

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



ITEM: 3.12
(ID # 29955)

MEETING DATE:
Tuesday, April 28, 2026

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the Form of Deed in Lieu of Foreclosure Agreement between Sigma Beta Xi Inc. and the County of Riverside and the Form of Grant Deed, and Approve the Allocation of Up to \$1,700,000 to Complete the Moreno Valley Youth Village in the City of Moreno Valley, District 5. [\$750,000 – 44% Homeless Housing, Assistance, and Prevention (HHAP) Program Funds, \$350,000 – 21% Community Development Block Grant (CDBG) Funds, \$484,251 – 28% Emergency Rental Assistance Program (ERAP) Funds, and \$115,749 – 7% Permanent Local Housing Allocation (PLHA) Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached form of Deed in Lieu of Foreclosure Agreement between Sigma Beta Xi Inc., a California nonprofit public benefit corporation (SBX), and the County of Riverside, finding that SBX is in default under the Loan Agreement for the Use of American Rescue Plan Act Funds (Loan Agreement) between County and SBX, including, without limitation, by reason of SBX's failure to complete the Work on the Properties in accordance with the County documents and County is entitled to exercise its remedies under the Loan Agreement;

Continued on Page 2


ACTION:Policy


Heidi Marshall, Director 4/2/2026

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: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: April 28, 2026
xc: HWS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the form of the Grant Deed, attached as Exhibit B to the Deed in Lieu of Foreclosure Agreement;

3. Approve the allocation of up to \$1,700,000 consisting of \$750,000 in Homeless Housing, Assistance, and Prevention (HHAP) Program Funds, \$350,000 in Community Development Block Grant (CDBG) Funds, \$484,251 in Emergency Rental Assistance Program (ERAP) Funds, and \$115,749 in Permanent Local Housing Allocation (PLHA) Funds to County of Riverside Department of Facilities Management to complete renovations; complete sewer, street and site work; pay mechanic's liens, tax penalties, city fees, and water district fees; pay engineering and geotechnical services; and pay escrow fees and costs to transfer Properties to County;

4. Accept the transfer of the Properties, identified as Assessor's Parcel Numbers (APN) 316-133-032, 316-133-033, 316-133-034, 316-133-035, and 316-133-036, formerly 316-110-010, 316-110-025, 316-110-028, 316-110-026, and 315-110-027, respectively (the "Properties"), from SBX to County;

5. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to execute the Deed in Lieu of Foreclosure Agreement and Grant Deeds on behalf of the County, conforming substantially in form and substance to the attached, subject to approval as to form by County Counsel; and

6. Authorize the Director of the HWS, or designee, to take any and all necessary steps to implement the Deed in Lieu of Foreclosure Agreement and Grant Deeds, accept the transfer of the Properties, and complete the Project, including but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,700,000	\$ 0	\$1,700,000	\$ 0
NET COUNTY COST	\$1,700,000	\$ 0	\$1,700,000	\$ 0
SOURCE OF FUNDS: \$750,000 – 44% Homeless Housing, Assistance, and Prevention (HHAP) Program Funds, \$350,000 – 21% Community Development Block Grant (CDBG) Funds, \$484,251 – 28% Emergency Rental Assistance Program (ERAP) Funds, and \$115,749 – 7% Permanent Local Housing Allocation (PLHA) Funds			Budget Adjustment: No	
			For Fiscal Year: 25/26	

C.E.O. RECOMMENDATION: Approved

BACKGROUND:

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

Summary

On April 12, 2022 (Minute Order 3.11), the County of Riverside Board of Supervisors approved the Loan Agreement for the Use of ARPA Funds (Loan Agreement) providing \$3,914,633 in American Rescue Plan Act (ARPA) funds to Sigma Beta Xi Inc., a nonprofit public benefit corporation (SBX), to pay the cost to acquire a 3.79-acre property comprised of five 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) located at 16679, 16659, and 16641 Perris Blvd., in the City of Moreno Valley, Riverside County, CA 92551, more specifically described as Assessor's Parcel Number (APN) 316-133-032, 316-133-033, 316-133-034, 316-133-035, and 316-133-036, formerly 316-110-010, 316-110-025, 316-110-028, 316-110-026, and 315-110-027, respectively (the "Properties").

On April 22, 2022, SBX utilized ARPA funds to successfully acquire the Properties and, on August 31, 2023, commenced work on the Properties utilizing its own consultants, general contractor, subcontractors, suppliers, and materials to convert three existing single-family homes on the Properties and provide 12 Single Room Occupancy (SRO) units available to qualified target populations whose incomes are at or below 30% of the area median income and space for resident services for the tenants.

In September of 2023, SBX requested to modify the scope of work and requested an extension to complete the work until December of 2024. The revised scope of work included the construction of an Accessory Dwelling Unit (ADU) for a resident manager, and construction of a Junior Accessory Dwelling Unit (JADU) for an additional tenant.

On November 28, 2023 (Minute Order 3.25), the Board approved Amendment No. 1 to the Loan Agreement for the Use of ARPA Funds (First Amendment), extending the completion schedule, and modifying the scope of work.

In January of 2025, the County was made aware of a funding shortfall faced by SBX due to offsite improvements required to extend a sewer line for connecting the ADU and JADU. County staff worked with SBX to identify potential solutions; however, these efforts were unsuccessful. Subsequently, contractors hired by SBX began issuing preliminary notices of intent to file mechanic's liens on the homes for nonpayment. As a result, on June 5, 2025, the County issued a Notice of Default to SBX, citing a material breach of the Loan Agreement terms and conditions. By December 2025, multiple mechanic's liens had been recorded, and SBX acknowledged its inability to complete the work required by the City of Moreno Valley Planning Department to receive certificate of occupancy for the ADU and JADU.

The rehabilitation of the three existing homes was completed and approved by the City of Moreno Valley Planning Department on February 29, 2024. Since then, SBX has provided housing for 15 homeless youth in these homes. Currently, 11 youth reside in the Properties so it is imperative that County complete this Project to provide critical housing to homeless youth.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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The County's Loan Agreement sets forth County remedies upon the occurrence of events of default, authorizing County to take certain actions, including, but not limited to, accelerating the ARPA loan and demanding immediate full payment of the principal loan, bringing an action to prevent violations of the terms and conditions of the County's ARLA Loan Agreement, entering and taking possession of the Project and the Properties to operate and complete work on the Project, and to pursue additional remedies.

County staff have been working with the City of Moreno Valley, Eastern Municipal Water District, and County Facilities Management to develop a budget and determine the scope and cost of completing the remaining work. Staff recommends entering and taking possession of the Project and the Properties to operate and complete work on the Project and estimates up to \$1,700,000 in additional funding is needed to complete renovations; complete sewer, street and site work; pay mechanic's liens, tax penalties, city fees, and water district fees, pay engineering and geotechnical services; and pay escrow fees and costs to transfer Properties to County.

Staff recommends the allocation of up to \$1,700,000 consisting of \$750,000 in Homeless Housing, Assistance, and Prevention (HHAP) Program Funds, \$350,000 in Community Development Block Grant (CDBG) Funds, \$484,251 in Emergency Rental Assistance Program (ERAP) Funds, and \$115,749 in Permanent Local Housing Allocation (PLHA) Funds to County of Riverside Department of Facilities Management to complete Project renovations; complete sewer, street and site work; pay mechanic's liens, city fees and water district fees; pay engineering and geotechnical services; and pay escrow fees and costs to transfer Properties to County.

The terms of the proposed satisfaction of debt and conveyance of Properties from SBX to County are memorialized in the proposed form of the Deed in Lieu of Foreclosure Agreement, attached hereto.

Under a separate agreement with the County's Office of Homeless Solutions dated April 7, 2025, SBX was selected as a service provider through the Youth Homelessness Demonstration Program (YHDP). SBX has housed individuals in the three units that have certificates of occupancy. Those that reside at the SBX facility receive case management and on-going support. To date, the project has served 15 households and 17 individuals. As a permanent supportive housing project, there is no time limit on occupancy.

Given the County issued a Notice of Default, the Office of Homeless Services (OHS) obtained approval from the Riverside County Continuum of Care (CoC) Board of Governance, in its role as the overseer of the Youth Homelessness Demonstration Program (YHDP), to reallocate the existing SBX award to a new provider. As a result, a local bid application was released and closed on January 29, 2026. Applications are currently under review. SBX remains responsible for services until a new operator is identified. All tenants of the facility will have the option to continue residing living at the property, and case management duties will be assumed by the new operator.

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

County Counsel has reviewed and approved as to form the attached form of the Deed in Lieu of Foreclosure Agreement. Staff recommend that the Board approve the attached forms of the Deed in Lieu of Foreclosure Agreement and Grant Deed and authorize the Director of HWS to execute the said documents.

Impact on Residents and Businesses

The renovation of the Properties at 16675, 16659, and 16647 Perris Blvd., will have a positive impact on residents and businesses as it will provide needed affordable housing to homeless, at-risk of homelessness, and chronically homeless individuals. The Project is expected to create permanent maintenance and Properties management jobs and provide permanent supportive housing.

Attachment:

- Form of Deed in Lieu of Foreclosure Agreement
- Form of Grant Deed (attached as Exhibit B to the Agreement)



Stacey Pena, EO Management Analyst 4/22/2026



Aaron Gettis, Chief Deputy County Counsel 4/22/2026

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383
Order No.
Escrow No.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of Riverside
3403 Tenth Street, Suite #300
Riverside, CA 92501
Attn: Juan Garcia

SPACE ABOVE THIS LINE FOR RECORDERS USE

**DEED IN LIEU OF FORECLOSURE AGREEMENT
BETWEEN
SIGMA BETA XI INC.,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION,
AND
THE COUNTY OF RIVERSIDE,
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

This DEED IN LIEU OF FORECLOSURE AGREEMENT (“Agreement”) is made as of the ___ day of _____, 2026 (the “Effective Date”), by and between Sigma Beta Xi Inc., a California nonprofit public benefit corporation (“SBX”), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions, having its principal office at 3403 Tenth Street, Suite 200, Riverside, California 92501 (“County,” and together with SBX, the “Parties”).

RECITALS

A. On April 12, 2022, via Minute Order 3.11, the Board of Supervisors (“Board”) approved the form of that certain the Loan Agreement for the Use of American Rescue Plan Act (ARPA) Funds (“Loan Agreement”) between County and SBX to finance the acquisition of 3.79 acres consisting of five (5) contiguous properties (identified as Assessor’s Parcel Numbers (“APN”) 316-133-032, 316-133-033, 316-133-034, 316-133-035, and 316-133-036, formerly 316-110-010, 316-110-025, 316-110-028, 316-110-026, and 315-110-027 respectively), more commonly known as 16679, 16659, and 16641 Perris Boulevard, Moreno Valley, CA 92551, formerly known as 16675, 16659, and 16641 Perris Boulevard, Moreno Valley, CA 92551 (collectively, the “Properties”) and each more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference, and the construction, rehabilitation, development, installation, improvement, and renovation (“Work”) of existing single family residences and buildings located on the Properties for the Moreno Valley Youth Village Project,

a permanent supportive housing development for transition age youth and families with children (the “Project”), located in the City of Moreno Valley (“City”);

- B. On April 20, 2022, the Parties executed the Loan Agreement for a loan of \$3,914,633.00 (“Loan”) to finance the acquisition of the Properties and the Work on the Project; the Loan Agreement was recorded on each of the Properties on April 29, 2022 in the Official Records of the Office of Riverside County Assessor-County Clerk-Recorder (“Official Records”);
- C. Concurrent with execution of the Loan Agreement, on or about April 20, 2022, SBX executed that certain Promissory Note (ARPA Loan) (“Promissory Note”), secured by that certain Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents) (“Deed of Trust”), executed on April 22, 2022 and recorded on each of the Properties on April 29, 2022 in the Official Records;
- D. Concurrent with the execution of the Loan Agreement, on April 22, 2022, the Parties executed that certain Covenant Agreement (“Covenant”); the Covenant was recorded on each of the Properties on April 29, 2022 in the Official Records, in a first priority lien position senior to all other security instruments pursuant to the terms of the Loan Agreement and Covenant;
- E. On or about April 22, 2022, SBX purchased the Properties utilizing Loan funds and, on or about August 31, 2023, SBX commenced Work on the Project, utilizing its own consultants, general contractor, subcontractors, suppliers, and materials;
- F. On or about September of 2023, SBX requested an extension to complete the Work by February of 2024 (Phase I) and extend the completion date to December of 2024 (Phase II) for sewer, the construction of an Accessory Dwelling Unit (“ADU”), and construction of a newly-proposed Junior Accessory Dwelling Unit (“JADU”);
- G. On November 28, 2023, via Minute Order 3.25, the Board approved and executed that certain Amendment No. 1 to the Loan Agreement for the Use of ARPA Funds (16641, 16659, and 16675 Perris Boulevard, Moreno Valley, CA)(“First Amendment”), extending the completion schedule, incorporating California Department of Housing and Community Development rent limits, and adding a JADU on one of the Properties;
- H. On or about September of 2023, the APNs for the Properties were updated as 316-133-032, 316-133-033, 316-133-034, 316-133-035, and 316-133-036 (formerly 316-110-010, 316-110-025, 316-110-028, 316-110-026, and 315-110-027, respectively), and the addresses were updated as 16679, 16659, and 16641 Perris Boulevard, Moreno Valley, CA 92551 (formerly known as 16675, 16659, and 16641 Perris Boulevard, Moreno Valley, CA 92551);
- I. All documents executed between County and SBX in connection with the Project are referred to collectively as the “County Documents”;

- J. On or about January of 2025, SBX informed the County that the Project was experiencing a funding shortfall;
- K. On or about June 5, 2025, County sent a notice to cure and default letter to SBX informing SBX of the material breach of the Loan Agreement terms and conditions;
- L. On or about May of 2025, SBX defaulted on its payments to Diamond House Construction, Inc. (“Diamond House”); subsequent to the default, Diamond House recorded mechanic’s liens on APNs 316-133-034, 316-133-035, and 316-133-036 in the Official Records on or about July 1, 2025;
- M. On or about May of 2025, SBX defaulted on its payments to Tom Malloy Corporation dba Trench Shoring (“Trench Shoring”) – a subcontractor of Diamond House; subsequent to the default, Trench Shoring recorded a mechanic’s lien on APN 316-133-034 in the Official Records on or about July 3, 2025;
- N. On or about December 8, 2025, SBX defaulted on its payments to Rama Builders Inc (“Rama Builders”); subsequent to the default, Rama Builders recorded a mechanic’s lien on APN 316-133-034;
- O. On or about June 5, 2025, because SBX was unable to perform the Work related to the sewer, the City of Moreno Valley (“City”) took corrective action to remediate a trench condition and SBX now owes City approximately \$28,607.48;
- P. Together, the mechanic’s liens from Diamond House, Trench Shoring, Rama Builders, and City are collectively referred to herein as the “Liens”;
- Q. Section 7(e) of the Loan Agreement warranted that SBX had the experience and capacity to develop and implement the Project and the Work and the County relied on its representation;
- R. SBX acknowledges that the Work on the Project has not been completed in conformance with the County Documents;
- S. Section 30 of the Loan Agreement sets forth the Events of Default, including, but not limited to, monetary events of default, non-monetary events of default, and general performance loan obligations; the incomplete Work and the Liens are both monetary and non-monetary Events of Default as defined under the Loan Agreement;
- T. Section 32 of the Loan Agreement sets forth County Remedies upon the occurrence of Events of Default, authorizing County to take certain actions, including, but not limited to, accelerating the ARPA Loan and demanding immediate full payment of the principal Loan, bringing an action to prevent violations of the terms and conditions of the Loan Agreement,

entering and taking possession of the Project and the Properties to operate and complete the Work the Project, and to pursue any other remedies allowed at law or in equity;

- U. SBX is in default under the Loan Agreement, including, without limitation, by reason of SBX's failure to complete the Work on the Properties in accordance with the County Documents and by reason of the Liens on the Project for the Work. County is entitled to exercise its remedies under the County Documents, including but not limited to, foreclosure of the Properties; and
- V. To avoid foreclosure, and the delays and expenses associated therewith, SBX desires to transfer and convey to County all of SBX's rights, title, and interest in and to the Properties subject to the conditions set forth herein, and on the terms and conditions below; County has agreed to accept such conveyance.

NOW, THEREFORE, in consideration of the covenants and agreements expressed herein, and the recitals set forth above, which form a part of, and are incorporated into this Agreement, it is hereby agreed between the Parties.

AGREEMENT

1. **Satisfaction of Debt.** Upon the occurrence of the Closing (as defined below) and recordation of the Grant Deeds, attached hereto and incorporated herein as **Exhibit B** (collectively, the "Deeds"), County shall accept the conveyance of the Properties in full and complete satisfaction of SBX's obligations under the County Documents. Upon Closing, all indebtedness evidenced and secured by the County Documents shall be deemed satisfied, released, and discharged, subject to the terms and conditions set forth below, and County shall cause reconveyances, releases, or terminations of record of each of the Deeds of Trust, to be executed and recorded in the Official Records (each such document, individually a "Reconveyance," and collectively, the "Reconveyances"). County's acceptance of the Properties pursuant to this Agreement shall constitute full satisfaction of the Loan.

2. **Absolute Conveyance.** The conveyance of the Properties pursuant to this Agreement is a voluntary, intentional, and absolute conveyance of SBX's rights, title, and interest in the Properties to County. It is not intended as a mortgage, deed of trust, security interest, or other instrument of security, and shall not be deemed or construed as such. SBX expressly waives and relinquishes any and all rights of redemption, reinstatement, homestead, or other statutory or equitable rights with respect to the Properties following Closing.

3. **Representations and Warranties of SBX.** SBX represents and warrants to County, as of the Effective Date and as of Closing, as follows:

- a. **Organization and Existence.** SBX is a California nonprofit public benefit corporation, duly organized, validly existing, and in good standing under the laws of the State of California.

- b. Authorization. SBX has full power and authority to execute, deliver, and perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement have been duly authorized by all requisite corporate action of SBX's board of directors.
 - c. Title. SBX is currently the sole owner of fee simple title to the Properties.
 - d. No Conflict. The execution, delivery, and performance of this Agreement by SBX will not (i) conflict with or result in a breach of SBX's articles of incorporation, bylaws, or other governing documents, (ii) conflict with or result in a breach of any material contract, agreement, or obligation to which SBX is a party, or (iii) violate any applicable law, regulation, order, or judgment binding on SBX.
 - e. Litigation. Except as set forth in Recitals K through O, SBX has not received written notice of any pending or threatened litigation, claim, action, or proceeding before any court, governmental authority, or arbitrator relating to the Properties or SBX's ownership thereof.
 - f. SBX further represents and warrants that it has not withheld notice of any claim, demand, lien, dispute, defect, or potential cause of action relating to the Project or the Work, and that no such matters are pending or threatened to its knowledge, except as expressly disclosed in writing to the County prior to the Effective Date.
 - g. SBX further represents that it shall cooperate in identifying and providing documentation concerning any debts, claims, judgments, or obligations asserted against the Properties or arising from the Project or the Work, and shall resolve all debts, claims, judgments, or obligations related to the Project and Work prior to transferring the Properties to County not otherwise set forth herein.
4. **Warranty Assignment**. SBX hereby assigns, transfers, and conveys to the County all warranties, guaranties, representations, and other assurances of performance (collectively, "Warranties") received or held by SBX in connection with the Project and the Work. Such Warranties include, without limitation, all warranties and representations from contractors, subcontractors, suppliers, manufacturers, architects, engineers, consultants, and other design professionals of any tier, relating to the design, workmanship, materials, and equipment incorporated into the Project or the Work. SBX shall deliver to the County all documents and instruments evidencing such Warranties within sixty (60) days of the Effective Date of this Agreement, and shall take all actions and execute all instruments reasonably necessary to vest the County with the full benefit and enforcement rights of such Warranties.
5. **Disclaimer of County Responsibility**. The County's acceptance of the Warranties shall not be construed as an assumption of any liability or obligation for any act, omission, or default of SBX, its contractors, subcontractors, consultants, or suppliers. The County shall have no responsibility for any defective work, materials, or design performed or provided prior to the date of transfer, except to the extent covered by the assigned Warranties. SBX remains solely responsible for all obligations and liabilities arising from construction activities related to the Work undertaken prior to the County's acceptance of the Work, including, but not limited to, the contracts with Diamond House, Rama Builders, and Trench Shoring.

6. **Cooperation on Warranties.** SBX agrees to cooperate with the County in enforcing any assigned Warranties and to provide all documents, correspondence, and contact information necessary to make such Warranties fully effective for the County's benefit.
7. **Architectural and Engineering Designs.** SBX shall provide the County with full and complete access to all architectural and engineering designs, drawings, specifications, and related documentation for the Work on the Project. SBX shall also make available to the County all architects, engineers, consultants, and design professionals who performed Work on the Project, for purposes of clarification, warranty enforcement, and technical support.
8. **Permits and Entitlements.** SBX shall provide the County with all permits, entitlements, approvals, and other governmental authorizations obtained in connection with the Project.
9. **County's Non-Assumption of Liabilities.** The County's acceptance of such documents and Warranties shall not constitute an assumption of any liability or obligation for the acts, omissions, or defaults of SBX or its contractors, subcontractors, consultants, design professionals, or suppliers. SBX shall remain solely responsible for any obligations, claims, or liabilities arising the Work undertaken prior to the Reconveyances of the Properties.
10. **Testing and Reports.** SBX shall provide to the County all compaction, geotechnical, materials testing, environmental, and hazardous materials reports, studies, and data prepared in connection with the Project and Work. SBX shall assign and transfer to the County any warranties, certifications, or rights of reliance provided by the preparers of such reports to the extent permitted by law.
11. **County's Non-Assumption of Liabilities for Testing and Reports.** The County's receipt or use of such reports shall not constitute an assumption of responsibility or liability for the accuracy, completeness, or conclusions of the reports, nor shall it relieve SBX of any responsibility for the Work or conditions addressed therein.
12. **County's Non-Assumption of Financial Liabilities to SBX's Contractors, Consultants, Design Professionals, and all Tiers of Subcontractors.** Except for the Liens, County shall not assume, and shall have no responsibility for, any debt, liability, or financial obligation of SBX, including but not limited to any past due payments owed to contractors, subcontractors, consultants, suppliers, or any other parties arising from or related to the Project and the Work. County shall not be responsible for any claims, liens, or demands for payment associated with the Work, services, or materials furnished for the Project that occurred prior to the Reconveyances of the Properties and not otherwise set forth herein. All such obligations shall remain the sole responsibility of SBX.
13. **Representations and Warranties of County.** County represents and warrants to SBX that it has obtained all necessary internal approvals (**other than Board Approval as provided in Section 17**), to enter into this Agreement and to perform its obligations hereunder, including acceptance of the Reconveyances of the Properties.

14. **Insurance Cooperation.** SBX shall maintain or cause to be maintained all insurance policies covering the Project or the Work through the date of recordation of the Deeds and Closing, whichever is later, and shall cooperate with County in making any claims under such policies for the benefit of the County or its affiliates. SBX shall promptly notify the County of any potential or actual claim, demand, or action that could give rise to an indemnified loss under this Agreement.

15. **Closing and Deliverables.**

- a. Opening of Escrow. The Parties agree that an escrow (“Escrow”) shall be opened with an escrow holder selected by the County (the “Escrow Holder”). Upon execution of this Agreement, the Parties shall promptly provide the Escrow Holder with all instructions, documents, and funds required to open and maintain the Escrow in accordance with this Agreement and applicable law.
- b. Closing. The closing of the transactions contemplated herein (the “Closing”) shall occur upon the following conditions:
 - i. Recordation of the Deeds.
 - ii. Reconveyance evidencing satisfaction and release of the Loan and Reconveyance of each of the Deeds of Trust.
 - iii. County shall pay off the Liens and taxes currently outstanding to obtain free and clear title to the Properties.
 - iv. Time is of the essence with respect to Closing.
- c. Deliverables by SBX. At or prior to Closing, SBX shall deliver to County or into such Escrow:
 - i. Executed and recordable Deeds for each of the Properties;
 - ii. At or prior to Closing, SBX shall deliver possession of the Properties;
 - iii. All keys, access codes, and possession of the Properties; and
 - iv. Such other customary affidavits, certificates, and instruments as set forth in this Agreement, and as may be reasonably requested by County or the title company, insuring County’s title to each Property, if applicable, to consummate the transfer.
- d. Deliverables by County. At or prior to Closing, County shall deliver into Escrow executed and recordable Reconveyances evidencing satisfaction and release of the Loan and reconveyance of each of the Deeds of Trust.
 - i. Closing and Possession; Forty-Five (45) Day Transition. The Parties acknowledge that SBX requires a reasonable transition period to vacate the Properties. Accordingly, the Parties agree as follows: (i) the Closing shall occur on a date mutually agreed by the Parties, which shall be no later than forty-five (45) days after the Effective Date, Unless extended by mutual written agreement, and (ii) regardless of the Closing Date, SBX shall have up to forty-five (45) days from Effective Date to vacate the Properties and deliver possession to County, unless SBX delivers possession earlier.
- e. Costs. Each Party shall bear its own legal and transaction costs. County shall bear the cost of recording the Deeds and related Reconveyances. Any applicable transfer taxes shall be allocated in accordance with law, subject to any exemption applicable to conveyances to a governmental entity.

- f. Termination of Loan Agreement and County Documents. One Hundred and Twenty (120) Days after Closing, if all conditions are met under this Agreement, the Parties shall execute a Termination Agreement of the County Documents.
16. **Taxes, Walkthrough, and Condition of Properties.**
- a. Property Taxes. SBX shall not be responsible for payment of any property taxes, assessments, penalties, tax liens, or interest that may have accrued or become due and payable with respect to the Properties prior to Closing. County acknowledges and agrees that such obligations of SBX, if any, shall not survive Closing and shall not be enforced against SBX.
- b. Walkthrough. As a condition to submission by County of this Agreement for County Approval in accordance with **Section 16** (the “Board Submission”), SBX shall make the Properties reasonably available for inspection and walkthrough by County at a mutually agreed date and time (the “Walkthrough”). SBX shall cooperate in arranging the Walkthrough.
17. **County Approval.**
- a. Board Approval Required. The Parties acknowledge that execution of this Agreement does not itself effectuate the conveyance of the Properties or require either Party to proceed to Closing. County’s obligation to proceed with the Closing and to accept delivery of the Deeds in satisfaction of the Loan is ***expressly conditioned upon approval of this Agreement and the transactions contemplated hereby by the Riverside County Board of Supervisors*** (“Board Approval”).
- b. Effect of Approval. Upon receipt of Board Approval, the Parties shall diligently and in good faith take all actions necessary to consummate the transactions contemplated herein without unreasonable delay.
- c. Effect of Non-Approval. If Board Approval is not obtained, this Agreement shall be null and void, each Party shall bear its own costs incurred in connection with the negotiation and execution of this Agreement, and the County may pursue any other remedies allowed at law or in equity or set forth in the Loan Agreement.
18. **Indemnities.**
- a. As part of the consideration exchanged pursuant to this Agreement, SBX hereby agrees to indemnify, defend (with counsel reasonably acceptable to County), and hold harmless the County, its divisions, departments, agencies, districts, special districts, nonprofit public benefit corporation affiliates, the Housing Authority of the County of Riverside, the Riverside County Board of Supervisors, the Riverside County Board of Commissioners, and all of their respective elected and appointed officials, employees, agents, successors, and assigns (collectively, “County Indemnitees”) from and against any and all claims, demands, causes of action, liens, obligations, liabilities, losses, damages, penalties, fines, judgments, costs, and expenses (including, without limitation, reasonable attorneys’ fees, expert fees, and costs of defense) of every kind and nature, whether known or unknown, fixed or contingent, suspected or unsuspected, arising out of or related in any way to: (a) the County Documents, the Loan Agreement, the Project, the Properties, and/or the Work; (b) any act, omission, negligence, or default of SBX, its officers, directors,

employees, agents, contractors, subcontractors, consultants, suppliers, or any tier thereof, occurring before or after the Effective Date of this Agreement; (c) any claims, demands, causes of action, liens, obligations, liabilities, losses, damages, penalties, fines, judgments, costs, and expenses incurred by any third party (including any governmental agency or regulatory authority) arising from or in any way connected to the Project or the Work; and (d) any defect, deficiency, or condition in design, construction, workmanship, materials, or property improvements, whether latent or patent, discovered after the Effective Date.

- b. This indemnity shall apply to all claims, whether known or unknown, fixed or contingent, suspected or unsuspected, and shall survive the execution, delivery, and performance of this Agreement, as well as the Reconveyance of the Properties and assignment of Warranties, and shall continue in full force and effect thereafter.

19. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be given by (i) personal delivery; (ii) registered or certified United States Mail, postage prepaid, return receipt requested; (iii) facsimile, if transmitted by a machine that produces a transmission report verifying the date and time of transmission and the telephone number to which transmitted, and a confirming hard copy is mailed to the recipient; or (iv) overnight delivery service that issues a receipt. In the case of mail, facsimile transmission report, and courier, such notice shall be addressed to the appropriate party at the address set forth below. Notice given by personal delivery shall be effective upon delivery; notice given by mail will be effective upon receipt or upon the date of refusal of receipt, whichever is earlier; notice given by facsimile will be effective on the date shown on the transmission report; and notice given by overnight delivery service will be effective on the date of receipt or the date of refusal of receipt, whichever is earlier.

If to SBX: Sigma Beta Xi Inc.
 Attn: Darrell Peeden
 14340 Elsworth Street, Suite B104
 Moreno Valley, CA 92553

If to County: County of Riverside
 Attn: Juan Garcia, Deputy Director
 Department of Housing and Workforce Solutions
 3403 Tenth Street, Suite 200
 Riverside, CA 92501

Such address or telephone number may be changed by written notice pursuant to this Section. Failure to conform to the requirements of this Section shall not defeat the effectiveness of any notice actually received by the addressee.

20. **Independent Counsel Review.** The Parties acknowledge and agree that this Agreement is the product of an arm's-length negotiation between sophisticated parties. Each Party has had the opportunity to consult with, and has consulted with, its own independent legal counsel regarding the terms and conditions of this Agreement, and has been fully advised by their own

attorneys with respect to their rights and obligations hereunder. Accordingly, no presumption or rule of interpretation shall apply against any Party as the drafter of this Agreement.

21. **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits, or remedies upon any person or entity other than the Parties. No third party shall have any right to enforce any provision of this Agreement.

22. **Attorneys' Fees.** Each Party shall bear its own attorneys' fees, consultant fees and costs, incurred in connection with the negotiation and execution of this Agreement. Should any action be taken to enforce this Agreement, the prevailing party shall be entitled to its reasonably incurred attorneys' fees and costs. The determination of the "prevailing party" shall be based upon the party who prevails upon all of the matters actually litigated and shall not be determined solely based on the party receiving a net monetary recovery.

23. **Authorization to Execute.** The Parties represent and warrant as of the Effective Date of this Agreement that the person executing this Agreement is duly authorized to do so, that this Agreement constitutes a valid and binding obligation, that there are no pending agreements, transactions or negotiations to which any of them is a Party that would render this Agreement or any part of this Agreement void, voidable, or unenforceable. Each individual executing this Agreement on behalf of each Party warrants and represents that he or she is duly authorized by that Party to execute this Agreement on its behalf.

24. **Binding on Successors and Assigns.** This Agreement shall be binding upon the Parties, and their respective beneficiaries, trustees, successors, and assigns.

25. **Severability.** If any part of this Agreement shall be determined to be illegal, invalid, or unenforceable, that part shall be severed from the Agreement and the remaining parts shall be valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the Parties.

26. **Survival.** The representations and warranties, and indemnities of the Parties contained herein shall survive the Closing and delivery and recordation of the Deeds and Reconveyances.

27. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, without regard to conflict of laws principles.

28. **Entire Agreement.** This Agreement, together with the exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, and understandings, whether oral or written.

29. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, SBX and County have executed this Agreement on the day and year first above written.

**SIGMA BETA XI INC.,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT
CORPORATION**

form-do not sign

By: Darrell A. Peeden, MPP

Its: Co-Chief Executive Officer

**COUNTY OF RIVERSIDE, A POLITICAL
SUBDIVISION OF THE STATE OF CALIFORNIA,
ACTING BY AND THROUGH ITS DEPARTMENT
OF HOUSING AND WORKFORCE SOLUTIONS**

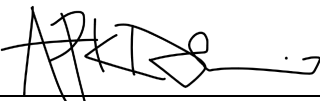
By: _____
form-do not sign

Heidi Marshall, Director, Housing &
Workforce Solutions

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, County Counsel

By:  _____

AMRIT P. DHILLON
Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

PARCEL ONE: (APN: 316-133-032, formerly 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: 316-133-033, formerly 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: 316-133-035, formerly 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: 316-133-036, formerly 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: 316-133-034, formerly 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.

EXHIBIT B
FORM OF GRANT DEED
(Behind This Page)

OFFICIAL BUSINESS

Document entitled to free
recording per Government
Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

County of Riverside
3403 Tenth Street
Riverside, CA 92501
Attn: Mervyn Manalo

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**APN: 316-133-032, 316-133-033, 316-133-036,
316-133-035, AND 316-133-034,
FORMERLY 316-110-010, 316-110-025, 316-110-026,
316-110-027, and 316-110-028**

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the SIGMA BETA XI INC., a California nonprofit public benefit corporation, herein called "Grantor," hereby grants to COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called "Grantee," the real property, hereinafter referred to as the "Property," described in Exhibit "A" hereto and incorporated herein by this reference.

1. SUBJECT TO:
 - (a) Taxes and assessment which are a lien, but which are not yet billed, or are billed but are not yet due and payable, including non-delinquent real property taxes and non-delinquent special assessments.
 - (b) All covenants, conditions, easements, restrictions, liens, encumbrances, other matters of record, and all matters affecting the status of title which are discoverable by an accurate survey; and
 - (c) All laws, regulations or ordinances (including, but not limited to, zoning, building and environmental laws, regulations and ordinances) applicable to the Property.
2. Title to the Property is conveyed hereto subject to all recorded liens, encumbrances, covenants, encroachments, assessments, easements, leases and taxes.
3. The Grantee covenants and agrees for itself and its successors, assigns and any successor in its interest to the Property, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, national origin, ancestry, age, physical handicap, medical condition, marital status, sex or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any portion thereof, nor shall the Grantee itself or any person claiming under or through it, establish or permit

any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, leases, subtenants, sublessees, or vendees in the Property or any portion thereof. The foregoing covenants shall run with the land.

All deeds, leases or contracts made relative to the Property, the Improvements thereon, or any part thereof shall contain or be subject to substantially the following non-discrimination or non-segregation clauses:

(a) In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

(b) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.” [Remainder of Page Intentionally Blank]

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized.

“GRANTOR”

SIGMA BETA XI INC.,
A CALIFORNIA NONPROFIT PUBLIC
BENEFIT CORPORATION

By: _____
Darrell Peeden, Co-Chief Executive Officer

Date: _____

(Above signature needs to be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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)

) ss:

COUNTY OF _____)

On _____, 20__, before me, _____, Notary Public, personally appeared _____, 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

Grantee accepts and agrees to all of the terms and provisions of this Grant Deed.

“GRANTEE”

COUNTY OF RIVERSIDE, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA, ON BEHALF OF ITS
DEPARTMENT OF HOUSING AND
WORKFORCE SOLUTIONS

By: _____
Heidi Marshall
Director

Date: _____

(Above signature needs to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN
COUNTY COUNSEL

By: _____
Amrit P. Dhillon
Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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)

) ss:

COUNTY OF _____)

On _____, 20__, before me, _____, Notary Public, personally appeared _____, 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

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

PARCEL ONE: (APN: 316-133-032, formerly 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: 316-133-033, formerly 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: 316-133-035, formerly 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: 316-133-036, formerly 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 89° 40' EAST, ON THE NORTH LINE OF SAID LOT, 225 FEET TO THE POINT OF BEGINNING.

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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:

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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.

Flores, Kate

From: Roy Bleckert <sprintcar166@gmail.com>
Sent: Monday, April 27, 2026 2:16 AM
To: Supervisor Medina - 1st District; Office of 2nd District Supervisor; District3; District 4 Supervisor V. Manuel Perez; District 5; Van Wagenen, Jeffrey; Benoit, Ben J; Sharp, Donald; Bianco, Chad; michaelhestrin@rivcoda.org; mtran@rivco.org; Corey Jackson; admin@sigmabetaxi.com; Bilal.Essayli@usdoj.gov; inquiries@rivcoda.org; ciaran.mcevoy@usdoj.gov; usacac.citizen.complaints@usdoj.gov; Walsh, Michael; Perez, Juan; Britt, Kimberly; Marshall, Heidi; Ulises Cabrera; Erian Gonzalez; Edward A. Delgado; Elena Baca-Santa Cruz; Cheylynda Barnard - Mayor Pro Tem - Council District 4; Brian Mohan; Sean P. Kelleher; Steve Quintanilla; City Clerk; Patty Rodriguez; Clerk of the Board
Subject: POSSIBLE FRAUD & Political Corruption or? Corey Jackson/SBX Agenda Item 3.12 RivCo Board of Supervisors (BOS) Mtg 4/28/26
Attachments: INFLECTION POINT 7620 23.JPG

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Subject: SBX MOVAL HOMELESS HOUSING PROJECT PROJECT AGENDA ITEM 3.12 RIVERSIDE COUNTY BOARD OF SUPERVISORS 4-28-26

This Whole SORTED AFFAIR , if there ever was one DEMANDS a Investigation into the Possible, Fraud, Political Payoff & or glad handed deals,, Deception @ the Highest degrees or best TOTAL incompetence for this matter to get to this egregious set of circumstances !!!

Before we get to the Messy Details some Technical questions & requests

1) Is the \$1.7 Million dollars requested to finish this project in addition to the \$3.9 Million already appropriated for this Project, bringing the total to \$5.6 Million dollars?

2) If the Board passes this item, it should include a instruction To RivCo CEO JWV, to publicly post EVERYTHING related to this project, including but not limited to, Every Communication, Payment , Contract , Videos, Board meetings or anything related to this project, whether it be a public or private person or entity within 30 days of passing this item!

BACKGROUND

My Understanding from the from evidence collected, @ the BOS mtg of 4-12-22 (see M Walsh att) It appears that in early 2021 Riverside County entered into discussions with SBX a non profit that has been well associated with Corey Jackson (CJ) n over obtaining ARPA funds for Home Key/Homeless housing in Moreno Valley! What raises eyebrows about this is CJ is Elected member of the Riverside County Board of Education (RCOE) & appears to be CEO of SBX! CJ is also very involved with BOS redistricting making several appearances @ the public meeting on this matter! On 4-12-22 the BOS passed with a 5-0 vote awarding SBX \$ 3.9 Million to repurpose 3 OLD MoVal homes into Homeless housing including 24 Beds, a ADU & a Tech Center, all of this to be Fully

operational by June of 2023! Also of note is Housing & Workforce Solutions (HWS) Mike Walsh stated @ The 4-12-22 BOS hearing SBX was a strong service provider, but needed technical assistance to be provided the RivCo to tackle this project he also stated HWS would be closely monitoring this project (possibly suggesting these Cats could not handle the responsibilities given to them?) This is where it Gets interesting!

MOVIN ON UP

In Nov of 2022 CJ gets elected to the Ca State Assembly Dist 60 which includes the MoVal Perris SJ area! He up & resigns as CEO of SBX turning it over to Darrel Peeden A purported founder of SBX (along with CJ) & others, to carry out the responsibility of performing on the BOS ARPA project in MoVal! All seems hunky dory until June 20 2023 when a City of Moreno Valley Agenda Item on the Consent Calendar A.28 (See Inflection Point Att Below) shows up asking for \$10 Million for a Ca Homekey project on Perris Blvd , which yours truly questioned @ that Council meeting as it was very vague if @ all that this had anything to do with SBX, CJ as a Assembly member or possibly MV Mayor Ulises Cabrera , who it appears has political financial ties to CJ when you examine his 460's! The MV Council passes the item & that touches off another firestorm!

THE VOLCANO BEGINS TO ERUPT

MV Councilmembers Ed Delgado & Elena Baca call a special meeting on a SUNDAY on July 9th 2023 as they became aware the request was ultimately by SBX on the MoVal Perris Blvd property, in that Public Hearing SBX CEO Darrell Peeden (DP) spoke in Public Comments on this matter & made some interesting assertions! He states he will partner with the the City of MV to bring \$10 Million in HomeKey Homeless housing to MoVal! He indicates SBX already has a SHOVEL READY PROJECT! Yet the Perris Blvd Property This Project which is already supposed to be completed & fully operational is 3 delaptated Houseses, Weeds that look like trees (The BOS has this cuz yours truly sent you the pics of this) & ZERO work done in over a year! DP also states he has \$4 Million in APRA Funding, a partner in RivCo to pull this MIRACLE off! He even admits to going thru planning for a project that was SUPPOSED TO BE COMPLETE & FUNCTIONAL! He also states He, his Staff & Moreno Valley are working hard to get these funds, the BIG QUESTION is for what purpose? He also makes the accusation this is about CJ , maybe it is but maybe not in the connotation DP was framing it! DP also stated Don't politicize young people! Was this a deep fake for what was really behind this?

PUBLIC SEZ WTH

At the 7-18-23 BOS meeting MoVal resident Bob Palomarez (BP) spoke in Public Comments (See Bob & Roy att) BP stated that this project which was supposed to be done & operational is ONLY GROWING WEEDS , he asked were has the \$\$\$ gone! He called for an investigation into this project! BP also stated that CJ toured another project similar to the SBX project in the summer of 23 with MV Mayor Cabrera tag teaming (why were they hiding the SBX project?) , yet he did not tour or highlight the project he concieved & in his Assembly district (Gee I wonder why?) After BP spoke , I addressed the Board on this Issue & stating the BOS has been warned on the PITFALLS of these decisions , yet keeps repeating the mistakes of the past! I provided the BOS with documented evidence on the project in the next few months after this meeting , mostly to no avail of the BOS as I

reflect back on this!

BOS DECIDES TO DOUBLE DOWN ON THIS

After many Meetings & Conv with HWS Walsh , Supervisor Gutierrez's staff including CoS Jamie Hurtado & Evan Morgan , my mounds of evidence & public testimony (See SBX 11 28 23 att) telling them NOT to extend or grant SBX any more time to perform on this Cluster FoxTrot of a project to cut your losses. & move on. the BOS made the decision (I believe history will show a VERY UNWISE decision @ best , who knows @ worst) @ the 11-28-23 Mtg to extend the time for them to complete the project, so here we are 2 years or more later The County is proposing to REPO the project, ,rebuild or repair it, settle Liens on the property & pending Lawsuits, Plus get a new operator to run the facility , for the supposed to the so called strong service provider SBX! I could go one till far past we will all be looking @ the Roots of the Grass, it's really a crying shame our government can not see the obvious!

CONCLUSION

If the BOS passes this Item , again the Item should be amended to state EVERYTHING related to this project will be released in 30 days! That the Riverside Sheriff's Dept, District Atty & DOJ will launch a joint investigation into this! If it is Criminal & or Corruption or just impotence or more? Accountability should be key in this to prevent this from occurring again !!! & if you believe my understanding of this matter is not correct , please feel free to enlighten me on the subject matter!

Respectfully submitted by the best dang 3 minute speaker y'all R ever gonna know !!! Roy



M Walsh 4 12 22.mp4



d Peeden 7 9 23.mp4



Bob & Roy 7 18 23.mp4



SBX 11 28 23.mp4

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Roy Bleckert..... 1 Rad Bad Dude !!!!! 951 208 9967

Confidentiality Statement: The information contained in this transmission is privileged and confidential. It is intended only for the recipient(s) named above. If you are not the intended recipient, please forward this to the intended recipient immediately. Anyone other than the intended recipient is strictly prohibited from any dissemination, distribution or copying of this transmission. If you have received this in error, please contact the sender immediately and destroy the transmission.

- A.28. APPROVE RESOLUTION NO. 2023-XX OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE JOINT APPLICATION WITH INFLECTION POINT DESIGN AND DEVELOPMENT GROUP, LLC TO AND PARTICIPATION IN THE HOMEKEY PROGRAM (Report of: Financial & Management Services)

Recommendations:

1. Approve Resolution No. 2023-XX of the City Council of the City of Moreno Valley, California, authorizing the joint application with Inflection Point Design and Development Group, LLC to and participation in the Homekey program.
2. Authorize the Assistant City Manager/Chief Financial Officer to execute the Application, MOU and any Homekey Documents on behalf of the City of Moreno Valley, for participation in the Homekey Program.

✓

**Riverside County Board of Supervisors
Request to Speak**

Submit request to the Clerk of the Board (right of podium), individual speakers are limited to a maximum of three (3) minutes, subject to Board Rules listed on the reverse side of this form. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

SPEAKER'S NAME: Bob Palomarez

Address: 24766 THORNBERY Cir.

City: MORENO VALLEY Zip: 92557

Phone #: 951-289-2648

Date: April 28 - 2026 Agenda # 3.12

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: _____

Do you need a Spanish translator? Yes _____ No

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:

Notwithstanding any other provisions of these rules, 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. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

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, ensuring 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. Speakers are prohibited from bringing signs, placards, or posters into the hearing room.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board. Please step up to the podium when the Chair 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 flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chair 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 Chair'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 front bottom of the form.

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SPEAKER'S NAME: Roy B. CUTLER

Address: _____

City: _____ Zip: _____

Phone #: _____

Date: _____ Agenda # 3.12

PLEASE STATE YOUR POSITION BELOW:

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

_____ Support _____ Oppose _____ Neutral

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