

RECORDING REQUESTED BY
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 document pursuant to
Government Code Section 278393 and 27388.1

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**SECOND AMENDMENT
OF REGULATORY AGREEMENT**
(Aspen Court)

THIS SECOND AMENDMENT OF REGULATORY AGREEMENT (the "Second Amendment") is dated June 1, 2023, and is by and between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Aspen Drive Housing, Inc., a California nonprofit public benefit corporation ("Borrower"):

RECITALS

A. Borrower is the owner of that certain real property located at 121 Aspen Drive in the unincorporated area of Pacheco, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower has constructed twelve (12) housing units (the "Units") on the Property, for rental to extremely low and very low and low income households (the "Development").

B. Pursuant to a loan agreement dated March 29, 1996, the County loaned Borrower Seven Hundred Fourteen Thousand Five Hundred Dollars (\$714,500) (the "Original County Loan"). The Original County Loan was comprised of HOME Investment Partnerships Act funds and Housing Opportunities for Persons with AIDS Program ("HOPWA") funds. The Original County Loan was used to construct the Development.

C. The Original County Loan is evidenced by (i) a HOME/HOPWA Loan Agreement between the County and Resources for Community Development ("RCD") dated March 29, 1996, as modified by that certain Modification Agreement dated June 1, 1996 recorded October 1, 1996 as Instrument No. 96-183124 (the "Modification Agreement"), as amended by that certain First Amendment of HOME/HOPWA Loan Agreement dated January 14, 1998 (the "First Amendment"), as further modified by that certain Subordination and Modification Agreement dated September 1, 1998 and recorded on September 10, 1998 as

Instrument No. 98-0218947 (the "Subordination and Modification", as assigned to Borrower pursuant to an Assignment and Assumption Agreement dated September 8, 1998, and recorded against the Property September 10, 1998, as Instrument No. 98-0218946 (the "Assignment Agreement"), (ii) two promissory notes dated March 29, 1996, executed by RCD for the benefit of the County, as modified and amended by the Modification Agreement, First Amendment, and Subordination and Modification, and as assigned to Borrower pursuant to the Assignment Agreement, (iii) a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing dated March 29, 1996, executed by RCD for the benefit of the County and recorded against the Property on March 29, 1996, as Instrument No. 96-96-58012, as modified and amended by the Modification Agreement, that certain Modification of Deed of Trust dated January 14, 1998 and recorded against the Property July 8, 1998, as Instrument No. 98-0157029, and the Subordination and Modification, and as assigned to Borrower pursuant to the Assignment Agreement, and (iv) a Regulatory Agreement between RCD and the County dated March 29, 1996, and recorded against the Property on March 29, 1996, as Instrument No. 96-58013, as modified and amended by the Modification Agreement, that certain the First Amendment to Regulatory Agreement dated January 14, 1998, and recorded against the Property July 8, 1998, as Instrument No. 98-157028, and the Subordination and Modification, and as assigned to Borrower pursuant to the Assignment Agreement (the "Original County Regulatory Agreement").

D. Defined terms used but not defined in this Second Amendment are as defined in the Original County Regulatory Agreement.

E. Borrower intends to rehabilitate the Development. To assist with the rehabilitation of the Development, Borrower desires to borrow an additional Six Hundred Thousand Dollars (\$600,000) of HOPWA funds (the "New County HOPWA Loan") from the County.

F. As consideration for the New County HOPWA Loan and in accordance with 24 C.F.R. Part 574 (the HOPWA regulations), the County requires the term of the Original County Regulatory Agreement to be extended to correspond with the expiration date of the documents evidencing the New County HOPWA Loan.

G. Concurrently with the execution of this Second Amendment: (i) the parties are executing a HOPWA Loan Agreement that sets forth the terms of the New County HOPWA Loan, (ii) Borrower is executing a Promissory Note, which evidences Borrower's obligation to repay the New County HOPWA Loan, and (iii) Borrower is executing a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing, which encumbers the Property to secure repayment of the New County HOPWA Loan.

The parties therefore agree to amend the Original County Regulatory Agreement as follows:

AGREEMENT

1. Term. Section 17 of the Regulatory Agreement is deleted in its entirety and replaced with the following:

17. **TERM OF AGREEMENT.** This Agreement commences upon execution and will remain in full force and effect until the later of (i) January 1, 2078, and (ii) the expiration of the HUD Assistance Documents."

2. **Full Force and Effect.** Except as set forth in this Second Amendment, the Original County Regulatory Agreement remains unmodified and in full force and effect.

3. **Counterparts.** This Second Amendment may be signed in counterpart and, if signed in counterpart, each counterpart signature is an original signature, and all the counterparts together constitute one and the same agreement.

[signatures on following page]

The parties are signing this Second Amendment as of the day and year first above written.

BORROWER:

ASPEN DRIVE HOUSING, INC.,
a California nonprofit public benefit corporation,

By: _____
Daniel Sawislak, Executive Director

APPROVED AS TO FORM:

Thomas L. Geiger
Chief Assistant 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

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 of the Property

Real Property in the unincorporated area of Pacheco, County of Contra Costa, State of California, described as follows:

PORTION OF THE RANCHO LAS JUNTAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE OLD COUNTY ROAD FROM MARTINEZ TO PACHECO WHICH BEARS ALONG SAID CENTER LINE NORTH 23° 34' 30" WEST, 50.57 FEET, AND NORTH 30° 18' WEST, 71.5 FEET FROM THE NORTHEAST CORNER OF THE 9.13 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM CAROLINE M. CAVANAGH, ET AL, TO MARY L. LAWRENCE, ET AL, DATED SEPTEMBER 23, 1930 AND RECORDED SEPTEMBER 30, 1930, IN [VOLUME 258 OF OFFICIAL RECORDS, AT PAGE 41](#), SAID NORTHEAST CORNER BEING AT THE INTERSECTION OF THE CENTER LINE OF SAID COUNTY ROAD WITH THE SOUTH LINE OF DALTON LANE EXTENDED EASTERLY; THENCE FROM SAID POINT OF BEGINNING, NORTH 30° 18' WEST, ALONG THE CENTER LINE OF SAID COUNTY ROAD, 139.21 FEET; THENCE SOUTH 77° 21' WEST ALONG A FENCE LINE, 167.18 FEET TO AN IRON PIPE; THENCE SOUTH 12° 06' EAST ALONG A FENCE LINE, 112.69 FEET; THENCE NORTH 76° 15' 30" EAST, 50.96 FEET TO AN IRON PIPE; THENCE SOUTH 12° 58' EAST ALONG A FENCE LINE, 23.36 FEET TO AN IRON PIPE; THENCE NORTH 76° 29' EAST ALONG A FENCE LINE, 159.4 FEET TO THE POINT OF BEGINNING.

APN: [125-140-006-3](#)