

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”

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


By: form - do not sign

Heidi Marshall, Director

Date: _____, 2022

APPROVED AS TO FORM:

MINH C. TRAN
COUNTY COUNSEL

By: 
Amrit P. Dhillon
Deputy County Counsel

“Grantee”

form - do not sign

Print Name: Jesus Montanez, a single man

Date: _____, 2022

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