

RECORDING REQUESTED PURSUANT  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

No fee for recording pursuant to  
Government Code Section 27383 and 27388.1

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INTERCREDITOR AGREEMENT

(Chesley Mutual Housing)

This Intercreditor Agreement (the "Agreement") is dated February 15, 2024, and is among the City of Richmond, a municipal corporation (the "City"), the County of Contra Costa, a political subdivision of the State of California (the "County"), and Chesley Avenue Limited Partnership, a California limited partnership ("Borrower"), with reference to the following facts:

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Section 1 of this Agreement.

B. Borrower is the owner of that certain real property located at 802 Chesley Avenue in the City of Richmond, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower intends to rehabilitate the thirty (30) multifamily housing units currently existing on the Property, twenty-nine (29) of which will be for rental to extremely low and very low income households, including one (1) manager's unit (the "Development"). The Development, as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

C. Concurrently herewith the County is lending Borrower One Million Dollars (\$1,000,000) of Home Investment Partnerships Act funds and Nine Hundred Ninety-Four Thousand Eight Hundred Seven Dollars (\$994,807) of Community Development Block Grant Program funds for a total loan of One Million Nine Hundred Ninety-Four Thousand Eight Hundred Seven Dollars (\$1,994,807) (the "County Loan").

D. The County Loan is evidenced by the following documents dated of even date herewith (among others): (i) a Development Loan Agreement between the County and Borrower (the "County Loan Agreement"); (ii) a promissory note executed by Borrower for the benefit of the County in the amount of the County Loan ( the "County Note"); and (iii) a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing among Borrower, as trustor,

Old Republic Title Company, as trustee, and the County, as beneficiary, recorded against the Property concurrently herewith (the "County Deed of Trust").

E. The City of Richmond previously made a loan to Borrower in the amount of Two Hundred Twenty-Three Thousand Five Hundred Dollars (\$223,500) (the "City Loan"), evidenced by the following documents (among others): (i) a Loan Agreement between the City and Borrower dated December 1, 2003 (the "City Loan Agreement"); (ii) a Deed of Trust and Security Agreement dated December 1, 2003 and recorded against the Property on December 17, 2003 as instrument number 2003-0605380-00 (the "City Deed of Trust"), and (iii) a promissory note dated December 1, 2003, and executed by Borrower for the benefit of the City in the amount of the City Loan (the "City Note").

F. The former Redevelopment Agency of the City of Richmond (the "City RDA") previously made a loan to Borrower in the amount of Four Million Seven Hundred Forty-One Thousand Four Hundred Ninety-Two Dollars (\$4,741,492) (the "City RDA Loan"), evidenced by the following documents (among others): (i) a Loan Agreement between the City RDA and Borrower dated December 1, 2003 (the "City RDA Loan Agreement"); (ii) a Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 1, 2003 and recorded against the Property on December 17, 2003 as instrument number 2003-0605378-00 (the "City RDA Deed of Trust"), and (iii) a promissory note dated December 1, 2003, and executed by Borrower for the benefit of the City RDA in the amount of the City RDA Loan (the "City RDA Note"). The City Deed of Trust and the City RDA Deed of Trust are collectively, the "City and Agency Deeds of Trust". The City Note and the City RDA Note are collectively, the "City and Agency Notes". The City is the successor agency to the City RDA.

G. The documents evidencing the City Loan and the City RDA Loan currently require that the City RDA Loan be repaid from 95% of Residual Receipts and the City Loan be repaid from 5% of Residual Receipts. The City and the County desire to revise the division of Residual Receipts such that the City and County share prorata in 100% of Residual Receipts.

H. The City and the County also desire to cause the City and Agency Deeds of Trust and the County Deed of Trust (together, the "Deeds of Trust") to be equal in lien priority, and to share prorata in the proceeds of any foreclosure, condemnation or insurance claim as further set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

#### AGREEMENT

1. Definitions. The following terms have the following meanings:
  - (a) "Annual City Loan Payment" has the meaning in Section 2(b).
  - (b) "Annual County Loan Payment" has the meaning in Section 2(a).
  - (c) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:

- i. Fees paid to the County as the issuer of County of Contra Costa Multifamily Housing Revenue Bonds (Chesley Apartments) 2003, Series E and Series F;
- ii. property taxes and assessments imposed on the Development;
- iii. debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on Approved Financing;
- iv. on-site service provider fees for tenant social services, provided the County and City have approved, in writing, the plan and budget for such services before such services begin;
- v. property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County and the City;
- vi. the Partnership Management/Asset Fee;
- vii. fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership Management/Asset Fee;
- viii. premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;
- ix. utility services not paid for directly by tenants, including water, sewer, and trash collection;
- x. maintenance and repair expenses and services;
- xi. any annual license or certificate of occupancy fees required for operation of the Development;
- xii. security services;
- xiii. advertising and marketing;
- xiv. cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.2(a) of the County Loan Agreement;
- xv. cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.2(b) of the County Loan Agreement (excluding amounts deposited to initially capitalize the account);
- xvi. payment of any deferred portion of Developer Fee (without interest), not to exceed the amount set forth in Section 3.18 of the County Loan Agreement;
- xvii. extraordinary operating costs specifically approved in writing by

the County and the City;

xviii. the HOME Monitoring Fee; and

xix. payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and the City and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(d) "Approved Financing" means all of the following loans, grants, equity, and operating subsidy obtained by Borrower and approved by the County and the City for the purpose of financing the acquisition of the Property and the construction of the Development in addition to the County Loan and the City Loan:

i. loan from the Housing Trust Silicon Valley in the amount of Two Million Eight Hundred Twenty-Seven Thousand Ninety-Eight Dollars (\$2,827,098).

(e) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(f) "City" has the meaning set forth in the first paragraph of this Agreement.

(g) "City and Agency Deeds of Trust" has the meaning set forth in Paragraph F of the Recitals.

(h) "City Loan" has the meaning set forth in Paragraph E of the Recitals.

(i) "City Loan Agreement " has the meaning set forth in Paragraph E of the Recitals.

(j) "City Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the original principal amount of the City Loan by the sum of the original principal amounts of (i) the County Loan, (ii) the City RDA Loan, and (iii) the City Loan.

(k) "City Note" has the meaning set forth in Paragraph E of the Recitals.

(l) "City and Agency Notes" has the meaning set forth in Paragraph F of the Recitals.

(m) "City RDA Loan" has the meaning set forth in Paragraph F of the Recitals.

(n) "City RDA Loan Agreement " has the meaning set forth in Paragraph F of the Recitals.

(o) "City RDA Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the amount of the City RDA Loan by the sum of (i) the County Loan, (ii) the City RDA Loan, and (iii) the City Loan, to the extent such funds have been or are disbursed.

(p) "City RDA Note" has the meaning set forth in Paragraph F of the Recitals.

(q) "Completion Date" means the date a final certificate of occupancy, or equivalent document (such as a construction permit sign off for rehabilitation projects) is issued by the City to certify that the Development may be legally occupied.

(r) "County" has the meaning set forth in the first paragraph of this Agreement.

(s) "County Deed of Trust" has the meaning set forth in Paragraph D of the Recitals.

(t) "County Loan" has the meaning set forth in Paragraph C of the Recitals.

(u) "County Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.

(v) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the amount of the County Loan by the sum of (i) the County Loan, (ii) the City RDA Loan, and (iii) the City Loan, to the extent such funds have been or are disbursed.

(w) "County Note" has the meaning set forth in Paragraph D of the Recitals.

(x) "Deeds of Trust" has the meaning set forth in Paragraph H of the Recitals.

(y) "Default Rate" means a rate of interest equal to the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(z) "Developer Fee" has the meaning set forth in Section 3.18 of the County Loan Agreement.

(aa) "Development" has the meaning set forth in Paragraph B of the Recitals.

(bb) "Enforcing Party" has the meaning set forth in Section 6(b).

(cc) "Foreclosure Net Proceeds" means the proceeds that result from a foreclosure, or any other action, whether judicial or non-judicial, less (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by a lender that is a party to this Agreement in connection with such foreclosure or other action.

(dd) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

- i. all rents, fees and charges paid by tenants;
- ii. Section 8 payments and other rental or operating subsidy payments received for the dwelling units;
- iii. deposits forfeited by tenants;
- iv. all cancellation fees;
- v. price index adjustments and any other rental adjustments to leases or rental agreements;
- vi. net proceeds from vending and laundry room machines;
- vii. the proceeds of business interruption or similar insurance not paid to senior lenders;
- viii. the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and
- ix. condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

(ee) "HOME Monitoring Fee" has the meaning set forth in Section 3.20 of the County Loan Agreement.

(ff) "HUD" means the United States Department of Housing and Urban Development.

(gg) "Improvements" has the meaning set forth in Paragraph B of the Recitals.

(hh) "Lenders' Share of Residual Receipts" means one hundred percent (100%) of Residual Receipts.

(ii) "Partnership Agreement" means the agreement between Borrower's general partner and limited partner that governs the operation and organization of Borrower as a California limited partnership.

(jj) "Partnership/Asset Fee" means partnership management fees (including any asset management fees) payable to the partners of Borrower, in the amounts approved by the County as set forth in Section 3.19 of the County Loan Agreement.

(kk) "Property" has the meaning set forth in Paragraph B of the Recitals.

(ll) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(mm) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(nn) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-fifth (55<sup>th</sup>) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57<sup>th</sup>) anniversary of this Agreement.

2. Annual Payments to County and City.

(a) County Loan.

i. Commencing on May 1, 2024, and on May 1 of each year thereafter during the Term, Borrower shall make a loan payment to the County of the County Loan in an amount equal to the County Loan Prorata Percentage of Lenders' Share of Residual Receipts (each such payment, an "Annual County Loan Payment"). The County shall apply all Annual County Loan Payments to the County Loan as follows: (1) first, to accrued interest, and (2) second, to principal.

ii. Borrower shall repay the County Loan pursuant to the terms of the County Loan Agreement and the County Note. In the event of any conflict between the repayment terms and provisions of the County Loan Agreement and this Agreement, the provisions of this Agreement apply. The County may not consent to any amendment or waiver of the terms of the County Loan Agreement or the County Note if such amendment or waiver could reasonably be deemed to materially adversely affect the City, without the City's prior written approval, which the City may withhold in its sole discretion.

(b) City Loan.

i. Commencing on May 1, 2024, and on May 1 of each year thereafter during the Term, Borrower shall make a loan payment to the City in an amount equal to the City Loan Prorata Percentage of Lenders' Share of Residual Receipts (each such payment, an "Annual City Loan Payment"). The City shall apply all Annual City Loan Payments to the City Loan as follows: (1) first, to accrued interest, if any, and (2) second, to principal for the City Loan.

ii. Borrower shall repay the City Loan pursuant to the terms of the City Loan Agreement and the City Note. In the event of any conflict between the repayment terms of the City Loan Agreement, City Note, and this Agreement, the provisions of this Agreement apply. The City may not consent to any amendment or waiver of the terms of the City Loan Agreement or the City Note, if such amendment or waiver could reasonably be deemed to materially adversely affect the County, without the County's prior written approval, which the County may withhold in its sole discretion.

(c) City RDA Loan.

i. Commencing on May 1, 2024, and on May 1 of each year thereafter during the Term, Borrower shall make a loan payment to the City in an amount equal

the City RDA Loan Prorata Percentage of Lenders' Share of Residual Receipts (each such payment, an "Annual City RDA Loan Payment"). The City shall apply all Annual City RDA Loan Payments to the City RDA Loan as follows: (1) first, to accrued interest, if any, and (2) second, to principal for the City RDA Loan.

ii. Borrower shall repay the City RDA Loan pursuant to the terms of the City RDA Loan Agreement and the City RDA Note. In the event of any conflict between the repayment terms of the City RDA Loan Agreement, City RDA Note, and this Agreement, the provisions of this Agreement apply. The City may not consent to any amendment or waiver of the terms of the City RDA Loan Agreement or the City RDA Note, if such amendment or waiver could reasonably be deemed to materially adversely affect the County, without the County's prior written approval, which the County may withhold in its sole discretion.

3. Reports and Accounting of Residual Receipts.

(a) Annual Reports. In connection with the Annual County Loan Payment, the Annual City Loan Payment, and the Annual City RDA Loan Payment, Borrower shall furnish to the City and the County:

i. The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1 2023, and ends on December 31 of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

ii. A statement from the independent public accountant that audited Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lenders' Share of Residual Receipts is accurate based on Operating Income and Annual Operating Expenses; and

iii. Any additional documentation reasonably required by the County or the City to substantiate Borrower's calculation of Lenders' Share of Residual Receipts.

(b) Books and Records. Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 10 below, or elsewhere with the written consent of the County and the City, full, complete and appropriate books, record and accounts relating to the Development, including all books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement, which provide for the calculation of Residual Receipts on a cash basis. Borrower shall cause all books, records, and accounts to be open to and available for inspection by the County and the City, their auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County and the City at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve records on which any statement of Residual Receipts is based for a

period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) County and City Audits.

i. The receipt by the County or the City of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the County or the City of any loan repayment for any period does not bind the County or the City as to the correctness of such statement or such payment. The County or the City or any designated agent or employee of the County or the City is entitled at any time to audit the Residual Receipts and all books, records, and accounts pertaining thereto. The County and/or the City may conduct such audit during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, the County or the City, as the case may be, shall deliver a copy of the results of the audit to Borrower.

ii. If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County and/or the City, then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of (i) \$2,500, and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the costs and expenses connected with the audit and review of Borrower's accounts and records incurred by the County and/or the City.

4. Deeds of Trust. Notwithstanding the fact that the City and Agency Deeds of Trust recorded prior to the County Deed of Trust, the Deeds of Trust are equal in lien priority.

5. Notice of Default.

(a) The County and the City shall each notify the other promptly upon declaring a default or learning of the occurrence of any material event of default, or any event which with the lapse of time would become a material event of default, under its respective loan documents for the City Loan, the City RDA Loan, and the County Loan.

(b) Neither the City nor the County may make a demand for payment from Borrower or accelerate the City and Agency Notes, or the County Note, as the case may be, or commence enforcement of any of the rights and remedies under the City and Agency Deeds of Trust or the County Deed of Trust, as the case may be, until the date that is five (5) business days following delivery of written notice by the party enforcing its rights (the "Enforcing Party") to the other party stating that a "default" (as defined in the relevant Deed of Trust) has occurred and is continuing and that the Enforcing party is requesting the other party's assistance in foreclosure pursuant to Section 6.

6. Cooperation in Foreclosure.

(a) If there is a default under the City Loan, the City RDA Loan and/or County Loan, after expiration of any applicable cure periods, the party who is the lender on the defaulted loan shall cooperate with the other lender that is a party to this Agreement to coordinate any foreclosure proceedings or other appropriate remedies.

(b) Neither the County nor the City may contest the validity, perfection, priority, or enforceability of the lien granted to the other party by a deed of trust secured by the Property. Notwithstanding any failure of a party to perfect its lien on the Property or any other defect in the security interests or obligations owing to such party, the priority and rights as between the lenders that are parties to this Agreement are as set forth in this Agreement.

7. Foreclosure Proceeds. If there is a foreclosure, or any other action, whether judicial or nonjudicial, under one or all of the Deeds of Trust (including the giving of a deed in lieu of foreclosure), the proceeds resulting from such foreclosure or action will be first used to pay (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by the County, the City, or both, in connection with such foreclosure or other action. After such payments (i) the City is entitled to the result obtained by multiplying the City Loan Prorata Percentage by the Foreclosure Net Proceeds and the City RDA Loan Prorata Percentage by the Foreclosure Net Proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Loan Prorata Percentage by the Foreclosure Net Proceeds.

8. Insurance and Condemnation Proceeds. If, as a result of having made the City RDA Loan, the City Loan, and the County Loan, the City and County are entitled to insurance or condemnation proceeds, they will share such proceeds as follows: (i) the City is entitled to the result obtained by multiplying the City Loan Prorata Percentage by the available proceeds and the City RDA Loan Prorata Percentage by the available proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Loan Prorata Percentage by the available proceeds.

9. Title to Property. If, as a result of having made the City RDA Loan, the City Loan and the County Loan, either the City or the County is entitled to title to the Property as a consequence of Borrower's default, then title is to be held in tenancy in common by the City and the County in accordance with their respective prorata share of the Foreclosure Net Proceeds. Subsequent decisions to hold or sell the Property will be made by joint decision of the City and the County.

10. Notices. All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the parties as follows:

City: City of Richmond  
450 Civic Center Plaza  
Richmond, CA 94804  
Attention: City Manager

County: County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, California 94553  
Attention: Assistant Deputy Director

Borrower: Chesley Avenue Limited Partnership  
c/o Community Housing Development Corporation of  
North Richmond  
1535 A Fred Jackson Way  
Richmond, CA 94801  
Attention Executive Director

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate as provided in this Section. Receipt will be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

11. Titles. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

12. California Law. This Agreement is governed by the laws of the State of California.

13. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

14. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof.

15. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

16. Amendments. This Agreement may not be modified except by written instrument executed by and amongst the parties.

*[signatures on following page]*

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

**BORROWER:**

CHESLEY AVENUE LIMITED PARTNERSHIP  
a California limited partnership

By: Chesley Avenue LLC,  
a California limited liability company,  
its general partner

By: Community Housing Development  
Corporation of North Richmond,  
a California nonprofit public benefit  
corporation, its sole member and  
manager

By: \_\_\_\_\_  
Don Gilmore, Executive Director

**APPROVED AS TO FORM:**

THOMAS L. GEIGER  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**COUNTY:**

COUNTY OF CONTRA COSTA, a political  
subdivision of the State of California

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and  
Development

*Signatures continue on following page*

**ATTEST:**

By: \_\_\_\_\_  
Pamela Christian, City Clerk

**CITY:**

CITY OF RICHMOND, a municipal corporation

By: \_\_\_\_\_  
Shasa Curl, City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
\_\_\_\_\_,  
City Attorney

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 \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

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 \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

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 \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION

The land referred to is situated in the County of Contra Costa, City of Richmond, State of California, and is described as follows:

Lots 8 through 28, Block 210, Map of Walls Second Addition, filed March 4, 1912, Map Book 6, [Page 140](#), Contra Costa County Records.

APN: 561-251-003-1