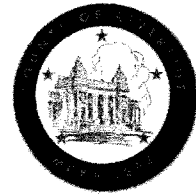


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

626



SUBMITTAL DATE:
May 5, 2011

FROM: Economic Development Agency

SUBJECT: Loan Agreement for the use of Neighborhood Stabilization Program Funds with Sheffield Foreclosure Renovation, Inc.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached loan agreement for the use of \$300,000 in Neighborhood Stabilization Program Income (Program Income) funds between the County of Riverside and Sheffield Foreclosure Renovation, Inc.;
2. Authorize the Chairman of the Board to sign the attached loan agreement; and
3. Authorize the Assistant County Executive Officer/EDA, or his designee, to increase the amount of the attached loan agreement with Sheffield Foreclosure Renovation, Inc., up to \$3,000,000 in Program Income, subject to availability of funds and approval by County Counsel; and

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 300,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Neighborhood Stabilization Program Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
 BY:
 County Executive Office Signature: Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: May 17, 2011
 xc: EDA, Auditor

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.: N/A

District: ALL

Agenda Number:

3.8

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: ANITA C. WILLIS
 DATE: 4-27-11
 Departmental Concurrence
 BY: SAMUEL WONG
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 5/4/11

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

RECOMMENDED MOTION: (Continued)

4. Authorize the Assistant County Executive Officer/EDA, or his designee, to take all necessary steps to implement the loan agreement including, but not limited to, signing subsequent deeds of trust for each home acquired, subsequent homebuyer deeds of trust, subsequent amendments to the loan agreement to increase funding, and subsequent essential and relevant documents subject to approval by County Counsel.

BACKGROUND: The Neighborhood Stabilization Program (NSP) was enacted under Title III of Division B of the Housing and Economic Recovery Act of 2008 (HERA) for the purpose of assisting in the redevelopment of abandoned and foreclosed homes. The intent of NSP is to stabilize neighborhoods in areas with greatest need and to stem the decline of house values of neighboring homes in the County of Riverside.

On September 26, 2008, the U.S. Department of Housing and Urban Development announced that the County of Riverside would receive a grant of \$48,567,786 as part of NSP (NSP grant funds). On November 25, 2008, the County Board of Supervisors approved a Substantial Amendment to the 2008-2009 One Year Plan (Action Plan) of the 2004-2009 Five Year Consolidated Plan to include NSP.

Subsequent to the resale of each foreclosed single-family home, proceeds from the sale, minus transaction costs, fees, and purchase price assistance for the first-time homebuyer are returned to County (Program Income). NSP requires county to allocate and expend Program Income toward NSP activities prior to expending NSP grant funds. Program Income is derived from NSP grant funds.

Sheffield has applied for NSP funds to purchase foreclosed homes, rehabilitate, and resale to moderate first-time homebuyers. The county has agreed to award Sheffield \$300,000 in NSP program income funds. In order to expedite the process of expending Program Income towards NSP activities, maximize the use of NSP funds, and assist county to fulfill its requirements and national objectives, staff is also recommending the Board authorize the Assistant County Executive Officer/EDA, or designee, to incrementally increase the loan agreement with Sheffield up to \$3,000,000, based upon performance and use of the initial \$300,000 loan, as well as any additional amounts loaned, availability of Program Income funds, and subject to approval by County Counsel.

County Counsel has reviewed and approved as to form the attached loan agreement. Staff recommends that the Board approve the attached documents.

FINANCIAL DATA:

All the costs related to this project will be fully funded with NSP funds.

Attachments:
Loan Agreement

**LOAN AGREEMENT FOR THE USE OF
NEIGHBORHOOD STABILIZATION PROGRAM FUNDS**

This Agreement is made and entered into this 17th day of May, 2010 by and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of California and SHEFFIELD FORECLOSURE RENOVATION, INC. ("SHEFFIELD"), a Delaware for-profit corporation.

WITNESSETH:

WHEREAS, the Neighborhood Stabilization Program ("NSP"), which was enacted under Title III of Division B of the Housing and Economic Recovery Act of 2008 ("HERA") and appropriated under Community Development Block Grant (CDBG), was created under the heading of Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes for the purpose of assisting in the redevelopment of abandoned or foreclosed homes. The intent of NSP is to stabilize neighborhoods in areas with greatest need and stem the decline of house values of neighboring homes; and

WHEREAS, COUNTY has qualified as an "Urban County" for purposes of receiving CDBG funds, including NSP funds, which are to be used to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title I, as amended, Public Law 93-383 (the "Act"); and

WHEREAS, DEVELOPER is eligible under NSP to apply and receive NSP funds to perform those activities described herein; and

WHEREAS, DEVELOPER has proposed to utilize NSP funds for the acquisition, rehabilitation and resale of single-family homes to qualified low-, moderate-, and middle-income ("LMMI") first-time homebuyers in the County of Riverside (the "Project") as described in **Exhibit A** which is attached hereto and by this reference incorporated herein; and

WHEREAS, eligible single-family homes ("Assisted Units" or "Assisted

MAY 17 2011 3 8

1 Unit") are further described in **Exhibit A**; and

2 **WHEREAS**, Assisted Units must reside inside areas of greatest need
3 within the designated Target Areas of the County of Riverside as defined in the
4 COUNTY's 2008-2009 One Year Action Plan ("Action Plan") and its amendments; and

5 **WHEREAS**, Assisted Units must be sold to LMMI Qualified Homebuyers
6 as defined in **Section 23**; and

7 **WHEREAS**, the NSP-assisted activities described herein comply with the
8 objectives as required under NSP; and

9 **WHEREAS**, the NSP-assisted activities described herein are consistent
10 with the COUNTY's Consolidated Plan and Action Plan.

11 **NOW, THEREFORE**, the COUNTY and DEVELOPER mutually agree as
12 follows:

13 1. PURPOSE. The COUNTY agrees to lend up to Three Hundred
14 Thousand Dollars (\$300,000.00) of NSP funds to DEVELOPER upon the terms and
15 conditions set forth herein. DEVELOPER will borrow the NSP funds from the
16 COUNTY for individual financing of acquisition, rehabilitation and disposition of each
17 Assisted Unit of the Project ("NSP Loan"). DEVELOPER promises and agrees to
18 undertake and assist with the NSP-assisted activities by utilizing such NSP funds, as
19 identified in **Exhibit A**.

20 2. DEVELOPER'S OBLIGATIONS. DEVELOPER hereby agrees to
21 undertake and complete the following activities, subject to its receipt of the NSP funds:

- 22 a. Carry out the Project in accordance with the timeline set
23 forth in **Exhibit A**.
- 24 b. DEVELOPER shall, for each Assisted Unit of the Project,
25 execute and record a Deed of Trust and execute a Note for
26 that portion of the NSP Loan applicable to the Assisted Unit.
- 27 c. Permits. Before commencement of rehabilitation or other
28 works of improvement upon an Assisted Unit, DEVELOPER

1 shall, at its own expense, secure or cause to be secured
2 any and all permits and approvals which may be required
3 for rehabilitation of such Assisted Unit pursuant to the
4 applicable rules and regulations of the County and any
5 other governmental agency affected by such rehabilitation
6 of work. DEVELOPER shall, without limitation, apply for and
7 secure any and all necessary studies required for
8 environmental review, as described in **Section 19**, and pay
9 all costs, charges and fees associated therewith.

10 d. Performance. Acquire and complete rehabilitation of the
11 Assisted Units in accordance with the timeline set forth in
12 **Exhibit A and Section 26**.

13 e. Approval of Assisted Units. Submit each Assisted Unit for
14 COUNTY review and approval prior to acquisition of such
15 Assisted Unit.

16 f. Compliance. Project shall remain in compliance with all
17 applicable Federal, State and local codes, laws, regulations
18 and ordinances as described in **Section 19**.

19 3. COUNTY'S OBLIGATIONS. The COUNTY agrees to undertake
20 and complete the following activities, subject to its receipt of NSP funds from the U.S.
21 Department of Housing and Urban Development ("HUD"):

22 a. Provide a total amount identified in **Section 1** in NSP funds
23 to DEVELOPER for financing acquisition, rehabilitation and
24 disposal costs of each Assisted Unit of the Project.

25 b. Comply with all of its obligations as participating recipient
26 under the applicable regulations set forth under HUD
27 regulations.

28 4. PRIOR COUNTY APPROVAL. DEVELOPER shall obtain

1 COUNTY'S approval, through its Economic Development Agency ("EDA"), of all items
2 requiring such approvals as described in this Agreement.

3 5. NSP Loan. DEVELOPER shall borrow the NSP funds from the
4 COUNTY for individual financing of each Assisted Unit of the Project under the
5 following terms and conditions:

6 a. Term. This Agreement shall become effective upon the
7 Effective Date, as defined in Section 53, and shall continue
8 in full force and effect for a period of twelve (12) months
9 (the "Term").

10 b. Principal. The principal of that portion of the NSP Loan
11 attributable to an Assisted Unit shall be the amount of NSP
12 funds provided for acquisition, rehabilitation and disposition
13 of such Assisted Unit evidenced by a promissory note
14 ("Note"), as shown in **Exhibit C**, which is attached hereto
15 and by this reference incorporated herein, executed by
16 DEVELOPER in favor of the COUNTY in a form satisfactory
17 to the COUNTY.

18 c. Interest. The interest rate shall be zero percent (0%) per
19 annum.

20 d. Repayment. Each Note shall provide the following:

21 1) The NSP Loan attributable to an Assisted Unit shall
22 be due and payable on the earliest of:

23 (a) The date the Assisted Unit is sold; or

24 (b) An Event of Default by DEVELOPER which
25 has not been cured as provided for in this
26 Agreement.

27 2) Notwithstanding the above, DEVELOPER's
28 obligation to repay the full amount of the NSP Loan

1 NSP Loan, DEVELOPER shall be released from its
2 repayment obligations. At the time of each sale of the
3 Assisted Unit to Qualified Homebuyer, as defined
4 herein, COUNTY shall cause to be delivered to
5 DEVELOPER a partial reconveyance of the Deed of
6 Trust from such Assisted Unit and a termination of
7 this Agreement as a lien on such Assisted Unit.

8 4) Upon transfer of title to the Qualified Homebuyer, a
9 "Homebuyer Deed of Trust" between COUNTY and
10 Qualified Homebuyer shall be recorded by
11 DEVELOPER to secure the Homebuyer Subsidy
12 ("Second Mortgage Loan"), and to require its
13 repayment to COUNTY if the Assisted Unit is no
14 longer the principal residence or upon any sale,
15 rental, refinance, conveyance, transfer or change in
16 title of the Assisted Unit in violation of the
17 Homebuyer Deed of Trust prior to the expiration of
18 the Affordability Period , as defined in Section 13
19 below.

20 5) Sale, rental, refinance, conveyance, transfer or
21 change in title of the Assisted Unit prior to the
22 expiration of the affordability period will cause shared
23 equity, in addition to the principal, as provided in the
24 Homebuyer Deed of Trust to COUNTY.

25 e. Security. Each NSP Loan shall be secured by a "Deed of
26 Trust" as shown in **Exhibit B**, which is attached hereto and
27 by this reference incorporated herein, recorded against
28 each Assisted Unit. DEVELOPER agrees that each Deed of

1 Trust shall be in the first position until the home has been
2 sold to the Qualified Homebuyer.

3 6. TERM OF AGREEMENT. This Agreement shall become effective
4 upon the Effective Date, as defined in Section 53, and shall continue in full force and
5 effect for a period of twelve (12) months (the "Term").

6 7. DEVELOPER REPRESENTATIONS. DEVELOPER represents
7 and warrants to COUNTY as follows:

8 a. Authority. DEVELOPER is a duly organized non-profit
9 corporation under the laws of the State of California. The
10 copies of the documents evidencing the organization of
11 DEVELOPER, which have been delivered to the COUNTY,
12 are true and complete copies of the originals, amended to
13 the date of this Agreement. DEVELOPER has full right,
14 power and lawful authority to accept the conveyance of
15 eligible properties for the Project and undertake all
16 obligations as provided herein and the execution,
17 performance and delivery of this Agreement by
18 DEVELOPER has been fully authorized by all requisite
19 actions on the part of DEVELOPER.

20 b. No Conflict. To the best of DEVELOPER's knowledge,
21 DEVELOPER's execution, delivery and performance of its
22 obligations under this Agreement will not constitute a
23 default or a breach under contract, agreement or order to
24 which DEVELOPER is a party or by which it is bound.

25 c. No Bankruptcy. DEVELOPER is not the subject of a
26 bankruptcy proceeding.

27 d. Prior to Closing. DEVELOPER shall upon learning of any
28 fact or condition which would cause any of the warranties

1 and representations in this Agreement not to be true as of
2 Closing, immediately give written notice such fact or
3 condition to COUNTY. Such exception(s) to a
4 representation shall not be deemed a breach by
5 DEVELOPER hereunder, but shall constitute an exception
6 which COUNTY shall have the right to approve or
7 disapprove if such exception would have an effect on the
8 value or operation of the Project.

9 8. COMPLETION SCHEDULE. DEVELOPER shall proceed
10 consistent with the completion schedule set forth in **Exhibit A**, as the same may be
11 amended in writing by the parties from time to time, and subject to force majeure
12 delays.

13 9. LETTER TO PROCEED. DEVELOPER shall not initiate nor incur
14 expenses for the NSP funded activity covered under the terms of this Agreement prior
15 to receiving written authorization to proceed.

16 10. REALLOCATION OF FUNDS.

17 a. Funds shall become encumbered on the date escrow
18 closes for the Assisted Unit and results in a recorded deed
19 of trust and promissory note in the Riverside County Clerk's
20 office. In the event DEVELOPER does not close escrow on
21 the Assisted Units within four (4) months of the Effective
22 Date, as defined in Section 53, ("Acquisition Deadline"), the
23 COUNTY will reallocate the balance of unencumbered NSP
24 funds (the "Unused Balance").

25 b. The reallocation of the Unused Balance shall be evidenced
26 by a written amendment to this Agreement agreed upon
27 both parties, which decreases the NSP Loan by the Unused
28 Balance (the "Effective NSP Loan"). The Assistant County

1 Executive Officer/EDA or designee is authorized to execute,
2 subject to County Counsel approval, the amendment
3 reducing the NSP Loan amount by the Unused Balance
4 pursuant to Section 10(a).

5 c. In the event DEVELOPER is unable to close escrow on the
6 Assisted Units due to force majeure conditions, the
7 COUNTY, in its sole and absolute discretion, may extend
8 the Acquisition Deadline up to thirty (30) days. The
9 extension on the Acquisition Deadline shall be in writing and
10 executed by the parties. The COUNTY's Assistant County
11 Executive Officer/EDA or designee is authorized to execute
12 the amendment to extend the Acquisition Deadline.

13 d. If COUNTY reallocates the Unused Balance pursuant to
14 Section 10(a), DEVELOPER shall remain responsible for
15 the completion of rehabilitation of DEVELOPER acquired
16 properties under the Effective NSP Loan and sale of
17 Assisted Units in accordance with this Agreement.

18
19 _____
Signature

20 11. CONDITIONS FOR DISPOSITION OF FUNDS. COUNTY, through
21 its EDA, shall: (1) make payments of the NSP Loan to DEVELOPER as specified in
22 **Exhibit A**, and (2) monitor the Project to ensure compliance with applicable federal,
23 state and local laws, regulations, ordinances and the terms of this Agreement.

24 There will be no disbursement of funds for acquisition costs into escrow
25 for an Assisted Unit until the following events first occur:

- 26 a. DEVELOPER shall execute this Loan Agreement.
27 b. DEVELOPER shall provide the Data Universal Number as
28 assigned by the Data Universal Number System (DUNS) assigned

1 to DEVELOPER as required by the Federal Funding
2 Accountability and Transparency Act of 2006.

3 c. DEVELOPER shall provide documentation to support
4 compliance with eligibility requirements for each Assisted
5 Unit.

6 d. DEVELOPER shall provide the seller of each Assisted Unit
7 ("Seller") with a letter of "Voluntary Acquisition of
8 Foreclosed Property" as shown in **Exhibit E**, which is
9 attached hereto and by this reference incorporated herein.

10 e. DEVELOPER shall provide and cause the Seller to provide
11 for each Assisted Unit signed Initial Notice and Offer forms,
12 as shown in **Exhibit E**, or other similar forms approved by
13 COUNTY, acknowledging that both DEVELOPER and
14 Seller have read and understood:

15 1) The acquisition is a Voluntary Acquisition and not
16 subject to eminent domain;

17 2) The purchase price discount requirements of the
18 transaction;

19 3) The initial purchase price negotiated by
20 DEVELOPER and Seller (the "Initial Offer") is
21 contingent and subject to the discount requirement of
22 NSP and the Current Market Appraised Value
23 ("CMAV"), as defined in **Exhibit A**.

24 4) The Seller and or Listing Agent certifies one of the
25 following statements for such Assisted Unit: i)
26 Property was owner occupied at time of foreclosure,
27 or ii) If property was tenant occupied at time of
28 foreclosure seller and or Listing Agent acknowledge

1 and certify that the tenant was given 90 days notice
2 as required by law before being asked to vacate the
3 property and that the property has been vacant for at
4 least ninety (90) days prior to the Initial Offer.

- 5 f. Prior to closing of escrow, DEVELOPER shall provide at its
6 expense, Preliminary Title Reports, signed Purchase and
7 Sale Agreements and estimated closing cost statements
8 from escrow to COUNTY.
- 9 g. DEVELOPER shall provide to COUNTY Escrow Instructions
10 listing each Assisted Unit in the transaction.
- 11 h. DEVELOPER shall provide and cause Seller to provide
12 signed Final Notice and Offer forms for each Assisted Unit,
13 as shown in **Exhibit E**, or other similar forms approved by
14 COUNTY, acknowledging that both DEVELOPER and
15 Seller have mutually accepted a final purchase price that is
16 one percent (1%) or more below the CMAV as determined
17 within sixty (60) days of the date of the final purchase offer.

18 There will be no disbursement of funds for rehabilitation costs for a
19 particular Assisted Unit until the following events first occur with respect to such
20 Assisted Unit:

- 21 i. DEVELOPER shall provide at its expense an updated
22 Preliminary Title Report for the Assisted Unit evidencing the
23 recordation of all documents to COUNTY.
- 24 j. If Davis Bacon wages are required to be paid, then
25 DEVELOPER must hire a qualified professional firm or
26 assign experienced staff to review and monitor Davis-Bacon
27 prevailing wage compliance for all submissions of
28 contractors certified payrolls to the COUNTY.

- 1 k. DEVELOPER must provide satisfactory evidence that it has
2 secured any and all permits and approvals which may be
3 required for rehabilitation of the Assisted Unit pursuant to
4 the applicable rules and regulations of the County, Cities
5 where the properties are located and any other
6 governmental agency affected by such construction of work.
- 7 l. DEVELOPER shall provide a detailed Rehabilitation Plan
8 and timetable to complete the acquisition, rehabilitation and
9 resale of the Assisted Unit in accordance with the
10 completion schedule shown in **Exhibit A** including a
11 detailed line item rehabilitation cost budget per unit for
12 review and approval by COUNTY.
- 13 m. DEVELOPER provides duly executed documents and
14 instruments showing the ownership of the Assisted Units as
15 specifically identified in **Exhibit A**.
- 16 n. DEVELOPER agrees to pay all costs incurred due to the
17 ownership and development of the Assisted Unit in a timely
18 manner. DEVELOPER shall pay all incurred costs on or
19 before the date such incurred cost becomes delinquent.
20 COUNTY shall not reimburse DEVELOPER for late
21 payments or penalties incurred by DEVELOPER due to non
22 timely payment. In the event that COUNTY has
23 inadvertently paid for a late payment penalty, the amount of
24 the penalty shall be deducted from the developer's fee,
25 unless otherwise authorized by the County.
- 26 o. Pursuant to 24 CFR, Part 5, DEVELOPER agrees to verify
27 that DEVELOPER, and its principals, or any/all persons,
28 contractors, consultants, businesses, etc. (Developer

1 Associates), that DEVELOPER is conducting business with,
2 are not presently debarred, proposed for debarment,
3 suspended, declared ineligible, or voluntarily excluded from
4 participation or from receiving federal contracts or federally
5 approved subcontracts or from certain types of federal
6 financial and nonfinancial assistance and benefits with the
7 Excluded Parties Listing System at www.epls.gov.
8 DEVELOPER must provide a single comprehensive list of
9 Developer Associates (individuals and firms) and print and
10 maintain evidence of the search results of each Developer
11 Associate as verification of compliance with this
12 requirement as provided in **Exhibit H**.

13 COUNTY shall release final draw down of NSP funds for rehabilitation
14 applicable to an Assisted Unit following receipt of all of the following Closing
15 Documents from DEVELOPER with respect to such Assisted Unit:

- 16 1) unconditional lien release from general contractor
17 and any subcontractors;
- 18 2) recorded Notice of Completion;
- 19 3) if applicable, all remaining Davis Bacon
20 documentation, if any, including, but not limited to,
21 complete certified payrolls, Section 3 certifications,
22 fringe benefit forms, and certificates of authorization
23 and understanding;
- 24 4) final Contract and Subcontract Activity report,
25 Minority Business Enterprise/Women Business
26 Enterprise (MBE/WBE) report, HUD form 2516;
- 27 5) final development costs and project budget; and
28 6) final sources and uses of funds.

1 12. DISTRIBUTION OF FUNDS. The Disaster Recovery Grant
2 Reporting (DRGR) system was developed by HUD's Office of Community Planning
3 and Development and will be utilized for NSP. The DRGR system is a computerized
4 system which manages, disburses, collects, and reports information on the use of
5 NSP funds in the United States Treasury Account.

6 Any disbursement of funds is expressly conditioned upon the
7 satisfaction of conditions set forth in **Section 11**. Subsequent to acquisition of each
8 Assisted Unit, COUNTY shall pay DEVELOPER for rehabilitation costs on a "cost-as-
9 incurred" basis for all NSP-eligible approved costs on a monthly basis. All
10 disbursements of NSP funds for rehabilitation will be made within thirty (30) days after
11 DEVELOPER has submitted its letter identifying payments made and requesting
12 reimbursement.

13 The developer's fee will be disbursed according to the following
14 schedule: fifty percent (50%) upon sale of each Assisted Unit and fifty percent (50%)
15 upon sale of all Assisted Units. Should DEVELOPER not be successful in selling an
16 Assisted Unit within the allotted time under Section 26, DEVELOPER will only be
17 entitled to 50% of the developer fee for each unit not sold and the other half of the
18 developer fee shall be forfeited. DEVELOPER shall comply with timely drawdown of
19 funds by submitting monthly requests for reimbursement. COUNTY shall release final
20 draw down of NSP funds following receipt of all of the items listed in **Section 11**.

21 13. TERMS OF AFFORDABILITY. The period of affordability for each
22 Assisted Unit (the "Affordability Period") shall be fifteen (15) years from the initial
23 transfer of title of such Assisted Unit to an individual Qualified Homebuyer.

24 14. DEVELOPER'S FEE AND REAL ESTATE SALE COMMISSIONS.
25 The developer's fee cannot exceed 10% of total Project costs. COUNTY will allow for
26 real estate commissions up to 3% of the resale price for each Assisted Unit.
27 Developer fee shall be disbursed in accordance with Section 12. The Real Estate
28 Commission fee will not be calculated as part of the Project Cost in determining the

1 developer's fee.

2 15. INSURANCE. Without limiting or diminishing DEVELOPER's
3 obligation to indemnify or hold the COUNTY harmless, DEVELOPER shall procure
4 and maintain or cause to be maintained, at its sole cost and expense, the following
5 insurance coverage's during the Term of this Agreement.

6 a. Worker's Compensation Insurance.

7 If DEVELOPER has employees as defined by the State of
8 California, DEVELOPER shall maintain statutory Workers'
9 Compensation Insurance (Coverage A) as prescribed by the
10 laws of the State of California. Policy shall include
11 Employers' Liability (Coverage B) including Occupational
12 Disease with limits not less than \$1,000,000 per person per
13 accident. The policy shall be endorsed to waive subrogation
14 in favor of the County of Riverside, and, if applicable, to
15 provide a Borrowed Servant/Alternate Employer
16 Endorsement.

17 b. Commercial General Liability Insurance.

18 Commercial General Liability insurance coverage, including
19 but not limited to, premises liability, contractual liability,
20 products and completed operations liability, personal and
21 advertising injury, and cross liability coverage, covering
22 claims which may arise from or out of DEVELOPER'S
23 performance of its obligations hereunder. Policy shall name
24 the County of Riverside as additionally insured. Policy's
25 limit of liability shall not be less than \$1,000,000 per
26 occurrence combined single limit. If such insurance
27 contains a general aggregate limit, it shall apply separately
28 to this Agreement or be no less than two (2) times the

1 occurrence limit.

2 c. Vehicle Liability Insurance.

3 If vehicles or mobile equipment are used in the performance
4 of the obligations under this Agreement, then DEVELOPER
5 shall maintain liability insurance for all owned, non-owned
6 or hired vehicles so used in an amount not less than
7 \$1,000,000 per occurrence combined single limit. If such
8 insurance contains a general aggregate limit, it shall apply
9 separately to this Agreement or be no less than two (2)
10 times the occurrence limit. Policy shall name the County of
11 Riverside as Additionally Insured.

12 d. General Insurance Provisions – All Lines.

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

21 2) DEVELOPER'S insurance carrier(s) must declare
22 its insurance self-insured retentions. If such self-insured
23 retentions exceed \$500,000 per occurrence such retentions
24 shall have the prior written consent of the COUNTY Risk
25 Manager before the commencement of operations under
26 this Agreement. Upon notification of self insured retention
27 unacceptable to the COUNTY, and at the election of the
28 COUNTY's Risk Manager, DEVELOPER'S carriers shall

1 either; (a) reduce or eliminate such self-insured retention as
2 respects this Agreement with the COUNTY, or (b) procure a
3 bond which guarantees payment of losses and related
4 investigations, claims administration, and defense costs and
5 expenses.

6 3) DEVELOPER shall cause DEVELOPER's
7 insurance carrier(s) to furnish the County of Riverside with
8 either 1) a properly executed original Certificate(s) of
9 Insurance and certified original copies of Endorsements
10 effecting coverage as required herein, and 2) if requested to
11 do so orally or in writing by the COUNTY Risk Manager,
12 provide original Certified copies of policies including all
13 Endorsements and all attachments thereto, showing such
14 insurance is in full force and effect. Further, said
15 Certificate(s) and policies of insurance shall contain the
16 covenant of the insurance carrier(s) that thirty (30) days
17 written notice shall be given to the County of Riverside prior
18 to any material modification, cancellation, expiration or
19 reduction in coverage of such insurance. In the event of a
20 material modification, cancellation, expiration, or reduction
21 in coverage, this Agreement shall terminate forthwith,
22 unless the COUNTY receives, prior to such effective date,
23 another properly executed original Certificate of Insurance
24 and original copies of endorsements or certified original
25 policies, including all endorsements and attachments
26 thereto evidencing coverage's set forth herein and the
27 insurance required herein is in full force and effect.
28 DEVELOPER shall not commence operations until the

1 COUNTY has been furnished original Certificate (s) of
2 Insurance and certified original copies of endorsements and
3 if requested, certified original policies of insurance including
4 all endorsements and any and all other attachments as
5 required in this Section. An individual authorized by the
6 insurance carrier to do so, on its behalf, shall sign the
7 original endorsements for each policy and the Certificate of
8 Insurance.

9 4) It is understood and agreed to by the parties
10 hereto that DEVELOPER's insurance shall be construed as
11 primary insurance, and the COUNTY's insurance and/or
12 deductibles and/or self-insured retention's or self-insured
13 programs shall not be construed as contributory.

14 5) If, during the Term of this Agreement or any
15 extension thereof, there is a material change in the scope of
16 services; or, there is a material change in the equipment to
17 be used in the performance of the scope of work which will
18 add additional exposures (such as the use of aircraft,
19 watercraft, cranes, etc.); or, the Term of this Agreement,
20 including any extensions thereof, exceeds five (5) years the
21 COUNTY reserves the right to adjust the types of insurance
22 required under this Agreement and the monetary limits of
23 liability for the insurance coverage's currently required
24 herein, if, in the COUNTY Risk Manager's reasonable
25 judgment, the amount or type of insurance carried by
26 DEVELOPER has become inadequate.

27 6) DEVELOPER shall pass down the insurance
28 obligations contained herein to all tiers of subcontractors

1 working under this Agreement.

2 7) The insurance requirements contained in this
3 Agreement may be met with a program(s) of self-insurance
4 acceptable to the COUNTY.

5 8) DEVELOPER agrees to notify COUNTY of any
6 claim by a third party or any incident or event that may give
7 rise to a claim arising from the performance of this
8 Agreement.

9 16. FINANCIAL RECORDS. DEVELOPER shall establish and
10 maintain financial, programmatic, statistical, and other supporting records of its
11 operations and financial activities in accordance with 24 CFR Part 84 or 85 as
12 applicable and Part 570 and OMB Circular Nos. A-102, revised, A-110, A-87, and A-
13 122, as applicable and as they relate to the acceptance and use of federal funds
14 under this Agreement. Records shall be open to inspection and audit by authorized
15 representatives of the COUNTY, HUD, and the Comptroller General of the United
16 States or any of their authorized representatives, at any time during normal business
17 hours, as often as deemed necessary, to audit, examine, and make excerpts or
18 transcripts of all relevant data. Any deficiencies noted in audit reports must be fully
19 cleared by DEVELOPER within thirty (30) days after receipt by DEVELOPER. Failure
20 of DEVELOPER to comply with the above audit requirements will constitute a violation
21 of this contract and may result in the withholding of future payments. COUNTY, HUD,
22 and the Comptroller General, or any of their representatives, have the right of access
23 to any pertinent books, documents, papers, or other records of DEVELOPER, in order
24 to make audits, examinations, excerpts, and transcripts. Said records shall be retained
25 for such time as may be required by the regulations of the Neighborhood Stabilization
26 Program, but in no case for less than five (5) years after the Project completion date;
27 except that records of individual tenant income verifications, project rents, and project
28 inspections must be retained for the most recent five (5) year period, until five (5)

1 years after the Affordability Period terminates. If any litigation, claim, negotiation,
2 audit, or other action has been started before the expiration of the regular period
3 specified, the records must be retained until completion of the action and resolution of
4 all issues which arise from it, or until the end of the regular period, whichever is later.

5 17. PROJECT MONITORING AND EVALUATION. Except as
6 otherwise provided for in this Agreement, DEVELOPER shall maintain and submit
7 records to the COUNTY within ten (10) business days of the COUNTY's request which
8 clearly documents DEVELOPER's performance under each requirement of NSP. A list
9 of document submissions and timeline are shown in **Exhibit A** and such list may be
10 amended from time to time subject to HUD and COUNTY reporting requirements.

11 18. ACCESS TO PROJECT SITE. The COUNTY and HUD shall have
12 the right to visit the Project site at all reasonable times, and upon completion of the
13 Project upon reasonable written notice to DEVELOPER, to review the operation of the
14 Project in accordance with this Agreement.

15 19. COMPLIANCE WITH LAWS AND REGULATIONS. By executing
16 this Agreement, DEVELOPER hereby certifies that it will adhere to and comply with all
17 federal, state and local laws, regulations and ordinances. In particular, DEVELOPER
18 shall comply with the following as they may be applicable to DEVELOPER of funds
19 granted pursuant to the NSP Program:

- 20 a. NSP regulations as set forth under HERA, as it now exists
21 and may hereafter be amended, and Federal Register / Vol.
22 73, No. 194 / Monday, October 6, 2008 / Docket No. FR-
23 5255-N-01, Notice of Allocations, Application Procedures,
24 Regulatory Waivers Granted to and Alternative
25 Requirements for Emergency Assistance for
26 Redevelopment of Abandoned and Foreclosed Homes
27 Grantees Under the Housing and Economic Recovery Act,
28 2008.

- 1 b. CDBG statutory and regulatory provisions, including those
2 at 24 CFR Part 570 subpart A, C, D, J, K, and O, as
3 appropriate, shall apply.
- 4 c. Other Federal requirements and non-discrimination. As set
5 forth in 24 CFR Part 5, subpart A, DEVELOPER is required
6 to include the following requirements: non-discrimination
7 and equal opportunity; disclosure; debarred, suspended, or
8 ineligible contractors; and drug-free workplace.
- 9 d. Environmental Review. Each Assisted Unit will be subject to
10 environmental review prior to acquisition, demolition,
11 rehabilitation or new construction. The environmental
12 effects of each activity carried out with NSP funds must be
13 assessed in accordance with the provisions of the National
14 Environmental Policy Act of 1969 (NEPA) and related
15 authorities listed at 24 CFR Part 58. The Project is required
16 to comply with Laws and Authorities of §58.5: Historic
17 Preservation, Floodplain & Wetlands, Coastal Zone,
18 Aquifers, Endangered Species, Rivers, Air, Farmlands,
19 HUD Environmental Standards and Environmental Justice.
- 20 e. Displacement, Relocation, and Acquisition. Each Assisted
21 Unit not owner occupied at time of foreclosure must be
22 vacant for a minimum period of ninety (90) days prior to the
23 Initial Offer. The Project is subject to relocation
24 requirements of Title II and the acquisition requirements of
25 Title III of the Uniform Relocation Act (URA) and Real
26 Property Acquisition Policies Act of 1970, and the
27 implementing regulations at 24 CFR Part 42.
- 28 1) Prevailing Wages and Compliance with Davis-Bacon

1 Act. DEVELOPER shall comply with any applicable
2 labor regulations and all other State and Federal Laws
3 in connection with the construction of the
4 improvements which comprise the Project, including if
5 applicable, requirements relating to the Davis-Bacon
6 Act (40 U.S.C. 276a--276a-5). DEVELOPER agrees
7 and acknowledges that it is the responsibility of
8 DEVELOPER to obtain a legal determination, at
9 DEVELOPER's sole cost and expenses as to whether
10 prevailing wages must be paid during the rehabilitation
11 of the Project. DEVELOPER agrees to identify, defend,
12 and hold COUNTY harmless from and against any and
13 all liability arising out of and related to DEVELOPER's
14 failure to comply with any and all applicable prevailing
15 wage requirements.

- 16 f. Lead-based Paint. Housing assisted with NSP funds is
17 subject to the lead-based paint regulations of 24 CFR Part
18 35, subparts A, B, J, K, and R, issued pursuant to the Lead-
19 Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et
20 seq.). All homes built prior to 1978 shall be tested for lead
21 based paint.
- 22 g. Conflict of Interest. In the procurement of property and
23 services by DEVELOPER, the conflict of interest provisions
24 at §570.611 shall apply.
- 25 h. Section 3 of the Housing and Urban Development Act of
26 1968. To the greatest extent feasible, opportunities for
27 training and employment arising from NSP funds will be
28 provided to low-income persons residing in the Target Area.

1 To the greatest extent feasible, contracts for work to be
2 performed in connection with NSP funds will be awarded to
3 business concerns that are located in or owned by persons
4 residing in the Target Area. Contracts funded from Section
5 3 must abide by the Section 3 Clause prescribed at 24 CFR
6 135.38, as shown in **Exhibit F** which is attached hereto and
7 by this reference incorporated herein.

8 i. Compliance with anti-discrimination laws. Conformity with
9 title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the
10 Fair Housing Act (42 U.S.C. 3601-3619), and implementing
11 regulations.

12 j. Affirmative marketing and minority outreach program.
13 DEVELOPER must adopt affirmative marketing procedures
14 and requirements. These should include:

- 15 1) Methods for informing the public, owners, and
16 potential tenants about Federal fair housing laws and
17 the affirmative marketing policy.
- 18 2) Requirements and practices that DEVELOPER must
19 adhere to in order to carry out the affirmative
20 marketing procedures and requirements.
- 21 3) Procedures to be used by DEVELOPER to inform
22 and solicit applications from persons in the housing
23 market areas that are not likely to apply without
24 special outreach.
- 25 4) Records will be kept describing actions taken by
26 DEVELOPER to affirmatively market units and to
27 assess the results of these actions.
- 28 5) A description of how DEVELOPER will annually

1 assess the success of affirmative marketing actions
2 and what corrective actions will be taken where
3 affirmative marketing requirements are not met.

4 6) DEVELOPER should prescribe procedures to
5 establish and oversee a minority outreach program to
6 ensure the inclusion, to the maximum extent
7 possible, of minorities and women, and entities
8 owned by minorities and women, including, without
9 limitation, real estate firms, construction firms,
10 appraisal firms, management firms, financial
11 institutions, investment banking firms, underwriters,
12 accountants, and providers of legal services, in all
13 contracts entered into by DEVELOPER with such
14 persons or entities, public and private, in order to
15 facilitate the activities of the County to provide
16 affordable housing authorized under this Act or any
17 other Federal housing law. Affirmative steps to
18 assure that minority business enterprises and women
19 business enterprises are used when possible in the
20 procurement of property and services are at 24 CFR
21 85.36(e).

22 7) Anti-lobbying. DEVELOPER must comply with
23 restrictions on lobbying required by 24 CFR Part 87.

24 k. Model Energy Code published by the Council of American
25 Building Officials.

26 l. Consultant Activities. Pursuant to 24 CFR 570.200(d), no
27 person providing consultant services in an employer-
28 employee type of relationship shall receive more than a

1 reasonable rate of compensation for personal services paid
2 with CDBG funds.

3 m. Uniform Administrative Requirements of 24 CFR Part 84 or
4 85 as applicable, Part 570 and OMB Circular Nos. A-102,
5 revised, A-110 (implemented at 24 CFR Part 84), A-87, and
6 A-122, as applicable and as they relate to the acceptance
7 and use of federal funds under this Agreement.

8 n. DEVELOPER shall include written agreements that include
9 all provisions of this section if DEVELOPER provides NSP
10 funds to for-profit owners or developers, non-profit owners
11 or developers, sub-recipients, homeowners, homebuyers,
12 tenants receiving tenant-based rental assistance, or
13 contractors.

14 20. PURCHASE PRICE REQUIREMENT. Any purchase of a
15 foreclosed home shall be at a discount from the CMAV taking into account its current
16 condition. The purchase price of the home must be at least one (1%) below the CMAV
17 of the home (the "Discount"). Properties may be purchased in bulk, but the Discount
18 applies to each property, and not an overall discount. The final offer meeting the
19 Discount must be received by EDA within sixty (60) days of the completed EDA
20 appraisal or the property will be denied.

21 21. INCOME TARGETING REQUIREMENTS. DEVELOPER shall
22 resell Assisted Unit to LMMI households whose incomes are at or below one-hundred
23 twenty percent (120%) of the Area Median Income (AMI), adjusted by family size at
24 the time of occupancy, for the County of Riverside.

25 22. RESALE REQUIREMENTS. DEVELOPER is required to sell each
26 Assisted Unit to a Qualified Homebuyer and repay COUNTY with the proceeds from
27 the sale. The Selling Price of each Assisted Unit shall not exceed (a) the fair market
28 value or (b) the total costs to acquire, rehabilitate and dispose of each Assisted Unit

1 pursuant to NSP. Each Qualified Homebuyer, as defined herein, will obtain a home
2 loan from a financial institution for up to the Selling Price (the "Homebuyer Loan"). If
3 the Homebuyer Loan is less than the Selling Price, then the Qualified Homebuyer will
4 receive the difference as a "Silent Second Mortgage" or Homebuyer Subsidy from the
5 COUNTY. The Homebuyer Subsidy is limited to thirty percent (30%) of the Selling
6 Price of the Assisted Unit and capped for a maximum amount of \$75,000. Upon
7 transfer of title to the Qualified Homebuyer, the amount of the Homebuyer Loan less
8 the sum of the Development Subsidy, the Homebuyer Subsidy and closing costs and
9 Subsidy Amount will be returned to the COUNTY and a Homebuyer Deed of Trust
10 shall be recorded to secure this second mortgage loan, and to require its repayment if
11 the Assisted Unit is no longer the principal residence or the Assisted Unit is sold prior
12 to the expiration of the Affordability Period in violation of the Homebuyer Deed of
13 Trust.

14 23. QUALIFIED HOMEBUYER. DEVELOPER shall provide to EDA
15 evidence to support the following listed information for EDA's review and approval:

- 16 a. Income Limits. In order for homebuyers to be eligible to
17 purchase the rehabilitated homes, the homebuyer's annual
18 income must not exceed one-hundred twenty percent (120%)
19 of the AMI, as determined by HUD, adjusted for family size.
20 The income and assets of all persons age eighteen (18) and
21 older who will reside in the home must be included in the
22 calculation to determine income eligibility.
- 23 b. Co-owners. Co-owners are only permitted if they will occupy
24 the home as their principal residence and qualify as first time
25 buyers. The income of all co-owners will be included in
26 determining if the household qualifies as moderate income, as
27 noted above. Co-signers are not permitted.
- 28 c. First-time homebuyer. In order to qualify as a first-time

1 homebuyer, the homebuyer cannot have owned a home for
2 the previous three years from the date the homebuyer enters
3 into a purchase agreement. DEVELOPER shall cause the
4 homebuyer to sign a sworn application attesting that they have
5 not owned a home and tax returns from the last three (3) years
6 will be reviewed to ascertain that no mortgage interest or real
7 estate tax deductions have been claimed.

- 8 d. Principal Residence. Homebuyer must be the principal
9 resident during the Affordability Period.
- 10 e. Occupancy Standard. All homebuyers must meet the
11 occupancy standard as defined in the Housing Quality Act
12 under 982.401 that states, "The dwelling unit must have at
13 least one bedroom or living/sleeping room for each two
14 persons." Children of opposite sex, other than very young
15 children, may not be required to occupy the same bedroom or
16 living/sleeping room.
- 17 f. Homebuyer Education. Each homebuyer must receive a
18 certificate of completion evidencing at least eight (8) hours of
19 homebuyer counseling from a HUD-approved housing
20 counseling agency before obtaining a mortgage loan.
- 21 g. Long Term Affordability. NSP assisted units must meet the
22 affordability requirements for fifteen (15) years after transfer of
23 title to Qualified Homebuyer. Affordability requirements apply
24 regardless of the term of any loan, mortgage or the transfer of
25 ownership. Affordability requirements are imposed by deed
26 restrictions, but may terminate upon foreclosure or transfer in
27 lieu of foreclosure.
- 28 h. Creditworthiness. Qualified Homebuyers must be creditworthy

1 and able to undertake traditional 30-year fixed rate loan FHA,
2 VA, CalHFA, Fannie Mae or Freddie Mac insured loan
3 products with fully amortized loan payments.

4 i. Equity Participation. In the event a Second Mortgage Loan is
5 required, as explained in **Section 4(d)**, repayment is required
6 to COUNTY if the Assisted Unit is no longer the principal
7 residence or upon sale, rental, refinance, conveyance, transfer
8 or change in title of the Assisted Unit prior to the expiration of
9 the Affordability Period in violation of the Homebuyer Deed of
10 Trust. Sale, rental, refinance, conveyance, transfer or change
11 in title of the Assisted Unit prior to the expiration of the
12 Affordability Period in violation of the Homebuyer Deed of
13 Trust will cause the Qualified Homebuyer to be obligated to
14 repay the COUNTY shared equity, in addition to the principal
15 amount of the Homebuyer Subsidy, as provided in the
16 Homebuyer Deed of Trust to COUNTY.

17 j. County Assistance. Only the County of Riverside's Mortgage
18 Credit Certificate program can be used to further assist eligible
19 first-time homebuyers buy an Assisted Unit. The following
20 County of Riverside programs are not eligible: First Time
21 Home Buyer Program, Neighborhood Stabilization
22 Homeownership Program and Redevelopment
23 Homeownership Program.

24 24. FEDERAL REQUIREMENTS. DEVELOPER shall comply with the
25 provisions of NSP and any amendments thereto and all applicable federal regulations
26 and guidelines now or hereafter enacted.

27 25. INDEPENDENT CONTRACTOR. DEVELOPER and its agents,
28 servants and employees shall act at all times in an independent capacity during the

1 Term of this Agreement, and shall not act as, shall not be, nor shall they in any
2 manner be construed to be agents, officers, or employees of COUNTY.

3 26. PERFORMANCE REQUIREMENTS. DEVELOPER must complete
4 all the following activities within the time specified below or the COUNTY shall either
5 reallocate unencumbered funds pursuant to Section 10 or take title of Assisted Units:

- 6 a. Close Escrow on the Assisted Units within four (4) months from
7 the Effective Date;
- 8 b. Rehabilitate the Assisted Units within seven (7) months from the
9 Effective Date; and
- 10 c. Sell the Assisted Units within ten (10) months from the Effective
11 Date.
- 12 d. In the event DEVELOPER fails to comply with Section 26(a),
13 COUNTY may reallocate unencumbered NSP funds in
14 accordance with Section 10.
- 15 e. In the event DEVELOPER fails to comply with Section 26(b) or
16 Section 26(c), upon COUNTY's request, DEVELOPER shall
17 grant its ownership interest in the Assisted Units to COUNTY.

18 _____
Signature

19 27. NONDISCRIMINATION. DEVELOPER shall abide by 24 CFR
20 570.602 which requires that no person in the United States shall on the grounds of
21 race, color, national origin, religion, or sex be excluded from participation in, be denied
22 the benefits of, or be subjected to discrimination under any program or activity
23 receiving Federal financial assistance including NSP. Under the Act, Section 109
24 directs that the prohibitions against discrimination on the basis of age under the Age
25 Discrimination Act and the prohibitions against discrimination on the basis of disability
26 under Section 504 shall apply to programs or activities receiving Federal financial
27 assistance under Title I programs. The policies and procedures necessary to ensure
28 enforcement of section 109 are codified in 24 CFR Part 6.

1 28. PROHIBITION AGAINST CONFLICTS OF INTEREST:

- 2 a. DEVELOPER and its assigns, employees, agents,
3 consultants, officers and elected and appointed officials shall
4 become familiar with and shall comply with the conflict of
5 interest provisions in OMB Circular A-110, 24 CFR 85.36, 24
6 CFR 84.42, 24 CFR 570.611 and Policy Manual #A-11,
7 attached hereto as **Exhibit G** which is attached hereto and by
8 this reference incorporated herein.
- 9 b. DEVELOPER understands and agrees that no waiver or
10 exception can be granted to the prohibition against conflict of
11 interest except upon written approval of HUD pursuant to 24
12 CFR 92.356(d). Any request by DEVELOPER for an
13 exception shall first be reviewed by COUNTY to determine
14 whether such request is appropriate for submission to HUD.
- 15 c. Prior to any funding under this Agreement, DEVELOPER
16 shall provide COUNTY with a list of all employees, agents,
17 consultants, officers and elected and appointed officials who
18 are in a position to participate in a decision-making process,
19 exercise any functions or responsibilities, or gain inside
20 information with respect to the NSP activities funded under
21 this Agreement. DEVELOPER shall also promptly disclose to
22 COUNTY any potential conflict, including even the
23 appearance of conflict that may arise with respect to the NSP
24 activities funded under this Agreement.
- 25 d. Any violation of this section shall be deemed a material
26 breach of this Agreement, and the Agreement shall be
27 immediately terminated by the COUNTY.

28 29. EVENTS OF DEFAULT. The occurrence of any of the following

1 events shall constitute an "Event of Default" under this Agreement:

- 2 a. Monetary Default. (1) DEVELOPER's failure to pay when
3 due any sums payable under the Note or any advances made
4 by the COUNTY under this Agreement; (2) DEVELOPER's or
5 any agent of DEVELOPER's use of NSP funds for costs
6 inconsistent with terms and restrictions set forth in this
7 Agreement; (3) DEVELOPER's failure to obtain and maintain
8 the insurance coverage required under this Agreement; (4)
9 DEVELOPER's or any agent of DEVELOPER's failure to
10 make any other payment of any assessment or tax due under
11 this Agreement.
- 12 b. Non-Monetary Default - Operation. (1) Discrimination by
13 DEVELOPER or DEVELOPER's agent on the basis of
14 characteristics prohibited by this Agreement or applicable
15 law; (2) the imposition of any encumbrances or liens on the
16 Project without the COUNTY's prior written approval that are
17 prohibited under this Agreement or that have the effect of
18 reducing the priority or invalidating the NSP Deed of Trust; (3)
19 any material adverse change in the condition of DEVELOPER
20 or the Project or permanent financing or funding for the
21 Project that gives the COUNTY reasonable cause to believe
22 that the Project cannot be operated according to the terms of
23 this Agreement.
- 24 c. General Performance of Loan Obligations. Any substantial or
25 continuous or repeated breach by DEVELOPER or
26 DEVELOPER's agents of any material obligations on
27 DEVELOPER imposed in the NSP Agreement.
- 28 d. General Performance of Other Obligations. Any substantial

1 or continuous or repeated breach by DEVELOPER or
2 DEVELOPER's agents of any material obligations on the
3 Project imposed by any other agreement with respect to the
4 financing, development, or operation of the Project; whether
5 or not the COUNTY is a party to such agreement; but only
6 following any applicable notice and cure periods with respect
7 to any such obligation.

8 e. Representations and Warranties. A determination by the
9 COUNTY that any of DEVELOPER's representations or
10 warranties made in this Agreement, any statements made to
11 the COUNTY by DEVELOPER, or any certificates,
12 documents, or schedules supplied to the COUNTY by
13 DEVELOPER were untrue in any material respect when
14 made, or that DEVELOPER concealed or failed to disclose a
15 material fact from the COUNTY.

16 f. Damage to Project. In the event that the Project is materially
17 damaged or destroyed by fire or other casualty, and
18 DEVELOPER receives an award or insurance proceeds for
19 the repair or reconstruction of the Project, and DEVELOPER
20 does not use such award or proceeds to repair or reconstruct
21 the Project.

22 g. Bankruptcy, Dissolution and Insolvency. DEVELOPER (1)
23 filing for bankruptcy, dissolution, or reorganization, or failure
24 to obtain a full dismissal of any such involuntary filing brought
25 by another party before the earlier of final relief or one (1) day
26 after such filing; (2) making a general assignment for the
27 benefit of creditors; (3) applying for the appointment of a
28 receiver, trustee, custodian, or liquidator, or failure to obtain a

1 full dismissal of any such involuntary application brought by
2 another party before the earlier of final relief or forty-five (45)
3 days after such filing; (4) insolvency; or (5) failure, inability or
4 admission in writing of its inability to pay its debts as they
5 become due.

6 30. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. Except
7 for the performance obligations set forth in Section 26, for monetary and non-
8 monetary Events of Default, the COUNTY shall give written notice to DEVELOPER of
9 any Event of Default by specifying: (a) the nature of the Event of Default or the
10 deficiency giving rise to the default, (b) the action required to cure the deficiency, if an
11 action to cure is possible, and (c) a date, which shall not be more than thirty (30)
12 calendar days from the mailing of the notice, by which such action to cure must be
13 taken. Except for the performance obligations set forth in Section 26, the COUNTY
14 agrees that the DEVELOPER shall have the right to cure defaults under this
15 Agreement.

16 31. COUNTY REMEDIES. Upon the happening of an Event of Default
17 and a failure by DEVELOPER to cure said default within the time specified in the
18 notice of default (if an action to cure is specified in said notice), the COUNTY's
19 obligation to disburse NSP funds shall terminate, and the COUNTY may also in
20 addition to other rights and remedies permitted by this Agreement or applicable law,
21 proceed with any or all of the following remedies in any order or combination the
22 COUNTY may choose in its sole discretion:

- 23 a. Terminate this Agreement, in which event the entire amount
24 as well as any other monies advanced to DEVELOPER by
25 the COUNTY under this Agreement including administrative
26 costs, shall immediately become due and payable at the
27 option of the COUNTY.
- 28 b. Bring an action in equitable relief (1) seeking the specific

1 performance by DEVELOPER of the terms and conditions of
2 this Agreement, and/or (2) enjoining, abating, or preventing
3 any violation of said terms and conditions, and/or (3) seeking
4 declaratory relief.

5 c. Accelerate the NSP Loan, and demand immediate full
6 payment of the principal payment outstanding and all accrued
7 interest under the Note, as well as any other monies
8 advanced to DEVELOPER by the COUNTY under this
9 Agreement.

10 d. Reallocate unencumbered funds pursuant to Section 10.

11 e. Pursue any other remedy allowed at law or in equity.

12 32. DEVELOPER'S REMEDIES. Upon the fault or failure of the
13 COUNTY to meet any of its obligations under this Agreement, DEVELOPER may:

14 a. Demand payment from the COUNTY of any sums due
15 DEVELOPER; and/or

16 b. Bring an action in equitable relief seeking the specific
17 performance by the COUNTY of the terms and conditions of
18 this Agreement; and/or

19 c. Pursue any other remedy allowed at law or in equity.

20 33. DEVELOPER'S WARRANTIES. DEVELOPER represents and
21 warrants (1) that it has access to professional advice and support to the extent
22 necessary to enable DEVELOPER to fully comply with the terms of this Agreement,
23 and to otherwise carry out the Project, (2) that it is duly organized, validly existing and
24 in good standing under the laws of the State of California, (3) that it has the full power
25 and authority to undertake the Project and to execute this Agreement, (4) that the
26 persons executing and delivering this Agreement are authorized to execute and
27 deliver such documents on behalf of DEVELOPER and (5) that neither DEVELOPER
28 nor any of its principals is presently debarred, suspended, proposed for debarment,

1 declared ineligible, or voluntarily excluded from participation in connection with the
2 transaction contemplated by this Agreement.

3 34. DEVELOPER'S CERTIFICATION. DEVELOPER certifies, to the
4 best of its knowledge and belief, that:

- 5 a. No federally appropriated funds have been paid or will be
6 paid, by or on behalf of the undersigned, to any person for
7 influencing or attempting to influence an officer or employee
8 of any agency, a member of Congress, an officer or
9 employee of Congress, or an employee of a member of
10 Congress in connection with the awarding of any federal
11 contract, the making of any federal grant, the making of any
12 federal loan, the entering into of any cooperative agreement,
13 and the extension, continuation, review, amendment, or
14 modification of any federal contract, grant, loan, or
15 cooperative agreement.
- 16 b. If any funds other than federally appropriated funds have
17 been paid or will be paid to any person for influencing or
18 attempting to influence an officer or employee of any agency,
19 a member of Congress, an officer or employee of Congress,
20 or an employee of a member of Congress in connection with
21 this federal contract, grant, loan, or cooperative agreement,
22 the undersigned shall complete and submit Standard Form-
23 LLL, "Disclosure Form to Report Lobbying," in accordance
24 with its instructions.
- 25 c. The undersigned shall require that the language of this
26 certification be included in the award documents for all sub-
27 awards at all tiers (including subcontracts, sub-grants, and
28 contracts under grants, loans, and cooperative agreements)

1 and that DEVELOPER shall certify and disclose accordingly.
2 This certification is a material representation of fact upon
3 which reliance was placed when this transaction was made or
4 entered into.

5 35. HOLD HARMLESS AND INDEMNIFICATION. DEVELOPER shall
6 indemnify and hold harmless the COUNTY, its Agencies, Districts, Special Districts
7 and Departments, their respective directors, officers, Board of Supervisors, elected
8 and appointed officials, employees, agents and representatives from any liability
9 whatsoever, based or asserted upon any services of DEVELOPER, its officers,
10 employees, subcontractors, agents or representatives arising out of or in any way
11 relating to this Agreement, including but not limited to property damage, bodily injury,
12 or death or any other element of any kind or nature whatsoever arising from the
13 performance of DEVELOPER, its officers, agents, employees, subcontractors, agents
14 or representatives from this Agreement. DEVELOPER shall defend, at its sole
15 expense, all costs and fees including, but not limited, to attorney fees, cost of
16 investigation, defense and settlements or awards, the County of Riverside, its
17 Agencies, Districts, Special Districts and Departments, their respective directors,
18 officers, Board of Supervisors, elected and appointed officials, employees, agents and
19 representatives in any claim or action based upon such alleged acts or omissions.

20 With respect to any action or claim subject to indemnification herein by
21 DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of its
22 own choice and shall have the right to adjust, settle, or compromise any such action or
23 claim without the prior consent of COUNTY; provided, however, that any such
24 adjustment, settlement or compromise in no manner whatsoever limits or
25 circumscribes DEVELOPER'S indemnification to COUNTY as set forth herein.

26 DEVELOPER'S obligation hereunder shall be satisfied when DEVELOPER has
27 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any
28 liability for the action or claim involved.

1 The specified insurance limits required in this Agreement shall in no way limit or
2 circumscribe DEVELOPER'S obligations to indemnify and hold harmless the COUNTY
3 herein from third party claims.

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

8 36. TERMINATION.

9 a. DEVELOPER. DEVELOPER may terminate this Agreement
10 consistent with the Act, the regulations implementing the
11 Act, and 24 CFR 85.44.

12 b. COUNTY. Notwithstanding the above provision hereof,
13 COUNTY may suspend or terminate this Agreement upon
14 written notice to DEVELOPER of the action being taken and
15 the reason for such action:

16 (a) In the event DEVELOPER fails to perform the
17 covenants herein contained at such times and in
18 such manner as provided in this Agreement after the
19 applicable notice and cure provision hereof; or

20 (b) In the event there is a conflict with any federal, state
21 or local law, ordinance, regulation or rule rendering
22 any of the provisions of this Agreement invalid or
23 untenable; or

24 (c) In the event the funding from HUD, as referred to in
25 **Section 1**, is terminated or otherwise becomes
26 unavailable.

27 c. This Agreement may be terminated or funding suspended in
28 whole or in part for cause in accordance with 24 CFR 85.43.

1 Cause shall be based on the failure of DEVELOPER to
2 materially comply with either the terms or conditions of this
3 Agreement after the applicable notice and cure provision
4 hereof. Upon suspension of funding, DEVELOPER agrees
5 not to incur any costs related thereto, or connected with,
6 any area of conflict from which the COUNTY has
7 determined that suspension of funds is necessary. The
8 award may be terminated for convenience in accordance
9 with 24 CFR 85.44.

- 10 d. Upon expiration of this Agreement, DEVELOPER shall
11 transfer to the COUNTY any unexpended NSP funds in its
12 possession at the time of expiration of the Agreement as
13 well as any accounts receivable held by DEVELOPER
14 which are attributable to the use of NSP funds awarded
15 pursuant to this Agreement. If COUNTY so chooses it will
16 also require DEVELOPER to transfer title of Assisted Units
17 to COUNTY.

18 37. AFFORDABILITY RESTRICTIONS. The COUNTY and
19 DEVELOPER hereby declare their express intent that the restrictions set forth in this
20 Agreement for each Assisted Unit of the Project shall be affordable for a period of
21 fifteen (15) years from the transfer of title to Qualified Homebuyer, and shall bind all
22 successors in title to the Assisted Unit until the expiration of this Agreement. Each and
23 every contract, deed or other instrument hereafter executed covering and conveying
24 the Assisted Unit or any portion thereof shall be held conclusively to have been
25 executed, delivered and accepted subject to such restrictions, regardless whether
26 such restrictions are set forth in such contract, deed or other instrument.

27 38. MECHANICS LIENS AND STOP NOTICES. If any claim of
28 mechanics lien is filed against the Project or a stop notice affecting the NSP Loan is

1 served on the COUNTY, DEVELOPER must, within twenty (20) days of such filing or
2 service, either pay and fully discharge the lien or stop notice, obtain a release of the
3 lien or stop notice by delivering to the COUNTY a surety bond in sufficient form and
4 amount, or provide the COUNTY with other assurance reasonably satisfactory to
5 COUNTY that the lien or stop notice will be paid or discharged.

6 39. ENTIRE AGREEMENT. It is expressly agreed that this Agreement
7 embodies the entire agreement of the parties in relation to the subject matter hereof,
8 and that no other agreement or understanding, verbal or otherwise, relative to this
9 subject matter, exists between the parties at the time of execution.

10 40. AUTHORITY TO EXECUTE. The persons executing this
11 Agreement or exhibits attached hereto on behalf of the parties to this Agreement
12 hereby warrant and represent that they have the authority to execute this Agreement
13 and warrant and represent that they have the authority to bind the respective parties to
14 this Agreement to the performance of its obligations hereunder.

15 41. WAIVER. Failure by a party to insist upon the strict performance of
16 any of the provisions of this Agreement by the other party, or the failure by a party to
17 exercise its rights upon the default of the other party, shall not constitute a waiver of
18 such party's rights to insist and demand strict compliance by the other party with the
19 terms of this Agreement thereafter.

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

28 43. JURISDICTION AND VENUE. Any action at law or in equity arising

1 under this Agreement or brought by a party hereto for the purpose of enforcing,
2 construing or determining the validity of any provision of this Agreement shall be filed
3 in the Superior Courts of Riverside County, State of California, and the parties hereto
4 waive all provisions of law providing for the filing, removal or change of venue to any
5 other court or jurisdiction.

6 44. SEVERABILITY. Each paragraph and provision of this Agreement
7 is severable from each other provision, and if any provision or part thereof is declared
8 invalid, the remaining provisions shall nevertheless remain in full force and effect.

9 45. MINISTERIAL ACTS. The COUNTY's Assistant County Executive
10 Officer/EDA or designee(s) are authorized to take such ministerial actions as may be
11 necessary or appropriate to implement the terms, provisions, and conditions of this
12 Agreement as it may be amended from time to time by both parties.

13 46. MODIFICATION OF AGREEMENT. The COUNTY or
14 DEVELOPER may consider it in its best interest to change, modify or extend a term or
15 condition of this Agreement. Any such change, extension or modification, which is
16 mutually agreed upon by the COUNTY and DEVELOPER shall be incorporated in
17 written amendments to this Agreement as shown in **Exhibit D**, which is attached
18 hereto and by this reference incorporated herein. The Assistant County Executive
19 Officer/EDA or designee is authorized to execute, subject to County Counsel approval,
20 the amendment to change, modify or extend a term or condition of this Agreement.
21 Such amendments shall not invalidate this Agreement, nor relieve or release the
22 COUNTY or DEVELOPER from any obligations under this Agreement, except for
23 those parts thereby amended. No amendment to this Agreement shall be effective and
24 binding upon the parties, unless it expressly makes reference to this Agreement, is in
25 writing and is signed and acknowledged by duly authorized representatives of all
26 parties.

27 47. ASSIGNMENT. DEVELOPER will not make any sale, assignment,
28 conveyance, or lease of any trust or power, or transfer in any other form with respect

1 to this Agreement or the Project.

2 48. EXHIBITS AND ATTACHMENTS. Each of the attachments and
3 exhibits attached hereto is incorporated herein by this reference.

4 49. MEDIA RELEASES. DEVELOPER agrees to allow COUNTY to
5 coordinate all media releases regarding the Project, with prior approval of
6 DEVELOPER. Any publicity generated by DEVELOPER for the Project must make
7 reference to the contribution of COUNTY in making the Project possible. COUNTY's
8 name shall be prominently displayed in all pieces of publicity generated by
9 DEVELOPER, including flyers, press releases, posters, signs, brochures, and public
10 service announcements. DEVELOPER agrees to cooperate with COUNTY in any
11 COUNTY-generated publicity or promotional activities with respect to the Project.

12 50. NOTICES. All notices, requests, demands and other
13 communication required or desired to be served by either party upon the other shall be
14 addressed to the respective parties as set forth below or the such other addresses as
15 from time to time shall be designated by the respective parties and shall be sufficient if
16 sent by U.S. first class, certified mail, postage prepaid, or express delivery service with
17 a receipt showing the date of delivery.

18 COUNTY
19 Assistant Director of Housing
20 Riverside County
21 Economic Development Agency
22 3403 Tenth Street, Suite 300
23 Riverside, CA 92501

DEVELOPER
President
Sheffield Foreclosure
Renovation, Inc.
3400 Central Avenue, Suite 325
Riverside, CA 92506

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

27 52. TIME OF THE ESSENCE. Time is of the essence with respect to
28 all provisions of this Agreement that specify a time for performance.

53. EFFECTIVE DATE. The effective date of this Agreement is the
date the parties execute the Agreement. If the parties execute the Agreement on more

1 than one date, then the date first above written shall be the effective date.

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(Signatures on Next Page)

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1 **IN WITNESS WHEREOF**, the COUNTY and DEVELOPER have executed
2 this Agreement as of the date first above written.

3
4 COUNTY:
5 COUNTY OF RIVERSIDE

DEVELOPER:
SHEFFIELD FORECLOSURE
RENOVATION, INC.

6
7
8 By: *Bob Buster*
9 BOB BUSTER
Chairman, Board of Supervisors

By: _____
EDWIN M. HUPP, JR
President

10
11 APPROVED AS TO FORM:
12 PAMELA J. WALLS
13 County Counsel

14 By: *Anita C. Willis*
15 Deputy, Anita C. Willis

16
17 ATTEST:
18 KECIA HARPER-IHEM
19 Clerk of the Board

20 By: *Kecia Harper-Ihem*
21 Deputy

22
23
24
25 **(Signatures on this page need to be notarized)**
26
27
28

1 **IN WITNESS WHEREOF**, the COUNTY and DEVELOPER have executed
2 this Agreement as of the date first above written.

3
4 COUNTY:
5 COUNTY OF RIVERSIDE

DEVELOPER:
SHEFFIELD FORECLOSURE
RENOVATION, INC.

6
7
8 By: _____
9 BOB BUSTER
Chairman, Board of Supervisors

By: _____
EDWIN M. HUPP, JR
President

10
11 APPROVED AS TO FORM:
12 PAMELA J. WALLS
County Counsel

13
14 By: _____
15 Deputy, Anita C. Willis

16
17 ATTEST:
18 KECIA HARPER-IHEM
Clerk of the Board

19
20 By: _____
21 Deputy

22
23
24
25 **(Signatures on this page need to be notarized)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

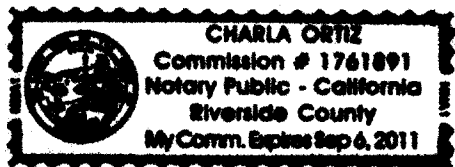
STATE OF CALIFORNIA }
COUNTY OF Riverside }

On 5/4/11, before me, Charla Ortiz, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Edwin M. Hupp, Jr.
Name(s) of Signer(s)

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 Charla Ortiz
Signature of Notary Public

Place Notary Seal Above

Exhibit A

DEVELOPER: Sheffield Foreclosure Renovation, Inc.

Address: 3400 Central Avenue, Suite 325, Riverside, CA 92506

Project Title: SHEFFIELD – PI

Project Description:

DEVELOPER will utilize up to \$300,000 in NSP funds for acquisition, rehabilitation and resale of vacant, foreclosed and bank-owned single-family homes to low-, moderate- and middle-income (“LMMI”) first-time homebuyers within designated Target Areas of the County of Riverside as defined in the COUNTY’s 2008-2009 One Year Action Plan and its amendments. Target Areas inside a city’s boundary will require a letter of support from the respective city. DEVELOPER has identified working with city support in the following NSP Target Areas: Cities of Canyon Lake, Lake Elsinore, Temecula and unincorporated areas of the County of Riverside.

NSP Assisted Units will be sold to qualified LMMI first-time homebuyers whose incomes do not exceed 120% of the area median income for the County. Qualified homebuyers must not have owned a home within the past 3 years and are required to attend an eight (8) hour home buyer counseling session certified by the United States Department of Housing and Urban Development (HUD). DEVELOPER will utilize NSP funds for acquisition, rehabilitation and disposal costs of properties for the Project. NSP Assisted Units shall be affordable for a period of at least 15 years from the transfer of title to qualified first-time homebuyers.

Eligible Properties (“Assisted Units”)

Any single-family home, condominium or town home that meets all of the following minimum criteria:

1. The home must be foreclosed or abandoned and bank-owned or real estate owned.
2. If the home was tenant occupied at the time of foreclosure the foreclosing entity must provide documentation showing that all tenant protection laws were adhered to. Also, prior to entering into an agreement the home must have been vacant for a period of at least 90 days prior to the Initial Notice and Offer form (Exhibit E).
3. The home must be permanently fixed to a permanent foundation.
4. Homes constructed after January 1, 2000 are preferred. Older dwellings are eligible if they are suitable for renovation and if rehabilitation costs are reasonable. However, all properties older than 50 years and must not be listed on, or eligible for listing on, the National Register of Historic Places and are subject to review by the California State Historic Preservation Office. Homes built prior to 1978 will require to be tested for lead.
5. The home must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and comply with Laws and Authorities of §58.5: Historic Preservation, Floodplain & Wetlands, Coastal Zone, Aquifers, Endangered Species, Rivers, Air, Farmlands, HUD Environmental Standards and Environmental Justice.
6. Single-Family homes with in-ground pools or spas are eligible for acquisition.

Target Areas

Assisted Units must reside inside areas of greatest need within the designated Target Areas of the County of Riverside as defined in the County’s 2008-2009 One Year Action Plan and its amendments. Target Areas inside a city’s boundary will require a letter of support from the respective city.

Maximum Purchase Price

The maximum purchase price shall not exceed the actual 95 percent of the area median sales price, or the FHA 203(b) limit, as updated and published regularly by HUD. In addition, the purchase price of property shall not exceed the appraised value of the property.

Resale Price Limitation

The Selling Price of each Assisted Unit shall not exceed (a) the fair market value or (b) the total costs to acquire, rehabilitate and dispose of each Assisted Unit pursuant to NSP.

Acquisition

1. All foreclosed homes participating in this program must meet or exceed the minimum one percent (1%) discount below the **Current Market Appraised Value (CMAV)**. The CMAV is the value of a foreclosed upon home that is established through an appraisal made in conformity with appraisal requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and its implementing regulations at 49 CFR 24.103 and completed within sixty (60) days prior to a final offer made for the property. At COUNTY's discretion and within NSP regulations of the NSP1 Federal Register Bridge Notice, COUNTY may modify the percentage discount requirement below the CMAV.
2. EDA will pay for appraisal costs as follows:
 - a) If the property's purchase price does not meet the minimum one percent (1%) discount below the Current Market Appraised Value, then EDA will only pay up to \$1,500 per property of which will be paid by EDA. Beyond that amount, DEVELOPER must pay for the cost of subsequent appraisals.
 - b) If the property's purchase price does meet or exceed the minimum one percent (1%) discount below the Current Market Appraised Value, then the cost of appraisal will be paid from the closing costs budget for the project.
3. Initial Notice and Offer. Upon receipt of a completed and signed Initial Notice and Offer form for each property in consideration, as provided in **Exhibit E**, or other similar forms approved by COUNTY, EDA will conduct an appraisal of the property through an independent fee contract appraiser ("Appraiser"). The Appraiser contracted by EDA will be State licensed or certified in accordance with Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). The initial purchase price, identified in the Initial Notice and Offer form, will be considered as the Initial Offer. Bulk purchases must identify purchase prices for each property.
4. Final Notice and Offer. The final purchase price must be at least one percent (1%) below the CMAV. Properties may be purchased in bulk, but the minimum one percent (1%) discount applies to each property, and not an overall discount.
 - a) If the Initial Offer does meet or exceed the minimum one percent (1%) discount, then the Seller and DEVELOPER ("Buyer") will be required to submit a Final Notice and Offer form, as provided in **Exhibit E**, or other similar forms approved by COUNTY. The Final Notice and Offer form must be received and dated within sixty (60) days of the completed EDA appraisal report. Failure to submit this in a timely manner will result in denial of the property.
 - b) If the Initial Offer does not meet the minimum one percent (1%) discount below CMAV, then the Buyer will be required to re-negotiate to meet the minimum one percent (1%) discount. If the Seller and Buyer could not reach an amicable agreement for the purchase price of the property, then the property by the Buyer will be denied and the cost of the appraisal will be paid for by EDA.

Project Sources and Uses of Funds:

Sources:

County of Riverside NSP Loan 10 months @ 0%	\$ 300,000
Total Sources	\$ 300,000

Uses:

Acquisition	\$200,000.00
Appraisals	\$800.00
Title and Escrow	\$.00
Rehabilitation Costs	\$50,000.00
Building Permits	\$.00
Interim Maintenance	\$.00
Insurance	\$.00
Marketing	\$2,500.00
Contingency	\$46,700.00
(Total Project Costs) Sub-Total	\$300,000.00
Real Estate Commission (up to 3% of resale prices)	\$.00
Developer Fee (10% of Total Project Costs)	\$.00
Total Uses	\$300,000

IMPLEMENTATION SCHEDULE

Milestone	Completion Date
1. NSP Loan Agreement executed	
2. Acquisition of Assisted Units completed*	(4 th month)
3. Marketing Plan Status and Outreach	
4. Rehabilitation of Assisted Units complete*	(7 th month)
5. Transfer of title to Qualified Homebuyer*	(10 th month)
6. Submission of Closing Documents	

* Section 26 – Performance Requirements

DOCUMENT SUBMISSION SCHEDULE

Documents	Due Date
1. NSP Activities Reporting and Project Photos	Monthly, due by the 15 th of each month
2. Liability and Certificate of Workers' Compensation Insurance for DEVELOPER and General Contractor	DEVELOPER – At the execution of this Agreement. GC – Before start of construction. Copies of Certificates must be filed and up-to-date throughout the course of the Project with the COUNTY additionally insured.
3. Minority & Women Business Enterprise Report – HUD form 2516, and Section 3 Reporting	Semi-Annually Sept 30th & March 31st Completion of Project
4. Notice of Completion	End of Construction
5. Certificate of Occupancy	End of Construction
6. Conditional/Unconditional Release for Final from GC, and if applicable, Sub-contractors	Close of Rehabilitation
7. Rehabilitation Completion Report	Close of Rehabilitation
8. Final Development Cost - Sources and Uses	Close of Rehabilitation
9. Qualified Homebuyer Selection Policy	Marketing Stage
10. Flyers, Community Contacts, Outreach, Press Releases, Grand Opening info	Marketing Stage
11. Updated Preliminary Title Report showing Transfer of title to Qualified Homebuyer	Close of Escrow

EXHIBIT B

Deed of Trust

EXEMPT RECORDING FEE CODE 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Riverside County
Economic Development Agency
3403 10th Street, Suite 500
Riverside, CA 92501
ATTN: Juan Garcia

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST is made on this _____ day of _____, 2010. The trustor is SHEFFIELD FORECLOSURE RENOVATION, INC., a Delaware for-profit corporation, ("Borrower" or "DEVELOPER"), and whose address is 320 W. G Street, Suite 103, Ontario, CA 91762. The trustee is RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY ("Trustee"). The lender is the COUNTY OF RIVERSIDE ("COUNTY" or "Lender"), a public agency, organized and existing under the laws of the State of California, and whose address is 3403 10th Street, Suite 500, Riverside, CA 92501.

Pursuant to the terms of the NSP Loan Agreement, dated _____, Borrower owes Lender the sum of _____ Dollars (U.S. \$) (the "NSP Loan") for acquisition, rehabilitation and disposition of the "Assisted Unit" at with Assessor Parcel Number _____, as legally described as follows:

<LEGAL DESCRIPTION>

This debt is evidenced by Borrower's Note dated _____ ("Note"). Capitalized terms not defined herein shall have the meaning ascribed to them in the NSP Loan Agreement.

The NSP Loan is evidenced by the Note and secured by this Deed of Trust ("Security Instrument"). The Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest as provided in the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest as provided in the Note, advanced under paragraph 8 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, all of Borrower's right, title and interest in and to the Assisted Unit located in Riverside County, California.

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey its fee and leasehold interest in the Property, as applicable, and the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to such encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal; Late Charges.** Borrower shall promptly pay when due the principal of on the debt evidenced by the Note and any late charges due under the Note.
2. **Taxes and Insurance.** Borrower shall pay at least ten (10) days before delinquency all taxes and assessments affecting said Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
 - a. Should Borrower fail to make any payment or to do any act herein provided, then Lender or Trustee, but without obligation so to do and upon written notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Lender or Trustee being authorized to enter upon said Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.
3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to amounts payable under paragraph 2; second, to interest due; third, to principal due; and last, to any late charges due under the Note.
4. **Prior Deeds of Trust; Charge; Liens.** The Borrower shall perform all of the Borrower's obligations under this Deed of Trust, including Borrower's covenants to make payments when due, subject to applicable cure periods. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold

payments or ground rents, if any, subject to applicable cure periods. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

- a) Except for the liens permitted by the Lender, Borrower shall promptly discharge any other lien which shall have attained priority over this Security Instrument unless Borrower: (1) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (2) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; (3) bond around the lien; or (4) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within thirty (30) days of the giving of notice.

5. Subordination. This Deed of Trust shall be recorded in first position. This Deed of Trust shall remain in a superior position over any other trust deed that may be issued to secure additional public and/or private financing for the Project.

6. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss of fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods as required in the NSP Loan Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 8.

- a) All insurance policies and renewals shall be with terms and amounts acceptable to Lender and shall include a standard mortgagee clause. All original policies of insurance required pursuant to the Lender Deeds of Trust shall be held by the Borrower; provided, however, Lender shall be named as a loss payee as its interest may appear and may be named as an additional insured. Borrower shall promptly give to Lender certificates of insurance showing the coverage is in full force and effect and that Lender is named as additional insured. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender. Lender may make proof of loss if not made promptly by the Borrower.

- b) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Borrower determines that such restoration or repair is economically feasible and there is no default continuing beyond the expiration of all applicable cure periods. If Borrower determines that such restoration or repair is not economically feasible or if a default exists after expiration of all applicable cure periods, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.
- c) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of Note. If under paragraph 23 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

7. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrowers use of Property for affordable housing. If this Security Instrument is on a leasehold, Borrower shall comply with all provisions of the lease. If

Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

- a) The Borrower acknowledges that this Property is subject to certain use and occupancy restrictions (which may be further evidenced by a separate agreement recorded in the land records where the Property is located), limiting the Property's use to low-, moderate- and middle-income (LMMI) households earning no more than one-hundred twenty percent (120%) of the median income within Riverside County. The use and occupancy restrictions may limit the Borrower's ability to sell the Property. The violation of any use and occupancy restrictions may, if not prohibited by federal law, entitle the Lender to the remedies provided in Section 23 hereof.

8. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then, subject to any applicable grace periods or cure periods, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument (including sums secured by the Senior Deeds of Trust), appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 8, Lender does not have to do so.

- a. Any amounts disbursed by Lender under this paragraph 8 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

9. Mortgage Insurance. (Not used)

10. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

- a. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Notwithstanding the foregoing, so long as the value of Lender's lien is not impaired, any condemnation proceeds may be used by Borrower for repair and/or restoration of the project.
- b. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.
- c. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Except in connection with any successor in interest approved by lender, extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

- 13. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18. Borrower's covenants and agreements shall be joint and several.
- 14. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be promptly refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 15. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower's mailing address stated herein or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice required to be given to a Senior Lien Holder shall be given by first class mail to any Senior Lien Holder at such address Senior Lien Holder designates by notice to the Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 16. Governing Law; Severability.** This Security Instrument shall be governed by laws of the State of California. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 17. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower.** Except for the sale of units in the Project, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent (including a transfer of all or any part of the Property to any person who, at initial occupancy of the Property, does not use the Property for LMMI households as described in Section 7(a)) Lender may, at its option, require immediate payment

in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

- a. If Lender exercises the foregoing option, Lender shall give Borrower prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- b. Notwithstanding Lender's right to invoke any remedies hereunder, as provided in Section 8 above, Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Borrower least 60 days' prior written notice.

19. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 18.

20. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 15 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be

made. The notice will also contain any other information required by applicable law.

21. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses, construction, and to maintenance of the Property.

- a. Borrower shall promptly given Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified in writing by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Prior to taking any such remedial action, however, the Borrower shall notify the Senior Lien Holders that such remedial action is necessary and shall obtain the Senior Lien Holders' prior written consent for such remedial action.
- b. As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the

Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured by the Borrower on or before the date specified in the notice, then Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Notwithstanding Lender's right to invoke any remedies hereunder, as provided in Section 8 above, the Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Borrower at least 60 days' prior written notice. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 23, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

- a. If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower, and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.
- b. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

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

(SIGNATURES ON NEXT PAGE)

BY SIGNING BELOW, the Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust.

Date: _____

BORROWER:

SHEFFIELD FORECLOSURE RENOVATION, INC.

By: _____
Edwin M. Hupp, Jr.
President

BORROWER SIGNATURE MUST BE NOTARIZED

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the Note or Notes secured by this Security Instrument (Deed of Trust). Said Promissory Note or Notes, together with all other indebtedness secured by this Security Instrument (Deed of Trust), have been paid in full. You are hereby directed to cancel said Promissory Note or Notes and this Security Instrument (Deed of Trust), which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: _____

EXHIBIT C
Promissory Note

PROMISSORY NOTE SECURED BY DEED OF TRUST \$ _____ **Riverside, CA**

In installments as hereafter stated, for value received, SHEFFIELD FORECLOSURE RENOVATION, INC., a Delaware for-profit corporation ("Borrower" or "DEVELOPER") promises to pay the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), or order, at 3403 10th Street, Suite 500, Riverside, CA 92501, the sum of _____ Dollars (U.S. \$ _____) (the "Property Loan"), at the rate of zero percent (0%) per annum, pursuant to the terms of the NSP Loan Agreement, dated _____, for acquisition, rehabilitation and disposition of the "Assisted Unit" at _____. Capitalized terms not defined herein shall have the meaning ascribed to them in the NSP Loan Agreement.

This Promissory Note shall provide the following:

The NSP Loan will accrue interest at a rate of zero percent (0%) per annum. The NSP Loan shall be due and payable on the earliest of: (a) the date the Assisted Unit is sold; or (b) an Event of Default by Borrower which has not been cured as provided for in the NSP Loan Agreement. Notwithstanding the above, it is intended that the full amount of the NSP Loan for the Assisted Unit will be reduced by the following:

- (a) Development Subsidy. The Development Subsidy is the amount of the NSP Loan minus the "Selling Price" of the Assisted Unit which is limited to (i) the fair market value or (ii) the total costs to acquire, rehabilitate and dispose the Assisted Unit;*
- (b) Homebuyer Subsidy. The Homebuyer Subsidy is the amount of the Selling Price minus the Qualified Homebuyer's home loan (the "Homebuyer Loan"). The Homebuyer Subsidy is limited to thirty percent (30%) of the Selling Price and capped for a maximum amount of \$75,000. The Homebuyer Subsidy is an amount assumed in the form of silent second mortgage assistance to Qualified Homebuyer; and*
- (c) Closing Costs. Closing Costs for the sale of the Assisted Unit to Qualified Homebuyer;*

The NSP Loan less Development Subsidy, Homebuyer Subsidy and Closing Costs shall be repaid to COUNTY upon the sale of the Assisted Unit. Upon the repayment of the NSP Loan, Borrower shall be released from its repayment obligations. At the time of the sale of the Assisted Unit to Qualified Homebuyer, COUNTY shall cause to be delivered to Borrower a partial reconveyance of the Deed of Trust from such Assisted Unit.

Upon transfer of title to the Qualified Homebuyer, a "Homebuyer Deed of Trust" shall be recorded to secure the Homebuyer Subsidy ("Second Mortgage Loan"), and to require its repayment if the Assisted Unit is no longer the principal residence and upon sale, rental, refinance, conveyance, transfer or change in title of the Assisted Unit prior to the expiration of the affordability period.

Sale, rental, refinance, conveyance, transfer or change in title of the Assisted Unit prior to the expiration of the affordability period will cause the shared equity in addition to the principal as provided in the Homebuyer Deed of Trust.

Pursuant to the NSP Loan Agreement, the term of the NSP Loan shall be twelve (12) months from the date of execution of the NSP Loan Agreement.

In any action commenced to enforce the obligation of the Borrower to pay principal and interest under the Note, the obligations hereunder shall be non-recourse to the Borrower and the judgment shall not be enforceable personally against the Borrower, Borrower's partners, or the Borrower's assets, and the recourse of the County for the collection of such amounts shall be limited to actions against the Property described in the Deed of Trust executed by the Borrower to secure the Note and the rents, profits, issues, products, and income from the Property.

Should default be made in payment of principal and interest when due and such default shall continue beyond the applicable notice and cure period provided in the Deed of Trust, the whole sum of principal and interest shall become immediately due at the option of the holder of this Note. Principal and interest are payable in lawful money of the United States. If action be instituted on this Note, the undersigned promises to pay such sums as the Court may fix as attorney's fees.

The Borrower shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the NSP Loan or the performance of the Borrower's obligations under the NSP documents. The sole recourse of the COUNTY with respect to payment of the principal of, or interest on, the NSP Loan, shall be to the Project. No money judgment (or execution on a money judgment) entered in any action (whether legal or equitable) on the NSP documents shall be enforced personally against the Borrower, but shall be enforced only against the Property and such other property as may from time to time be hypothecated in connection with the Borrower's obligations under the NSP documents. This non-recourse provision does not limit or impair the enforcement against all such security for the NSP Loan of all the rights and remedies of the COUNTY, nor does it impair the right of the COUNTY to assert the unpaid principal amount of the NSP Loan as a demand for money within the meaning of California Code of Civil Procedure Section 431.70 or any successor provision. In addition, this non-recourse provision does not relieve the Borrower of personal liability for damage to or loss suffered by the COUNTY as a result of any of the following (i) fraud or willful misrepresentation; (ii) any misappropriation of rental proceeds resulting in the failure to pay taxes, assessments, or other charges that could create statutory liens on the Property and that are payable or applicable prior to any foreclosure under the Deed of Trust; (iii) the fair market value of any personal property of fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; (iv) the misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss, or destruction to any portion of the Property (to the extent of the misapplied proceeds or awards); and (v) any rental income or other income arising with respect to the Property received by the Borrower after the COUNTY has properly exercised its rights under the Deed of Trust to receive such income upon an Event of Default (as defined under the Deed of Trust).

(SIGNATURE ON NEXT PAGE)

BY SIGNING BELOW, the Borrower accepts and agrees to the terms contained in this Promissory Note.

Date: _____

BORROWER:

SHEFFIELD FORECLOSURE RENOVATION, INC.

By: _____
Edwin M. Hupp, Jr.
President

EXHIBIT D

**Amendment to Loan Agreement
for the Use of Neighborhood Stabilization Program Funds**

**_____ AMENDMENT TO LOAN AGREEMENT FOR THE USE OF
NEIGHBORHOOD STABILIZATION PROGRAM (NSP) FUNDS**

This _____ Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds ("Amendment") is made and entered into as of the _____ day of _____, 20__, by and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of California and _____ ("DEVELOPER"), a California nonprofit public benefit corporation. Capitalized terms not defined herein shall have the meaning ascribed to them in the Loan Agreement for the Use of Neighborhood Stabilization Program Funds ("NSP Loan Agreement") on _____.

WITNESSETH:

WHEREAS, pursuant to the NSP Loan Agreement, COUNTY agreed to lend up to <LOAN AMOUNT> Dollars (\$<LOAN AMOUNT>) in NSP funds (the "NSP Loan") to DEVELOPER for individual financing to acquire and rehabilitate approximately fifteen (15) vacant, foreclosed and bank-owned single-family properties ("Properties") and resale homes to qualified low-, moderate-, and middle-income (LMMI) first-time homebuyers in the County of Riverside; and

WHEREAS, DEVELOPER has acquired _____ () single-family properties and obligated approximately \$ _____ (_____ % of the NSP Loan) through recorded deeds of trust for the Project; and

WHEREAS, DEVELOPER has requested for an additional \$ _____ in NSP funds to purchase additional property for the same NSP activity of acquisition, rehabilitation and resale; and

WHEREAS, COUNTY will amend the NSP Loan Agreement and increase the NSP Loan from _____ Dollars (\$ _____) to _____ Dollars (\$ _____); and

WHEREAS, amending the NSP Loan Agreement will assist the COUNTY in fulfilling its requirements under the Neighborhood Stabilization Program.

NOW, THEREFORE, in consideration of the foregoing, and the

1 promises and mutual covenants and conditions hereinafter set forth, COUNTY and
2 DEVELOPER do hereby agree as follows:

- 3 1. The amount of the NSP Loan shall be modified and increased from
4 \$_____ to \$_____ in NSP funds.
- 5 2. All other terms and conditions of the NSP Loan Agreement shall remain
6 unmodified and in full force and effect.
- 7 3. This First Amendment may be signed by the different parties hereto in
8 counterparts, each of which shall be an original, but all of which together
9 shall constitute one and the same agreement.
- 10 4. The effective date of this First Amendment is the date the parties execute
11 this First Amendment. If the parties execute the First Amendment on more
12 than one date, then the last date the First Amendment is executed by a
13 party shall be the Effective Date.
- 14 5. The First Amendment is not binding until approved by the Assistant County
15 Executive Officer/EDA or designee subject to approval by County Counsel.

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1 **IN WITNESS WHEREOF**, the COUNTY and DEVELOPER have executed this
2 Amendment as of the date first above written.

3
4 COUNTY: DEVELOPER:
5 COUNTY OF RIVERSIDE <DEVELOPER NAME>,
6 a California

7
8 By: _____ By: _____
9 EMILIO RAMIREZ
Assistant Director, Housing

10
11 APPROVED AS TO FORM:
12 PAMELA J. WALLS
County Counsel

13
14 By: _____
15 ANITA WILLIS
Deputy

16
17
18
19
20
21 **(Signatures on this page need to be notarized)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

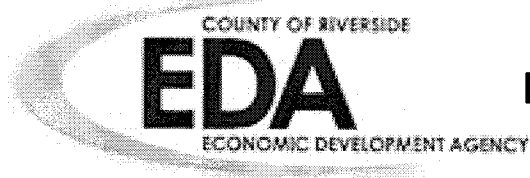
Signature of Notary Public

Place Notary Seal Above

EXHIBIT E

1. INITIAL NOTICE AND OFFER

2. FINAL NOTICE AND OFFER



INITIAL NOTICE AND OFFER

NSP 1

NSP 3

Informational Notice To Seller VOLUNTARY ACQUISITION OF FORECLOSED PROPERTY

Date	
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_____, (hereinafter referred to as "Buyer")

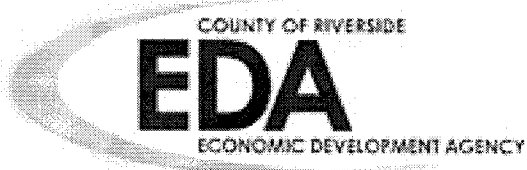
is interested in acquiring the property you own at:

_____(Address)

which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program (NSP) created by the Housing and Economic Recovery Act of 2008 to purchase foreclosed homes at a discount. The Buyer intends to apply and qualify for the Riverside County Economic Development Agency (EDA) NSP assistance. Acquisitions financed with NSP funds are subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).

Please be advised that the Buyer does not have the authority to acquire your property by eminent domain. In the event the Buyer cannot reach an amicable agreement for the purchase of your property, the proposed acquisition cannot be consummated under NSP and the application for the NSP assistance will be denied.

In accordance with the URA, owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance. A tenant-occupant who moves as a result of a voluntary acquisition for a federally-assisted project may be eligible for relocation assistance. Such displaced persons may include not only current lawful occupants, but also former tenants required to move for any reason other than an eviction for cause in accordance with applicable federal, state, and local law. If the property is currently tenant-occupied or a tenant lawfully occupied the property at the time foreclosure, we need to know immediately. Further, you should not order current occupant(s) to move, or fail to renew a lease, in order to sell the property to us as vacant.



INITIAL NOTICE

Under NSP, the Buyer is required to purchase the foreclosed and vacant property at a discount from its **Current Market Appraised Value (CMAV)**. Upon receipt of the **Initial Notice and Offer** form for the property in consideration, EDA, through an independent fee contract appraiser will conduct an appraisal of the property. The appraisal must be completed meeting the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and its implementing regulations at 49 CFR Part 24. The contract fee appraiser contracted by EDA must be State licensed or certified in accordance with Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). The initial purchase price submitted at the time the **Initial Notice and Offer** form is received by EDA will be considered as the **Initial Offer**. The final purchase price must be at least one percent (1%) below the appraised value. If the Initial Offer meets the one percent (1%) discount, Seller and Buyer will be required to submit a **Final Notice and Offer** form and the Initial Offer will be considered to be the **Final Offer**. The Final Notice and Offer form must be received and dated within sixty (60) days of the completed EDA appraisal report. Failure to submit this in a timely manner will result in denial of the NSP application. However, if the Initial Offer falls short of the one percent (1%) discount, the Buyer will be required to re-negotiate a minimum 1% discount. If the Seller and Buyer could not reach an amicable agreement for the purchase price of the property, the NSP application by the Buyer will be denied and the cost of the appraisal will be absorbed by EDA.

INITIAL OFFER

Initial Purchase Price Negotiated by Buyer and Seller: \$ _____

- By signing below, both Buyer and Seller/Listing Agent acknowledge that they have read and understand:
- (1) the Voluntary Acquisition of Foreclosed Property;
 - (2) the purchase price discount requirements of the transaction;
 - (3) Buyer's Initial Offer is contingent and subject to the discount requirement of the Neighborhood Stabilization Program and the Current Market Appraised Value.
 - (4) Seller and/or Listing Agent acknowledge and certify one of the following (**one box must be marked**):
 - Property was vacant at time of foreclosure; or
 - Property was occupied by former mortgagor at time of foreclosure (supporting documentation must be submitted to support this); or
 - Property was occupied by a bona fide tenant without a lease or with a lease terminable at will under state law at time of foreclosure and certify that the tenant was given 90 days notice as required by law before being asked to vacate the property (supporting documentation must be submitted to support this); or
 - Property was occupied by a bona fide tenant with a lease in effect on or before the date of the foreclosure, the Seller allowed the bona fide tenant to remain to the end of the lease term and provided a minimum 90 days notice to vacate, periods may overlap, but cannot be less than 90 days (supporting documentation must be submitted to support this).

Signature of Seller	Date	Signature of Buyer	Date
Print Name		Print Name	
Signature of Seller	Date	Signature of Buyer	Date
Print Name		Print Name	

EXHIBIT F

RIVERSIDE COUNTY

ECONOMIC DEVELOPMENT AGENCY

SECTION 3

24 CFR PART 135

ECONOMIC OPPORTUNITIES FOR

LOW-AND VERY LOW-INCOME PERSONS

CONTRACT REQUIREMENTS

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

I. Section 135.1 Purpose

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 135.30 Numerical Goals for Meeting the Greatest Extent Feasible Requirement

A. GENERAL

- (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth in this Section for providing training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (2) The goals established in this section apply to the entire amount of the Section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY) commencing with the first FY following the effective date of this rule - (October 1, 1994).
- (3) For Recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (4) The numerical goals established in this Section represent minimum numerical goals.

B. TRAINING AND EMPLOYMENT

The numerical goals set forth in this Section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ Section 3 residents, to the greatest extent feasible, should be made at all levels.

Recipients of section 3 covered community development assistance, and their contractors and subcontractors may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995 (October 1, 1994 to September 30, 1995),
- (ii) 20 percent of the aggregate number of the new hires for the one year period beginning in FY 1996 (October 1, 1995 to September 1996); and
- (iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter (October 1, 1996 and thereafter).

C. CONTRACTS

Numerical goals set forth in this Section apply to contracts awarded in connection with all Section 3 covered project and Section 3 covered activities. Each recipient and contractor and subcontractor may demonstrate compliance with the requirements of this part by committing to award to Section 3 Business Concerns:

- (1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

D. SAFE HARBOR AND COMPLIANCE DETERMINATIONS

- (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the Section 3 preference requirements.
- (2) In evaluating compliance, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in Sec. 135.40, which were provided in its efforts to comply with Section 3 and the requirement of this part.

III. **SECTION 135.34 Preference for Section 3 Residents in Training and Employment Opportunities.**

A. Order of providing preference. Recipients, contractors, and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in this section.

- (1) Housing and community development programs. In housing and community development programs, priority consideration shall be given, where feasible, to:
 - (i) Section 3 residents residing in the Riverside or San Bernardino County (collectively, referred to as category 1 residents); and
 - (ii) Participants in HUD Youth build programs (category 2 residents).
 - (iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the Riverside or San Bernardino County shall be given the highest priority;

B. Eligibility for Preference: A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Sec. 135.5 (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

C. Eligibility for employment: Nothing in this part shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

IV SECTION 135.36 Preference for Section 3 Business Concerns in Contracting Opportunities.

- A. Order of Providing Preference: Recipients, contractors and subcontractors shall direct their efforts to award Section 3 covered contract, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in this section.
- (1) Housing and community development programs. In housing and community development programs, priority consideration shall be given, where feasible, to:
- (i) Section 3 business concerns that provide economic opportunities for section 3 residents in the Riverside or San Bernardino County (category 1 businesses); and
 - (ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
 - (iii) Other section 3 business concerns.
- B. Eligibility for Preference: A Business Concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested, that the Business Concern is a Section 3 Business Concern as defined in Section 135.5.
- C. Ability to Complete Contract: A Section 3 Business Concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36 (b) (8)). This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

SECTION 135.38 Section 3 Clause.

All section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the

labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 35 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

VI. SECTION 135.40 Providing Other Economic Opportunities

- A. General. In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3 covered assistance.
- B. Other training and employment related opportunities. Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring Section 3 residents in management and maintenance positions within other housing developments; and hiring Section 3 residents in part-time positions.
- C. Other business related economic opportunities:
 - (1) A recipient or contractor may provide economic opportunities to establish stabilize or expand Section 3 Business Concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 Joint Ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from Public Housing Agency resident-

owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-Section 3 businesses to utilize such methods to provide other economics opportunities to low-income persons.

- (2) A Section 3 Joint Venture means an association of Business Concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the Business Concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:
- (i) Is responsible for clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
 - (ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

VII. SECTION 135.5 Definitions.

As used in this part:

Applicant means any entity which makes an application for Section 3 covered assistance and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, owner, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contract. See the definition of "Section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a section 3 covered project.

Department or HUD means the Department of Housing and Urban Development, including its Field Offices to which authority has been delegated to perform functions under this part.

Employment opportunities generated by Section 3 covered assistance means (with respect to Section 3 covered housing and community development assistance), this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3(a) (2)), including management and administrative jobs connected with the Section 3 covered project. Management and administrative jobs, include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youth build Programs means programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low and very low-income families.

Low income person. See the definition of "Section 3 Resident" in this section.

New hires mean full-time employees for permanent, temporary, or seasonal employment opportunities.

Public Housing resident has the meaning given this term in 24 CFR Part 963.

Recipient means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit or local government, PHA, Indian Housing Authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, owner, PARTICIPANT, developer, limited dividend sponsor, builder, property manager, community development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Secretary means the Secretary of Housing and Urban Development.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)

Section 3 Business Concern means a business concern, as defined in this Section:

- (1) That is 51 percent or more owned by Section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in Sections (1) or (2) in this definition of "Section 3 Business Concern"

Section 3 Clause means the contract provisions set forth in Sec. 135.38.

Section 3 covered activity means any activity which is funded by Section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means:

- (1) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - (ii) Housing construction; or
 - (iii) Other public construction project (which includes other buildings or improvements regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the San Bernardino or Riverside County, and who is:
 - (i) A low income person, is defined as families whose incomes do not exceed 80 percent of the median income for the Riverside and San Bernardino Counties, as determined by the Secretary, with adjustments for smaller and larger families.
 - (ii) A very low income person, is defined as families whose incomes do not exceed 50 percent of the median income for the Riverside and San Bernardino Counties, as determined by the Secretary, with adjustments for smaller and larger families.
 - (iii) A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low income person. See the definition of "Section 3 resident" in this section.

Exhibit F

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

CONTRACTOR CERTIFICATION

REGARDING STATUS AS A SECTION 3 BUSINESS CONCERN

I, _____, hereby certify that the business
(print name and title)

known as _____
(print business name)

_____ is not a Section 3 business. (Please complete the bottom section.)

_____ is a Section 3 business **because** (check one of the following:)

_____ 51 percent or more is owned by Section 3 residents; or

_____ 30 percent of the permanent full-time employees are currently Section 3 residents or were Section 3 residents when first hired (if within the past three years); or

_____ The business commits in writing to subcontract over 25 percent of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of Sections 1 and 2 of this definition;

AND

The business was formed in accordance with state law and is licensed under state, county, or municipal law to engage in the business activity for which it was formed.

A Section 3 Resident is a person living in San Bernardino or Riverside County who is a Public Housing resident or who is low income.

Low-Income Persons mean families (including single persons) whose income does not exceed 80 percent of the median income, as adjusted by HUD, for Riverside and San Bernardino Counties.

Signature _____
Date _____

Project _____
\$ _____

Effective 05/2010

Persons in Household	1	2	3	4	5	6	7	8
Low Income Family (80% Area Median Income)	\$36,400	\$41,600	\$46,800	\$52,000	\$56,200	\$60,350	\$64,500	\$68,650

A new hire is qualified as a Section 3 resident if he/she resides in Riverside or San Bernardino County and his/her total family income is less than the family income shown above for his/her household size.

Prohibition Against Conflicts of Interest

EXHIBIT G

§ 92.356 Conflict of interest.

(a) Applicability. In the procurement of property and services by participating jurisdictions, State recipients, and sub-recipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

(b) Conflicts prohibited. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with NSP funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a NSP assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY, State recipient, or sub-recipient which are receiving NSP funds.

(d) Exceptions: Threshold requirements. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the NSP Investment Partnerships Program and the effective and efficient administration of the COUNTY's program or project. An exception may be considered only after the recipient has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(e) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d) of this section, HUD shall consider the cumulative effect of the following factors, where applicable:

(2) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(3) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(4) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

- (5) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;
- (6) Whether undue hardship will result either to the COUNTY or the person affected when weighed against the public interest served by avoiding the prohibited conflict;
- (7) Any other relevant considerations.

Owners/Participants and Developers.

- (1) No owner, developer, or sponsor of a project assisted with NSP funds (or officer, employee, agent or consultant of the owner, developer, or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a NSP assisted affordable housing unit in a project. This provision does not apply to an individual who receives NSP funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.
- (2) Exceptions. Upon written request of owner or developer, the COUNTY may grant an exception to the provisions of paragraph (f)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purpose of the NSP program and the effective and efficient administration of the owner's or developer's NSP assisted project. In determining whether to grant a requested exception, the COUNTY shall consider the following factors:
 - (i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - (ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;
 - (iii) Whether the tenant protection requirements of § 92.253 are being observed;
 - (iv) Whether the affirmative marketing requirements of § 92.351 are being observed and followed; and
 - (v) Any other factor relevant to the COUNTY's determination, including the timing of the requested exception.

TOPIC:

CONFLICT OF INTEREST CODED
RIVERSIDE COUNTY
ECONOMIC DEVELOPMENT AGENCY

DATE: MARCH 1999

This Conflict of Interest Code is written to comply with Federal Regulations (24 CFR Part 85). These Regulations. "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" require that grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

- 1) No employee, officer, or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
 - i) The employee, officer or agent;
 - ii) Any member of the immediate family;
 - iii) His/Her partners; or
 - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- 3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.
- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
 - i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
 - ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
 - iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
 - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
 - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.
- 5) For purposes of Section 4, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.

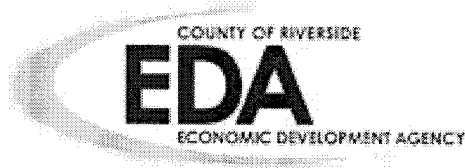


Exhibit H **Contractor Debarment Certification Form**

Excluded Parties Lists System (EPLS)

The purpose of EPLS is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.

The EPLS was established to ensure that agencies solicit offers from, award contracts, grants, or financial or non-financial assistance and benefits to, and consent to subcontracts with responsible contractors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in an affected program.

Please complete the following verification process for each contractor:

- STEP 1: Visit <https://www.epls.gov/epls/search.do>
- STEP 2: For "Name Search Type" select "Individual (Basic)". Leave field blank.
- STEP 3: For "Classification" select "ALL"
- STEP 4: For "Exclusion Type" select "ALL"
- STEP 5: For "U.S. State" select "CA – CALIFORNIA"
- STEP 6: For "Country" select "USA – UNITED STATES"
- STEP 7: Click Search.
- STEP 8: Search name of contractor (individual last name or firm).
- STEP 9: Scroll and locate the names of contractor before and after subject contractor.
- STEP 10: Print Screen and attach to this certification as supporting documentation.

By signing below Developer, _____, has verified the contractor known as, _____, was not listed in the Excluded Parties Lists System as of _____.

X _____

