

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City Clerk
City of South San Francisco
P.O. Box 711
South San Francisco, CA 94083

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GOVERNMENT CODE §§ 6103, 27383

Space above this line for Recorder's use.

**FIRST AMENDMENT TO AFFORDABLE HOUSING REGULATORY AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

(SSF PUC)

This First Amendment to Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "**First Amendment**") is dated as of _____, 2025 and amends that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants entered into effective as of December 1, 2022 ("**Effective Date**") by and between the City of South San Francisco, a municipal corporation ("**City**"), and 1051 Mission Affordable LLC, a California limited liability company ("**Owner**"). City and Owner are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. Owner owns that certain real property located in the City of South San Francisco referred to as "Site C2," located at 1051 Mission Road, and more particularly described in Exhibit A attached hereto (the "**Property**").

B. The Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants entered into by the Parties and effective as of December 1, 2022 encumbers the Property (the "**Original Regulatory Agreement**").

C. The Owner and City are parties to a Loan Agreement dated January 27, 2022 pursuant to which the City agreed to loan Two Million and No/100 Dollars (\$2,000,000.00) (the "**Original Loan**") using Commercial Linkage Fee monies in the Affordable Housing Assets Fund.

D. The City was awarded 2021 Local Housing Trust Funds (the "**LHTF Funds**") by the State of California, made available by the Veterans and Affordable Housing Bond Act of 2018

(Proposition 1), adopted by voters on November 6, 2018 and pursuant to California Health and Safety Code Section 50842.2 and Section 50843.5(a), the Local Housing Trust Fund Final 2020 Guidelines dated April 2020 (the “**Guidelines**”) and the May 3, 2021 Notice of Funding Opportunity. The City’s award of LHTF is evidenced by Standard Agreement 21-LHTFCOM-16929 dated August 30, 2022..

E. Through an Amendment to Loan Agreement dated substantially concurrently with this Agreement, the City is providing additional loan funds consisting of Three Hundred Sixty Two Thousand Five Hundred Dollars (\$362,500) in Commercial Linkage Fee funds (the “**New Linkage Fee Loan**”) and Two Million Three Hundred Sixty Two Thousand Five Hundred Dollars (\$2,362,500) in the LHTF Funds (the “**New LHTF Loan**”) to Borrower. The Original Loan and the new Linkage Fee Loan are the local matching funds required by Section 104 of the Guidelines (the “**Matching Funds**”).

F. The Parties are entering into this First Amendment in compliance with Section 105 of the Guidelines, which require that at least 30% of the LHTF Funds, after deducting administrative expense, and the Matching Funds shall be expended on assistance to Extremely Low-Income Households as defined in the Guidelines.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

AGREEMENT

1. Section 2.1 of the Original Regulatory Agreement is amended as follows:

2.1 **Affordability Requirements.** For a term of fifty-five (55) years commencing upon the date of issuance of a final certificate of occupancy for the Project, fifty-five (55) of the Units in the Project shall be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households at Very Low Income Rents. Three of such fifty-five (55) units will be rented to and occupied by or, if vacant, available for occupancy by Extremely Low Income Households at Extremely Low Income rents. The remaining Units within the Project, exclusive of a manager's Unit, shall be rented at an Affordable Rent to and occupied by or, if vacant, available for occupancy by households whose incomes range between Extremely Low Income Households and Lower Income Households. The Units, excluding the manager's unit, will be restricted to a maximum of 80% AMI. The average affordability including all Units (exclusive of the manager's unit) will not exceed sixty percent (60%) of AMI. The Parties acknowledge that the Development Agreement and Assignment and Assumption of Development Agreement and Purchase and Sale Agreement dated July 9, 2021, defined the Affordability Requirements differently. To avoid uncertainty, the Parties' intend that the definition in this Agreement shall control.

2.1.1 **LHTF Requirements.** Extremely Low Income Rents means: the Affordable Rent published by TCAC for an Extremely Low Income Household, which is a 30% Income Level as published by TCAC or if TCAC does not publish such rents, the following amount, less a utility allowance and such other adjustments as required

pursuant to the California Law: a monthly rent that does not exceed one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of AMI, Adjusted for Family Size Appropriate for the Unit.

2. Miscellaneous.

2.1 Amendment. Except as otherwise modified in this First Amendment, the Original Regulatory Agreement remains unmodified and in full force and effect.

2.2 Section 11.3 is amended to update Owner's Addressas follows:

If to Owner: 1051 Mission Affordable, LLC
 350 California Street, Suite 1600
 San Francisco, CA 94104
 Attn: General Counsel

2.3 Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

OWNER

1051 Mission Affordable, LLC,
a California limited liability company

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By _____
Sierra Atilano, Chief Real Estate Officer

**SIGNATURES MUST BE NOTARIZED AND CITY SIGNATURE BLOCK IS ON
FOLLOWING PAGE**

CITY

THE CITY OF SOUTH SAN FRANCISCO,
a municipal corporation

By: _____
Name: Sharon Ranals
Title: City Manager

ATTEST:

By: _____
Rosa Govea Acosta, City Clerk

APPROVED AS TO FORM:

By: _____
Sky Woodruff, City Attorney

CITY MANAGER SIGNATURE MUST BE NOTARIZED

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