



RESOLUTION No. 25-374

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE ENCLOSED DECLARATION OF RESTRICTIONS, PERFORMANCE DEED OF TRUST, AND DISCLAIMER OF INTEREST FOR THE COUNTY RANCH HOUSE PROPERTY LOCATED AT 16782 STATE HIGHWAY 49, UNINCORPORATED NEVADA COUNTY, ALSO KNOWN AS ASSESSOR'S PARCEL NUMBER (APN: 004-140-067) AND AUTHORIZING THE DIRECTOR OF INFORMATION AND GENERAL SERVICES OR THEIR DESIGNEE TO SIGN THE DOCUMENTS AS REQUIRED BY THE STATE DEPARTMENT OF SOCIAL SERVICES

WHEREAS, on October 8, 2021, Governor Gavin Newsom signed AB 172 which created the Community Care Expansion (CCE) program aimed at preserving and expanding access to long term care for seniors and adults with disabilities in the least restrictive settings, prioritizing applicants and recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) and Cash Assistance Program for Immigrants (CAPI) who are experiencing or at risk of homelessness; and

WHEREAS, The California Department of Social Services, through its contractor HORNE, ("Department") issued a Request for Applications dated January 31, 2022 ("RFA"), for the Community Care Expansion (CCE) Program ("Program"); and

WHEREAS, The Department issued the RFA for Program grant funds pursuant to Welfare and Institutions Code, Division 9, Part 6, commencing with section 18999.97; and

WHEREAS, Community Care Expansion (CCE) provides funding for acquisition, construction, and rehabilitation projects in several grant funding options to be used for various projects such as Board and Care and Permanent Supportive Housing; and

WHEREAS, The County of Nevada ("Applicant"), applied for CCE Expansion Program grant funds for expansion of permanent supportive housing, namely construction of the Ranch House, by submitting an application for Program funds ("Application") to the Department for review and consideration; and

WHEREAS, the Board of Supervisors passed Resolution 24-192 on May 14, 2024, authorizing the County of Nevada to deliver a Program Funding Agreement, and all other legal requirements of the program to the State Department of Social Services in a total amount not to exceed \$2,893,867; and

WHEREAS, The County of Nevada was awarded a total of \$2,893,867 for the purpose of utilizing a county owned property to construct a single-story apartment complex containing six one-bedroom apartments dedicated to chronically homeless households with serious mental illness; and

WHEREAS, The Ranch House project, a six-unit permanent supportive housing complex, received a final certificate of occupancy from the County Building Department on May 12, 2025; and

WHEREAS, The Ranch House property is also home to a County Solar Farm where solar equipment is located and the Banc of America Leasing and Capital, LLC is the priority lien holder for the solar equipment; and

WHEREAS, The Horne, LLC on behalf of the State Department of Social Services in working with the County and Banc of America has assisted with preparing the enclosed Declaration of Restrictions (Exhibit 1), Performance Deed of Trust (Exhibit 2) and Disclaimer of Interest (Exhibit 3) as required by the Program Funding Agreement and for the County to receive the program funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Nevada County Board of Supervisors that:

1. The County of Nevada hereby approves the attached Declaration of Restrictions, Performance Deed of Trust, and Disclaimer of Interest in substantial form as provided for in Exhibits 1-3 attached hereto.

2. The Director of Information and General Services or their designee (“Authorized Signatory”), is hereby authorized and directed to sign the enclosed Documents on behalf of County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of July 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 



Heidi Hall, Chair

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
California Dept. of Social Services
c/o Horne LLP
661 Sunnybrook Rd., Suite 100
Ridgeland, MS 39157
NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (the "**Declaration**"), dated ____ for reference purposes, by County of Nevada, a political subdivision of the State of California (the "**Owner**"), is hereby given to and on behalf of the Department of Social Services, a public agency of the State of California ("**CDSS**").

RECITALS

A. This Declaration affects Owner's interest in that certain real property commonly known as 16782 State Highway 49, located in the County of Nevada, State of California, and the improvements thereon (the "**Property**"); as more particularly described and shown on Exhibit A attached hereto and incorporated herein by this reference;

B. Owner and Horne LLP ("**Horne**"), as a contractor to CDSS, entered into that certain Program Funding Agreement, of even date herewith (the "**Program Funding Agreement**"), whereby Owner agreed to renovate or construct certain improvements on the Property and Horne agreed to disburse funds to Owner in accordance with the terms thereof (in an amount not to exceed Two Million Eight Hundred Ninety-Three Thousand Eight Hundred Sixty Seven Dollars (\$2,893,867) (the "**Program Funds**");

C. The Program Funds are provided pursuant to the Community Care Expansion Program, authorized under Welfare and Institutions Code Section 18999.97-18999.98, established by California Assembly Bill No. 172 (Chapter 696, Statutes of 2021), to fund the acquisition, construction, or rehabilitation of adult and senior care facilities that service applicants and recipients of Supplemental Security Income/State Supplementary Payment ("**SSI/SSP**") and Cash Assistance Program for Immigrants ("**CAPI**") applicants and recipients who are experiencing or are at risk of homelessness; and

D. This Declaration shall be secured by a Performance Deed of Trust, the form of which is set forth in Attachment J to the Program Funding Agreement, encumbering Owner's fee interest in the Property; and the Property shall be owned, held, used, maintained, and transferred pursuant to the covenants, conditions, restrictions, and limitations as further described herein.

DECLARATION OF RESTRICTIONS

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E. This Declaration shall be subject in all respects to that certain Disclaimer of Interest and Memorandum of Understanding (as supplemented, amended, restated or modified from time to time, the "Disclaimer"), dated _____ for reference purposes, is among Owner, Horne, CDSS and Banc of America Leasing & Capital, LLC (with its successors and assigns, the "Secured Party").

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby covenants, agrees, and declares the following:

AGREEMENT

1. **Use of Property.** Owner, for itself, and for its successors and assigns, hereby declares and covenants that for the term of this Declaration, all use of the Property, and any improvements thereon, shall be subject to the Disclaimer and restricted to continuous, and lawful use in accordance with the uses described in Exhibit B, attached hereto and incorporated by this reference. Any such other use shall require the express prior written approval of Horne or CDSS in its sole and absolute discretion and the recording of a new Declaration of Restrictions reflecting the use(s) agreed upon which shall thereafter supersede this Declaration.

2. **Maintenance, Repair, and Improvement of the Property.** Owner agrees:

2.1. To keep the Property, and all improvements thereon, in decent, safe, and sanitary condition and repair, and to permit no waste thereof;

2.2. Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable, except in accordance with this Declaration;

2.3. Not to construct any buildings or improvements on the Property, other than the buildings and improvements contemplated as part of this Declaration, that would detrimentally affect the Property; or add to, remove, demolish or structurally alter any buildings or improvements included as part of the Property, now or hereinafter located on the Property;

2.4. To promptly repair, restore or rebuild any buildings or improvements on the Property that may be damaged or destroyed while subject to this Declaration;

2.5. To comply with all applicable laws affecting the Property, and not to suffer or permit any violations of any such applicable law, nor of any covenant, condition or restriction affecting the Property;

2.6. Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without Horne or CDSS's prior written consent; and

2.7. Not to alter the use of all or any part of the Property without Horne or CDSS's prior written consent.

3. **Restrictions on Sale, Encumbrance, and Other Acts.**

3.1. Owner shall not, except with Horne or CDSS's prior written consent, make any sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, or transfer of the Property or of any of its interest in the Property.

3.2. If Horne or CDSS determine, in their sole and absolute discretion, to grant prior written consent for a sale, transfer or conveyance of the Property, such consent may impose terms and conditions, as necessary, to preserve or establish the fiscal integrity of the Property or to ensure compliance with this Declaration and/or Program Requirements.

3.3. **Charges; Liens.** Owner shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property, if any, by Owner making payment, when due, directly to the payee thereof. Owner shall promptly furnish to Horne or CDSS all notices of amounts due under this subsection, and where Owner makes direct payments, Owner shall promptly furnish to Horne or CDSS its receipts evidencing such payments. Owner shall pay when due all encumbrances, charges, and liens on the Property, and shall make payments on notes or other obligations secured by an interest in the Property, with interest in accordance with the terms thereof. Owner shall have the right to contest in good faith any claim or lien, or payment due thereunder, so long as Owner does so diligently and without prejudice to Horne or CDSS.

4. **Building Permits.** Owner agrees not to apply for or accept any permits for the construction of improvements on the Property that are inconsistent with the lawful operation of the Property, as such Property is described in this Declaration.

5. **Hazard and Liability Insurance and Condemnation.**

5.1. Owner shall keep the Property insured against loss by fire and such other hazards, casualties, liabilities, and contingencies, and in such amounts and for such periods as required by Horne and CDSS. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to Horne and CDSS.

5.2. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, the Owner shall have the right to rebuild the Property and to use all available insurance or condemnation proceeds therefor; provided that, as determined by Horne or CDSS in its sole and absolute discretion: (a) such proceeds are sufficient to rebuild the Property in a manner that ensures continued operation in accordance with this Declaration; and (b) no material breach or default then exists under the Program Funding Agreement. If the casualty or condemnation affects only part of the Property and if total rebuilding is infeasible, then the insurance or condemnation proceeds may be used for partial rebuilding and/or partial repayment of the Program Funds. CDSS or Horne has the right but not the obligation to approve the plans and specifications for any major rebuilding, as well as the right but not the obligation to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement.

6. **Covenants Run with the Land.** The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to this Declaration and the Disclaimer. The foregoing Declaration is intended to constitute both equitable servitudes and covenants running with the land. Owner expressly acknowledges and agrees that the Declaration is a reasonable restraint on the Owner's right to own, use, maintain, and transfer the Property and any estate or interest therein and is not and shall not be construed to be an unreasonable restraint on alienation. Except for and subject at all times to the Disclaimer, each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered, and accepted subject to this Declaration, regardless of whether this Declaration is set forth in such contract, deed, or other instrument.

7. **Binding on Successors and Assigns.** The Declaration contained herein shall be binding upon all of Owner's successors, assigns and transferees to or of the Property, and upon all leases, tenants, contractors, agents, and persons claiming an interest in the Property, or claiming an interest by and through any of the foregoing. Any transferee or purchaser of the Property, or of any portion of, or interest in the Property, by the acceptance of a deed therefore, whether from the Owner or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the Property, shall by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the covenants and restrictions set forth in this Declaration.

8. **Term of Declaration.** The covenants in this Declaration shall be binding, effective, and enforceable commencing upon the recordation of this Declaration in the official records of the county in the jurisdiction where the Property is located, and they shall continue in full force and effect for a period of not less than 30 years after the date of _____ (the "**Restriction Period**"), regardless of any sale, assignment, transfer, or conveyance (including, without limitation, by foreclosure sale) of the Property or any portion thereof.

9. **Default, Remedies.** A default under this Declaration shall constitute a default under the Program Funding Agreement; and a default under this Declaration shall entitle CDSS or Horne to any rights, remedies, or damages available at law or in equity, including, but not limited to, those that are specified below. CDSS's or Horne's failure to exercise any specific right or remedy shall not be construed as a waiver of that or any right or remedy.

9.1. **Specific Performance.** The use, repair, and maintenance of the Property is of a special and unique kind and character, so that a breach of any material provision of this Declaration by the Owner would not have an adequate remedy at law. Therefore, Horne or CDSS's rights may be enforced by an action for specific performance and such other equitable relief as is provided by the laws of the State of California.

9.2. **Injunctive Relief.** In pursuing specific performance of the Declaration, Horne or CDSS shall be entitled to petition the court for injunctive relief to preserve Horne or CDSS's interests in the Property and its rights under this Declaration. Such injunctive relief may include a court order restraining any development of the Property that is inconsistent with the foregoing Declaration.

9.3. Appointment of Receiver. In conjunction with any other remedy available at law or in equity, Horne or CDSS may apply to a court of competent jurisdiction for the appointment of a receiver to take over and operate the Property in accordance with the requirements of this Declaration.

9.4. Notwithstanding the foregoing or anything to the contrary contained herein, CDSS shall be entitled to any rights, remedies, or damages available pursuant to that certain Performance Deed of Trust executed by Owner, as Trustor, therein, on or about of even date herewith, and recorded in the official records of the county in the jurisdiction where the Property is located.

10. Horne and CDSS Review and Inspection.

10.1. At any time during the term of this Declaration and upon reasonable notice, Horne, CDSS, or their designees may, but are not obligated to, enter and inspect the Property, and inspect all records pertaining to the operation, repair, and maintenance of the Property. Upon request by Horne or CDSS, the Owner shall notify occupants of upcoming inspections in accordance with state law.

10.2. CDSS or Horne may, but is not obligated to, request any other information that it deems necessary to confirm compliance with this Declaration. The Owner shall provide such requested information within fourteen (14) calendar days of Horne's or CDSS's written request for the information.

10.3. During the Term of this Declaration, Owner shall submit to CDSS, or Horne, as required by Horne, or CDSS, in their sole discretion, written documentation, in a form and at a frequency acceptable to Horne, or CDSS, in their sole discretion, providing sufficient detail and with sufficient supporting information to permit Horne, or its designee, or CDSS, or its designee, to monitor and confirm that Owner's uses of the Property are in accordance with the uses described in this Declaration, including, Exhibit B, attached hereto.

10.4. CDSS or Horne shall not, by the fact of making or not making any entries or inspections, or by taking or failing to take any action in response thereto: (i) incur or undertake, or be deemed to incur or undertake, any obligation, duty, or liability whatsoever, whether to the Owner, or to any other person or entity; (ii) be deemed as approving or disapproving any matter, action, incident, or condition related to the Property; or (iii) be deemed as approving or disapproving any matter related to the compliance of the Property with this Declaration or other applicable laws. In no event or circumstance shall Horne's or CDSS's exercise or non-exercise of its discretion under this subsection constitute, or be deemed or interpreted as constituting, any termination, limitation, alteration, or waiver by Horne or CDSS of any right, benefit, or remedy under or with respect to this Declaration.

11. Owner Representations. Owner represents and warrants to Horne and CDSS that: (1) Owner has sufficient interest in the Property to support the operation of the Property in accordance with this Declaration; (2) to Owner's actual knowledge and belief, there are no agreements, contracts, covenants, conditions, or exclusions to which Owner (or its predecessor in interest) is a party which would, if enforced, prohibit or restrict the use of the Property in

accordance with the terms of this Declaration; (3) Owner has the full right and authority to enter into this Declaration; (4) this Declaration constitutes a valid and legally binding obligation on Owner, enforceable in accordance with its terms; and (5) Owner is duly organized and authorized to do business in the State of California.

12. **Amendment, Modification.** Owner shall not amend, modify, waive, or release this Declaration, or any part of this Declaration, without the prior and express written consent of an authorized representative of Horne or CDSS, which consent may be withheld, conditioned, or delayed in Horne's or CDSS's sole and absolute discretion. Any amendment, modification, waiver, or release without the prior and express written consent of Horne or CDSS shall be void.

13. **Severability.** Every provision of this Declaration is intended to be severable. If any provision of this Declaration is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

14. **Governing Law.** This Declaration shall be governed by and interpreted under the laws of the State of California.

15. **Recordation of Agreement.** This Declaration shall be recorded in the official records of the County of Nevada no later than ____ [DATE]. The Declaration shall be recorded, and shall remain, as a lien against the Property in first position (subject to the Disclaimer) over all other agreements, covenants, liens, or other matters of record on the Property.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Owner has caused this Declaration to be signed by its duly authorized representative, as of the day and year first written above.

OWNER:

County of Nevada, a political subdivision of the State of California

By: _____

Justin Drinkwater

Its: Director of Facilities

All signatures must be acknowledged.

ADD NOTARY ACKNOWLEDGEMENT

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF NEVADA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

THE SURFACE TO A DEPTH OF 50 FEET OF THAT CERTAIN PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B.&M., LYING WEST OF THE DOWNIEVILLE HIGHWAY, DESCRIBED AS FOLLOWS:

COMMENCING AT A FENCE CORNER AT THE NORTHWEST CORNER FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 11 BEARS NORTH 1 DEGREES 58 MINUTES WEST 808.9 FEET AND RUNNING THENCE NORTH 84 DEGREES 33 MINUTES EAST 124.18 FEET TO THE WEST SIDE OF THE DOWNIEVILLE HIGHWAY; THENCE ALONG HIGHWAY SOUTH 45 DEGREES 23 MINUTES EAST 1043.82 FEET; THENCE SOUTH 44 DEGREES 37 MINUTES WEST 585.42 FEET TO THE SOUTHEAST CORNER; THENCE NORTH 45 DEGREES 23 MINUTES WEST 597.40 FEET TO FENCE; THENCE ALONG FENCE NORTH 2 DEGREES 58 MINUTES WEST 719.40 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 31, 1941, IN BOOK 77 OF OFFICIAL RECORDS, PAGE 47.

ALSO EXCEPTING THEREFROM ALL THAT PORTION GRANTED TO MICHAEL A. BYRNE, ET UX, IN DEED RECORDED MAY 15, 2003 SERIES NO. 2003-0025168 OFFICIAL RECORDS OF NEVADA COUNTY, DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED TO TUCKER RECORDED IN VOLUME 966 AT PAGE 334 OF THE OFFICIAL RECORDS OF NEVADA COUNTY, A POINT ON THE WEST LINE OF SAID SECTION 11 MARKED BY A 5/8" REBAR TAGGED RCE 17403; THENCE ALONG SAID WEST LINE, SOUTH 02 DEGREES 22 MINUTES 10 SECONDS EAST 219.49 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 81 DEGREES 43 MINUTES 00 SECONDS EAST 356.39 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF STATE HIGHWAY 49; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 45 DEGREES 19 MINUTES 00 SECONDS WEST 387.01 FEET TO THE SOUTHEAST CORNER OF SAID TUCKER PARCEL, MARKED BY A 5/8" REBAR TAGGED RCE 17403; THENCE ALONG THE SOUTH LINE OF SAID TUCKER PARCEL, SOUTH 89 DEGREES 00 MINUTES 37 SECONDS WEST 86.59 FEET TO THE POINT OF BEGINNING.

APN: 04-140-67

TOGETHER WITH AN EASEMENT FOR OPEN SPACE PURPOSES AS DISCLOSED BY DOCUMENT RECORDED MAY 15, 2003 SERIES NO. 2003-25171, OFFICIAL RECORDS.

EXHIBIT "B"

PROPERTY AND OPERATIONS

Permanent supportive housing where 6 units are prioritized for Qualified Residents experiencing or at risk of homelessness. For purposes of this Declaration, "Qualified Resident" shall have the meaning set forth in California Welfare and Institutions Code Section 18999.97(e) and "prioritized" shall mean a preferential interest in occupancy of each designated bed or unit.

If after applying best efforts to identify and enroll a Qualified Resident experiencing homelessness or at risk of homelessness for each designated bed or unit, no such person(s) is identified, the Owner may identify and enroll a Qualified Resident for each designated bed or unit; if after applying best efforts to identify and enroll a Qualified Resident for each designated bed or unit, the Owner also cannot identify and enroll a Qualified Resident, the Owner may enroll a non-Qualified Resident for the designated bed or unit.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
California Dept. of Social Services
c/o Horne LLP
661 Sunnybrook Rd., Suite 100
Ridgeland, MS 39157
NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Attachment J

PERFORMANCE DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

THIS PERFORMANCE DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING ("Performance Deed of Trust") is made as of _____, 20__, by and among County of Nevada, a political subdivision of the State of California ("Trustor"), Placer Title Company, a California corporation ("Trustee"), and the Department of Social Services, a public agency of the State of California ("Beneficiary").

RECITALS

A. Trustor owns a fee title interest in that certain real property commonly known as 16782 State Highway 49, located in the, County of Nevada, State of California, and the improvements thereon (the "Property"); as more particularly described and shown on Exhibit A attached hereto and incorporated herein by this reference;

B. Trustor and Horne LLP ("Horne"), as a contractor to CDSS, entered into that certain Program Funding Agreement, of even date herewith (the "Program Funding Agreement"), whereby Trustor agreed to renovate or construct certain improvements on the Property and Horne agreed to disburse funds to Trustor in accordance with the terms thereof (in an amount not to exceed Two Million Eight Hundred Ninety-Three Thousand Eight Hundred Sixty Seven Dollars (\$2,893,867) (the "Program Funds");

C. The Program Funds are provided pursuant to the Community Care Expansion Program, authorized under Welfare and Institutions Code Section 18999.97-18999.98, established by California Assembly Bill No. 172 (Chapter 696, Statutes of 2021), to fund the acquisition, construction, or rehabilitation of adult and senior care facilities that service applicants and recipients of Supplemental Security Income/State Supplementary Payment ("SSI/SSP") and Cash Assistance Program for Immigrants ("CAPI") applicants and recipients, including those adults who are experiencing or are at risk of homelessness;

D. As a condition of receiving the Program Funds, the Beneficiary is requiring Trustor to execute and record against the Trustor's fee interest in the Property, a Declaration of Restrictions of even date herewith (the "Declaration of Restrictions") limiting the use of the Property to certain restricted uses, as specified in the Declaration of Restrictions. The

PERFORMANCE DEED OF TRUST

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Declaration of Restrictions is required to be secured by this Performance Deed of Trust encumbering Trustor's fee interest in the Property; and

E. Trustor has agreed to execute and deliver to Beneficiary this Performance Deed of Trust as security for the performance of all obligations of Trustor under the Program Funding Agreement, and the Declaration of Restrictions (collectively, this Performance Deed of Trust, the Program Funding Agreement, and the Declaration of Restrictions shall be referred to herein as the "Program Documents") and any and all modifications, extensions, amendments, replacements thereto, and under any other instrument or agreement entered into by and between Beneficiary and Trustor related to the Property.

F. This Performance Deed of Trust shall be subject in all respects to that certain Disclaimer of Interest and Memorandum of Understanding (as supplemented, amended, restated or modified from time to time, the "Disclaimer"), dated _____ for reference purposes, is among Trustor, Horne, Beneficiary and Banc of America Leasing & Capital, LLC (with its successors and assigns, the "Secured Party").

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustor hereby covenants, agrees, and declares the following:

ARTICLE 1 GRANT OF SECURITY INTEREST

Section 1.1 Grant of Security Interest.

By executing and delivering this Performance Deed of Trust, the Trustor irrevocably grants to the Trustee, in trust for the benefit of the Beneficiary as security for the performance of the obligations described in Section 1.2, with a power of sale, and subject to the terms of this Performance Deed of Trust, all of Trustor's interests, estates, rights, and claims in or to the Security (excluding all NCREBs Solar Equipment as defined in the Disclaimer) whether the interest, estate, right, or claim is held by the Trustor as of the date of this Deed of Trust or arises in the future, subject to the Disclaimer.

Security means, subject to the Disclaimer:

- (a) Trustor's fee interest in the Property;
- (b) all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property;
- (c) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

(d) any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

(e) all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

(f) all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

(g) all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property;

(h) all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(i) all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

Notwithstanding anything herein to the contrary, for the avoidance of doubt, Security excludes all NCREBs Solar Equipment as defined in the Disclaimer.

Section 1.2 Secured Obligations.

The grant made in Section 1.1 is made as security for the following obligations of Trustor:

(a) Due, prompt and complete observance, performance and discharge of each and every obligation, covenant or agreement of Trustor contained herein and in the other Program Documents and any and all modifications, extensions, amendments, replacements thereto, and contained in any other instrument or agreement entered into between Beneficiary and Trustor relating to the Property, which documents are incorporated herein by reference; and

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Performance Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein.

ARTICLE 2
MAINTENANCE AND MODIFICATION OF THE PROPERTY
AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to the expiration or early termination of the Program Documents, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file or record any notices of completion or cessation of labor or any other notice that Beneficiary reasonably deems necessary or desirable to protect its interest in and to the Security or the Program Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided, and all such rights of the Beneficiary shall be subject to the rights of senior lenders approved by the Beneficiary.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor, upon written request of the Beneficiary, shall, within thirty (30) days after the filing of any claim

of lien, record in the Office of the Recorder of Nevada County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Except for the Disclaimer, Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law and as approved, in writing, by Beneficiary, which approval shall not be unreasonably delayed, conditioned, or withheld.

ARTICLE 3
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as: (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings; and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become an additional obligation of Trustor to the Beneficiary and shall be secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Program Documents during the course of any construction and operation of the improvements located on the Property, and at all times until all obligations secured hereunder fulfilled and all amounts secured have been paid, and this Performance Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to the expiration of the Program Documents.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Performance Deed of Trust or shall fail to keep the Security in accordance with the Program Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become an additional obligation of the Trustor to the Beneficiary (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

ARTICLE 4
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior mortgage lenders approved by the Beneficiary, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of: (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain; (b) any damage to or destruction of the Property or in any part thereof by insured casualty; and (c) any other injury or damage to all or any part of the Property ("Funds") are hereby assigned to and shall be paid to the Beneficiary by a wire transfer or check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Performance Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition, and Beneficiary agrees to release Funds to Trustor to rebuild the improvements located on the Property provided Trustor demonstrates to Beneficiary that such rebuilding is economically feasible. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Performance Deed of Trust. All rights of the Beneficiary under this Section are subject to the rights of any senior mortgage lender approved by the Beneficiary.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER
ASSURANCES

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Program Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined below) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Performance Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary; and any such amounts paid by the Beneficiary shall be added to the indebtedness secured by the lien of this Performance Deed of Trust, and shall bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Performance Deed of Trust shall be deemed to be fixtures and part of the real property and this Performance Deed of Trust shall constitute a fixtures filing under the California Uniform Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Performance Deed of Trust shall constitute a security agreement under the California Uniform Commercial Code.

Section 5.4 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure Trustor's obligations under the Program Documents. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.5 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Performance Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Program Documents.

Section 5.6 Inspection of the Security.

At any and all reasonable times upon forty-eight (48) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security, provided, however, that any such inspection shall not unreasonably disturb any tenants or other occupants of the Property.

Section 5.7 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6
HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily and lawfully kept and used in the rehabilitation and/or operation of the Property or as may be customarily kept and used in and about facilities such as the Property.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above hereinafter referred to a "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall indemnify, defend, and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees.

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgement, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that: (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5; and (ii) each representation and warranty in this Performance Deed of Trust or any of the other Program Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Performance Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive

its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by this Performance Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute Events of Default following the expiration of any applicable notice and cure periods: (a) failure to observe or perform any of Trustor's covenants, agreements or obligations under this Performance Deed of Trust; (b) violation of any of the covenants, agreements or obligations under any of the other Program Documents; or (c) failure to make any payment or perform any of Trustor's other covenants, agreements, or obligations under any other debt instruments or regulatory agreement secured by the Property, which default shall not be cured within the times and in the manner provided therein.

Section 7.2 The Beneficiary's Right to Enter and Take Possession.

All rights of the Beneficiary under this Section are subject to the rights of any senior mortgage lender approved by the Beneficiary. If an Event of Default shall have occurred the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems

necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Default (as defined below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Default and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Performance Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Performance Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Default and Election to Sell"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the county in the jurisdiction where the Property is located; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

(e) Notwithstanding the above, at its election, Beneficiary may exercise the remedies of specific performance or injunctive relief at any time in the event of a default under or breach of the terms of the Program Documents.

Section 7.3 Foreclosure By Power of Sale.

(a) Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall give notice to the Trustee (the "Notice of Sale") and shall deposit with Trustee this Performance Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the performance obligations or sums due under the Program Documents are immediately required, or due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(b) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Performance Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and Election to Sell and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any

covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(c) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (1) amounts due to Beneficiary with respect to the Program Documents, including the amounts set forth in Section 6.2 above; (2) all other sums then secured hereby; and (3) the remainder, if any, to Trustor.

(d) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.4 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.5 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Performance Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.6 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Performance Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to a breach by Trustor, or a waiver of any obligation of Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to

declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (1) grants forbearance or an extension of time for the payment or performance of any of Trustor's obligations secured hereby; (2) takes other or additional security or the payment of any sums secured hereby; (3) waives or does not exercise any right granted in the Program Documents; (4) releases any part of the Security from the lien of this Performance Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Program Documents; (5) consents to the granting of any easement or other right affecting the Security; (6) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Performance Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Performance Deed of Trust be altered thereby.

Section 7.7 Suits to Protect the Security.

The Beneficiary shall have power to: (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Performance Deed of Trust; (b) preserve or protect its interest (as described in this Performance Deed of Trust) in the Security; and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.8 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Trustee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.9 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under the Program Documents or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Performance Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments.

This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all obligations secured hereby have been performed in full, and upon surrender of this Performance Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Performance Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

State of California
California Department of Social Services
744 P Street MS 8-4-70
Sacramento, CA 95814
Attention: Housing and Homelessness Division

with a copy to:

Horne LLP (Horne)
661 Sunnybrook Rd., Suite 100
Ridgeland, MS 39157
Attention: Geoffrey Ross and Dania Khan

and (2) if intended for Trustor shall be addressed to:

Nevada County
Information and General Services
950 Maidu Avenue
Nevada City, CA 95959
Attn: Facilities Management Division

with a copy to:

Nevada County
Health and Human Services Agency
950 Maidu Avenue
Nevada City, CA 95959
Attn: Housing and Community Services Department

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Copies of notices to Trustor from the Beneficiary shall also be provided by the Beneficiary to any senior lender and any limited partner of Trustor who requests such notice in writing and provides the Beneficiary with written notice of its address in accordance with this Section.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Performance Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be joint and several obligations of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligations of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Performance Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Performance Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Performance Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Performance Deed of Trust.

Section 8.7 Governing Law.

This Performance Deed of Trust shall be governed by and construed in accordance with the laws of the State of California. Any action brought claiming a breach of this agreement or interpreting this agreement shall be brought and venued in Sacramento County, California.

Section 8.8 Gender and Number.

In this Performance Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Performance Deed of Trust, Mortgage.

Any reference in this Performance Deed of Trust to a mortgage shall also refer to a Performance Deed of Trust and any reference to a Performance Deed of Trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Performance Deed of Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Performance Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Performance Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this appointment when this Performance Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Performance Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Subordination.

Upon request by Trustor, Beneficiary (acting on Beneficiary's own behalf or through Horne, or any successor administrator) agrees to subordinate this Performance Deed of Trust to

only the following liens, deeds of trust, and monetary encumbrances: (i) liens for property taxes and assessments; (ii) deeds of trust to secure payment obligations due on a current basis with respect to the Property or other security executed by Trustor for the benefit of a lender concurrently with or prior to the date of recording this Performance Deed of Trust; and such subordination may be evidenced by a separate subordination agreement recorded in the Official Records of the county in the jurisdiction where the Property is located.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, Trustor has executed this Performance Deed of Trust as of the day and year first above written.

TRUSTOR:

By: County of Nevada, a political
subdivision of the State of California

Name: Justin Drinkwater

Its: Director of Facilities

Date: _____

[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 Justin Drinkwater, 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: _____
Name: Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE INSERTED BY TITLE COMPANY]

Recording Requested by and
when Recorded return to:

California Dept. of Social
Services c/o Horne LLP 661
Sunnybrook Rd., Suite 100
Ridgeland, MS 39157

No fee for recording pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

**DISCLAIMER OF INTEREST
AND
MEMORANDUM OF UNDERSTANDING**

This Disclaimer of Interest and Memorandum of Understanding (this "*Disclaimer*"), dated _____ for reference purposes, is among County of Nevada, a political subdivision of the State of California (the "*Owner*"), Horne LLP (and its successors and permitted assigns, "*Horne*"), the Department of Social Services, a public agency of the State of California ("*CDSS*") and Banc of America Leasing & Capital, LLC (with its successors and assigns, the "*Secured Party*").

RECITALS

A. This Disclaimer affects Owner's interest in that certain real property commonly known as Ranch House Property, 16782 State Highway 49, located in the County of Nevada, State of California, 95959 and the improvements thereon (the "*Property*"); as more particularly described and shown on Exhibit A attached hereto and incorporated herein by this reference.

B. The Owner has previously entered into that certain Lease Agreement dated as of August 1, 2016 (as supplemented, amended, restated or modified from time to time, the "*Lease Agreement*"), between the Owner and the Nevada County Finance Authority (the "*Authority*"), as such Lease Agreement is incorporated by reference into that certain NCREBs Equipment Schedule dated August 31, 2016 between the Owner and Authority (together with such incorporated Lease

Agreement, and as each is supplemented, amended, restated or modified from time to time, collectively, the "*NCREBs Equipment Lease*").

C. All of the Authority's right, title and interest in the NCREBs Equipment Lease has been assigned and transferred to Secured Party pursuant to that certain Assignment Agreement (NCREBs Equipment Lease) dated as of August 31, 2016 (as supplemented, amended, restated or modified from time to time, the "*Assignment*").

D. The Owner has previously located and installed and continues to operate, maintain and use certain property and equipment now existing or hereafter acquired that is subject to and/or financed pursuant to the NCREBs Equipment Lease, including all NCREBs Solar Equipment as defined in the NCREBs Equipment Lease (together with all accessories, equipment, parts and appurtenances, appertaining or attached to such property and equipment, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of such property and equipment, including carport, rooftop and ground-mounted solar photovoltaic (PV) power generating systems and solar arrays (including PV panels, inverters, interconnection electrical switchgear, electrical auxiliary electrical switchgear, weather stations, data acquisition systems, combiner boxes, direct current wiring, alternating current wiring, electrical conduits, electrical meters, communications equipment and wiring connections, PV panel rack systems, foundation and system anchors, fencing and security equipment, mounting hardware and structural components, auxiliary hardware, and related equipment), together with all replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of such equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom (collectively, the "*NCREBs Solar Equipment*"), a portion of which is located upon the Property. The Secured Party has an exclusive first priority security interest constituting a first lien on such NCREBs Solar Equipment.

E. The Owner and Horne, as a contractor to CDSS, have entered into that certain Program Funding Agreement, of even date herewith (as supplemented, amended, restated or modified from time to time, the "*Program Funding Agreement*"), whereby the Owner agreed to renovate or construct certain improvements on the Property and Horne agreed to disburse funds to Owner in accordance with the terms thereof pursuant to the Community Care Expansion Program, authorized under Welfare and Institutions Code Section 18999.97-18999.98, established by California Assembly Bill No. 172 (Chapter 696, Statutes of 2021), to fund the acquisition, construction, or rehabilitation of adult and senior care facilities that service applicants and recipients of Supplemental Security Income/State Supplementary Payment and Cash Assistance Program for Immigrants applicants and recipients who are experiencing or are at risk of homelessness.

F. In connection with its obligations under the Program Funding Agreement, the Owner desires to enter into and record a Declaration of Restrictions (as supplemented, amended, restated or modified from time to time, the "*DOR*"), dated _____ for reference purposes, from the Owner to CDSS relating to the Property and a related Performance Deed of Trust (as supplemented, amended, restated or modified from time to time, the "*PDOT*") from the Owner to

CDSS, and as such, has requested that Secured Party terminate its UCC-1 fixture filing #20160019564 filed with the Nevada County Recorder on August 30 2016 (the “*Fixture Filing*”).

G. Section 5.9 of the NCREBs Equipment Lease prohibits the Owner from directly or indirectly, creating, incurring, assume or suffer to exist any mortgage, deed of trust, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the NCREBs Solar Equipment (including the charge upon property purchased under conditional sales or other title retention agreements), other than certain permitted encumbrances.

H. The Secured Party, as a condition to terminating its Fixture Filing and permitting Owner to record the DOR and PDOT against the Property, requires that the Owner, Horne and CDSS provide the waivers, disclaimers and further assurances set forth in this Disclaimer.

Now, therefore, for good and sufficient consideration, receipt of which is hereby acknowledged, the Owner, Horne and CDSS represent, acknowledge, covenant and agree to and for the benefit of the Secured Party as follows:

AGREEMENT

SECTION I. OWNER SPECIFIC COVENANTS.

Notwithstanding anything in the DOR, the PDOT, the Funding Agreement or any other instrument to the contrary, the Owner represents, warrants, covenants and agrees as follows for the benefit of and as a material inducement to Secured Party:

1. None of the NCREBs Solar Equipment is or will be located on or affixed to any buildings on the Property and the NCREBs Solar Equipment will only be located on the south east portion of the property as depicted in the Exhibit B- Map of Property Outlining Expected NCREBS Solar Equipment Property (the “*NCREBS Solar Equipment Portion of Property*”).

2. Following Secured Party’s approval of the termination of the Fixture Filing, the Owner shall ensure that Secured Party shall continue to have a perfected first priority security interest in all NCREBs Solar Equipment at all times until the payment in full of the NCREBs Equipment Lease.

3. If at any time any entity (including Horne or CDSS (or the trustee under the PDOT)) exercises any rights under rights or remedies or foreclosure by under the DOR or the PDOT, the exercise of such rights and the impact thereof shall in no way result in any abatement of Lease Payments under and defined in the NCREBs Equipment Lease or in any way be deemed to interfere with the Owner’s beneficial use or enjoyment of the NCREBs Solar Equipment or result in a reduction of the fair rental value of the NCREBs Solar Equipment. Without limiting the foregoing, the Owner further covenants that if at any time the exercise of the rights of any parties under the DOR or the PDOT could reasonably be expected to interfere with the Owner’s beneficial use or enjoyment of the NCREBs Solar Equipment or result in any abatement of Lease Payments under the

NCREBs Equipment Lease the Owner will take all steps to ensure that the Owner has beneficial use and enjoyment of the NCREBs Solar Equipment and that the Secured Party has adequate access and rights to the real property where the NCREBs Solar Equipment is located for purposes of accessing, inspecting and/or repossessing (if necessary) the NCREBs Solar Equipment.

4. Prior to the payment in full of the NCREBs Equipment Lease, in the event any lien, encumbrance, restriction, asserted encumbrance, claim, dispute or other issue exists or arises with respect to the Owner's legal title to or valid and marketable, beneficial use and enjoyment of the Property where any NCREBs Solar Equipment is located or impairs or adversely impacts Secured Party's first priority security interest in and/or Secured Party's right, title or interest in all or any portion the NCREBs Solar Equipment or any of Secured Party's rights or remedies under the NCREBs Equipment Lease with respect to the NCREBs Solar Equipment or upon the occurrence of a default under the DOR, the PDOT and/or the Program Funding Agreement (each of the foregoing referred to as a "*Interference Issue*"), Owner will take all steps necessary to (a) if so requested by Secured Party (and after giving ninety (90) days' written notice to Horne and CDSS), provide a legal survey of the Property to Secured Party, Horne and CDSS and create a separate real estate parcel for and/or subdivide the portion of the Property on which the NCREBs Solar Equipment is located (the "*NCREBs Solar Equipment Property*"), provided that any NCREBs Solar Equipment Property shall (x) be narrowly limited in square footage to contain only the NCREBs Solar Equipment and any related interconnections, electricity sources and other facilities, equipment or property (including, without limitation, easements or rights of way for access) necessary to repair, replace, maintain and operate functioning NCREBs Solar Equipment, (y) constitute an entirely separate and distinct real estate parcel from the real estate parcel containing the entirety of the Project (as defined in the Program Funding Agreement), and (z) ensure that Owner continues to have beneficial use and enjoyment of the NCREBs Solar Equipment and that the Secured Party continues to have adequate access and rights to the real property where the NCREBs Solar Equipment (the "*NCREBs Solar Equipment Property Subdivision*") and (b) promptly quiet, resolve and/or eliminate such Interference Issue to the satisfaction of Secured Party and ensure that Owner and Secured Party have adequate access to and use of (including beneficial use and enjoyment of) the Property for all purposes of the NCREBs Solar Equipment and Owner shall ensure that its fee interest in the NCREBs Solar Equipment Property and Secured Party's first priority security interest in and rights, title and interests in the NCREBs Solar Equipment and rights or remedies under the NCREBs Equipment Lease with respect to the NCREBs Solar Equipment remain free and clear of Interference Issues. Notwithstanding anything herein to the contrary, none of Horne or CDSS or the trustee under the PDOT or any other entity shall foreclose or be permitted to foreclose on the Property prior to the satisfactory completion of the NCREBs Solar Equipment Property Subdivision. Additionally, if an Interference Issue occurs, then Owner may elect to purchase the entirety of Secured Party's right, title, and interest in and to the NCREBs Equipment Lease and NCREBs Solar Equipment as provided in Section 9.1(a)(ii) of the NCREBs Equipment Lease. If Secured Party exercises any portion of the remedy contained in this Subsection 1(4), Owner shall compensate Horne and CDSS for all reasonable costs and expenses in connection with each's respective review and consent

process. Attached hereto as Exhibit B is a map of the Property which outlines the Owner's current view of the portion of the Property that contains the NCREBs Solar Equipment and any related interconnections, electricity sources and other facilities, equipment or property necessary to maintain and operate functioning NCREBs Solar Equipment.

5. Owner shall keep the NCREBs Solar Equipment insured in compliance with the NCREBs Equipment Lease and pursuant to insurance policies that are issued separate and apart from its insurance with respect to the Property. Proceeds of all insurance required under the NCREBs Equipment Lease (including, but not limited to any rental interruption or use and occupancy insurance) shall be applied in accordance with the NCREBs Equipment Lease.

SECTION 2. OWNER, HORNE AND CDSS COVENANTS.

Notwithstanding anything in the DOR, the PDOT, the Funding Agreement or any other instrument to the contrary, each of Owner, Horne and CDSS represents, warrants, covenants and agrees as follows for the benefit of and as a material inducement to Secured Party:

1. Each of CDSS and Horne waives, disclaims, relinquishes and releases all interest in, right or claim to and lien on the NCREBs Solar Equipment, including, but not limited to, any right of levy or distraint upon the NCREBs Solar Equipment for rent.

2. Each of CDSS and Horne acknowledges Secured Party's exclusive first priority security interest in the NCREBs Solar Equipment located on the Property. Each of CDSS and Horne acknowledges and agrees that they have no right to remove or disturb any of the NCREBs Solar Equipment located on the Property. The Owner (or Secured Party, to the extent permitted under the NCREBs Equipment Lease) may from time to time, at its own expense, make additions, modifications and improvements to the NCREBs Solar Equipment (to the extent doing so complies with the terms of the NCREBs Equipment Lease). Such additions, modifications and improvements to the NCREBs Solar Equipment shall remain the sole property of the Owner (subject only to Secured Party's exclusive first priority security interest), and none of CDSS and Horne shall have any interest therein. The Secured Party is granted the right of ingress and egress on the Property to inspect, use and/or remove the NCREBs Solar Equipment, and at any time may enter upon the Property to inspect, use and/or remove the NCREBs Solar Equipment located there without any liability whatsoever to the Secured Party, except for any damages to the Owner's buildings or other improvements on the Property directly caused by the failure of the Secured Party to remove or use the NCREBs Solar Equipment with reasonable care. Each of CDSS and Horne acknowledges and agrees that Owner may be required to (and each hereby agrees that Owner is entitled to) take the actions described in Section 1 paragraph 4 above and each of CDSS and Horne will, at the Owner's expense, provide any and all further instruments, certificates and other documents as may, in the reasonable opinion of the Secured Party, be necessary or desirable in order to effectuate the Owner's obligations set forth in Section 1 paragraph 4 above.

3. At any time during the term of this Disclaimer and upon reasonable notice, Secured Party, or its designees may, but is not obligated to, enter and inspect the NCREBs Solar Equipment, and inspect all records pertaining to the operation, repair, and maintenance of the NCREBs Solar Equipment. The Owner shall notify occupants of upcoming inspections in accordance with state law.

4. Each of the Owner, CDSS and Horne agrees to notify Secured Party of (a) the occurrence of a default under the DOR, the PDOT and/or the Program Funding Agreement, (b) any sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, or transfer of the Property or of any of its interest in the Property and (c) any successor, assign or replacement of Horne under the DOR, the PDOT and/or the Program Funding Agreement. Each of CDSS and Horne agrees not to take any action to terminate the Owner's right to occupy the Property under the DOR, the PDOT or the Funding Agreement without sixty (60) days prior written notice to the Secured Party.

5. Notwithstanding anything to the contrary in any agreement or instrument, and notwithstanding the means by which the NCREBs Solar Equipment may be attached or affixed to the Property, the NCREBs Solar Equipment shall be and remain equipment or other personal property and shall not be considered a fixture, a part of or affixed to the Property. Title to the NCREBs Solar Equipment shall vest in the Owner, subject only to Secured Party's exclusive first priority security interest therein, and otherwise shall be controlled by the terms of the NCREBs Equipment Lease.

6. The Owner represents that other than the Secured Party's interests in the NCREBs Solar Equipment and the proposed DOR, the PDOT and the Funding Agreement, no other lien, mortgage, hypothecation, encumbrance, security interest or other arrangement (including any financing arrangement or conditional sale or other encumbrance on title to real property or any financing lease having substantially the same economic effect as any of the foregoing) exists on, or is proposed or contemplated, with respect to the Property.

7. The Owner, CDSS and Horne agree to notify any purchaser of the Property, or any party obtaining a mortgage or other lien on the Property, of this Disclaimer and agree to notify any sublessee of the Property, or any party obtaining an interest in the leasehold interest in the Property under the DOR, the PDOT or the Funding Agreement or any related agreements or instruments, of this Disclaimer. This Disclaimer shall be binding upon the successors and assigns of the Owner, CDSS and Horne and inure to the benefit of the Secured Party and its successors and assigns. The Owner, CDSS and Horne shall ensure that no other Person with any interest in the Property has any interest in, right or claim to and lien on the NCREBs Solar Equipment without Secured Party's prior written consent in its sole and absolute discretion. "Person" means any individual, corporation, not for profit corporation, partnership, limited liability company, joint venture, association, professional association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

8. This Disclaimer shall be continuing, absolute and unconditional, with no act of any kind taken or not taken by any party at any time to affect or impair this Disclaimer. This Disclaimer shall remain in full force and effect until all obligations of the Owner to the Secured Party created or existing have been fully paid and performed.

9. The Owner is the fee simple owner of the Property and warrants that it has authority to execute and deliver this Disclaimer to the Secured Party. Each of CDSS and Horne warrants that it has authority to execute and deliver this Disclaimer to the Secured Party.

SECTION 3. COVENANTS RUN WITH THE LAND.

Notwithstanding anything in the DOR, the PDOT, the Funding Agreement or any other instrument to the contrary, the Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to this Disclaimer. The foregoing Disclaimer is intended to constitute both equitable servitudes and covenants running with the land. Each of CDSS, Horne and Owner expressly acknowledges and agrees that the Disclaimer is a reasonable restraint on the Owner's right to own, use, maintain, and transfer the Property and any estate or interest therein and is not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered, and accepted subject to this Disclaimer, regardless of whether this Disclaimer is set forth in such contract, deed, or other instrument.

SECTION 4. BINDING ON SUCCESSORS AND ASSIGNS.

The Disclaimer contained herein shall be binding upon all of CDSS', Horne's and Owner's successors, assigns and transferees to or of the Property and upon any replace of Horne under the DOR, the PDOT or the Funding Agreement, and upon all leases, tenants, contractors, agents, and persons claiming an interest in the Property, or claiming an interest by and through any of the foregoing. Any transferee or purchaser of the Property, or of any portion of, or interest in the Property, by the acceptance of a deed therefore, whether from CDSS, Horne or the Owner or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the Property, shall by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the covenants and restrictions set forth in this Disclaimer.

SECTION 5. TERM OF DISCLAIMER.

The covenants in this Disclaimer shall be binding, effective, and enforceable commencing upon the recordation of this Disclaimer in the official records of the county in the jurisdiction where the Property is located, and they shall continue in full force and effect until all obligations of the Owner to the Secured Party created or existing have been fully paid and performed, regardless of any sale, assignment, transfer, or conveyance (including, without limitation, by foreclosure sale) of the Property or any portion thereof.

SECTION 6. OWNER REPRESENTATIONS.

Owner represents and warrants to the Secured Party that:

- (1) Owner has sufficient interest in the Property to support the operation of the Property in accordance with this Disclaimer;
- (2) to Owner's actual knowledge and belief, there are no agreements, contracts, covenants, conditions, or exclusions to which Owner (or its predecessor in interest) is a party which would, if enforced, prohibit or restrict the use of the Property in accordance with the terms of this Disclaimer;
- (3) Owner has the full right and authority to enter into this Disclaimer;
- (4) this Disclaimer constitutes a valid and legally binding obligation on Owner, enforceable in accordance with its terms; and
- (5) Owner is duly organized and authorized to do business in the State of California.

SECTION 7. AMENDMENT, MODIFICATION.

None of CDSS, Horne and Owner shall amend, modify, waive, or release this Disclaimer, or any part of this Disclaimer, without the prior and express written consent of an authorized representative of the Secured Party, which consent may be withheld, conditioned, or delayed in the Secured Party's sole and absolute discretion. Any amendment, modification, waiver, or release without the prior and express written consent of the Secured Party shall be void.

SECTION 8. SEVERABILITY.

Every provision of this Disclaimer is intended to be severable. If any provision of this Disclaimer is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SECTION 9. GOVERNING LAW.

This Disclaimer shall be governed by and interpreted under the laws of the State of California.

SECTION 10. RECORDATION OF AGREEMENT.

This Disclaimer shall be recorded in the official records of the County of Nevada no later than the date _____. The Disclaimer shall be recorded, against the Property concurrently with the DOR and the PDOT.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, each party hereto has caused this Disclaimer to be signed by its duly authorized representative, as of the day and year first written above.

OWNER:

COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF
THE STATE OF CALIFORNIA

By: _____
Name: _____
Title: _____

DEPARTMENT OF SOCIAL SERVICES, A PUBLIC
AGENCY OF THE STATE OF CALIFORNIA

By: _____
Name: _____
Title: _____

HORNE LLP

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANC OF AMERICA LEASING & CAPITAL, LLC

By: _____
Name: _____
Title: _____

All signatures must be acknowledged.

Add Notary Acknowledgement for each signatory

STATE OF _____)
) ss:
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.

Notary Public
Print Name: _____
My commission expires: _____

STATE OF _____)
) ss:
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.

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Witness my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

STATE OF _____)
) ss:
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.

Notary Public
Print Name: _____
My commission expires: _____

STATE OF _____)
) ss:
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.

Notary Public
Print Name: _____
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF NEVADA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

THE SURFACE TO A DEPTH OF 50 FEET OF THAT CERTAIN PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B.&M., LYING WEST OF THE DOWNIEVILLE HIGHWAY, DESCRIBED AS FOLLOWS:

COMMENCING AT A FENCE CORNER AT THE NORTHWEST CORNER FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 11 BEARS NORTH 1 DEGREES 58 MINUTES WEST 808.9 FEET AND RUNNING THENCE NORTH 84 DEGREES 33 MINUTES EAST 124.18 FEET TO THE WEST SIDE OF THE DOWNIEVILLE HIGHWAY; THENCE ALONG HIGHWAY SOUTH 45 DEGREES 23 MINUTES EAST 1043.82 FEET; THENCE

SOUTH 44 DEGREES 37 MINUTES WEST 585.42 FEET TO THE SOUTHEAST CORNER; THENCE NORTH 45 DEGREES 23 MINUTES WEST 597.40 FEET TO FENCE; THENCE ALONG FENCE NORTH 2 DEGREES 58 MINUTES WEST 719.40 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 31, 1941, IN BOOK 77 OF OFFICIAL RECORDS, PAGE 47.

ALSO EXCEPTING THEREFROM ALL THAT PORTION GRANTED TO MICHAEL A. BYRNE, ET UX, IN DEED RECORDED MAY 15, 2003 SERIES NO. 2003-0025168 OFFICIAL RECORDS OF NEVADA COUNTY, DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED TO TUCKER RECORDED IN VOLUME 966 AT PAGE 334 OF THE OFFICIAL RECORDS OF NEVADA COUNTY, A POINT ON THE WEST LINE OF SAID SECTION 11 MARKED BY A 5/8" REBAR TAGGED RCE 17403; THENCE ALONG SAID WEST LINE, SOUTH 02 DEGREES 22 MINUTES 10 SECONDS EAST 219.49 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 81 DEGREES 43 MINUTES 00 SECONDS EAST 356.39 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF STATE HIGHWAY 49; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 45 DEGREES 19 MINUTES 00 SECONDS WEST 387.01 FEET TO THE SOUTHEAST CORNER OF SAID TUCKER PARCEL, MARKED BY A 5/8" REBAR TAGGED RCE 17403; THENCE ALONG THE SOUTH LINE

OF SAID TUCKER PARCEL, SOUTH 89 DEGREES 00 MINUTES 37 SECONDS WEST 86.59 FEET TO THE POINT OF BEGINNING.

APN: 04-140-67

TOGETHER WITH AN EASEMENT FOR OPEN SPACE PURPOSES AS DISCLOSED BY DOCUMENT RECORDED MAY 15, 2003 SERIES NO. 2003-25171, OFFICIAL RECORDS.

EXHIBIT B

MAP OF PROPERTY OUTLINING EXPECTED NCREBS SOLAR EQUIPMENT PROPERTY

OVERALL SITE PLAN USE PERMIT FOR: RANCH HOUSE 6 PLEX

PROPERTY ADDRESS

10702 STATE HIGHWAY 49
NEVADA CITY, CA, 95959

OWNER

COUNTY OF NEVADA
990 MAIN AVE
NEVADA CITY, CA, 95959

MAP PREPARED BY

SCO PLANNING & ENGINEERING, INC.
740 FIFTH STREET, SUITE 740
GRASS VALLEY, CA 95945
(530) 272-5843
CONTACT: MARTIN WOOD, PLS

ASSESSOR'S PARCEL NUMBER

041 140 007 000

LOT AREA

10.45 ACRES, 455,201 SF

EXISTING ZONING

PA 3 PD (RESIDENTIAL AGRICULTURE / PLANNED DEVELOPMENT)

PROPOSED ZONING

PA 1.2

PARKING STATISTICS

PARKING REQUIRED 6 SPACES
PROPOSED: 48,000 SQ. FT. ADA - 2

SERVICES

ELECTRICITY P.G. & E.

TELEPHONE A.T.&T.

WATER: N/A

SEWER: ON SITE SEPTIC

AREA OF IMPERVIOUS:

	EXISTING	PROPOSED
BUILDING FOOTPRINT	1,023 SF	38,300 SF
SURFACED AREA	2,960 SF	10,135 SF
ASPHALT AREA		
INTERIOR PARKING	0 SF	372 SF
RECREATIONAL BUFFER	0 SF	1,000 SF
SWIFT - TRUCK	0 SF	1,700 SF
NATURAL AREAS, DUCKS, SWALS	430,041 SF	430,041 SF
TOTAL AREA	455,201 SF	455,201 SF

PARCEL AREA 455,201 SF (10.45 AC)

TOTAL PERCENT IMPERVIOUS 3.0%

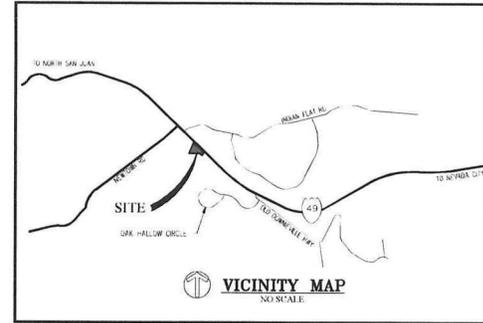
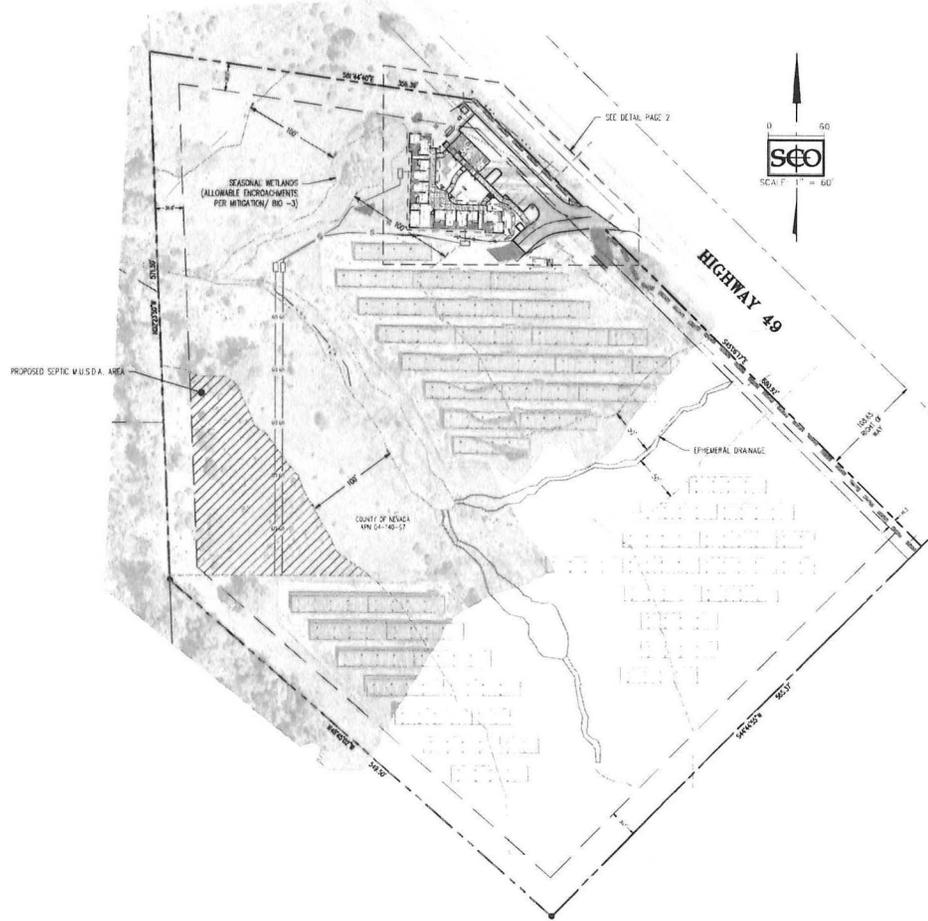
TOTAL DISTURBED / TO BE OPENED AREA 5.2% (23,801 SF)

EARTHWORK

3% C.V. CUT

3% C.V. FILL

SW IS EXPOSED TO BALANCE



NO.	REVISIONS	DATE	DESIGNED - JTB	DRAWN - JTB	PROJ. NO. 202117	CWC SEC. DAY STAMP	DATE NOVEMBER, 2021

**RANCH HOUSE 6 PLEX
USE PERMIT
SITE PLAN**

SCO
PLANNING
& ENGINEERING

GRASS VALLEY
(530) 272-5841
TRUCKEE
(530) 938-4043
FAX (530) 272-5880



S:\17-1618\202117 - Wells Ranch House Conversion\Project\dwg\Design\2D Lower\ASSET\202117 Site Plan.dwg, 3/26/2021 12:34:19 PM, CWC by PJF kjs

