

SUBMITTAL TO THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
10.1  
(ID # 8609)

**MEETING DATE:**

Tuesday, February 26, 2019

**FROM :** HOUSING AUTHORITY:

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Approve the Exclusive Negotiation Agreement Between the Housing Authority of the County of Riverside and Coachella Valley Housing Coalition in Connection with a Proposed Mixed-Use Affordable Housing Project, Located in the Unincorporated Area of Oasis, District 4 [\$0]

**RECOMMENDED MOTION:** That the Board of Commissioners:

1. Approve the attached form of Exclusive Negotiation Agreement (ENA) between the Housing Authority of the County of Riverside and The Coachella Valley Housing Coalition, a California non-profit public benefit corporation, in connection with a proposed mixed-use affordable housing project to be located in the unincorporated area of Oasis, with a 3 year term and option to extend the term an additional 2 years;
2. Authorize the Chairman of the Board to execute an ENA substantially conforming in form and substance to the attached form of ENA, subject to approval by County Counsel; and
3. Authorize the Executive Director, or designee, to take all necessary steps to implement the ENA including, but not limited to, signing subsequent necessary and relevant documents, subject to County Counsel approval.

**ACTION:**Policy

Robert Field, Assistant County Executive Officer/ECD 1/16/2019

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**MINUTES OF THE BOARD OF COMMISSIONERS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: February 26, 2019  
xc: Housing Authority

Kecia Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY  
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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2018/19

**C.E.O. RECOMMENDATION:** Approved

**BACKGROUND:**

**Summary**

The Housing Authority of the County of Riverside (Authority) currently owns approximately 25 acres of land located on Middleton Street in the unincorporated community of Oasis, identified as Assessor's Parcel Numbers 751-160-004, 751-160-007, 751-160-009, 751-160-012, and 751-160-014 (collectively the Site).

Authority staff issued Request for Qualifications No. 2014-001A in May 2014, for a mixed use affordable housing development project on the Site, as a result, three proposals were received. After careful and thorough review of all three proposals, Authority staff selected the Coachella Valley Housing Coalition, a California non-profit public benefit corporation (CVHC) as its collaborative development partner for this project. The selection was due to, among other things, CVHC's extensive experience in the development of affordable housing, sustained history of leveraging multiple funding sources, excellent references and its distinguished property management firm.

Pursuant to Minute Order 10.3 approved by the Board of Commissioners on August 18, 2015, the Authority and CVHC entered into an Exclusive Negotiation Agreement, which was amended by that certain First Amendment to Exclusive Negotiation Agreement dated February 28, 2017, (collectively the Original ENA). The Original ENA expired on February 28, 2018, and is no longer valid. The Original ENA established the procedures and standards for the negotiation by the Authority and CVHC of a Disposition and Development Agreement (DDA) or such other type of agreement as the parties may deem appropriate for the disposition of the Site and for the development and construction thereon, in three separate phases, of a mixed use project that would include one hundred and two (102) affordable housing units to be rented to and occupied by low income households, with a preference for farmworkers, and commercial and public service facilities, such as a public laundromat, grocery store, day care center and medical services, and related infrastructure such as public improvements and other utilities (collectively the Project).

During the term of the Original ENA, CVHC worked diligently on the Project to address infrastructure and funding issues. In an effort to leverage funding and benefit from cost saving measures, CVHC has been in discussions with the United States Department of Agriculture-Rural Development's (USDA) Rural Utility Service to provide funding for the off-site waste water

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infrastructure and expenses associated with the modification and upsizing of existing off-site water lines to the Project. Securing this funding source would provide approximately 1.2MM of grant funding to the Project.

CVHC has requested the Authority enter into a new Exclusive Negotiation Agreement to continue working in good faith to accomplish the milestones set forth in the Original ENA, including, the submission of an application to USDA on behalf of the Project for funding. The purpose of the new Exclusive Negotiation Agreement is to establish the procedures and standards for the negotiation by the Authority and CVHC of a DDA or such other type of agreement as the parties may deem appropriate for the disposition of the Property and development of the Project. The new Exclusive Negotiation Agreement in itself does not grant CVHC or any successor or affiliated entity the right to acquire the Property and/or develop the Project. The proposed form of the new Exclusive Negotiation Agreement is attached (New ENA). The term of the New ENA is 3 years, with an option to extend the term an additional 2 years. The DDA or such other type of agreement as the parties may deem appropriate for the disposition of the Property and development of the Project will be brought before the Board for separate approval.

Based on the progress that CVHC has accomplished and their continued good faith efforts working towards a mutually acceptable DDA, staff recommends the Authority approve the attached form of New ENA. Entering into the New ENA will assist the Authority in fulfilling its affordable housing objectives.

County Counsel has reviewed and approved, as to form, the attached New ENA. Staff recommends approval of the attached New ENA.

**Impact on Residents and Businesses**

Should the Board of Commissioners approve the Project at a later date, the residents of Oasis will benefit as it will provide urgently needed resources to this isolated and rural area. Currently, housing options in the area include deplorable and unsafe conditions. The provision of 102 rental housing units that are both decent and affordable to farmworker households will directly impact quality of life for working poor families and seniors. Local commercial services are severely limited, the proposed commercial services will benefit the community at large by providing needed services and goods as well as increased economic opportunities in this underserved area.

**Additional Fiscal Information**


No general funds will be used for the proposed New ENA. CVHC will bear its own costs and expenses incurred or to be incurred in connection with negotiating and preparing in good faith of a DDA for the Project.

**ATTACHMENTS:**

SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

- Form of Exclusive Negotiation Agreement

  
Renini Basma, Principal Management Analyst 2/19/2019

  
Gregory V. Priamos, Director County Counsel 1/16/2019

## EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 2019 by and between the Housing Authority of the County of Riverside, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside ("Authority"), and Coachella Valley Housing Coalition, a California nonprofit public benefit corporation ("CVHC"), on the terms and provisions set forth below:

### RECITALS

A. The Authority is a California housing authority acting under the California Housing Authorities Law, Part 2 of Division 24 of the Health and Safety Code (the "Housing Authorities Law"). As such the Authority administers the development, rehabilitation and/or financing of affordable housing programs. The mission of the Housing Authority is to transform and promote healthy, thriving communities, re-ignite hope and restore human dignity through the creation and preservation of high quality and innovative housing and community development programs which enhance the quality of life and revitalize neighborhoods to foster self-sufficiency;

B. Assembly Bill No. x1 26, as modified by Assembly Bill No. 1484 (collectively the "Dissolution Act"), added Parts 1.8 and 1.85 to Division 24 of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq., the "CRL"). Pursuant to the Dissolution Act, the Redevelopment Agency for the County of Riverside ("RDA") was dissolved on February 1, 2012 such that the RDA is now deemed a former redevelopment agency under Health and Safety Code section 34173;

C. Pursuant to Health and Safety Code Section 34176 (a), and Authority Resolution Nos. 2012-035, 2012-001 and 2012-005, all housing functions previously performed by the former RDA, including related rights, powers, duties, obligations, and housing assets (excluding amounts in the Low and Moderate Income Housing Fund and enforceable obligations retained by the successor agency) were transferred to the Authority, including the Property (defined below);

D. The Authority now owns in fee that certain real property comprised of approximately 25.00 acres, located on Middleton Street in the unincorporated community of Oasis, identified as Assessor Parcel Numbers 751-160-004, 751-160-007, 751-160-009, 751-160-012, 751-160-014, as more particularly described in the Legal Description and depicted on the Site Map each respectively attached hereto as Exhibit A and Exhibit B and incorporated herein by this reference ("Property");

E. The Authority procured proposals through Request for Qualifications No. 2014-001A and selected CVHC as the successful proposer and collaborative developer partner, due to, among other things, CVHC's extensive experience in the development of affordable housing, sustained history of leveraging multiple funding sources, excellent references, and distinguished property management firm;

F. CVHC is a California nonprofit public benefit corporation engaged in building safe and affordable housing for low-income families;

G. CVHC desires the Authority to convey the Property to CVHC for the development and construction thereon, in three separate phases, of a mixed use project that will include one hundred and two (102) affordable rental housing units to be rented to and occupied by low income households, with a preference for farmworkers, and commercial and public service facilities, such as a public laundromat, grocery store, day care center and medical services, and related infrastructure such as public improvements and other utilities (collectively the "Project");

H. The Authority desires to encourage and effectuate the development of the Property which will serve to preserve, protect, improve and increase the affordable housing stock and help eliminate blight within the County of Riverside;

I. Authority and CVHC entered into an Exclusive Negotiation Agreement on August 18, 2015, which was amended by that certain First Amendment to Exclusive Negotiation Agreement dated February 28, 2017 (collectively, "Original ENA") for the purpose of negotiating exclusively the development of the Project on the Property pursuant to the terms set forth therein;

J. The terms of the Original ENA expired on February 28, 2018 and is no longer valid;

K. CVHC has requested the Authority enter into a new Exclusive Negotiation Agreement to continue working in good faith to accomplish the milestones set forth in the Original ENA;

L. The Authority and CVHC desire to enter into this new Agreement;

M. Entering into this Agreement will assist Authority in fulfilling its affordable housing objectives;

N. Facilitating the development of the Property for affordable multi-family rental housing through the conveyance of land would also assist the County of Riverside ("County") and the State of California in achieving its goals of assisting families of low-income, including low-income farmworkers and their families; and

O. The purpose of this Agreement is to establish the procedures and standards for the negotiation by the Authority and CVHC (hereinafter the "Parties") of a DDA or such other type of agreement as the parties may deem appropriate for the disposition of the Property and development of the Project. This Agreement in itself does not grant CVHC or any successor or affiliated entity the right to acquire the Property and/or develop the Project.

NOW, THEREFORE, Authority and CVHC hereby mutually agree as follows:

I. Recitals

The aforementioned recitals are incorporated herein by this reference and made a part of this Agreement.

II. Negotiation

A. Good Faith Negotiations

The Parties agree for the Negotiation Period (defined below) to negotiate diligently and in good faith, pursuant to this Agreement, to prepare a DDA to be entered into between the Parties with respect to the sale and development of the Property; provided, however, by entering into this Agreement, the Parties are not required to enter into a DDA. Authority agrees for the Negotiation Period, and the Extension Period (defined below), if an Authority Board of Commissioner's approved DDA is signed and submitted by CVHC to Authority during the Negotiation Period, not to negotiate with any other person or entity to enter into any agreement regarding the acquisition, disposition or development of the Property. "Good faith negotiations" as used herein shall mean that the Parties shall use their best efforts to communicate frequently and follow reasonable negotiation procedures to develop a DDA mutually acceptable to the Parties.

Each of the Parties will bear its own costs and expenses, including, but not limited to, attorneys' fees, incurred or to be incurred in connection with negotiating and preparing this Agreement and the DDA and in carrying out the obligations under this Agreement (the "Direct Costs").

Nothing in this Agreement shall be deemed a covenant, promise, or commitment by the Authority with respect to the disposition of the Property.

B. Period of Negotiations

The negotiating period shall commence on the Effective Date (defined below) and end three (3) years thereafter ("Negotiating Period"), subject to extension. The Negotiating Period may be extended an additional two (2) years ("Extension Period") by the written mutual agreement of the Parties. The Executive Director of the Authority, or designee, has the authority, in his discretion, to consent to an extension of the Negotiation Period on behalf of the Authority. In determining whether or not to consent to an extension of the Negotiating Period, the Executive Director may consider the following factors, (i) whether sufficient progress in accomplishing the tasks set forth in the Schedule of Performance, attached hereto as Exhibit C and incorporated herein by this reference, has occurred, and (ii) whether the Parties are continuing to work toward a mutually acceptable DDA. Each party agrees to endeavor in good faith to expeditiously complete the tasks set forth in the Schedule of Performance which are in such party's reasonable control.

If a DDA has not been executed by the Parties by the expiration of the Negotiating Period, including any Extension Period, then this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement except as set forth in Section IX of this

Agreement, and the Authority shall be free to negotiate with any other persons or entities with regard to the Property. If a DDA is executed by the Parties, then, upon such execution, this Agreement shall terminate and all rights and obligations of the Parties shall be as set forth in the fully executed DDA.

The term "Effective Date" used herein shall mean that certain date this Agreement is executed by the Chairman of the Authority's Board of Commissioners.

Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement. While it is understood that all Parties will work in good faith, care will also be taken to ensure consistent and regular progress toward timely completion of the obligations set forth herein.

C. CVHC Obligations During the Negotiation Period

CVHC shall, within the Negotiating Period (including any mutually agreed upon Extension Period) satisfy the following obligations (unless otherwise waived in writing by the Authority's Executive Director or designee):

1. Investigate the projected costs of developing the Project, including the performance of all related on-site and off-site improvements for the Project;
2. Identify and develop a plan to obtain the necessary land use entitlements required for the Project and secure those land use entitlements required herein no later than the dates set forth in the Schedule of Performance attached hereto as Exhibit "C";
3. Agree to participate and/or conduct community meetings as requested by the Authority in relation to the Project;
4. Identify sources of funding and submit funding applications after consultation with Authority staff within the time frames set forth in the attached Schedule of Performance. Evaluate and provide a comprehensive written description of the estimated competitive score and feasibility of all funding applications to be submitted in connection with financing the Project on a quarterly basis commencing upon the Effective Date;
5. Conduct necessary geotechnical, cultural, traffic and environmental studies and investigations for the development of the residential, service facility and commercial uses at the Property;
6. Contract and pay for the Authority consultant services set forth in Sections II. D. 2 and II. D. 5 below;
7. Initiate and submit to the appropriate Governmental Authorities all applications for necessary entitlements (i.e., General Plan amendments, zone changes, parcel maps etc..) required for the development and construction of the Project as contemplated herein within the negotiation period. The requirements set forth in this subsection 7.



include performing any necessary studies and or plans required for the entitlement process; and

8. Prepare and submit to Authority for its review the following pursuant to the Schedule of Performance attached hereto as Exhibit "C":
  - a. A preliminary and final site plan and architectural/design concept for the proposed development of the Project, showing building layout and dimensions, parking, landscaping and access.
  - b. A schedule of the development of all structures and improvements proposed for the Project and an estimate of development costs including hard and soft costs.
  - c. A detailed financial plan for the Project containing matters typically contained in such analysis, including, without limitation, a detailed pro forma, development cost budget and sources of equity and debt capital securing construction and long term financing. The estimates and project date shall be in sufficient detail to permit adequate financial analysis by the Authority.
  - d. Copies of all completed reports, studies, analyses, and similar documents, but excluding confidential or proprietary information, prepared or commissioned by CVHC with respect to this Agreement and the Project, promptly upon their completion.

D. Authority's Obligations

Authority shall, within the Negotiation Period (and mutually agreed upon Extension Period) satisfy the following obligations:

1. Negotiate exclusively through its staff with CVHC for the disposition and development of the Project;
2. Determine and process any California Environmental Quality Act ("CEQA") documentation, at CVHC's expense, including the fees and expenses of any consultants to Authority employed in connection with the preparation of said CEQA documentation required in connection with the proposed sale of the Property to CVHC and Authority's approval of a DDA;
3. Review site plans and, without cost to Authority, use best efforts to assist CVHC with securing Project Entitlements (as hereinafter defined), which may be required by the County of Riverside or any other Governmental Authorities (as defined in Section III.A. 4. below);
4. Review CVHC's proposal;
5. Prepare a summary report, at CVHC's expense, in accordance with Section 33433 of the Health and Safety Code ("33433 Report"). All fees and expenses of any consultants

hired by Authority in connection with the preparation of said summary report shall be paid by CVHC as set forth in Section II.C.6; and

6. Arrange for and obtain, at Authority's expense, publication of notices of the public hearing for consideration of the DDA pursuant to Section 33433 of the Health and Safety Code.

### III. Proposed Development

#### A. Development Concept and Essential Terms and Conditions

The proposed development to be negotiated hereunder shall include the development and construction of the Project on the Property in three separate phases as follows, (i) phase one shall include the construction and development of the commercial and public services component including a public laundromat, grocery store, day care center and medical services, and related infrastructure such as public improvements and other utilities, and (ii) phase two shall consist of the development and construction of a total of fifty-one (51) affordable rental housing units, with a preference for farmworkers, and (iii) phase three shall consist of the development and construction of an additional fifty-one (51) affordable rental housing units, with a preference for farmworkers, for a total upon Project completion of one hundred and two (102) affordable rental housing units, (collectively defined herein as the Project).

The essential terms and conditions of any such DDA entered into with CVHC shall be in conformance with the following requirements:

1. CVHC shall acquire the Property from Authority in accordance with the Schedule of Performance and satisfaction of certain conditions precedent to be negotiated as part of the DDA. The sale will occur after CVHC has satisfactory evidence of committed financing for the development of the Property as contemplated by the DDA;
2. CVHC shall design and construct the Project on the Property, at its own cost and expense, in accordance with a Schedule of Performance to be negotiated as part of the DDA and in accordance with the scope of development and plans and specifications prepared by CVHC and approved in writing by Authority and any CEQA and/or National Environmental Policy Act ("NEPA") requirements;
3. CVHC shall design and construct, if applicable, all on-site infrastructure improvements in connection with the Project on the Property and develop a plan for financing the cost of infrastructure improvements;
4. CVHC shall secure at its own cost and expense, as required, in accordance with the Schedule of Performance to be negotiated as part of the DDA, an amendment to the General Plan for the County of Riverside ("County"), as the case may be, a change of zone for the Property and any and all entitlements (other than grading or building permits or approvals which are simply ministerial and nondiscretionary in nature) (the "Entitlements"), which may be required by the City, County or any other

governmental agency with jurisdiction over the construction and development of the Project (the "Governmental Authorities") to allow development of the Project;

5. CVHC shall be responsible for marketing the Project;
6. Other terms and conditions applicable to the DDA are as follows:
  - a. It is understood by CVHC that design and architectural approval by Authority will be required for the Project and that sketches, plans, working drawings, specifications and similar documents will be required to be submitted for written approval pursuant to the terms and provisions in the DDA.
  - b. It is understood that in developing the Property, CVHC will coordinate with the Authority the design and architectural theme of the Project to be compatible with other developments in the area.
7. Forty-nine (49%) percent of the housing units developed and operated as part of the Project shall be rented to and occupied by low income households earning 80 percent or less of the area median income, as determined by the California Department of Housing and Community Development, adjusted for household size appropriate for the unit. The final affordability, maximum income and lease rate requirements will be established in the DDA and shall conform to Housing Authorities Law and the CRL, including, but not limited to the requirements set forth in Health and Safety Code Sections 34176 and 34176.1.

B. CVHC's Findings, Determinations, Studies, and Reports

From time-to-time, as reasonably requested by Authority, CVHC shall provide oral Project status, and on the 5<sup>th</sup> of every month CVHC shall provide written progress reports, advising Authority on all matters related to the development, including financial feasibility analyses, construction cost estimates, marketing studies, and similar due diligence matters. Should negotiations not result in a DDA between Authority and CVHC, Authority may use the information provided by CVHC (excluding any confidential or proprietary information prepared or commissioned by CVHC, and subject to the proprietary rights of the authors or preparers, any confidentiality agreements and any privileges recognized by applicable law, subject to the requirements set forth in the California Public Records Act) in any way deemed by Authority to be of benefit to Authority. All costs incurred by CVHC in the preparation and presentation of such findings, determinations, studies, reports or other requests by the Authority under this Agreement shall be at the sole expense of CVHC.

IV. Purchase Price and/or Other Consideration

The purchase price for the Property to be paid to the Authority by CVHC will be established in the DDA.

V. Environmental Requirements

Certain State and local environmental requirements under CEQA may be applicable to the proposed Project. Authority's Board of Commissioners will consider the DDA upon submission of Authority's successful negotiations with CVHC on the terms and conditions of the DDA. Authority will act as the "lead agency" under CEQA. Accordingly, CVHC agrees to supply information and otherwise cooperate with Authority, as requested by Authority to determine the environmental impact of the proposed Project, and to allow Authority to prepare such environmental documents as Authority may determine to be necessary pursuant to CEQA and Authority's guidelines and procedures.

CVHC shall indemnify and hold harmless the Authority and the County of Riverside, their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, 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 CEQA challenge related to the Project. CVHC shall pay, at its sole expense, all costs and fees including, but not limited, to attorneys' fees, cost of investigation, defense and settlements or awards, of the Indemnitees in any claim or action based upon such alleged acts or omissions.

VI. Assignment

CVHC shall not assign all or any part of this Agreement without the prior written approval of Authority, except to a limited partnership, limited liability company or other entity formed for financing the Project, in which CVHC is a co-general partner (if a limited partnership) or a managing member (if a limited liability company); provided, however, any of the aforementioned transfers shall be subject to the approval of documentation by the Executive Director or designee. Authority, in its reasonable discretion, may approve an assignment to any other entity if, in the reasonable determination of Authority, the proposed assignee is comparable in all material respects (including experience, character and financial capability) to CVHC. Any such change (or assignment of this Agreement in connection therewith) shall be by instruments approved in writing as to form and content by the Authority's Executive Director, or designee, and County Counsel, and if Authority approval is required pursuant to this Section VI, subject to the approval by Authority's Board of Commissioners of evidence of the proposed assignee's qualifications to meet the obligations of CVHC under this Agreement. CVHC shall promptly notify Authority of any and all changes whatsoever in the identity of the parties in control of CVHC or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information.

VII. Condition of Site

CVHC will assume the full and complete responsibility to make all investigations of surface and subsurface conditions as may be necessary or appropriate and to evaluate the suitability of the Property for the proposed Project. Neither Authority nor the County shall make any representations or warranties concerning the Property, its suitability for the use intended by CVHC, or the surface or subsurface conditions of the Property.

Upon successful negotiation and approval of a DDA, the Property shall be conveyed to CVHC "AS IS", meaning that CVHC will be accepting the Property in its present condition, including, but not limited to, the physical condition of the Property and all laws, rules and regulations, whether federal, state or local, having or potentially having any impact on ownership, use, subdivision, improvement or other aspects of the Property. If a DDA is executed and approved by Authority, CVHC shall be responsible, at its own sole cost and expense, for improvements on the Property in connection with the construction of the Project, and will do all things necessary to prepare the Property for the construction and development of the Project in accordance with the Entitlements therefore.

#### VIII. Right of Entry

Authority hereby grants to CVHC and its employees, agents and contractors (herein referred to collectively as "CVHC Designees") the nonexclusive right to enter upon the Property at any time during the Negotiation Period to perform a survey and certain work, consisting of geotechnical investigation, soil testing, a Phase I Environmental Assessment prepared in compliance with the most recent published American Society for Testing and Materials Phase I Environmental Property Assessment Standard, a Phase II Environmental Investigation and Report, if required, and other due diligence related activities (collectively, "Work"), and for no other purposes without the prior written approval of Authority's Executive Director.

Prior to each entry onto the Property, CVHC shall provide three (3) working days advance written notice to Authority to arrange for access. Email communications shall constitute valid written notice provided such notice is (i) submitted three (3) days in advance, (ii) sent to Monica Telles at [mtelles@rivco.org](mailto:mtelles@rivco.org), and (iii) delivery of such email notice is confirmed with a documented reply and confirmation from Monica Telles at [mtelles@rivco.org](mailto:mtelles@rivco.org).

Prior to any entry onto the Property for the taking of environmental samples or testing, CVHC shall provide Authority with a work plan for on-site activity, including but not limited to a copy of its sampling and testing procedures. Such work plan shall be provided not less than three (3) working days in advance of any environmental testing or sampling activity contemplated under this Agreement.

CVHC shall provide to Authority a copy of all results generated by the sampling and testing performed pursuant to this Agreement. CVHC acknowledges and agrees for itself and on the behalf of CVHC Designees as follows:

- A. CVHC will not permit any dangerous condition to be created on the Property as a result of the activities of CVHC or CVHC Designees;
- B. That all acts and things done by CVHC on the Property will be done in a careful and reasonable manner, in accordance with all federal, state and local laws;
- C. CVHC will enter the Property entirely at its own cost, risk and expense;
- D. That prior to CVHC's entry upon the Property and during the term of this Agreement, CVHC shall require each and all of CVHC's contractors/consultants

responsible for the Work under this Agreement with whom CVHC enters into a written contract for such Work to maintain, in full force and effect, statutory workers' compensation insurance coverage and a commercial general liability policy in the amount of at least One Million Dollars (\$1,000,000) combined single limit policy. Not less than three (3) working days prior to entry on the Property, CVHC shall cause CVHC's contractors/consultants with whom CVHC enters into a written contract for such Work to provide certificates evidencing such coverage and naming Authority as additionally insured, as its interests may appear;

- E. CVHC shall not suffer or permit to be enforced against the Property, or any part thereof, any mechanics', material men's, contractors' or subcontractors' liens or any claim for damage arising from any Work performed by CVHC or CVHC's designee's use of and activities upon the Property pursuant to this Agreement. CVHC shall pay, or cause to be paid, all said liens, claims or demands before any action is brought to enforce the same against the Property.
- F. CVHC shall not have any interest in the Property or be entitled to any reimbursement or repayment for any Work performed upon the Property pursuant to this Agreement;
- G. CVHC shall take all necessary precautions to prevent the import and/or release into the environment of any hazardous materials which are imported to, in, on or under the Property during the performance of the Work. If hazardous materials are imported onto the Property as a result of the performance of the Work, CVHC shall be solely responsible for removing such imported hazardous materials in conformance with all governmental requirements. CVHC shall report to Authority, as soon as possible after each incident, any incidents with respect to the environmental condition of the Property; and
- H. CVHC shall obtain and maintain all governmental permits and approvals required for the Work conducted under this Agreement and shall comply with all statutes, ordinances, rules, regulations, orders and requirements now in effect or that become effective during the term of this Agreement applicable to its sampling and other activities pursuant to the access granted by this Agreement.

IX. Indemnity

CVHC shall indemnify and hold harmless the Authority and the County of Riverside, their respective Agencies, Districts, Special Districts and Departments, their respective directors, officer's, Board of Supervisors, Board of Commissioners, 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 CVHC, its officers, employees, subcontractors, consultants, 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 CVHC, its officers, agents, employees, subcontractors, agents or representatives under this Agreement. CVHC shall pay, at its sole expense, all costs and fees including, but not limited, to

attorneys' fees, cost of investigation, defense and settlements or awards, of 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 CVHC, CVHC 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 Authority; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CVHC's indemnification to the Indemnitees as set forth herein.

CVHC's obligation hereunder shall be satisfied when CVHC has provided to Authority the appropriate form of dismissal relieving Authority and/or the Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CVHC'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 CVHC from indemnifying the Indemnitees to the fullest extent allowed by law. CVHC's indemnity obligations contained in this Section IX shall survive the expiration and termination of this Agreement.

#### X. Default and Remedies

(a) Failure by either party to negotiate in good faith as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) days after receipt by the defaulting party of such notice, the non-defaulting Party may exercise the remedies set forth in subsection (b) below.

##### (b) Remedies.

(1) Authority Default. In the event of an uncured default by Authority under this Agreement, CVHC shall be entitled to terminate this Agreement upon prior written notice to Authority. Following such termination, neither party shall have any further right, remedy or obligation under this Agreement, except as to those provisions which by their terms expressly survive. The parties hereby waive the right to specific performance as a remedy under this Agreement.

(2) CVHC Default. In the event of an uncured default by CVHC under this Agreement, Authority shall be entitled to terminate this Agreement. Following such termination, neither party shall have any right, remedy or obligation under this Agreement; provided, however, that the indemnification obligations pursuant to Section IX shall survive such termination. The parties hereby waive the right to specific performance as a remedy under this Agreement.

(c) Waiver of Default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of said default or of any rights or remedies in connection therewith or of any subsequent default or any rights or remedies in connection therewith, or deprive such 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.

XI. CVHC Employees and Liabilities

It is understood that persons engaged or employed by CVHC as employees, agents, or independent contractors shall be engaged or employed by CVHC and not by Authority. CVHC alone is responsible for their work, direction, compensation and personal conduct. Nothing included in any provision of this Agreement shall impose any liability or duty upon Authority to persons, firms, or corporations employed or engaged by CVHC in any capacity whatsoever, or make Authority liable to any such persons, firms, or corporations, or to any government, for the acts, omissions, liabilities, obligations, and taxes, of whatsoever nature, of CVHC or of its employees, agents, or independent contractors.

XII. CVHC's Obligation to Refrain from Discrimination; CVHC's Obligation Toward Equal Opportunity

CVHC covenants and agrees for itself, its successors, its assigns and every successor 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 race, color, religion, creed, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, medical condition, or marital status, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall CVHC itself or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases, or vendors of the Property.

CVHC will not discriminate against any employees or applicants for employment because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, medical condition, or marital status.

XIII. Nonliability of Officials, Officers, Members, and Employees

No member, official, officer, or employee of the Authority or the County shall be personally liable to CVHC, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to CVHC or to his successor, or on any obligations under the term of this Agreement.



XIV. Waivers; Amendments

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Authority and CVHC.

XV. Actions By Authority

The Executive Director of Authority 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 as it may be amended from time to time by Authority.

XVI. Real Estate Commissions

Authority shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. Authority and CVHC each represents that it has engaged no broker, agent or finder in connection with this transaction, and CVHC agrees to hold the Authority harmless from any claim by any broker, agent or finder which it has retained.

XVII. Acknowledgments and Reservations

If the negotiations hereunder culminate into a DDA, such DDA will become effective only after and if it has been considered and approved by Authority's Board of Commissioners and the County Board of Supervisors, as required by law.

a. Not Binding

The Parties acknowledge and agree that this Agreement is for the sole purpose of stating the intention of the Parties to negotiate a DDA. The Parties have not reached agreement on the matters to be set forth in a DDA, and do not intend to be bound to the disposition and development of the Property until such time as a final written DDA is executed by both Parties.

The Authority's acknowledgment of this Agreement is merely an agreement to enter into a period of negotiations according to the concepts presented herein, reserving final discretion and approval by the Authority's Board of Commissioners, or any other agencies of the County as to any actions required of them, if any.

b. No Further Obligations

The Authority and CVHC agree that neither the Authority nor CVHC shall be under any further obligation to each other regarding the assembly and disposition of the Property or the development of the proposed project on the Property if this Agreement expires, is terminated for any reason, or a DDA is not executed by both the Authority and CVHC.

c. No Agreement

CVHC acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer by the Authority, nor an acceptance by the Authority of any offer or proposal from CVHC, for the Authority to convey to CVHC any interest in all or a portion of the Property or in or to the Property, or for the Authority to provide any financial or other assistance to CVHC for development of the Property.

d. No Acquisition

CVHC acknowledges and agrees that it has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in the Property or any other real or personal property of the Authority.

e. Limitations of this Agreement

Nothing contained in this Agreement shall constitute a waiver, amendment, promise or agreement by the Authority or County (or any of its departments or boards) as to the granting of any approval, permit, consent or other entitlement in the exercise of the Authority or County's regulatory capacity or function. The final form of any proposed DDA to be negotiated may contain matters not contemplated by this Agreement, including, but not limited to, matters necessary to accommodate compliance with law, including without limitation CEQA.

XVIII. Insurance

Without limiting or diminishing CVHC's obligation to indemnify or hold the Indemnitees (as defined in Section IX.) harmless, CVHC shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the Authority herein refers to the Housing Authority of the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives. The Authority shall be named as an Additional Insured.

Concurrently with the execution of this Agreement by CVHC, CVHC shall procure and keep in full force and effect during the term of this Agreement, including any extensions thereto, the following insurance policies:

A. Workers' Compensation:

If CVHC has employees as defined by the State of California, CVHC shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' 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 Authority.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Parties' performance of its obligations hereunder. Policy shall name the Authority 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:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CVHC 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 apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the Authority as Additional Insured.

If CVHC maintains broader coverage and/or higher limits than the minimums shown above, Authority requires and shall be entitled to the broader coverage and/or higher limits maintained by CVHC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

F. 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 Authority's Risk Manager. If the Authority'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) CVHC must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the Authority's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the Authority, and at the election of the Authority's Risk Manager, CVHC's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the Authority, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CVHC shall cause CVHC's insurance carrier(s) to furnish the Authority with either 1) a properly executed original Certificate(s) of Insurance and certified copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Authority's Risk Manager, provide 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 a minimum of thirty (30) days written notice shall be given to the Authority prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CVHC's insurance carrier(s) policies does not meet the minimum notice requirement found herein, CVHC shall cause CVHC's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.*

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the Authority receives, 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. CVHC shall not commence operations until the Authority 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.

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

6) 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the Authority reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the Authority's Risk Management's reasonable judgment, the amount or type of insurance carried by CVHC has become inadequate.

7) CVHC shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

9) CVHC agrees to notify the Authority in writing 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.

XIX. Authority to Execute

The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.

XX. Notices

Formal notices, demands and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other addresses as the Parties may designate in writing from time to time:

AUTHORITY:

Housing Authority of the  
County of Riverside  
Attention: Assistant Director  
5555 Arlington Avenue  
Riverside, CA 92504

CVHC:

Coachella Valley Housing Coalition  
Attention: Executive Director  
45-701 Monroe Street, Suite G  
Indio, CA 92201

With copy to:

Gubb & Barshay LLP  
505 14th Street, Suite 1050  
Oakland, CA 94612  
Attention: Scott Barshay

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

XXI. Entire Agreement

This Agreement constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the Property.

XXII. Conflict of Interest

No member, official, or employee of the Authority 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.

XXIII. No Third Party Beneficiaries.

The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of the Authority and CVHC, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein. The Parties acknowledge and agree that the County of Riverside is an intended third party beneficiary of this Agreement.

XXIV. Further Assurances.

Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all necessary acts and things in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties.

XXV. Severability

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

XXVI. Jurisdiction and Venue

Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the consolidated Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

XXVII. Interpretation and Governing Law

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the internal laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

XXVIII. Counterparts

This Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

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

**AUTHORITY:**

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside

By: \_\_\_\_\_  
V. Manuel Perez,  
Chairman Board of Commissioners

Date: \_\_\_\_\_

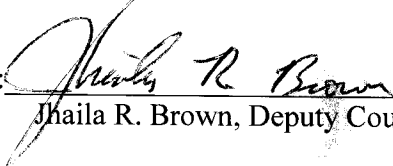
**ATTEST:**

KECIA HARPER  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

GREGORY PRIAMOS  
COUNTY COUNSEL

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

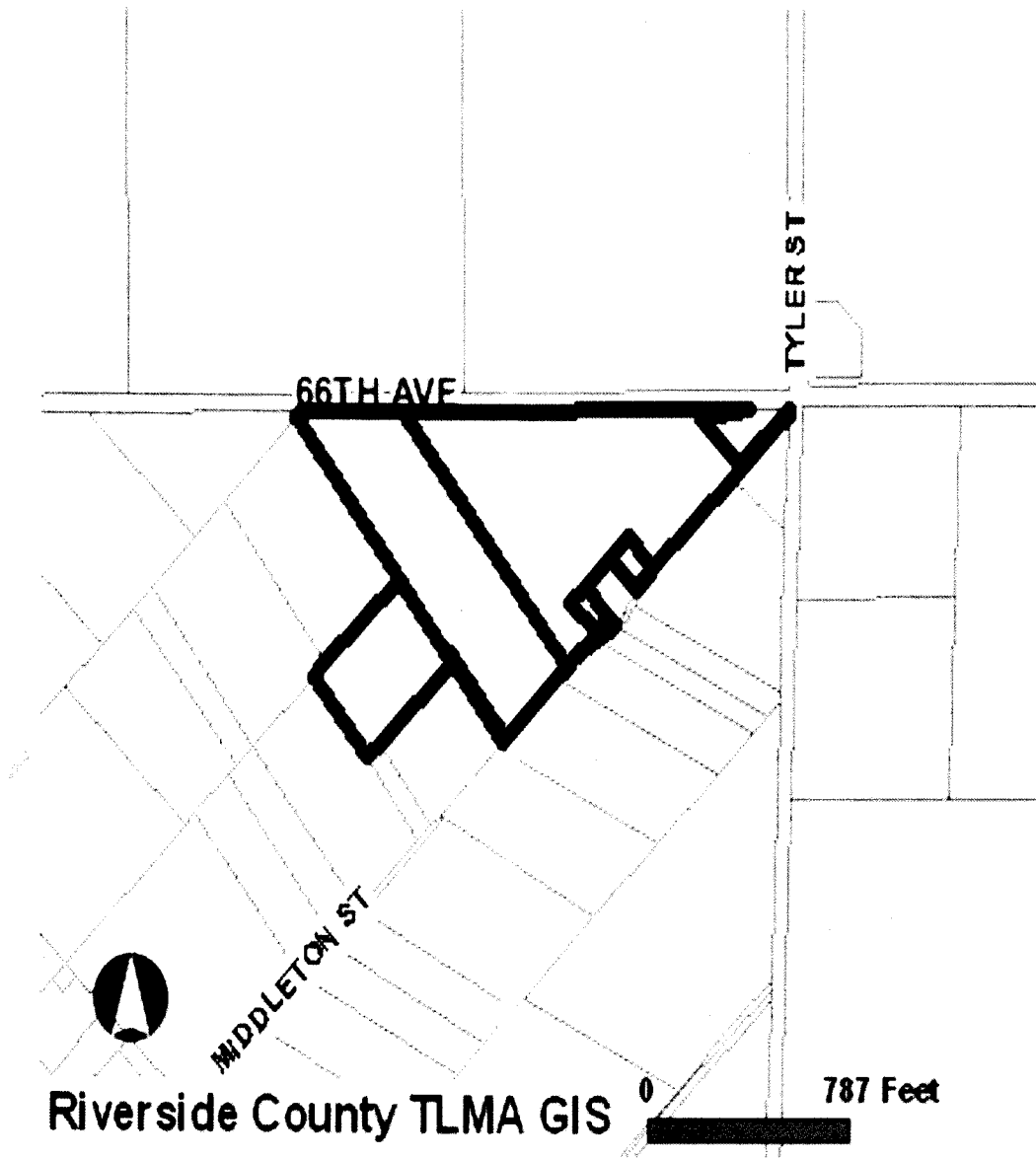
**CVHC:**

COACHELLA VALLEY HOUSING COALITION,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Julie Bornstein, Executive Director

Date: \_\_\_\_\_

**Exhibit A**  
**SITE MAP**





## **Exhibit B**

### **LEGAL DESCRIPTION**

All that real property located in the County of Riverside legally described as follows:

**APN: 751-160-004**

3.50 ACRES IN POR LOTS 9 & 10 MB 010/023 CAHUILLA FRUIT & LAND CO SUB OF SEC 17 7S 8E

**APN: 751-160-007-1**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: THE SOUTHWESTERLY 10 ACRES OF LOT 10 OF SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 23 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPT THE SOUTHWESTERLY 10 FEET OF SAID SOUTHEASTERLY 350 FEET.

**APN: 751-160-009-3**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: LOT 10 OF THE SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 23 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; EXCEPT THE SOUTHWESTERLY 10 ACRES, THE NORTHEASTERLY LINE OF SAID 10 ACRES BEING PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 10; ALSO EXCEPT THAT PORTION OF SAID PROPERTY CONVEYED TO HENRY J. DIETRICH AND GEORGIA LEE DIETRICH, HUSBAND AND WIFE, BY DEED RECORDED JULY 14, 1949 AS INSTRUMENT NO. 1550 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 10; THENCE SOUTH 45 DEGREES 35' WEST, 308.6 FEET; THENCE IN A NORTHWESTERLY DIRECTION, 216 FEET, TO A GIVEN POINT 378 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 378 FEET TO THE POINT OF BEGINNING. ALSO EXCEPT ONE-HALF INTEREST IN AND TO ALL OIL, OTHER HYDROCARBONS, GAS AND OTHER ASSOCIATED SUBSTANCES AND OTHER MINERALS AND KINDRED SUBSTANCES IN AND/OR LYING UNDER SAID LAND, AS RESERVED IN DEED FROM OLLA J. GRANT AND ELISE M. GRANT, HUSBAND AND WIFE, RECORDED JUNE 22, 1954 IN BOOK 1600 PAGE 501 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 751-160-012-5, 751-160-014-7

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: LOT 1 OF THE SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF AS SHOWN BY MAP ON FILE IN BOOK 10 PAGE 23, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPT THE NORTHEASTERLY ONE-HALF ACRE OF THE SOUTHWESTERLY THREE-QUARTERS ACRE OF SAID LOT 1, THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID ONE-HALF ACRE BEING PARALLEL WITH THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID LOT 1; ALSO EXCEPT THE PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF THE NORTHEASTERLY ONE-HALF ACRE OF THE SOUTHWESTERLY THREE-QUARTERS ACRE OF SAID LOT 1; THENCE SOUTH 44 DEGREES 25' EAST ON THE SOUTHWESTERLY LINE OF SAID ONE-HALF ACRE, 130 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 35' WEST 20 FEET; THENCE SOUTH 44 DEGREES 25' EAST 20 FEET; THENCE NORTH 45 DEGREES 35' EAST 20 FEET; THENCE NORTH 44 DEGREES 25' WEST 20 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH AN UNDIVIDED 15/320TH INTEREST IN AND TO FOUR CERTAIN WELLS, PUMPING HOUSE MACHINERY AND THE ONE-HALF ACRE OF LOT 1 OF SAID SUBDIVISION UPON WHICH SAID WELLS ARE LOCATED, SAID ONE-HALF ACRE BEING THE NORTHEASTERLY ONE-HALF ACRE OF THE SOUTHWESTERLY THREE-QUARTERS ACRE OF SAID LOT 1, THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID ONE-HALF ACRE BEING PARALLEL WITH THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID LOT 1.

## Exhibit C

### SCHEDULE OF PERFORMANCE

- |     |   |   |
|-----|---|---|
| 1.  | Investigate the projected costs of developing the Project, including the performance of all related on-site and off-site improvements for the Project.  | Upon approval of ENA and prior to completion of DDA   |
| 2.  | Identify and develop a plan to obtain the necessary land use entitlements required for the Project.   | Within twenty-eight (28) months of ENA approval   |
| 3.  | Agree to participate and/or conduct community meetings as requested by the Authority in relation to the Project.  | Ongoing, as needed  |
| 4.  | Identify sources of funding for Project and commence financing process for Phase I after consultation with Authority staff. Evaluate and provide a comprehensive written description of the estimated competitive score and feasibility of all funding applications to be submitted in connection with financing the Project on a quarterly basis commencing upon the effective date.   | Quarterly report commencing upon ENA approval   |
| 5.  | Conduct necessary studies and investigations for the development of the residential, service facility and commercial uses at the Property such as geotechnical, cultural, traffic, and environmental.   | Within twenty-eight (28) months of ENA approval   |
| 6.  | CVHC shall initiate and submit application for the necessary entitlements (General Plan Amendment / Change of Zone / Parcel Map) required for the Project within the negotiation period. The requirements set forth in Section II, subsection C.7. include performing any necessary studies and or plans required for the entitlement process.  | Within twenty-eight (28) months of ENA approval.  |
| 7.  | A preliminary and final site plan and architectural/design concept for the proposed development of the Project, showing building layout and dimensions, parking, landscaping and access.  | Preliminary site plan within twenty-four (24) months of ENA approval; Final site plan within twenty-eight (28) months of ENA approval |
| 8.  | Prepare and submit to Authority for its review A schedule of the development of all structures and improvements proposed for the Project and an estimate of development costs including hard and soft costs.  | Within twenty-four (24) months of ENA approval  |
| 9.  | Prepare and submit to Authority for its review A detailed financial plan for the Project containing matters typically contained in such analysis, including, without limitation, a detailed pro forma, development cost budget and sources of equity and debt capital securing construction and long term financing. The estimates and project date shall be in sufficient detail to permit adequate financial analysis by the Authority. | Within twenty-eight (28) months of ENA approval   |
| 10. | Prepare and submit to Authority for its review Copies of all completed reports, studies, analyses, and similar documents, but excluding confidential or proprietary information, prepared or commissioned by CVHC with respect to this Agreement and the Project, promptly upon their completion.   | Ongoing, as completed   |

**EXCLUSIVE NEGOTIATION AGREEMENT**

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 2019 by and between the Housing Authority of the County of Riverside, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside ("Authority"), and Coachella Valley Housing Coalition, a California nonprofit public benefit corporation ("CVHC"), on the terms and provisions set forth below:

**RECITALS**

A. The Authority is a California housing authority acting under the California Housing Authorities Law, Part 2 of Division 24 of the Health and Safety Code (the "Housing Authorities Law"). As such the Authority administers the development, rehabilitation and/or financing of affordable housing programs. The mission of the Housing Authority is to transform and promote healthy, thriving communities, re-ignite hope and restore human dignity through the creation and preservation of high quality and innovative housing and community development programs which enhance the quality of life and revitalize neighborhoods to foster self-sufficiency;

B. Assembly Bill No. x1 26, as modified by Assembly Bill No. 1484 (collectively the "Dissolution Act"), added Parts 1.8 and 1.85 to Division 24 of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq., the "CRL"). Pursuant to the Dissolution Act, the Redevelopment Agency for the County of Riverside ("RDA") was dissolved on February 1, 2012 such that the RDA is now deemed a former redevelopment agency under Health and Safety Code section 34173;

C. Pursuant to Health and Safety Code Section 34176 (a), and Authority Resolution Nos. 2012-035, 2012-001 and 2012-005, all housing functions previously performed by the former RDA, including related rights, powers, duties, obligations, and housing assets (excluding amounts in the Low and Moderate Income Housing Fund and enforceable obligations retained by the successor agency) were transferred to the Authority, including the Property (defined below);

D. The Authority now owns in fee that certain real property comprised of approximately 25.00 acres, located on Middleton Street in the unincorporated community of Oasis, identified as Assessor Parcel Numbers 751-160-004, 751-160-007, 751-160-009, 751-160-012, 751-160-014, as more particularly described in the Legal Description and depicted on the Site Map each respectively attached hereto as Exhibit A and Exhibit B and incorporated herein by this reference ("Property");

E. The Authority procured proposals through Request for Qualifications No. 2014-001A and selected CVHC as the successful proposer and collaborative developer partner, due to, among other things, CVHC's extensive experience in the development of affordable housing, sustained history of leveraging multiple funding sources, excellent references, and distinguished property management firm;

F. CVHC is a California nonprofit public benefit corporation engaged in building safe and affordable housing for low-income families;

G. CVHC desires the Authority to convey the Property to CVHC for the development and construction thereon, in three separate phases, of a mixed use project that will include one hundred and two (102) affordable rental housing units to be rented to and occupied by low income households, with a preference for farmworkers, and commercial and public service facilities, such as a public laundromat, grocery store, day care center and medical services, and related infrastructure such as public improvements and other utilities (collectively the "Project");

H. The Authority desires to encourage and effectuate the development of the Property which will serve to preserve, protect, improve and increase the affordable housing stock and help eliminate blight within the County of Riverside;

I. Authority and CVHC entered into an Exclusive Negotiation Agreement on August 18, 2015, which was amended by that certain First Amendment to Exclusive Negotiation Agreement dated February 28, 2017 (collectively, "Original ENA") for the purpose of negotiating exclusively the development of the Project on the Property pursuant to the terms set forth therein;

J. The terms of the Original ENA expired on February 28, 2018 and is no longer valid;

K. CVHC has requested the Authority enter into a new Exclusive Negotiation Agreement to continue working in good faith to accomplish the milestones set forth in the Original ENA;

L. The Authority and CVHC desire to enter into this new Agreement;

M. Entering into this Agreement will assist Authority in fulfilling its affordable housing objectives;

N. Facilitating the development of the Property for affordable multi-family rental housing through the conveyance of land would also assist the County of Riverside ("County") and the State of California in achieving its goals of assisting families of low-income, including low-income farmworkers and their families; and

O. The purpose of this Agreement is to establish the procedures and standards for the negotiation by the Authority and CVHC (hereinafter the "Parties") of a DDA or such other type of agreement as the parties may deem appropriate for the disposition of the Property and development of the Project. This Agreement in itself does not grant CVHC or any successor or affiliated entity the right to acquire the Property and/or develop the Project.

NOW, THEREFORE, Authority and CVHC hereby mutually agree as follows:

I. Recitals

The aforementioned recitals are incorporated herein by this reference and made a part of this Agreement.

II. Negotiation

A. Good Faith Negotiations

The Parties agree for the Negotiation Period (defined below) to negotiate diligently and in good faith, pursuant to this Agreement, to prepare a DDA to be entered into between the Parties with respect to the sale and development of the Property; provided, however, by entering into this Agreement, the Parties are not required to enter into a DDA. Authority agrees for the Negotiation Period, and the Extension Period (defined below), if an Authority Board of Commissioner's approved DDA is signed and submitted by CVHC to Authority during the Negotiation Period, not to negotiate with any other person or entity to enter into any agreement regarding the acquisition, disposition or development of the Property. "Good faith negotiations" as used herein shall mean that the Parties shall use their best efforts to communicate frequently and follow reasonable negotiation procedures to develop a DDA mutually acceptable to the Parties.

Each of the Parties will bear its own costs and expenses, including, but not limited to, attorneys' fees, incurred or to be incurred in connection with negotiating and preparing this Agreement and the DDA and in carrying out the obligations under this Agreement (the "Direct Costs").

Nothing in this Agreement shall be deemed a covenant, promise, or commitment by the Authority with respect to the disposition of the Property.

B. Period of Negotiations

The negotiating period shall commence on the Effective Date (defined below) and end three (3) years thereafter ("Negotiating Period"), subject to extension. The Negotiating Period may be extended an additional two (2) years ("Extension Period") by the written mutual agreement of the Parties. The Executive Director of the Authority, or designee, has the authority, in his discretion, to consent to an extension of the Negotiation Period on behalf of the Authority. In determining whether or not to consent to an extension of the Negotiating Period, the Executive Director may consider the following factors, (i) whether sufficient progress in accomplishing the tasks set forth in the Schedule of Performance, attached hereto as Exhibit C and incorporated herein by this reference, has occurred, and (ii) whether the Parties are continuing to work toward a mutually acceptable DDA. Each party agrees to endeavor in good faith to expeditiously complete the tasks set forth in the Schedule of Performance which are in such party's reasonable control.

If a DDA has not been executed by the Parties by the expiration of the Negotiating Period, including any Extension Period, then this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement except as set forth in Section IX of this

Agreement, and the Authority shall be free to negotiate with any other persons or entities with regard to the Property. If a DDA is executed by the Parties, then, upon such execution, this Agreement shall terminate and all rights and obligations of the Parties shall be as set forth in the fully executed DDA.

The term “Effective Date” used herein shall mean that certain date this Agreement is executed by the Chairman of the Authority’s Board of Commissioners.

Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement. While it is understood that all Parties will work in good faith, care will also be taken to ensure consistent and regular progress toward timely completion of the obligations set forth herein.

C. CVHC Obligations During the Negotiation Period

CVHC shall, within the Negotiating Period (including any mutually agreed upon Extension Period) satisfy the following obligations (unless otherwise waived in writing by the Authority’s Executive Director or designee):

1. Investigate the projected costs of developing the Project, including the performance of all related on-site and off-site improvements for the Project;
2. Identify and develop a plan to obtain the necessary land use entitlements required for the Project and secure those land use entitlements required herein no later than the dates set forth in the Schedule of Performance attached hereto as Exhibit “C”;
3. Agree to participate and/or conduct community meetings as requested by the Authority in relation to the Project;
4. Identify sources of funding and submit funding applications after consultation with Authority staff within the time frames set forth in the attached Schedule of Performance. Evaluate and provide a comprehensive written description of the estimated competitive score and feasibility of all funding applications to be submitted in connection with financing the Project on a quarterly basis commencing upon the Effective Date;
5. Conduct necessary geotechnical, cultural, traffic and environmental studies and investigations for the development of the residential, service facility and commercial uses at the Property;
6. Contract and pay for the Authority consultant services set forth in Sections II. D. 2 and II. D. 5 below;
7. Initiate and submit to the appropriate Governmental Authorities all applications for necessary entitlements (i.e., General Plan amendments, zone changes, parcel maps etc..) required for the development and construction of the Project as contemplated herein within the negotiation period. The requirements set forth in this subsection 7.

include performing any necessary studies and or plans required for the entitlement process; and

8. Prepare and submit to Authority for its review the following pursuant to the Schedule of Performance attached hereto as Exhibit "C":
  - a. A preliminary and final site plan and architectural/design concept for the proposed development of the Project, showing building layout and dimensions, parking, landscaping and access.
  - b. A schedule of the development of all structures and improvements proposed for the Project and an estimate of development costs including hard and soft costs.
  - c. A detailed financial plan for the Project containing matters typically contained in such analysis, including, without limitation, a detailed pro forma, development cost budget and sources of equity and debt capital securing construction and long term financing. The estimates and project date shall be in sufficient detail to permit adequate financial analysis by the Authority.
  - d. Copies of all completed reports, studies, analyses, and similar documents, but excluding confidential or proprietary information, prepared or commissioned by CVHC with respect to this Agreement and the Project, promptly upon their completion.

D. Authority's Obligations

Authority shall, within the Negotiation Period (and mutually agreed upon Extension Period) satisfy the following obligations:

1. Negotiate exclusively through its staff with CVHC for the disposition and development of the Project;
2. Determine and process any California Environmental Quality Act ("CEQA") documentation, at CVHC's expense, including the fees and expenses of any consultants to Authority employed in connection with the preparation of said CEQA documentation required in connection with the proposed sale of the Property to CVHC and Authority's approval of a DDA;
3. Review site plans and, without cost to Authority, use best efforts to assist CVHC with securing Project Entitlements (as hereinafter defined), which may be required by the County of Riverside or any other Governmental Authorities (as defined in Section III.A. 4. below);
4. Review CVHC's proposal;
5. Prepare a summary report, at CVHC's expense, in accordance with Section 33433 of the Health and Safety Code ("33433 Report"). All fees and expenses of any consultants



hired by Authority in connection with the preparation of said summary report shall be paid by CVHC as set forth in Section II.C.6; and

6. Arrange for and obtain, at Authority's expense, publication of notices of the public hearing for consideration of the DDA pursuant to Section 33433 of the Health and Safety Code.

### III. Proposed Development

#### A. Development Concept and Essential Terms and Conditions

The proposed development to be negotiated hereunder shall include the development and construction of the Project on the Property in three separate phases as follows, (i) phase one shall include the construction and development of the commercial and public services component including a public laundromat, grocery store, day care center and medical services, and related infrastructure such as public improvements and other utilities, and (ii) phase two shall consist of the development and construction of a total of fifty-one (51) affordable rental housing units, with a preference for farmworkers, and (iii) phase three shall consist of the development and construction of an additional fifty-one (51) affordable rental housing units, with a preference for farmworkers, for a total upon Project completion of one hundred and two (102) affordable rental housing units, (collectively defined herein as the Project).

The essential terms and conditions of any such DDA entered into with CVHC shall be in conformance with the following requirements:

1. CVHC shall acquire the Property from Authority in accordance with the Schedule of Performance and satisfaction of certain conditions precedent to be negotiated as part of the DDA. The sale will occur after CVHC has satisfactory evidence of committed financing for the development of the Property as contemplated by the DDA;
2. CVHC shall design and construct the Project on the Property, at its own cost and expense, in accordance with a Schedule of Performance to be negotiated as part of the DDA and in accordance with the scope of development and plans and specifications prepared by CVHC and approved in writing by Authority and any CEQA and/or National Environmental Policy Act ("NEPA") requirements;
3. CVHC shall design and construct, if applicable, all on-site infrastructure improvements in connection with the Project on the Property and develop a plan for financing the cost of infrastructure improvements;
4. CVHC shall secure at its own cost and expense, as required, in accordance with the Schedule of Performance to be negotiated as part of the DDA, an amendment to the General Plan for the County of Riverside ("County"), as the case may be, a change of zone for the Property and any and all entitlements (other than grading or building permits or approvals which are simply ministerial and nondiscretionary in nature) (the "Entitlements"), which may be required by the City, County or any other

governmental agency with jurisdiction over the construction and development of the Project (the "Governmental Authorities") to allow development of the Project;

5. CVHC shall be responsible for marketing the Project;
6. Other terms and conditions applicable to the DDA are as follows:
  - a. It is understood by CVHC that design and architectural approval by Authority will be required for the Project and that sketches, plans, working drawings, specifications and similar documents will be required to be submitted for written approval pursuant to the terms and provisions in the DDA.
  - b. It is understood that in developing the Property, CVHC will coordinate with the Authority the design and architectural theme of the Project to be compatible with other developments in the area.
7. Forty-nine (49%) percent of the housing units developed and operated as part of the Project shall be rented to and occupied by low income households earning 80 percent or less of the area median income, as determined by the California Department of Housing and Community Development, adjusted for household size appropriate for the unit. The final affordability, maximum income and lease rate requirements will be established in the DDA and shall conform to Housing Authorities Law and the CRL, including, but not limited to the requirements set forth in Health and Safety Code Sections 34176 and 34176.1.

B. CVHC's Findings, Determinations, Studies, and Reports

From time-to-time, as reasonably requested by Authority, CVHC shall provide oral Project status, and on the 5<sup>th</sup> of every month CVHC shall provide written progress reports, advising Authority on all matters related to the development, including financial feasibility analyses, construction cost estimates, marketing studies, and similar due diligence matters. Should negotiations not result in a DDA between Authority and CVHC, Authority may use the information provided by CVHC (excluding any confidential or proprietary information prepared or commissioned by CVHC, and subject to the proprietary rights of the authors or preparers, any confidentiality agreements and any privileges recognized by applicable law, subject to the requirements set forth in the California Public Records Act) in any way deemed by Authority to be of benefit to Authority. All costs incurred by CVHC in the preparation and presentation of such findings, determinations, studies, reports or other requests by the Authority under this Agreement shall be at the sole expense of CVHC.

IV. Purchase Price and/or Other Consideration

The purchase price for the Property to be paid to the Authority by CVHC will be established in the DDA.

V. Environmental Requirements

Certain State and local environmental requirements under CEQA may be applicable to the proposed Project. Authority's Board of Commissioners will consider the DDA upon submission of Authority's successful negotiations with CVHC on the terms and conditions of the DDA. Authority will act as the "lead agency" under CEQA. Accordingly, CVHC agrees to supply information and otherwise cooperate with Authority, as requested by Authority to determine the environmental impact of the proposed Project, and to allow Authority to prepare such environmental documents as Authority may determine to be necessary pursuant to CEQA and Authority's guidelines and procedures.

CVHC shall indemnify and hold harmless the Authority and the County of Riverside, their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, 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 CEQA challenge related to the Project. CVHC shall pay, at its sole expense, all costs and fees including, but not limited, to attorneys' fees, cost of investigation, defense and settlements or awards, of the Indemnitees in any claim or action based upon such alleged acts or omissions.

#### VI. Assignment

CVHC shall not assign all or any part of this Agreement without the prior written approval of Authority, except to a limited partnership, limited liability company or other entity formed for financing the Project, in which CVHC is a co-general partner (if a limited partnership) or a managing member (if a limited liability company); provided, however, any of the aforementioned transfers shall be subject to the approval of documentation by the Executive Director or designee. Authority, in its reasonable discretion, may approve an assignment to any other entity if, in the reasonable determination of Authority, the proposed assignee is comparable in all material respects (including experience, character and financial capability) to CVHC. Any such change (or assignment of this Agreement in connection therewith) shall be by instruments approved in writing as to form and content by the Authority's Executive Director, or designee, and County Counsel, and if Authority approval is required pursuant to this Section VI, subject to the approval by Authority's Board of Commissioners of evidence of the proposed assignee's qualifications to meet the obligations of CVHC under this Agreement. CVHC shall promptly notify Authority of any and all changes whatsoever in the identity of the parties in control of CVHC or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information.

#### VII. Condition of Site

CVHC will assume the full and complete responsibility to make all investigations of surface and subsurface conditions as may be necessary or appropriate and to evaluate the suitability of the Property for the proposed Project. Neither Authority nor the County shall make any representations or warranties concerning the Property, its suitability for the use intended by CVHC, or the surface or subsurface conditions of the Property.

Upon successful negotiation and approval of a DDA, the Property shall be conveyed to CVHC "AS IS", meaning that CVHC will be accepting the Property in its present condition, including, but not limited to, the physical condition of the Property and all laws, rules and

regulations, whether federal, state or local, having or potentially having any impact on ownership, use, subdivision, improvement or other aspects of the Property. If a DDA is executed and approved by Authority, CVHC shall be responsible, at its own sole cost and expense, for improvements on the Property in connection with the construction of the Project, and will do all things necessary to prepare the Property for the construction and development of the Project in accordance with the Entitlements therefore.

### VIII. Right of Entry

Authority hereby grants to CVHC and its employees, agents and contractors (herein referred to collectively as "CVHC Designees") the nonexclusive right to enter upon the Property at any time during the Negotiation Period to perform a survey and certain work, consisting of geotechnical investigation, soil testing, a Phase I Environmental Assessment prepared in compliance with the most recent published American Society for Testing and Materials Phase I Environmental Property Assessment Standard, a Phase II Environmental Investigation and Report, if required, and other due diligence related activities (collectively, "Work"), and for no other purposes without the prior written approval of Authority's Executive Director.

Prior to each entry onto the Property, CVHC shall provide three (3) working days advance written notice to Authority to arrange for access. Email communications shall constitute valid written notice provided such notice is (i) submitted three (3) days in advance, (ii) sent to Monica Telles at [mtelles@rivco.org](mailto:mtelles@rivco.org), and (iii) delivery of such email notice is confirmed with a documented reply and confirmation from Monica Telles at [mtelles@rivco.org](mailto:mtelles@rivco.org).

Prior to any entry onto the Property for the taking of environmental samples or testing, CVHC shall provide Authority with a work plan for on-site activity, including but not limited to a copy of its sampling and testing procedures. Such work plan shall be provided not less than three (3) working days in advance of any environmental testing or sampling activity contemplated under this Agreement.

CVHC shall provide to Authority a copy of all results generated by the sampling and testing performed pursuant to this Agreement. CVHC acknowledges and agrees for itself and on the behalf of CVHC Designees as follows:

- A. CVHC will not permit any dangerous condition to be created on the Property as a result of the activities of CVHC or CVHC Designees;
- B. That all acts and things done by CVHC on the Property will be done in a careful and reasonable manner, in accordance with all federal, state and local laws;
- C. CVHC will enter the Property entirely at its own cost, risk and expense;
- D. That prior to CVHC's entry upon the Property and during the term of this Agreement, CVHC shall require each and all of CVHC's contractors/consultants responsible for the Work under this Agreement with whom CVHC enters into a written contract for such Work to maintain, in full force and effect, statutory workers' compensation insurance coverage and a commercial general liability policy

in the amount of at least One Million Dollars (\$1,000,000) combined single limit policy. Not less than three (3) working days prior to entry on the Property, CVHC shall cause CVHC's contractors/consultants with whom CVHC enters into a written contract for such Work to provide certificates evidencing such coverage and naming Authority as additionally insured, as its interests may appear;

- E. CVHC shall not suffer or permit to be enforced against the Property, or any part thereof, any mechanics', material men's, contractors' or subcontractors' liens or any claim for damage arising from any Work performed by CVHC or CVHC's designee's use of and activities upon the Property pursuant to this Agreement. CVHC shall pay, or cause to be paid, all said liens, claims or demands before any action is brought to enforce the same against the Property.
- F. CVHC shall not have any interest in the Property or be entitled to any reimbursement or repayment for any Work performed upon the Property pursuant to this Agreement;
- G. CVHC shall take all necessary precautions to prevent the import and/or release into the environment of any hazardous materials which are imported to, in, on or under the Property during the performance of the Work. If hazardous materials are imported onto the Property as a result of the performance of the Work, CVHC shall be solely responsible for removing such imported hazardous materials in conformance with all governmental requirements. CVHC shall report to Authority, as soon as possible after each incident, any incidents with respect to the environmental condition of the Property; and
- H. CVHC shall obtain and maintain all governmental permits and approvals required for the Work conducted under this Agreement and shall comply with all statutes, ordinances, rules, regulations, orders and requirements now in effect or that become effective during the term of this Agreement applicable to its sampling and other activities pursuant to the access granted by this Agreement.

IX. Indemnity

CVHC shall indemnify and hold harmless the Authority and the County of Riverside, their respective Agencies, Districts, Special Districts and Departments, their respective directors, officer's, Board of Supervisors, Board of Commissioners, 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 CVHC, its officers, employees, subcontractors, consultants, 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 CVHC, its officers, agents, employees, subcontractors, agents or representatives under this Agreement. CVHC shall pay, at its sole expense, all costs and fees including, but not limited, to attorneys' fees, cost of investigation, defense and settlements or awards, of 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 CVHC, CVHC 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 Authority; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CVHC's indemnification to the Indemnitees as set forth herein.

CVHC's obligation hereunder shall be satisfied when CVHC has provided to Authority the appropriate form of dismissal relieving Authority and/or the Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CVHC'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 CVHC from indemnifying the Indemnitees to the fullest extent allowed by law. CVHC's indemnity obligations contained in this Section IX shall survive the expiration and termination of this Agreement.

#### X. Default and Remedies

(a) Failure by either party to negotiate in good faith as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) days after receipt by the defaulting party of such notice, the non-defaulting Party may exercise the remedies set forth in subsection (b) below.

##### (b) Remedies.

(1) Authority Default. In the event of an uncured default by Authority under this Agreement, CVHC shall be entitled to terminate this Agreement upon prior written notice to Authority. Following such termination, neither party shall have any further right, remedy or obligation under this Agreement, except as to those provisions which by their terms expressly survive. The parties hereby waive the right to specific performance as a remedy under this Agreement.

(2) CVHC Default. In the event of an uncured default by CVHC under this Agreement, Authority shall be entitled to terminate this Agreement. Following such termination, neither party shall have any right, remedy or obligation under this Agreement; provided, however, that the indemnification obligations pursuant to Section IX shall survive such termination. The parties hereby waive the right to specific performance as a remedy under this Agreement.

##### (c) Waiver of Default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of said default or of any rights or remedies in connection therewith or of any subsequent default or any rights or remedies in connection therewith, or deprive such 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.

XI. CVHC Employees and Liabilities

It is understood that persons engaged or employed by CVHC as employees, agents, or independent contractors shall be engaged or employed by CVHC and not by Authority. CVHC alone is responsible for their work, direction, compensation and personal conduct. Nothing included in any provision of this Agreement shall impose any liability or duty upon Authority to persons, firms, or corporations employed or engaged by CVHC in any capacity whatsoever, or make Authority liable to any such persons, firms, or corporations, or to any government, for the acts, omissions, liabilities, obligations, and taxes, of whatsoever nature, of CVHC or of its employees, agents, or independent contractors.

XII. CVHC's Obligation to Refrain from Discrimination; CVHC's Obligation Toward Equal Opportunity

CVHC covenants and agrees for itself, its successors, its assigns and every successor 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 race, color, religion, creed, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, medical condition, or marital status, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall CVHC itself or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases, or vendors of the Property.

CVHC will not discriminate against any employees or applicants for employment because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, medical condition, or marital status.

XIII. Nonliability of Officials, Officers, Members, and Employees

No member, official, officer, or employee of the Authority or the County shall be personally liable to CVHC, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to CVHC or to his successor, or on any obligations under the term of this Agreement.

XIV. Waivers; Amendments

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Authority and CVHC.

XV. Actions By Authority

The Executive Director of Authority 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 as it may be amended from time to time by Authority.

XVI. Real Estate Commissions

Authority shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. Authority and CVHC each represents that it has engaged no broker, agent or finder in connection with this transaction, and CVHC agrees to hold the Authority harmless from any claim by any broker, agent or finder which it has retained.

XVII. Acknowledgments and Reservations

If the negotiations hereunder culminate into a DDA, such DDA will become effective only after and if it has been considered and approved by Authority's Board of Commissioners and the County Board of Supervisors, as required by law.

a. Not Binding

The Parties acknowledge and agree that this Agreement is for the sole purpose of stating the intention of the Parties to negotiate a DDA. The Parties have not reached agreement on the matters to be set forth in a DDA, and do not intend to be bound to the disposition and development of the Property until such time as a final written DDA is executed by both Parties.

The Authority's acknowledgment of this Agreement is merely an agreement to enter into a period of negotiations according to the concepts presented herein, reserving final discretion and approval by the Authority's Board of Commissioners, or any other agencies of the County as to any actions required of them, if any.

b. No Further Obligations

The Authority and CVHC agree that neither the Authority nor CVHC shall be under any further obligation to each other regarding the assembly and disposition of the Property or the development of the proposed project on the Property if this Agreement expires, is terminated for any reason, or a DDA is not executed by both the Authority and CVHC.

c. No Agreement

CVHC acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer by the Authority, nor an acceptance by the Authority of any offer or proposal from CVHC, for the Authority to convey to CVHC any interest in all or a portion of the Property or in or to the Property, or for the Authority to provide any financial or other assistance to CVHC for development of the Property.

d. No Acquisition

CVHC acknowledges and agrees that it has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in the Property or any other real or personal property of the Authority.

e. Limitations of this Agreement



Nothing contained in this Agreement shall constitute a waiver, amendment, promise or agreement by the Authority or County (or any of its departments or boards) as to the granting of any approval, permit, consent or other entitlement in the exercise of the Authority or County's regulatory capacity or function. The final form of any proposed DDA to be negotiated may contain matters not contemplated by this Agreement, including, but not limited to, matters necessary to accommodate compliance with law, including without limitation CEQA.

#### XVIII. Insurance

Without limiting or diminishing CVHC's obligation to indemnify or hold the Indemnitees (as defined in Section IX.) harmless, CVHC shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the Authority herein refers to the Housing Authority of the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives. The Authority shall be named as an Additional Insured.

Concurrently with the execution of this Agreement by CVHC, CVHC shall procure and keep in full force and effect during the term of this Agreement, including any extensions thereto, the following insurance policies:

##### A. Workers' Compensation:

If CVHC has employees as defined by the State of California, CVHC shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' 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 Authority.

##### B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Parties' performance of its obligations hereunder. Policy shall name the Authority 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:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CVHC 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 apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the Authority as Additional Insured.

If CVHC maintains broader coverage and/or higher limits than the minimums shown above, Authority requires and shall be entitled to the broader coverage and/or higher limits maintained by CVHC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

F. 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 Authority's Risk Manager. If the Authority'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) CVHC must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the Authority's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the Authority, and at the election of the Authority's Risk Manager, CVHC's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the Authority, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CVHC shall cause CVHC's insurance carrier(s) to furnish the Authority with either 1) a properly executed original Certificate(s) of Insurance and certified copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Authority's Risk Manager, provide 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 a minimum of thirty (30) days written notice shall be given to the Authority prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CVHC's insurance carrier(s) policies does not meet the minimum notice requirement found herein, CVHC shall cause CVHC's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.*
- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the Authority receives, 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. CVHC shall not commence operations until the Authority 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.
- 5) It is understood and agreed to by the parties hereto that CVHC's insurance shall be construed as primary insurance, and the Authority's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

- 6) 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the Authority reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the Authority's Risk Management's reasonable judgment, the amount or type of insurance carried by CVHC has become inadequate.
- 7) CVHC shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Authority.
- 9) CVHC agrees to notify the Authority in writing 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.

XIX. Authority to Execute

The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.

XX. Notices

Formal notices, demands and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other addresses as the Parties may designate in writing from time to time:

AUTHORITY:

Housing Authority of the  
County of Riverside  
Attention: Assistant Director  
5555 Arlington Avenue  
Riverside, CA 92504

CVHC:

Coachella Valley Housing Coalition  
Attention: Executive Director  
45-701 Monroe Street, Suite G  
Indio, CA 92201

With copy to:

Gubb & Barshay LLP  
505 14th Street, Suite 1050  
Oakland, CA 94612  
Attention: Scott Barshay

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

XXI. Entire Agreement

This Agreement constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the Property.

XXII. Conflict of Interest

No member, official, or employee of the Authority 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.

XXIII. No Third Party Beneficiaries.

The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of the Authority and CVHC, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein. The Parties acknowledge and agree that the County of Riverside is an intended third party beneficiary of this Agreement.

XXIV. Further Assurances.

Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all necessary acts and things in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties.

XXV. Severability

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

XXVI. Jurisdiction and Venue

Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the consolidated Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

XXVII. Interpretation and Governing Law

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the internal laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

XXVIII. Counterparts

This Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

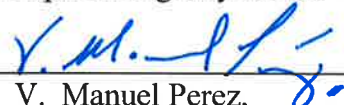
[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

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

**AUTHORITY:**

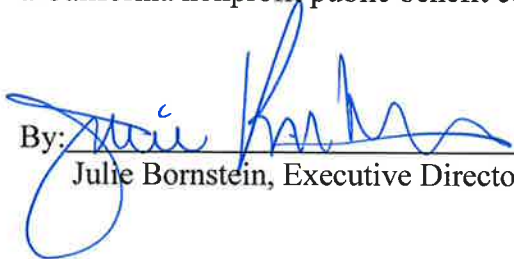
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside

By:   
V. Manuel Perez,  
Chairman Board of Commissioners

Date: 2/20/19

**CVHC:**

COACHELLA VALLEY HOUSING COALITION,  
a California nonprofit public benefit corporation

By:   
Julie Bornstein, Executive Director

Date: April 22, 2019

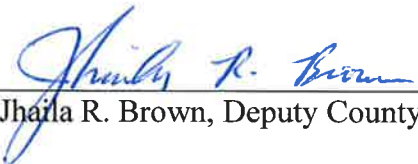
**ATTEST:**

KECIA HARPER  
Clerk of the Board

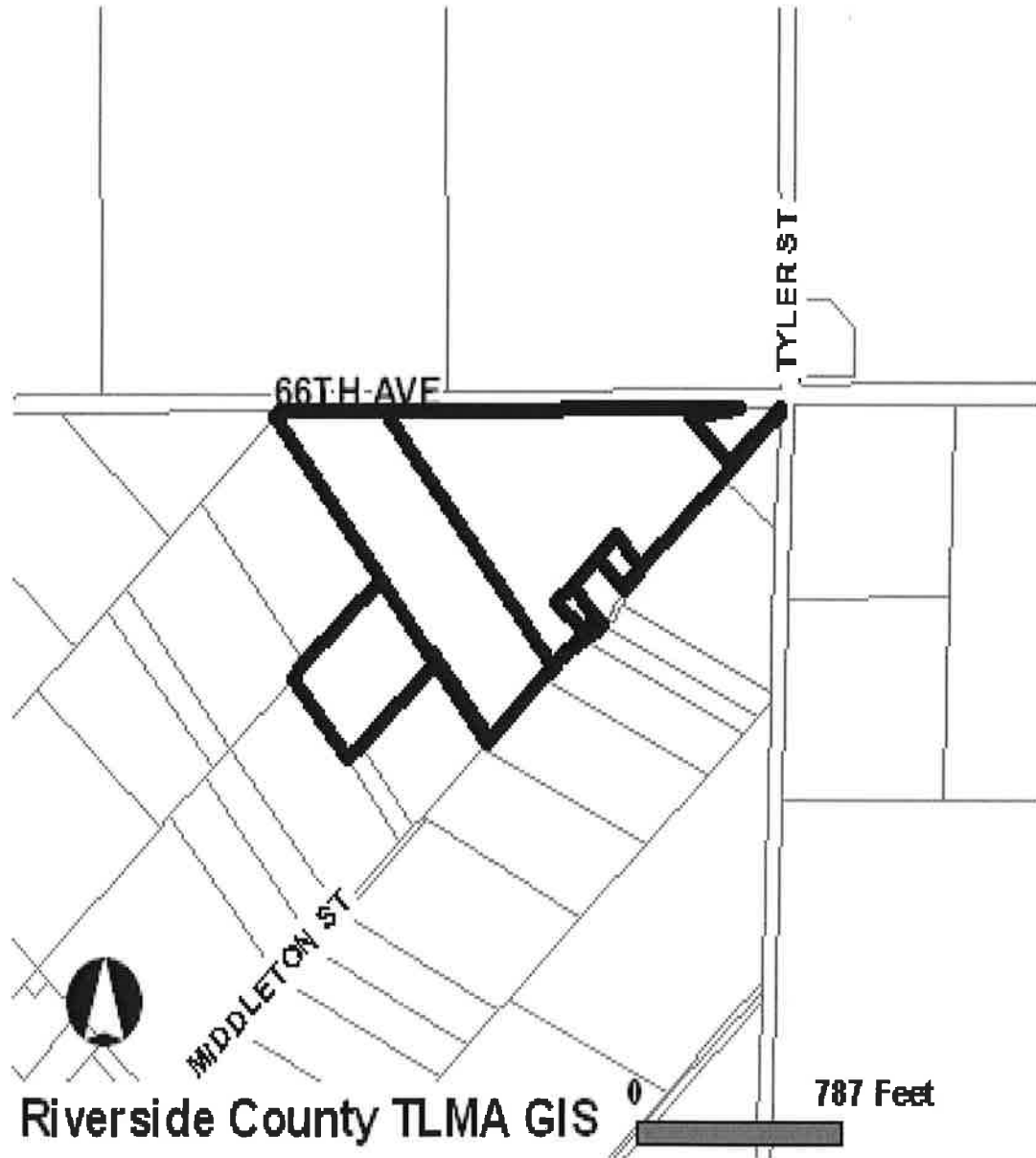
By:   
Deputy

**APPROVED AS TO FORM:**

GREGORY PRIAMOS  
COUNTY COUNSEL

By:   
Jhaila R. Brown, Deputy County Counsel

**Exhibit A**  
**SITE MAP**



## **Exhibit B**

### **LEGAL DESCRIPTION**

All that real property located in the County of Riverside legally described as follows:

**APN: 751-160-004**

3.50 ACRES IN POR LOTS 9 & 10 MB 010/023 CAHUILLA FRUIT & LAND CO SUB OF SEC 17 7S 8E

**APN: 751-160-007-1**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: THE SOUTHWESTERLY 10 ACRES OF LOT 10 OF SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 23 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPT THE SOUTHWESTERLY 10 FEET OF SAID SOUTHEASTERLY 350 FEET.

**APN: 751-160-009-3**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: LOT 10 OF THE SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 23 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; EXCEPT THE SOUTHWESTERLY 10 ACRES, THE NORTHEASTERLY LINE OF SAID 10 ACRES BEING PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 10; ALSO EXCEPT THAT PORTION OF SAID PROPERTY CONVEYED TO HENRY J. DIETRICH AND GEORGIA LEE DIETRICH, HUSBAND AND WIFE, BY DEED RECORDED JULY 14, 1949 AS INSTRUMENT NO. 1550 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 10; THENCE SOUTH 45 DEGREES 35' WEST, 308.6 FEET; THENCE IN A NORTHWESTERLY DIRECTION, 216 FEET, TO A GIVEN POINT 378 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 378 FEET TO THE POINT OF BEGINNING. ALSO EXCEPT ONE-HALF INTEREST IN AND TO ALL OIL, OTHER HYDROCARBONS, GAS AND OTHER ASSOCIATED SUBSTANCES AND OTHER MINERALS AND KINDRED SUBSTANCES IN AND/OR LYING UNDER SAID LAND, AS RESERVED IN DEED FROM OLLA J. GRANT AND ELISE M. GRANT, HUSBAND AND WIFE, RECORDED JUNE 22, 1954 IN BOOK 1600 PAGE 501 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



APN: 751-160-012-5, 751-160-014-7

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: LOT 1 OF THE SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF AS SHOWN BY MAP ON FILE IN BOOK 10 PAGE 23, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPT THE NORTHEASTERLY ONE-HALF ACRE OF THE SOUTHWESTERLY THREE-QUARTERS ACRE OF SAID LOT 1, THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID ONE-HALF ACRE BEING PARALLEL WITH THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID LOT 1; ALSO EXCEPT THE PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF THE NORTHEASTERLY ONE-HALF ACRE OF THE SOUTHWESTERLY THREE-QUARTERS ACRE OF SAID LOT 1; THENCE SOUTH 44 DEGREES 25' EAST ON THE SOUTHWESTERLY LINE OF SAID ONE-HALF ACRE, 130 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 35' WEST 20 FEET; THENCE SOUTH 44 DEGREES 25' EAST 20 FEET; THENCE NORTH 45 DEGREES 35' EAST 20 FEET; THENCE NORTH 44 DEGREES 25' WEST 20 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH AN UNDIVIDED 15/320TH INTEREST IN AND TO FOUR CERTAIN WELLS, PUMPING HOUSE MACHINERY AND THE ONE-HALF ACRE OF LOT 1 OF SAID SUBDIVISION UPON WHICH SAID WELLS ARE LOCATED, SAID ONE-HALF ACRE BEING THE NORTHEASTERLY ONE-HALF ACRE OF THE SOUTHWESTERLY THREE-QUARTERS ACRE OF SAID LOT 1, THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID ONE-HALF ACRE BEING PARALLEL WITH THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID LOT 1.

## **Exhibit C**

### **SCHEDULE OF PERFORMANCE**

- |     |   |   |
|-----|---|---|
| 1.  | Investigate the projected costs of developing the Project, including the performance of all related on-site and off-site improvements for the Project.  | Upon approval of ENA and prior to completion of DDA   |
| 2.  | Identify and develop a plan to obtain the necessary land use entitlements required for the Project.   | Within twenty-eight (28) months of ENA approval   |
| 3.  | Agree to participate and/or conduct community meetings as requested by the Authority in relation to the Project.  | Ongoing, as needed  |
| 4.  | Identify sources of funding for Project and commence financing process for Phase I after consultation with Authority staff. Evaluate and provide a comprehensive written description of the estimated competitive score and feasibility of all funding applications to be submitted in connection with financing the Project on a quarterly basis commencing upon the effective date.   | Quarterly report commencing upon ENA approval   |
| 5.  | Conduct necessary studies and investigations for the development of the residential, service facility and commercial uses at the Property such as geotechnical, cultural, traffic, and environmental.   | Within twenty-eight (28) months of ENA approval   |
| 6.  | CVHC shall initiate and submit application for the necessary entitlements (General Plan Amendment / Change of Zone / Parcel Map) required for the Project within the negotiation period. The requirements set forth in Section II, subsection C.7. include performing any necessary studies and or plans required for the entitlement process.  | Within twenty-eight (28) months of ENA approval.  |
| 7.  | A preliminary and final site plan and architectural/design concept for the proposed development of the Project, showing building layout and dimensions, parking, landscaping and access.  | Preliminary site plan within twenty-four (24) months of ENA approval; Final site plan within twenty-eight 28 months of ENA approval |
| 8.  | Prepare and submit to Authority for its review A schedule of the development of all structures and improvements proposed for the Project and an estimate of development costs including hard and soft costs.  | Within twenty-four (24) months of ENA approval  |
| 9.  | Prepare and submit to Authority for its review A detailed financial plan for the Project containing matters typically contained in such analysis, including, without limitation, a detailed pro forma, development cost budget and sources of equity and debt capital securing construction and long term financing. The estimates and project date shall be in sufficient detail to permit adequate financial analysis by the Authority. | Within twenty-eight (28) months of ENA approval   |
| 10. | Prepare and submit to Authority for its review Copies of all completed reports, studies, analyses, and similar documents, but excluding confidential or proprietary information, prepared or commissioned by CVHC with respect to this Agreement and the Project, promptly upon their completion.   | Ongoing, as completed   |