

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



**ITEM: 3.25  
(ID # 23100)**

**MEETING DATE:**  
Tuesday, November 28, 2023

**FROM :** HOUSING AND WORKFORCE SOLUTIONS:


**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve Amendment No. 1 to the Loan Agreement for the Use of American Rescue Plan Act ("ARPA") Program Funds with Sigma Beta Xi Inc. for the Moreno Valley Youth Village, and all Attachments Thereto, and Authorize the Chair to Execute Amendment No. 1 to the ARPA Loan Agreement, Amendment No. 1 to Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents), and Amended and Restated Promissory Note, Project Located in the City of Moreno Valley; District 5. [\$0 - 100% Federal ARPA Funds]; Nothing Further Required Pursuant to CEQA

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

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) because these actions are exempt under CEQA as detailed in the Notice of Exemption approved by the Board of Supervisors on April 12, 2022 (Minute Order 3.11) and there is no significant change to project;

Continued on Page 2

**ACTION:Policy**

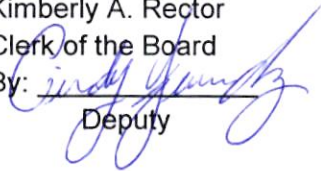
  
Heidi Marshall, Director 11/8/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington and Perez and Gutierrez  
Nays: None  
Absent: None  
Date: November 28, 2023  
xc: HWS

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

2. Approve the attached Amendment No. 1 to the Loan Agreement for the Use of ARPA Program Funds to extend term of completion and change the scope of project between the County of Riverside and Sigma Beta Xi Inc. for the Moreno Valley Youth Village;
3. Approve the attached Amendment No. 1 to Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents), Amended and Restated Promissory Note;
4. Authorize the Chair of the Board to execute Amendment No. 1 to ARPA Loan Agreement, Amendment No. 1 to Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents), Amended and Restated Promissory Note, and
5. Authorize the Director of the HWS, or designee, to take all necessary steps to implement Amendment No. 1 to the ARPA Loan Agreement. Amendment No. 1 to Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents), Amended and Restated Promissory Note, including but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> American Rescue Plan Act Funds (100%)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24 – 24/25	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On April 12, 2022, the Board of Supervisors approved a loan agreement for \$3,914,633 in American Rescue Plan Act (ARPA) Funds (ARPA Loan) with Sigma Beta Xi, Inc., a California nonprofit public benefit corporation (“Developer” or “SBX”), for the Moreno Valley Youth Village project for Transition Age Youth (TAY) and families with children (the “Project”). The ARPA Loan would pay the cost of acquisition, construction, development and renovation to a 3.79-acre property comprised of five (5) contiguous parcels with existing single family residences and buildings.

The campus is a Permanent Supportive Housing community development project with street addresses of 16641, 16659, and 16675 Perris Boulevard in the City of Moreno Valley, Riverside County, CA 92553, and further identified by Assessor Parcel Numbers 316-110-010, 316-110-025, 316-110-026, 316-110-027, 316-110-028 (collectively, the “Property”).

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Developer proposed to use ARPA Loan funds to acquire the Property, finance the conversion of existing structures, and construct new units on site, all with the goal to provide single room occupancy housing and services.

The project scope originally included the conversion of two (2) existing single-family homes into eight (8) Single Room Occupancy (SRO) units, and the conversion of a third existing single family home to be dedicated to resident services. An accessory dwelling unit (ADU) was planned as space for an onsite manager's unit and an existing metal shed was to be converted into a youth technology lab.

The use and occupancy of the units of the Project will be restricted for a period of 55 years.

All the tenants of the Project will have access to accessible bathrooms, living space area, and kitchens. Each kitchen includes a sink, refrigerator, storage, and range/oven combination. Other features include refinished cabinets, laundry appliance, patio, home and site security system, as well as on-site office for residential staff serving as TAY operator. On-site services include housing and social services coordination, youth-focused mentorship, vocational training and overall comprehensive support. The technology center will be available to the youth in the community to utilize as well as residents. Job training services will include pre-apprenticeship programs and soft skills development to promote self-sufficiency.

Proposed changes to the Project scope and schedule will be completed within the existing ARPA Loan amount, and extra costs required beyond the Agreement amount, if any, will be covered by SBX.

**Proposed Amendments to the ARPA Loan Agreement:**

1) Extend completion date:

The Project experienced delays during the permitting process and as such, developer has requested an amendment to extend the completion date to February 2024 for Renovations (Phase I) and extend the completion date to December 2024 for Sewer, ADU, and Junior Accessory Dwelling Unit (JADU) (Phase II).

2) Modify Scope of Project:

City development standards required Developer to modify scope of work for planning approvals and construction permitting. In lieu of converting an existing metal shed to a youth technology laboratory, the ADU originally intended for an on-site manager's residence at the 16675 Perris Boulevard property will now be repurposed for use as a supportive services and youth technology laboratory. To accommodate the on-site manager's residence, the project scope was modified to include the construction of a JADU garage conversion at 16675 Perris Boulevard.

3) Change in terminology:



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To meet transitional and supportive housing permitting and zoning requirements, there will be a change in the definition of units from Single Room Occupancy (SRO) to Permanent Supportive Housing (PSH) units as contained in section 19 – Rent restrictions of ARPA Loan Agreement.

Staff recommends that the Board approve the attached Amendment No. 1 to the Loan Agreement for the Use of ARPA Program Funds, Amended and Restated Promissory Note, Amendment No. 1 to Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents).

**Environmental Analysis**

There is no significant change to the Project. Entering into this Amendment No. 1 to Loan Agreement for the Use of ARPA Program Funds and supporting documents will not result in any new significant environmental effects; the actions will not substantially increase the severity of the environmental effects. The only modification to existing project is to convert an existing garage to a JADU. Actions pursuant to this Project are exempt under CEQA as detailed in the Notice of Exemption approved by the Board of Supervisors on April 12, 2022 (Minute Order 3.11). Therefore, no further analysis is required under CEQA.

**Impact on Citizens and Businesses**

The renovation of the property at 16641, 16659, and 16675 Perris Boulevard, will have a positive impact on residents and businesses as it will provide needed permanent supportive housing to homeless, at-risk of homelessness, and chronically homeless youth and families with children. The project is also expected to create jobs in construction, property maintenance, property management, and supportive services related careers.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

<b>Sources</b>	
County ARPA Loan	\$ 3,914,633
<b>Total</b>	<b>\$ 3,914,633</b>

Draws have been made from the ARPA funds beginning in fiscal year 2022/2023 for acquisition and through August 31, 2023 for other project costs. To date, the balance of remaining available funds is \$1,372,453.09 which can be drawn through fiscal year 2024/2025. No impact upon the County's General Fund; the County's contribution to the Project will be fully funded with ARPA funds allocated from the Coronavirus State and Local Fiscal Recover Funds ("SLFRF" or "ARPA Funds") and the U.S. Department of Treasury.

**Attachments:**

- Amendment No. 1 to the Loan Agreement for the Use of ARPA Program Funds, including all exhibits



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- Amended and Restated Promissory Note, Amendment No. 1 to Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents)
- Site Map

  
Brianna Lontajo, Principal Management Analyst 11/20/2023

  
Aaron Gettis, Deputy County Counsel 11/11/2023

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

County of Riverside  
Housing and Workforce Solutions  
3403 Tenth Street, Suite 300  
Riverside, CA 92501  
Attn: Juan Garcia

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENT TO DEED OF TRUST,  
SECURITY AGREEMENT AND FIXTURE FILING  
(WITH ASSIGNMENT OF RENTS)  
ARPA Loan Funds**

This FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS ("First Amendment to Deed of Trust") is made and entered into as of this 28 day of NOVEMBER, 2023, by SIGMA BETA XI INC., a California nonprofit public benefit corporation (hereinafter referred to as "Trustor"), whose address is 14340 Elsworth Street, Suite B104, Moreno Valley, CA 92553, Attention: Darrell Peeden. The trustee is Housing and Workforce Solutions ("Trustee"). The beneficiary is the County of Riverside, a political subdivision of the State of California, (hereinafter called "Beneficiary"), whose address is 3403 Tenth Street, Suite #300, Riverside, CA 92501.

- A. Trustor executed that certain Deed of Trust, Security Agreement and Fixture Filing with Assignment of Rents (the "Deed of Trust"), dated as of April 20, 2022, securing Trustor's obligations pursuant to that certain "Promissory Note" in the original principal sum of Three Million Nine Hundred Fourteen Thousand Six Hundred Thirty Three Dollars (\$3,914,633.00).
- B. The Deed of Trust was recorded in the official records of Riverside County on April 29, 2022, as Document No. 2022-0201634.
- C. Capitalized terms not defined herein shall have the meaning ascribed to them in the Deed of Trust.
- D. The parties have executed a First Amendment to Loan Agreement for the Use of ARPA Funds ("First Amendment") and an Amended and Restated Promissory Note ("Note Amendment"), each of even date herewith, which extends term of the loan, change in scope and confirm a change from Single Room Occupancy ("SRO") units to Permanent Supportive Housing ("PSH") units to the ARPA Loan.

NOW, THEREFORE, the Deed of Trust is hereby amended as follows:

1. Secured Amount Unaffected. The amount of the ARPA Loan, as set forth in the first paragraph of the Note Amendment, is hereby unchanged from \$3,914,633.00 in ARPA Loan funds (the "Amended ARPA Loan" or "Amended Note Amount").

2. All references to the ARPA Loan funds in the amount of \$3,914,633.00 in the Deed of Trust are unaffected in their entirety.
3. Remaining Terms Unaffected. Except as expressly provided herein, nothing in this First Amendment to Deed of Trust shall be deemed to waive or modify any of the other provisions of the Deed of Trust. In the event of any conflict between this First Amendment to Deed of Trust and the Deed of Trust, the terms of this First Amendment to Deed of Trust shall prevail.

[REMAINDER OF PAGE INTENTIONALLY BLANK]


[SIGNATURES ON FOLLOWING PAGE]



**BY SIGNING BELOW, TRUSTOR accepts and agrees to the terms and covenants contained in this First Amendment to Deed of Trust.**

TRUSTOR:

SIGMA BETA XI INC,  
a California nonprofit public benefit corporation

By:   
\_\_\_\_\_  
Darrell Peeden  
Its: Chief Executive Officer

Date: 11/9/23

**(TRUSTOR signature needs to be notarized)**

(SIGNATURES CONTINUE ON NEXT PAGE)

## ACKNOWLEDGMENT

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

State of California  
County of Riverside )

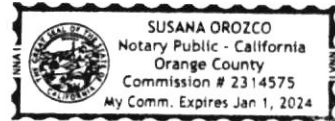
On November 9, 2023 before me, Susana Orozco, Notary Public  
(insert name and title of the officer)

personally appeared Darell Alan Peedern,  
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 Susana Orozco (Seal)



AGREED AND ACCEPTED BY LENDER:


COUNTY OF RIVERSIDE

By:   
Kevin Jeffries, Chair, Board of Supervisors

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
By:   
DEPUTY

APPROVED AS TO FORM:

MINH C. TRAN  
COUNTY COUNSEL

By:   
Paula S. Salcido  
Deputy County Counsel



**<CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENTS>**

## **EXHIBIT "B-1"**

### LEGAL DESCRIPTION OF PROPERTY

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

PARCEL ONE: (APN: 316-110-010)

THAT PORTION OF LOT 24, BLOCK 2 OF RIVERSIDE ALFALFA ACRES, AS SHOWN BY MAP ON FILE IN BOOK 8 PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 10' EAST ON THE EAST LINE OF SAID LOT, 300 FEET; THENCE SOUTH 89 DEGREES 40' WEST, AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 225 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 10' WEST AND PARALLEL WITH THE EAST LINE OF SAID LOT, 300 FEET TO A POINT IN THE NORTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 40' WEST ON THE NORTH LINE OF SAID LOT, 300 FEET; THENCE SOUTH 00 DEGREES 10' WEST AND PARALLEL WITH THE EAST LINE OF SAID LOT, 300 FEET; THENCE NORTH 89 DEGREES 40' EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 300 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWO: (APN: 316-110-025)

THAT PORTION OF LOT 24 IN BLOCK 2 OF RIVERSIDE ALFALFA ACRES, AS SHOWN BY MAP ON FILE IN BOOK 8 PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 10' EAST, 300 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 40' WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 525 FEET; THENCE SOUTH 00 DEGREES 10' EAST AND PARALLEL WITH THE EAST LINE OF SAID LOT, 30 FEET; THENCE NORTH 89 DEGREES 40' EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 525 FEET TO A POINT IN THE EAST LINE OF SAID LOT; THENCE NORTH 00 DEGREES 10' WEST ON THE EAST LINE OF SAID LOT, 30 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE: (APN: 316-110-026)

THAT PORTION OF LOT 24, BLOCK 2 RIVERSIDE ALFALFA ACRES, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS, PAGE 21, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00° 10' EAST, ON THE EAST LINE OF SAID LOT, 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 10' EAST, ON SAID EAST LINE, 100 FEET; THENCE SOUTH 89° 40' WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT, 225 FEET; THENCE NORTH 00° 10' WEST, PARALLEL WITH THE EAST LINE OF SAID LOT, 100 FEET; THENCE NORTH 89° 40' EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT, 225 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR (APN: 316-110-027)

ALL THAT PORTION OF LOT 24, BLOCK 2 OF RIVERSIDE ALFALFA ACRES, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE(S) 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT;  
THENCE SOUTH 0° 10' EAST, ON THE EAST LINE OF SAID LOT, 100 FEET;  
THENCE SOUTH 90° 40' WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT, 225 FEET;  
THENCE NORTH 0° 10' WEST PARALLEL WITH THE EAST LINE OF SAID LOT, 100 FEET TO THE NORTH  
LINE OF SAID LOT;  
THENCE NORTH 89° 40' EAST, ON THE NORTH LINE OF SAID LOT, 225 FEET TO THE POINT OF  
BEGINNING.

PARCEL FIVE (APN: 316-110-028)

PARCEL A

THAT PORTION OF LOT 24, BLOCK 2 OF RIVERSIDE ALFALFA ACRES, IN THE CITY OF MORENO VALLEY,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 21 OF  
MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 24;  
THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST 200.00 FEET ON THE EAST LINE OF SAID  
LOT TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST 100 FEET, CONTINUING ON SAID EAST  
LINE; THENCE SOUTH 89 DEGREES 40 MINUTES 00 SECONDS WEST, 225.00 FEET PARALLEL WITH THE  
NORTH LINE OF SAID LOT; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST, 100.00 FEET  
PARALLEL WITH THE EAST LINE OF SAID LOT;  
THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS EAST, 225.00 FEET PARALLEL WITH THE  
NORTH LINE OF SAID LOT TO THE POINT OF BEGINNING.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF LOT 24 IN BLOCK 2 OF RIVERSIDE  
ALFALFA ACRES, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE  
COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT;  
THENCE SOUTH 00 DEGREES 10 MINUTES EAST 300.00 FEET ON THE EAST LINE THEREOF TO THE  
TRUE POINT OF BEGINNING;  
THENCE SOUTH 89 DEGREES 40 MINUTES WEST, 225.00 FEET, PARALLEL WITH THE NORTH LINE OF  
SAID LOT; THENCE SOUTH 00 DEGREES 10 MINUTES EAST, 30.00 FEET PARALLEL TO THE EAST LINE  
OF SAID LOT; THENCE NORTH 89 DEGREES 40 MINUTES EAST, 225.00 FEET PARALLEL WITH THE  
NORTH LINE OF SAID LOT TO THE EAST LINE THEREOF;  
THENCE NORTH 00 DEGREES 10 MINUTES WEST 30.00 FEET ON THE SAID EAST LINE TO THE POINT  
OF BEGINNING.



1 NO FEE FOR RECORDING PURSUANT  
2 TO GOVERNMENT CODE SECTION 27383

3 Order No.  
4 Escrow No.  
5 Loan No.

6 RECORDING REQUESTED BY AND  
7 WHEN RECORDED MAIL TO:

8 County of Riverside  
9 Housing and Workforce Solutions  
10 3403 Tenth Street, Suite 300  
11 Riverside, CA 92501  
12 Attn: Juan Garcia

13 SPACE ABOVE THIS LINE FOR RECORDERS USE

14 **AMENDMENT NO. 1 TO THE LOAN AGREEMENT**  
15 **FOR THE USE OF ARPA FUNDS**  
16 **(16641, 16659, and 16675 Perris Boulevard, Moreno Valley, CA)**

17 This AMENDMENT NO. 1 TO LOAN AGREEMENT FOR THE USE OF  
18 ARPA FUNDS ("Amendment No. 1") is made and entered into this 28<sup>th</sup> day of November,  
19 2023 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of  
20 California ("COUNTY" or "County"), and SIGMA BETA XI INC., a California nonprofit  
21 public benefit corporation ("BORROWER"). The COUNTY and BORROWER may be  
22 individually referred to herein as a "Party" and collectively as the "Parties."

23 RECITALS:

24 WHEREAS, COUNTY and BORROWER entered into that certain LOAN  
25 AGREEMENT FOR THE USE OF ARPA FUNDS dated April 20, 2022 ("ARPA Loan  
26 Agreement") and recorded on April 29, 2022 as Instrument No. 2022-0201634 in the Official  
27 Records of Riverside County ("Office Records"); and

28 WHEREAS, capitalized terms not defined herein shall have the meaning  
ascribed to them in the ARPA Loan Agreement; and

WHEREAS, pursuant to the ARPA Loan Agreement, COUNTY agreed to lend  
up to Three Million Nine Hundred Fourteen Thousand Six Hundred Thirty Three Dollars  
(\$3,914,633.00) in ARPA funds to BORROWER ("ARPA Loan") to pay construction,

1 development and renovation costs to existing single family residences and buildings for the  
2 Moreno Valley Youth Village project for Transition Age Youth (“TAY”) and families with  
3 children in the City of Moreno Valley, as more fully described in Exhibit “A” of the ARPA  
4 Loan Agreement; and

5 WHEREAS, on April 12, 2022 (Minute Order 3.11), the Board of Supervisors  
6 authorized \$3,914,633.00 to fund the Moreno Valley Youth Village Project (the “Project”). All  
7 references to the ARPA Loan funds in the amount of \$3,914,633.00 are unaffected in their  
8 entirety; and

9 WHEREAS, pursuant to that extension of time provision in the ARPA Loan  
10 Agreement dated April, 12, 2022, the project completion date was extended from June 1, 2023  
11 to December 2024; and

12 WHEREAS, BORROWER has requested to extend the Project completion  
13 schedule date, change the scope of the Project, and change term from Single Room Occupancy  
14 (“SRO”) units to Permanent Supportive Housing (“PSH”) units to comply with ARPA  
15 regulations regarding rent restriction; and

16 WHEREAS, BORROWER and COUNTY now desire to amend the ARPA Loan  
17 Agreement to extend completion date for project to December 1, 2024 with up to two  
18 allowable extensions for total extension no greater than six (6) months; and

19 WHEREAS, BORROWER and COUNTY now desire to amend ARPA Loan  
20 Agreement to change the scope of the Project to add one (1) Junior Accessory Dwelling Unit  
21 as an onsite manager’s unit; and

22 WHEREAS, BORROWER and COUNTY now desire to amend ARPA Loan  
23 Agreement to confirm change in term usage from Single Room Occupancy (“SRO”) units to  
24 Permanent Supportive Housing (“PSH”) units of the Property to meet transitional and  
25 supportive housing permitting and zoning requirements; and

26 WHEREAS, BORROWER and COUNTY now desire to amend ARPA Loan  
27 Agreement by removing Exhibit “D” of ARPA Loan Agreement; and

28 WHEREAS, amending the ARPA Loan Agreement will assist the COUNTY to

1 fulfill its requirements under the ARPA;

2 NOW, THEREFORE, in consideration of the foregoing, and the promises and  
3 mutual covenants and conditions hereinafter set forth, COUNTY and BORROWER do hereby  
4 agree as follows:

5 1. Recitals. The recitals and attachments referenced above are hereby incorporated herein  
6 by this reference and adopted by all Parties to be true and correct. All capitalized terms  
7 not defined herein shall have the same meaning as set forth in the ARPA Loan  
8 Agreement.

9 2. Section 1 – Purpose of ARPA Loan Agreement.

10 Purpose of ARPA Loan Agreement shall be amended to modify scope of Project as  
11 outlined in and incorporated by the attached Amended Exhibit “A” to add Junior  
12 Accessory Dwelling Unit (“JADU”) as a garage conversion at 16675 Perris Boulevard,  
13 Moreno Valley, CA to be used as a residence for onsite manager’s unit for Program.

14 3. Section 8 – Completion Schedule of ARPA Loan Agreement.

15 Completion Schedule of ARPA Loan Agreement shall be deleted in its entirety and  
16 replaced with the following:

17 BORROWER shall proceed consistent with the Implementation Schedule set forth in  
18 Amended Exhibit “A-1” and as such schedule may be amended pursuant to Section 10 –  
19 Extension of Time, see below, and subject to Force Majeure Delays as defined in  
20 Section 9 of ARPA Loan Agreement.

21 4. Section 10 – Extension of Time of the ARPA Loan Agreement.

22 Extension of Time of ARPA Loan Agreement shall be deleted in its entirety and  
23 replaced with the following:

24 County may grant an extension to the Implementation Schedule for the purpose of  
25 completing BORROWER’s activities which cannot be completed as outlined in  
26 Amended Exhibit “A-1”. BORROWER shall request said extension in writing, stating  
27 the reasons therefore, which extension must be first approved in writing by the  
28 COUNTY in its reasonable discretion. The Director of HWS, or designee, may extend

1 all pending deadline in the Implementation Schedule on two (2) or fewer occasions, so  
2 long as the aggregate duration of such administrative time extensions is no greater than  
3 six (6) months. Every term, condition, covenant, and requirement of this Agreement  
4 shall continue in full force and effect during the period of any such extension.

5 5. Section 19 – Rent Restriction of the ARPA Loan Agreement.

6 Rent Restriction of ARPA Loan Agreement is hereby amended to conform with  
7 transitional and supportive housing permitting and zoning requirements to use term  
8 Permanent Supportive Housing (“PSH”) units in place of previously used of term  
9 Single room Occupancy (“SRO”) units. Section 19 – Rent Restriction shall be deleted in  
10 its entirety and replaced with the following:

11 Rents shall be calculated according to the California Department of Housing and  
12 Community Development rent limits as restricted to individuals as follows: ARPA funds  
13 will be used for the purpose of financing construction of up to twelve (12) Permanent  
14 Supportive Housing (“PSH”) units; a total of eight (8) PSH units will be restricted as  
15 ARPA assisted units for occupancy and rent by Transition Age Youth (“TAY”), foster  
16 care youth transitioning out of foster care, and families with children individuals whose  
17 incomes are at or below 30% of the area median income for the County of Riverside.  
18 The remaining four (4) PSH units will be made available to TAY, foster care youth  
19 transitioning out of foster care, and families with children at or below 30% of the area  
20 median income if the service provider allows the rooms at this building to be occupied.  
21 Rent including utilities shall not exceed 30% of the household income.

22 6. Section 48 – Conditional Commitment of the ARPA Loan Agreement.

23 Conditional Commitment of ARPA Loan Agreement shall be amended for consistency  
24 with amended Project Completion timeline. Section 48 – Conditional Commitment shall  
25 be deleted in its entirety and replaced with the following:

26 a. Acquisition. BORROWER must acquire the Property by June 1, 2022.

27 b. Completion. BORROWER must demonstrate that it is performing in accordance with  
28 the scheduled Completion Deadline.

c. Lease-Up. The Project must be ninety-percent (90%) leased-up no later than twenty-

1 four (24) months from the Effective date of this Agreement (the “**Completion**  
2 **Deadline**”). If BORROWER is unable to meet the condition as required by this **Section**  
3 **48** including Extension, then COUNTY and BORROWER mutually agree that this  
4 Agreement will self-terminate and any ARPA Loan funds disbursed to BORROWER to  
5 date shall be returned to COUNTY within thirty (30) calendar days of such termination.  
6 Upon such termination, this Agreement shall become null and void. COUNTY and  
7 BORROWER shall be released and discharged respectively from their obligations under  
8 this Agreement, except for those provisions which by their terms survive termination.  
9 All costs incurred by each party on the Project will be assumed respectively.

10 7. Exhibit D of the ARPA Loan Agreement.

11 Exhibit D of ARPA Loan Agreement shall be deleted in its entirety as compliance with  
12 regulation § 135.38, Section 3 Clause outlined in Exhibit D do not apply to ARPA  
13 funded projects.

14 8. Entire Understanding.

15 This Amendment No. 1 to the ARPA Loan Agreement when combined with the ARPA  
16 Loan Agreement set forth and contain the entire understanding and agreement of the  
17 Parties hereto. There are no oral or written representations, understandings, or ancillary  
18 covenants, undertakings or agreements, which are not contained or expressly referred to  
19 within this Amendment No. 1 to the ARPA Loan Agreement and ARPA Loan  
20 Agreement.

21 9. Amendments to Supporting Agreements.

22 No later than five (5) business days after the date of this Amendment No. 1 to ARPA  
23 Loan Agreement, the COUNTY and BORROWER shall execute First Amendment to  
24 Deed of Trust, Security Agreement and Fixture Filing (With Assignment of Rents), and  
25 Amended and Restated Promissory Note (ARPA Loan), attached hereto as Exhibits “B”  
26 and “C” respectively and incorporated by this reference.

27 10. Miscellaneous.

28 a. Each of the attachments and exhibits attached hereto are incorporated herein by this



1 reference.

- 2 b. All waivers of the provisions of this Amendment No. 1 to ARPA Loan Agreement  
3 must be in writing and signed by authorized representatives of the COUNTY and  
4 BORROWER.
- 5 c. Except as modified and amended by this Amendment No. 1 to the ARPA Loan  
6 Agreement all other terms and conditions of the ARPA Loan Agreement remain  
7 unmodified and in full force and effect.
- 8 d. This Amendment No. 1 to the ARPA Loan Agreement may be signed by the  
9 different Parties hereto in counterparts, each of which shall be an original but all of  
10 which together shall constitute one and the same agreement.
- 11 e. The effective date of this Amendment No. 1 to the ARPA Loan Agreement is the  
12 date the Parties execute this Amendment No. 1 to the ARPA Loan Agreement. If the  
13 Parties execute this Amendment No. 1 to the ARPA Loan Agreement on more than  
14 one date, then the last date this Amendment No. 1 to the ARPA Loan Agreement is  
15 executed by a arty shall be the effective date.
- 16 f. This Amendment No. 1 to the ARPA Loan Agreement is not binding until approved  
17 and authorized by the Board of Supervisors.
- 18
- 19

20 [REMAINDER OF PAGE INTENTIONALLY BLANK]

21  
22 [SIGNATURES ON FOLLOWING PAGE]  
23  
24  
25  
26  
27  
28


1 IN WITNESS WHEREOF, COUNTY and BORROWER have executed this Agreement as of  
2 the dates written below.

3  
4 COUNTY:

BORROWER:

5 County of Riverside, a political  
6 subdivision of the State of California

SIGMA BETA XI INC, a California nonprofit  
public benefit corporation

7  
8  
9 By:   
10 Kevin Jeffries, Chair  
Board of Supervisors

By:   
Darrell Peeden, Chief Executive Officer

11  
12 Date: 11/28/2023

Date: 11/9/23

13  
14 (COUNTY and BORROWER signatures need to be notarized)

15  
16 APPROVED AS TO FORM:

17  
18 MINH C. TRAN  
COUNTY COUNSEL

19  
20 By:   
21 Paula S. Salcido, Deputy County Counsel

22 ATTEST:  
23 KIMBERLY A. RECTOR, Clerk  
24 By:   
DEPUTY

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

STATE OF CALIFORNIA    }  
                                          } §  
COUNTY OF RIVERSIDE    }

On November 28, 2023, before me, Breanna Smith, Board Assistant, personally appeared Kevin Jeffries, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kimberly A. Rector  
Clerk of the Board of Supervisors

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

(SEAL)

## ACKNOWLEDGMENT

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

State of California  
County of Riverside)

On November 9, 2023 before me, Susana Orozco, Notary Public  
(insert name and title of the officer)

personally appeared Darrell Alan Peeden,  
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



(Seal)



**<CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENTS>**



## AMENDED EXHIBIT "A"

**Grantee:** SIGMA BETA XI INC., C/O MORENO VALLEY YOUTH VILLAGE  
**Address:** 14340 Elsworth Street, Suite B104  
**Project Title:** Moreno Valley Youth Village  
**Location:** 16641, 16659, and 16675 Perris Blvd. CA 92551, APN: 316-110-010, 316-110-025, 316-110-026, 316-110-027, and 316-110-028

### Project Description:

BORROWER proposes to utilize \$3,914,633.00 in ARPA Funds to pay the cost to acquire 3.79-acre property comprised of 5 contiguous parcels and convert into a permanent supportive housing development for transition age youth, foster care youth transitioning out of foster care, and families with children known as the Moreno Valley Youth Village ("Project") in the City of Moreno Valley, located at 16675, 16659, and 16641 Perris Blvd, Riverside County, CA 92553 ("Property"). BORROWER proposes to use ARPA funds for the purpose of acquiring the Property, and financing the conversion of two (2) existing single family homes on the Property into eight (8) Permanent Supportive Housing ("PSH") units; the third existing 4-bedroom single family home located on the Property will offer, if allowed by the service provider, four (4) additional PSHs which will be made available to qualified target population at this site. To accommodate the on-site manager's residence, the project scope was modified to include construction of a junior accessory dwelling unit ("JADU") garage conversion at 16675 Perris Boulevard; the detached accessory dwelling unit ("ADU") originally intended for on-site manager's residence at 16675 Perris Boulevard property, will now be repurposed for use as a supportive services and youth technology laboratory (Project); site and utility improvements required to service the project improvements; and associated site security, repairs, and maintenance required to maintain property and residences in good condition throughout development and construction.

Proposed extension of term with Sigma Beta Xi Inc. for Moreno Valley Youth Village as Project experienced delays during the permit process and as such developer has requested an amendment to extend the term of the ARPA Loan agreement to completion date of February 2024 for Renovations (Phase I) and completion date of December 2024 for Sewer, ADU, JADU (Phase II).

Proposed scope for the buildings and the site is as follows:

Parcel 1 – APN 316110027 – 0.46 acres – 16641 Perris Blvd.  
Existing four-bedroom single family residence with pool and outbuildings in the rear. The residence will be renovated (non-structural) to upgrade finishes, exterior envelope, site landscaping, and mechanical, electric, and plumbing (MEP) equipment, fixtures, and systems to provide minimum 15-year usable life. Septic to sanitary sewer connection to new sewer. Rear yard pool and pool building facility may be separated from residence with secure fencing for community use by all clients and SBX activities. General landscaping improvements including shade trees and other plantings.

Parcel 2 – APN 316110026 – 0.46 acres – 16659 Perris Blvd.  
Existing four-bedroom single family residence with outbuildings in the rear. The residence will

be renovated (non-structural) to upgrade finishes, exterior envelope, site landscaping, and MEP equipment, fixtures, and systems to provide minimum 15-year usable life. Septic to sanitary sewer connection to new sewer. Landscaping improvements will be completed to convert existing tractor repair yard into a typical residential landscaping project, with turf, outdoor seating, shade trees, and fencing improvements to clearly delineate between community access areas adjacent to rear parcel, and residential area to be part of master site lease to TAY operator.

Parcel 3 – APN 316110028 – 0.46 acres – 16675 Perris Blvd.

Existing four-bedroom single family residence with outbuildings in the rear. The residence will be renovated (non-structural) to upgrade finishes, exterior envelope, site landscaping, and MEP equipment, fixtures, and systems to provide minimum 15-year usable life. Septic to sanitary sewer connection to new sewer. Front and rear yard landscaping improvements to provide typical residential landscaping project with turf, outdoor seating, shade trees, and fencing improvements for privacy and clear delineation between primary home, ADU, and community access areas adjacent to rear parcel. New construction and development of a 1-bedroom and 1-bathroom Accessory Dwelling Unit (ADU) to serve as supportive services and community amenity facility and youth technology laboratory. Existing garage conversion to JADU to serve as community manager's residence. New construction improvements are stick-frame slab on grade foundation at rear of Parcel 3; Off-site work to extend sewer to ADU; upgrades to existing water/electrical systems to new ADU.

Parcel 4 – APN 316110025 – 0.34 acres – Entry Drive Aisle south of 16675

Secure gated entrance near Perris Blvd entry aisle. Minor landscaping improvements and hardscape repairs. Main access to the SBX-controlled facilities will be through the Parcel 4 access road to the rear parcel, and SBX activities will be separated from TAY housing facilities with clear fences, gates, and managed access.

Parcel 5 – APN 316110010 – 2.07 acres – West of 16641/16659/16675 Perris Blvd.

No work proposed for Parcel 5 in final project development plan.

**Site Work and Offsite Work**

Offsite work includes extension of existing EMWD sanitary sewer main, approximately 250lf north within the Perris Boulevard right of way.

Site work within Parcel 1 – 4 includes landscape planting, irrigation, fencing, groundcover, site lighting, and other improvements as may be required by City or for restoration of damaged, worn, or underdeveloped existing conditions.

The updated plan preserves the original program proposed for the project, while shifting the location for the supportive services/youth tech lab from the metal shed conversion, to the ADU at 16675 Perris originally proposed as the onsite manager's residence. The manager's residence has subsequently shifted to a new garage JADU conversion at 16675 Perris.

**Legal Description of Property:**

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

PARCEL ONE: (APN: 316-110-010)

THAT PORTION OF LOT 24, BLOCK 2 OF RIVERSIDE ALFALFA ACRES, AS SHOWN BY MAP ON FILE IN BOOK 8 PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 10' EAST ON THE EAST LINE OF SAID LOT, 300 FEET; THENCE SOUTH 89 DEGREES 40' WEST, AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 225 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 10' WEST AND PARALLEL WITH THE EAST LINE OF SAID LOT, 300 FEET TO A POINT IN THE NORTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 40' WEST ON THE NORTH LINE OF SAID LOT, 300 FEET; THENCE SOUTH 00 DEGREES 10' WEST AND PARALLEL WITH THE EAST LINE OF SAID LOT, 300 FEET; THENCE NORTH 89 DEGREES 40' EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 300 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWO: (APN: 316-110-025)

THAT PORTION OF LOT 24 IN BLOCK 2 OF RIVERSIDE ALFALFA ACRES, AS SHOWN BY MAP ON FILE IN BOOK 8 PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 10' EAST, 300 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 40' WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 525 FEET; THENCE SOUTH 00 DEGREES 10' EAST AND PARALLEL WITH THE EAST LINE OF SAID LOT, 30 FEET; THENCE NORTH 89 DEGREES 40' EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 525 FEET TO A POINT IN THE EAST LINE OF SAID LOT; THENCE NORTH 00 DEGREES 10' WEST ON THE EAST LINE OF SAID LOT, 30 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE: (APN: 316-110-026)

THAT PORTION OF LOT 24, BLOCK 2 RIVERSIDE ALFALFA ACRES, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS, PAGE 21, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00° 10' EAST, ON THE EAST LINE OF SAID LOT, 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 10' EAST, ON SAID EAST LINE, 100 FEET; THENCE SOUTH 89° 40' WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT, 225 FEET; THENCE NORTH 00° 10' WEST, PARALLEL WITH THE EAST LINE OF SAID LOT, 100 FEET; THENCE NORTH 89° 40' EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT, 225 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR (APN: 316-110-027)

ALL THAT PORTION OF LOT 24, BLOCK 2 OF RIVERSIDE ALFALFA ACRES, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE(S) 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT;  
THENCE SOUTH 0° 10' EAST, ON THE EAST LINE OF SAID LOT, 100 FEET;  
THENCE SOUTH 89° 40' WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT, 225 FEET;  
THENCE NORTH 0° 10' WEST PARALLEL WITH THE EAST LINE OF SAID LOT, 100 FEET TO THE NORTH LINE OF SAID LOT;

THENCE NORTH a9° 40' EAST, ON THE NORTH LINE OF SAID LOT, 225 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE (APN: 316-110-028)

PARCEL A

THAT PORTION OF LOT 24, BLOCK 2 OF RIVERSIDE ALFALFA ACRES, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 21 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 24;  
THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST 200.00 FEET ON THE EAST LINE OF SAID LOT TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST 100 FEET, CONTINUING ON SAID EAST LINE; THENCE SOUTH 89 DEGREES 40 MINUTES 00 SECONDS WEST, 225.00 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST, 100.00 FEET PARALLEL WITH THE EAST LINE OF SAID LOT;  
THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS EAST, 225.00 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE POINT OF BEGINNING.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF LOT 24 IN BLOCK 2 OF RIVERSIDE ALFALFA ACRES, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT;  
THENCE SOUTH 00 DEGREES 10 MINUTES EAST 300.00 FEET ON THE EAST LINE THEREOF TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 89 DEGREES 40 MINUTES WEST, 225.00 FEET, PARALLEL WITH THE NORTH LINE OF SAID LOT; THENCE SOUTH 00 DEGREES 10 MINUTES EAST, 30.00 FEET PARALLEL TO THE EAST LINE OF SAID LOT; THENCE NORTH 89 DEGREES 40 MINUTES EAST, 225.00 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE EAST LINE THEREOF;  
THENCE NORTH 00 DEGREES 10 MINUTES WEST 30.00 FEET ON THE SAID EAST LINE TO THE POINT OF BEGINNING.

# Amended Exhibit "A-1"

## IMPLEMENTATION SCHEDULE

Milestone	Completion Date
1. County Approval	April 12, 2022
2. Acquisition of Property	June 1, 2022
3. Phase 1 Completion (Renovations)	February 2024
4. Project Lease Up (90%)	April 2024
5. Phase 2 Completion (Sewer, ADU, JADU)	December 2024



### DOCUMENT SUBMISSION SCHEDULE

Documents	Due Date
1. Construction Activities Reporting <sup>1</sup>	Monthly, due by the <b>15<sup>th</sup></b> of each month <sup>1</sup>
2. Liability and Certificate of Workers' Compensation Insurance for Borrower and General Contractor (GC)	BORROWER – 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 COUNTY additionally insured.
3. Project Site Photos	Monthly, due by the <b>15<sup>th</sup></b> of each month <sup>1</sup>
4. The filing of the Notice of Completion	End of Construction
5. Certificate of Occupancy	End of Construction
6. Tenant Checklist Reporting	Close of Project; and Semi-Annually– <b>Sept 30th &amp; March 31st</b>
7. Conditional/Unconditional Release for Final from GC, and if applicable, Sub-contractors	Close of Project
8. Project Completion Report	Close of Project <sup>2</sup>
9. Final Development Cost - Sources and Uses	Close of Project <sup>3</sup>
10. Final Cost Certification by CPA	Close of Project and Audits Completed
11. Final 15/30 Year Cash Flow Projection	Close of Project
12. Management Plan	Marketing Stage
13. Tenant Selection Policy	Marketing Stage
14. Copy of Lease Agreement	Marketing Stage
15. Flyers, Community Contacts, Outreach, Press Releases, Grand Opening info	Marketing Stage
16. Project Operating Budget	Annual submission
17. Audited Yearly Income Expense Report for the Project	Annual submission

1. *Included in Monthly Project Status Report to County by 15<sup>th</sup> of each month*
2. *Included in final Monthly Project Status Report, 15<sup>th</sup> of month following completion.*
3. *Using attached Project Sources and Uses of Funds Report Form*

# **EXHIBIT “B”**

# **EXHIBIT “C”**

**AMENDED AND RESTATED PROMISSORY NOTE SECURED BY DEED OF TRUST**

**ARPA LOAN FUNDS**

\$3,914,633.00 (“Loan Amount”)

November 28, 2023 (“Note Date”)

FOR VALUE RECEIVED, SIGMA BETA XI INC., (“BORROWER”), a California nonprofit public benefit corporation, promises to pay the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), at 3403 Tenth Street, Suite #300, Riverside, CA 92501, or order, the sum of Three Million Nine Hundred Fourteen Thousand Six Hundred Thirty Three Dollars (\$3,914,633.00 USD) (the “ARPA Loan” or “Note Amount”) which at the time of payment is due in funds lawful for the payment of public and private debts.

This Amended and Restated Promissory Note Secured by Deed of Trust – ARPA Loan Funds (this “Note”) is given in accordance with that certain Loan Agreement for the Use of ARPA Funds executed by COUNTY and BORROWER, dated as of April 20, 2022 and recorded in the Official Records of the County of Riverside (“Official Records”) on April 29, 2022, as Instrument No. 2022-0201634 (the “ARPA Loan Agreement”), as amended by that certain First Amendment to Loan Agreement for the Use of ARPA Funds (“First Amendment”), dated as of \_\_\_\_\_, 2023. Except to the extent otherwise expressly defined in this Note, all capitalized terms shall have the meanings ascribed to such terms in the ARPA Loan Agreement. The Note is secured by a Deed of Trust, Security Agreement and Fixture Filing with Assignment of Rents executed by BORROWER for the benefit of the COUNTY dated April 20, 2022 and recorded on April 29, 2022, as Document No. 2022-0201634 (the “ARPA Deed of Trust” of “Deed of Trust”). This Note, the ARPA Loan Agreement, the First Amendment, the Deed of Trust, the First Amendment to Deed of Trust, the Covenant (as hereinafter defined) and all agreements entered into in connection with the foregoing, and any amendments or modifications thereto, shall collectively be referred to herein as the “ARPA Loan Documents.”

The rights and obligations of the BORROWER and COUNTY under this Note shall be governed by the ARPA Loan Documents and the following terms:

1. The ARPA Loan evidenced by this Note and secured by the Deed of Trust are being made pursuant to the American Rescue Plan Act (Pub.L No. 117-2), hereinafter (“ARPA ”). BORROWER agrees for itself, its successors and assigns, that the use of the Property shall be subject to the restrictions set forth in ARPA regulations, the ARPA Loan Agreement and that certain Covenant Agreement dated on or about the date hereof and recorded concurrently herewith in the Official Records, between BORROWER and County.
2. That the ARPA Loan will not accrue any interest per annum, and shall be deferred if the Project is in compliance with the ARPA Loan Agreement and forgiven in its entirety at the end of the Term of the ARPA Loan Agreement.

3. This Note may be prepaid in whole or in part by the undersigned at any time without prepayment penalty or premium, provided however notwithstanding such prepayment, BORROWER shall be required to adhere to the affordability restrictions contained in the Covenants until the expiration of the term contained therein.
  
4. Subject to the provisions and limitations of this Section 4, the obligation to repay the Note Amount is a nonrecourse obligation of BORROWER and its officers. Neither BORROWER nor its officers shall have any personal liability for repayment of the Note Amount, except as provided in this Section 4. The sole recourse of the County shall be the exercise of its rights against the Property (or any portion thereof) and any related security for the ARPA Loan; provided, however, that the foregoing shall not (i) constitute a waiver of any other obligation evidenced by this Note or the Deed of Trust; (ii) limit the right of the COUNTY to name BORROWER as a party defendant in any action or suit for judicial foreclosure and sale under this Note and the Deed of Trust or any action or proceeding hereunder so long as no judgment in the nature of a deficiency judgment shall be asked for or taken against BORROWER; (iii) release or impair either this Note or the Deed of Trust; (iv) prevent or in any way hinder the COUNTY from exercising, or constitute a defense, an affirmative defense, a counterclaim or other basis for relief in respect of the exercise of, any other remedy against the mortgaged Property or any other instrument securing this Note or as prescribed by law or in equity in case of default; (v) prevent or in any way hinder the COUNTY from exercising, or constitute a defense, an affirmative defense, a counterclaim or other basis for relief in respect of the exercise of, its remedies in respect of any deposits, insurance proceeds, condemnation awards or other monies or other collateral or letters of credit securing this Note; or (vi) affect in any way the validity of any guarantee or indemnity from any person of all or any of the obligations evidenced and secured by this Note and the Deed of Trust. Notwithstanding the first sentence of this Section 4, the COUNTY may recover directly from BORROWER or, unless otherwise prohibited by any applicable law, from any other party: (a) any damages, costs and expenses incurred by the COUNTY as a result of fraud, misrepresentation or any criminal act or acts of BORROWER, officer, director or employee of BORROWER; (b) any damages, costs and expenses incurred by the COUNTY as a result of any misappropriation of funds provided to pay costs as described in the ARPA Loan Agreement for the operation of the Project, or proceeds of insurance policies or condemnation proceeds; and (c) any misappropriation of proceeds resulting in the failure to pay taxes, assessments, or other charges that could create statutory liens on the Project and that are payable or applicable prior to any foreclosure under the Deed of Trust.
  
5. The occurrence of any of the following events shall constitute an "Event of Default" under this Note after notice and opportunity to cure pursuant to the terms set forth in the ARPA Loan Agreement:



a. Monetary Default. (1) BORROWER's failure to pay when due any sums payable under the ARPA Note or any advances made by COUNTY under this Agreement, (2) BORROWER's or any agent of BORROWER's use of ARPA funds for costs other than those costs permitted under the ARPA Loan Agreement or for uses inconsistent with terms and restrictions set forth in this Agreement, and/or (3) BORROWER's or any agent of BORROWER's failure to make any other payment of any assessment or tax due under the ARPA Loan Agreement;

b. Non-Monetary Default - Operation. (1) Discrimination by BORROWER or BORROWER's agent on the basis of characteristics prohibited by this Agreement or applicable law, (2) the imposition of any encumbrances or liens on the Project without COUNTY's prior written approval that are prohibited under this agreement or that have the effect of reducing the priority or invalidating the lien of the ARPA Deed of Trust, (3) BORROWER's failure to obtain and maintain the insurance coverage required under the ARPA Loan Agreement, (4) any material default under the ARPA Loan Agreement, ARPA Deed of Trust with Assignment of Rents, Covenant Agreement, ARPA Note, or any document executed by the County in connection with this Agreement, and/or (4) default past any applicable notice and cure period under the terms of the ARPA Deed of Trust or any other instrument or document secured against the Property;

c. General Performance of Loan Obligations. Any substantial or continuous or repeated breach by BORROWER or BORROWER's agents of any material obligations on BORROWER imposed in the ARPA Loan Agreement; and

d. General Performance of Other Obligations. Any substantial or continuous or repeated breach by BORROWER or BORROWER's agents of any material obligations on the Project imposed by any other agreement with respect to the financing, development, or operation of the Project; whether or not COUNTY is a party to such agreement.

6. COUNTY shall give written notice of default to BORROWER, specifying the default complained of by the COUNTY. BORROWER shall have ten (10) calendar days from the mailing of the notice for a monetary default, by which such action to cure must be taken. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.
7. Any failures or delays by COUNTY in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by COUNTY in asserting any of its rights and remedies shall not deprive COUNTY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.
8. If the rights created by this Note shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, the remaining obligations shall be completely performed and paid. In the event that any provision or clause of this Note conflicts with applicable law, such conflict will not affect other

provisions of this Note which can be given effect without the conflicting provision, and to this end the provisions of this Note are declared to be severable.

9. BORROWER hereby waives diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this Note, and expressly agrees that, without in any way affecting the liability of BORROWER hereunder, the COUNTY may extend any maturity date or the time for payment of any installment due hereunder, accept additional security, release any party liable hereunder and release any security now or hereafter securing this Note. BORROWER further waives, to the full extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this Note, or on any deed of trust, security agreement, guaranty or other agreement now or hereafter securing this Note.
10. 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 ARPA Loan Agreement, 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.
11. This Note has been negotiated and entered in the State of California, and shall be governed by, construed and enforced in accordance with the internal laws of the State of California, applied to contracts made in California by California domiciliaries to be wholly performed in California. Any action at law or in equity arising under this Note or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Note shall be filed in the Superior Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.
12. No modification, rescission, waiver, release or amendment of any provision of this Note shall be made except by a written agreement executed by BORROWER and the duly authorized representative of the COUNTY.
13. The COUNTY may, in its sole and absolute discretion, assign its rights under this Note and its right to receive repayment of the Note Amount without obtaining the consent of BORROWER.
14. In no event shall BORROWER assign or transfer any portion of this Note or any rights herein without the prior express written consent of the COUNTY, which consent the COUNTY may give or withhold in its sole and absolute discretion. In the absence of specific written agreement by the COUNTY, no unauthorized assignment or transfer, or approval thereof by the COUNTY, shall be deemed to relieve BORROWER or any other party from any obligations under the ARPA Loan Agreement or this Note. This provision shall not affect or diminish the COUNTY's assignment rights under this Note.
15. Except as to the permitted deeds of trust identified herein, BORROWER shall not encumber the Property for the purpose of securing financing either senior or junior in priority or subordinated to the Deed of Trust without the prior written approval of the

COUNTY in its sole and absolute discretion.

16. The relationship of BORROWER and the COUNTY pursuant to this Note is that of debtor and creditor and shall not be, or be construed to be, a joint venture, equity venture, partnership or other relationship.
17. (a) Formal notices, demands and communications between the COUNTY and BORROWER shall be deemed sufficiently given if made in writing and dispatched by any of the following methods to the addresses of the COUNTY and BORROWER as set forth below: (i) registered or certified mail, postage prepaid, return receipt requested (in which event, the notice shall be deemed delivered on the date of receipt thereof); (ii) electronic facsimile transmission, followed on the same day by delivery of a "hard" copy via first-class mail, postage prepaid (in which event, the notice shall be deemed delivered on the date of its successful facsimile transmission as evidenced by a facsimile confirmation or "kick-out" sheet); or (iii) personal delivery, including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service (in which event, the notice shall be deemed delivered on the documented date of receipt). Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.  
  
(b) The address of the COUNTY for purposes of receiving notices pursuant to this Note shall be 3403 10<sup>th</sup> Street, Suite 300, Riverside, California 92501, Attention: Director HWS. The facsimile number for the COUNTY's receipt of notices is (951) 352-4852.  
  
(c) The address of Borrower for purposes of receiving notices pursuant to this Note is 14340 Elsworth Street, Suite B104, Moreno Valley, CA 92553, Attn: Darrell Peeden.
18. The undersigned, if comprising more than one person or entity, shall be jointly and severally liable hereunder.
19. This Note shall be binding upon BORROWER and its heirs, successors and assigns, and shall benefit the COUNTY and its successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, BORROWER has executed this Note as of the day and year first set forth above.

BORROWER:  
SIGMA BETA XI INC., a California  
nonprofit public benefit corporation

By: 


\_\_\_\_\_  
Darrell Peeden

Its: Chief Executive Officer

(SIGNATURES CONTINUE ON NEXT PAGE)


AGREED AND ACCEPTED BY LENDER:

COUNTY OF RIVERSIDE

By:   
Kevin Jeffries, Chair  
Board of Supervisors

APPROVED AS TO FORM:

MINH C. TRAN  
COUNTY COUNSEL

By:   
Paula S. Salcido  
Deputy County Counsel

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By:   
DEPUTY







# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Roy Beckert

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_ Agenda # 3.25

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

\_\_\_\_\_ Support      \_\_\_\_\_ Oppose      \_\_\_\_\_ Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

\_\_\_\_\_ Support      \_\_\_\_\_ Oppose      \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_



# BOARD RULES

## **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

## **Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:**

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

## **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

## **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

## **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

## **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.