

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)

DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this _____ day _____, 2024 between

Peninsula Open Space Trust

herein called "**Trustor**," whose mailing address is

222 High Street
Palo Alto, CA 94301

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

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

Witneseth: That Trustor Irrevocably grants, transfers, and assigns to trustee in trust, with power of sale, all of Trustor's right, title and interest now held and hereafter acquired in and to that certain property in the 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.

Subject to the terms of the Note and the Agreement, both as defined below, 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 (the "Note") of even date herewith, and any extension or renewal thereof, in the principal amount of Nine Hundred Thousand Dollars and Zero Cents (**\$900,000.00 in Measure K / Farm Labor Housing 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 Peninsula Open Space Trust and Fifth Crow Farm to Assist with Construction of Farmworker Housing at 4309

Cloverdale Road, Pescadero, California" (the "Agreement"), dated _____ 2024. 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) Except as otherwise required or permitted for the project being funded by the loan pursuant to the Note and Agreement, to keep said 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) Subject to the terms of the Agreement, to provide, maintain and deliver to Beneficiary fire and extended coverage insurance satisfactory to and with loss payable to Beneficiary and apply such insurance proceeds as required under the terms of the Agreement.

(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, 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 or partial 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. Notwithstanding the foregoing, in the event of a partial condemnation or taking that damages the Property, 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 (or forgiven as provided in the Agreement and the Note), 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 COUNTY, THE ENTIRE PRINCIPAL BALANCE OF THE NOTE, INCLUDING ANY ACCUMULATED INTEREST, SHALL BE IMMEDIATELY DUE AND PAYABLE. HOWEVER, FOR PURPOSES OF THIS DEED OF TRUST, AN AUTHORIZED TRANSFER AS DEFINED IN THE AGREEMENT SHALL NOT BE CONSIDERED A SALE, REFINANCE OR TRANSFER OF TITLE OF THE PROJECT OR PROPERTY FOR PURPOSES OF THIS SECTION.**

and the undersigned agrees to be bound thereby.

Accordingly, the undersigned acknowledges and agrees that, consistent with applicable law, and except as otherwise provided in the Agreement and in paragraph 17 above, County may accelerate the maturity date of the principal on the 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.

Peninsula Open Space Trust, a California nonprofit public
benefit corporation

By: _____

Title: _____

State of California)
) ss.
County of _____)

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

Place Notary seal above

Exhibit A

LEGAL DESCRIPTION

The land referred to is situated in the Town of Pescadero, County of San Mateo, State of California, described as follows:

PARCEL ONE:

BEGINNING at the Northwest corner of that certain 71.80 acre tract of land conveyed from Peninsula Farms Company, a California corporation, to Fred Marsh by deed dated January 19, 1926 and recorded February 9, 1926 in Book 208 of Official Records of San Mateo County at page 481, said corner being formed by courses numbered "(23)" and "(24)" in said deed; thence from said place of beginning along the Westerly boundary of said 71.80 acre tract of

land:

- (1) South 25° 57' West, 70.0 feet; thence
- (2) South 11 ° 55' East, 95.0 feet; thence
- (3) South 29° 25' East, 315.0 feet; thence
- (4) South 47° 45' East, 167.3 feet; thence
- (5) South 22° 25' West, 152.31 feet, more or less, to a corner in the Northeasterly boundary of that certain piece or parcel of land conveyed from Shoreland Properties, Inc., a California corporation, to C. L. Cummins and wife, by deed dated July 22, 1949 and recorded July 22, 1949 in Book 1691 of Official Records of San Mateo County at page 33 (944-I) from which corner a 1-1/2 inch diameter iron pipe set at the Southwesterly gate and fence corner near the locus of 114 x 4 post marked N" referred to in the first above mentioned conveyance under course numbered "(18)" therein bears South 28° 04-1/2' West, 49.3 feet distant;

thence leave the boundary of said 71.80-acre tract of land and running along the Northwesterly boundary of said Cummins piece or parcel of land:

- (6) North 30° 30' West, 238.94 feet; thence
- (7) North 64° 15' West, 126.57 feet; thence
- (8) South 74° 07' West, 255.76 feet; thence
- (9) North 58° 31-1/2' West, 193.47 feet; thence
- (10) South 29° 25' West, 305.4 feet; thence
- (11) North 88° 54' West, 418.00 feet; thence
- (12) North 80° 32-1/2' West, 104.23 feet; thence
- (13) North 65° 33-1/2' West, 302.07 feet; thence
- (14) South 89° 44-1/2' West, 520.56 feet; thence
- (15) North 71° 17' West, 578.72 feet; thence
- (16) South 55° 53' West, 1992.96 feet; thence
- (17) North 84° 51-1/2' West, 710.84 feet; thence
- (18) South 35° 20' 04" West, 1089.16 feet; thence
- (19) South 77° 32' 01" West, 308.15 feet; thence
- (20) North 80° 45' West, 518.33 feet; thence

- (21) South 89° 15' West, 366.73 feet; thence
- (22) South 64° 54-1/2' West, 501.64 feet to corner fence post standing at the most Westerly corner of said piece or parcel of land heretofore conveyed to Cummins;
thence leave last mentioned boundary and running
- (23) North 13° 57-1/4' West, 5818.63 feet at 648.8 feet to a 2" x 3" redwood post, at 739.4 feet a 2" x 3" redwood post, at 923.5 feet, a 2" x 3" redwood post, at 1120.6 feet a 2" x 3" redwood post, at 1411.2 feet, a 2" x 3" redwood post, at 1706.7 feet a 2" x 3" redwood post, at 2241.0 feet a 2" x 3" redwood post, at 2832. 7 feet a 2" x 3" redwood post, at 3422.0 feet a 3/4" diameter iron pipe, at 4336.1 feet a 1/2" diameter iron pipe, at 4941.7 feet a 2" x 3" Redwood post, at 5754.0 feet to a 2" x 3" redwood post, at 5816.4 feet a boat spike set in the center line of the pavement, 5818.63 feet to a point in the center line of the Santa Cruz-Pescadero County Road (50 feet wide), as said road is shown and so designated on Sheet 7 of that certain Map entitled, "Peninsula Farms Company's Subdivision No. 1", which Map was filed in the Office of the Recorder of the County of San Mateo, State of California on January 8, 1923 in Book 11 of Maps at pages 18, 19, 20, 21, 22, 23, 24, 25 and 26;
thence along said road center line as shown on said Filed Map:
- (24) South 43° East, 310.8 feet; thence
- (25) South 79° 59' East, 110 feet; thence
- (26) North 75° 35' East, 120 feet; thence
- (27) North 47° 27' East, 80 feet; thence
- (28) North 18° 27' East, 160 feet; thence
- (29) North 4° 54' East, 110 feet; thence
- (30) North 22° 03' West, 140 feet; thence
- (31) North 3° 21' West, 150 feet; thence
- (32) North 44° 36' West, 90 feet; thence
- (33) North 19° 51' West, 80 feet; thence
- (34) North 30° 09' East, 100 feet; thence
- (35) North 59° 07' East, 120 feet; thence
- (36) North 27° 54' East, 90 feet; thence
- (37) North 3° 37' West, 440 feet; thence
- (38) North 34° 50' West, 170 feet; thence
- (39) North 69° 25' West, 100 feet; thence
- (40) North 89° 27' West, 100 feet; thence
- (41) North 67° 08' West, 130 feet; thence
- (42) South 87° 05' West, 150 feet; thence
- (43) North 20° 02' West, 82 feet, at 41 feet the Easterly corner common to LOTS 13 and 14 of said Subdivision from which corner a 4" x 4" redwood post, top flush with the ground bears along the boundary common to said LOTS 13 and 14, South 37° 26' West, 29.65 feet distant, 82 feet to station;
thence
- (44) North 54' 31' East, 265 feet; thence
- (45) North 13° 42' East, 200 feet to junction of roads, as shown on said Filed Map; thence along the center line of the road to Pescadero

(46) North 43° 22' East, 221.5 feet to intersection with the Northeasterly boundary of the Rancho Punta del Ano Nuevo, as patented, a copy of which Patent is on file in Book 3 of Patents at page 136, records of San Mateo County;

thence leave last mentioned road center line and running along said Rancho boundary, as patented:

(47) South 37° 30' East, 291.6 feet, more or less, to Station No. 138 of the Patent Survey of said Rancho;

thence continuing along said Rancho line

(48) South 21 ° 15' East, 627 feet;

(49) South 19° 30' East, 429 feet;

(50) South 5° 30' East, 264 feet;

(51) South 61° 45' East, 1122 feet;

(52) South 24° 15' East, 429 feet;

(53) South 16° 30' West, 726 feet

(54) South 64° 15' East, 4818.00 feet, more or less, to an angle point in said Rancho line; thence continuing along said Rancho line

(55) South 89° 07' 05" East, 2122.2 feet to a point from which a 1-1/2" diameter brass capped pipe standing at corner No. 11P.A. N. 130" of said Rancho bears along said boundary, South 89°07' 05" East, 1865.6 feet distant;

thence leave said Rancho boundary and running

(56) South 0° 52' 55" West, 20.0 feet to the PLACE OF BEGINNING.

The basis of bearings for this description are taken from the records of San Mateo County and course herein designated "{23}" is based on the bearings of said 71.80 acre tract of land.

EXCEPTING THEREFROM so much as lies within:

(a) the County Road conveyed by Loren Coburn and Jeremiah Clarke to the County of San Mateo by deed dated July 14, 1880 and recorded July 20, 1880 in Book 32 of Deeds at page 623, records of San Mateo County.

(b) the County Road leading from the Marin County Road to Pebble Beach, condemned by the County of San Mateo and decreed to the County of San Mateo by Decree dated September 14, 1897 and recorded September 15, 1897 in Book 76 of Deeds at page 128, records of San Mateo County.

(c) that portion conveyed by Shoreland Properties, Inc., a corporation, to County of San Mateo by deed dated July 30, 1941 and recorded August 14, 1941 in Book 966 of Official Records of San Mateo County at page 451 (29199E) for a re-alignment of Pebble Beach Road.

EXCEPTING THEREFROM so much as conveyed to Thelma A. Keyes in Quitclaim Deed recorded November 5, 1965, Volume 5057, page 576, San Mateo County records.

TOGETHER WITH so much as may have been acquired by John Dias and Sons, a Co-Partnership in Quitclaim Deed recorded November 5, 1965, Volume 5057, page 574.

PARCEL ONE-A:

A NON-EXCLUSIVE RIGHT OF WAY 40 feet wide, lying 20 feet on each side of the following described center line:

BEGINNING at a point in the Westerly side of the County Road leading from Pescadero up the Butane Valley, from which the POINT OF BEGINNING of the hereinabove described 466.9 acre tract of land bears North 89° 07' 05" West 590.0 feet distant and running thence from said point of beginning:

- (a) North 89° 07' 05" West 590.0 feet to said point of beginning and thence along the Easterly boundary of the hereinabove described 466.9 acre tract of land
- (b) South 25° 57' West 70.0 feet; thence
- (c) South 11 ° 55' West 95.00 feet; thence
- (d) South 29° 25' East 315.00 feet; thence
- (e) South 47° 45' East 167.3 feet; thence
- (f) South 22° 25' West 152.31 feet to said corner in the Northeasterly boundary of said Cummins place or parcel of land.

Said easement is appurtenant to the lands of Dias, as granted in deed recorded July 10, 1951, Book 2098, page 471, San Mateo County records

PARCEL TWO:

BEGINNING at the most Southerly corner of that certain 466.9 acre tract of land conveyed from Shoreland Properties, Inc., a california corporation, to John E. Dias et al, by deed dated July 9, 1951 and recorded July 10, 1951 in Book 2098 of Official Records of San Mateo County at page 471 (47296-J); said corner being formed by courses numbered "(22)" and "(23)" in said deed; thence from said PLACE OF BEGINNING along the Westerly boundary of said 466.9 acre tract of land, North 13° 57' 1/4" West, 5,818.63 feet, at 648.8 feet a 2 inch by 3 inch redwood post, at 739.4 feet a 2 inch by 3 inch redwood post, at 923.5 feet a 2 inch by 3 inch redwood post, at 1,120.6 feet a 2 inch by 3 inch redwood post, at 1,411.9 feet a 2 inch by 3 inch redwood post, at 1,706.7 feet a 2 inch by 3 inch redwood post, at 2,241.0 feet a 2 inch by 3 inch redwood post, at 2,832.7 feet a 2 inch by 3 inch redwood post, at 3,422.0 feet a 3/4 inch diameter iron pipe, at 4,336.1 feet a 1/2 inch diameter iron pipe, at 4,941.7 feet a 2 inch by 3 inch redwood post, at 5,754.0 feet a 2 inch by 3 inch dedwood post, at 5,816.4 feet a boat spike set in the center line of the pavement, 5,818.63 feet to a point in the center line of the Santa Cruz-Pescadero County Road (50 feet wide) as said road is shown and so designated on Sheet 7 of that certain Map entitled, "Peninsula Farms Company's Subdivision No. 1", which Map was filed in the Office of the Recorder of the County of San Mateo, State of california on January 8, 1923 in Book 11 of Maps at pages 18, 19, 20, 21, 22, 23, 24, 25 and 26;

thence along said road center line, as shown on said filed Map, North 48° West, 69.2 feet;

thence South 87° 02' West, 100.0 feet;

thence South 38° 07' West, 100.0 feet;

thence South 7° 13' West, 230.0 feet;

thence South 9° 15' East, 230.0 feet;

thence South 30° 36' West, 600.0 feet;

thence South 19° 15' West, 120 feet;

thence South 8° 30' East, 100.0 feet;

thence South 27° 41' East, 90.0 feet;
thence South 13° 54' West, 70.0 feet;
thence South 79° 19' West, 200.0 feet;
thence South 59° 40' West, 310.0 feet;
thence South 36° 36' West, 146.4 feet to a metal pin set in the pavement standing at the most Northerly corner of that certain 74.275 acre tract of land conveyed from Shoreland Properties, Inc., a California corporation, to Arthur Koch et ux, by deed dated July 11, 1950 and recorded July 13, 1950 in Book 1895 of Official Records of San Mateo County at page 545, from which pin a 1 inch diameter iron pipe, top 12 inches underground, bears North 38° 32' West, 25.86 feet distant and a U.S.G.S. brass capped monument marked "Z-211" bears North 41° 47' West, 25.56 feet distant;
thence leave said road center line and running along the Northeasterly boundary of said 74.275 acre tract of land South 38° 32' East, 2,081.8 feet, at 24.8 feet a 2 inch diameter iron pipe, at 287.6 feet a 2 inch by 3 inch redwood post, at 588.8 feet a 2 inch by 3 inch redwood post, at 888.4 feet a 2 inch by 3 inch redwood post, at 1,187.9 feet a 2 inch by 3 inch redwood post, at 1,485.6 feet a 2 inch by 3 inch redwood post, at 1,785.7 feet a 2 inch by 3 inch redwood post, 2,081.8 feet to a 2 inch diameter iron pipe standing at the most Easterly corner of said 74,275 acre tract of land;
thence leave last mentioned boundary and running South 26° 32' 20" East, 2,613.6 feet, at 263.9 feet a 2 inch by 3 inch redwood post, at 533.4 feet a 2 inch by 3 inch redwood post, at 798.0 feet a 2 inch by 3 inch redwood post, at 1,093.5 feet a 2 inch by 3 inch redwood post, at 1,389.6 feet a 2 inch by 3 inch redwood post, at 1,672.1 feet a 2 inch by 3 inch redwood post, at 2,165.9 feet a 2 inch by 3 inch redwood post, at 2,190.7 feet a 2 inch by 3 inch redwood post, at 2,347.5 feet a 2 inch by 3 inch redwood post, 2,613.6 feet to the PLACE OF BEGINNING.

EXCEPTING THEREFROM so much as lies within the County Road, conveyed by Loren Coburn and Jeremiah Clarke to the County of San Mateo, by deed dated July 14, 1880 and recorded July 20, 1880 in Book 32 of Deeds at page 623, records of San Mateo County.

Assessor's Parcel Number: 086-270-010

Joint Plant Number: 086-027-270-01 A

PARCEL THREE:

BEGINNING at the corner common to Sections 10 and 11, 14 and 15 of Township 8 South, Range 8 West, M. D. M.;

thence South 0° 20' West, 3017.52 feet to the North boundary of the Butane Ranch at a point where the same is intersected by the dividing line between Sections 14 and 15;

thence along said North boundary of the Butane Ranch, North 64° 15' West, 4471.62 feet (as the said boundary line of said Butano Ranch is designated and delineated in the description and upon the Map of said Butane Ranch annexed to the Patent of said Butane Ranch from the United States to Manuel Rodriguez), bearing date of 30th day of April 1866 and which was on September 24, 1872, recorded in Volume 1 of Patents at page 361 et seq., records of San Mateo County, California;

thence leaving said Butano Ranch line and running North 28° 15' East, 412.5 feet;

thence South 86° 45' East, 709.5 feet;

thence North 82° 45' East, 267.3 feet;

thence South 31 ° 15' East, 16.5 feet;
thence North 52° 15' East, 99.0 feet;
thence North 14° 15' East, 693.0 feet to a point on the East line of the Pescadero Rancho at a point where the same is intersected by the dividing line between Sections 10 and 15;
thence on and along said Pescadero Ranch line, North 5° East, 523.15 feet;
thence leaving said ranch line, North 22° West, 1012.4 feet;
thence North 14° East, 198 feet;
thence North 82° 47' West, 93.0 feet to a point on the dividing line between the Weeks Estate and the lands of the Pescadero Creamery Company;
thence North 9° West, 67 .5 feet;
thence South 81 ° West, 161 feet;
thence leaving the line of the said Pescadero Creamery Company and running along the dividing line between the Weeks Estate and the lands of George Ellis, North 10° 40' East, 229.0 feet;
thence North 15° 31' East, 27.5 feet;
thence North 23° 49' East, 101 feet;
thence North 36° 48' East, 44.92 feet;
thence North 53° 52' East, 30.66 feet;
thence North 81° 22' East, 44.64 feet;
thence South 86° 39' East, 330.91 feet to the Southeasterly corner of the lands of George Ellis;
thence South 86° 39' East, 12.7 feet;
thence South 61° 47' East, 36.6 feet;
thence South 47° 53' East, 176.9 feet;
thence South 87° 55' East, 109.16 feet;
thence South 86° 14' East, 151.7 feet;
thence North 82° 08' East, 108.9 feet to a point on the East line of San Gregorio Street;
thence North 87° 24' East, 111.72 feet;
thence North 43° 17' East, 120.70 feet;
thence North 8° 45' West, 808.93 feet to a point on the South line of Main Street, as shown on the Map of Pescadero;
thence and along said line of Main Street, North 80° 45' East, 1159.12 feet;
thence North 55° 13' East, 525.0 feet;
thence North 52° 16' East, 145.0 feet;
thence North 73° 51' East, 381.4 feet to a point on the dividing line between Sections 10 and 11;
thence South 0° 20' West, 3510 feet on and along said dividing line between Sections 10 and 11 to the POINT OF BEGINNING.

EXCEPTING THEREFROM so much as conveyed to the County of San Mateo by deed recorded February 9, 1961 in Volume 3932, page 297.

ALSO EXCEPTING THEREFROM so much as conveyed to Thelma A. Keyes in Quitclaim Deed recorded November 5, 1965, Volume 5057, page 576, San Mateo County records.

TOGETHER WITH so much as may have been acquired by John Dias and Sons, a Co-partner ship in Quitclaim Deed recorded November 5, 1965, Volume 5057, page 574.

Assessor's Parcel Number(s): 086-080-010;

086-041-020

Joint Plant Number(s): 086-008-080-01 A;

086-004-041-02 A

PARCEL FOUR:

COMMENCING at the Southwest corner of Manuel Goularte's land and running 5. 71° 15' W. ten chains and eight links (10.80) to intersection of a fence on the West boundary of Section Eleven Township 8 South Range 5 West Mt. Diablo Meridian;

thence N. 0° 15' E. twenty chains thirty links (10.30);

thence S. 89° 30' E. five chains and ninety-seven links (5.97);

thence South 12° W. seventy-nine (79.00) links;

thence S. 23° E. six (6.00) chains;

thence S. 77° East two chains and twenty-six links (2.26) to the NW corner of Manual Goulart's (sic) land;

thence S. 0° 15' W. Nine (9.50) chains and fifty links to PLACE OF BEGINNING.

Containing 16 16/100 acres more or less and being a part of the W ½ of SW¼ Sec. 11 Township 8 South Range 5 W. Mount Diablo Meridian.

Being property conveyed by deed from Joseph Levy to Albion Weeks, dated 20th day of January 1894, recorded 23rd of January, 1894, recorded in Book 66 of Deeds at pages 187 & 188.

EXCEPTING THEREFROM so much as conveyed by Alma F. Huff to Joseph V. Nunes in deed recorded May 18, 1910 in Book 179 of Deeds, page 285.

Assessor's Parcel Number: 086-050-030

Joint Plant Number: 086-005-050-03 A

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