

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



ITEM: 3.13
(ID # 19918)

MEETING DATE:
Tuesday, November 08, 2022

FROM : HOUSING AND WORKFORCE SOLUTIONS:

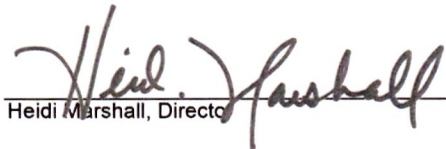
SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the Grant Disbursement of Housing and Community Development (HCD) Grant Funds in the Amount of \$279,000 for the Relocation of Oasis Mobile Home Park (OMHP) Residents and Approve the Forms of the Affordable Housing Grant Agreement and the Agreement Containing Covenants Affecting Real Property (with Use and Occupancy Covenants) for the Development of the Maria y Jose Mobile Home Park, a 12 Space Agricultural Housing Project Reserved for Relocation of OMHP Residents; District 4. [\$279,000 - 100% HCD Grant Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the disbursement of HCD Grant Funds in the form of a grant in the amount of \$279,000 to Jesus Montanez, a single man (Owner), for the development of the Maria y Jose Mobile Home Park, located in community of Oasis, California, identified as Assessor's Parcel Number 751-180-001.

Continued on page 2

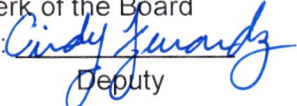
ACTION:Policy


Heidi Marshall, Director 9/15/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: November 8, 2022
xc: HWS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the attached form of Affordable Housing Grant Agreement (Grant Agreement) for the use of HCD grant funds, including all attachments thereto, between the County of Riverside (County) and Jesus Montanez, providing a grant to pay a portion of the construction costs for the development of Maria y Jose Mobile Home Park in the community of Oasis;
3. Authorize the Director of HWS, or designee, to execute a Grant Agreement, including all attachments thereto, on behalf of the County, substantially conforming in form and substance to the attached Grant Agreement, subject to approval as to form by County Counsel;
4. Approve the attached form of the Agreement Containing Covenants Affecting Real Property (with Use and Occupancy Covenants) (Covenant Agreement);
5. Authorize the Director of HWS, or designee, to execute a Covenant Agreement on behalf of County, conforming substantially in form and substance to the attached Covenant Agreement, subject to approval as to form by County Counsel; and
6. Authorize the Director of HWS, or designee, to take all necessary steps to implement the Grant Agreement and Covenant Agreement, including but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$279,000	\$ 0	\$279,000	\$ 0
NET COUNTY COST	\$0	\$ 0	\$0	\$ 0
SOURCE OF FUNDS: \$30,000,000 Grant funds from California Department of Housing and Community Development (HCD)			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 26, 2021 (Minute Order 3.10), the Board of Supervisors adopted Resolution No. 2021-195, a Resolution of the Board of Supervisors of the County of Riverside Authorizing the Acceptance and Administration of the \$30,000,000 grant from the California Department of Housing and Community Development for the relocation efforts of residents of the Oasis Mobile Home Park, District 4 (HCD Grant).

The HCD Grant awarded by the State of California (the "State"), pursuant to the 2021 Budget Act Section 2.0, as amended by Budget Bill Jr (SB 129) Chapter 69, Section 57, allocated Thirty Million (\$30,000,000) to the County of Riverside for relocation efforts of residents of Oasis

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

Mobile Home Park (State Funds). Oasis Mobile Home Park (OMHP) is an approximately 350 space unpermitted mobile home park located on Torres Martinez tribal land and is home to more than 1,000 people. The park has a long history of health and safety problems, but none bigger than the unsafe water conditions that exist at the park as detailed in the letter from the United States Environmental Protection Agency ("EPA") dated September 14, 2021, for high levels of arsenic found in the water.

On April 20, 2021 (Minute Order 10.1), the Board of Commissioners for the Housing Authority of Riverside County (HACR) approved the Memorandum of Understanding between HACR and Rural Communities Assistance Corporation (RCAC) for the purpose of supporting the development of Polanco Mobile Home Parks in the communities of Thermal, Mecca and Oasis. This MOU provides the structure for the provision of technical assistance, RCAC financing, HACR gap financing, and permanent financing by the Community Development Financial Institutions Program (CDFI), all to promote the development of agricultural housing facilities for affordable housing opportunities.

Mr. Jesus Montanez, owner of the proposed Maria y Jose Mobile Home Park has requested gap financing from the County of Riverside. Mr. Montanez has also applied for gap financing from RCAC. The gap financing requested from the County, in the amount of \$279,000 is to be paid from the HCD Grant and requires the 12 mobile home park spaces be reserved for residents of OMHP as a relocation opportunity. The project is located in the community of Oasis with street address 85-701 Middleton Road, Thermal, California, 92274.

The County, through its Department of Housing and Workforce Solutions (HWS), has agreed to use the HCD Grant funds to address immediate short-term needs of residents at OMHP and implement a long-term strategy to expand the supply of affordable housing to provide options for the relocation of families from OMHP.

HCD Grant Funds require that at least ninety percent (90%) of the funds be used for efforts to relocate the residents of OMHP, including but not limited to low interest loans for development of affordable housing, pre-development loans that result in development of affordable housing, emergency housing, and infrastructure to facilitate the development of affordable housing. The remaining ten percent (10%) can be used for program delivery costs, grant administration, and housing stability services.

The funding request to benefit the Maria y Jose Mobile Home Park meets the goals established in the MOU and HCD Grant funding requirements. Staff recommends that the Board approve forms of the Grant Agreement for the use of HCD Grant funds and Covenant Agreement. County Counsel has reviewed and approved as to form the attached documents.

Impact on Residents and Businesses

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

Approval of this item will facilitate the provision of 12 newly constructed mobile home park spaces in the Oasis community that will directly benefit those residents of Oasis Mobile Home Park that have been subject to unsafe conditions cited by EPA.

Additional Fiscal Information

No impact upon the County's General Fund, the proposed project will be funded with State HCD Grant funds.

ATTACHMENTS:

- Form of the Affordable Housing Grant Agreement
- Form of the Agreement Containing Covenants Affecting Real Property



Brianna Lontajo, Principal Management Analyst 11/2/2022



Kristine Bell-Valdez, Supervising Deputy County Counsel 10/27/2022

AFFORDABLE HOUSING GRANT AGREEMENT

Housing & Workforce Solutions

(Housing and Community Development Grant for Oasis Mobile Home Park)

This AFFORDABLE HOUSING GRANT AGREEMENT (this “**Agreement**”) is made this ____ day of November, 2022, by and between JESUS MONTANEZ, a single man (“**Grantee**”), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (“**County**”).

RECITALS

A. Oasis Mobile Home Park (“**Oasis MHP**”) is a mobile home park with approximately 350 unpermitted mobile homes located on Torres Martinez Desert Cahuilla tribal (allotted and fee) land and is home to more than 1,000 people in the Coachella Valley.

B. At Oasis MHP, there exists exceptional circumstances that require immediate attention. The exceptional circumstances include, not are not limited to, unsafe, non-potable water not suitable for human consumption for which the United States Environmental Protection Agency issued emergency drinking water orders, uninhabitable and dilapidated mobile homes that pose a health and safety risk to the residents, substandard sewer systems, and electrical systems that present fire risks and outages.

C. Across California and the Coachella Valley, there is a severe shortage of rental homes affordable and available to low-income households. Many of these households are extremely cost burdened, spending more than half of their income on housing, resulting in families having to sacrifice necessities such as healthy food and healthcare to pay rent.

D. To address the exceptional circumstances at Oasis MHP, the State of California, pursuant to the 2021 Budget Act Section 2.00, as amended by Budget Bill Jr. (“**SB 129**”) Chapter 69, Section 57, Item 2240-106-0001, Provision 3, allocated Thirty Million Dollars (\$30,000,000) to the County of Riverside to address relocation of residents of Oasis MHP.

E. The County’s Board of Supervisors, on October 26, 2021 (Minute Order 3.10), adopted Resolution No. 2021-195, Authorizing the Acceptance and Administration of a \$30,000,000 Grant from the California Department of Housing and Community Development and Authorizing the Director of Housing, Homeless Prevention & Workforce Solutions, or Designee, to Enter into and Execute the State Standard Agreement and Any Required Documentation, and Amendments Thereto, Necessary to Receive and Administer the Grant.

F. The County and the California Department of Housing and Community Development (“**HCD**”) executed Standard Agreement Number 21-GFD-001 (“**Standard Agreement**”) for \$30,000,000 in grant funds (“**HCD Grant**”) to provide emergency housing, develop quality affordable housing, and construct necessary infrastructure to relocate residents of Oasis MHP. The eligible uses of the HCD Grant, include, but are not limited to, the predevelopment, development, acquisition, rehabilitation of rental housing that is affordable to

extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.

G. Pursuant to the Standard Agreement, funding allocated under the HCD Grant shall be used to relocate residents of Oasis MPH.

H. The County has received, reviewed, and approved an application for funding from Grantee to develop a 12-unit mobile home park known as the "Maria y Jose Mobile Home Park" located at 85-701 Middleton Street, Thermal, California 92274. County and Grantee desire to enter into an Affordable Housing Grant Agreement (the "**Agreement**") to develop certain infrastructure (including, but not limited to, water, heating and electricity) serving 12 mobile home spaces to be rented by residents currently residing at Oasis MHP (collectively, the "**Restricted Spaces**"), located at 85-701 Middleton Road, Thermal, California 92274, and bearing Riverside County Assessor's Parcel Number (APN) 751-180-001, and more particularly described in Exhibit A attached hereto (the "**Property**").

I. Grantee is receiving funds in the amount of \$279,000 ("**County Grant**") to make qualifying improvements to the infrastructure serving the Restricted Spaces (the "**Project**"). In connection with the County Grant.

J. In connection with the County Grant, Grantee is required to deliver this Agreement and an Agreement Containing Covenants Affecting Real Property (with Use and Occupancy Restrictions) (the "**Declaration**") (collectively, and together with all other documents delivered in connection herewith, the "**County Grant Documents**"). The County Grant Documents are incorporated herein by reference as though fully set forth herein.

K. County has regularly and directly engaged residents of Oasis MPH and interested parties in planning and implementation of this Project.

L. Grantee represents and warrants to County that Grantee has read and understands the terms and provisions of this Agreement and the covenants, conditions, and restrictions set forth in the Declaration, and that Grantee has obtained the advice of independent legal counsel with respect to the terms of this Agreement and the County Grant Documents, or has knowingly and voluntarily waived the right to consult with legal counsel of their choosing.

M. The Project qualifies for assistance funded from the HCD Grant, which, for purposes of this Agreement, means that Grantee will restrict the occupancy of the Restricted Spaces to persons or families residing at Oasis MHP and whose annual income does not exceed the qualifying limits for "low income households", meaning that the household does not have aggregate gross income in excess of 80% of area median income for Riverside County, adjusted for actual family size, as published periodically by the State of California Department of Housing and Community Development.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference and made a part hereof, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **County Grant.** The County shall grant to the Grantee a maximum total amount of \$279,000 in HCD Grant funds (“County Grant”). Disbursement of the County Grant shall occur upon satisfactory receipt of copies of invoices and conditional (upon receipt of payment) lien releases for constructions costs to be paid with the proceeds of the County Grant. Any disbursement of funds is expressly conditioned upon the satisfaction of the County. County shall pay to Grantee on a “cost-as incurred” basis for all eligible approved costs.

Unless an “**Event of Acceleration**” (as that term is defined herein) occurs prior to the expiration of the Affordability Period, (a) no interest shall accumulate on the County Grant, and (b) upon the expiration of the Affordability Period, the Agreement and the County Grant Documents shall be cancelled and the County Grant shall be deemed satisfied. The Declaration shall be recorded as a senior lien against the Property.

For purposes hereof, “**Affordability Period**” means the period commencing upon the date of recordation of the Declaration in the official records of Riverside County and ending on the fifty fifth (55th) anniversary thereof.

2. **Property Transfer Restrictions.** The Property is subject to Transfer restrictions during the Affordability Period as set forth in the Declaration.

a. Grantee shall not “**Transfer**” (as defined in the Declaration) or permit the Transfer of the Property during the Affordability Period unless the Transfer is a “**Permitted Transfer**” (as defined in the Declaration) or approved by County in writing in accordance with the Declaration.

b. A Transfer that does not constitute a Permitted Transfer or is not approved in writing by County (a “**Prohibited Transfer**”) is expressly prohibited by this Agreement and shall constitute a default of Grantee under this Agreement, entitling County to demand immediate payment in full of outstanding amounts under the County Grant, as well as all remedies available at law or equity.

3. **Events of Acceleration.** The County Grant paid to Grantee shall become due and immediately payable irrespective of any provisions herein to the contrary upon the occurrence of any one of the following events of acceleration during the Affordability Period (each, an “**Event of Acceleration**”): (i) Prohibited Transfer of the Property (as defined in Section 3 above), or (ii) Grantee (or upon Grantee’s Transfer of the Property pursuant to a Permitted Transfer, Grantee’s transferee) is no longer requiring compliance with the occupancy and rent requirements for the Restricted Spaces set forth in this Agreement and the Declaration or is in default of any other obligation under this Agreement, or the Declaration. The Director of Housing & Workforce Solutions (“**HWS**”) may, in their sole and absolute discretion, waive some or all of the requirements of this Section.

4. **Notice to County.** County (or Grantee's permitted transferee or heirs following the death of Grantee) agrees to notify County in writing not less than ninety (90) days prior to any Transfer of any interest in the Property using the Notice of Intent to Transfer attached as Exhibit B hereto.

5. **Provision of Tax Records.** Grantee acknowledges that in the event County is audited, County may be required to submit the financial information, including tax records, of Grantee that are required by County to determine Grantee's compliance with requirements for the use of the HCD Grant under the Standard Agreement. In the event the County is unable to provide such information to the individual or entity performing the audit of the County's activities, Grantee agrees to provide such information to County, for the sole purpose of satisfying the audit. Upon completion of the audit, County shall, if legally able, return all such information to Grantee. Grantee shall maintain all such financial information regarding the Restricted Spaces for a period of seven (7) years from the date thereof.

6. **Maintenance of Property.** Grantee shall maintain the Restricted Spaces, improvements and landscaping on the Property in a manner consistent with community standards which will uphold the value of the Property, in accordance with the Municipal Code of the City in which the Property is located, if applicable, or the Riverside County Code. Grantee also agrees to comply with the County Grant Documents, and all applicable federal, state and local laws and regulations.

7. **Occupancy Standards and Requirements.** The use and occupancy of the Restricted Spaces shall be governed by the Declaration. Grantee covenants and agrees to utilize the Restricted Spaces and the Property in compliance with the Declaration at all times during the Affordability Period, including without limitation (capitalized terms not defined herein shall have the meaning set forth in the Declaration):

a. The Restricted Spaces shall be rented for use by mobile homes occupied by Low Income Households at an Affordable Space Rent during the Affordability Period and for no other purpose.

b. Grantee shall not enter into an agreement for the rental or lease of the Restricted Spaces, or any portion thereof, or permit the rental or lease of the Restricted Spaces, or any portion thereof, except in accordance with the County Grant Documents during the Affordability Period.

c. Occupancy of the mobile homes occupying the Restricted Spaces shall not exceed the maximum occupancy allowed by applicable law.

d. Grantee shall, upon demand by County, submit to County an affidavit of occupancy verifying Grantee's compliance with this Section. Said affidavit may be required by County on an annual basis.

e. Provided that Grantee obtains a similar exemption to any other applicable restrictions on the occupancy and use of the Restricted Spaces, County may grant a temporary written waiver of the above requirements for good cause, in County's sole and absolute discretion.

8. **Income and Asset Information.** Grantee agrees to require an application and additional information verifying income and asset eligibility of each Household prior to execution of a lease for a Restricted Space. Grantee represents, warrants and declares under penalty of perjury to County that all information Grantee has provided and will provide in the future to County is and will be true, correct and complete. Grantee acknowledges that County is relying upon Grantee's representations and covenants herein, and County would not have entered into this Agreement if Grantee did not so agree.

9. **Reserved.**

10. **Order of Recordation; Request for Notice.** The Declaration shall be in a senior lien position. Grantee agrees that County shall have no obligation to disburse County Grant funds unless and until the Declaration is recorded in the official records of Riverside County.

Grantee shall cause a Request for Notice of Default to be recorded on the Property requesting a statutory notice of default for all loans secured by the Property as set forth in the California Civil Code Section 2924(b). Such notice shall be sent to: County of Riverside, 3403 Tenth Street, Suite 300 Riverside, CA 92501, Attn: Director.

11. **Indemnification.** Grantee shall defend, indemnify and hold harmless County and County's officers, officials, agents, members, employees, and representatives from and against any losses, liabilities, claims, or judgments relating in any manner to or in connection with the Project, the Property, the Restricted Spaces, the County Grant, the County Grant Documents or this Agreement. Grantee shall remain fully obligated for the payment of taxes, liens and assessments related to the Property.

12. **Insurance.** Grantee shall maintain, during the term of this Agreement, such insurance as required by the Declaration, including an all-risk property insurance policy insuring the Property in an amount equal to the full replacement value of the structures on and Improvements to the Property. The policy shall name County as loss payee and shall contain a statement of obligation on behalf of the carrier to notify County of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Grantee shall transmit a copy of the certificate of insurance and loss payee endorsement to County prior to the execution of this Agreement, with an original to follow within thirty (30) days after the effective date of this Agreement, and Grantee shall annually transmit to County a copy of the certificate of insurance and a loss payee endorsement, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. The copy of the certificate of insurance and loss payee endorsement shall be transmitted to County as follows:

Housing & Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501
Attn: Director

Any certificate of insurance must be in a form, content, and with companies, reasonably approved by County.

13. **Defaults.** Failure or delay by either party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice (or such larger period as described in the immediately preceding sentence). Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Grantee's failure to perform, or violation of, any term or provision contained in any of the County Grant Documents within the time prescribed in the applicable document shall constitute a default hereunder which shall immediately give rise to County's right seek any remedies available under applicable law.

14. **Distribution of Insurance and Condemnation Proceeds.** In the event the improvements on the Property are destroyed and insurance proceeds are distributed to Grantee instead of being used to rebuild, or in the event of condemnation, if proceeds thereof are distributed to Grantee, such proceeds (the "**Proceeds**") shall be paid and distributed as follows: (i) first, to the holder of the first lien priority note, to pay the remaining balance owed thereon, (ii) second, to the extent Proceeds remain, to the holder of the second lien priority note, and any other monetary liens senior to that or the Deed of Trust, if any, to pay the remaining balance owed thereon, (iii) third, to the extent Proceeds remain, to the County, to pay the remaining balance owed thereon, and (iv) all remaining Proceeds shall be distributed to Grantee.

15. **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

16. **Covenants to Run with the Land.** All conditions, covenants, and restrictions contained in this Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the County and its respective successors and assigns, against Grantee, its successors and assigns, to or of the Property or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that County shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be

binding for the benefit of County and such covenants shall run in favor of County for the entire period during which such covenants shall be in force and effect, without regard to whether Grantee is or remains an owner of any land or interest therein to which such covenants relate. County shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any action at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

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

18. **Recordation; Other Documents.** Grantee agrees and acknowledges that prior to any disbursement of the County Grant, the Declaration shall be recorded against the Property with the County Recorder of the County of Riverside and shall appear of record with respect to and as an encumbrance to the Property. Grantee agrees to execute any other documents reasonably required by County or by a participating entity to complete the transaction contemplated hereby.

19. **Further Assurances.** Grantee shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as County shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

20. **Governing Law.** Grantee hereby agrees to comply with all ordinances, rules and regulations of the City in which the Property is located ("**City**"), if applicable, or the Riverside County Code. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any City or County ordinance, rule or regulation. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Riverside, State of California, located in Riverside, California or in the Federal District Court in the District of California in which Riverside County is located.

21. **Amendment to Agreement.** No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by Grantee and County.

22. **County May Assign.** County may, at its option and without obtaining the consent of the Grantee, assign this Agreement and/or any or all of the County Grant Documents.

23. **Grantee Assignment Prohibited.** In no event shall Grantee assign or transfer any portion of the Property, the County Grant, this Agreement or any of the other County Grant Documents or agreements referred to herein without the prior express written consent of County. Any such assignment or transfer without the prior express written consent of County shall be null and void.

County may, in its sole and absolute discretion, agree to the assignment of the County Grant to a purchaser of the Property only in the event that (i) County has determined, and Grantee has verified, that the assignee or transferee will comply with all covenants and obligations set forth in the Declaration, and (ii) that the assignee or transferee has expressly assumed this Agreement and the Declaration by execution of a written assumption agreement in such form as is approved by County.

24. **Relationship of Grantee and County.** The relationship of Grantee and County pursuant to this Agreement is that of debtor and creditor and shall not be or be construed to be a joint venture, equity venture, partnership, or other relationship.

25. **Notices.** Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered, delivered by reputable same-day or overnight courier that provides a receipt with the date and time of delivery, or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Grantee: Jesus Montanez
 85701 Middleton Road
 Thermal, CA 92274
 Attn: Owner

To County: Housing & Workforce Solutions
 3403 Tenth Street, Suite 300
 Riverside, CA 92501
 Attn: Director

Either party may change its address for notice by giving written notice thereof to the other party.

26. **Attorneys' Fees and Costs.** In the event that any action is instituted to enforce payment or performance under this Agreement, the parties agree the non-prevailing party shall be responsible for and shall pay all costs, including expert witness fees, and all attorneys' fees incurred by such prevailing party in enforcing this Agreement.

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

Grantee agrees for itself and any successor in interest that Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Property, or contracts relating to the Property, on the basis of race, color, creed, religion, sex, marital status, ancestry, or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

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

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

iii) In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of County, its successors and assigns, County and any successor in interest to the Property, together with any property acquired by the Grantee pursuant to this Agreement, or any part thereof. The covenants against discrimination shall remain in effect in perpetuity.

Notwithstanding the foregoing, the Grantee acknowledges and agrees that during the Affordability Period, Grantee shall rent the Restricted Spaces solely to Low Income Households at an Affordable Space Rent, as such terms are defined in the Declaration.

28. **Entire Agreement.** The County Grant Documents constitute the entire understanding and agreement of the parties with respect to the subject matter thereof. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between County and Grantee concerning all or any part of the subject matter thereof.

29. **Authority.** Each signatory hereto warrants to the other party that it has authority to sign on behalf of the party for whom it purports to sign.

30. **Joint and Several Liability.** Where Grantee consists of more than one person, each constituent person shall be jointly and severally liable for all amounts due hereunder and all covenants, conditions, representations, warranties and other obligations of Grantee under this Agreement; and any act or failure to act by any of those persons individually shall constitute an act of Grantee hereunder.

31. **Non-Liability of Officers and Employees.** No officer, official, member, employee, agent, or representative of County shall be personally liable to Grantee, or any successor or assign of same, in the event of any default or breach by County, or for any amount which may become due to Grantee, or any successor or assign of same, or for breach of any obligation of the terms of this Agreement.

32. **Time of Essence.** Time is of the essence of every portion of this Agreement in which time is a material part.

33. **Interpretation; Severability.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party hereto by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

34. **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties with respect to the subject matter hereof, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

35. **Counterparts.** This Agreement may be executed in counterparts, each of which, when this Agreement has been signed by each of the parties hereto, shall be deemed to be an original.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

“County”

“Grantee”

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

form - do not sign _____

Print Name: Jesus Montanez, a single man

By: form - do not sign _____

Date: _____, 2022

Heidi Marshall, Director

Date: _____, 2022

APPROVED AS TO FORM:

MINH C. TRAN
COUNTY COUNSEL

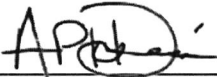
By:  _____
Amrit P. Dhillon
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the Unincorporated Community of Oasis, County of Riverside, State of California, described as follows:

THAT PORTION OF LOT 5 OF THE SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COACHELLA VALLEY COUNTY WATER DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10 PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 5; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 5 TO THE MOST NORTHERLY CORNER THEREOF; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 315 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT, DISTANCE 345 FEET SOUTHWESTERLY FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 345 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE MOBILE HOME LOCATED THEREON.

APN: 751-180-001-7

APN: 751-180-001

EXHIBIT "B"

NOTICE OF INTENT TO TRANSFER

[See attached]

NOTICE OF INTENT TO TRANSFER

NOTICE OF INTENT TO TRANSFER MUST BE DELIVERED
TO THE THE COUNTY OF RIVERSIDE PRIOR TO
PROCEEDING WITH ANY TRANSFER OF THE PROPERTY.

From: _____ (“Owner”)

To: County of Riverside
3403 Tenth St., Ste. 300
Riverside, CA 92501
Attn: Director

Date: _____

Re: <insert address>
APN: _____
(the “Property”)

Owner desires to [sell, convey, transfer by inheritance or devise, lease, gift, otherwise transfer] (circle appropriate words) the Property.

The Property is subject to affordability and other covenants given by Grantee in favor of County, including that Restricted Spaces on the Property are restricted to rental to Low Income Households at an Affordable Space Rent in accordance with an Affordable Housing Grant Agreement and an Agreement Containing covenants Affecting Real Property (With Use and Occupancy Covenants) recorded against the Property.

Date: _____

Exhibit – Do Not Sign _____

Signature of Owner

() _____

Day time telephone of Owner

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Riverside
3403 Tenth Street, Suite 300
Riverside, CA 92501
Attn: Director

(Space above for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY
(WITH USE AND OCCUPANCY COVENANTS)

Housing & Workforce Solutions
(Housing and Community Development Grant for Oasis Mobile Home Park)

This **AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY (WITH USE AND OCCUPANCY COVENANTS)** (this "**Declaration**") is made as of _____, 2022 by and between **JESUS MONTANEZ, a single man ("Owner")** (together with its permitted successors and assigns, the "**Owner**") and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("**County**").

RECITALS

A. Oasis Mobile Home Park ("Oasis MHP") is a mobile home park with approximately 350 unpermitted mobile homes located on Torres Martinez Desert Cahuilla tribal (allotted and fee) land and is home to more than 1,000 people in the Coachella Valley.

B. At Oasis MHP, there exists exceptional circumstances that require immediate attention. The exceptional circumstances include, not are not limited to, unsafe, non-potable water not suitable for human consumption for which the United States Environmental Protection Agency issued emergency drinking water orders, uninhabitable and dilapidated mobile homes that pose a health and safety risk to the residents, substandard sewer systems, and electrical systems that present fire risks and outages.

C. Across California and the Coachella Valley, there is a severe shortage of rental homes affordable and available to low-income households. Many of these households are extremely cost burdened, spending more than half of their income on housing, resulting in families having to sacrifice necessities such as healthy food and healthcare to pay rent.

D. To address the exceptional circumstances at Oasis MHP, the State of California, pursuant to the 2021 Budget Act Section 2.00, as amended by Budget Bill Jr. ("SB 129") Chapter 69, Section 57, Item 2240-106-0001, Provision 3, allocated Thirty Million Dollars (\$30,000,000) to the County of Riverside to address relocation of residents of Oasis MHP.

E. The County's Board of Supervisors, on October 26, 2021 (Minute Order 3.10), adopted Resolution No. 2021-195, Authorizing the Acceptance and Administration of a \$30,000,000 Grant from the California Department of Housing and Community Development and

Authorizing the Director of Housing, Homeless Prevention & Workforce Solutions, or Designee, to Enter into and Execute the State Standard Agreement and Any Required Documentation, and Amendments Thereto, Necessary to Receive and Administer the Grant.

F. The County and the California Department of Housing and Community Development (“HCD”) executed Standard Agreement Number 21-GFD-001 (“Standard Agreement”) for \$30,000,000 in grant funds (“HCD Grant”) to provide emergency housing, develop quality affordable housing, and construct necessary infrastructure to relocate residents of Oasis MHP. The eligible uses of the HCD Grant, include, but are not limited to, the predevelopment, development, acquisition, rehabilitation of rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.

G. Pursuant to the Standard Agreement, funding allocated under the HCD Grant shall be available to those residents of Oasis MPH.

H. The County has received, reviewed, and approved an application for funding from Grantee to develop a 12-unit mobile home park known as the “Maria y Jose Mobile Home Park” located at 85-701 Middleton Street, Thermal, California 92274. County and Grantee desire to enter into an Affordable Housing Grant Agreement (the “**Agreement**”) to develop certain infrastructure (such as water, heating and electricity) serving 12 mobile home spaces to be rented by residents currently residing at Oasis MHP (collectively, the “**Restricted Spaces**”), located at 85-601 Middleton Street, Thermal, California 92274, and bearing Riverside County Assessor's Parcel Number (APN) 751-180-001, and more particularly described in Exhibit A attached hereto (the “**Property**”).

I. Grant is receiving funds in the amount of \$279,000 (“**County Grant**”) to make qualifying improvements to the infrastructure serving the Restricted Spaces (the “**Project**”).

J. In connection with the County Grant, Grantee is required to deliver the Agreement and this Agreement Containing Covenants Affecting Real Property (with Use and Occupancy Restrictions) (the “**Declaration**”) (collectively, and together with all other documents delivered in connection herewith, the “**County Grant Documents**”). The County Grant Documents are incorporated herein by reference as though fully set forth herein.

K. County has regularly and directly engaged residents of Oasis MPH and interested parties in planning and implementation of this Project.

L. Grantee represents and warrants to County that Grantee has read and understands the terms and provisions of this Declaration and the covenants, conditions, and restrictions set forth in the Declaration, and that Grantee has obtained the advice of independent legal counsel with respect to the terms of this Declaration and the County Grant Documents, or has knowingly and voluntarily waived the right to consult with legal counsel of their choosing.

M. The Project qualifies for assistance funded from the HCD Grant, which, for purposes of this Declaration, means that Grantee will restrict the occupancy of the Restricted Spaces to persons or families residing at Oasis MHP and whose annual income does not exceed the qualifying limits for “low income households”, meaning that the household does not have

aggregate gross income in excess of 80% of area median income for Riverside County, adjusted for actual family size, as published periodically by the State of California Department of Housing and Community Development.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference and made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, on behalf of itself and its successors, assigns, and each successor in interest to the Property or any part thereof, hereby declares, covenants, acknowledges and agrees as follows:

ARTICLE I NONDISCRIMINATION

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

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

Section 2. Nondiscrimination Clauses. Owner shall refrain from restricting the sale of the Property, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code. All such deeds, leases, contracts or subcontracts shall contain or be subject to substantially the following nondiscrimination and nonsegregation clauses:

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

practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

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

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

c. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in connection with the performance of this contract nor shall the contracting party himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, contractors, subcontractors or vendees with respect to the premises.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360

of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

The covenants in this Article I shall run with the Property in perpetuity.

ARTICLE II

GENERAL DUTIES OF OWNER

Section 1. Construction; Maintenance. Owner shall cause the completion of construction of the Project in a timely manner and in accordance with all applicable laws. Owner, or its successor in interest, shall maintain the Property and all of the improvements thereon in good condition in accordance with the terms and conditions hereof and in conformity with all applicable Governmental Regulations, including, without limitation, the Municipal Code of the City in which the Project is located, if applicable or the County of Riverside Ordinance (the “Code”). The Owner shall keep the Property free from graffiti and from any accumulation of debris or waste materials and shall maintain the landscaping in good condition. All exterior, painted surfaces of any structures located on the Property shall be maintained at all times in a clean, safe and presentable manner.

Section 2. No Nuisance. Owner shall not maintain, cause to be maintained, or allow to be maintained on or about the Property any public or private nuisance, including without limitation, the conduct of criminal activities set forth in the nuisance abatement provisions of the Uniform Controlled Substances Act (Health & Safety Code Sections 11570, et seq.) or the Street Terrorism Enforcement and Prevention Act (Penal Code Sections 186.22 et seq.) or any successor statute or law.

Section 3. Structural Modifications. In order to protect and maintain the structural integrity of the Restricted Spaces, subsequent to completion of the Project, no structural modification shall be made to the Restricted Spaces without a validly issued building permit in accordance with the requirements of the Code.

Section 4. Use and Occupancy Standards. In accordance with the HCD Grant and the Standard Agreement, the Restricted Spaces shall be rented to Low Income Households at an Affordable Space Rent during the Affordability Period (as hereinafter defined) and for no other purpose. Owner shall enter into a written agreement for the rental or lease of all or any portion of the Restricted Spaces during the Affordability Period. The maximum occupancy of the mobile homes occupying the Restricted Spaces shall not exceed the maximum occupancy allowed by the Code. Owner shall, upon demand by County, submit to County an affidavit of occupancy verifying Owner’s compliance with this section. Said affidavit may be required by County on an annual basis.

Section 5. Obligation To Repair And Rebuild.

(a) Damage and Destruction Affecting Property-Duty to Rebuild. If all or any portion of the Property is damaged or destroyed by fire or other casualty, it shall be the duty of Owner to rebuild, repair or reconstruct the Property in a timely manner to restore it to Code compliance condition.

(b) Variance in Exterior Appearance and Design. If the Property is damaged or destroyed by casualty, Owner may apply to County and any city with jurisdiction over the Property (“City”) for approval to reconstruct, rebuild or repair the Property in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

(c) Time Limitation. In the event of damage or destruction due to casualty, Owner shall be obligated to proceed with all due diligence and commence reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after damage occurs or demolition and vacate within two (2) months, unless prevented by causes beyond the reasonable control of Owner.

ARTICLE III **AFFORDABLE HOUSING OBLIGATIONS**

Section 1. Purpose. Owner acknowledges that the purpose of the County Grant is to provide safe and affordable housing to Low Income Households occupying the mobile homes utilizing the Restricted Spaces. Pursuant to such purpose, Owner covenants and agrees to rent the Restricted Spaces during the Affordability Period solely to Low Income Households at an Affordable Space Rent consistent with applicable requirements of this Declaration, the HCD Grant, and the Standard Agreement.

Section 2. Use. Owner covenants and agrees for itself, its successors, its assigns and every successor in interest to the Restricted Spaces or any part thereof, that Owner, such successors and such assignees shall use the Restricted Spaces only for the uses specified in the County Grant Documents and this Declaration. No change in the use of the Restricted Spaces shall be permitted without the prior written approval of the County. The Restricted Spaces shall comply with the Code and all applicable laws.

Without limiting the generality of the foregoing, Owner, its successors and assigns shall use the Restricted Spaces solely for housing for Low Income Households. The Restricted Spaces shall be made available at an Affordable Space Rent (defined hereinbelow and in the Agreement) and occupied by Low Income Households (defined hereinbelow and in the Grant Agreement) whose incomes do not exceed 80% of the area median income for the County of Riverside (as defined herein below).

County, and its respective successors and assigns, shall have the right, but not the obligation, to monitor and enforce the covenants contained in this Declaration.

Section 3. Income and Rent Restrictions. The maximum Household income of residential tenants eligible to rent the Restricted Spaces shall be determined on the basis of the area median income for the County of Riverside Standard Metropolitan Area as determined by the U.S. Department of Housing and Urban Development and published approximately annually by the California Department of Housing and Community Development (“HCD”) pursuant to Title 25, Section 6932 of the California Code of Regulations (“Area Median Income”). For purposes of this Covenant, the term “**Low Income Household**” shall mean a Household whose Gross Income does not exceed eighty percent (80%) of Area Median Income adjusted for actual household size.

“**Gross Income**” shall be calculated in accordance with Title 25, Section 6914 of the California Code of Regulations.

The maximum monthly “**Affordable Space Rent**,” together with any loan payments due for the purchase of the mobile home, and a reasonable utility allowance for utilities and services (excluding telephone) (collectively, the “**Monthly Housing Cost**”), that may be charged to tenants of the Restricted Spaces shall not exceed the maximum allowable rent to be charged by Owner and paid by Low Income Households occupying the Restricted Spaces as determined pursuant to Health & Safety Code Sections 50053(b), as may be amended from time to time, and the regulations promulgated pursuant to or incorporated therein, including, without limitation, any applicable regulations promulgated pursuant to Health & Safety Code Section 50093 adjusted for family size appropriate for the Affordable Unit.

As of the date of this Declaration, such maximum Monthly Housing Cost, including Affordable Space Rent, shall not exceed the following:

(1) As to Households occupying a Restricted Space whose Gross Income does not exceed thirty percent (30%) of AMI, one-twelfth (1/12) times the product of thirty percent (30%) times thirty percent (30%) of the Area Median Income, adjusted for family size appropriate for the affordable unit.

(2) As to Households occupying a Restricted Space whose Gross Income does not exceed fifty percent (50%) of AMI, one-twelfth (1/12) times the product of thirty percent (30%) times fifty percent (50%) of the Area Median Income, adjusted for family size appropriate for the affordable unit.

(3) As to Households occupying a Restricted Space whose Gross Income exceeds fifty percent (50%) of AMI, but does not exceed eighty percent (80%) of AMI, the product of thirty percent (30%) times sixty percent (60%) of AMI adjusted for family size appropriate for the affordable unit.

For purposes of this Declaration, the phrase, “**adjusted for family size appropriate for the affordable unit**” shall mean the number of bedrooms in the mobile home plus one.

For purposes hereof, “**Household**” means one or more persons occupying a mobile home located on the Restricted Space.

Section 4. Increases in Tenant Income. To the extent permitted by law, this Paragraph shall govern in the event of increases in tenant incomes:

(1) a tenant who initially qualified as a Low Income Household, but due to an increase in income no longer qualifies as a Low Income Household, but does qualify as a Moderate Income Household as defined by Health & Safety Code Section 50093, shall pay a Monthly Housing Cost, including Affordable Space Rent, that shall not exceed the amount permitted by Health & Safety Code Section 50053(b)(4) as may be amended from time to time, which as of the date hereof shall not to exceed one-twelfth (1/12th) of thirty percent (30%) of one hundred ten percent (110%) of Area Median Income, adjusted for household size appropriate for the unit; and

(2) if a Household's income increases to above 120% of Area Median Income, the Household will be required to move out or pay the market rate space rent. In the event a Restricted Space is occupied by a Household with income exceeding the maximum qualifying income for a Low Income Household due to increases in tenant income as specified hereinabove, Owner shall rent the next available Restricted Space in the Project to a Low Income Household, at an Affordable Space Rent to comply with the requirements of this Declaration.

Section 5. Additional Occupancy Restrictions. Neither Owner, nor any officer, employee, agent, official or consultant of Owner may occupy any of the Restricted Spaces. Owner may occupy or reside in other buildings on the Property.

Section 6. Default. Failure to comply with the affordability and occupancy requirements of this Declaration is an event of default under the terms of the Agreement. Pursuant to Agreement evidencing the County Grant, subject to the right to cure, the County Grant will be due and payable immediately if the Project and the Restricted Spaces located thereon do not meet the affordability requirements of this Declaration.

Section 7. Term. Except for the non-discrimination provisions, which shall run in perpetuity, this Declaration and the use and occupancy restrictions applicable to the Restricted Spaces set forth herein shall remain in effect for a period of no less than fifty-five (55) years from the date of recordation of this Declaration in the official records of County Recorded of Riverside County ("**Term**" or "**Affordability Period**") and shall be binding upon the Property, Owner, and its successors and assigns, and enforceable by the County without regard to (1) the term of the Agreement, or (2) a Transfer of the Property.

Section 8. Sale, Assignment or Transfer of the Project or Property. Except for a Permitted Transfer, or as otherwise provided in the Agreement and this Declaration, Owner hereby covenants and agrees not to Transfer the Property or any portion thereof, including the Restricted Spaces, without obtaining the prior written consent of County. Any Transfer of the Property shall include an assignment and assumption agreement, the form and substance of which have been first approved in writing by the County. Such assignment and assumption agreement shall, among other things, provide that the transferee has assumed in writing and in full, all of Owner's duties and obligations under the Agreement and this Declaration.

For purposes hereof, a "**Transfer**" is (i) any sale, assignment, or transfer of an interest in any or all of the Property, whether voluntary or involuntary, including, without limitation, a deed of trust, mortgage, fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entireties, life estate, or other limited estate, leasehold interest or any rental of the Property; (ii) any interest evidenced by a land contract, including without limitation, a deed of trust or other lien filed against the Property; (iii) the refinancing of the lien of the any senior position Deeds of Trust, or (iv) the recordation of or refinancing of any lien without the written consent of County, regardless of whether the lien is senior or subordinate to the Agreement and this Declaration.

Section 9. Violation of Transfer Restrictions. Owner specifically acknowledges, covenants and agrees that any Transfer or use of the Property in violation of this Declaration, (i) may be enjoined by County, (ii) will entitle County to demand payment in full of all amounts

outstanding under the County Grant and (iii) shall provide County with the right to void any Transfer, attempted Transfer or use in violation thereof.

Section 10. Permitted Transfers. Notwithstanding the above, however, the following Transfers of the Property shall be permitted without the prior written consent of the County (collectively, “**Permitted Transfers**”):

(a) The Transfer of the Property to the surviving joint tenant Owner by operation of law, on the death of an Owner joint tenant;

(b) A Transfer of the Property where the spouse of Owner becomes an owner of the property;

(c) A Transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse of Owner becomes an owner of the Property;

(d) A Transfer to an inter vivos trust in which the Owner is and remains the sole beneficial owner and occupant of the Property;

(e) A Transfer resulting from a change in the manner in which title to the Property is held (for example, a change from joint tenancy to community property) which does not result in (i) Owner ceasing to be the sole beneficial owner of the Property, or (ii) failure of the beneficial owner(s) to occupy the Property;

(f) A Transfer which, under applicable law, would not, by itself, permit County to exercise a due on sale or due on encumbrance clause;

(g) The rental of a Restricted Space to a Low Income household at an Affordable Space Rent in accordance with the terms and conditions of this Declaration.

Section 11. Transfer Review. At least ninety (90) days prior to any proposed Transfer, Owner shall submit to County a Notice of Intent to Transfer in the form attached as Exhibit C hereto. Owner shall not cause or permit a Transfer of the Property or of an interest therein to occur without prior written confirmation from County that County has determined that the proposed transferee is reasonably capable of performing the obligations of Owner hereunder or constitutes a Permitted Transfer. County shall not be obligated to approve a Transfer until and unless the proposed transferee has submitted to County such information and completed such forms and certifications as County shall request in connection with insuring compliance with this Declaration which may include, but will not be limited to, certifications as to the proposed transferee's intent with respect to the Property, the proposed purchase price, the proposed financing of the purchase price, the proposed transferee's agreement to abide by the terms and conditions hereof, and disclosure of the proposed transferee's interest, if any, in other similar property.

Section 12. Operation of Project.

a. Project Monitoring and Evaluation; Tenant Checklist. Owner shall submit a Tenant Checklist Form to County, in such form as is required by County and may be revised from time to time by County, summarizing the income and household composition of the

Low-Income Households qualified to occupy and thereafter occupying the Restricted Units and the calculation of the Affordable Space Rents therefor. The Tenant Checklist Form shall be submitted upon completion of the Project and thereafter, on a semi-annual basis on or before March 31 and September 30.

b. Written Lease. Owner shall provide written rental agreement/lease for not less than one year, unless by mutual agreement between the tenant and Owner. County shall review the initial form of the lease agreement prior to Owner executing any leases and, provided that Owner uses the approved lease form, Owner shall be permitted to enter into residential leases of the Restricted Spaces without County's prior written consent.

c. Prohibited Lease Terms. The rental agreement/lease may not contain any of the following provisions:

(1) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of Owner in a lawsuit brought in connection with the lease.

(2) Treatment of property. Agreements by tenant that Owner may take, hold, or sell personal property of Household members without notice to the tenant and a court decision on the rights of the Parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining on the Property or in the housing unit after the tenant has moved off the Property or out of the unit. Owner may dispose of this personal property in accordance with State law.

(3) Excusing Owner from responsibility. Agreement by the tenant not to hold Owner or Owner's agents legally responsible for any action or failure to act, whether intentional or negligent.

(4) Waiver of notice. Agreement of the tenant that Owner may institute a lawsuit without notice to the tenant.

(5) Waiver of legal proceeding. Agreement by the tenant that the Owner may evict the tenant or Household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the Parties.

(6) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury.

(7) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

(8) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by Owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

d. Written Selection Policies. Owner shall adopt written selection policies and criteria that meet the following requirements and are approved in writing by the

County prior to entering into any new lease for the Restricted Spaces which selection policies shall be subject to all applicable laws:

(1) Are consistent with the purpose of providing housing for Low Income Households.

(2) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease.

(3) Provide for:

(A) the selection of tenants from a written waiting list in the chronological order of their satisfaction of all eligibility requirements, insofar as is practicable; and

(B) the prompt written notification to any rejected applicant of the grounds for any rejection;

(4) To the extent permitted by law, provide first priority in the selection of otherwise eligible tenants to persons displaced by the County (if any); and

(5) Reserved.

e. Income Requirements and Certification. Prior to leasing a Restricted Space and annually thereafter, Owner, at its sole expense, shall certify the eligibility of each tenant applicant as a Low Income Household. The Owner shall, complete such certification on forms as may be reasonably required by the County. Gross Income calculations for prospective (and continuing) tenants shall be determined in accordance herewith and with applicable state law. Owner shall submit such income certification, verification and such additional information as may reasonably be required in the future by the County. Such supporting documentation shall include, for each member of the household eighteen (18) years old or older, copies of tax returns, paycheck stubs, or other evidence of income as may be reasonably requested by County. Owner and the County agree and acknowledge that the County may require such additional information, if any, required to comply with applicable California law regarding affordable housing, the HCD Grant, and the Standard Agreement.

ARTICLE IV **ENFORCEMENT**

Section 1. Remedies. Subject to the notice and cure rights of the Owner, in the event of default or breach of any of the terms or conditions of this Declaration by Owner, its heirs, executors, administrators or assigns, County may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California, including, but not limited to, injunctive relief and/or specific performance. Performance of the obligations set forth herein is secured by a deed of trust recorded against the Property concurrently herewith.

By way of example and not limitation, if any default, breach or violation is not cured to the satisfaction of County within the applicable cure period, County may declare an **“Event of Default”** hereunder and may take any one or more of the following actions:

(a) Collect all rents and income in connection with the operation or sale of the Restricted Spaces and/or the Property, if any, and use the same and the reserve funds for the sale, operation and/or maintenance of the Restricted Spaces and/or the Property.

(b) Take possession of the Restricted Spaces and/or the Property and bring any action necessary to enforce any rights of the County growing out of the lease, sale or Transfer of the Restricted Spaces and/or the Property, and operate the Restricted Spaces and/or the Property in accordance with the terms of this Declaration until such time as County, in its sole discretion, shall determine that the Owner is again in a position to resume operation of the Restricted Spaces in accordance with the terms of this Declaration.

(c) Apply to any court, state or federal, for specific performance of this Declaration or for the appointment of a receiver to take over and operate and sell the Restricted Spaces and/or the Property in accordance with the terms of this Declaration, or for such other relief as may be appropriate. It is agreed by the Owner that the injury to County arising from a default under any of the terms of this Declaration would be irreparable and that the amount of compensation which would provide adequate relief to County, in light of the purposes and requirements of the programs applicable to the Property, would be impossible to ascertain.

(d) Accelerate all amounts, including outstanding principal and interest if applicable, due under the terms of the County Grant Documents and demand immediate repayment thereof.

(e) Seek such other appropriate remedies as may be available under the law.

In the event that the breach or violation involves renting the Restricted Spaces at a price or with financing that results in costs to the tenant in excess of those permitted under this Declaration, County may demand the return of such excess proceeds or other charges to the affected households.

The remedies of County hereunder and under the other County Grant Documents are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by County of any one or more of its other remedies.

Section 2. Rights of County. As a party to this Declaration, County is entitled to the following rights:

a. County has the right, but not the obligation, to enforce all of the provisions of this Declaration.

b. Any amendment to this Declaration shall require the written consent of County.

c. This Declaration does not in any way infringe on the right or duties of the City in which the property is located to enforce any of the provisions of the Code including, but not limited to, the abatement of dangerous buildings.

Section 3. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 4. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 5. Third Party Beneficiary. This Declaration is made and entered into for the sole protection and benefit of the County and its respective successors and assigns, and Owner, and its permitted successors and assigns, and no other person or persons shall have any right of action hereon.

Section 6. Remedies; Attorneys' Fees and Costs. Breach of the covenants contained herein may be enjoined, abated or remedied by appropriate legal proceeding. In the event that County incurs any attorneys' fees, court costs, or any other costs or expenses in investigating compliance with or enforcing this Declaration, or investigating or defending claims brought by Owner under this Declaration, County shall be entitled to recover any such fees, costs and expenses from Owner.

ARTICLE V

GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 2. Construction. The provisions of this Declaration shall be liberally construed for the purpose of developing and maintaining the Property as affordable housing and restricting the sale of the Property thereon in accordance with this Declaration and the Agreement. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 3. Amendments. This Declaration may be amended only by the written agreement of Owner and County.

Section 4. Notices. Any notice permitted or required to be delivered as provided herein from one party to another shall be in writing and may be delivered either personally or by first-class or registered mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States Mail, postage prepaid. Notices to Owner shall be sent to Jesus Montanez, 85701 Middleton Street, Thermal, California 92274. Notices to County shall be sent to County at 3403 Tenth Street, Suite 300, Riverside, CA 92501, Attention: Director. Such addresses may be changed from time to time by notice in writing, which shall be made by certified mail to the other party in accordance herewith.

Section 5. Notice of Inspection. Owner agrees and acknowledges that County and its employees and agents shall have the right to enter upon the Property during normal business hours to ensure compliance with this Declaration and other applicable federal, state and local laws and regulations. County agrees to notify Owner not less than forty eight (48) hours prior to County's proposed time of inspection of the Property, and agrees to attempt to obtain Owner's consent to

the timing of such inspection. Upon receipt of such notice, Owner agrees to cooperate with County in making the Property available for inspection by County. Owner acknowledges and agrees that in the event that if for any reason Owner fails to consent to such inspection, County may obtain an administrative inspection warrant or take such other legal actions as may be necessary to gain entry to and inspect the Property.

Section 7. Cure Rights. Owner shall notify County in writing within three (3) days of receiving any notice of default, delinquency or foreclosure with respect to any lien or agreement (including any defaults under any other loan secured by an interest in the Property) which could potentially affect Owner's or County's right, title and interest in the Property. County shall have the option, but not the obligation, to advance any sums due or take any other actions necessary to stay or cure the default, delinquency or foreclosure, and County shall thereafter be entitled to immediately recover from Owner and Owner shall immediately pay to County any payments, cost and expenses incurred in connection with the stay and/or cure, including but not limited to attorneys' fees and court costs, together with interest thereon at the rate of seven (7%) percent per annum (or the maximum rate permitted by law) from the date advanced or incurred until the date repaid.

Section 8. Transfer Voidable If Procedure Not Followed. Any Transfer in violation of the terms and procedures set forth in this Declaration shall be voidable by County at County's election in its sole and absolute discretion.

Section 9. Insurance. Without limiting or diminishing Owner's obligation to indemnify or hold County harmless, Owner shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Declaration.

a. Worker's Compensation Insurance. If Owner has employees as defined by the State of California, Owner 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 County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

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

c. Vehicle Liability Insurance. If vehicles or mobile equipment are used in the performance of the obligations under this Declaration, then Owner 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 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured or provide similar evidence of coverage approved by County's Risk Manager ("**Risk Manager**").

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

(3) Owner shall cause Owner's insurance carrier(s) to furnish the County copies of the Certificate(s) of Insurance and Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. Owner shall not continue operations until County has been furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of policies of insurance including all endorsements and any and all other attachments as required herein. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for each policy and the Certificate of Insurance.

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

(5) If, during the term of this Declaration, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures, then County reserves the right to adjust the types of insurance required under this Declaration and the monetary limits of liability for the insurance coverage's currently required herein, if; in Risk Manager's reasonable judgment, the amount or type of insurance carried by Owner has become inadequate.

(6) Owner shall pass down the insurance obligations contained herein to all tiers of subcontractors.

(7) Owner agrees to notify County 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 Declaration.

Section 10. No Waiver. Failure by County to enforce or delay by County in enforcing any right or remedy with respect to this Declaration shall not bar or limit any subsequent enforcement of the same or any other right or remedy with respect to the same subject matter or a different subject matter. Rights and remedies of County under this Declaration may be waived or modified only by a written instrument signed by County which states an express intention to waive or modify such rights and remedies.

Section 11. Further Assurances. Owner shall from time to time provide County with such further information and shall execute such further documentation and agreements as may be reasonably necessary or appropriate to carry out the purposes of this Declaration.

Section 12. Joint and Several Obligations. If at any time the Property is owned by more than one individual, all of the Owners shall be jointly and severally liable for the obligations imposed by this Declaration.

Section 13. Venue/Choice of Law. The parties agree that this Declaration shall be deemed entered into and performed in Riverside County, California, and that any litigation under this Declaration shall be brought in the Superior Court for Riverside County in Riverside, California and governed and construed in accordance with the laws of the State of California.

[Signatures on Next Page]

IN WITNESS WHEREOF, County and Owner have executed this Declaration as of the date set forth above.

“County”

“Owner”

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

form - do not sign _____

Print Name: Jesus Montanez, a single man

By: form - do not sign _____


Date: _____, 2022

Heidi Marshall, Director

Date: _____, 2022

APPROVED AS TO FORM:

MINH C. TRAN
COUNTY COUNSEL

By:  _____
Amrit P. Dhillon
Deputy County Counsel

[DECLARATION SIGNATURE PAGE]

EXHIBIT A
LEGAL DESCRIPTION

Real property in the County of Riverside, State of California, described as follows:

THAT PORTION OF LOT 5 OF THE SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COACHELLA VALLEY COUNTY WATER DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10 PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 5; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 5 TO THE MOST NORTHERLY CORNER THEREOF; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 315 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT, DISTANCE 345 FEET SOUTHWESTERLY FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 345 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE MOBILE HOME LOCATED THEREON.

APN: 751-180-001-7

APN: 751-180-001

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____ a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____ a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____ a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "B"

NOTICE OF INTENT TO TRANSFER

[See attached]

NOTICE OF INTENT TO TRANSFER

NOTICE OF INTENT TO TRANSFER MUST BE DELIVERED
TO THE THE COUNTY OF RIVERSIDE NINETY (90) DAYS
PRIOR TO PROCEEDING WITH ANY TRANSFER OF THE
PROPERTY.

From: _____ (“Owner”)

To: Housing & Workforce Solutions (“County”)
3403 Tenth Street, Suite 300
Riverside, CA 92501
Attn: Director

Date: _____

Re: _____
APN: _____
(the “Property”)

Owner desires to [sell, convey, transfer by inheritance or devise, lease, gift, otherwise transfer] (circle appropriate words) the Property.

The Property is subject to affordability and other covenants given by Owner in favor of County, including that transfers of the Property are restricted to the transferee assuming the obligations or Owner in accordance with an Affordable Housing Grant Agreement and Agreement Containing Covenants Affecting Real Property recorded against the Property.

Date: _____

Exhibit – Do Not Sign

Signature of Owner

() _____
Day time telephone of Owner

Boydd, April

From: cob@rivco.org
Sent: Tuesday, November 8, 2022 1:08 AM
To: COB; ogastelum@leadershipcounsel.org
Subject: Board comments web submission

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Omar
Last Name: Gastelum
Phone: 7603936766
Email: ogastelum@leadershipcounsel.org
Agenda Date: 11/08/2022
Agenda Item # or Public Comment: 3.13

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID # 864 4411 6015 . Password is 20221108. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.