

*Exempt from Recording fees pursuant to
Section 27383 of the Government Code*

RECORDING REQUESTED BY:

County of San Mateo Department
of Housing

WHEN RECORDED, MAIL TO:

County of San Mateo Department
of Housing
264 Harbor Blvd. Bldg. A
Belmont, CA 94002

PONY DOH 209

Attn: Anthony Parenti

(This Space for Recorder's Use Only)

AMENDED DECLARATION OF AFFORDABILITY COVENANT

Pursuant to this Declaration of Affordability Covenant (the "Affordability Covenant"), **Therese Ambrosi Smith** (the "Owner") agrees that **two (2)** of the units located on the property described in the attached Exhibit "A" and more commonly known as 1585 Sunshine Valley Road (the "Project"), shall be restricted for a period of **20 years** from the date of receipt of the Certificate of Occupancy or an equivalent document acceptable to the County of San Mateo ("County") in order to remain continuously affordable to lower income tenants. This Affordability Covenant shall be binding on the Owner and any and all successors in interest.

1. The County of San Mateo Department of Housing – Affordable Housing Definitions

The following definitions shall be incorporated by reference in this Affordability Covenant:

A. Determination of Restricted Unit

"Restricted Unit" means a residential unit that is subject to rent and occupancy restrictions as a result of the financial assistance provided by County, as specified in the "Agreement Between County of San Mateo and Highway 92 Succulents, Inc. to Assist with 1585 Sunshine Valley Road for the Period of January 1, 2021 through December 31, 2023" (the "Agreement"), and Affordability Covenant.

For this Affordability Covenant, **two** unit(s) will be considered Restricted Unit(s).

B. Affordability Requirements

All Restricted Unit(s) utilizing funding from the Farm Labor Housing Program must remain affordable for a minimum of 20 years from the date of the Certificate of Occupancy or some other document acceptable to County ("Project Completion").

- i. **Income Limits:** All Restricted Unit(s) must be rented to very low Income (at or

below 50 percent of Area Median Income for San Mateo County as published annually by the United States Department of Housing and Urban Development) farmworkers employed in San Mateo County ("Farmworker Tenants").

- ii. Rent: Rent and any other housing-related expenses must be at or below thirty percent (30%) of the Farmworker Tenant's gross income.

Rent will be set and determined according to the Extremely Low-Income level of HUD's Maximum Affordable Rent Payment Schedule (the "Schedule"), which is posted at <http://housing.smcgov.org/income-and-rent-limits>, as periodically updated, are incorporated herein. After one year of occupancy by qualifying Farmworker Tenants, rents may be adjusted annually based on the Schedule for the duration of the Loan.

C. Compliance

County will periodically monitor the Project to ensure that the Restricted Unit(s) are in compliance with these affordability requirements.

2. Enforcement

The Owner grants to the County the right to take any and all legal action necessary to enforce the provisions of this Affordability Covenant, and the Owner shall be responsible for all reasonable legal expenses incurred by the County in the enforcement of this Affordability Covenant.

3. No Waiver

The County shall have the right to waive any and all breaches of the terms of this Affordability Covenant, but any such waiver shall not be deemed a waiver of any previous or subsequent breaches.

IN WITNESS WHEREOF, this Affordability Covenant has been fully executed.

Therese Ambrosi Smith

By: 

10/11/23
Date

Title: Owner

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Mateo

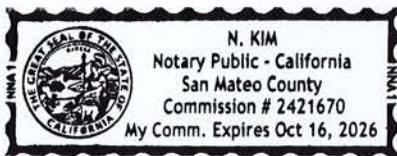
On October 11, 2023 before me, N. Kim, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Therese Ambrosi Smith
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature N. Kim
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amended Declaration of Affordability Covenant

Document Date: 10/11/23 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

Exhibit "A"

LEGAL DESCRIPTION

Real property in the City of Moss Beach, County of San Mateo, State of California, described as follows:

PARCEL I:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PORTION OF LOTS 9 AND 10, AS DESIGNATED ON THE MAP ENTITLED, "HALF MOON BAY COLONY, BEING A PORTION OF RANCHO CORRAL DE TIERRA (PALOMARES) SAN MATEO COUNTY, CAL.", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 3, 1879 IN UBER "D" OF MAPS AT PAGE 5 AND A COPY THEREOF ENTERED IN UBER 1 OF MAPS AT PAGE 62, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 10 WITH THE SOUTHWESTERLY LINE OF THE LANDS CONVEYED BY LESLIE G. AND NORMA J. DODGE, HIS WIFE, ET AL, TO ELEANOR MAE MILLER BY DEED RECORDED DECEMBER 22, 1958 IN BOOK 3516 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 561 (4651-R); THENCE FROM SAID POINT OF BEGINNING NORTH 61° 52' WEST ALONG SAID SOUTHWESTERLY LINE OF THE LANDS OF MILLER, A DISTANCE OF 446.54 FEET TO THE WESTERLY LINE OF THE LANDS CONVEYED BY EDWARD MARLOW AND ELOISE MARLOW, HIS WIFE TO LESLIE G. DODGE, ET AL, BY DEED RECORDED JUNE 21, 1957 IN BOOK 3238 OF OFFICIAL RECORDS AT PAGE 72 (60954P); THENCE SOUTH 39° 34' WEST, AND SOUTH 01 ° 22' EAST TO THE INTERSECTION WITH THE NORTHERLY LINE OF THE LANDS CONVEYED TO CARL C. HOMER AND HELEN B. HOMER, HIS WIFE, BY DEED RECORDED SEPTEMBER 3, 1958 IN BOOK 3451 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 216 (71812Q); THENCE SOUTH 61° 41' 20" EAST ALONG SAID NORTHERLY LINE OF THE LANDS OF HOMER, A DISTANCE OF 473.77 FEET TO THE EASTERLY LINE OF LOT 9 OF THE HALF MOON BAY COLONY; THENCE NORTH 28° 18' 40" EAST ALONG THE EASTERLY LINE OF LOTS 9 AND 10 OF SAID HALF MOON BAY COLONY, A DISTANCE OF 279.27 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND GRANTED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 5, 1971 IN BOOK 5936 AT PAGE 411, OFFICIAL RECORDS.

ALSO SHOWN AS A RECORD SURVEY FILED FEBRUARY 16, 2005 IN BOOK 27 OF L.L.S. MAPS AT PAGE 100.

APN: 037-053-080
JPN: 037-005-053-08

Recording Requested By
And When Recorded Mail To:

County of San Mateo Department of Housing
264 Harbor Boulevard, Building A
Belmont, CA 94002
Attention: A. Parenti, PONY # DOH 209

Exempt from Recording Fees pursuant to
Section 27383 of the Government Code

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO CERTAIN LOAN DOCUMENTS

This Assignment and Assumption Agreement and Amendment to Certain Loan Documents ("Agreement") dated as of October 11, 2023 (the "Effective Date") is entered into by and among Highway 92 Succulents, Inc. a California a general stock corporation ("Assignor"), Therese Ambrosi Smith ("Assignee") and the County of San Mateo ("County"). Capitalized terms used but not defined herein are used with the meanings set forth for those terms in the Loan Agreement (as defined below).

RECITALS

A. Assignee is receiving additional funding to complete its farmworker housing project on property located at 1585 Sunshine Valley Road, Moss Beach, California (the "Property"), and therefore Assignor desires to assign and transfer to Assignee the terms of the Agreement between the County of San Mateo Department of Housing and Highway 92 Succulents, Inc. to Assist with 1585 Sunshine Valley Road dated April 28, 2022 ("Loan Agreement"), pursuant to which County issued a loan to Assignor in a total amount not to exceed \$300,000 (the "Loan") for setup, purchase, and installation of two new housing units for agricultural workers on the Property.

B The obligations of Assignor to repay the Loan are evidenced by a Promissory Note dated April 6, 2022 in the principal amount of \$300,000 (the "Note"), and are further evidenced and/or secured by (i) that certain Amended Deed of Trust and Assignment of Rents dated October 11, 2023 (the "Deed of Trust") recording concurrently herewith.

C. The Assignor desires to assign and transfer the terms of the Amended Declaration of Affordability Covenant (the "Covenant") to the Assignee as evidenced by the Covenant dated October 11, 2023, recording concurrently herewith.

D. The Loan Agreement, the Note, the Deed of Trust and Declaration of Affordability Covenant are collectively referred to herein as the "Loan Documents." The Assignor and the County represent and warrant that currently there is no existing default under the Loan Documents and as of the Effective Date, the Loan Documents are the sole documents governing the Loan, and that following the full execution of this Agreement, no actions of Assignor will cause a default under the Loan Documents.

E. Assignor, Assignee and County desire for Assignor to assign the Loan Documents to Assignee and, concurrently therewith, for Assignee and County to make certain modifications to the Loan Documents, as more particularly set forth herein.

F. Concurrently herewith, to secure the loan and document the Loan affordability restrictions, Assignee will execute and record in the Official Records of San Mateo County a Deed of Trust And Assignment of Rents and a Declaration of Affordability Covenant.

NOW, THEREFORE, Assignee, Assignor and County, hereby agree as follows:

1. Assignment and Assumption of Loan Documents.

(a) Assignment by Assignor. Assignor hereby assigns to Assignee all of Assignor's rights and obligations under the Loan Documents. However, Assignor is solely responsible for all obligations and liabilities pursuant to the Loan Documents prior to the full execution of this Agreement.

2. Assumption by Assignee. Assignee hereby accepts the above assignments and hereby assumes all of the rights, obligations, covenants, and agreements of Assignor under the Loan Documents that are being assigned to Assignee pursuant to this Agreement. Any reference to Assignor in the Loan Documents shall be deemed a reference to Assignee. However, Assignee assumes no responsibility of any obligations and liabilities pursuant to the Loan Documents prior to the full execution of this Agreement.

(a) Payment of Obligations and Release. Assignee agrees that all amounts due from Assignor pursuant to the Loan Documents shall be assumed by Assignee in the principal amount of \$400,000 as of the date of this Agreement. Assignee hereby releases Assignor from all obligations imposed under the Loan Documents, which first arise after the assumption of the Loan by Assignee.

(b) Consent to Assignment. County hereby consents to the assignment of the Loan Documents from Assignor to Assignee and hereby releases Assignor from all obligations imposed under the Loan Documents.

3. Amendment to Certain Loan Documents.

4. Effective upon recordation of this Agreement, the following Loan Documents shall be amended as follows:

(a) The Loan Agreement shall be amended as follows:

i. Section 3 of the Loan Agreement entitled "Disbursement" is amended as follows:

Subject to Borrower's satisfactory performance of the terms and conditions set forth herein, including but not limited to Exhibit A, County shall disburse funds, as defined below to Borrower in accordance with the rates and in the manner specified in Exhibit B. County reserves the right to withhold disbursements if County

determines that Borrower's performance of applicable terms and conditions is unacceptable or documentation evidencing performance is unacceptable; provided County shall provide Borrower with 45 days' notice and opportunity to cure. In no event shall County's total fiscal obligation under this Agreement exceed four hundred thousand dollars (\$400,000) (the "Loan").

- ii. Section 7 of the Loan Agreement entitled "Term and Termination" is amended as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2021 through June 30, 2024, unless otherwise modified in Exhibit A.

County may terminate this Agreement for cause after giving Borrower written notice of any breach or default under this Agreement and after the expiration of 45 days from the date of such notice to cure said breach or default, if Borrower fails to cure said breach or default to the satisfaction of County, in County's sole discretion; provided however, if breach or default is curable but not of the nature which can be readily cured within 45 days, and Borrower has commenced to cure such breach or default within the 45 day period and is diligently pursuing such cure to completion, Borrower shall have such additional period of time as is reasonably necessary to cure the breach or default. If a default shall occur and be continuing (i.e. Borrower shall fail to cure or to commence to cure), County may pursue all rights and remedies available under this Agreement, and under the accompanying Promissory Note, Deed of Trust and Assignment of Rents and Declaration of Affordability Covenant (collectively with Agreement, the "Loan Documents").

County reserves the right to waive any and all breaches of this Agreement, and any such waiver will not be deemed a waiver of all previous or subsequent breaches. In the event County chooses to waive a particular breach of this Agreement, it may condition same on payment by Borrower of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.

- b. Exhibit A to the Loan Agreement shall be amended as follows:

- i. Exhibit A of the Loan Agreement Section 1 entitled "Sources of Committed Funds" is amended as follows:

Funding provided in this Agreement is from San Mateo County Measure K funds approved for the Farmworker Housing Pilot Program.

Measure K / Farm Labor Housing FY20-21	Measure K / Farm Labor Housing FY23-24	TOTAL

\$300,000	\$100,000	\$400,000
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- ii. Exhibit A of the Loan Agreement Section 1 entitled “Required Contribution of Borrower Funds” is amended as follows:

Borrower must contribute its own, non-County funds toward completion of the project. Borrower contribution must be at least 20 percent of the total project cost.

- iii. Exhibit A of the Loan Agreement Section 3 entitled “Unit Affordability Criteria” is amended as follows:

Project units will be rented according to the following criteria for the duration of the Loan:

- Units must be rented to very low income (at or below 50 percent of Area Median Income) full-time farmworkers employed in San Mateo County (“Farmworker Tenants”).
Income and rent limits posted at <http://housing.smcgov.org/income-and-rent-limits>, as periodically updated, are incorporated herein.
- Rent and any other housing-related expenses must be at or below thirty percent (30%) of the Farmworker Tenant’s gross income.
- Rent will be set and determined according to the Extremely Low-Income level of HUD’s Maximum Affordable Rent Payment Schedule (the “Schedule”), which is posted at <http://housing.smcgov.org/income-and-rent-limits>, as periodically updated, are incorporated herein. After one year of occupancy by qualifying Farmworker Tenants, rents may be adjusted annually based on the Schedule for the duration of the Loan.

- iv. Exhibit A of the Loan Agreement Section 16 entitled “Security/Term/Loan Terms” is amended as follows:

Unless otherwise noted herein, funding is provided in the form of a loan or loans, in accordance with terms described in this Paragraph. Should funding provided in this Agreement include more than one County funding source, separate Note(s) and Deeds of Trust will be executed for each funding source. For each funding source, prior to any disbursement of funds, Borrower shall execute and deliver a Note in the amount indicated below and a Deed of Trust in favor of County to secure the performance of all terms and conditions of the Note and this Agreement.

Funding Source	Note Amount	Deed of Trust Amount
Measure K / Farm Labor Housing	\$400,000	\$400,000

The Note will be non-recourse. The Deed of Trust will be recorded in the Office of the Recorder of the County of San Mateo. The Deed of Trust may be subordinate to the liens of any senior lenders.

For each Note, no interest will accrue on the Note. Payment in full on the Note or the date that the loan is forgiven in full pursuant to the terms of this Agreement and the Note. The Note and Deed of Trust will be executed prior to any disbursement of funds under this Agreement. Should there be a conflict in the language between the Note and this Agreement, the Note will prevail. There are no pre-payment penalties.

The County agrees to forgive the Loan in 20 percent increments over the final five years of the 20-year term prior to the maturity date of the Note, with the first amount being forgiven on the sixteenth anniversary date of project completion then continuing annually until Note maturity set forth in the Note, unless the Note matures earlier due to sale of the Property or default as defined in Sections 19 and 20 below.

During the term of the Agreement, Borrower may not sell the Property without prior County consent. At the time of sale any remaining balance not yet forgiven will be paid to County out of escrow. Should the balance of any unforgiven amount be paid before the end of the 20-year term, this Agreement shall be null and void.

- c. Exhibit D to the Loan Agreement is replaced in its entirety by the attached "Exhibit D Project Sources and Uses Budget".
- d. The Promissory Note Secured by a Deed of Trust ("Promissory Note") shall be amended as follows:
 - i. The first paragraph of Page 1 of the Promissory Note is amended to read as follows:

FOR VALUE RECEIVED, Therese Ambrosi Smith ("Borrower"), promises to pay to the County of San Mateo, a political subdivision of the State of California, ("County"), the sum of Four Hundred Thousand dollars (**\$400,000 Farm Labor Housing, Measure K funds**) bearing no interest (the "Loan").

Said amount is payable at the office of the County of San Mateo Department of Housing, located at 264 Harbor Boulevard, Building A, in the City of Belmont, California, 94002.

- ii. The paragraph in the Promissory Note entitled "Use of Loan Funds" is amended to read as follows:

Proceeds for this Loan come from the County of San Mateo's Farm Labor Housing Loan Program, Measure K. Said proceeds will be used for the creation of new housing located at Highway 92 Succulents, 1585 Sunshine Valley Road, Moss Beach, CA 94038, APN 037-053-080 (the "Project") for agricultural workers. The Project consists of the setup, purchase, and installation of two (2) housing units at 1585 Sunshine Valley Road. The terms and conditions of the Loan are more specifically described in the "Agreement Between County of San Mateo and Highway 92 Succulents Inc. to Assist with 1585 Sunshine Valley Road for the period of January 1, 2021 through June 30, 2024" (the "Agreement").

- iii. The paragraph in the Promissory Note entitled "Term" is amended to read as follows:

The term of this Note shall be from execution and shall mature twenty (20) years from date of Project Completion, as defined by issuance of a Certificate of Occupancy, or some other document acceptable to the County of San Mateo Department of Housing ("DOH"), for the Project (the "Note Maturity").

- iv. The paragraph in the Promissory Note entitled "Repayment/Interest Rate" is amended to read as follows:

The principal amount under the Note shall bear no interest. The Note and Deed of Trust shall be executed prior to any disbursement of funds under the Agreement. The Deed of Trust shall be recorded as described in the section below entitled "Security."

The County agrees to forgive the Loan in 20 percent increments over the final five years of the 20-year term prior to the maturity date of the Note, with the first amount being forgiven on the sixteenth anniversary date of Project Completion then continuing annually until Note maturity set forth in the Note, unless the Note matures earlier due to sale of the Property or default as defined in below.

5. No Waiver. The amendments and acknowledgements contained in this Agreement are limited to the matters expressed herein and do not constitute, nor should they be construed as, a waiver of any right, power or privilege under the Loan Documents, or under any agreement, contract, indenture, document or instrument mentioned in the Loan Documents.

6. Continuing Effect. Except as hereby expressly amended, the Loan Documents shall remain unmodified and in full force and effect, and are hereby ratified and confirmed in all respects.

7. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

Assignor:

Highway 92 Succulents Inc,
a California corporation

By:


A handwritten signature in blue ink, appearing to read 'Therese Ambrosi Smith', is written over a horizontal line.

Therese Ambrosi Smith, CEO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

COUNTY OF SAN MATEO

By:



Raymond Hodges, Director, Department of Housing, San Mateo County

Assignee:

Therese Ambrosi Smith

By:



Therese Ambrosi Smith, CEO

[SIGNATURES CONTINUE ON NEXT PAGE]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

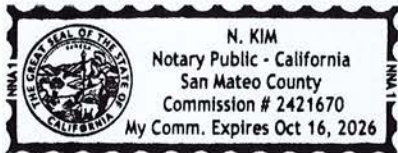
State of California }

County of San Mateo

On October 11, 2023 before me, N. Kim, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Therese Ambrosi Smith
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature N. Kim
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assignment & Assumption & Amendment

Document Date: 10/11/23 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

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☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RECORDING REQUESTED BY:

County of San Mateo
Department of Housing

WHEN RECORDED, MAIL TO:

County of San Mateo Department of Housing
264 Harbor Blvd., Bldg. A
Belmont, CA 94002
Attn: Anthony Parenti
PONY DOH 209

*Exempt from Recording Fees pursuant to
Section 27383 of the Government Code
(This Space for Recorder's Use Only)*

AMENDED DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 11th day October, 2023 between

Therese Ambrosi Smith

herein called "Trustor," whose mailing address is

Therese Ambrosi Smith
P.O. Box 3593, Half Moon Bay, CA 94019

and **County of San Mateo Department of Housing, "Trustee", and**

County of San Mateo Department of Housing, herein called "Beneficiary,"

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in County of San Mateo, State of California, described in "**Exhibit A**" attached hereto (the "Property"). This Deed of Trust shall be subordinate to any primary first mortgage on the Property.

In the event the Property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by the Trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity date expressed therein, at the option of the holder hereof, and without demand or notice shall become due and payable.

TOGETHER with the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, for the purpose of securing 1) Performance of each agreement of Trustor incorporated by reference or contained herein; 2) Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal amount of **\$400,000 Farm Labor Housing, Measure K funds** executed by Trustor in favor of Beneficiary; 3) Payment of such further sums as the then record owner of said property hereinafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it so secured; and 4) Performance of the terms and conditions of that certain "Agreement between the County of San Mateo and Highway 92 Succulents Inc. to assist with 1585 Sunshine Valley Road for the Period of January 1, 2021 through December 31, 2023" (the "Agreement"), dated April 28, 2022. Any violation of said Agreement after notice and failure to cure within applicable cure periods, shall be grounds for a Declaration of Default, and Beneficiary may, at its option, demand full payment of any

outstanding principal and interest due Beneficiary, under the Note secured by this Deed of Trust, and said Agreement.

To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. Notwithstanding anything contained in any of the documents evidencing the loan from Beneficiary to Trustor, unless Beneficiary and Trustor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damages, provided Beneficiary determines that such restoration or repair is economically feasible and there is no default continuing beyond the expiration of all applicable cure periods. If Beneficiary determines that such restoration or repair is not economically feasible or if a default exists after expiration of all applicable cure periods, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. In the event funds for such work are insufficient, Beneficiary may, at its option, advance such additional funds as may be necessary to allow the Property to be repaired or restored, and may add the amount thereof to the principal balance of the Note hereby secured.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum. In any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on the Property or any part hereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay purchase, contest or compromise any encumbrance charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That the proceeds of any award or claim for damages, direct or consequential, in connection with a total condemnation or taking of the Property, shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor, unless Trustor and Beneficiary otherwise agree in writing. In the event of a partial condemnation or taking, the proceeds shall be applied to the restoration or repair of the Property,

provided Beneficiary determines that such restoration or repair is economically feasible and there is no default continuing after the expiration of all applicable cure periods. If Beneficiary determines that such restoration or repair is not economically feasible or if a default exists after expiration of all applicable cure periods, the condemnation proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. In the event funds for such work are insufficient, Beneficiary may, at its option, advance such additional funds as may be necessary to allow the Property to be repaired or restored, and may add the amount thereof to the principal balance of the Note hereby secured.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of the Property; consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement of any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security and subject to the rights of senior lenders, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name sue or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, and after the expiration of all applicable notice and cure periods provided in the Note, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause the Property to be sold, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States made payable at time of sale. Trustee may postpone sale of all or any portion of the

Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchase its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of the Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payments of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) That Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrator, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the content so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provide by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(15) That notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Property encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986, as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, (a) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (b) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

(16) That this Deed of Trust shall be subordinate to any mortgage or Deed of Trust and shall be terminated in the event of Foreclosure so long as Foreclosure recognizes contractual and/or other legal rights of the County to take action that would prevent the termination of low-income affordability within the Property.

(17) Due on Sale, Refinance, or Transfer of Title: IN THE EVENT OF A SALE, REFINANCE OR TRANSFER OF ALL OR ANY PORTION OF THE PROPERTY DESCRIBED HEREIN BY TRUSTOR WITHOUT PRIOR WRITTEN CONSENT OF THE DIRECTOR OF THE DEPARTMENT OF HOUSING OR THE DIRECTOR'S DESIGNEE, THE ENTIRE PRINCIPAL BALANCE OF THE NOTE, INCLUDING ANY ACCUMULATED INTEREST, SHALL BE IMMEDIATELY DUE AND PAYABLE. HOWEVER, (I) THE GRANTING OF AN OPTION OR RIGHT OF FIRST REFUSAL BY THE COUNTY AND ANY TRANSFER PURSUANT TO SUCH OPTION OR RIGHT OF FIRST REFUSAL AS AGREED TO BY THE COUNTY SHALL NOT BE CONSIDERED A SALE, REFINANCE OR TRANSFER OF THE PROPERTY FOR PURPOSES OF THIS SECTION. REPLACEMENT OF THE GENERAL

PARTNER OF TRUSTOR WITH ANY OTHER ENTITY SHALL BE SUBJECT TO PRIOR WRITTEN APPROVAL OF COUNTY, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

and the undersigned agrees to be bound thereby.

Accordingly, the undersigned acknowledges and agrees that, consistent with applicable law, County may accelerate the maturity date of the principal and accrued interest on this Note in the event that the Property is sold, conveyed or alienated, except as may be prohibited by law, including section 2924.6 of the California Civil Code.

All obligations hereunder are non-recourse.

[Signature Page Follows]

Therese Ambrosi Smith

By: 

Title: 

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

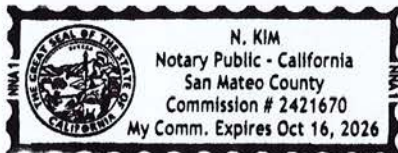
State of California

County of San Mateo

On October 11, 2023 before me, N. Kim, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Therese Ambrosi Smith
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature N. Kim
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amended Deed of Trust & Assignment of Rents

Document Date: 10/11/23 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Exhibit A

LEGAL DESCRIPTION

The land referred to is situated in the City of Moss Beach, County of San Mateo, State of California, and is described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PORTION OF LOTS 9 AND 10, AS DESIGNATED ON THE MAP ENTITLED, "HALF MOON BAY COLONY, BEING A PORTION OF RANCHO CORRAL DE TIERRA (PALOMARES) SAN MATEO COUNTY, CAL.", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 3, 1879 IN UBER "D" OF MAPS AT PAGE 5 AND A COPY THEREOF ENTERED IN UBER 1 OF MAPS AT PAGE 62, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 10 WITH THE SOUTHWESTERLY LINE OF THE LANDS CONVEYED BY LESLIE G. AND NORMA J. DODGE, HIS WIFE, ET AL, TO ELEANOR MAE MILLER BY DEED RECORDED DECEMBER 22, 1958 IN BOOK 3516 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 561 (4651-R); THENCE FROM SAID POINT OF BEGINNING NORTH 61° 52' WEST ALONG SAID SOUTHWESTERLY LINE OF THE LANDS OF MILLER, A DISTANCE OF 446.54 FEET TO THE WESTERLY LINE OF THE LANDS CONVEYED BY EDWARD MARLOW AND ELOISE MARLOW, HIS WIFE TO LESLIE G. DODGE, ET AL, BY DEED RECORDED JUNE 21, 1957 IN BOOK 3238 OF OFFICIAL RECORDS AT PAGE 72 (60954P); THENCE SOUTH 39° 34' WEST, AND SOUTH 01 ° 22' EAST TO THE INTERSECTION WITH THE NORTHERLY LINE OF THE LANDS CONVEYED TO CARL C. HOMER AND HELEN B. HOMER, HIS WIFE, BY DEED RECORDED SEPTEMBER 3, 1958 IN BOOK 3451 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 216 (71812Q); THENCE SOUTH 61° 41' 20" EAST ALONG SAID NORTHERLY LINE OF THE LANDS OF HOMER, A DISTANCE OF 473.77 FEET TO THE EASTERLY LINE OF LOT 9 OF THE HALF MOON BAY COLONY; THENCE NORTH 28° 18' 40" EAST ALONG THE EASTERLY LINE OF LOTS 9 AND 10 OF SAID HALF MOON BAY COLONY, A DISTANCE OF 279.27 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND GRANTED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 5, 1971 IN BOOK 5936 AT PAGE 411, OFFICIAL RECORDS.

ALSO SHOWN AS A RECORD SURVEY FILED FEBRUARY 16, 2005 IN BOOK 27 OF L.L.S. MAPS AT PAGE 100.

APN: 037-053-080

NOTE: It is anticipated that the use of this legal description will not be in violation of the Subdivision Map Act by reason of common ownership of contiguous land or otherwise with the approval by the City.

Any use of this legal description prior to such approval or without satisfactory evidence of compliance with or non-violation of the Act, shall be deemed to be without the consent of Old Republic Title Company and/or its underwriters.