

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, California 93408

APN 040-280-057

**AGREEMENT TO PROVIDE HOUSING UNITS
FOR PERSONS AND FAMILIES OF LOW OR MODERATE INCOME**

THIS AGREEMENT is made and entered into this ____ day of _____,
20____, by and between LAS TABLAS VILLAS, LLC, a California limited liability
company, hereinafter referred to as "Subdivider," and the COUNTY OF SAN LUIS
OBISPO, a political subdivision of the State of California, hereinafter referred to as
"County."

WITNESSETH:

WHEREAS, Subdivider is record owner of certain real property (hereinafter
referred to as "Subdivider's Property") located in the 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, Subdivider proposes to develop a forty-one (41) unit residential
development on Subdivider's Property known as Tract 2549 (hereinafter referred to as the
"Project"); and

ck. title rpt./Tract 2549/for sale
Revised: February 20, 2015

WHEREAS, Subdivider has prepared a proposed tract final map for Tract 2549 in the County of San Luis Obispo for approval by County; and

WHEREAS, as agreed to by Subdivider and as a condition precedent to the approval of said final tract map for Tract 2549 by County, Subdivider is required by condition 52 of the conditions of approval of the vesting tentative tract map to enter into an agreement with County to provide eight (8) residential units within the Project (hereinafter referred to as the "affordable units") as new dwelling units which will be affordable housing for persons and families of low or moderate income, as defined in Health and Safety Code section 50093, for a continuous period of five (5) years pursuant to the provisions of Section 22.12.070 of the San Luis Obispo County Code; and

WHEREAS, by the execution of this agreement by Subdivider and County, and the subsequent performance of the obligations of this agreement by Subdivider, Subdivider will have satisfied the requirements of said condition of approval of the vesting tentative tract map; and

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

NOW, THEREFORE, in consideration of County approval of a final tract map for Tract 2549, and the benefits conferred thereby on Subdivider and Subdivider's Property, 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. Subdivider agrees to construct and place the eight (8) residential units to be provided and sold pursuant to this agreement within the residential development located on Subdivider=s Property, which is described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full. Subdivider shall comply with all applicable County ordinances and regulations including those regulating land use and construction permits.

2. Subdivider to provide residential units. Within the time period set forth in paragraph 10 below, Subdivider agrees to construct, provide, and sell the eight (8) residential units to persons and families of low or moderate income as defined in section 50093 of the Health and Safety Code of the State of California, the provisions of which are incorporated by reference herein as though set forth in full. The sales prices of such units shall not exceed the amount determined by the formula set forth in San Luis Obispo County Code Section 22.12.070. The sales prices shall be adjusted for unit size and shall be calculated as of the time that the units are sold (when Subdivider and an eligible purchaser approved by the Planning Director have executed a purchase contract and entered into escrow) as required by San Luis Obispo County Code Section 22.12.070.

3. Continued availability of residential units. The residential units provided under this agreement shall be subject to the long-term housing affordability provisions described in San Luis Obispo County Code Section 22.12.070 for a continuous period of five (5) years following the date of close of escrow of the sale of each residential unit as required by the provisions of San Luis Obispo County Code Section 22.12.070D.

4. Maximum residential unit price. The residential units to be offered for sale and their maximum sales prices for low or moderate income eligible purchasers shall be

as follows, unless before the time of sale interest rates change or new median income figures for the County as adopted by the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") and published in California Code of Regulations, title 25, section 6930 become effective:

<u>Number of Units</u>	<u>Number of Bedrooms</u>	<u>Maximum Sales Price of Unit</u>
8	3	\$473,124.00

5. Maximum household income levels. The maximum income levels for eligible purchasers (computed as one hundred twenty 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:

<u>Number of Persons in Family</u>	<u>Maximum Household Income Level</u>
1	\$64,700.00
2	\$73,900.00
3	\$83,150.00
4	\$92,400.00
5	\$99,800.00
6	\$107,200.00
7	\$114,600.00
8	\$121,950.00

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

6. Certification of eligible purchasers. Subdivider 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 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. Subdivider 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, Subdivider 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. Subdivider advertising and best efforts in marketing units. Subdivider 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 low or moderate income. In addition, Subdivider shall make 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, promissory note, and deed of trust. Subdivider agrees, as a condition of the sale of each of the affordable residential units sold under the

provisions of this agreement, to have the purchasers of each affordable unit deposit in escrow an executed and acknowledged "Affordable Housing Agreement" with the County, a promissory note, 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 22.12.070 and this agreement. The "Affordable Housing 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.

10. Time for performance. Subdivider shall construct, provide, and sell all eight (8) residential units required by this agreement only to persons and families of low or moderate income within three (3) years after the date of execution of this agreement. Time is of the essence in carrying out the terms of this agreement. Provided, however, that in the event good cause is shown, the Planning Director may extend the time for completion and sale of the residential units under this agreement. The Planning Director shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension.

11. Indemnification. The Subdivider 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, expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, 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 omission to act on the part of the Subdivider or of agents, employees, or independent contractors directly responsible to the Subdivider; providing 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 jointly or concurrently by the Subdivider, the Subdivider's agents, employees, or independent contractors and the County, its agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Subdivider to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

12. No assignment without consent. Subdivider shall not have the right to assign or transfer this agreement, or any part hereof, without the prior written consent of the County.

13. Binding on successors in interest. All of the provisions of this agreement shall be deemed an equitable servitude and covenants running with the 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 Subdivider 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.

14. 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.

15. 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.

16. Enforcement of provisions.

(a) In the event of a violation or an attempted violation of any of the terms, covenants, or restrictions of this agreement by Subdivider, the County shall give written notice thereof to Subdivider by United States first class mail.

(b) If such violation or attempted violation is not corrected to the satisfaction of the County within fifteen (15) days after the date such notice is mailed, or within additional time approved by the Planning Director, 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, requesting judicial appointment of a receiver to take over and operate the Project on Subdivider's Property in accordance with the terms, covenants and restrictions of this agreement, seeking specific performance of the terms and provisions of this agreement, or seeking such other relief as may be appropriate.

17. 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.

18. 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 shall be addressed as follows:

To the County: Director of Planning and Building
County of San Luis Obispo
County Government Center, Room 300
San Luis Obispo, California 93408

To the Subdivider: Las Tablas Villas, LLC
Attention: John W. Belsher
3480 South Higuera Street, Suite 130
San Luis Obispo, California 93401

Either party may change such address by providing notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

19. Subdivider not agent of County. Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of County in connection with the performance of Subdivider's obligations under this agreement.

20. 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.

21. Agreement to be recorded. Subdivider 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 construction notice of

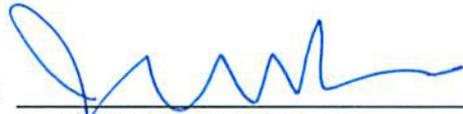
the obligations contained herein to be performed by the Subdivider and the successors in interest to all or any portion of Subdivider=s Property.

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

SUBDIVIDER

LAS TABLAS VILLAS, LLC
a California limited liability company

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

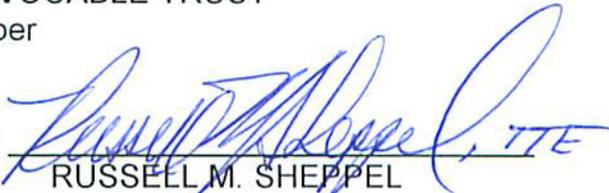
By: 

JOHN W. BELSHER
Managing Member

By: 

RYAN PETETIT
Managing Member

By: RUSSELL M. SHEPPEL 2009
IRREVOCABLE TRUST
Member

By: 

RUSSELL M. SHEPPEL
Trustee

By: 

JOHN W. BELSHER
Member

ACKNOWLEDGMENT

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 San Luis Obispo

On March 28, 2015 before me, Roxanne Herrera, Notary Public
(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 R Herrera (Seal)



ACKNOWLEDGMENT

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 San Luis Obispo

On March 25, 2015 before me, Roxanne Herrera, Notary Public
(insert name and title of the officer)

personally appeared John W. Bulker
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 R Herrera (Seal)



ACKNOWLEDGMENT

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 San Luis obispo

On March 25, 2015 before me, Roxanne Herrera, Notary Public
(insert name and title of the officer)

personally appeared Russell M. Sheppel
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 R Herrera (Seal)



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: 3/6/15 _____

APPROVED AS TO CONTENT:

JAMES A. BERGMAN, AICP
Director of Planning and Building

By:  _____

Dated: 5.8.2015 _____

[NOTE: This Agreement to Provide Housing Units for Persons and Families of Low or Moderate Income will be recorded. All signatures to this agreement must be acknowledged by a notary.]
70plhagr.docx

ACKNOWLEDGMENT

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)
) ss.
COUNTY OF SAN LUIS OBISPO)

On _____, 20____, before me, _____, a Notary Public, in and for the State of California, 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.

Signature _____
Signature of Notary Public

[SEAL]

EXHIBIT A

All of Tract 2549 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.

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: _____

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 - Subdivider Date

Print name and sign - Purchaser Date

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.

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

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 040-280-057

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 November 27, 2013, recorded December 10, 2013, as Document No. 2013-067167, 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 Agreement To Provide Housing Units For Persons And Families Of Low Or Moderate Income entered into between Las Tablas Villas, 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 agreement to provide housing units.

SIGNED AND EXECUTED this 11th day of March, 2015.

BENEFICIARY

PRIVATE CAPITAL GROUP, INC.
As Power of Attorney / Attorney-in-Fact for
ERICH REINHARDT, TRUSTEE ERICH REINHARDT
ADVISORY SERVICES, 401K P/S PLAN

By:  James Petralia, Attorney-in-Fact
James Petralia, Attorney-in-Fact

PRIVATE CAPITAL GROUP, INC.
As Power of Attorney / Attorney-in-Fact for
EUGENE BRYAN COCHETTI, TRUSTEE
OF THE COCHETTI LIVING TRUST, THE
SURVIVORS TRUST A

By: James Petralia Attorney in fact
James Petralia, Attorney-in-Fact

PRIVATE CAPITAL GROUP, INC.
As Power of Attorney / Attorney-in-Fact for
RAY SPEAR, TRUSTEE OF THE VAL'S PLUMBING &
HEATING INC. PROFIT SHARING PLAN & TRUST

By: James Petralia Attorney in fact
James Petralia, Attorney-in-Fact

PRIVATE CAPITAL GROUP, INC.
As Power of Attorney / Attorney-in-Fact for
CAROL A. LINK, TRUSTEE OF THE WILSON
FAMILY TRUST DATED SEPTEMBER 17, 1990

By: James Petralia Attorney in fact
James Petralia, Attorney-in-Fact

PRIVATE CAPITAL GROUP, INC.
As Power of Attorney / Attorney-in-Fact for
SUSAN L. ROGERS, TRUSTEE OF IRA SERVICES
TRUST COMPANY FBO SUSAN L. ROGERS IRA
231083

By: James Petralia Attorney in fact
James Petralia, Attorney-in-Fact

PRIVATE CAPITAL GROUP, INC.
As Power of Attorney / Attorney-in-Fact for
GARY L. NEWSOME, TRUSTEE OF
THE NEWSOME TRUST DTD
SEPTEMBER 3, 1999

By: James Petralia Attorney in fact
James Petralia, Attorney-in-Fact

PRIVATE CAPITAL GROUP, INC.
As Power of Attorney / Attorney-in-Fact for
BARRATT H. ROWLEY, TRUSTEE OF
THE ROWLEY 1998 FAMILY TRUST

By: James Petralia Attorney in fact
James Petralia, Attorney-in-Fact

PRIVATE CAPITAL GROUP, INC.
As Power of Attorney / Attorney-in-Fact for
MARILYNN R. WHITCOMB, TRUSTEE OF
THE WHITCOMB REVOCABLE
LIVING TRUST DTD OCTOBER 28, 2009

By: James Petralia Attorney in fact
James Petralia, Attorney-in-Fact

PRIVATE CAPITAL GROUP, INC.
As Power of Attorney / Attorney-in-Fact for
MICHAEL O'DONOVAN WHITCOMB,
TRUSTEE OF THE WHITCOMB
REVOCABLE LIVING TRUST DTD
OCTOBER 28, 2009

By: James Petralia Attorney in fact
James Petralia, Attorney-in-Fact

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

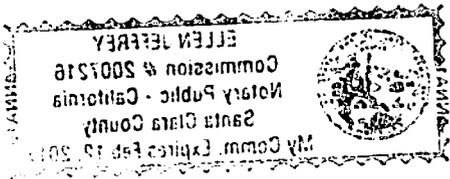
On 3-11-2015 before me, Ellen Jeffrey, a Notary Public, personally appeared JAMES A. PETRALIA who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ 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 Ellen Jeffrey





RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

John W. Belsher
3480 South Higuera Street, Suite 130
San Luis Obispo, CA 93401

APN 040-280-057

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 of the beneficial interest (recorded as Document No. 2014-047457 on November 7, 2014), under that certain Deed of Trust dated November 27, 2013, recorded December 10, 2013, as Document No. 2013-067167, 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 Agreement To Provide Housing Units For Persons And Families Of Low Or Moderate Income entered into between Las Tablas Villas, 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 agreement to provide housing units.

SIGNED AND EXECUTED this 18th day of March, 2015.

BENEFICIARY

PRIVATE CAPITAL GROUP, INC.
As Power of Attorney / Attorney-in-Fact for
DAVID DURHAM, TRUSTEE OF
THE MARTINA DURHAM BYPASS TRUST

By: James Petralia Attorney-in-Fact
James Petralia, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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)SS
COUNTY OF Santa Cruz)

File No:
APN No:

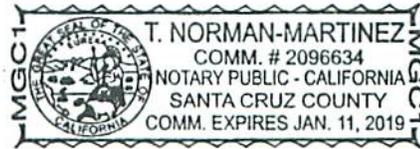
On March 18, 2015 before me, T Norman-Martinez, Notary Public, personally appeared James Petralia--

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 T Norman-Martinez
T Norman-Martinez



This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
 CORPORATE OFFICER(S) TITLE(S)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007