

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



ITEM: 3.15
(ID # 27178)

MEETING DATE:
Tuesday, March 18, 2025

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Consent to Sale, Transfer, and Conveyance and Assumption of the rights conferred by and obligations created under each of the Bravo Agreements with Bravo Community LLC and Bravo MHP2, LLC for Bravo Mobile Home Park located in the City of Jurupa, County of Riverside, Assessor's Parcel Numbers 169-070-013, 169-070-018, and 169-070-030; District 2. [\$0] Companion Item MT#27179

RECOMMENDED MOTION: That the Board of Supervisors:

1. Consent to the sale, transfer, and conveyance and assumption of the Bravo Mobile Home Park located in the City of Jurupa, County of Riverside, Assessor's Parcel Numbers 169-070-013, 169-070-018, and 169-070-030 from Bravo Community L.L.C., an Arizona limited liability company, to Bravo MHP 2, L.L.C., a California limited liability company;
2. Authorize the Chair of the Board of Supervisors to execute the attached Omnibus Assignment and Assumption Agreement on behalf of the County; and
3. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to take all necessary steps to implement, including, but not limited to, signing subsequent essential and relevant documents related to the action, subject to approval as to form by County Counsel.

ACTION:Policy


Heidi Marshall, Director 2/25/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 18, 2025
xc: HWS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

(Companion item 13.1)

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The property is a mobile home park located in the City of Jurupa Valley with the street address of 4041 Pedley Road, Riverside, CA 92509, commonly known as "Bravo Community Mobile Home Park" and identified as Assessor's Parcel Numbers 169-070-013, 169-070-018, 169-070-030 (Property).

On February 1, 1999, the County of Riverside (County) and The Southern California Housing Development Corporation (SCHDC), an affordable housing developer and Owner's predecessor in interest, entered into an Affordable Housing Agreement (Affordable Housing Agreement) providing financial assistance through the issuance of revenue bonds to aid in the acquisition, financing, rehabilitation and operation of the Bravo Mobile Home Park located on said Property. Pursuant to the Affordable Housing Agreement, SCHDC, the County, and the former Redevelopment Agency for the County of Riverside, entered into that certain Regulatory Agreement and Declaration of Restrictive Covenants dated February 1, 1999, and recorded on March 17, 1999, in the Official Records as Instrument No. 109948 (Regulatory Agreement No. 1). Under Regulatory Agreement No. 1, the Property is restricted for a minimum period of 55 years for use as a mobile home park, with a minimum of 156 spaces to be rented to and occupied by low- and moderate-income households.

On March 1, 1999, the County, SCHDC and Dai-Ichi Kangyo Bank of California, a California banking corporation (Trustee), entered into that certain Loan Agreement providing financial assistance to acquire the Property and develop the mobile home park, and that certain Regulatory Agreement and Declaration of Restrictive Covenants dated as of March 1, 1999, and recorded in the Official Records on March 17, 1999, as Document Number 109946 (Regulatory Agreement No. 2). Under Regulatory Agreement No. 2, the Property is restricted for a period of 30 years for use as a mobile home park, with a minimum of 156 spaces to be rented to and occupied by very low, low- and moderate-income households. Pursuant to section 23 of Regulatory Agreement No. 2, since the bonds issued under the Loan Agreement have been repaid, the Trustee is no longer a party to Regulatory Agreement No. 2.

Regulatory Agreement No. 1 and Regulatory Agreement No. 2 are collectively referred to herein as the "Regulatory Agreements."

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All loans issued to Owner pursuant to the Affordable Housing Agreement and Loan Agreement have been repaid by Owner.

On February 1, 2011, the County approved (i) the sale of the Property including the mobile home park, and (ii) the assignment and assumption of SCHDC's rights and obligations under the related loan and regulatory agreements, from SCHDC to Owner. Although Owner repaid all loans issued pursuant to the Affordable Housing Agreement and Loan Agreement, the Regulatory Agreements remain in full force and effect until the expiration of their respective terms.

On March 7, 2017, County consented to Owner's refinance of the senior loan secured against the Property and obtain a private loan from Capital One Multifamily Finance, LLC, a Delaware limited liability company (Lender), to construct necessary repairs and improvements to the private roads and community areas on the Property. As a condition to underwrite the new loan under the Fannie Mae Delegated and Underwriting and Servicing Program, the Lender required the County and Housing Authority, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside, to agree to allow Lender 90 days to cure an event of default under the Regulatory Agreements before exercising any available remedies. Owner previously had 30 days to cure an event of default under Regulatory Agreement No. 1 and 60 days to cure an event of default under Regulatory Agreement No. 2. Owner's request is memorialized in the approved Standstill Agreement. Other than agreement to allow Lender 90 days to cure an event of default, no other terms set forth in the Regulatory Agreements were modified.

The current Owner, Bravo Community L.L.C., an Arizona limited liability company, has agreed to transfer their interest in the project to Bravo MHP 2, L.L.C., a California limited liability company.

County Counsel has reviewed and approved the attached Omnibus Assignment and Assumption Agreement as to form. Staff recommends that the Board approve the attached Agreement. A companion item will be brought before the Board of Commissioners on behalf of the Housing Authority on this same date.

Impact on Residents and Businesses

Approving this item will have a positive community impact by allowing the mobile home park to continue to operate in compliance with regulatory agreements and provide affordable housing for 156 residents.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund; the County's contribution to the project was repaid in 2011.

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ATTACHMENTS:

- Omnibus Assignment and Assumption Agreement
- Bravo MHP 2, LLC - County Legal Opinion
- Request for Notice


Brianna Lontajo, Principal Management Analyst 3/11/2025


Aaron Gettis, Chief of Deputy County Counsel 3/9/2025

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**

County of Riverside
Housing & Workforce Solutions
Community and Housing Development
3403 Tenth Street, Suite 300
Riverside, CA 92501
Attn: Housing Director

APNs 169-070-013, 169-070-018, 169-070-030

Exempt Recording fee 6103

OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") dated as of March 4, 2025, is among the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public body corporate and politic in its capacity as Housing Successor to the former Redevelopment Agency of the County of Riverside ("HACR"), BRAVO COMMUNITY L.L.C., an Arizona limited liability company ("Prior Borrower"), and BRAVO MHP 2, LLC, a California limited liability company ("Borrower"). HACR and County may be collectively referred to herein as "County".

RECITALS

WHEREAS, County issued its \$6,015,000 County of Riverside Mobile Home Park Revenue Bonds (Bravo Mobile Home Park Project) Series 1999A and \$510,000 County of Riverside Mobile Home Park Subordinate Revenue Bonds (Bravo Community Mobile Home Park Project) Series 1999B (collectively, the "Bonds") for the purpose of making a mortgage loan to the National Community Renaissance of California who acquired title as The Southern California Housing Development Corporation, a California nonprofit public benefit corporation ("Original Borrower"), the proceeds of which were used by Original Borrower to acquire the Bravo Mobile Home Park property and improvements, situated within the corporate boundaries of the County of Riverside, California, located on real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Project"). The Bonds were paid in full on or before February 28, 2011, and as a result Bond trustee Bank of New York Mellon Trust Company, N.A., successor in interest to original Bond trustee Dai-Ichi Kangyo Bank of California, is not a necessary party to this Agreement. However, the provisions of the Regulatory Agreement and Declaration of Restrictive Covenants dated as of March 1, 1999 among the County, Dai-Ichi Kangyo Bank of California and Original Borrower, which instrument was recorded as Document No. 109946 on March 17, 1999 in the Official Records of Riverside County, California (the "Bond Regulatory Agreement") remain outstanding and enforceable until the end of the "Qualified Project Period," defined therein as thirty (30) years from the date of the Bond Regulatory Agreement, a period which will expire on March 1, 2029.

WHEREAS, Prior Borrower acquired the Project from Original Borrower and assumed certain obligations under the Bond Regulatory Agreement from Original Borrower as more particularly provided in the Assignment and Assumption Agreement dated February 1, 2011 among the County, New York Mellon Trust Company, N.A., Original Borrower and Prior Borrower, which instrument was recorded as Document No. 2011-0091456 on February 28, 2011 in the Official Records of Riverside County, California (the "Prior Assignment Agreement").

WHEREAS, the provisions of the Regulatory Agreement and Declaration of Restrictive Covenants dated as of February 1, 1999, among the County, the Redevelopment Agency for the County, and Original Borrower, which instrument was recorded as Document No. 109948 on March 17, 1999 in the Official Records of Riverside County, California, as amended by the First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants dated as of February 15, 2011, which instrument was recorded as Document No. 2011-0091458 on February 28, 2011 in the Official Records of Riverside County, California (collectively the "County Regulatory Agreement"), remain outstanding and enforceable until March 1, 2029. The County, is now the successor-in-interest of the Redevelopment Agency of the County of Riverside.

WHEREAS, Prior Borrower previously assumed certain obligations of Original Borrower pursuant to that certain Assignment and Assumption Agreement of Amended and Restated Administration Agreement dated as of February 1, 2011, among the County, Rosenow Spevacek Group, Inc., and Original Borrower, which instrument was recorded as Document No. 2011-0253889 on June 9, 2011 in the Official Records of Riverside County, California, and which document modified and amended and provided for the assignment of that certain unrecorded Amended and Restated Administration Agreement dated as of October 1, 2001, among the County, Rosenow Spevacek Group, Inc., Wolf & Company Inc. and Original Borrower (collectively the "Administration Agreement"). The Administrative Agreement remains in effect and enforceable through March 1, 2029.

WHEREAS, Prior Borrower previously assumed certain obligations of Original Borrower pursuant to that certain Assignment and Assumption of Agreement for Median Maintenance dated as of February 15, 2011, among the County, Original Borrower and Prior Borrower, which instrument was recorded as Document No. 2011-0091457 on February 28, 2011 in the Official Records of Riverside County, California, and which document provided for the assignment of that certain Agreement for Median Maintenance dated as of October 16, 2001, among the County and Original Borrower, which instrument was recorded as Document No. 2001-512441 on October 22, 2001 in the Official Records of Riverside County, California (collectively the "Median Agreement").

WHEREAS, Borrower now desires to acquire the Project from Prior Borrower, and it is therefore necessary to comply with certain provisions of the Bond Regulatory Agreement (including without limitation Section 10), the County Regulatory Agreement (including without limitation Section 5.14), the Administrative Agreement and the Median Agreement relating to a transfer of ownership of the Project, as more particularly provided herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. Assignment and Assumption Rights and Obligations; No Conflict. Prior Borrower hereby fully and unconditionally assigns to Borrower all of its rights, responsibilities and obligations in and under each of the Bond Regulatory Agreement, the County Regulatory Agreement, the Administrative Agreement and the Median Agreement (collectively the "Bravo Agreements") arising after the "Effective Date" as hereinafter defined in Section 6 below. Borrower accepts such assignment and hereby fully and unconditionally assumes all of the obligations, duties and liabilities of Prior Borrower in and under each of the Bravo Agreements arising after the Effective Date, and agrees to perform all such obligations in accordance with the terms hereof. Borrower agrees to hold Prior Borrower harmless from any liability, claims, actions, damages or obligations relating to a breach of any of the Bravo Agreements and arising after the Effective Date. Prior Borrower agrees to hold Borrower harmless from any liability, claims, actions, damages or obligations relating to a breach of any of the Bravo Agreements and arising before the Effective Date. The agreements contained in this Section 1 shall survive the closing of the purchase and sale between Prior Borrower and Borrower and the delivery of the deed to the Project from Prior Borrower to Borrower and its recordation thereof.

2. Consent to Transfer. County hereby consents to the sale, transfer and conveyance of the Project to Borrower, and assumption by Borrower of the rights conferred by and obligations created under each of the Bravo Agreements. Borrower shall not sell, transfer, or convey any interest in the Project, in whole or in part, without the prior written consent of the County. Any unauthorized sale, transfer, or conveyance shall be deemed null and void. This provision is binding upon the Borrower and any subsequent transferee.

3. Compliance With Bravo Agreements. Borrower agrees to comply with each of the requirements of the Bravo Agreements from and after the Effective Date, and to undertake to timely cure any non-compliance with the provisions thereof, whether or not caused or suffered by Prior Borrower before the Effective Date, but the foregoing shall not affect the respective obligations of Prior Borrower and Borrower contained in Section 1 above. Borrower further represents that it is willing and capable of complying with the terms and provisions of each of the Bravo Agreements, and that by execution of this Agreement, the parties hereto acknowledge compliance with the requirements under the Bravo Agreements for transfer of the Project by Prior Borrower to Borrower.

4. Representations of Prior Borrower. Prior Borrower hereby represents that Prior Borrower has complied with all provisions of the Bravo Agreements, and that no event of default exists thereunder. The date that Prior Borrower acquired the Project was February 28, 2011. More than fifty percent (50%) of the spaces therein were occupied prior to February 28, 2011.

5. Acknowledgment of County. By its execution of this Agreement, County acknowledges and confirms that, as of the date hereof, to its actual knowledge, without having

undertaken any independent investigation: (a) there exists no event of default under any of the Bravo Agreements, (b) there exists no event which would give rise to an indemnification obligation by Prior Borrower, or any predecessor in interest, under any of the Bravo Agreements, (c) there is no event that, with giving of notice, the passage of time, or both, would constitute an event of default or give rise to such an indemnification obligation, and (d) there have been no amendments to which County is a party that impose obligations on Borrower with respect to the mortgage loans presently being paid by Prior Borrower or the Bonds other than any documents or agreements specifically referenced in the Bravo Agreements.

6. Effective Date: Delivery of Required Documents. The assignment of rights and assumption of obligations as set forth in this Agreement shall become effective upon the date of recordation of this Agreement in the Official Records of Riverside County, California (the "Effective Date"). Prior to, and as a condition to, such recordation, County shall have received the following as required by Section 10 of the Bond Regulatory Agreement:

(a) a true and complete copy of this Agreement duly executed by Borrower and Prior Borrower;

(b) an opinion of Borrower's counsel (addressed to County) to the effect that the interests assigned hereunder and under the Administration Agreement have been duly assumed and are binding on Borrower, subject to bankruptcy and other standard limitations affecting creditor's rights generally; and

(c) evidence satisfactory to County that Prior Borrower is in compliance with the low and moderate income housing requirements of the Bond Regulatory Agreement.

7. Notices. County and Borrower hereby notify each other that their respective addresses for receipt of notice under the Bravo Agreements are as follows:

County:
County of Riverside
Housing & Workforce Solutions
Community and Housing Development
3403 Tenth Street, Suite 300
Riverside, CA 92501
Attention: Housing Director

Borrower:
Bravo MHP 2, LLC
c/o Homewood Realty, Inc.
1121 E. Philadelphia Street
Ontario, CA 91761

8. Construction. This Agreement and all related documents shall be deemed to be contracts made and delivered in the State of California and shall be governed by and construed in accordance with the laws of the State of California.

9. Attorneys' Fees. In the event of a dispute or litigation concerning the enforcement, validity or interpretation of this Agreement, or any part hereof, each party shall pay its own costs, charges, fees and expenses (including reasonable attorneys' fees and disbursements), regardless of whether any action or proceeding is initiated relative to such dispute and regardless of whether any such litigation is prosecuted to judgment. For the purpose of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the reasonable fees and expenses of counsel to the parties hereto, which may include printing, photocopying, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the Bar but performing services under the supervision of an attorney.

10. Execution in Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.


11. No Further Modifications. All other terms and conditions of each of the Bravo Agreements are expressly reaffirmed as set forth in their entirety herein and shall remain unaffected, unchanged and unimpaired by reason of the transfer, except as expressly set forth in this Agreement.

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.


COUNTY:

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

By: 
V. Manuel Perez, Chairman
Board of Supervisors

HACR:


HOUSING AUTHORITY OF THE COUNTY
OF RIVERSIDE, a public body corporate and
politic in its capacity as Housing Successor to the
former Redevelopment Agency of the County of
Riverside

By: 
V. Manuel Perez, Chairman
Board of Commissioners

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

By: 
Deputy County Counsel
Paula S. Salcido

APPROVED AS TO FORM:
MINH C. TRAN
General Counsel

By: 
Deputy General Counsel
Kelli Valdez for A.D.M.

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board


By: 
Deputy

PRIOR BORROWER:

BRAVO COMMUNITY, L.L.C.,
an Arizona limited liability company

By: Bravo Management LLC,
an Arizona limited liability company
its manager

By: Saunders & Amos Management,
Inc., an Arizona corporation
its manager

By: 
Name: Kirk Saunders
Title: Manager

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 March 18, 2025, before me, Whitney Mayo, a COB Assistant, personally appeared V. Manuel Perez, Chair of the Board of Supervisors, 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; 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: Whitney Mayo
Deputy Clerk

(SEAL)

**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors
(EMBOSSSED ON DOCUMENT)



Date: 03/18/2025

Signature: _____

Whitney Mayo

Print Name: Whitney Mayo, Clerk of the Board Assistant

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 March 18, 2025, before me, Whitney Mayo, a COB Assistant, personally appeared V. Manuel Perez, Chair of the Board of Commissioners of the Housing Authority, 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; 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)

**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors
(EMBOSSSED ON DOCUMENT)



Date: 03/18/2025

Signature: _____

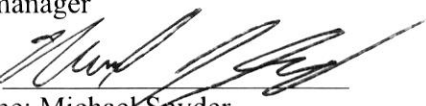
Whitney Mayo

Print Name: Whitney Mayo, Clerk of the Board Assistant

BORROWER:

BRAVO MHP 2, LLC,
a California limited liability company

By: MHP Manager, LLC,
a California limited liability company
its manager

By: 
Name: Michael Snyder
Title: Chief Financial Officer

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.

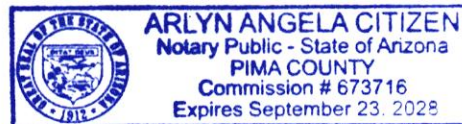
STATE OF Arizona }
COUNTY OF Pima } S.S.

On March 4, 2025, before me, Arlyn Angela Citizen, the undersigned Notary Public in and for said County and State, personally appeared Kirk Saunders 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 Arlyn Angela Citizen 3-4-25
[Notary Seal]



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 San Bernardino } S.S.

On 3-5-25, 2025, before me, Deborah A. Deconinck, the undersigned Notary Public in and for said County and State, personally appeared Michael Snyder 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 Deborah A. Deconinck

[Notary Seal]

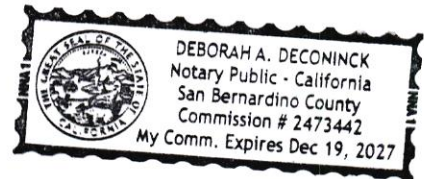


EXHIBIT "A"

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF GOVERNMENT LOT 2 AND THE NORTHWEST QUARTER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF; AND THAT PORTION OF LOT 3, LA BONITA TRACT, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WESTERLY OF THE WESTERLY LINE OF PEDLEY ROAD, BY DEED RECORDED MARCH 13, 1970, AS INSTRUMENT NO. 23954 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THEREFROM THAT PORTION OF THE WEST 330.50 FEET OF SAID LOT 3 LYING SOUTH OF THE SOUTH LINE OF THE NORTH 5.00 ACRES OF SAID LOT 3, SAID SOUTH LINE BEING AT RIGHT ANGLES TO THE EAST AND WEST LINES OF SAID LOT 3;

ALSO EXCEPT THOSE CERTAIN PARCELS DESCRIBED IN DEED TO SAID COUNTY OF RIVERSIDE, RECORDED OCTOBER 28, 1971 AS INSTRUMENT NO. 123306 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED APRIL 27, 1989 AS INSTRUMENT NO. 135309 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 17, 1972 AS INSTRUMENT NO. 63859 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN 169-070-013, APN 169-070-018 and APN 169-070-030

FREDRIC A. ROLLMAN

LAW OFFICES OF
DONFELD & ROLLMAN

1900 AVENUE OF THE STARS
SUITE 2300
LOS ANGELES, CALIFORNIA 90067-4314

TELEPHONE (310) 312-8080

March 4, 2025

County of Riverside
Housing & Workforce Solutions
Community and Housing Development
3403 Tenth Street, Suite 300
Riverside, CA 92501
Attn: Housing Director

Re: Assumption of County Agreements
Bravo Community Mobile Home Park
4041 Pedley Road, Jurupa Valley, CA 92509

Ladies and Gentlemen:

I. Introduction.

We have served as special counsel for Bravo MHP 2, LLC, a California limited liability company ("Assumptor"), in connection with the assignment to and assumption by Assumptor of the duties and obligations of Bravo Community LLC, an Arizona limited liability company ("Prior Borrower"), under the documents described as follows:

A. Regulatory Agreement and Declaration of Restrictive Covenants dated as of March 1, 1999 among the County of Riverside, California (the "County"), Dai-Ichi Kangyo Bank of California and The Southern California Housing Development Corporation, a California nonprofit public benefit corporation ("Original Borrower"), recorded as Document No. 109946 on March 17, 1999 in the Official Records of the County, as amended by the Assignment and Assumption Agreement dated February 1, 2011 among the County, New York Mellon Trust Company, N.A., Original Borrower and Prior Borrower, which instrument was recorded as Document No. 2011-0091456 on February 28, 2011 in the Official Records of the County (collectively the "Bond Regulatory Agreement");

B. Regulatory Agreement and Declaration of Restrictive Covenants dated as of February 1, 1999, among the County, the Redevelopment Agency for the County, and

DONFELD & ROLLMAN

Original Borrower, recorded as Document No. 109948 on March 17, 1999 in the Official Records of the County, as amended by the First Amendment thereto dated as of February 15, 2011 among the County, the Redevelopment Agency for the County, and Original Borrower, and recorded as Document No. 2011-0091458 on February 28, 2011 in the Official Records of the County, California (collectively the "County Regulatory Agreement");

C. Amended and Restated Administration Agreement dated as of October 1, 2001, among the County, Rosenow Spevacek Group, Inc. ("Rosenow"), Wolf & Company Inc. and Original Borrower, as amended by the Assignment and Assumption Agreement of Amended and Restated Administration Agreement dated as of February 1, 2011, among the County, Rosenow and Original Borrower, which instrument was recorded as Document No. 2011-0253889 on June 9, 2011 in the Official Records of the County (collectively the "Administration Agreement"); and

D. Agreement for Median Maintenance dated as of October 16, 2001, between the County and Original Borrower, which instrument was recorded as Document No. 2001-512441 on October 22, 2001 in the Official Records of the County, as amended by the Assignment and Assumption of Agreement for Median Maintenance dated as of February 15, 2011, among the County, Original Borrower and Prior Borrower, which instrument was recorded as Document No. 2011-0091457 on February 28, 2011 in the Official Records of the County (collectively the "Median Agreement").

The documents and instruments referenced in Items A, B, C and D above are sometimes collectively referred to herein as the "Transaction Documents".

The terms and conditions of Prior Borrower's assignment to and the assumption by Assumptor of Prior Borrower's duties and obligations under the Transaction Documents are set forth in that certain Omnibus Assignment and Assumption Agreement dated March 4, 2025, among the County, the County's Housing Authority, Prior Borrower and Assumptor (the "Assignment Agreement").

II. Scope of Opinion/Examination of Documents:

For purposes of this opinion, we have examined the following:

A. Originals or copies identified to our satisfaction of the Transaction Documents and Assignment Agreement, as executed and delivered;

B. Assumptor's California Secretary of State Form LLC-1 "Articles of Organization" and Operating Agreement;

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C. Such other certificates, documents and papers as we have deemed advisable in connection with this opinion letter.

During the course of such examination, we have assumed that all signatures on the Transaction Documents and the Assignment Agreement, other than those on behalf of Assumptor, are genuine, that all documents submitted to us as copies conform to the originals and that all documents submitted to us as originals are authentic.

For purposes of this opinion, we have further assumed that each party to the Transaction Documents and the Assignment Agreement, other than the Assumptor, has all requisite power and authority to enter into such agreements, has taken all necessary action to execute and deliver such agreements and can effect the transactions contemplated therein without contravening any law or regulation; that each of the Transaction Documents and the Assumption Agreement constitutes the legal, valid and binding obligation of each of such other parties, enforceable against such other parties in accordance with its respective terms, and that each of such other parties will duly perform its obligations under each such agreement.

III. Opinions and Qualifications.

Based on the foregoing, we are of the opinion, subject to the qualifications set forth in this letter, that:

A. Assumptor is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California.

B. Assumptor has all requisite corporate and legal power and authority to own and operate its assets and to carry on its business as it is now being conducted and to enter into and perform its obligations under the Assignment Agreement.

C. The Assignment Agreement has been duly executed and delivered by Assumptor and constitutes the valid and binding obligation of Assumptor enforceable against the Assumptor in accordance with its terms, subject to the following qualifications:

(i) the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws of general application affecting the enforcement of creditors' rights generally (including, without limitation, the effect of statutory or other laws regarding fraudulent or preferential transfers); and

(ii) general principles of equity, including without limitation concepts of reasonableness, materiality, good faith and fair dealing, impossibility or impracticality of performance at the time of enforcement, though it is our opinion that such limitations will not materially interfere with the practical realization of the benefits to the County of the transactions contemplated in the Transaction Documents. Without limitation, we express no opinion as to the County's ability to obtain specific performance, injunctive relief or other equitable relief

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(whether sought in a proceeding in equity or at law) as a remedy for noncompliance with any provision of any of the Transaction Documents, as the enforceability of the Transaction Documents will be subject to limitations imposed under applicable law on the availability of ex parte remedies and other self-help or non-judicial relief.

IV. Limitation as to Particular Laws and Reliance on this Opinion.


As to matters of law, we limit our opinion to the laws of the State of California (where the undersigned is admitted to practice law) and the laws of the United States of America, and our opinions are limited to the facts and laws in existence on the date of this opinion and at no subsequent time.

This opinion is delivered to you in connection with the Transaction Documents and Assignment Agreement referenced above, and may not be utilized or quoted by you for any other purpose or relied upon by any other person or entity other than your successors or assigns without our express written consent.

Very truly yours,

DONFELD & ROLLMAN

By:


Fredric A. Rollman

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
Housing and Workforce Development
3403 Tenth St, Suite 300
Riverside, CA 92501
Attn: LeahRodriguez

SPACE ABOVE THIS LINE FOR RECORDERS USE

REQUEST for NOTICE UNDER SECTION 2924b CIVIL CODE

In accordance with Civil Code, Section 2924b, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust dated _____, 2025 and recorded concurrently herewith in the Official Records of the County of Riverside, California, executed by BRAVO MHP 2, LLC, a California limited company, as Trustor in which _____ is named as Fidelity National Title Company as Trustee, and describing land referred to in this Report is situated in the County of Riverside, City of Jurupa Valley, State of California, and is described as follows:

THOSE PORTIONS OF GOVERNMENT LOT 2 AND THE NORTHWEST QUARTER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF; AND THAT PORTION OF LOT 3, LA BONITA TRACT, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WESTERLY OF THE WESTERLY LINE OF PEDLEY ROAD, BY DEED RECORDED MARCH 13, 1970, AS INSTRUMENT NO. 23954 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THEREFROM THAT PORTION OF THE WEST 330.50 FEET OF SAID LOT 3 LYING SOUTH OF THE SOUTH LINE OF THE NORTH 5.00 ACRES OF SAID LOT 3, SAID SOUTH LINE BEING AT RIGHT ANGLES TO THE EAST AND WEST LINES OF SAID LOT 3;

ALSO EXCEPT THOSE CERTAIN PARCELS DESCRIBED IN DEED TO SAID COUNTY OF RIVERSIDE, RECORDED OCTOBER 28, 1971 AS INSTRUMENT NO. 123306 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED APRIL 27, 1989 AS INSTRUMENT NO. 135309 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 17, 1972 AS INSTRUMENT NO. 63859 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN 169-070-013, APN 169-070-018 and APN 169-070-030

All notices to be mailed to:

Attn: Assistant Director County
of Riverside
Housing and Workforce Development 3403
Tenth St, Suite 300
Riverside, California 92501

Request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust be delivered to the undersigned.

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

RIVERSIDE COUNTY
DEPARTMENT OF HOUSING &
WORKFORCE SOLUTIONS



Juan Garcia, Deputy Director