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DOC# 2023-0203564



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Jul 28, 2023 04:29 PM
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JORDAN Z. MARKS,
SAN DIEGO COUNTY RECORDER
FEES: \$56.00 (SB2 Atkins: \$0.00)

Recording Requested By:

PAGES: 15

When Recorded Mail To:

Christensen & Spath LLP
401 West A Street, Suite 2250
San Diego, CA 92101

93584

**AFFORDABLE ACCESSORY DWELLING UNIT
AGREEMENT AFFECTING REAL PROPERTY
(4469 Altadena Street)**

THIS AFFORDABLE ACCESSORY DWELLING UNIT AGREEMENT AFFECTING REAL PROPERTY ("Agreement") is dated as of the 23rd day of June, 2023, between the San Diego Housing Commission ("Commission") and Black Arrow Capital One LLC, a California limited liability company ("Owner").

RECITALS

A. Owner owns the real property generally located at 4469 Altadena Street, in the City of San Diego ("City"), County of San Diego, California, more particularly described on Exhibit "A" attached hereto ("Property").

B. The term "accessory dwelling unit," as used in this Agreement, shall have the meaning set forth in Section 141.0302 of the San Diego Municipal Code ("ADU Law"). Section 141.0302(c)(2)(G) of the San Diego Municipal Code, allows Owner to construct one (1) additional accessory dwelling unit for every accessory dwelling unit on the Property that is set aside as affordable to very low income, low income or moderate income households for a period of not less than 15 years.

C. The Owner desires to construct a total of four (4) accessory dwelling units ("Project") on the Property. Two (2) of those accessory dwelling units are allowed by right, the other two (2) are being provided pursuant to Section 141.0302(c)(2)(G) of the ADU Law and the Owner has consequently agreed to restrict the occupancy of one (1) accessory dwelling unit ("Affordable ADU"), so that the Affordable ADU is affordable to a moderate income household at a rent, including any and all homeowners association fees or other similar fees (the rent will also include a utility adjustment based upon the "San Diego Housing Commission Utility Allowance Schedule," as adjusted from time to time, a copy of which is available at the Commission offices), that does not exceed thirty percent (30%) of one hundred ten percent (110%) of area median income, pursuant to the ADU Law and as provided in this Agreement.

This document is filed for record
by TICOR TITLE OF CALIFORNIA
as an Accommodation only, and
has not been Examined as to its
Sufficiency of Validity.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration Commission and Owner agree as follows:

AGREEMENT

1. Owner Covenants. Owner agrees and covenants on behalf of itself and its successors and assigns, and each successor in interest to the Property, that at all times during the term of this Agreement set forth herein one (1) one-bedroom accessory dwelling unit on the Property shall be set aside and reserved as the Affordable ADU. As used herein the term "Affordable ADU" shall refer to the residential accessory dwelling unit on the Property which is held available strictly in accordance with the terms and conditions set forth below.
2. Area Median Income. As used herein, "Area Median Income" or "AMI" shall mean the area median income, as adjusted for family size, for the San Diego-Carlsbad Metropolitan Statistical Area, established periodically by the U.S. Department of Housing and Urban Development ("HUD") and published in the Federal Register. In the event HUD ceases to publish an established Area Median Income as aforesaid, the Commission may, in its sole discretion, use any other reasonably comparable method of computing Area Median Income.
3. Owner Covenants Concerning the Affordable ADU.
 - (a) Occupancy Restrictions. During the term of this Agreement, the Affordable ADU shall be occupied by a family earning at or below one hundred ten percent (110%) of the Area Median Income.
 - (b) Rent Restrictions. During the term of this Agreement, the monthly rental rate for the Affordable ADU (which shall include a utility allowance based upon the "San Diego Housing Commission Utility Allowance Schedule," as adjusted from time to time) shall not exceed 1/12 of thirty percent (30%) of one hundred ten percent (110%) of the Area Median Income, as adjusted for assumed family size and utilities.
4. Deed of Trust. Owner shall, concurrently with the execution of this Agreement, execute, acknowledge and record a deed of trust on the Property ensuring timely performance of the obligations set forth in this Agreement ("Deed of Trust"). The Deed of Trust shall be subordinated to the construction deed(s) of trust and/or permanent financing in favor of an institutional lender. The subordination shall be upon such terms and conditions and for such periods of time as the President and CEO may approve to protect the provision of affordable housing as required by this Agreement. Commission shall reconvey the Deed of Trust following the expiration of the fifteen (15) year term of this Agreement.
5. Design, Construction and Occupancy Schedule for the Affordable ADU. The Affordable ADU shall receive final inspection approval no later than the date that the market-rate accessory dwelling unit receives final inspection and approval. Time is of the essence in the occupancy of the Affordable ADU.

6. Eligibility. The Affordable ADU shall not be rented to a prospective tenant or occupied by any person unless and until the Commission, through its designated staff, has verified that the prospective tenant or occupant is eligible, and that affordable rent will be charged in accordance with the criteria set forth in this Agreement. Owner and/or its successor in interest shall ensure that all eligibility and rent criteria are met during the term of this Agreement. Annually, on the anniversary of the initial certification of compliance as determined by the Commission of each year during the term of this Agreement, Owner or its successor in interest shall certify to the Commission that the Affordable ADU is being occupied by eligible tenants. Said certification shall be on forms acceptable to the Commission.

7. Indemnity. Owner agrees to indemnify, defend and hold harmless the Commission, the City of San Diego, the Housing Authority of the City of San Diego, and any and all of their respective Commissioners, members, officers, agents, servants, or employees (the "Indemnitees") from and against all claims, liens, claims of lien, losses, damages, costs, and expenses, whether direct or indirect, arising in any way from the construction, sale, rental or operation of the Property and/or any of the units, or from the default by Owner in the performance of its obligations under this Agreement; provided, however, that Owner shall not be required to indemnify, defend or hold harmless any of the Indemnitees from claims, losses, damages, costs and expenses related to the sole negligence or willful misconduct of the Indemnitees.

8. Covenants to Run With the Land. Owner agrees that all of its obligations hereunder shall constitute covenants, which shall run with the land and shall be binding upon the Property and upon every person having any interest therein at any time and from time to time during the term of this Agreement. Further, Owner agrees that, if a court of competent jurisdiction determines that the obligations set forth herein do not qualify as covenants running with the land, they shall be enforced as equitable servitudes.

9. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective heirs, successors and assigns. Owner shall not sell, transfer or otherwise dispose of the Property, any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to Commission an express written assumption of all of Owner's obligations under this Agreement, on a form reasonably acceptable to Commission. Upon assignment and assumption by a successor entity, as approved by Commission, Owner shall be released from all prospective liability and responsibility under the terms of this Agreement.

10. Restrictions. The following restrictions shall also be applicable to the Affordable ADU:

(a) No Relationship With Owner. The Affordable ADU shall not be occupied or leased to Owner or any relative (by blood or marriage) of Owner or any person employed by Owner or of any individuals who are members, principals, executives, directors, partners or shareholders of Owner or in any entity having an ownership in Owner or in the Property.

(b) No Student Dependents. Notwithstanding the provisions of Section 10(b), the Affordable ADU shall not be occupied or leased to any student dependent as defined in the U.S. Internal Revenue Code, unless the taxpayer (upon whom the student in question is dependent) resides in the same unit.

(c) No Owners of Real Property. The Affordable ADU shall not be occupied or leased to any person or any household comprised of one or more persons who own real property.

(d) Liquid Asset Limitation. The Affordable ADU shall not be occupied or leased to any person or household holding, directly or indirectly, liquid assets whose aggregate value exceeds, at the time of determination of eligibility, one hundred ten percent (110%) of the then-current annual Area Median Income. As used herein, the term “liquid assets” refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term “liquid assets” shall not include retirement funds which are not readily accessible or which cannot be accessed by the tenant without the tenant incurring a penalty.

(e) Income of Co-Tenants. The income of all co-tenants and/or occupants shall be taken into account in determining whether a tenant or prospective tenant meets the requirements of this Agreement.

(f) Eligible Tenants - Increased Income. If as a result of the annual recertification procedure described above any household which was previously determined to be eligible to occupy the Affordable ADU is determined to be ineligible as a result of increased income or assets, the Commission will provide written notification thereof, and Owner shall have one hundred eighty days (180) from the date of notification to take all reasonable steps to pursue eviction of the ineligible household. If Owner fails to act within the one hundred eighty day (180) period, which shall not include any days in which a state or local eviction moratorium is in place, the Commission shall require payment of a fee by Owner, provided that no fee shall be payable so long as Owner is diligently pursuing eviction of the ineligible household by appropriate proceedings. Under this fee requirement, the ineligible tenant residing in the Affordable ADU shall pay the full market rate rent, and Owner shall pay the difference between the affordable rent and the full market rate rent, as determined by the Commission, to the Commission. The period of fee payment shall in no event exceed a period of six months, at which time Owner’s failure to provide the Affordable ADU to a household eligible hereunder shall constitute a material default under this Agreement.

11. Term. Pursuant to the ADU Law, the term of this Agreement shall begin upon the completion of the construction of the Affordable ADU, evidenced by the issuance of certificates of occupancy, and shall remain in full force and effect for a period of fifteen (15) years thereafter.

12. Covenant Against Discrimination. Owner agrees that neither it nor its agents shall unlawfully discriminate against any tenant or prospective tenant of the Affordable ADU on the basis of race, color, religion, sex, sexual orientation, sexual identity, national origin, physical handicap, or the fact that a prospective tenant or tenant has a child or children.

13. Enforcement; Remedies; Security.

(a) Standing; Equitable Remedies; Remedies Cumulative. Owner expressly agrees and declares that Commission or any successor public agency shall be the proper party and shall have

standing to initiate and pursue any and all actions or proceedings, at law or in equity, to enforce the provisions hereof and/or to recover damages for any event that is expressly stated to be a material default hereunder and which event remains uncured following sixty (60) days' written notice to Owner by Commission (or up to one hundred twenty (120) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of Commission, being diligently pursued), notwithstanding the fact that such damages or the detriment arising from such a material default that remains uncured as aforesaid may have actually been suffered by some other person or by the public at large. Further, Owner expressly agrees that injunctive relief and specific performance are proper pre-trial and/or post-trial remedies hereunder to assure compliance with this Agreement. Nothing in this Section 13(a) and no recovery by the Commission shall restrict or limit the rights or remedies of persons or entities other than the Commission, including but not limited to the City, against Owner in connection with the same or related acts by Owner, provided that Owner shall not be subject to duplicate awards or recoveries. The remedies set forth in this Section 13 are cumulative and not mutually exclusive, except to the extent that their award is specifically determined to be duplicative by final order of a court of competent jurisdiction. Further, the award of damages hereunder shall not bar the exercise of police power or other governmental powers, or the pursuit of criminal, civil or administrative penalties by the City in connection with any material default under this Agreement that remains uncured as aforesaid. Owner acknowledges that a material default under this Agreement that remains uncured may constitute a violation of state law.

(b) Remedies At Law For Breach Of Rental Restrictions. In the event of any material default under the provisions hereof that remains uncured following thirty (30) days written notice to Owner by the Commission (or up to one hundred twenty (120) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of the Commission, being diligently pursued or, in the event Owner has instituted eviction proceedings, until the completion of such eviction proceedings) regarding restrictions on rental of the Affordable ADU, at the sole option of the Commission, the Commission shall be entitled to the following remedies at law to the extent they are not duplicative, the election of which shall not be required and may be revoked and/or modified until immediately prior to entry of judgment:

(1) Damages For Specific Breach. The Commission shall be entitled to recover compensatory damages, at its sole option in the event of a material uncured default under the terms of this Agreement. If the material uncured default in question involves the violation of Section 13(a) above, the amount of such compensatory damages shall be the product of multiplying (A) the number of months that the material uncured default in question has continued (following expiration of Owner's cure period) until the time of trial or cure, whichever occurs first, by (B) the result of subtracting (i) the rents properly chargeable hereunder for the Affordable ADU from (ii) the rents actually collected by Owner for the Affordable ADU for the months in question, as reasonably determined by the Commission. Owner and the Commission agree that it would be extremely difficult or impracticable to ascertain the precise amount of actual damages accruing to the Commission as a result of such a material uncured default and that the foregoing formula is a fair and reasonable method of approximating such damages. The Commission shall be entitled to seek and to recover damages in separate actions for successive, separate breaches, which may occur during the term of this Agreement. Further, interest shall accrue on the amount of such damages from the date of the expiration of Owner's cure period for the material uncured breach in

question at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less. Nothing in this section shall preclude the award of exemplary damages as allowed by law.

(2) Acceleration and Liquidation of Future Performance. At the sole option of the Commission, if any material default by Owner in the performance of its obligations under this Agreement remains uncured for more than ninety (90) days after written notice to Owner by the Commission specifying such breach in reasonable detail (or such longer period of time, not to exceed six (6) months, as may reasonably be required for Owner to cure such breach exercising reasonable diligence), Owner's obligation to perform hereunder may be accelerated by the Commission and declared immediately due through the payment of a liquidated sum. Owner and the Commission agree that it would be extremely difficult and impractical to predict the precise cost to the Commission of (i) locating a rental unit equivalent to the Affordable ADU, (ii) procuring such unit (through purchase, lease or subsidies) at the rent discounts contemplated herein, (iii) performing the substantial administrative activities associated with replacing the Affordable ADU, and (iv) inflation. Therefore, Owner and the Commission agree that, in the event of a material default hereunder by Owner that remains uncured as aforesaid, and upon written notice from the Commission to Owner that the Commission has elected to exercise its option to accelerate and liquidate Owner's performance hereunder in accordance with the provisions of this Section 13(b)(2), Owner shall pay, and the Commission shall be entitled to receive, within thirty (30) days of the Commission's delivery of such written notice, in complete liquidation of the Commission's future monetary damages and Owner's future obligations under this Agreement, a lump sum payment equal to: (A) the aggregate of the mathematical differences between the monthly rent for "Comparable Market Rate Unit" (as determined by the Commission, using statistical data for units of the same size and location at the time of the breach) and the monthly rent allowable hereunder for the Affordable ADU, at the date of delivery of the aforesaid written notice of election to accelerate, multiplied by (B) the number of months remaining in the term of this Agreement, from and after the date of delivery of the aforesaid written notice of election to accelerate. Owner and the Commission agree that acceleration is a fair and reasonable remedy for non-compliance hereunder, and that the foregoing formula represents a fair and reasonable method of approximating and liquidating the future monetary obligations of Owner to the Commission hereunder for purposes of any such optional acceleration by the Commission. Further, such liquidated amount shall automatically commence to bear interest at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less, from and after the date that the Commission delivers to Owner the aforesaid written notice of the Commission's election to accelerate Owner's performance hereunder, until paid. Further, if Owner breaches this Section 13(b)(2), the Commission shall be entitled to receive all reasonable attorneys' fees, costs of suit, title insurance charges, foreclosure costs and other out-of-pocket expenses reasonably incurred in recovering such liquidated amount.

14. Commission Monitoring Functions. It is contemplated that, during the term of this Agreement, Commission will perform the following monitoring functions:

(a) Commission shall prepare and make available to Owner any general information that it possesses regarding income limitations and restrictions, which are applicable to the Affordable ADU.

(b) Commission shall review the applications of prospective occupants of the Affordable ADU and determine the eligibility of such persons.

(c) Commission shall review the documentation submitted by Owner in connection with the initial qualification of tenants and the annual certification process for tenant eligibility described in Section 6, above. Notwithstanding the foregoing description of Commission's functions, Owner shall have no claim or right of action against Commission based on any alleged failure to perform such functions.

15. Fees and Cost Reimbursement.

(a) Initial Set-Up Fee and Occupancy Monitoring Fee. Owner agrees to pay the Commission, at the time the Certificate of Occupancy is issued by the City of San Diego, an initial monitoring fee in the amount set forth in schedules promulgated by Commission from time to time. In addition, in each year during the term of this Agreement, Owner shall pay to the Commission an annual monitoring fee, as determined by Commission in schedules promulgated by Commission from time to time. Failure to timely pay such fees shall constitute a material default under this Agreement.

(b) Cost Reimbursement. The Owner deposited \$600.00 with the Commission as a deposit against costs incurred by the Commission in connection with implementation of the ADU Law. In the event actual costs incurred by the Commission exceed \$600.00, the Owner shall pay such excess to the Commission.

16. Physical Condition of the Affordable ADU. After completion of construction of the Project, Owner shall continually maintain the Affordable ADU in a decent, safe and sanitary condition, and in good repair in a manner which satisfies the Uniform Physical Conditions Standards promulgated by the Department of Housing and Urban Development (24 CFR §5.705), as such standards are interpreted and enforced by Commission under its normal policies and procedures. Commission shall have the right to inspect the Affordable ADU from time to time, on reasonable notice and at reasonable times, in order to verify compliance with the foregoing maintenance covenant. Further, the Affordable ADU shall be requalified annually, as to the foregoing maintenance covenant, as part of the annual tenant requalification process. Any deficiencies in the physical condition of the Affordable ADU shall be corrected by Owner at Owner's expense within thirty (30) days of the identification of such deficiency by Commission and delivery of written notice of the same to Owner.

17. General Provisions.

(a) Integration. The undersigned, and each of them, acknowledge and represent that no promise or inducement not expressed in this Agreement has been made in connection with this Agreement. This Agreement contains the entire agreement and understanding between the parties as to its subject matter.

(b) Waiver and Amendment. No provision of this Agreement, or breach of any provision, can be waived except in writing. Waiver of any provision or breach shall not be deemed to be a waiver of any other provision, or of any subsequent breach of the same or other provision. This Agreement may be amended, modified or rescinded only in writing signed by both parties hereto.

(c) Time of Essence. Time is expressly declared to be of the essence in this Agreement, and of every provision in which time is an element.

(d) Captions. Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference, and are not a substantive part of this Agreement.

(e) Additional Documents. The parties each agree to sign any additional documents, which are reasonably necessary to carry out this Agreement or to accomplish its intent.

(f) Benefit and Burden. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. This Agreement is not intended to benefit any person other than the parties hereto.

(g) Governing Law. This Agreement has been entered into in the State of California, and shall be interpreted and enforced under California law.

(h) Attorneys' Fees. The prevailing party in any action, including, but not limited to, arbitration, a petition for writ of mandate, and/or an action for declaratory relief, brought to enforce, interpret or reform the provisions of this Agreement shall be entitled to reasonable attorneys' fees and costs (including, but not limited to, experts' fees and costs, and including "costs" regardless of whether recoverable as such under statute) incurred in such action.

(i) Counterparts. This Agreement may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same Agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

(j) Recordation. This Agreement shall be recorded in the Office of the County Recorder for the County of San Diego in first lien priority position.

(k) Notices. All notices given pursuant to this Agreement shall be in writing and sent to the party at its address appearing below (a) by certified or registered U.S. mail, return receipt requested, (b) overnight by a nationally recognized overnight courier such as UPS Overnight or

FedEx, or (c) by personal delivery. All notices shall be effective upon receipt (or refusal to accept delivery). These addresses may be changed by any party by written notice to all other parties.

If to Commission: San Diego Housing Commission
Attention: Real Estate Department, ADU Compliance
1122 Broadway, Suite 300
San Diego, CA 92101

If to Owner: Black Arrow Capital One LLC
2828 University Avenue, Suite 105
San Diego, CA 92104

(l) Exhibits and Recitals Incorporated. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement. The Recitals to this Agreement are hereby incorporated in this Agreement by this reference.

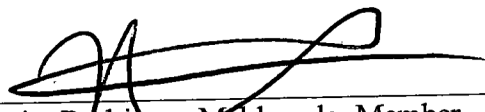
(m) Title. Owner shall open a title order to ensure proper and timely recordation of this Agreement and the Deed of Trust.

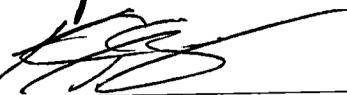
(n) Signature Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Commission that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

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

OWNER:

Black Arrow Capital One LLC, a California limited liability company

By: 
Xavier Rodriguez Maldonado, Member


By: 
Kalani Creutzburg, Member

xavier Rodriguez Maldonado


By: 
Ramon Velarde, Member

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

COMMISSION:
San Diego Housing Commission

By: 
Molly Weber
Senior Vice President of Policy and Land Use

APPROVED AS TO FORM:
Christensen & Spath LLP

By: 
Walter F. Spath III
Commission General Counsel *Walter F. Spath III*

ACKNOWLEDGMENT

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 Diego)

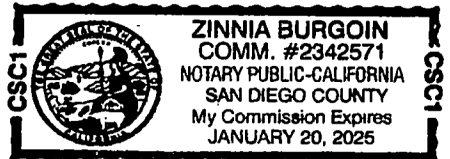
On June 27th, 2023, before me, Zinnia Burgoin, notary public, personally appeared Molly Weber who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Zinnia Burgoin

(Seal)



ACKNOWLEDGMENT

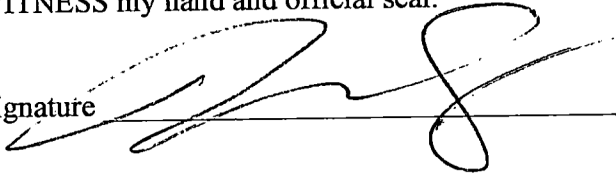
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On June 27, 2023, before me, Jeannette Wright, notary public, personally appeared Xavier Rodriguez Maldonado who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

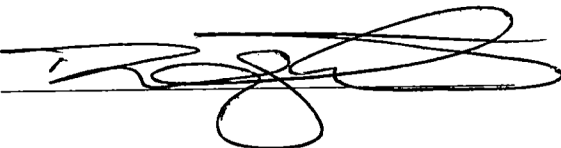
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State of California)
)
County of San Diego)

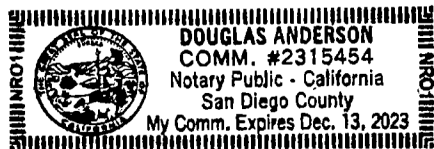
On 7/6/2023, ^{DA}2023, before me, Douglas Anderson, notary public, personally appeared Kalani Creutzburg who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

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.

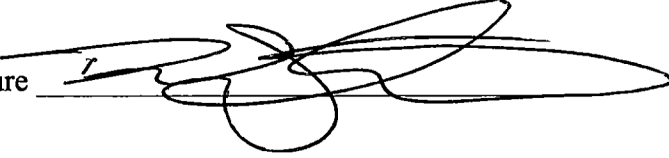
State of California)

County of San Diego)

On 7/6/2023, ^{DA}2023, before me, Douglas Anderson, notary public, personally appeared Ramon Velarde who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)

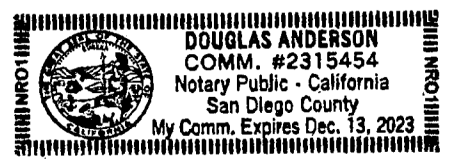


Exhibit "A"

Legal Description

That certain real property located in the City of San Diego, County of San Diego, State of California more particularly described as follows:

Lot 7 and the North 5 feet of Lot 8 Block 4 of Alhambra Park, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 1488, filed in the office of the County Recorder of San Diego County November 4, 1912.

APN: 472-011-05-00