

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF EUREKA
AND CRB and PBB FAMILY PROPERTIES, LLC, CHARLENE LUNDBLADE AS TRUSTEE
OF THE CHARLENE JUNE LUNDBLADE 2010 REVOCABLE TRUST, and FRED H.
LUNDBLADE AS TRUSTEE OF THE FRED H. LUNDBLADE 2009 LIVING TRUST DATED
OCTOBER 28, 2009 AS TENANTS IN COMMON REGARDING THE DEVELOPMENT
KNOWN AS
LUNDBAR HILLS SOUTHWOOD UNIT #6**

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of _____, 2022, by and between the City of Eureka, a political subdivision of the State of California (“City”), and CPB and PBB Family Properties, LLC, Charlene J. Lundblade as Trustee of the Charlene June Lundblade 2010 Revocable Trust, and Fred H. Lundblade as Trustee of the Fred H. Lundblade 2009 Living Trust dated October 28, 2009 as tenants in common (“Landowners”), pursuant to the authority of Article 2.5, Chapter 4, Division 1, Division 7 (§65864 *et seq.*) of the Government Code relating to Development Agreements.

RECITALS

1. To strengthen the public land use planning process, to encourage private participation in that process, to reduce the economic risk of development and to reduce the waste of resources, the Legislature adopted the Development Agreement Statutes (§65864 *et seq.* of the Government Code).
2. This Development Agreement (“Agreement”) relates to the sixth unit of the Lundbar Hills single-family residential subdivision in south Eureka (“Project”). The Project includes 56 single-family residential building lots, as permitted by the City of Eureka General Plan.
3. Landowners have been consistently developing residential lots in Lundbar Hills since its inception in 1965, with the first of more than 200 lots being sold in 1966. After fifty-five years of sequential development, Southwood Unit #6 represents the final hilltop subdivision to be undertaken by the original partners in Lundbar Hills.
4. The parties now desire to enter into this Lundbar Hills Southwood Unit #6 Development Agreement in order to implement and govern the relationship between the City and Landowners in the development of the Project.
5. City, in response to Landowners’ applications, after public hearings and extensive environmental analyses, issued a “will serve” commitment letter on May 5, 2005 and granted the following approvals:
 - a. By Resolution #2007-01, dated January 8, 2007, City certified a Final Mitigated Negative Declaration for the Project; and
 - b. Unit No. 6 Subdivision (SD-03-003); and
 - c. Variance (V-03-013) to allow a reduced lot depth for Lot 170; and
 - d. Conditional use permit (C-06-008) to allow timber harvesting of approximately 12 acres of previously logged land for roadway construction and building site preparation; and
 - e. Lot line adjustment (LLA-03-003) to transfer approximately 4,650 square feet from Unit No. 6 Subdivision; and

- f. Multiple statutory and legislative extensions of the expiration date of the tentative subdivision map; and
 - g. By Ordinance #_____, effective _____, 2022, City authorized entry into this Development Agreement with Landowners (“Adopting Ordinance”).
6. Having duly considered this Agreement and having held all required noticed public hearings, City finds and declares that the provisions of this Agreement are consistent with the City’s General Plan.

NOW THEREFORE, City and Landowners agree as follows:

**ARTICLE ONE
GENERAL PROVISIONS**

Section 1.1 The Project. The Project is the development of fifty-six (56) single family residential building lots as depicted and planned by that certain Vesting Tentative Map conditionally approved by the City Council of Eureka on February 20, 2007. Various statutory and ordinance provisions extended the life of the map until, most recently on December 13, 2021, a final extension was granted by the Planning Commission of the City of Eureka by its Resolution No. 2021-27. The map currently is approved subject to conditions as provided in said Resolution until February 20, 2023.

Section 1.2 The Property. The Property site is located in the southern section of the City of Eureka, adjoining the eastern margin of the Lundblade-Barnum Eureka Municipal Golf Course. The Property site consists of approximately 19.2 generally flat hilltop acres near the existing easterly terminus of Lundblade Drive, a City street. The site bears Humboldt City Assessor’s Parcel Numbers 301-031-039. The Property is more particularly described in Attachment A, which is the Vesting Tentative Map incorporated herein and made a part of this Agreement.

Section 1.3 Term of Agreement. This Agreement shall commence upon the Effective Date and shall continue in force for a term of ten (10) years unless extended or terminated as provided herein.

Section 1.4 Tentative Map Extensions Only By Development Agreement. Pursuant to Section 66452.6 (et seq) of the Government Code, no more statutory or ordinance-based tentative map extensions may occur except as approved by the City within the term of the Development Agreement.

Section 1.5 Assignment and Assumption. Landowners shall have the right to sell, assign, or transfer this Agreement, with all its rights, title and interests therein to any person, firm or business entity at any time during the term of this Agreement. The conditions and covenants set forth in this Agreement and incorporated herein by exhibits shall run with the land and the benefits and burdens shall bind and inure to the heirs, successors and assigns of the parties. Landowners shall provide City with written notice of any assignment or transfer of all or any portion of the Property no later than thirty (30) days after such action, provided such notice requirement shall not apply to a sale of twenty (20) or fewer single family lots to a person or entity in a single transaction. Express written assumption by such purchaser, assignee or transferee, to the satisfaction of the City Attorney, of the obligations and other

terms and conditions of this Agreement with respect to the Property or such portion as is then sold, assigned or transferred, shall relieve Landowners of such obligations so assumed.

Section 1.6 Covenants Running with the Land. Each and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of Landowners contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it.

Section 1.7 Reserved Powers. Nothing in this Agreement shall require, prohibit, or otherwise apply to the exercise of discretion by the City other than as specifically provided for by this Agreement.

Section 1.8 Successors in Interest. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, successors (by merger, consolidation, or otherwise), assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever.

Section 1.9 Mortgages. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion of the Property, after the date of recording this Agreement, including the lien of any deed of trust or mortgage. Nonetheless, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any mortgagee who acquires an interest in the Property, or any portion of the Property. Any such mortgagee shall be released from the obligations under this Agreement, if any, upon transfer of the Property, or the portion of the Property as set forth in Section 1.5 of this Agreement.

Section 1.10 Severability. If any of the provisions contained in this Agreement are determined to be void, invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

Section 1.11 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter of this Agreement.

Section 1.12 Further Actions. Each party shall take such further actions and execute and deliver to the other such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 1.13 Notices. Any notice or communication required hereunder between or among City or Landowners must be in writing, and may be given either personally or by registered or certified mail, return receipt requested to the addressees listed below. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by the addresses designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is

deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any notices or communications shall be given to the parties at their addresses set forth below:

City: City of Eureka
Office of the City Manager
City Hall
531 K Street
Eureka, California 95501

With a
copy to: City of Eureka
Office of Development Services - Planning
City Hall
531 K Street
Eureka, California 95501

And

City of Eureka
Office of the City Attorney
City Hall
531 K Street
Eureka, California 95501

Lundbar
Hills: Lundbar Hills
Post Office Box 1365
Eureka, California 95502-1365

With a
copy to: Jeffrey Slack – Janssen Malloy LLP
730 Fifth Street
Eureka, California 95501

Any party hereto may at any time, by giving written notice to the other party as provided in this section, designate any other address in substitution of the addresses listed above.

Section 1.14 Estoppel Certificate. Within twenty (20) City business days following any written request therefore by any party to this Agreement, the other party shall execute and deliver to the requesting party an executed certificate stating that: (a) this Agreement is unmodified and in full force and effect, or, if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; and (b) there are no current uncured defaults under this Agreement or, if such uncured defaults exist, specifying the dates and nature of any such defaults. Any such certificate requested by Landowners shall be executed by the Director of

Development Services for the City and shall contain City's acknowledgment that the certificate is intended to, and may be, relied upon by lenders, Mortgagees and transferees. Anything herein to the contrary notwithstanding, City may require payment of a fee to cover its costs of processing and preparing such a certificate. Such fee shall not exceed \$100.00 per request.

Section 1.15 Reimbursement for Agreement Expense of City. Landowners agrees to reimburse City for reasonable expenses incurred by City over and above fees paid by Landowners as an applicant and directly relating to negotiating and adopting this Agreement including publishing fees and reasonable staff costs not otherwise included within application fees. Such reimbursement shall be paid within thirty (30) days of presentation from City to Landowners of a written statement of charges.

Section 1.16 Interpretation. This Agreement was fully negotiated between the parties hereto and none of the terms of this Agreement shall be interpreted against any party as the drafter of this Agreement.

ARTICLE TWO DEVELOPMENT OF THE PROPERTY

Section 2.1 Vested Right to Develop the Property. During the term of this Agreement, Landowners shall have a vested right to develop the Project as defined in the Planning Documents in accordance with all applicable rules and regulations. This vested right includes the right to construct: fifty-six (56) single family building lots. The configuration of the said building lots is depicted in certain Planning Documents. The term "Planning Documents" means, and shall be limited to, the General Plan provisions applicable to this Project, the Vesting Tentative Map for this Project, the Mitigated Negative Declaration approved for this Project, including all conditions and mitigation measures, the terms of the December 13, 2021 Resolution No. 2021-27 of the Planning Commission of the City of Eureka, the Zoning Code, the Humboldt Low Impact Development Stormwater Manual, and this Agreement and such amendments to this Agreement as may, from time to time, be approved pursuant to Section 5.1.

Section 2.2 Phasing of Development. Development of the Project is expected to occur over the course of ten (10) years. Landowners agree to complete, within five years of the date of this Agreement, to the satisfaction of the City, pursuant to the original conditions of approval, the following:

1. An engineered Grading and Drainage plan for both on-site and off-site improvements. The engineered grading and drainage plan shall be reviewed and approved by the City Engineer. (*see* Condition 9); and
2. An Engineered Improvement Plan. The Engineered Improvement Plan shall be reviewed and approved by the City Engineer. The plan shall include, at a minimum, sidewalks, curbs, pavements, signs, water, sewer, drainage improvements, and ADA requirements (*see* Condition 10); and
3. A Phasing Plan Map, subject to City approval, that indicates the timeline and order of subdivision improvements as it relates to the recordation of the Final Map and lot development. The Phasing Plan Map shall be reviewed and approved by the City Engineer (*see* Condition 11); and
4. A Subdivision Improvements Agreement. The Subdivision Improvements Agreement shall be reviewed and approved by the City Engineer (*see* Condition 16).

Aside from the completion of the above-enumerated conditions within five years of the date of this Agreement, Landowners shall have the right to determine the timing and phasing of development of the Project during the term of this Agreement, provided that all infrastructure necessary to serve the Project, or that portion or phase of the Project being developed, is in place prior to the occupancy of that portion or phase of the Project. Landowners shall also have the right to determine the number of single-family residential building lots to be constructed at any time interval of its choosing within the term hereof. The City shall not restrict or limit the number of single-family residential building lots that may be constructed by Landowners in any particular year.

Section 2.3 Permitted Uses and Development. The permitted uses, the density and intensity of use, and the transfer of such density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land (or payment of fees in lieu of dedication) for public purposes, the construction, installation and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in this Agreement, the Planning Documents and all applicable rules and regulations. Notwithstanding the foregoing limitation, should Landowners request an amendment to the General Plan the City may apply current regulations in effect at the time the application for amendment is deemed complete to the extent that the current regulations relate to the requested amendment.

Section 2.4 Applicable Rules and Regulations. All applicable rules and regulations shall apply to the development of the Property during the term of this Development Agreement.

Section 2.4.1 State and Federal Laws. As provided in Government Code §65869.5, and notwithstanding any other provisions of this Agreement, this Agreement shall not preclude the application to the Property of changes in City ordinances, regulations, plans or policies to the extent that such changes in the City ordinances, regulations, plans or policies are specifically mandated and required to be applied to the Property by changes in state or federal laws or regulations enacted after the Effective Date of this Agreement. If changes in state or federal laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. The rights of Landowners under this Agreement shall not be otherwise affected by such modification or suspension.

Section 2.4.2 Health and Safety. Nothing in this Agreement shall prevent City from enacting ordinances, resolutions, rules, regulations or policies necessary to protect the citizens of the City from an immediate adverse risk to health or safety. Landowners shall be subject to any such ordinances, resolutions, rules, regulations or policies.

Section 2.4.3 Application, Processing and Inspection Fees. Subject to Section 2.6 below, the Parties acknowledge that fees applicable to this Project may be revised pursuant to the City's published fee schedule upward or downward. In the event applicable fees are decreased pursuant to City's published fee schedule, Landowners shall receive the benefit of such lower fees, and shall otherwise pay all such fees to the extent such fees are uniformly applied to all developments within the City.

Section 2.5 Referenda and Moratoria. Except as otherwise provided by the terms and conditions of this Agreement, or the Planning Documents, no ordinance, resolution, rule, minute order, regulation or policy of the City shall be applied, imposed or enacted by the City which in any way relates to the rate, timing or sequencing of the development or use of the Property, or any improvements related thereto, including any no-growth or slow-growth moratoriums or annual development allocations, quotas or limitations, or in any way conflicts with the permitted uses, density and intensity of uses, maximum building height and size set forth in the Planning Documents, provided, however, that Landowners shall be subject to any such growth limitation ordinance, resolution, rule, minute order, regulation or policy which is adopted on a uniformly applied, City-wide basis and directly concerns a public health or safety issue, as set forth in Section 2.4.2, in which case the City shall treat Landowners in a uniform, equitable and proportionate manner with all properties which are zoned consistent with Landowners' parcels then existing zoning. Pursuant to Government Code §65867.5, City enactment of this Agreement and any modifications thereto, and any other legislative approvals of the Project are subject to any referendum brought within the applicable statute of limitations.

Section 2.6 Development Fees. Landowners shall not have an obligation to pay, contribute, or otherwise provide as a condition or exaction of any subsequent approval by the City for the development of the Property, any new or increased development or impact fees imposed by the City after the Effective Date of this Agreement, excepting therefrom traffic impact fees and third-party agency fees that may be assessed against the Project. City makes no representations as to such third-party fees. Parties acknowledged that water and sewer connection and impact fees shall be set as of the Effective Date of this Agreement and remain set for a period of ten (10) years.

Section 2.7 Lundbar Hills Park. Within one year of the Effective Date of this Agreement, Landowners shall coordinate with Community Services on naming and adding signage to the Lundbar Hills Park, to the satisfaction of the Director of Community Services.

ARTICLE THREE IMPLEMENTATION OF THE DEVELOPMENT AGREEMENT

Section 3.1 City Processing.

- a. City Processing. City shall permit the uses on the Property that are permitted by the Planning Documents. City agrees that all applications for City approval shall be reviewed and acted upon within a reasonable period of time.
- b. Duty to Grant and Implement. City's obligation to grant and implement City approval of the uses on the Property permitted by the Planning Documents shall not infringe upon the City's right to withhold such City approvals for failure to conform to any of the Planning Documents, including all applicable rules and regulations. If City rejects an application for a City approval, it shall provide, in good faith, a specific list of reasons why the application was rejected along with a description of specific and reasonable measures to correct each basis for rejection. If Landowners resubmit their application incorporating all the measures to correct, the City shall deem the application as complete.

Section 3.2 Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Landowners with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code §65865.1. Said review shall be completed within sixty (60) days of submittal to the Director of Development Services, unless said period is extended by mutual consent of the City and Landowners. Failure to complete this review within the prescribed period shall be deemed a finding of good faith substantial compliance. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. A finding by the City of good faith compliance by Landowners with the terms of the Agreement shall conclusively determine said issue up to and including the date of the review.

The City shall deposit in the mail to Landowners a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least ten (10) calendar days prior to such periodic review. Landowners shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the Director of Development Services. A determination by the Director of Development Services may be appealed to the Planning Commission and then to the City Council in accordance with any rules adopted by the Council to implement appeals of the decision of the Director of Development Services.

Section 3.3 Default/Withholding of Building Permit. If Landowners are in default of the terms and conditions of this Agreement as determined in Section 4.1 of this Agreement, the City may withhold building permits for the Project.

ARTICLE FOUR DEFAULT AND REMEDIES FOR DEFAULT

Section 4.1 Default. No party shall be in default under this Agreement unless it has failed to perform under the Agreement for a period of thirty (30) days after written notice from the other party of an event of default. The notice of an event of default shall specify in detail the nature of the alleged default and the manner in which the default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed to satisfy such requirement. Evidence of default may also arise in the course of periodic review as set forth in Section 3.1.

Section 4.2 Remedies. After the expiration of the thirty (30) day period (or longer, as applicable), the party alleging default, at its option, may institute legal proceedings under this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 or may pursue such other administrative remedies as may be appropriate. Following notice of intent to terminate, the matter shall be scheduled for a public hearing before the City Council of Eureka to review and consider the matter within 30 days. Following consideration of the evidence presented in the review, if no resolution is reached, the party alleging the default may give written notice of termination of this Agreement.

Section 4.3 Specific Performance. The parties acknowledge that monetary damages and remedies at law generally are inadequate and that specific performance is an appropriate remedy for the enforcement of this Agreement and should be available to all parties for the following reasons:

- a. Due to the size, nature and scope of the Project, it will not be practical, or possible, to restore the Property to its pre-existing condition once implementation of this Agreement has begun. After such implementation, Landowners may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Landowners have invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement and it will not be possible to determine the sum of money that would adequately compensate Landowners for such efforts. By the same token, City will have invested substantial time and resources and will have permitted irremediable changes to the land and increased demands on the surrounding infrastructure and will have committed, and will continue to commit to development in reliance upon the commitment to provide infrastructure and related improvements and other Exactions to meet the needs of the proposed development and to mitigate its reliance upon the terms of this Agreement, and it would not be possible to determine a sum of money which would adequately compensate City for such undertakings.
- b. The use of the Property for the purposes and uses described in the Existing Approvals is unique.

Section 4.4 Cumulative Remedies. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for damages, declaratory relief, specific performance, injunctive relief, and relief in the nature of mandamus. All of the remedies described above shall be cumulative and not exclusive of one another, and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

Section 4.5 No Joint Venture or Partnership. City and Landowners agree that no joint venture or partnership exists between them and agree that nothing contained in this Agreement or in any document executed in connection herewith shall be construed as making City and Landowners joint venturers or partners.

Section 4.6 Litigation Expenses. If the City or Landowners brings an action or proceeding (including, with limitation, any cross-complaint, counterclaim, or third-party claim) against another party arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including reasonable attorneys' fees.

Section 4.7 Venue. Venue for all legal proceedings shall be in the Superior Court for the County of Humboldt.

Section 4.8 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 4.9 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government or litigation. An extension of time for such cause, including an extension of the term of this Agreement, may be granted in writing by City for the period of the enforced delay or longer, or as may be mutually agreed upon, in conformance with any applicable laws.

ARTICLE FIVE AMENDMENT

Section 5.1 Amendment by Agreement. This Agreement may be amended in writing from time to time by mutual consent of the parties or their successors in interest in accordance with Government Code Section 65868, provided that, where by the nature of the proposed amendment, the rights, obligations or duties of only one of the parties (or one or more of its successors in interest) is affected, then the Agreement may be amended in writing solely by the mutual Agreement of the City Council on behalf of the City and the affected party or successor(s).

ARTICLE SIX TERMINATION

Section 6.1 Termination Upon Completion of Development. This Agreement shall terminate upon the expiration of the term or when the Property has been fully developed and all of Landowners' obligations in connection therewith are satisfied as determined by the City, whichever occurs first. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force or effect as to any single-family residence, and the lot or parcel upon which such residence is located, when it has been approved the City for occupancy.

Section 6.2 Effects Upon Termination on Landowners' Obligations. Termination of this Agreement as to Landowners shall not affect any of Landowners' obligations to comply with the City General Plan and the terms of any conditions of any applicable zoning, or subdivision map or other land use entitlements approved with respect to the Property.

Section 6.3 Effects Upon Termination on City. Upon any termination of this Agreement as to Landowner, the conditions of this Agreement shall no longer be vested with respect to the Property affected by such termination (provided vesting of such entitlements, conditions or fees may then be established for such Property pursuant to the then existing planning and zoning law) and the City shall no longer be limited, by this Agreement, to make any changes or modifications to such entitlements, conditions or fees applicable to such property.

[signatures on next page]

IN WITNESS WHEREOF, Landowners and the City have executed this Agreement as of the date first herein above written.

FOR: CITY OF EUREKA

By: _____
Kim Bergel, City Mayor

Date: _____

By: _____
Miles Slattery, City Manager

Approved as to form and content:

Attest:

By: _____
Autumn E. Luna, City Attorney

By: _____
Pamela J. Powell,
Assistant City Manager/City Clerk

FOR: LANDOWNERS

By: _____
William F. Barnum, Managing Member
CRB and PBB Family Properties, LLC
Tenant in Common

Date: _____

By: _____
Charlene J. Lundblade as Trustee of
The Charlene June Lundblade Revocable Trust of 2010
Tenant in Common

By: _____
Fred H. Lundblade, Jr. as Trustee of
The Fred H. Lundblade 2009 Living Trust
Tenant in Common