

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (the "**Agreement**") is entered into this _____ day of _____, 2024 ("**Agreement Date**"), between the **COUNTY OF ORANGE**, a political subdivision of the State of California ("**County**"), **MEDLIN WORKFORCE & REENTRY SOLUTIONS LLC**, a California limited liability company ("**Operator**") and **GRIFFIN/SWINERTON LLC**, a Delaware Limited Liability Company ("**Developer**") (Operator and Developer may collectively be referred to herein as the "**Project Team**"). County and Project Team may sometimes individually be referred to as "**Party**" or jointly as "**Parties**."

RECITALS

- A. The County is fee owner of certain real property, commonly referred to as the County's Old Animal Shelter and sometimes known as the Manchester Complex, consisting of approximately 3.75 acres located at 561 The City Drive South in the City of Orange, CA (the "**Site**"). The Site is more specifically described in Exhibit A and depicted in Exhibit B. The County is interested in developing the Site as a Workforce Reentry Center, including the construction and operation of a facility establishing a business-based program to provide justice-involved individuals with training to develop, produce, and provide the goods and/or services to be delivered as part of the business operation of a vocational rehabilitative program (the "**Project**"). Participants may also include individuals involved in the County's various systems of care.
- B. Government Code Section 25515, *et. seq.*, allows counties to develop county-owned property through a joint venture with a private entity for certain enumerated uses; and pursuant to Government Code Section 25515.1, the County may sell or lease "any of its real property to any person, partnership, corporation or government entity the [Board of Supervisors] selects for purposes of cultural, residential, commercial, or industrial use or development." All such development pursuant to Government Code Section 25515, *et. seq.*, constitutes a valid public purpose. The County has determined that the development of the Property by a private entity through a partnership with the County will result in a public and economic benefit to the County.
- C. Consistent with Government Code Section 25515, *et. seq.*, and in an effort to institute programs consistent with Government Code sections 26600 (reentry programs) and 27771 (probation supervision), and to fulfill a Strategic Priority in the County's OC CARES 2025 Vision plan adopted by the Board, the County issued a Request for Qualifications ("**RFQ**") for the Project. The Project Team, as part of a consortium also comprised of Hub for Integration, Reentry & Employment ("**H.I.R.E.**"), LPA Design Studios, Swinerton Builders, Kidder Mathews, and Citi (collectively, the "**Project Team Members**"), was the successful respondent to the RFQ.
- D. The primary purpose of this Agreement is to establish a period during which the Parties shall strategize and develop the Project's needs assessment/programming and negotiate the form of a subsequent agreement or agreements between the Parties and/or between County and Project

Team Members. The Parties are each entering into this Agreement with the intent that the Project Team will provide all of the services required to fully and completely develop agreements contemplated herein, as well subsequently the phased Project in accordance with the RFQ, subject to County's discretionary approval of the applicable agreements and the results of each phase of services, which are required before commencement of subsequent phases.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, and the mutual covenants contained herein, the Parties agree as follows:

Section 1. Negotiations. This Agreement is intended to be an exclusive right to negotiate only and is not a final agreement for the lease, design, operation, or development of the Site pursuant to Government Code Section 25515, *et. seq.* The Parties do not intend this Agreement to be a lease, option or similar contract or to be bound in any way by this Agreement, other than to establish a period of negotiations, as set forth hereafter.

1.1 Good Faith Negotiations. The County and Project Team agree for the Term (as hereinafter set forth) to negotiate diligently and in good faith to prepare the necessary agreements and complete the matters set forth in Section 3, below, which the Parties have deemed necessary to accomplish the Project.

1.2 Exclusive. During the Term, County agrees not to enter into any binding negotiations with any other person or entity regarding the sale, development and/or control of the Site (and all portions thereof) or solicit or entertain bids or proposals to do so.

Section 2. Term. The "**Term**" of this Agreement shall be six (6) months commencing on the Agreement Date, unless extended in writing by mutual agreement of the Parties or earlier terminated in accordance with the provisions of this Agreement. This Term may be extended by mutual agreement of the Parties for up to three (3) additional periods of ninety (90) days each ("**Extension Periods**"), subject to approval by the County's Chief Real Estate Officer or designee.

Section 3. Tasks to be Completed within the Term of the Agreement.

3.1 Tasks. During the Term, the County and Project Team shall utilize their collective good faith efforts and due diligence to complete certain tasks set forth in Exhibit C, referred to as the "**Task Summary**," sufficient to help the County and Project Team negotiate terms required for drafting of the final form of agreement or agreements required for the Project. It is recognized by the Parties that the final form of the agreement or agreements to provide for the Project, which may include but may not be limited to a Pre-Development Agreement, Development Agreement, option agreement, ground lease agreement, facility lease, and/or operating agreement, will be determined through the course of the negotiation process. The Parties acknowledge that any additional agreements referred to herein must be submitted to the Board of Supervisors for final approval and that such approval may occur after the expiration of the Term, including any Extension Periods.

3.2 Delivery of Documents and Reports. Project Team shall provide County with copies of all reports, studies, analyses, correspondence, and similar documents, prepared or

commissioned by the Project Team based on the Task Summary, promptly upon their completion and internal review by the Project Team. County shall provide the Project Team with copies of all reports, studies, analyses, correspondence, and similar documents prepared or commissioned by County with respect to this Agreement and the Site promptly upon their completion and after internal review and approval by the County. Upon payment of the Stipends, set forth below, any reports, studies or work product produced by the Project Team hereunder shall become the property of the County, regardless of whether a final agreement is negotiated between the Parties; provided, however, that with respect to any design drawings prepared by the Project Team, the entity preparing such design drawings will retain ownership (including copyrights) to such drawings and County is granted a perpetual, irrevocable, fully-paid, royalty-free, assignable license to the design drawings prepared under this Agreement as reasonably required for County to make use of the design drawings for the sole purpose of completing the design, construction, remodeling, expansion and/or repair or remodeling of the Project.

3.3 Financing of Project. The Parties understand that possible County financing will be assessed during the Term. This Agreement shall in no way be interpreted as an agreement to fund the Project through Project Team financing or County financing. The Parties understand that financing may be required to comply with and meet the recommendation and approval of the Public Financing Advisory Committee and Board of Supervisors, respectively, which is in no way assured by this Agreement and may not occur during the Term of this Agreement.

3.4 Payments. County will pay Operator the sum of one hundred fifty thousand dollars (\$150,000) and will pay Developer the sum of two hundred thousand dollars (\$200,000) (“**Stipends**”), as compensation for their respective performance of the obligations under the Task Summary set forth in Exhibit C. Operator and Developer may submit invoices for their respective Stipends at any time after execution of this Agreement, and County will pay the Stipends within 30 days of receipt of an invoice therefor. The Stipends are fixed lump sum amounts and, absent a Project Team default, will be deemed earned upon the earlier of (a) six months after execution of this Agreement or (b) successful conclusion of the negotiations of the Pre-Development Agreement, ground lease agreement, facility lease, and/or operating agreement, as will be determined by the Parties through the course of the negotiation process. Developer and Operator are not required to keep detailed records for the Stipends and costs related to the Stipends are not subject to audit.

3.5 Consultants/Contractors. Project Team may use the Stipends to employ and compensate Consultants/Contractors, including Project Team Members, as the Project Team determines appropriate for performance of portions of Project Team’s obligations under this Agreement; provided, however, that Project Team will remain responsible for all such obligations and the acts and omissions of Consultants/Contractors hired as Consultants/Contractors. The term “**Consultant/Contractor**” refers to any professional directly retained by Project Team for provision of any work required to be performed by Project Team under this Agreement. Project Team’s employment of independent Consultants/Contractors shall not relieve Project Team from the performance of its own responsibilities pursuant to this Agreement. However, all Consultants/Contractors contracting separately with County shall be independently liable to County for the performance of the work pursuant to their agreements, and Project Team shall have no liability for work by contractors contracting separately with County.

Project Team will have the right to select or replace all or any of the Consultants/Contractors, with the County's consent, which will not be unreasonably withheld. Project Team may retain, and County hereby consents to Project Team subcontracting work to Project Team Members, as necessary.

Section 4. Termination. This Agreement shall terminate upon the occurrence of any of the following circumstances:

4.1 The Agreement may be terminated in writing by the non-defaulting Party upon the occurrence of an Event of Default (as set forth in Section 5 below) and the expiration of any period of a right to cure without such cure occurring.

4.2 The Parties determine that the Project contemplated by this Agreement is not feasible and one Party provides thirty (30) days' notice of such determination to the other, along with supporting documentation for such determination.

4.3 The Parties come to an agreement on a long-term development agreement, and/or other associated agreements, as contemplated by Section 3.1.

4.4 Project Team fails to maintain insurance consistent with the terms of Section 9.1.

4.5 Expiration of the Term, including extensions thereto as provided in Section 2.

Section 5. Events of Default.

5.1 Default of Project Team. In the event the Project Team fails to negotiate in good faith, County may give written notice ("**County Default Notice**") thereof to the Project Team specifying in reasonable detail the grounds for County's determination that the Project Team has failed to negotiate in good faith. Following receipt of such notice, the Project Team and County shall have ten (10) working days to resolve the dispute identified in the County Default Notice. If such dispute is not resolved to the reasonable satisfaction of County within such time period, this Agreement may be terminated pursuant to Section 4.1 herein by delivery of written notice ("**Termination Notice**") from County to Project Team which shall state the grounds for County's determination that such dispute remains unreconciled.

5.2 Default of County. In the event the County fails to negotiate in good faith, the Project Team shall give written notice ("**Project Team Default Notice**") thereof to County specifying in reasonable detail the grounds for the Project Team's determination that County has failed to negotiate in good faith. Following receipt of such notice, County and the Project Team shall have ten (10) working days to resolve the dispute identified in the Project Team Dispute Notice. If such dispute is not resolved to the reasonable satisfaction of Project Team within such time period, this Agreement may be terminated pursuant to Section 4.1 herein by delivery of written notice ("**Termination Notice**") from the Project Team to County which shall state the grounds for Project Team's determination that said dispute remains unreconciled.

5.3 Force Majeure. Project Team shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time needed for the performance of this Agreement caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Project Team gives written notice of the cause of the delay to County within seven (7) days of the start of the delay and Project Team avails itself of any commercially reasonable available remedies.

Section 6. Limitations of this Agreement/Termination. By executing this Agreement, the County is not committing itself to, or agreeing to undertake financing, construction, development, disposition or leasing of the Site to the Project Team. This Agreement does not constitute a commitment to a disposition or exchange of the Site by the County. Execution of this Agreement by County is merely an agreement to enter into a period of exclusive negotiations according to the terms herein, reserving final discretion and approval by the County, of any other agreement(s) contemplated in this Agreement and all proceedings and decisions in connection therewith. By executing this Agreement, Project Team is not committing itself to, or agreeing to undertake financing, design, construction, operation or development of the Project and any such financing, design, construction, or development will be addressed in one or more subsequent Agreements.

Section 7. Hold Harmless and Indemnity. Project Team hereby waives all claims and recourse against County including the right of contribution for loss or damage of persons or property arising from, growing out of or in any way connected with or related to this Agreement, or Project Team's actions pursuant to this Agreement with respect to the Site, except claims arising from the concurrent active or sole negligence of County, its Board, elected officials, officers, agents, employees, consultants, contractors, counsel, volunteers, and successors and assigns (collectively, "**County Parties**"). Project Team hereby agrees to indemnify, hold harmless, and defend County and County Parties, against any and all claims, loss, demands, damages, cost, expenses or liability to the extent arising out of or caused by Project Team's negligent actions pursuant to this Agreement, and/or Project Team's exercise of the rights under this Agreement, including the cost of defense of any lawsuit arising therefrom, which cost shall be shared proportionately among the Project Team; except for liability arising out of the willful misconduct, or active or sole negligence of County or County Parties, in which case the County shall not be indemnified by the Project Team nor shall the Project Team be responsible for the County's cost of defense. If County or County Parties is named as co-defendant with Project Team, Project Team shall notify County of such fact and shall represent County and any named County Parties, with counsel reasonably approved by County, in such legal action unless County or any named County Parties undertakes to represent itself as co-defendant in such legal action, in which event Project Team shall pay to County its reasonable litigation costs, expenses and attorneys' fees, which cost shall be shared proportionately among the Project Team. In the event judgment is entered against County, County Parties, and Project Team because of the concurrent active negligence of County, County Parties, and Project Team, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment. Notwithstanding anything to the contrary provided herein, Project Team's indemnification obligations set forth herein shall not apply with respect to any claims, damages, costs, liabilities and losses arising out of the mere discovery of facts related to, or a condition of, the Site.

Section 8. Notices. Formal notices, demands and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by an express delivery or overnight courier service that maintains written delivery records, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

County: County of Orange
 CEO Real Estate
 400 W. Civic Center Drive, 5th Floor
 Santa Ana, CA 92701
 Attn: Chief Real Estate Officer

Project Team: Griffin/Swinerton LLC
 1 Technology Drive, Building I, Suite 829
 Irvine, CA 92618
 Attn: Roger Torriero, Principal

Medlin Workforce & Reentry Solutions LLC
 308 W. Chapman Ave., #333
 Orange, CA 92856
 Attn: Meghan Medlin, CEO

Such written notices, demands, and communications shall be effective on the date shown on the written delivery record as the date delivered or the date on which delivery was refused. Notwithstanding the foregoing, either Party may respond to the other Party's request for information by delivering requested information to the address of the requesting representative set forth above.

Section 9. Insurance. Project Team shall not perform any work under this Agreement, before a Certificate of Insurance and endorsements are delivered to the County, as described below:

A. General Requirements

Operator and Developer shall each purchase and maintain at all times during the Term, at their expense, all insurance required under this Agreement and deposit with the County's Chief Real Estate Officer certificates evidencing such insurance, including all endorsements required herein.

The Agreement shall automatically terminate upon termination of any insurance coverage required to be carried by Project Team under this Agreement. If, within ten (10) business days after such termination, Project Team obtains and provides the Chief Real Estate Officer with evidence that the required insurance coverage has been procured, then this Agreement may be reinstated at the sole discretion of County. Operator or Developer shall pay County Seven Hundred Fifty Dollars (\$750.00) for processing the reinstatement of this Agreement.

Project Team agrees that Project Team shall not perform any work under this

Agreement at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of the Chief Real Estate Officer. In no cases shall assurances by Project Team or Consultants/Contractors, including any insurance agent, be construed as adequate evidence of insurance. The Chief Real Estate Officer will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Project Team's failure to provide the Chief Real Estate Officer with a valid certificate of insurance and endorsements, or binder at any time during the Term, shall constitute a material breach of this Agreement.

All Consultants/Contractors performing work on behalf of Project Team pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for Project Team. Project Team shall not allow any Consultants/Contractors to work under this Agreement if Consultants/Contractors have less than the level of coverage required by County from the Project Team under this Agreement. It is the obligation of the Project Team to provide written notice of the insurance requirements to every Consultant/Contractor and to receive proof of insurance prior to allowing any Consultant/Contractor to perform work under this Agreement. Such proof of insurance must be maintained by Project Team through the entirety of the Term and be available for inspection by a County representative at any reasonable time.

All self-insured retentions (“**SIRs**”) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any SIR or deductible in excess of \$50,000 shall specifically be approved by County Executive Office/Office of Risk Management, or County designee (“**Risk Manager**”).

If the Project Team fails to maintain insurance acceptable to County for the full term of this Agreement, County may terminate this Agreement.

B. Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

C. Minimum Limits

Project Team shall, for the duration of the Term, maintain the following policies of insurance with the following minimum limits and coverage:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or occurrence \$2,000,000 aggregate

D. Coverage Forms

The Commercial General Liability insurance policy shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

E. Required Endorsements

- 1) The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:
 - a. an Additional Insured endorsement using ISO form CG 2026 04 13 or a form at least as broad naming the County of Orange, and its elected and appointed officials, officers, employees, agents as Additional Insureds; Blanket coverage may also be provided which will state – *As Required by Written Contract*.
 - b. a primary non-contributing endorsement using ISO form CG 20 01 04 13 or a form at least as broad evidencing that the Project

Team's insurance is primary and any insurance or self-insurance maintained by County shall be excess and non-contributing; and

- 2) All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents and County Parties when acting within the scope of their appointment or employment. Blanket coverage may also be provided which will state- *As Required by Written Contract.*
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against County of Orange, its elected and appointed officials, officers, employees, and agents and County Parties. Blanket coverage may also be provided which will state- *As Required by Written Contract.*
- 4) All insurance policies required by this Agreement shall give County thirty (30) days' advance written notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

F. Severability of Interest Clause – Commercial General Liability

The Commercial General Liability policy shall contain a severability of interests clause, also known as a “separation of insureds” clause (standard in the ISO CG 001 policy).

G. Delivery

Project Team shall deliver all required insurance certificates to the County's Chief Real Estate Officer at the address provided in Section 8 (Notices) or to an address provided by County. Project Team has ten (10) business days to provide adequate evidence of insurance or County may terminate this Agreement.

H. Insurance Requirement Changes

County expressly retains the right to require Project Team to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by the Risk Manager as appropriate to adequately protect County.

County, on behalf of County, shall notify Project Team in writing of changes in the insurance requirements. If Project Team does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, then Project Team shall be in material breach of this Agreement and County shall be entitled to all legal remedies.

I. No Limitation on Indemnity Obligations

The procuring of the policies of insurance required under this Agreement shall not (i) be construed to limit Project Team's liability under this Agreement (ii) fulfill the indemnification provisions and requirements of this Agreement, or (iii) in any way to reduce the policy coverages and limits available from the insurer.

Section 10. Assignment. The terms, covenants, and conditions contained herein shall apply to and bind the approved heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned or subcontracted by Project Team, by any means whatsoever including but not limited to acquisition by merger, without the express written consent of County or as specifically permitted herein. Except as set forth herein, any attempt by Project Team to assign or sub-contract the performance or any portion thereof of this Agreement without the express written consent of County shall be invalid and shall constitute a breach of this Agreement.

Section 11. Independent Contractor. Operator and Developer shall each be considered an independent contractor and neither Operator or its employees, Developer or its employees, nor anyone working under Project Team shall be considered an agent or an employee of County. Neither Operator or its employees, Developer or its employees, nor anyone working under Project Team shall qualify for workers' compensation or other fringe benefits of any kind through County.

Section 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

Section 13. Entire Agreement. This Agreement contains the entire agreement of the Parties. This Agreement may be modified only by written agreement signed by the parties hereto.

Section 14. Captions. Captions at the beginning of each section of this Agreement are for reference only and shall in no way define or interpret any provision hereof.

Section 15. Confidentiality. Project Team agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Project Team and Project Team's staff, agents and employees.

Section 16. Conflict of Interest. The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Project Team shall not, during the period of this contract, employ any County employee for any purpose.

Section 17. Construction. The provisions of this Agreement have been jointly drafted by the Parties and shall be constructed as to the fair meaning and not for or against any Party based upon any attribution of such Party as the sole source of the language in question.

Section 18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the Parties, who have had the opportunity to consult with their attorneys with respect hereto and who fully and completely understand the terms and provisions hereof, have executed this Agreement as of the date set opposite their signatures. The effective date of this Agreement shall be the date the Agreement is signed by the last Party to sign.

COUNTY:

THE COUNTY OF ORANGE, a political subdivision of the State of California

By: _____
Chief Real Estate Officer

Per Minute Order dated _____

Date: _____

PROJECT TEAM:

GRIFFIN/SWINERTON LLC, a Delaware Limited Liability Company

By: _____
Roger Torriero
Its: Principal

Date: 23 JAN 24

By: _____
Korin Crawford
Its: Executive Vice President

Date: 1/23/2024

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: Michael A. Haubert 1/24/24
Deputy

MEDLIN WORKFORCE & REENTRY SOLUTIONS LLC, a California limited liability company

By: _____
Meghan Medlin
Its: Chief Executive Officer

Date: 1/23/2024

EXHIBIT A**LEGAL DESCRIPTION****MANCHESTER COMPLEX**

Facility No.: GA 1118

Parcel No.: 152

Those portions of Lot 28 of the "Potts, Borden and Sidwell Tract", per map filed in Book 4, Page 624 of Miscellaneous Records in the office of the County Recorder of Los Angeles County; together with a portion of Lot 35 of the "Dawn Tract", per map filed in Book 8, Page 21 of Miscellaneous Maps, and all of Parcel 1 and Parcel 2, per map filed in Book 25, Page 32 of Parcel Maps, both in the office of the County Recorder of Orange County, all in the City of Orange, County of Orange, State of California, more particularly described in the following deeds to the County of Orange:

- 1) Recorded November 21, 1912 in Book 150, Page 177 of Deeds in the office of the County Recorder of said Orange County;
- 2) Recorded July 9, 1965 in Book 7587, Page 794 of Official Records in the office of the County Recorder of said Orange County;
- 3) Recorded October 28, 1965 in Book 7719, Page 964 of Official Records in the office of the County Recorder of said Orange County;
- 4) Recorded January 25, 1966 in Book 7820, Page 506 of Official Records in the office of the County Recorder of said Orange County;
- 5) Recorded December 8, 1998 as Document No. 19980842737 of Official Records in the office of the County Recorder of said Orange County;
- 6) Recorded September 23, 2005 as Document No. 2005000755202 of Official Records in the office of the County Recorder of said Orange County;

Lying southerly and southwesterly of the following described line:

COMMENCING at the northerly terminus of that certain course on the centerline of The City Drive shown as "N00°41'08"E 149.545m" on Record of Survey 2003-1006 per map filed in Book 199, Pages 1 through 16 of Records of Survey in the office of the County Recorder of said Orange County;

thence leaving said centerline, perpendicular thereto, North 89°18'52" East, 60.00 feet to the easterly boundary line of The City Drive;

thence along said easterly line North 00°41'08" West, 44.00 feet to the beginning of a non-tangent curve, concave southerly and having a radius of 47.70 feet, a radial line to said curve bears North 00°26'15" West, said point being the **TRUE POINT OF BEGINNING**;

thence leaving said easterly line, Easterly 9.26 feet along said curve through a central angle of 11°07'08";

thence North 07°13'08" East, 2.61 feet; thence North 89°13'43" East, 41.19 feet;

thence South 00°34'45" West, 22.61 feet; thence South 87°12'13" East, 11.79 feet;

thence South 00°38'02" West, 24.67 feet; thence North 89°12'13" West, 6.54 feet;

thence South 00°40'20" West, 138.94 feet; thence South 57°02'16" West, 1.02 feet to the beginning of a non-tangent curve, concave westerly and having a radius of 43.50 feet, a radial line to said curve bears North 67°29'15" East;

thence Southerly 38.84 feet along said curve through a central angle of 51°09'51";


thence South 89°16'27" East, 260.00 feet; thence South 00°44'55" West, 401.02 feet;

thence South 88°58'29" East, 116.28 feet; thence South 63°53'25" East, 2.79 feet to the northwesterly boundary line of Parcel 1, as described in the Grant Deed to the ORANGE COUNTY FLOOD CONTROL DISTRICT recorded December 16, 1960 in Book 5552, Page 302 of Official Records in the office of the County Recorder of said Orange County.

Containing 3.751 Acres, more or less.

See EXHIBIT B attached hereto and by reference made a part.

APPROVED
Kevin R. Hills, County Surveyor, L.S. 6617

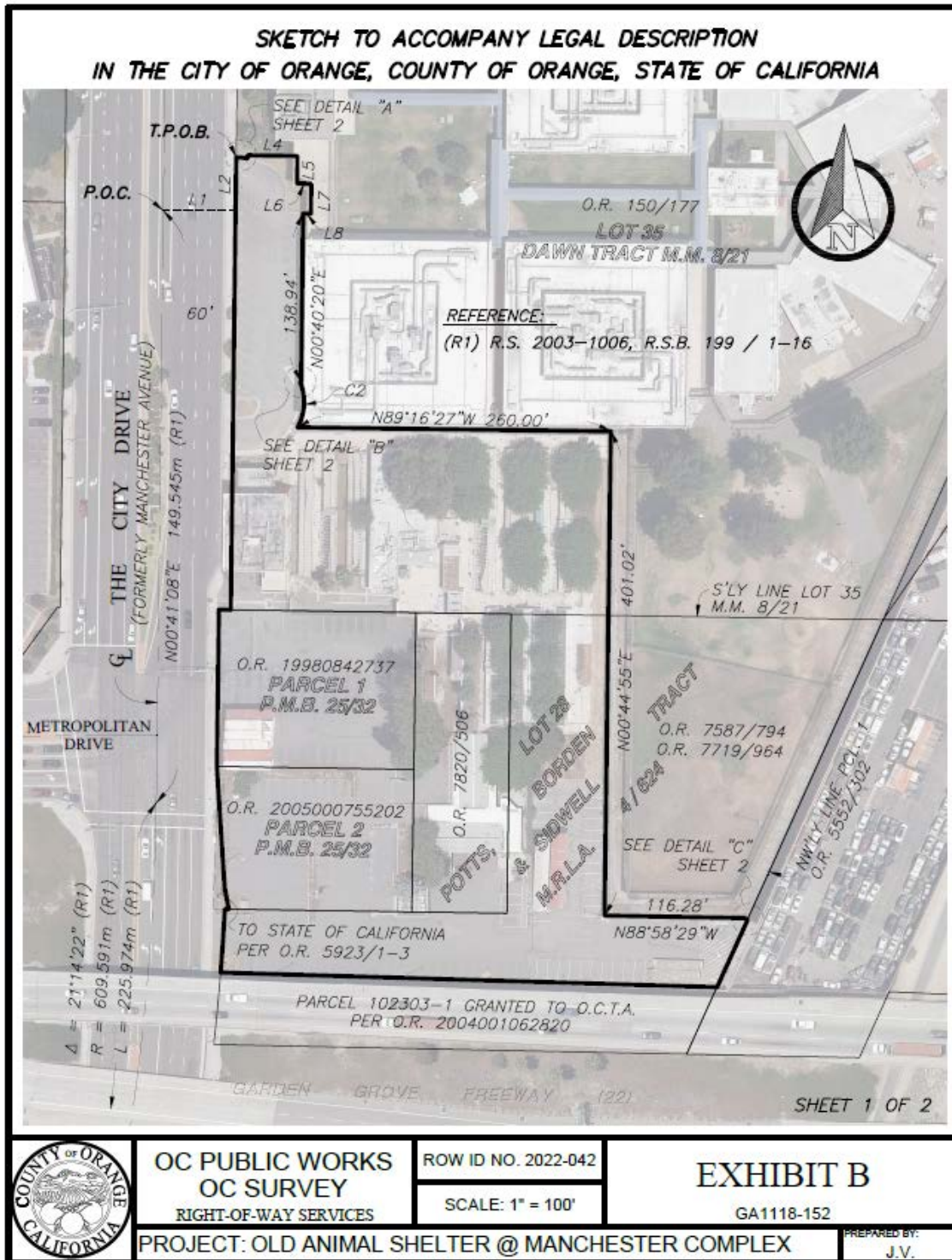

By: Lily M. Sandberg, L.S. 8402
Deputy County Surveyor

Date: 12-19-2022



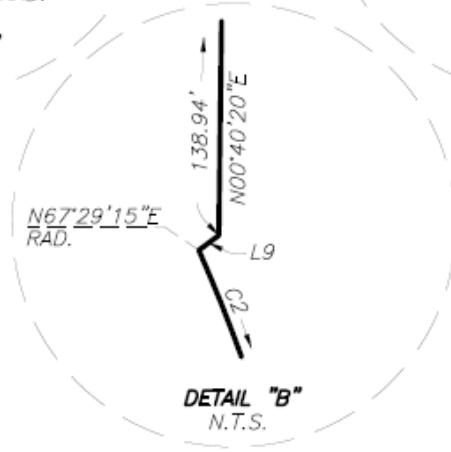
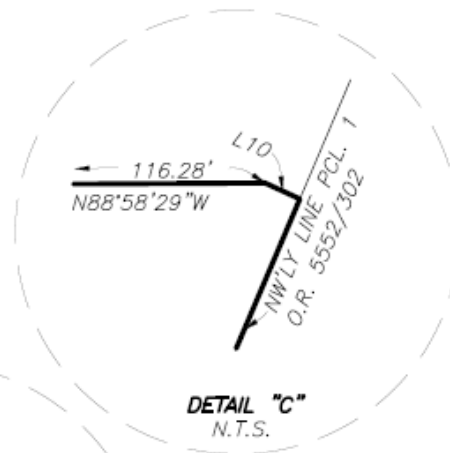
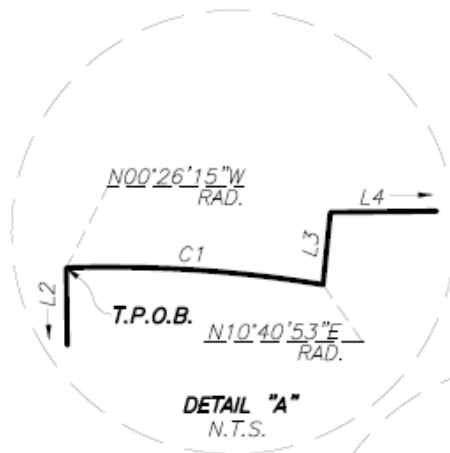
EXHIBIT B

MAP OF THE SITE



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA**

LINE / CURVE TABLE				
NO.	BEARING	DELTA	RADIUS	DIST / LENGTH
L1	N89°18'52"E			60.00'
L2	N00°41'08"W			44.00'
L3	N07°13'08"E			2.61'
L4	N89°13'43"E			41.19'
L5	N00°34'45"E			22.61'
L6	N87°12'13"W			11.79'
L7	N00°38'02"W			24.67'
L8	N89°12'13"E			6.54'
L9	N57°02'16"E			1.02'
L10	N63°53'25"W			2.79'
C1	11°07'08"		47.70'	9.26'
C2	51°09'51"		43.50'	38.84'



SHEET 2 OF 2



**OC PUBLIC WORKS
OC SURVEY**
RIGHT-OF-WAY SERVICES

ROW ID NO. 2022-042
SCALE: 1" = 100'

EXHIBIT B

GA1118-152

PROJECT: OLD ANIMAL SHELTER @ MANCHESTER COMPLEX

PREPARED BY:
J.V.

EXHIBIT C - TASK SUMMARY**1) NEEDS ASSESSMENT/PROGRAMMING**

- a) Core Team Engagement
 - i) Core Team to include County Executive Office and Project Team
 - ii) As-Needed Core Team Meetings
- b) Breakout Groups and Stakeholder Outreach. Meet with Project Stakeholders to develop needs assessment/Project programming. County will initiate any contact with Project Stakeholders, which may or may not include the groups below, as well as others identified during the engagement process:
 - i) County Needs Assessment & Programming Team
 - (1) Sheriff's Department
 - (2) Probation
 - (3) Health Care Agency
 - (4) Social Services Agency
 - (5) Orange County Community Resources
 - (6) Public Defender
 - ii) Housing:
 - (1) Grandma's House of Hope
 - (2) WISEPlace
 - (3) Action Alliance
 - iii) Restaurant
 - (1) County Staff & Consultant Team
 - (2) Restaurant & Culinary Stakeholders
 - iv) H.I.R.E.'s Operational Programs
 - (1) Training
 - (2) Therapy
 - v) MWRS Management
 - vi) State Parole
 - (1) Security
 - (2) Housing
- b) Development of Operational Program, including but not limited to:
 - i) Identification of Participants
 - (1) Referrals/Linkages
 - ii) Commercial Operations
 - iii) Vocational/On-the-Job Training
 - (1) Industries
 - (2) Partners
 - (3) Curriculum
 - iv) Educational Training
 - v) Job Placement
 - vi) Wraparound Services
 - (1) Transportation
 - (2) Behavioral health services
 - (3) Substance use disorder services

- (4) Counseling/therapy
- (5) Life skills
- (6) Medication/Healthcare
- vii) Housing (onsite/offsite)
- c) Summary of Meetings
 - i) As-Needed Core Team Project Meetings
 - ii) Bi-Weekly Needs Assessment/Programming Meetings
- d) Summary of Deliverables:
 - i) Summary Report of all Data
 - (1) Operational Program