# ADDENDUM TO AGREEMENT TO ASSIST COASTSIDE OPPORTUNITY CENTER WITH THE ACQUISITION OF REAL PROPERTY FOR THE OPERATION OF A MULTI-SERVICE CENTER FOR LOW INCOME FAMILIES

This ADDENDUM TO AGREEMENT TO ASSIST COASTSIDE OPPORTUNITY CENTER WITH THE ACQUISITION OF REAL PROPERTY FOR THE OPERATION OF A MULTI-SERVICE CENTER FOR LOW INCOME FAMILIES ("Addendum") is entered into as of the Effective Date (defined herein) by and between the County of San Mateo, a political subdivision of the state of California (the "County"), and Coastside Hope, a non-profit corporation under Section 501(c)(3) of the Internal Revenue Code ("Borrower"), (County and Borrower may be collectively referred to herein as "Parties" and individually as "Party").

\* \* \*

WHEREAS, Borrower (formerly known as the Coastside Opportunity Center) was established in 1976 as a Section 501(c)(3) non-profit human services agency to benefit the residents of the County's Coastside area.

**WHEREAS**, Borrower's mission is to "provide necessities to enhance quality of life for all our neighbors" and is the primary core human services agency in the County for the mid-coast area.

WHEREAS, the County and Borrower entered into that certain Agreement to Assist Coastside Opportunity Center with the Acquisition of Real Property for the Operation of a Multi-Service Center for Low Income Families, dated March 28, 1995 (the "Agreement") under which the County agreed to provide Borrower with a loan in the principal amount of \$266,000 to be used toward acquisition of the real property located at 99 Avenue Alhambra, El Granada, California (the "99 Avenue Alhambra Property"), subject to the terms and conditions of the Agreement.

WHEREAS, on March 31, 1995, pursuant to the terms of the Agreement, Borrower executed and delivered a 30-year Promissory Note Secured by a Deed of Trust (the "1995 Note") in the amount of \$266,000 with a maturity date of March 31, 2025, setting forth the repayment terms for the loan.

WHEREAS, under Part I, Section F (Beneficial Interest) of the Agreement, the County shall receive upon maturity of the 1995 Note or acceleration due to sale or default, the return of the principal loan amount, \$266,000, plus a percentage of the realized appreciation of the 99 Avenue Alhambra Property based upon the County's beneficial interest in the total acquisition cost of the property.

**WHEREAS**, Borrower purchased the 99 Avenue Alhambra Property on March 31, 1995 for \$530,000 and has utilized the property for the operation of its multi-service non-profit center.

WHEREAS, the 1995 Note was secured by a Short Form Deed of Trust and Assignment of Rents Recorded in the Official Records of San Mateo County on April 4, 1995 as Instrument No.: 95-032937 (the "1995 Deed of Trust").

WHEREAS, on November 30, 2016, the County and Borrower entered into an Amended Promissory Note extending the term of the 1995 Note for an additional thirty (30) years with an amended maturity date of March 31, 2055.

WHEREAS, on June 21, 2023, Borrower, with a loan from the County in the amount of \$3,250,000 (the "2023 County Loan") provided pursuant to that certain Agreement Between the County of San Mateo and Coastside Hope, dated June 8, 2023 (the "2023 Agreement"), purchased that certain real property located at 248 Main Street, Half Moon Bay, California 94019 (the "248 Main St. Property").

WHEREAS, on or about June 21, 2023, pursuant to the 2023 Agreement, Borrower executed and delivered a promissory note in the amount of \$3,250,000 (the "2023 Note") secured by a deed of trust and assignment of rents recorded against the 248 Main St. Property in the Official Records of San Mateo County on June 21, 2023 as Instrument No.: 2023-029444 ("2023 Deed of Trust").

**WHEREAS**, Borrower has utilized the 248 Main St. Property for the operation of its multi-service non-profit center.

**WHEREAS**, Borrower is in contract to sell the 99 Avenue Alhambra Property to a third party, with an expected closing date of April 15, 2025.

**WHEREAS**, in furtherance of the County's efforts to facilitate the Coastside community's continued access to the public benefits and core services offered by Borrower, the Parties desire to enter into this Addendum subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits set forth herein, the sufficiency of which is hereby acknowledged, it is agreed by the Parties to this Addendum as follows:

- 1. The County will consent to the anticipated sale of the 99 Avenue Alhambra Property and waive acceleration of the 1995 Note provided that the Parties hereby understand and agree that:
  - a. The amount due under the 1995 Note and the Agreement shall be \$453,050.00, which amount consists of the loan principal, \$266,000, plus a percentage of the realized appreciation of the 99 Avenue Alhambra Property in the amount of \$187,050, as set forth in the Post-Sale Beneficial Equity Worksheet attached hereto as **Exhibit "A"** and incorporated in full by this reference.
  - b. All other terms of the 1995 Note, as amended by the Amended Promissory Note, and the Agreement, remain unchanged and in full force and effect, provided that the Parties understand and agree that Borrower's obligation under the Agreement and the 1995 Note to use and operate the 99 Avenue Alhambra property as a multi-service facility to provide services to low income persons, and for uses incidental thereto, including administrative office use, shall, upon sale of such 99 Avenue Alhambra Property, apply in all respects to the 248 Main St. Property.
  - c. Borrower agrees to remit payment to the County in the amount of \$1,000,000 to reduce the principal balance owing on the 2023 Note, which payment shall be made concurrently with the close of escrow on the sale of the 99 Avenue Alhambra Property.
  - d. Prior to close of escrow on the sale of 99 Avenue Alhambra Property, Borrower agrees to execute and deliver a new Deed of Trust in favor of the County in the form attached hereto as Exhibit "B" that will encumber the 248 Main St. Property to secure repayment of the 1995 Note and performance of the covenants of the Agreement, and Borrower consents to such recording.
  - **e.** Prior to close of escrow on the sale of 99 Avenue Alhambra Property, the County shall reconvey the 1995 Deed of Trust in the form attached hereto as **Exhibit "C"**.

### 2. Notices

Any notice, request, demand, or other communication required or permitted under this Addendum shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail,

postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:	In the case of Borrower, to:
Robert Manchia	Judith Guerrero
Chief Financial Officer	Executive Director
County of San Mateo	Coastside Hope
500 County Center, 4th Floor	248 Main Street, Suite 200
Redwood City, CA 94063	Half Moon Bay, CA 94019
650-363-4597	(650) 726-9071
Rmanchia@smcgov.org	judith@coastsidehope.org
With copy to:	With copy to:
John D. Nibbelin, Esq.	Nicolas A. Flegel, Esq.
San Mateo County Attorney	Jorgenson, Siegel, McClure & Flegel, LLP
500 County Center, 4th Floor	1100 Alma Street, Suite 210
Redwood City, CA 94063	Menlo Park, CA 94025
inibbelin@smcgov.org	naf@jsmf.com

The Parties may change their contact information in this section by giving the other Party written notice of the change in the manner permitted under this section.

# 3. Effective Date

This Addendum shall be effective upon the date that all signatories have executed the Addendum and approval by the County's Board of Supervisors (the "Effective Date").

THIS ADDENDUM IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

[Signatures appear on the following page]

By. Judith Guerrero Executive Director, Coastside Hope	3/27/2025 Date
COUNTY OF SAN MATEO	
By: President, Board of Supervisors, San Mateo County	-
Date:	
ATTEST:	

**COASTSIDE HOPE** 

Clerk of Said Board

# **EXHIBIT** A

# **Initial Outlay Plus Market Appreciation Method**

SM County Agreement pertains only to the bui	lding:	
October 2022 Total Appraisal with Parking Lot	\$	1,950,000
December 2022 Appraisal Building Only	\$	1,570,000
County Share of Total Value		80.5%

Relative Share of Beneficial Interest as of June 2023:				
			% for Bldg	% Bldg with
		Value	alone	parking lot
SM County 1995 Loan	\$	266,000	33.6%	27%
Coastside Hope Total Outlay - Building Only	\$	525,173	66.4%	73%
Total Beneficial Interest	\$	791,173		

Market Appreciation at Building + Parkin	g Lot Net Sale	Proceeds
Net Sale Proceeds	\$	1,482,181
Total Beneficial Interest	\$	791,173
Total Market Appreciation	\$	691,008
SM County Share of Appreciation	\$	187,050
Coastside Hope Share	\$	503,958

Split of Final Sale Proceeds based on Appra	aised Value'	*
SM County 1995 Loan	\$	266,000
SM County Market Appreciation Share	\$	187,050
SM County Total	\$	453,050
Coastside Hope Total Building Outlay	\$	525,173
Coastside Hope Appreciation	\$	503,958
Coastside Hope Total*	\$	1,029,131

Total Distribution \$ 1,482,181

# EXHIBIT B

### **RECORDING REQUESTED BY:**

### When Recorded Mail Document To:

Nicolas A. Flegel, Esq Jorgenson, Siegel, McClure & Flegel, LLP 1100 Alma Street, Suite 210 Menlo Park, CA 94025 Tel: (650) 324-9300

APN: 056-240-070

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED	OF TRUST	AND	<b>ASSIGNMENT</b>	OF RENTS
SHOK I UKIYI DELE	OI INOSI		VOOTGILLEILI	OI ILLII

alf Moon Bay, California 94019
, herein called <b>TRUSTEE</b> , and
, herein called BENEFICIARY,
TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH County, Half Moon Bay,

See Exhibit A attached hereto and made a part hereof.

ALSO KNOWN AS: 248 Main Street, Half Moon Bay, California 94019; APN 056-240-070

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 sum of \$453,050.00 executed by Trustor in favor of Beneficiary or order.
- 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

INITIALS:

#### APN:

**To Protect the Security of this Deed of Trust, Trustor Agrees:** By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	ВООК	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kinas	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego Serie	s 2 Book	1961, Pa	ge 183887		

which provisions, identical in all counties, (printed on the attached unrecorded pages) are hereby adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Dated: 3/27/2025

Judith Guerrero Ortiz, Executive Director

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 March 27 2025 Dersonally appeared Judith Guerrero Ortiz			, Notary Public,
who proved to me on the basis of satis within instrument and acknowledged capacity(ies), and that by his/her/their which the person(s) acted, executed the	to me that he/she, signature(s) on the	they executed the sam/	e in his/her/their authorized
certify under PENALTY OF PERJURY and correct.	under the laws of the	State of California that the	ne foregoing paragraph is true
WITNESS my hand and official seal.		Notan Sa	ARLOS GARCIA / Public - California n Mateo County ₹

(Seal)

INITIALS:

Commission # 2375381

My Comm. Expires Oct 15, 2025

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in the State of California \_\_\_\_\_\_, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

# TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) 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 and 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 therefore; to comply with all laws affecting said 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 said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said 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. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done

pursuant to such notice.

(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 cost 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 said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, 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 so to do 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 said 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 any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either 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 therefore 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 said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or 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, 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 said 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 said property or any part thereof, in his own name sue for 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 said property, the collection of such rents, issues

INITIALS:			-	
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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 performance of any agreement hereunder, 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 to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, 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 said 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 of lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said 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 proceeding postponement. Trustee shall deliver to such purchaser 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 this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment 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) 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 the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the 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 pages where this Deed is recorded and the name and address of the new Trustee.
- (13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context 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, duly executed and acknowledged, is made a public record as provided 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.

INITIALS:

# REQUEST FOR FULL RECONVEYANCE

	, TRUSTEE:			
The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.				
Dated				
Ву:	Ву:			
Please mail Reconveyance to:				
Do not lose or destroy this Deed of Trust OR THE NOTE vector the Trustee for cancellation before reconveyance will be m	which it secures. Both original documents must be delivered to ade.			
A notary public or other officer completing this certificate ver to which this certificate is attached, and not the truthfulness,	rifies only the identity of the individual who signed the document, accuracy, or validity of that document.			
State of California )				
State of California ) County of)				
On	before me,			
personally appeared	, Notary Public (here insert name and title of the officer),			
who proved to me on the basis of satisfactory evidence to instrument and acknowledged to me that he/she/they ex	be the person(s) whose name(s) is/are subscribed to the within recuted the same in his/her/their authorized capacity(ies), and erson(s), or the entity upon behalf of which the person(s) acted,			
I certify under PENALTY OF PERJURY under the laws of t correct.	the State of California that the foregoing paragraph is true and			
WITNESS my hand and official seal.				
Signature (	Seal)			

# **LEGAL DESCRIPTION**

#### **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HALF MOON BAY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### Parcel I:

Beginning at stake at the northeasterly corner of the lot of land formerly owned and occupied by Pablo Vasquez, the same being the lot on which his dwelling house stood, and being land conveyed to said Pablo Vasquez by deed recorded in Book 11 of Deeds at Page 176; and running thence northwesterly along the county road from Half Moon Bay to Montara 1 chain and 50 links (1.50) to a stake; thence southwesterly parallel with the northerly boundary of property so conveyed to Pablo Vasquez three chains and twenty-five links (3.25) to a stake; thence southeasterly parallel with said county road 1 chain and fifty links (1.50) to the before-named Pablo Vasquez north line; thence on and along said north line northeasterly three chains and twenty-five links (3.25) to the point of beginning.

#### Parcel II:

An easement for storm drainage purposes.

Being a portion of that certain parcel of land located in the City of Half Moon Bay, County of San Mateo, State of California, described as Parcel II as shown on the "Approval of Lot Line Adjustment" recorded as Document #96-129015, records of the County of San Mateo, State of California, more particularly described as follows:

A strip of land ten feet in width lying five feet of each side of the following described centerline:

Beginning at a point on the northeasterly line of said above-described Parcel II, said point of beginning lying north 34° 11' 30" west 29.94 feet from the most southerly corner of that certain parcel of land described in the deed recorded as Document #97-011631, records of the County of San Mateo, State of California; thence from said point of beginning south 24° 23' 17" west 91.17 feet.

The sidelines of said 10-foot easement shall be extended or shortened to meet at angle points and to terminate at the easterly boundary of said above-described Parcel II.

IPN: 056-024-240-07A

APN: 056-240-070

# EXHIBIT C

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Nicolas A. Flegel, Esq. Jorgenson, Siegel, McClure & Flegel, LLP 1100 Alma Street, Suite 210 Menlo Park, CA 94025

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

### SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, the Coastside Opportunity Center, a California Nonprofit, was the Trustor, United States Escrow Trust Deed Collections was the original Trustee, and the County of San Mateo, a political subdivision of the State of California, was the Beneficiary under that certain Short Form Deed of Trust and Assignment of Rents dated March 31, 1995, and recorded as Instrument No.: 95-032937 on April 4, 1995, in the Official Records of the County of San Mateo, State of California, with respect to that certain property located at 99 Avenue Alhambra, El Granada, San Mateo County, California, and more particularly described in Exhibit A attached hereto and made part hereof; and

WHEREAS, the undersigned Beneficiary hereby desires to appoint and substitute itself as a new Trustee under said Deed of Trust in place and instead of United States Escrow Trust Deed Collections.

NOW, THEREFORE, the undersigned Beneficiary hereby appoints and substitutes itself, the County of San Mateo, as the Substituted Trustee under said Short Form Deed of Trust and Assignment of Rents, and does hereby accept such appointment and reconvey, without warranty, to the person or persons legally entitled thereto, all the estate title now held by it under said Short Form Deed of Trust and Assignment of Rents.

Beneficiary and Substituted Trustee:	County of San Mateo
Dated:, 2025	By:  Michael Callagy, County of San Mateo County Executive/ Clerk of the Board

# **EXHIBIT A**

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

LOTS 7 and 8, BLOCK 64, as delineated upon that certain Map entitled "PLAT OF SUBDIVISION NO. 5 OF GRANADA, SAN MATEO COUNTY, CALIFORNIA", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on December 7th, 1908 in Book 6 of Maps, at Page 50.

APN 047-091-200 047-091-190 JPN 047-009-091-20 047-009-091-19 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	) ee.
COUNTY OF SAN MATEO	)
person(s) whose name(s) is/are he/she/they executed the same	,, Notary Public personally o proved to me on the basis of satisfactory evidence to be the e subscribed to the within instrument and acknowledged to me that e in his/her/their authorized capacity(ies), and that by his/her/their the person(s), or the entity upon behalf of which the person(s) to
I certify under PENALTY OF Plants paragraph is true and correct.	ERJURY under the laws of the State of California that the foregoing
WITNESS my hand and officia	I seal.
Signature	