

**IN THE BOARD OF SUPERVISORS**  
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

\_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_\_

PRESENT: Supervisors

ABSENT:

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AND ACCEPTING AN OPEN-SPACE AGREEMENT  
GRANTING AN OPEN-SPACE EASEMENT TO THE COUNTY OF SAN LUIS OBISPO  
BY TOAD CREEK HOMES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

The following resolution is now offered and read:

**WHEREAS**, the County of San Luis Obispo has been duly requested to approve and accept a certain grant and offer to dedicate to the County of San Luis Obispo as open-space that certain real property described in the open-space agreement attached hereto and made a part hereof; and

**WHEREAS**, the Director of Planning and Building by letter dated December 16, 2014, has duly recommended that the Board of Supervisors approve and accept such offer of dedication to the County of San Luis Obispo, and has further recommended that such action is consistent with the County's general plan.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. The Board of Supervisors finds and determines that the preservation of land offered for dedication to the County of San Luis Obispo as open-space in the attached agreement is consistent with the County's general plan; that the land is essentially unimproved and if retained in

Attachment 1

its natural state has scenic value to the public and is valuable as a watershed, and the offer of dedication contained in said agreement contains appropriate covenants to that end; that it is in the public interest that the land be retained as open-space because such land will add to the amenities of living in neighboring urbanized areas; and that approval of the above agreement is categorically exempt from the requirements of the California Environmental Quality Act.

2. The Open-Space Agreement Granting An Open-Space Easement To The County of San Luis Obispo, a copy of which is attached hereto and is incorporated by reference herein as though set forth in full, is hereby approved and the dedication contained therein is hereby accepted by the County of San Luis Obispo and the Chairperson of the Board of Supervisors is hereby authorized and directed to execute said agreement on behalf of the County of San Luis Obispo.

3. The County Clerk is hereby authorized and directed to record the above agreement and a certified copy of this resolution in the office of the County Recorder of the County of San Luis Obispo, and file a copy of said agreement and resolution with the County Assessor of the County of San Luis Obispo.

Upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and on the following roll call vote, to-wit:

AYES:

NOES:

ABSENT

ABSTAINING:

the foregoing resolution is hereby adopted.

\_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST:

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

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By:   
Deputy County Counsel

Dated: November 18, 2014

[SEAL]

Attachment 1

STATE OF CALIFORNIA, )  
 ) ss.  
County of San Luis Obispo, )

I, \_\_\_\_\_, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the Board of Supervisors

By

\_\_\_\_\_  
Deputy Clerk.

Attachment 1

RECORDING 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

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APN 040-289-028

OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE EASEMENT  
TO THE COUNTY OF SAN LUIS OBISPO

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between TOAD CREEK HOMES, LLC, a California limited liability  
company, hereinafter referred to as "Owner," and the COUNTY OF SAN LUIS OBISPO,  
a political subdivision of the State of California, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Owner is the record owner of certain real property (hereinafter  
referred to as the "Owner's Property") located in the unincorporated area of County of  
San Luis Obispo, State of California, which is more particularly described in Exhibit A  
attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, as a condition of approval of a conditional use permit authorizing a  
cluster division of real property (SUB2005-00036) and as a condition precedent to the  
approval of a final subdivision map for Tract 2763 by County for Owner's Property,

ck. title rpt./Tract 2763

## Attachment 1

Owner is required to enter into an agreement with the County, on behalf of himself and his successors in interest, whereby the Owner grants an open-space easement to the County for the benefit of the public, including the lots being created in said subdivision; and

WHEREAS, Owner intends that the restrictions contained in this agreement shall apply to that portion of Owner's Property (hereinafter referred to as the "Subject Property") which is more particularly described in Exhibit B attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, execution of this agreement by Owner and County, and the subsequent performance of its obligations by Owner and his successors in interest, will satisfy the requirement for dedication of an open-space easement imposed by the County's general plan and land use regulations and made a condition of approval of the conditional use permit and the tentative subdivision map referred to above; and

WHEREAS, the Subject Property has certain natural scenic beauty and existing openness, and also provides a buffer for adjoining residential uses and adjacent roadways, and both Owner and County desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of said property of the Owner; and

WHEREAS, Owner is willing to grant to County the scenic use, as hereinafter expressed, of the land and thereby protect the present scenic beauty and existing openness of the Subject Property by the restricted use of said property by Owner through the imposition of the conditions hereinafter expressed; and

WHEREAS, both Owner and County intend that the terms, conditions, and restrictions of the open-space easement granted in this agreement are in compliance with Government Code sections 51070 through 51097, inclusive, hereinafter referred to

## Attachment 1

as the "Open-Space Easement Act of 1974," so as to be an enforceable restriction under the provisions of Revenue and Taxation Code section 422; and

WHEREAS, Owner has supplied County with a current title company preliminary title report or preliminary subdivision guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Subject Property.

NOW, THEREFORE, in consideration of the premises and in compliance with the provisions of Government Code sections 51070 through 51097, inclusive, 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. Grant of open-space easement. Owner hereby grants to County, for the term specified in paragraph 8 below, an open-space easement in and to the Subject Property described above. The open-space easement granted herein conveys to County an estate and interest in the real property of the nature and character specified in the Open-Space Easement Act of 1974, which is subject to the express conditions and restrictions imposed herein upon the use of the property by Owner. To that end, and for the purpose of accomplishing the intent of the parties hereto, Owner covenants on behalf of himself, his successors and assigns with the County, its successors and assigns to do and refrain from doing, severally and collectively, upon the Subject Property, the various acts hereinafter mentioned.

2. Restrictions on use of the Subject Property. The restrictions imposed upon the use of the Subject Property by Owner and his successors in interest and the acts which Owner and his successors in interest shall refrain from doing, and permit to be done, upon the Subject Property are as follows:

## Attachment 1

(a) No buildings, structures, or other improvements shall be placed, constructed, or erected upon the Subject Property, except as otherwise authorized by the approved conditional use permit and subdivision map referred to above.

(b) No advertising of any kind or nature shall be located on or within the Subject Property.

(c) Owner shall not plant or permit to be planted any vegetation upon the Subject Property except for natural or ornamental landscaping, and as otherwise authorized by the approved conditional use permit and subdivision map referred to above, and as necessary for erosion control.

(d) Except for the construction, alteration, relocation, and maintenance of public roads, private access roads, or driveways, if any, as shown on the approved conditional use permit or final subdivision map referred to above, the general topography of the landscape shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made.

(e) No use of the Subject Property which will or does materially alter the landscape or other attractive scenic features of the property, other than those specified herein, shall be done or suffered.

(f) Owner shall not extract natural resources from the Subject Property.

(g) Owner shall not cut timber, trees, or other natural growth, except as may be required for maintenance of the historic trail on the Subject Property for use by the public and for fire protection, thinning, elimination of diseased growth, and similar protective measures.

(h) Owner shall not use the Subject Property or any portion thereof as a parking lot, storage area, or dump site or otherwise deposit or allow to be deposited on

## Attachment 1

the Subject Property or any portion thereof, temporarily or otherwise, anything whatsoever which is not indigenous or natural to the Subject Property.

(i) Owner shall not cover or cause the Subject Property to be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land nor otherwise disturb the natural cover of the land unless otherwise authorized by the provisions of this agreement.

(j) Except for a resubdivision involving all of this Tract, no land division of a legal lot containing the Subject Property shall occur or be applied for by Owner or his successors in interest, nor shall Owner or his successors in interest otherwise convey (other than under threat of condemnation) a portion of a legal lot containing the Subject Property less than the whole of the legal lot to one or more parties or convey a legal lot containing the Subject Property to two or more parties each of whom acquire title to less than the whole of said legal lot. Any such conveyance or transfer of a legal lot containing the Subject Property or a portion thereof by Owner or his successors in interest shall be considered null and void.

3. Reservations of use by Owner. Notwithstanding the provisions of paragraph 2 above, the following property rights in the Subject Property are excepted from this grant and are expressly reserved to Owner:

(a) The right to maintain all existing private roads, trails (including the historic trail), and structures lawfully erected and maintained upon the Subject Property.

(b) The right to construct, develop, and maintain all roads, utilities, structures and other improvements authorized by the approved conditional use permit and subdivision map referred to above, and any amendments or modifications thereto which may be approved by the County.

## Attachment 1

(c) The right to implement the Habitat and Wildlife Protection measures as described in the LFR Biological Report dated January, 2006, a copy of which is on file in the office of the Department of Planning and Building and is incorporated by reference herein as though set forth in full.

(d) The right to construct agricultural accessory buildings and undertake any of those uses permitted by Section 22.22.140 of the San Luis Obispo County Code.

4. Compliance with County regulations. Land uses permitted or reserved to Owner in this agreement are subject to and require compliance with all applicable County ordinances and regulations, including those regulating land use.

5. Construction of improvements. Owner shall not construct or permit the construction of any improvements on the Subject Property except as expressly reserved herein or as authorized in the Open-Space Easement Act of 1974. Provided, however, nothing contained in this agreement shall prohibit the construction of either public service facilities installed for the benefit of the Subject Property or public service facilities installed pursuant to an authorization of the Board of Supervisors of the County or the Public Utilities Commission.

6. No authorization for public trespass. Except for allowing public access to and use of the historic trail located on the Subject Property, the grant of easement contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Subject Property or as granting to the public or any member thereof any tangible rights in or to the Subject Property or the right to go upon or use or utilize the Subject Property in any manner whatsoever. It is understood that the purpose of this agreement is solely to restrict the uses to which the Subject Property

## Attachment 1

may be put so that the property may be kept as near as possible in its natural condition or for the benefit of the public, including the lots being created in the above subdivision.

7. Effect on prior easements. Nothing contained in this agreement shall limit or affect any easements that are of record and that have been heretofore granted by Owner on, over, under, or across the Subject Property or any portion thereof.

8. Duration of easement. The grant of easement to County contained in this agreement shall be effective when it has been approved and accepted by resolution of the Board of Supervisors in the manner required by law, and it shall remain in effect in perpetuity unless abandoned or otherwise terminated by the Board of Supervisors in accordance with the provisions of the Open-Space Easement Act of 1974. Provided, however, no easement shall be abandoned or otherwise terminated without first obtaining approval of an amendment to the conditional use permit (SUB2005-00036) authorizing such abandonment or termination.

9. Enforceable restriction. Upon acceptance of the open-space easement granted herein, the Subject Property shall be deemed to be "enforceably restricted" within the meaning of section 422 of the Revenue and Taxation Code and section 8 of Article XIII of the Constitution of the State of California.

10. Binding on successors in interest. This agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by Owner 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.

11. 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

## Attachment 1

term, covenant, or provision of this agreement or of the breach of any other term, covenant, or provision of this agreement.

12. Judicial enforcement. Enforcement shall be by proceeding at law or in equity, either to restrain a violation or an attempted violation or by suit to recover damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

13. 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.

14. 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.

15. 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: Director of Planning and Building, County of San Luis Obispo, County Government Center, Room 300, San Luis Obispo, California 93408. Notices required to be given to Owner shall be addressed as follows: Toad Creek Homes, LLC, 3480 South Higuera Street, Suite 130, San Luis Obispo, California 93401.

Attachment 1

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.

16. Agreement to be recorded. Owner and County intend and consent to the recordation of this 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 Owner and the successors in interest to all or any portion of Owner's Property.

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

OWNER

TOAD CREEK HOMES, LLC,  
a California limited liability company

By: PB&S, LLC,  
a California limited liability company  
its Manager

By: PB COMPANIES, LLC,  
a California limited liability company  
its Manager

By:   
JOHN W. BELSHER  
Managing Member

By:   
RYAN PETETIT  
Managing Member

By:   
BRADFORD SMITH  
its Manager

Attachment 1

COUNTY OF SAN LUIS OBISPO

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By:   
Deputy County Counsel

Dated: November 12, 2014

[NOTE: This Open-Space Agreement will be recorded. All signatures to this agreement must be acknowledged by a notary.]

15plhagr

Attachment 1

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 1

**EXHIBIT A**

All of Tract 2763 as shown on a map recorded in Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_ inclusive of Maps, in the office of the County Recorder of the County of San Luis Obispo, State of California.

Attachment 1

**EXHIBIT B**

Lots 27 and 28, inclusive, of Tract 2763 as shown on a map recorded in Book \_\_\_\_\_,  
Pages \_\_\_\_\_ through \_\_\_\_\_ inclusive of Maps, in the office of the County  
Recorder of the County of San Luis Obispo, State of California.

Attachment 1

**ACKNOWLEDGMENT**

State of California  
County of San Luis Obispo

On November 10, 2014 before me, Roxanne Herrera  
(insert name and title of the officer)

personally appeared John W. Belsher  
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 [Handwritten Signature] (Seal)



Attachment 1

**ACKNOWLEDGMENT**

State of California  
County of San Luis obispo )

On November 6, 2014 before me, Roxanne Herrera  
(insert name and title of the officer)

personally appeared Ryan Petetit  
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 [Handwritten Signature] (Seal)



Attachment 1

STATE OF NV )SS  
COUNTY OF Washoe

On 11-4-14, before me,  
Kellee Dubay, Notary Public, personally appeared  
Bradford Smith

\_\_\_\_\_ 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.

Kellee Dubay  
Signature



This area for official notarial seal

Attachment 1

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

APN 040-289-028

**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 May 21, 2013, recorded May 30, 2013, as Document No. 2013-030976, of the Official Records; and re-recorded June 14, 2013, as Document No. 2013-034715, 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 Open-Space Agreement Granting An Open-Space Easement To The County Of San Luis Obispo entered into between Toad Creek Homes, LLC, a California limited liability company, 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 open-space agreement.

SIGNED AND EXECUTED this 25th day of September, 2014.

BENEFICIARY

ROBERT J. MILLER, TRUSTEE OF THE  
MILLER FAMILY TRUST DATED  
DECEMBER 6, 1989

Attachment 1

\_\_\_\_\_  
RICHARD L. AYRES, TRUSTEE OF THE  
AIR-VOL BLOCK, INC. 401(k) PROFIT  
SHARING TRUST

KNF INVESTMENTS,  
a General Partnership

By: John Keese  
Name: John Keese  
Title: General Partner

\_\_\_\_\_  
MICHAEL PHILLIP WICKERSHAM,  
TRUSTEE OF THE WICKERSHAM FAMILY  
TRUST DATED MAY 7, 2007

\_\_\_\_\_  
MICHAELYN JEANNE WICKERSHAM,  
TRUSTEE OF THE WICKERSHAM FAMILY  
TRUST DATED MAY 7, 2007

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California }  
County of Los Angeles }  
On Sept 25<sup>th</sup> 2014 before me, Devin Effertz,  
Date Name and Title of the Officer  
personally appeared John Keese  
Name(s) of Signer(s)



Place Notary Seal Above

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: [Signature]  
Signature of Notary Public

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Subordination Agreement Document Date: June 14 2013  
Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: John Keese Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

Attachment 1

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

APN 040-289-028

**SUBORDINATION AGREEMENT**

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The undersigned, beneficiary under that certain Deed of Trust dated May 21, 2013, recorded May 30, 2013, as Document No. 2013-030976, of the Official Records; and re-recorded June 14, 2013, as Document No. 2013-034715, 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 Open-Space Agreement Granting An Open-Space Easement To The County Of San Luis Obispo entered into between Toad Creek Homes, LLC, a California limited liability company, 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 open-space agreement.

SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BENEFICIARY

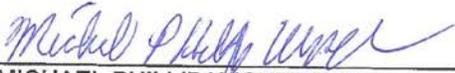
ROBERT J. MILLER, TRUSTEE OF THE  
MILLER FAMILY TRUST DATED  
DECEMBER 6, 1989

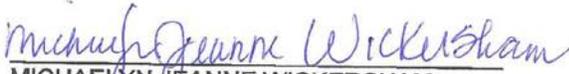
Attachment 1

\_\_\_\_\_  
RICHARD L. AYRES, TRUSTEE OF THE  
AIR-VOL BLOCK, INC. 401(k) PROFIT  
SHARING TRUST

KNF INVESTMENTS,  
a General Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
\_\_\_\_\_  
MICHAEL PHILLIP WICKERSHAM,  
TRUSTEE OF THE WICKERSHAM FAMILY  
TRUST DATED MAY 7, 2007

  
\_\_\_\_\_  
MICHAELYN JEANNE WICKERSHAM,  
TRUSTEE OF THE WICKERSHAM FAMILY  
TRUST DATED MAY 7, 2007

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

15plhagr

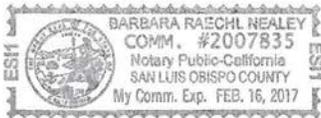
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Luis Obispo }

On September 29 2014 before me, Barbara Raechl Nealey, Notary Public, personally appeared

Michael Phillip Wickersham and  
Michaelyn Jeanne Wickersham

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 Barbara Raechl Nealey  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Subordination Agreement

Document Date: 9/29/2014 Number of Pages: 2 w/ attachments

Signer(s) Other Than Named Above: \_\_\_\_\_

Attachment 1

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

APN 040-289-028

**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 May 21, 2013, recorded May 30, 2013, as Document No. 2013-030976, of the Official Records; and re-recorded June 14, 2013, as Document No. 2013-034715, 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 Open-Space Agreement Granting An Open-Space Easement To The County Of San Luis Obispo entered into between Toad Creek Homes, LLC, a California limited liability company, 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 open-space agreement.

SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BENEFICIARY

ROBERT J. MILLER, TRUSTEE OF THE  
MILLER FAMILY TRUST DATED  
DECEMBER 6, 1989

Attachment 1



\_\_\_\_\_  
RICHARD L. AYRES, TRUSTEE OF THE  
AIR-VOL BLOCK, INC. 401(k) PROFIT  
SHARING TRUST

KNF INVESTMENTS,  
a General Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL PHILLIP WICKERSHAM,  
TRUSTEE OF THE WICKERSHAM FAMILY  
TRUST DATED MAY 7, 2007

\_\_\_\_\_  
MICHAELYN JEANNE WICKERSHAM,  
TRUSTEE OF THE WICKERSHAM FAMILY  
TRUST DATED MAY 7, 2007

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

15plhagr

Attachment 1

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

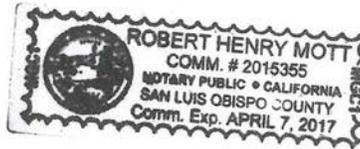
On October 1, 2014, before me, Robert Henry Mott, a notary public in and for the State of California, personally appeared Richard L. Ayres who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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 Robert Henry Mott  
Signature of Notary Public

[SEAL]



Attachment 1

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

APN 040-289-028

**SUBORDINATION AGREEMENT**

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The undersigned, beneficiary under that certain Deed of Trust dated June 10, 2013, recorded June 14, 2013, as Document No. 2013-034716, 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 Open-Space Agreement Granting An Open-Space Easement To The County Of San Luis Obispo entered into between Toad Creek Homes, LLC, a California limited liability company, 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 open-space agreement.

SIGNED AND EXECUTED this 25 day of SEPTEMBER 20 14

BENEFICIARY



ROBERT J. MILLER, TRUSTEE OF THE  
MILLER FAMILY TRUST DATED  
DECEMBER 6, 1989

SUBORDINATION AGREEMENT

ACKNOWLEDGMENT

State of ~~California~~ <sup>Washington</sup> ~~Gr~~

County of Kitap

On September 25, 14 before me, GWEN M. HANNON

A Notary Public personally appeared Robert J. Miller

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~~ <sup>Washington</sup> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen M. Hannon



Attachment 1

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

APN 040-289-028

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SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BENEFICIARY

ROBERT J. MILLER, TRUSTEE OF THE  
MILLER FAMILY TRUST DATED  
DECEMBER 6, 1989

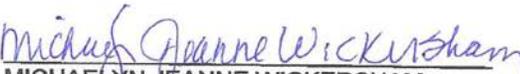
Attachment 1

\_\_\_\_\_  
RICHARD L. AYRES, TRUSTEE OF THE  
AIR-VOL BLOCK, INC. 401(k) PROFIT  
SHARING TRUST

KNF INVESTMENTS,  
a General Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
\_\_\_\_\_  
MICHAEL PHILLIP WICKERSHAM,  
TRUSTEE OF THE WICKERSHAM FAMILY  
TRUST DATED MAY 7, 2007

  
\_\_\_\_\_  
MICHAELYN JEANNE WICKERSHAM,  
TRUSTEE OF THE WICKERSHAM FAMILY  
TRUST DATED MAY 7, 2007

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

15plhagr

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Luis Obispo }

On September 29 2014 before me, Barbara Raechl Nealey, Notary Public, personally appeared

Michael Phillip Wickersham and  
Michael-elyn Jeanne Wickersham

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 Barbara Raechl Nealey  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Subordination Agreement

Document Date: 9/29/14 Number of Pages: 2 w/ attachment

Signer(s) Other Than Named Above: \_\_\_\_\_

Attachment 1

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

APN 040-289-028

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SIGNED AND EXECUTED this 25th day of September, 2014.

BENEFICIARY

ROBERT J. MILLER, TRUSTEE OF THE  
MILLER FAMILY TRUST DATED  
DECEMBER 6, 1989

Attachment 1

\_\_\_\_\_  
RICHARD L. AYRES, TRUSTEE OF THE  
AIR-VOL BLOCK, INC. 401(k) PROFIT  
SHARING TRUST

KNF INVESTMENTS,  
a General Partnership

By: John Reese  
Name: John Reese  
Title: General Partner

\_\_\_\_\_  
MICHAEL PHILLIP WICKERSHAM,  
TRUSTEE OF THE WICKERSHAM FAMILY  
TRUST DATED MAY 7, 2007

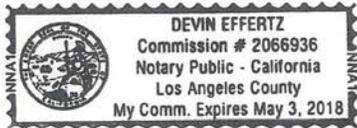
\_\_\_\_\_  
MICHAELYN JEANNE WICKERSHAM,  
TRUSTEE OF THE WICKERSHAM FAMILY  
TRUST DATED MAY 7, 2007

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

15plhagr

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California }  
County of Los Angeles }  
On Sept 25<sup>th</sup> 2014 before me, Devin Effertz,  
Date Name and Title of the Officer  
personally appeared John Keese  
Name(s) of Signer(s)



Place Notary Seal Above

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: [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Subordination Agreement Document Date: June 14 2013

Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: John Keese  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Attachment 1

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

APN 040-289-028

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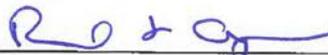
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BENEFICIARY

ROBERT J. MILLER, TRUSTEE OF THE  
MILLER FAMILY TRUST DATED  
DECEMBER 6, 1989

Attachment 1



\_\_\_\_\_  
RICHARD L. AYRES, TRUSTEE OF THE  
AIR-VOL BLOCK, INC. 401(k) PROFIT  
SHARING TRUST

KNF INVESTMENTS,  
a General Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL PHILLIP WICKERSHAM,  
TRUSTEE OF THE WICKERSHAM FAMILY  
TRUST DATED MAY 7, 2007

\_\_\_\_\_  
MICHAELYN JEANNE WICKERSHAM,  
TRUSTEE OF THE WICKERSHAM FAMILY  
TRUST DATED MAY 7, 2007

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15plhagr

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ACKNOWLEDGMENT

State of California )  
 )  
County of San Luis Obispo )

On September 29, 2014, before me, Robert Henry Mott, Notary Public, personally appeared Richard L. Ayres 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.

Signature Robert Henry Mott (Seal)

