

RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Director of Planning and Building  
County of San Luis Obispo  
County Government Center  
San Luis Obispo, California 93408

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APN 023-381-051  
023-381-052  
023-381-053  
023-381-054  
023-381-055

AMENDED AGREEMENT TO PROVIDE HOUSING UNITS  
FOR PERSONS AND FAMILIES OF LOWER INCOME

THIS AGREEMENT is made and entered into this 8 day of MAY, 2014,  
by and between JEFFREY BORGES, MICHELE BORGES, MARTINE BORGES, and  
MONIQUE MICHELLE BORGES, as individuals and collectively, hereinafter referred to as  
"Borges," and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of  
California, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Borges is the record owner of certain real property (hereinafter referred to as  
"Borges's Property") located in the unincorporated area of the County of San Luis Obispo, also  
known as 2350, 2360, and 2370 McCabe Drive, and 2291 and 2311 Green Street in Cambria, as  
more fully described in Exhibit A attached hereto and incorporated by reference herein as though  
set forth in full; and

WHEREAS, on June 15, 2001, Borges obtained Minor Use Permit/Coastal Development Permit D980124P allowing the development and construction of six (6) new single family residences on Developer's property located on Green Street and McCabe Drive in Cambria, which were intended to be five rental units and one manager's unit (the "Project");

WHEREAS, in exchange for water allotments from the Cambria Community Services District, and under Titles 26 and 23 of the San Luis Obispo County Code, (the "County Code"), the five rental units were required to be rented at affordable rents to persons and families of lower income as defined in Health & Safety Code Section 50079.5, and County Code section 26.01.034b. and 23.04.094, the provisions of which are attached and incorporated as if fully set forth herein ("eligible households"); and

WHEREAS, on or about May 7, 2002, Borges entered into an Agreement To Provide Housing Units For Persons And Families Of Lower Income" dated May 7, 2002, which was recorded as Document No. 2002-039786 on May 13, 2002 in the office of the County Recorder of the County of San Luis Obispo, State of California (the "Rental Agreement"); and

WHEREAS, Borges's Property is located in the "coastal zone" as that term is defined in the California Coastal Act of 1976 so that a Coastal Development Permit was required and certain the affordability requirements of Title 23 of the County Code would apply; and

WHEREAS, Borges has constructed five of the six units (the property for the sixth proving to be unable to be developed), of which four of the five units currently are rented to eligible households and the fifth unit which is a manager's unit; and

WHEREAS, Borges has now requested and has obtained modification of the Minor Use Permit to provide that the five units may be sold to eligible households on the terms and conditions set out in DRC2012-00100; and

WHEREAS, in addition to the terms and conditions of DRC2012-00100, and as a condition precedent to the release of the Rental Agreement recorded against all of the Property, Borges is required to enter into this agreement with the County (the "Sale Agreement") to govern the affordable nature of all five units, which may be sold to and thereafter occupied only by eligible households, each for a continuous period of thirty (30) years from the date of initial occupancy of each unit by an eligible household pursuant to the provisions of Section 23.04.094 of the San Luis Obispo County Code as set out in Exhibit D , and to provide a subordination from the holder of any deed of trust on the property; and

WHEREAS, by the execution of this Sale Agreement by Borges and County, and the subsequent performance of the obligations of this Sale Agreement by Borges, Borges will have satisfied said requirements of the Minor Use Permit, as modified; and

WHEREAS, this Sale Agreement supplements and amends the Rental Agreement and, upon approval by the County Board of Supervisors, shall be executed and recorded against each unit as set out in this Agreement.

NOW, THEREFORE, in consideration of County modification of the Minor Use Permit, and the benefits conferred thereby on Borges and Borges' Property and in compliance with applicable provisions of law, and in further consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto agree as follows:

1. Location of the residential units. The location of the five residential units which are the subject of this Agreement is set out on Exhibit A, attached hereto and incorporated by reference herein as though set forth in full.

2. Rental Requirements to Continue Until Units Sold: Until such time as the last rental unit is sold, the requirements of the Rental Agreement shall remain in full force and effect as to

such units. The “manager’s unit is the dwelling described as APN 023-381-053, located at 2350 McCabe St., Cambria. If the manager’s unit is the last unit to be sold, then the manager’s unit itself shall become a lower income rental unit at the time that the last rental unit is sold, and the manager’s unit shall remain a lower income rental unit thereafter until it is sold. The manager’s unit shall be sold as a lower income unit and may not be sold as a moderate income or market rate unit.

A. As each rental unit is sold, the Rental Agreement recorded against that unit shall be released and the terms of this recorded Sale Agreement shall apply until such time as superseded by the recorded Option to Purchase set out in Section 3(C) below.

3. Sale of Units.

A. Price. The sales price of any units shall not exceed the amount determined by the formula set forth in County Code Section 23.04.094(a) as it existed on May 7, 2002 as set out in Section 4, below.

B. Maximum residential unit price. Unless otherwise provided under subsection 3(A) above, the residential units to be offered for sale and their maximum sales prices for lower income eligible purchasers shall be as follows:

Number of Units	Number of Bedrooms	Maximum Sales Price of Unit
2	4	\$326,838
1	3	\$304,329
1	2	\$253,638
1	1	\$225,456

4. Continued availability of residential units. The residential units provided for sale and as rentals under this Agreement shall be subject to the long-term housing affordability provisions described in County Code Section 23.04.094 as it may be amended from time to time for a continuous period of thirty (30) years following the date of initial occupancy of each residential

unit by an eligible household as required by the provisions of County Code Section 23.04.094 as it existed on May 7, 2002, as follows, and as set out of Exhibit "D":

When a designated affordable housing unit is first sold to an eligible buyer, the buyer and county shall enter into an affordable housing agreement to be signed by the Director of Planning and Building for the County, which shall be recorded as an encumbrance on the property, and secured by a recorded deed of trust. Said agreement and deed of trust shall establish the monetary difference between the initial purchase price and the initial appraised value as a loan payable to the county. Said loan shall accrue interest at a rate equal to 4.5 points added to the 11th District Cost of Funds as currently published by the Federal Home Loan Bank Board, amortized over thirty years, and the monthly payments of principal and interest shall be waived by the county as long as the owner who was previously approved by the county as an eligible buyer continues to own and reside in the property subject to the county loan as his or her principal residence, and also continues to be a legal resident of the county of San Luis Obispo. The county shall have a right of first refusal to purchase the property at current appraised value. The consideration for the county's right of first refusal shall consist of one percent of the remaining county loan balance. The balance of the county loan remaining after deducting this one percent of the loan balance shall be credited toward the purchase price if the county chooses to exercise the purchase option. The provisions of this section shall not impair the rights of a first mortgage lender secured by a recorded deed of trust. The purchase money lender shall have a higher priority than the county's loan. The county's security shall be prioritized as a second mortgage.

5. Maximum household income levels. The maximum income levels for lower income eligible purchasers (computed as eighty percent of median income for the County) is as follows, unless before the time of sale new median income figures for the County (as adopted by HUD and published in California Code of Regulations, title 25, section 6930) become effective:

Number of Persons in Family	Maximum Household Income Level
1	\$42,250
2	\$48,250
3	\$54,300
4	\$60,300
5	\$65,150
6	\$69,950
7	\$74,800
8	\$79,600

As used in this agreement, the term "household" shall mean the occupants (excluding minors) of each residential unit who contribute to the household income.

A. In addition, income eligible households purchasing these units may not concurrently own property elsewhere in the County.

6. Certification of eligible purchasers. Borges shall certify to the Director of Planning and Building of the County (hereinafter referred to as the "Planning Director") the income eligibility of potential purchasers of the affordable units under this Sales Agreement and shall submit to the Planning Director a completed and executed "Sales Certification Form," a copy of which is attached hereto as Exhibit B and incorporated by reference herein as though set forth in full. Prior to the close of escrow, such certification of eligible purchasers shall be required to be approved by the Planning Director, or his designee, as meeting the income eligibility requirements set forth in this Agreement. Borges shall sell said residential units only to certified eligible purchasers approved by the Planning Director or his designee.

7. Purchaser's intent to reside in unit. For each of the residential units sold as affordable under the provisions of this Agreement, Borges agrees to obtain, prior to the close of each separate escrow, a declaration executed by the purchasers indicating the purchasers' intent to reside in the unit as their sole and principal residence. The form of the declaration, which shall be delivered to and filed with the Planning Director of the County, is attached hereto as Exhibit C and incorporated by reference herein as though set forth in full.

8. Borges advertising and best efforts in marketing units. Borges agrees to advertise, market and show the affordable residential units, which are the subject of this Agreement, to potential purchasers and make available to any interested person information and assistance concerning their purchase by persons and families of lower income. In addition, Borges shall use its best efforts in exploring available alternatives and locating financing for persons eligible to purchase the affordable units, and shall cooperate and take affirmative steps to the fullest extent possible to market, show, advertise, sell and make certain that qualified eligible purchasers can be found for the affordable units.

9. Affordable Housing Agreement and deed of trust. Borges agrees, as a condition of the sale of each of the affordable residential units sold under the provisions of this Sale Agreement, to have the purchasers of each affordable unit deposit in escrow an executed and acknowledged "Option to Purchase at Restricted Price Agreement" with the County and a second deed of trust, all in a form approved by County Counsel, which comply with all of the provisions of San Luis Obispo County Code Section 23.04.094 and this Sale Agreement. The "Option to Purchase at Restricted Price Agreement" and second deed of trust shall be recorded at the close of escrow immediately following recordation of the purchasers' grant deed and the first deed of trust and shall supersede the provisions of this Agreement.

10. Reporting. Until such time as all five units are sold pursuant to this Agreement, Borges shall report annually in writing to County, in a form acceptable to the Director of Planning and Building, on the occupancy of the affordable units under the Rental Agreement and the progress in selling all units. The report shall include at a minimum for each affordable unit not yet sold, the rent paid, the household income, and the household size. The adult members of the household shall be identified by name. For each unit sold, the report shall provide the sales price, the household income, the household size, and the date of closing of escrow. The County shall maintain the confidentiality of such personal information to the extent permitted by law, and such information shall be used only for necessary audit and administrative purposes.

11. Maintenance of affordable units. The rental and manager's units shall continue to be maintained by Borges in a reasonable and habitable condition. The affordable units shall be maintained to no lesser standard than that which generally prevails in other similar housing units of the Project, and the tenants of the affordable units shall be entitled to no lesser degree of rent inclusive benefits, including without limitation, parking privileges, storage privileges, utility services, recreational facilities, or other advantages, than the tenants of other units in the Project.

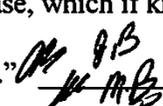
12. Time for performance. Time is of the essence in carrying out the terms of this agreement.

13. Indemnification and Release. Borges individually, jointly and severally, shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs (including for counsel acceptable to County), expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, or failure to perform hereunder, or in any way arising out of this Agreement, including, but not limited to, those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, inverse condemnation, equitable relief, or any wrongful act or

any negligent act or failure to act on the part of the Borges or of agents, employees, or independent contractors directly responsible to the Borges; provided further that the foregoing obligations to defend, indemnify and save harmless shall apply to any wrongful acts, or any passively negligent acts or omissions to act, committed individually, jointly or concurrently by the Borges, the Borges's agents, employees, or independent contractors or by the County, its officers, agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Borges to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

As further consideration for this Amendment, Borges on behalf of themselves, their successors, heirs and assigns, hereby fully releases and discharges County, its officers, agents, and employees, from and against any and all claims, demands, causes of action, obligations, agreements, liens, judgments, orders, damages, liabilities, losses, costs and expenses of any kind, whether known or unknown, that Borges (collectively or singularly) has, may have had, believe it could have, or has ever had, against County, its officers, agents or employees.

Borges specifically waives the benefit of the provisions of Section 1542 of the California Civil Code, which provide as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debt.”  (BORGES INITIALS)

Notwithstanding the provisions of Civil Code Section 1542, and to the extent allowed by law, Borges expressly acknowledges that this Agreement is also intended to include in its effect, without limitation, all claims which Borges does not know or expect to exist in Borges's favor at

the time of the execution hereof, and this Agreement contemplates the extinguishment of any such claim, or claims arising prior, and up to the date of this Agreement, except those for breach of this Agreement.

14. No assignment without consent. Borges shall not have the right to assign or transfer this Agreement, or any part hereof, without the prior written consent of the County.

15. Binding on successors in interest. All provisions of this Agreement shall be deemed an equitable servitude and covenants running with land pursuant to California Civil Code sections 1460 and 1468, and shall be binding on the parties hereto and their heirs, assigns and successors in interest. Any conveyance, transfer, or sale made by Borges of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this Agreement.

16. Effect of waiver. County's waiver of the breach of any one term, covenant or provision of this agreement shall not be a waiver of a subsequent breach of the same term, covenant or provision of this agreement or of the breach of any other term, covenant or provision of this agreement.

17. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. It is declared that the intention of the parties that this agreement would have been approved had such invalid term, covenant, condition or provision hereof not been included.

18. Enforcement of provisions.

A. In the event of a violation or an attempted violation of any of the terms, covenants, conditions, or restrictions of this Sale Agreement by Borges, the County shall give written notice thereof to Borges as set out in Section 20, below.

B. If such violation or attempted violation is not corrected to the satisfaction of the County within fifteen (15) calendar days after the date such notice is mailed, or within additional time approved by the Director of Planning and Building, the County may, without further prior notice, declare in writing a default under this agreement effective on the date of such declaration of default.

C. Any such declaration of default may be cause for appropriate action to be taken by the County, including, but not limited to, seeking an injunction against any violation or attempted violation of this agreement, seeking specific performance of the terms and provisions of this agreement, or seeking such other relief as may be appropriate.

19. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

20. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Planning Director, County of San Luis Obispo, County Government Center, Room 300, San Luis Obispo, California 93408.

Notices required to be given to Borges shall be addressed as follows: Jeff Borges, 625 Wild Oats Way, Templeton, California 93465.

Provided that any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

21. Borges not agent of County. Neither Borges nor any of Borges' agents or contractors are or shall be considered to be agents of County in connection with the performance of Borges's obligations under this agreement and this agreement shall not be considered a joint venture between Borges and the County.

22. Entire agreement and modifications. This agreement sets forth the full and entire understanding of the parties regarding the matter set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding such matters are hereby superseded or terminated in their entirety. No changes, amendments, or alterations to the provisions of this agreement shall be effective unless in writing and executed by the parties hereto or their assigns and successors in interest.

23. Agreement to be recorded. Borges and County intend and consent to the recordation of this Sale Agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation of this agreement shall serve as constructive notice of the obligations contained herein to be performed by the Borges and the successors in interest to all or any portion of Borges's Property.

24. Borges has read and understands the provisions of this Agreement and has been provided the opportunity to consult with counsel and voluntarily enters into this Agreement.

Attachment B: Amended Agreement

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

BORGES\* *Jeffrey Borges*  
*Jeffrey Borges*  
JEFFERY BORGES

*Michele Borges*  
MICHELE BORGES

*Monique Michelle Borges*  
MONIQUE MICHELE BORGES

*Martine Borges*  
MARTINE BORGES

COUNTY OF SAN LUIS OBISPO\*\*

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

\*Signatures to be notarized using form of jurat on page 16  
\*\* Signature to be notarized using jurat on page 15

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By:   
Deputy County Counsel

Dated: 6.3.2014

APPROVED AS TO CONTENT:

  
Director of Planning and Building

By: \_\_\_\_\_

Dated: 6.4.14

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN LUIS OBISPO )

On \_\_\_\_\_, before me, \_\_\_\_\_, Deputy  
County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared  
\_\_\_\_\_, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person, or the entity upon behalf of which the person  
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.

JULIE L. RODEWALD, County Clerk-  
Recorder and Ex-Officio Clerk of the Board of  
Supervisors

By: \_\_\_\_\_  
Deputy County Clerk-Recorder

[SEAL]

Attachment B: Amended Agreement

State of California )

County of SAN LUIS OBISPO ) ss.

On MAY 5, 2014, before me, VICKI S. BROWN, Notary Public,

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

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

WITNESS my hand and official seal.

Signature *Vicki S Brown*  
Signature of Notary Public



(Seal)

4555nwagr

Attachment B: Amended Agreement

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN LUIS OBISPO ) ss.

On June 3, 2014, before me, Ashley Marie Pollick  
a Notary Public, in and for the State of California, personally appeared \*Jeffrey  
Borges \*, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in (his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s) or the entity upon behalf of which the person(s) acted, executed the  
instrument.

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

WITNESS my hand and official seal.

Signature Ashley Marie Pollick  
Signature of Notary Public



[SEAL]

ACKNOWLEDGMENT

State of California  
County of Fresno

On 05/08/2014 before me, Morgan Senac Notary Public,  
(insert name and title of the officer)

personally appeared Martine Borges and Monique Michelle Borges,  
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~~  
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Morgan Senac* (Seal)



**EXHIBIT A**

Real property in the City of Cambria, County of San Luis Obispo, State of California, described as follows:

PARCEL 1: APN 023-381-051

THOSE PORTIONS OF LOTS 42, 43, 44, 45 46, 47 AND 48 IN BLOCK 130 OF CAMBRIA PINES MANOR UNIT NO. 6, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 2, 1930 IN BOOK 5 AT PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT WHICH BEARS SOUTH 44°47'10" WEST, 117.84 FEET FROM ENGINEER'S STATION 840+00 P.O.T. ON THE CENTER LINE OF THE DEPARTMENT OF PUBLIC WORKS SURVEY FOR STATE HIGHWAY ROAD V-SL0-56-C, AS SAID CENTER LINE IS DELINEATED ON MAP FILED IN THE STATE HIGHWAY MAP BOOK, PAGE S61, RECORDS OF SAID COUNTY; THENCE (1) NORTH 40°14'00" WEST, 450.69 FEET; THENCE (2) NORTH 32°22'03" WEST, 70.98 FEET; THENCE (3) NORTH 49°05'50" WEST 248,41 FEET TO A POINT WHICH BEARS SOUTH 45°56'18" WEST, 120 FEET FROM ENGINEER'S STATION 847+85 P.O.C. ON THE ABOVE CENTER LINE.

BEARINGS AND DISTANCES USED HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 5; MULTIPLY DISTANCES BY 0.9999978 TO OBTAIN GROUND LEVEL DISTANCES.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT NOTICE OF LOT MERGER RECORDED FEBRUARY 28, 2002 AS INSTRUMENT NO. 02-16155 OF OFFICIAL RECORDS.

PARCEL 2: APN 023-381-052

LOTS 40 AND 41 IN BLOCK 130 OF CAMBRIA PINES MANOR UNIT NO. 6, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 2, 1930 IN BOOK 5 AT PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 21, 1960 IN BOOK 1100 AT PAGE 109 OF OFFICIAL RECORDS.

TOGETHER WITH THOSE PORTIONS OF LOTS 10 AND 11 IN BLOCK 130 OF CAMBRIA PINES MANOR UNIT NO. 6, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 2, 1930 IN BOOK 5 AT PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN SAID BLOCK LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT WHICH BEARS SOUTH 49° 47' 10" WEST, 118 FEET FROM

ENGINEER'S STATION 844+50.69 ON THE CENTER LINE OF THE DEPARTMENT OF PUBLIC WORK'S SURVEY FOR STATE HIGHWAY, ROAD V-SL0-56-C, AS SAID CENTER LINE IS DELINEATED ON MAP FILED IN THE STATE HIGHWAY MAP BOOK, PAGE 561, RECORDS OF SAID COUNTY; THENCE SOUTH 40°14'00" WEST, 450.69 FEET TO A POINT WHICH BEARS SOUTH 49° 47' 10" WEST, 117.84 FEET FROM ENGINEER'S STATION 840+00 P.O.T. ON SAID CENTER LINE.

BEARINGS AND DISTANCES USED HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 5; MULTIPLY DISTANCES BY 0.999928 TO OBTAIN GROUND LEVEL DISTANCES.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT NOTICE OF LOT MERGER RECORDED FEBRUARY 28, 2002 AS INSTRUMENT NO. 02-16156 OF OFFICIAL RECORDS.

PARCEL 3: APN 023-381-053

LOTS 38 AND 39 IN BLOCK 130 OF CAMBRIA PINES MANOR UNIT NO. 6, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 2, 1930 IN BOOK 5 AT PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF LOTS 12 AND 13 IN BLOCK 130 OF CAMBRIA PINES MANOR UNIT NO. 6, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 2, 1930 IN BOOK 5 AT PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN SAID BLOCK LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT WHICH BEARS SOUTH 49° 47' 10" WEST, 118 FEET FROM ENGINEER'S STATION 844 + 50.69 ON THE CENTER LINE OF THE DEPARTMENT OF PUBLIC WORK'S SURVEY FOR STATE HIGHWAY ROAD V-SL0-56-C, AS SAID CENTER LINE OF DELINEATED ON MAP FILED ON THE STATE HIGHWAY MAP BOOK, PAGE 561, RECORDS OF SAID COUNTY; THENCE SOUTH 40° 14' 00" WEST, 450.69 FEET TO A POINT WHICH BEARS SOUTH 49° 47' 10" WEST, 117.84 FROM ENGINEER'S STATION 840-00 P.O.T. ON SAID CENTER LINE.

BEARINGS AND DISTANCES USED HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 5; MULTIPLY DISTANCES BY 0.999928 TO OBTAIN LEVEL DISTANCES.

SAID PROPERTY IS DESCRIBED IN CERTIFICATE OF MERGER RECORDED FEBRUARY 28, 2002, IN INSTRUMENT NO. 2002-016157 OF OFFICIAL RECORDS.

PARCEL 4: APN 023-381-054

THOSE PORTIONS OF LOTS 14, 15, 16 AND 17 IN BLOCK 130 OF CAMBRIA PINES MANOR UNIT NO. 6, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 2, 1930 IN BOOK 5 AT PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT WHICH BEARS SOUTH 49°47'10" WEST, 118 FEET FROM ENGINEER'S STATION 840+50.69 P.O.T. ON THE CENTER LINE OF THE DEPARTMENT OF PUBLIC WORKS SURVEY FOR STATE HIGHWAY ROAD V-SL0-56-C, AS SAID CENTER LINE IS DELINEATED ON MAP FILED IN THE STATE HIGHWAY MAP BOOK, PAGE 561, RECORDS OF SAID COUNTY; THENCE SOUTH 40°14'00" WEST, 450.69 FEET; TO A POINT WHICH BEARS SOUTH 49°47'10" WEST, 117.84 FEET FROM ENGINEER'S STATION 840+00 P.O.C. ON THE ABOVE CENTER LINE.

BEARINGS AND DISTANCES USED HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 5; MULTIPLY DISTANCES BY 0.9999928 TO OBTAIN GROUND LEVEL DISTANCES.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT NOTICE OF LOT MERGER RECORDED FEBRUARY 28, 2002 AS INSTRUMENT NO. 02-16158 OF OFFICIAL RECORDS.

PARCEL 5: APN 023-381-055

ALL OF LOT 19 AND A PORTION OF LOT 18, IN BLOCK 130 OF CAMBRIA PINES MANOR, UNIT NO. 6, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 2, 1930 IN BOOK 5, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN SAID BLOCK LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT WHICH BEARS SOUTH 49°47'10" WEST, 118 FEET FROM ENGINEER'S STATION 844+50.69 ON THE CENTER LINE OF THE DEPARTMENT OF PUBLIC WORK'S SURVEY FOR STATE HIGHWAY, ROAD V-SL0-56-C, AS SAID CENTER LINE IS DELINEATED ON MAP FILED IN THE STATE HIGHWAY MAP BOOK, PAGE 561, RECORDS OF SAID COUNTY; THENCE SOUTH 40°14'00" WEST, 450.69 FEET TO A POINT WHICH BEARS SOUTH 49°47'10" WEST, 117.84 FEET FROM ENGINEER'S STATION 840+00 P.O.T. ON SAID CENTER LINE.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT NOTICE OF VOLUNTARY MERGER RECORDED FEBRUARY 28, 2002 AS INSTRUMENT NO. 02-16159 OF OFFICIAL RECORDS.

4555nwagr-A

**EXHIBIT B**

**SALES CERTIFICATION FORM**

Estimated closing date of escrow on sale of unit: \_\_\_\_\_

1. Name of purchaser: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City/State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Day phone where purchaser may be reached: area code (\_\_\_\_) \_\_\_\_\_

2. Purchaser's annual gross income: \_\_\_\_\_

a. Confirm no other property ownership in County

3. Unit being purchased: \_\_\_\_\_

4. Purchase price: \_\_\_\_\_

5. Down payment: \_\_\_\_\_

6. Lending institution: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City/State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Day phone where lender may be reached: area code (\_\_\_\_) \_\_\_\_\_

7. Interest rate: \_\_\_\_\_

8. Term of loan (years): \_\_\_\_\_

9. Monthly loan payment (excluding property taxes): \_\_\_\_\_

10. Total closing costs: \_\_\_\_\_

**CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information contained herein is true, complete, and correct.

\_\_\_\_\_  
Print name and sign - Borges Date

\_\_\_\_\_  
Print name and sign - Purchaser Date

4555nwagr-B

**EXHIBIT C**

**DECLARATION OF PURCHASER**

I, \_\_\_\_\_, declare as follows:

1. I am purchasing (or am one of the purchasers if more than one person will be on the deed) a dwelling unit referred to as: \_\_\_\_\_

\_\_\_\_\_

2. I intend to reside in the unit as my sole and principal residence.

3. I do not own other property in the County.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

**PURCHASER**

\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT "D" OCCUPANCY DATES

<b>Unit Address</b>	<b>APN</b>	<b>Occupancy Date</b>
2360 McCabe Dr. (4-bedroom unit)	023-381-052	December 13, 2005
2370 McCabe Dr. (1-bedroom unit)	023-381-051	December 20, 2005
2291 Green St. (4-bedroom unit)	023-381-055	May 27, 2010
2311 Green St. (2-bedroom unit)	023-381-054	May 21, 2010
2350 McCabe Dr. (manager's unit)	023-381-053	Upon occupancy by eligible household

Attachment B: Amended Agreement

REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors  
County of San Luis Obispo  
County Government Center  
San Luis Obispo, CA 93408

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT. (THIS NOTICE REQUIRED BY CALIFORNIA CIVIL CODE SECTION 2953.3.)

The undersigned, beneficiary under that certain Deed of Trust dated April 30, 2013, recorded June 25, 2013, as Document No. 2013-036694, of the Official Records in the Office of the County Recorder of the County of San Luis Obispo, State of California, does hereby join in, and consent to, each and all of the terms and provisions of the Amended Agreement To Provide Housing Units For Persons And Families Of Lower Income entered into between Jeffrey Borges, Michele Borges, Martine Borges, and Monique Michelle Borges individually and jointly, and the County of San Luis Obispo, recorded concurrently herewith, and does hereby subordinate the interests of its Deed of Trust to the entire effect of the amended agreement to provide housing units.

SIGNED AND EXECUTED this 21 day of May, 2014.

LENDER

BENEFICIARY

GREEN TREE SERVICING, LLC.,  
a Delaware corporation

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.,  
a Delaware corporation

By: [Signature]  
Name: Sam Yoeun  
Title: Asst Mgr

By: [Signature]  
Name: Bryent Armentrout  
Title: Asst Secretary

[NOTE: This Subordination Agreement will be recorded. All signatures to this agreement must be acknowledged by a notary.] 4555nwagr

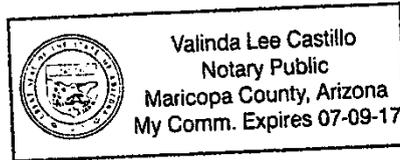
**Mortgage Electronic Registration Systems (MERS)**

State of Arizona)  
County of Maricopa) ss.

On the 21 day of May in the year 2014 before me, the undersigned, personally appeared

Bryant Armentrout, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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/capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Tempe, State of Arizona.

Valinda Lee Castillo  
Notary Signature



**Green Tree Servicing LLC**

State of Arizona)  
County of Maricopa) ss.

On the 21 day of May in the year 2014 before me, the undersigned, personally appeared

Sam Yoeun, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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/capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Tempe, State of Arizona.

Valinda Lee Castillo  
Notary Signature

