



PROGRAM GUIDELINES

Approved on March 23, 2010, via Redevelopment Agency Resolution No. R-04502

Revised on June 17, 2010

Storefront Improvement Program for Redevelopment Project Areas

The “Storefront Improvement Program for Redevelopment Project Areas” [Program] was created by the Redevelopment Agency of the City of San Diego [Agency] as part of an overall redevelopment effort to improve the quality of life within the redevelopment project areas managed by the City Redevelopment Department. The Program is designed to assist property and business owners [Participants] with rehabilitating the commercial storefronts of their properties for the purpose of creating a positive visual impact, stimulating private investment, and complementing other community revitalization efforts [Projects]. Participants are eligible to receive financial assistance in the form of a loan, forgivable over a five (5) year period, for eligible projects upon the completion of their respective Project. In addition, Participants are eligible for up to ten (10) hours of design/architectural assistance at no charge to help with planning and designing their Projects.

The Program is managed and administered by the City of San Diego [City] on behalf of the Agency and operates in coordination with the City of San Diego Storefront Improvement Program [SIP] which is administered by the City’s Office of Small Business. As such, the City is the Agency’s designee for purposes of performing all actions necessary to manage and administer the Program and to implement these Program Guidelines, and shall be referred to herein as the Program Manager.

These Program Guidelines represent the intent of the Agency to implement a commercial storefront improvement loan program within those redevelopment project areas managed by the

City Redevelopment Department that establish, or have established, a funded Program within said project areas. These Program Guidelines may be amended from time to time by the Agency's Executive Director or his/her designee in order to accommodate new or changing laws or policies and procedures of the Agency applicable to the Program. Please contact the Program Manager for the most current Program Guidelines.

1. ELIGIBILITY CRITERIA

(A) ELIGIBLE PARTICIPANTS

Property owners and tenants who own properties and/or businesses with ground floor storefronts located within one of the redevelopment project areas managed by the City Redevelopment Department that has a funded Program are eligible to apply for the Program. To be eligible, a business owner who is leasing space must have a current lease with a minimum of five (5) years remaining from the date of application. In addition, the business owner must obtain the written approval from the property owner to participate in the Program, to proceed with the improvements, and to record against the subject property a Memorandum of Lien in the records of the County Recorder for San Diego County. All Participants must possess a valid City of San Diego Business Tax Certificate.

(B) ELIGIBLE PROPERTIES/PROJECTS

To be eligible, properties must be located within one of the redevelopment project areas [Project Areas] managed by the City Redevelopment Department that has a funded Program within said Project Area. The Project Areas are depicted on the map attached hereto as Exhibit "A."

The Agency or its designee will review the applications and select Projects that would provide a public benefit to the residents and businesses of the Project Areas. The Agency or its designee will consider the following factors in determining the Project's eligibility:

- Need for improvements (substandard condition of the building/storefront).
- Location of the storefront(s) to be improved.
- Potential revitalization effects in the community.
- Consistency with the goals of the City, the Redevelopment Plans and Implementation Plans for the Project Areas, and any applicable community plans.

The following types of projects are specifically excluded from the Program:

- New construction.
- National franchises.
- Properties owned or occupied by the Government or other public agency.

- Properties used entirely for residential purposes.
- Large office buildings in excess of 80,000 square feet.
- Churches and other religious institutions.

Properties that have received loans or other financial assistance from the City’s Storefront Improvement Program or from the Agency’s Storefront Improvement Program for Redevelopment Project Areas are not eligible to participate in the program for a period of five (5) years from the date of receipt of the last loan or other financial assistance.

(C) ELIGIBLE IMPROVEMENTS

Improvements that contribute to the visual enhancement of a subject property as viewed from the public right-of-way are eligible. Improvements must be comprehensive and incorporate enhancements/additions to several components of the existing storefront. Examples of eligible improvements include painting, lighting, windows, doors, stucco, tile, signage, canopies, awnings, and restoration of historic properties.

Ineligible improvements include roofs, non-permanent fixtures (items that are not affixed or fastened to real estate), security systems, personal property, interior window coverings, equipment, any improvements not visible from the public right-of-way, and any improvements deemed to be inconsistent with Redevelopment purposes and objectives.

2. PROGRAM BENEFITS

(A) DESIGN/ARCHITECTURAL ASSISTANCE

Participants may receive up to ten (10) hours of design/architectural assistance at no charge. Program architects and designers are under contract with the Agency and/or the City to provide design/architectural assistance, and will be assigned to a Project upon request by a Participant. If Participant requires design/architectural assistance in excess of the Program provided assistance, it is the Participant’s responsibility to arrange and pay for such additional services.

Design/architectural assistance through this Program is separate and independent from the review and recommendations that may be required for historical resources by the City of San Diego Historical Resources Board or its assistance subcommittee.

(B) LOAN – FORGIVABLE OVER FIVE (5) YEARS

The Program provides Participants the opportunity to receive a loan in an amount up to the maximum allowable amounts stated herein, forgivable over a five (5) year period, for eligible improvements upon the completion of their storefront renovation Project as described below. **All forgivable loans are based on a formula whereby Participants may receive a loan of two**

dollars (\$2.00) for every three dollars (\$3.00) spent on the Project up to the appropriate maximum amounts listed below. For example, a standard (up to two units) non-historic storefront Participant located within a Project Area who spends thirty thousand (\$30,000) for approved costs on a Project is eligible to receive a loan in an amount up to twenty thousand dollars (\$20,000).

*Storefront Improvement Program for Redevelopment Project Areas
Maximum Forgivable Loan Limits:*

	Standard Storefront (up to two units)	Multiple Storefronts (three or more units)
Non-Historic	Up to \$20,000	Up to \$40,000
Historic	Up to \$30,000	Up to \$50,000

Historic Property Incentive

As shown in the chart above, a historic property may be eligible to receive an additional loan in an amount up to ten thousand dollars (\$10,000) toward a Project resulting in a total forgivable loan in an amount up to thirty thousand dollars (\$30,000) for a standard (up to two units) storefront and up to fifty thousand dollars (\$50,000) for multiple storefronts (three or more units), provided the total loan amount is no greater than two thirds (2/3) of the total Project costs. To be eligible for the historic property incentive, the subject property must be designated as a historic structure or classified as a contributing structure to a designated historic district by the City of San Diego Historical Resources Board. All exterior changes to historic properties must meet the Secretary of the Interior Standards for Rehabilitation.

Rehabilitation to historical properties is subject to the historical resources regulations set forth in the San Diego Municipal Code. As such, additional review and/or approvals (including without limitation environmental review) may be required independent of this Program.

Terms of Forgivable Loan

In accordance with these Guidelines, the Program may provide up to two thirds (2/3) of the total Project costs in the form of a loan, forgivable over a five (5) year period, for rehabilitation purposes upon the completion of the storefront renovation Project. Thus, a Participant shall finance the improvement work during construction and, upon issuance of a loan, shall ultimately be responsible for not less than one third (1/3) of the total Project costs.

The Participant will have the option of submitting two interim disbursement requests prior to completion of all the improvement work, provided, however, that any two interim disbursement requests cannot total more than 90% of the loan. As part of any disbursement request, whether interim or final, Participant will be required to submit proof of payment made, photographic evidence that corresponding improvements have been completed, and such other documents as set forth herein or as requested by the Program Manager. Upon

submittal of such documents and acceptance of the same by the Program Manager, the Participant will be disbursed an amount equal to two thirds of the amount expended according to the documentation. Upon completion of the entirety of the improvement work the Participant will be required to submit proof of payments made, photographic evidence that all improvements have been completed, and such other documents as set forth herein or as requested by the Program Manager. Upon submittal of such documents and acceptance of the same by the Program Manager, the Participant will be disbursed an amount equal to two thirds of the amount expended pursuant to the documentation, with such amount not to exceed the amount of the forgivable loan when aggregated with any earlier disbursement(s).

Any forgivable loan, or part of such loan, to be disbursed pursuant to this Program shall be approved only if the improvement work has been completed in accordance with the Program requirements, has been accepted by the Program Manager, and payments for said work have been made to contractors, materials suppliers, vendors, and third parties by Participant. Participant shall submit to the Program Manager itemized invoices detailing the work completed and materials purchased and the payment of prevailing wages. Such invoices shall include proof of payment to all contractors, suppliers, vendors, and third parties. Participant is responsible for all payments to all contractors, materials suppliers, vendors, and third parties.

Any disbursements made pursuant to this Program constitute loans made to the Participants. However, said loans will be forgiven provided that the Participant maintains the improvements in good condition at the level of quality achieved by the rehabilitation and continues to own if the property owner or to occupy if a business owner, as the case may be, the rehabilitated property for a period of five (5) years from the date of receipt of the loan without removing or significantly altering the storefront improvements, as determined by the Program Manager in his/her sole discretion. The total amount of the loan will be forgiven in twenty percent (20%) increments on an annual basis such that at the end of the five (5) year period, the entire loan amount will be deemed forgiven and the loan balance will be zero. If Participant fails to maintain the improvements in good condition at the level of quality achieved by the rehabilitation or sells the property if the property owner or fails to occupy the property if a business owner, as the case may be, at any time prior to the end of the fifth (5th) year, the remaining prorated share of the loan shall become due and payable to the Agency within thirty (30) calendar days. However, where Participant sells the property if the property owner or fails to occupy the property if a business owner, the loan may continue to be forgiven and may not become due and payable if the succeeding property owner or business owner, as the case may be, agrees in writing, in a form approved by the Program Manager, to assume the obligations, conditions and terms set forth in the Memorandum of Lien Affecting Real Property referenced in Section 3(B) below, including without limitation agreeing to maintain the improvements in good condition at the level of quality achieved by the rehabilitation and to not make any changes to the Property resulting in the removal or a significant alteration to the storefront improvements, as determined by the Program Manager in his/her sole discretion, for a period of five (5) years from the date of the original Participant's receipt of the loan.

If Participant is the record owner of the property to whom the loan is made, Participant as record owner of the property shall be fully responsible and liable to the Agency for repayment of all or any portion of the loan due and payable to the Agency. If Participant is a business owner occupying the property, Participant and the record owner of the property shall be fully responsible and jointly and severally liable to the Agency for repayment of all or any portion of the loan due and payable to the Agency.

Loan forgiveness may result in tax consequences to Participant. Participant is encouraged to consult with a tax advisor before participating in the Program.

3. GENERAL CONDITIONS

(A) DEPOSIT

Each Participant is required to provide a two hundred fifty dollar (\$250) deposit along with a completed application to the Program Manager. If the Participant completes the Project in accordance with these Program Guidelines, as determined by the Program Manager, the deposit will be refunded. If the Participant does not complete the Project in accordance with these Program Guidelines, the deposit is forfeited and will be used by the Program Manager to defray the administrative costs associated with processing the application.

(B) EXECUTION OF A MEMORANDUM OF LIEN AFFECTING REAL PROPERTY

Once the Project is accepted by the Program Manager and prior to any loan disbursement being made under the Program, Participant is required to enter into and execute a Memorandum of Lien Affecting Real Property [Memorandum of Lien] with the Agency or the Program Manager and agree to the recordation of the Memorandum of Lien against the subject property in the records of the County Recorder for San Diego County. If Participant is a business owner and not the record owner of the subject property, the record owner of the subject property shall provide his/her/its written approval for Participant to participate in the Program and proceed with the improvements to the property pursuant to the Program, and for the recordation against the property of the Memorandum of Lien in the records of the County Recorder of San Diego County.

The Memorandum of Lien evidences the loan amount and the terms, conditions and requirements for participation in the Program. The Memorandum of Lien shall be in a form mutually agreed upon by the Agency or the Program Manager and Participant consistent with these Program Guidelines and substantially in the form as the Memorandum of Lien attached hereto as Exhibit "B". The Memorandum of Lien shall be recorded against the subject property.

(C) PREVAILING WAGE REQUIREMENT

Each Participant of the Program acknowledges and agrees that the improvements to be constructed with the proceeds of a loan provided by the Agency pursuant to this Program do constitute the construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under California Labor Code Section 1720 et seq. Each Participant shall require all contractors to pay prevailing wages and shall require written confirmation from all contractors that prevailing wages were paid. Each Participant shall comply with all requirements of the Department of Industrial Relations in accordance with the California Labor Code, and all other applicable federal, state and local laws and regulations pertaining to labor standards and the payment of prevailing wages. Each Participant shall: (i) require its contractors and subcontractors to submit certified copies of payroll records; (ii) maintain complete copies of such certified payroll records; and (iii) make such records available to the Agency, the City, or their designees for inspection and copying during regular business hours.

Inquiries on prevailing wage requirements and compliance may be directed to the City's Labor Compliance Program at (619) 235-5785. Additional information is also available at www.sandiego.gov/eoc/laborcompliance/index.shtml.

The latest state prevailing wage determinations by the director of the California Department of Industrial Relations may be accessed at www.dir.ca.gov/dlsr/dprevagedetermination.htm.

(D) INSURANCE REQUIREMENTS

During the entire period in which work on the Project is performed and until Project completion, Participant shall obtain and maintain in effect for said period the following insurance policies: (i) Comprehensive General Liability Insurance in a general aggregate amount of not less than Five Hundred Thousand Dollars (\$500,000); and (ii) Worker's Compensation Insurance, as required by the laws of the State of California, in an aggregate amount of not less than one million dollars (\$1,000,000). If Commercial General Liability insurance or other form of insurance with a general aggregate limit is used, then either the general aggregate limit of not less than Five Hundred Thousand Dollars (\$500,000) shall apply separately to the Project or the general aggregate limit shall be not less than twice the required occurrence limit. Participant shall name the City and the Agency as additional insureds on its Comprehensive General Liability Insurance coverage.

The above insurance requirements may be waived as to the Participant if the Participant retains a general contractor who will be responsible for the entirety of the rehabilitation program and such general contractor obtains and maintains insurance as set forth above.

(E) FUNDS AVAILABILITY

Funds are limited. Therefore, participation of any Project in the Program is subject to the availability of funds. Submission of an application does not constitute a guarantee of funding. This Program may be modified or discontinued without prior notice.

(F) PROJECT MANAGEMENT

All Participants shall be fully responsible for managing the construction of their respective Projects including, without limitation, obtaining bids, selecting a licensed contractor(s), obtaining all necessary approvals, permits, and insurances, overseeing work of contractors, ensuring compliance with the payment of prevailing wage, and paying all invoices for the work, materials, and supplies.

City seeks to promote employment and business opportunities for local residents and firms in all City programs. Participants shall, to the extent legally possible, solicit bids and proposals for contracts, materials, and supplies for their respective Projects from local businesses. Participants shall hire qualified local residents and firms whenever possible.

(G) PROPERTY MUST BE FREE OF CODE VIOLATIONS

The subject property must have no outstanding or pending code violations, or any such code violations shall be addressed and fully corrected as part of the Project.

(H) COMPLETION OF PROJECT

Projects shall be completed within one (1) year from the effective date of the Memorandum of Lien entered into by and between the Participant and the Agency or the Program Manager.

(I) OBLIGATION TO REFRAIN FROM DISCRIMINATION

Each Participant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, ancestry, sexual orientation, marital status, color, creed, age or disability in the solicitation, selection, hiring, or treatment of any contractors or consultants to participate in subcontracting/subconsulting opportunities. This language shall be incorporated into all contracts between a Participant and each of its contractors, consultants, subcontractors, subconsultants, vendors and suppliers.

Each Participant shall agree for itself, its successors and its assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of their real property, nor shall the transferee

itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of their real property.

4. PROGRAM STEPS

STEP 1: Application/Deposit

- The Agency and the Program Manager reviews completed application package for Project and Participant eligibility, location, and conformance to Redevelopment objectives.
- The Program Manager verifies with the City of San Diego whether there are any outstanding or pending code enforcement actions involving the subject property.
- Participant is notified by the Program Manager on whether or not the Project and Participant are determined eligible.
- Participant shall submit a \$250 deposit to the Program Manager.

STEP 2: Conceptual Design/Architectural Assistance

If design/architectural assistance is requested:

- An architect will be assigned to assist the Project.
- Participant, the Program Manager and the architect will meet to discuss design and architecture of the Project.
- The Program provides up to 10 hours of conceptual design/architectural assistance to Participant at no charge. Such assistance results only in a single color conceptual design, in compliance with general City zoning standards, and which is within the Participant's stated project budget. Any additional design/architectural assistance in excess of 10 hours is the responsibility of the Participant.
- Participant submits design/architecture of the Project to the Program Manager for acceptance.

If Participant provides his/her/its own architect:

- Complete design/architecture of the Project with Participant's own architect.
- Participant submits design/architecture of the Project to the Program Manager for acceptance.

STEP 3: Bids, Insurance, Approvals, and Permits

- Participant shall obtain at least two (2) written bids from qualified, licensed contractors to perform the improvements of the Project, which include the payment of "prevailing wage" as defined by State law, shall award the bid, and shall

provide information on the awarding bid and the rejected bid to the Program Manager.

- Participant shall obtain and submit, or cause to be obtained and submitted, to the Program Manager certificates of all required insurance policies naming the City of San Diego, the Redevelopment Agency of the City of San Diego, and their respective officials, officers, employees, agents, contractors, and agents as additional insureds.
- Participant shall provide to the Program Manager any required permits and approvals.

STEP 4: Execution of Memorandum of Lien

- The Agency or Program Manager and Participant shall execute a Memorandum of Lien.
- Participant shall provide Exhibit “A” to the Memorandum of Lien, a legal description of the subject property, and Exhibit “B” to the Memorandum of Lien, Certification of Ownership/Consent to Program, Improvements, and Recordation of Memorandum of Lien.

STEP 5: Notice to Proceed

- The Program Manager shall issue a Notice to Proceed to Participant upon receipt of all requested documentation.
- Receipt of the Notice to Proceed is Participant’s authorization to begin construction. Please note all appropriate City of San Diego permits including, without limitation, building permits and other approvals must be obtained by Participant prior to commencement of construction.
- Participant shall not commence work on the Project until receipt of the Notice to Proceed. The issuance of a Notice to Proceed shall not in any way reduce or eliminate Participant’s obligation or liability to obtain all appropriate City of San Diego permits or other agency approvals required for the Project.

STEP 6: Construction

- Participant hires a contractor and all contractual obligations regarding the improvement work for the Project are between Participant and contractor. The Agency, the City, or their designees do not have any contractual relationship with the contractor. The City and the Agency will not assume liability for any agreement between the Participant and any contractor. All contractors must be licensed in the State of California.
- Participant shall comply with all requirements of the Department of Industrial Relations in accordance with the California Labor Code, and all other applicable federal, state and local laws and regulations pertaining to labor standards and the payment of prevailing wages.

- Participant is solely responsible for scheduling and monitoring the construction of all improvements of the Project.
- Participant has one (1) year to complete construction of the Project from the effective date of the Memorandum of Lien entered into by and between Participant and the Agency or the Program Manager.
- Participant is solely responsible for making all payments to the contractor, suppliers, vendors, and third parties and is solely responsible for ensuring that all contractors, subcontractors, material suppliers, vendors, and third parties are paid in full.
- Participant is solely responsible for ensuring that all work performed on the Project is done properly and satisfactorily.

STEP 7: Loan

- If Participant elects to request disbursement of portions of the loan during construction, Participant shall notify the Program Manager and prepare all documents required for disbursement. Participant shall submit the following to the Program Manager for review and approval before funds are disbursed:
 - Cover letter describing the status of the Project and requesting disbursement of a portion of the loan in a specific amount within the maximum allowable limits.
 - All contractor invoices detailing the specific tasks completed in accordance with the accepted Project and the payment of prevailing wages.
 - Proof of Participant's payment of all contractor invoices, including payment of invoices from subcontractors, material suppliers, vendors, and third parties.
 - Additional back-up material requested by the Program Manager, including proof of payment of prevailing wages.
 - Two 8" x 10" color photos taken of the Project in progress.
- Upon completion of the Project, Participant shall submit the following to the Program Manager:
 - Cover letter indicating the Project is completed, providing the total Project costs, and requesting a loan, or the remaining portion thereof not yet disbursed, in a specific amount within the maximum allowable limits.
 - All contractor invoices detailing the specific tasks completed in accordance with the accepted Project and the payment of prevailing wages.
 - Proof of Participant's payment of all contractor invoices, including payment of any invoices from subcontractors, material suppliers, vendors, and third parties.
 - Unconditional lien releases.
 - Any additional back up material requested by the Program Manager, including proof of payment of prevailing wages.
 - Two 8" x 10" color photos taken of the completed Project.

The Program Manager shall review the documents and, if approved, process the request for disbursement to Participant in accordance with these Program Guidelines.

A check shall be issued for the approved amount to Participant for each approved request for disbursement of the loan.

FOR MORE INFORMATION

For more information or to request an application, please contact:

Storefront Improvement Program for Redevelopment Project Areas
Program Manager
City of San Diego
1200 Third Avenue, Suite 1400, MS 56D
San Diego, CA 92101
Telephone: (619) 236-6460
Facsimile: (619) 533-3219





PLEASE NOTE: Even if your property is not located within the boundaries of one of the redevelopment project areas managed by the City Redevelopment Department (as depicted on the map attached hereto as Exhibit "A"), you may still be eligible to participate in the City of San Diego's Storefront Improvement Program, rather than this Storefront Improvement Program for Redevelopment Project Areas. Please contact the City of San Diego's Office of Small Business at (619) 236-6460, for additional information.

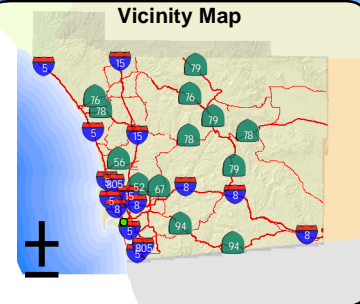
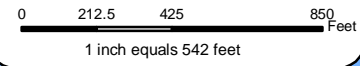
EXHIBIT "A"

MAP

REDEVELOPMENT PROJECT AREAS
MANAGED BY THE CITY REDEVELOPMENT DEPARTMENT

Barrio Logan Redevelopment Area

-  FREEWAY
-  HIGHWAY
-  Roads
-  BARRIO LOGAN



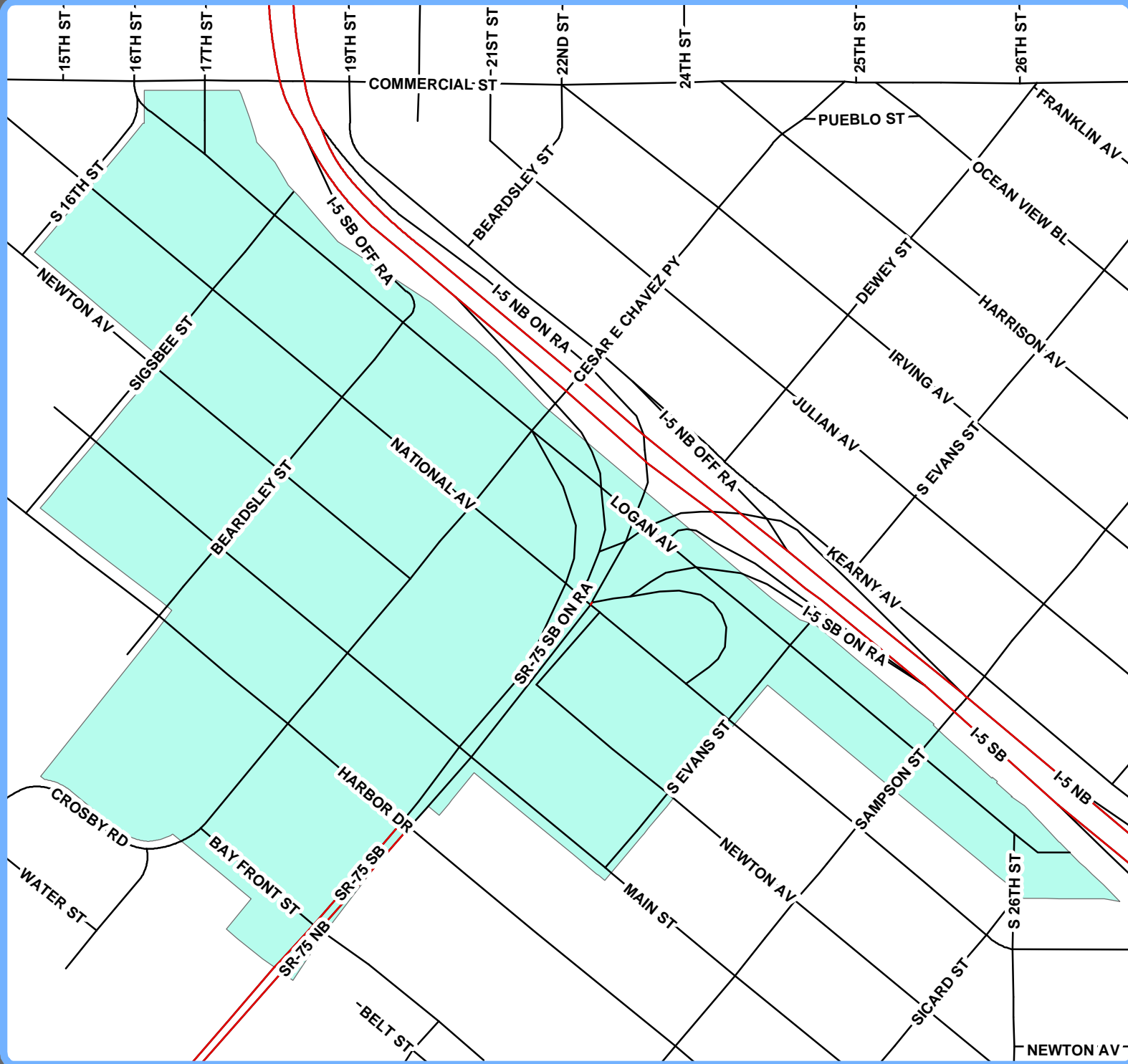
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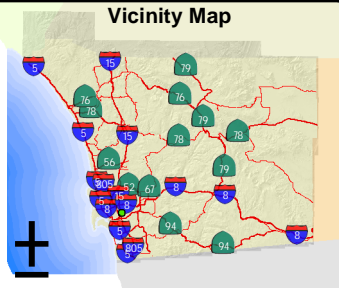
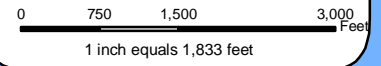
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Plot Date: 06/30/08



City Heights Redevelopment Area

-  FREEWAY
-  HIGHWAY
-  Roads
-  CITY HEIGHTS

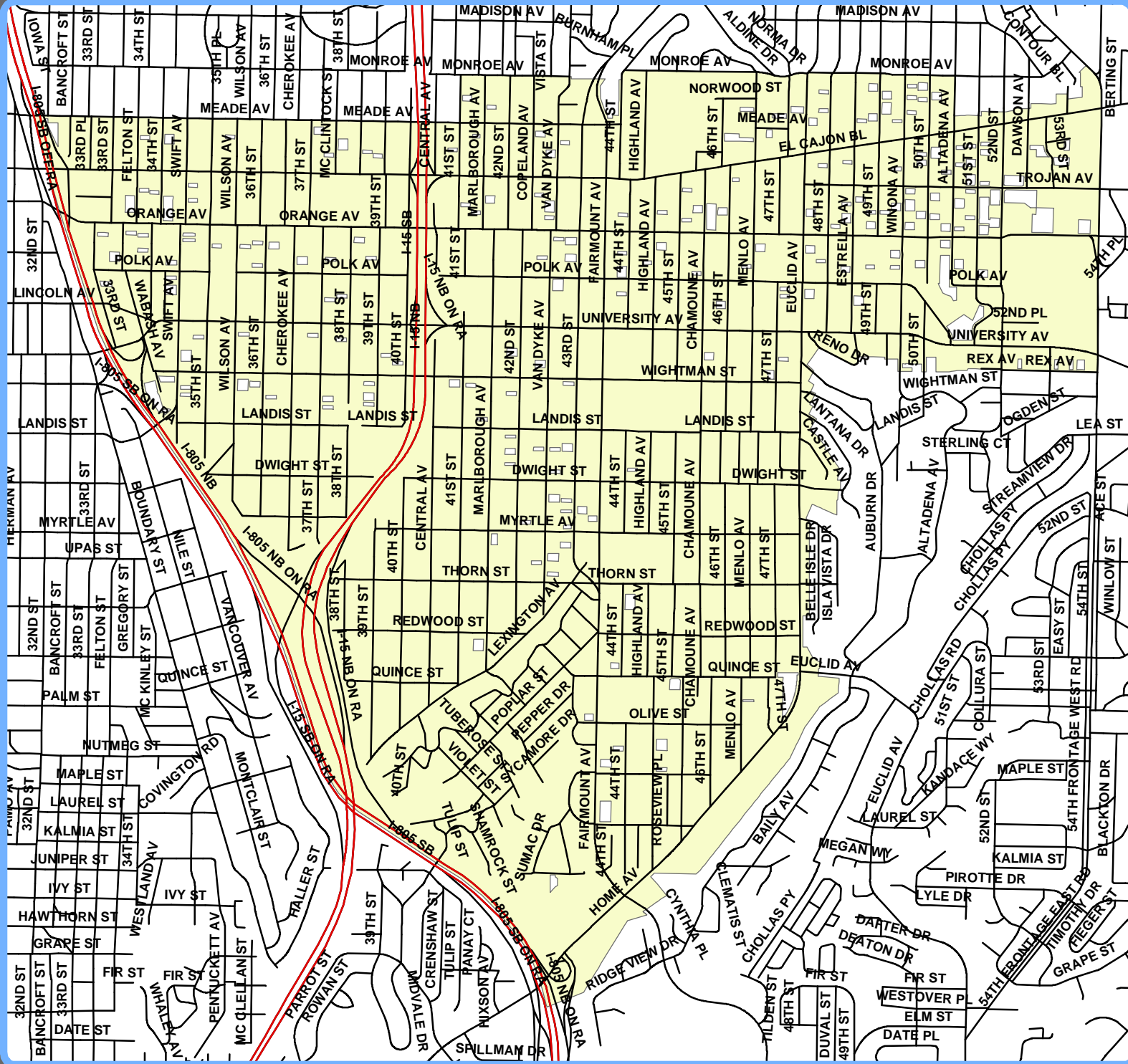


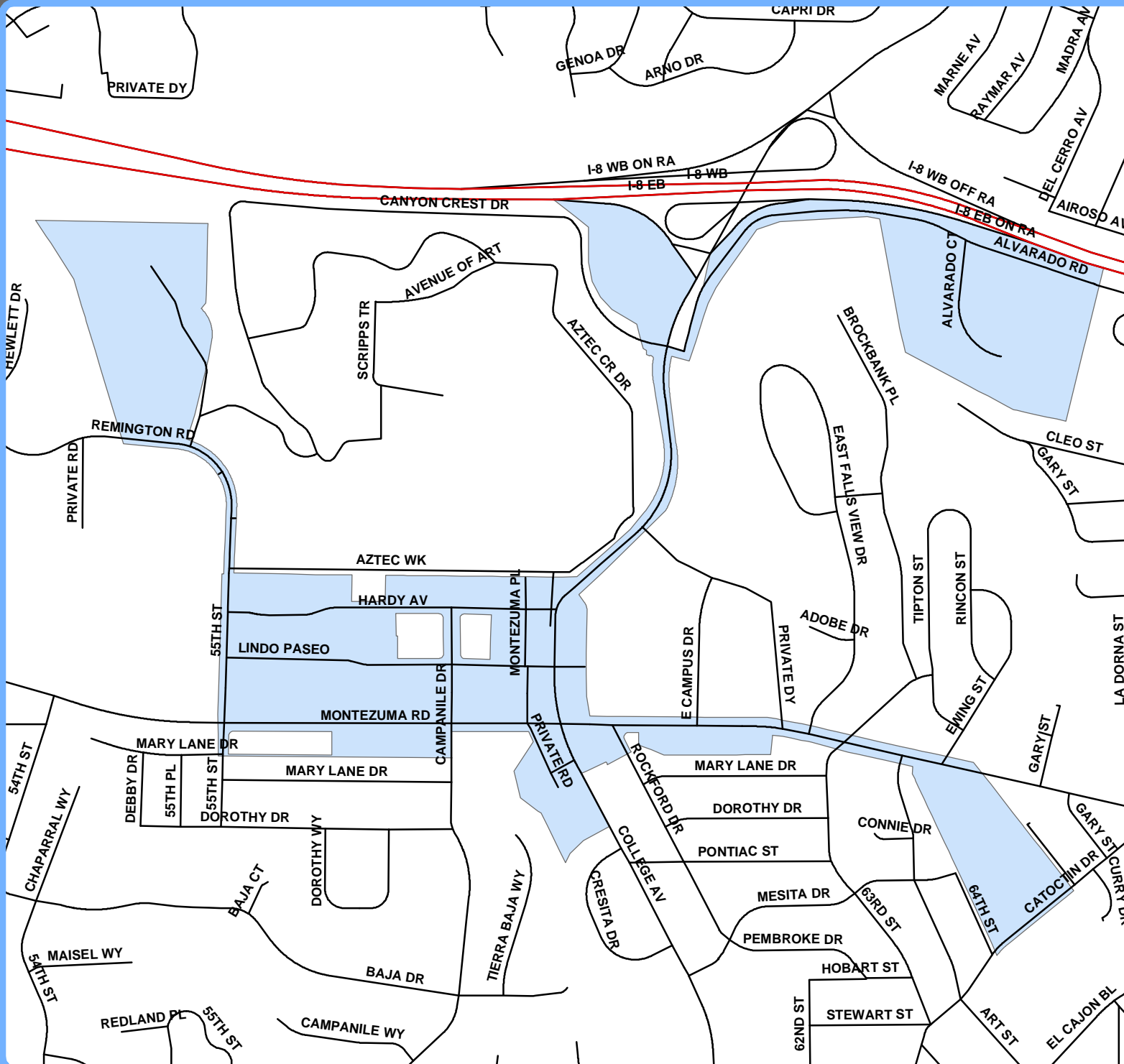
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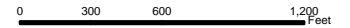
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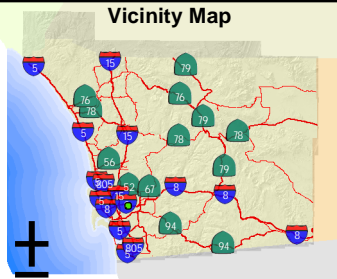


College Community Redevelopment Area

- FREEWAY
- HIGHWAY
- Roads
- COLLEGE COMMUNITY



1 inch equals 809 feet



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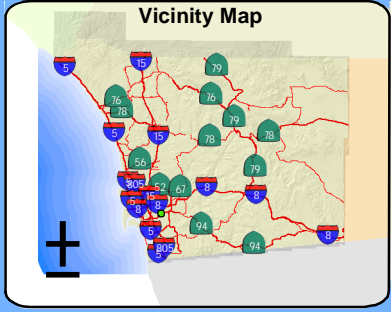
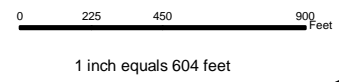

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College Grove Redevelopment Area



- FREEWAY
- HIGHWAY
- Roads
- Water Bodies
- COLLEGE GROVE

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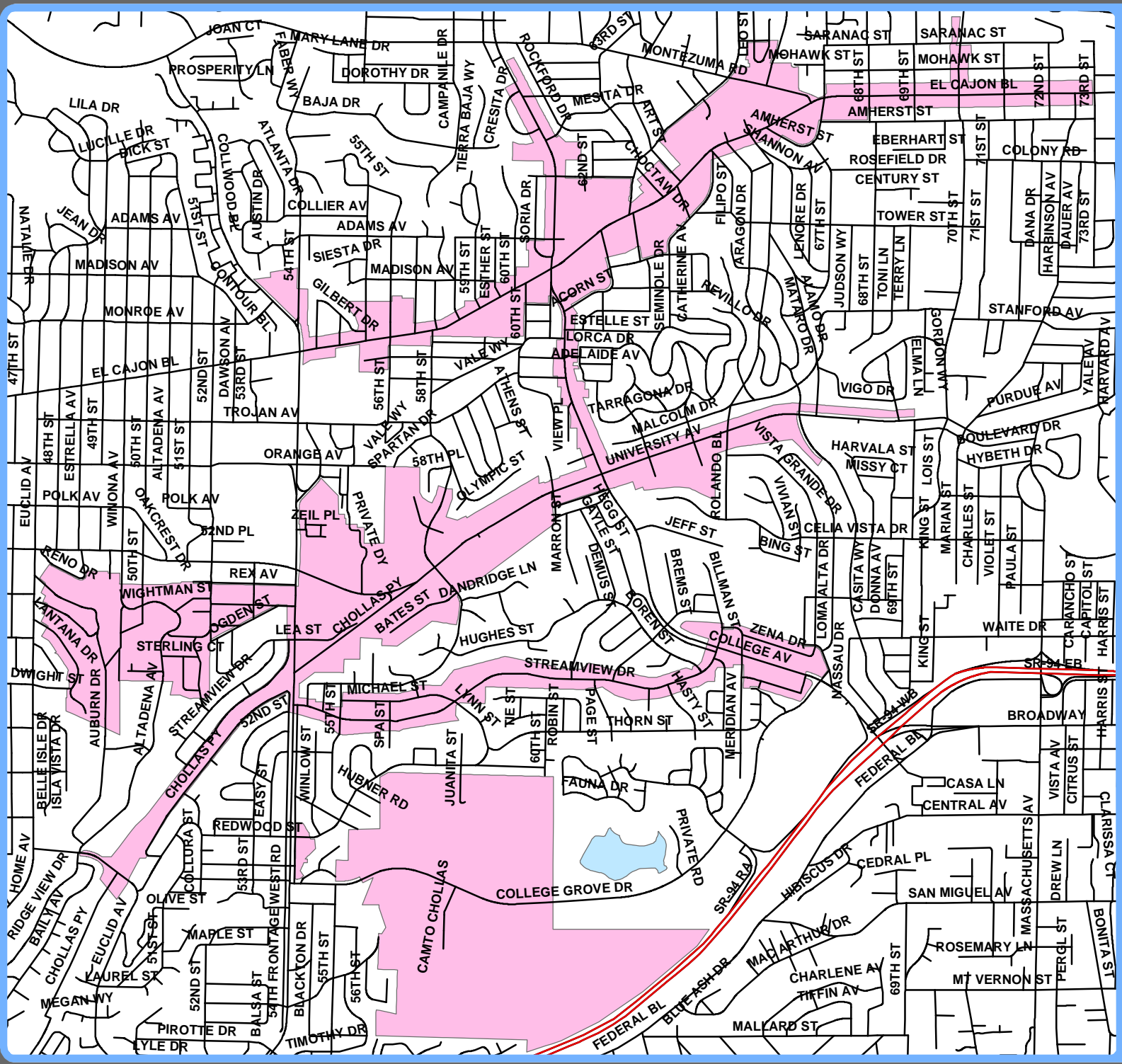
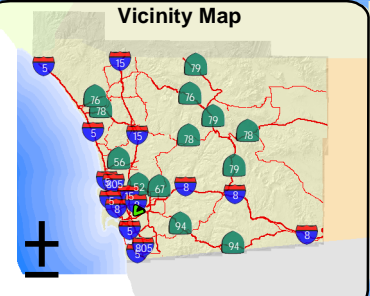
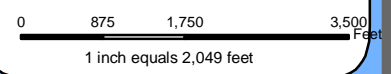
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Crossroads Redevelopment Area

-  FREEWAY
-  HIGHWAY
-  Roads
-  Water Bodies
-  CROSSROADS








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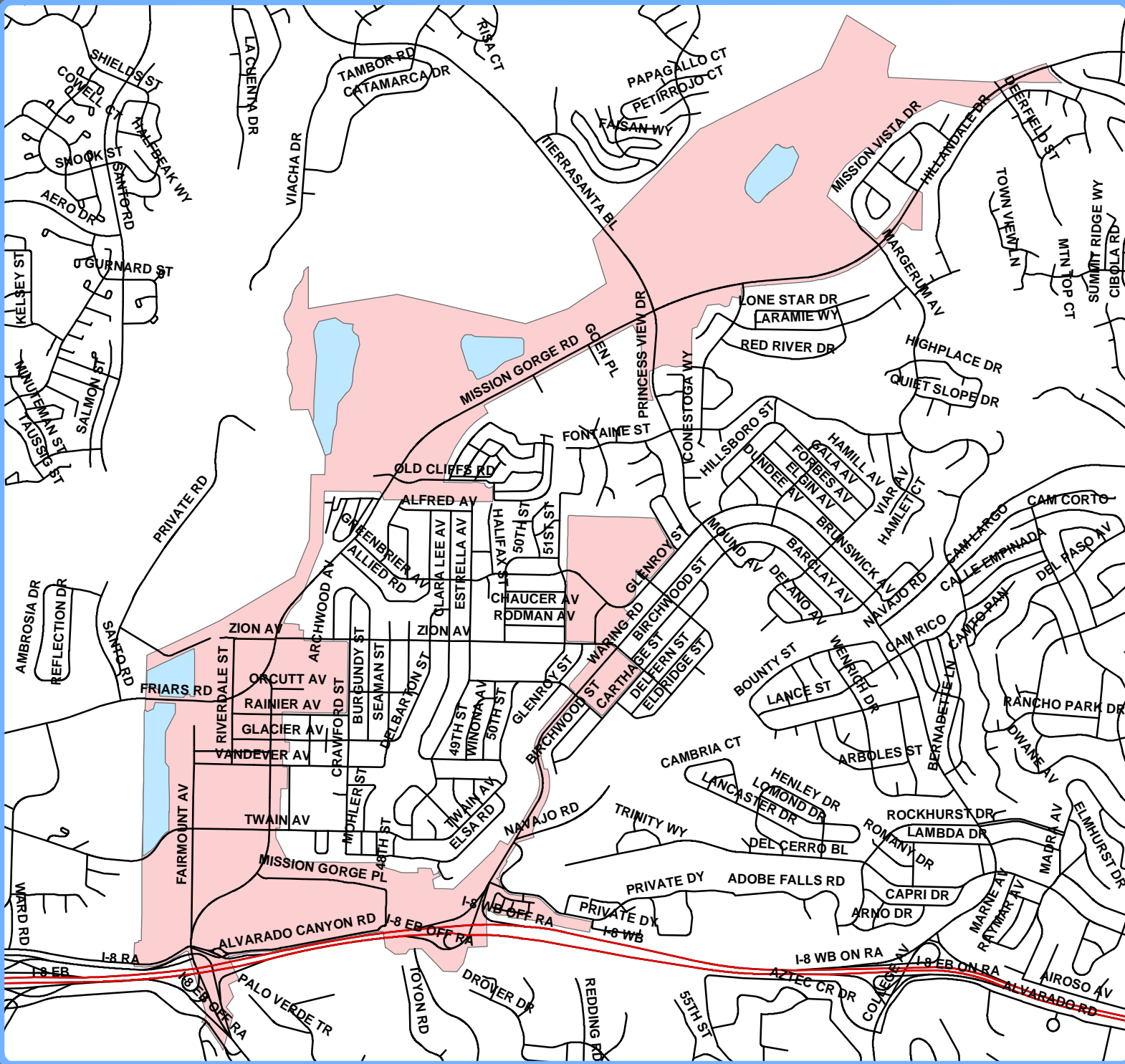
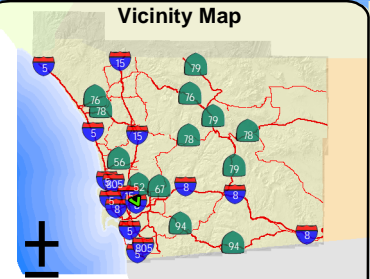
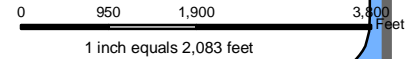
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Grantville Redevelopment Area

-  FREEWAY
-  HIGHWAY
-  Roads
-  Water Bodies
-  GRANTVILLE



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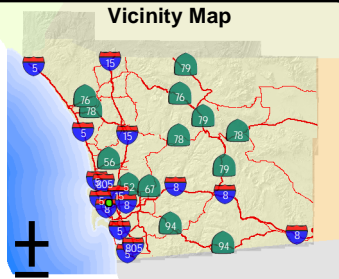
Plot Date: 06/30/08

Linda Vista Redevelopment Area

-  FREEWAY
-  HIGHWAY
-  Roads
-  LINDA VISTA



1 inch equals 194 feet



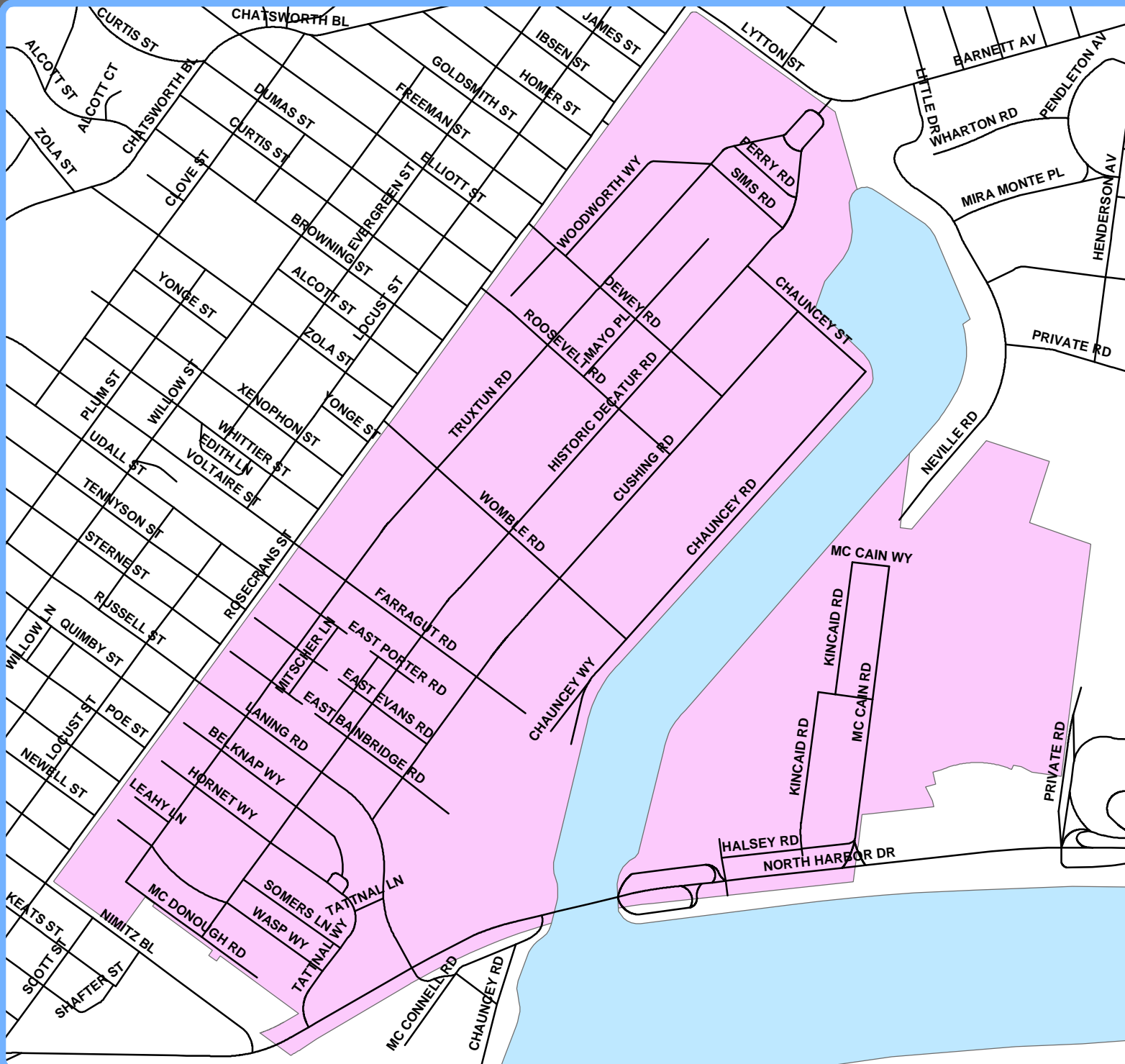
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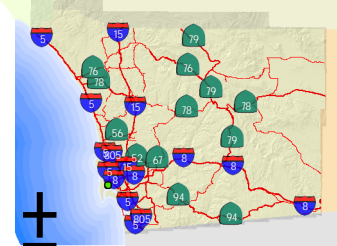
Naval Training Center Redevelopment Area

- FREEWAY
- HIGHWAY
- Roads
- Water Bodies
- NAVAL TRAINING CENTER



1 inch equals 885 feet

Vicinity Map



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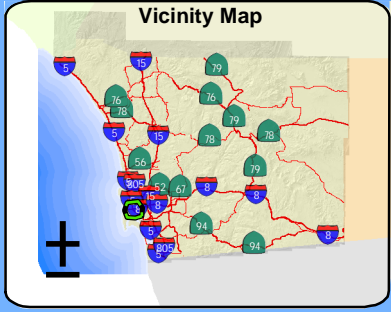
Plot Date: 06/30/08

North Bay Redevelopment Area

-  FREEWAY
-  HIGHWAY
-  Roads
-  Water Bodies
-  NORTH BAY

0 1,450 2,900 5,800 Feet

1 inch equals 3,417 feet



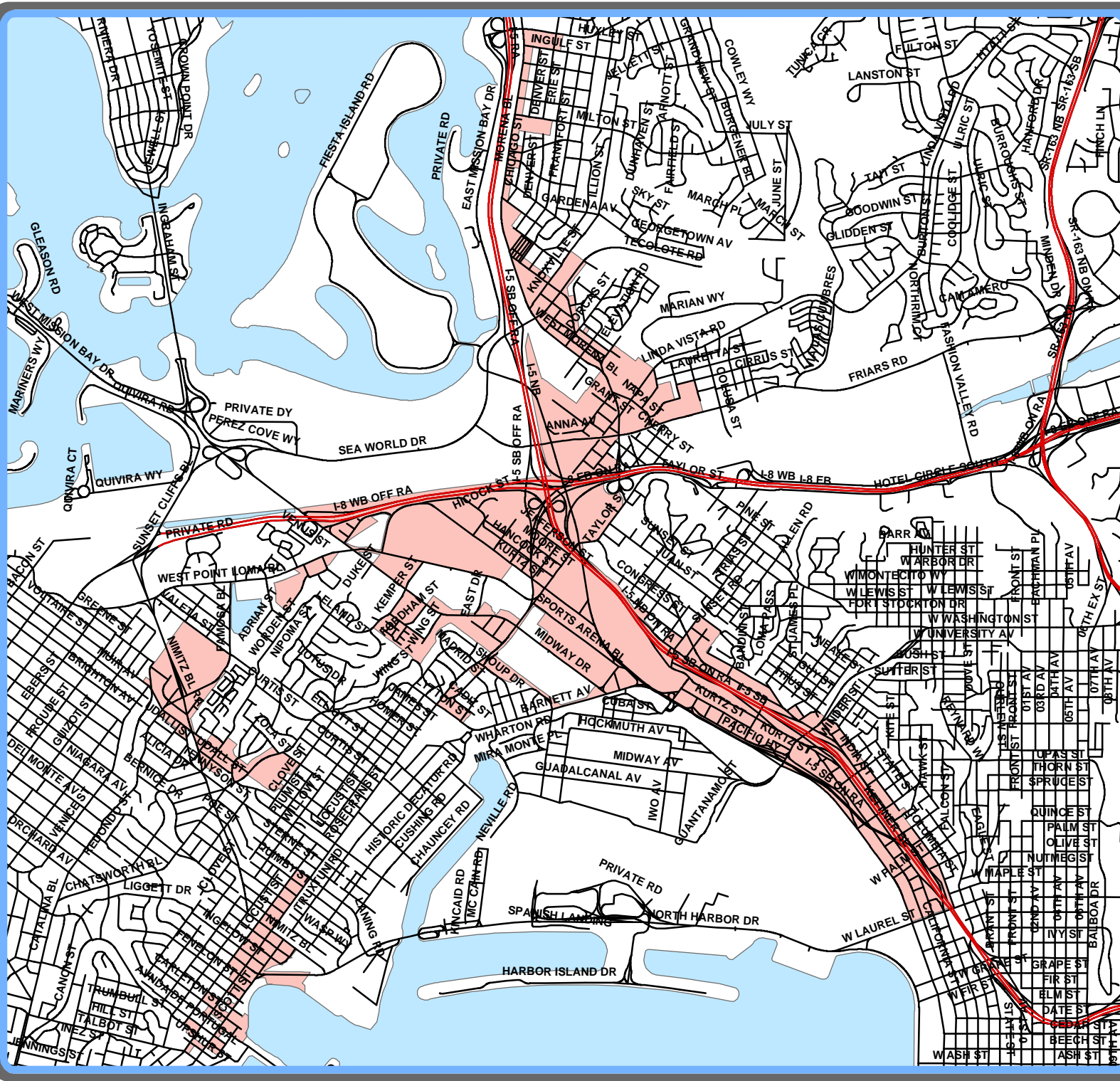
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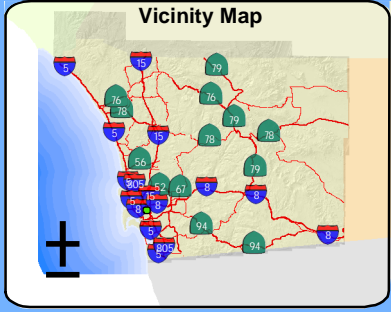
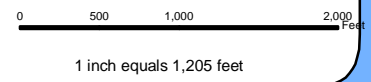
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North Park Redevelopment Area

-  FREEWAY
-  HIGHWAY
-  Roads
-  NORTH PARK

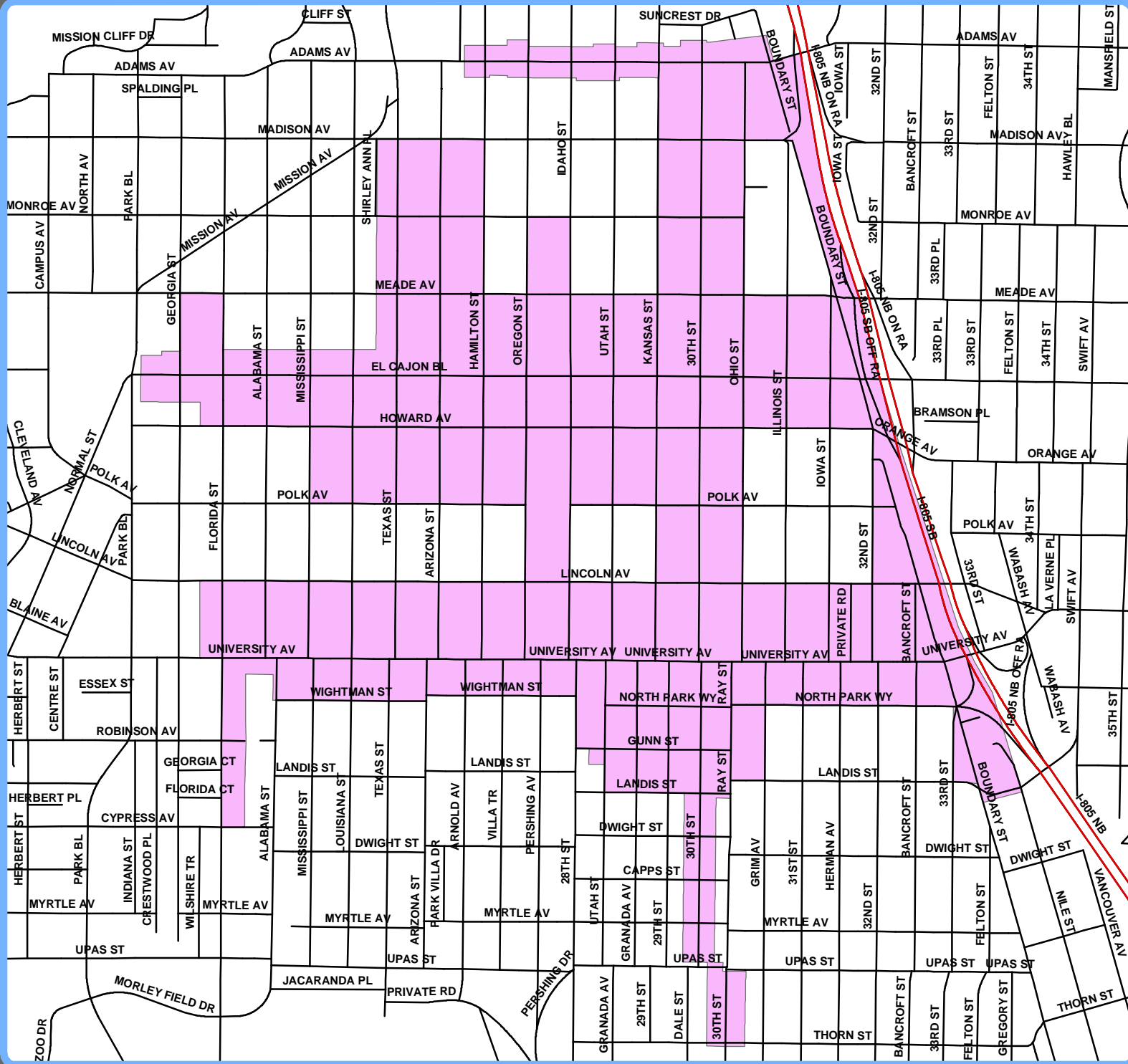


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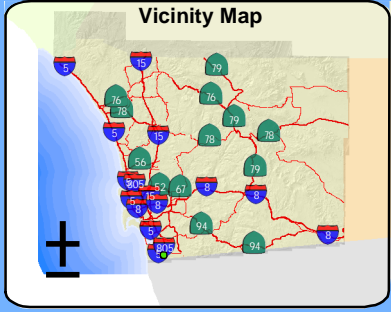



San Ysidro Redevelopment Area

-  FREEWAY
-  HIGHWAY
-  Roads
-  SAN YSIDRO



1 inch equals 1,231 feet

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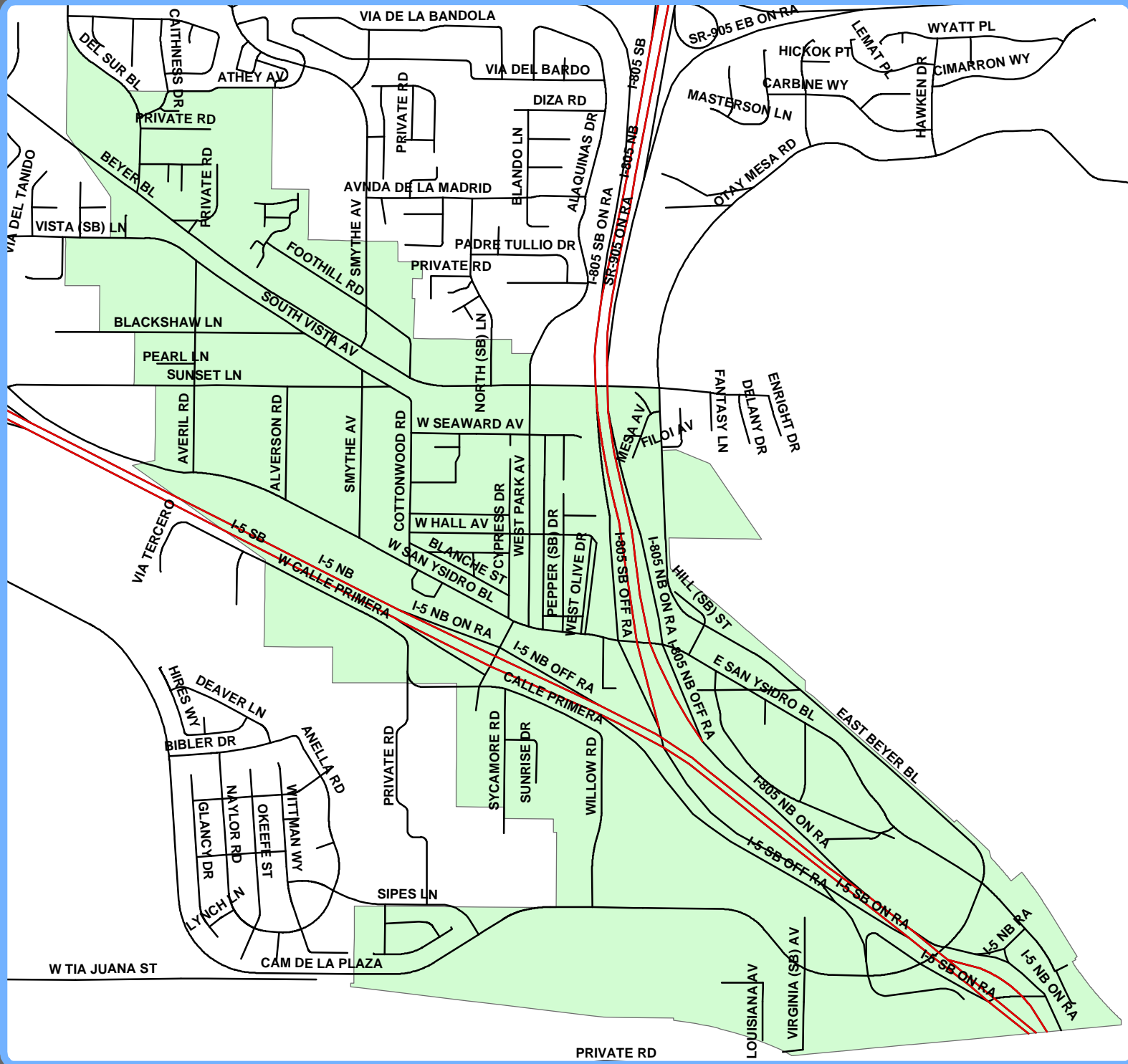


EXHIBIT "B"

FORM

MEMORANDUM OF LIEN

Recording requested by, and when recorded mail to:

Redevelopment Agency of the City of San Diego
c/o Project Manager, Storefront Improvement Program
1200 Third Avenue, Suite 1400
San Diego, California 92101

APN [REDACTED]

SPACE ABOVE THIS LINE FOR RECORDER'S USE
NO DOCUMENTARY FEE DUE – GOV CODE §6103
Presented for record by the REDEVELOPMENT AGENCY
OF THE CITY OF SAN DIEGO

MEMORANDUM OF LIEN AFFECTING REAL PROPERTY

LOAN AMOUNT: [REDACTED] (\$ [REDACTED])

THIS MEMORANDUM OF LIEN AFFECTING REAL PROPERTY (“Lien”) is made by and between [REDACTED], [an individual][a (California) corporation/limited liability company/general partnership/limited partnership/etc.] (“Participant”), and the REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, a public body corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California (the “Agency”), by and through its appointed agent, THE CITY OF SAN DIEGO, a California municipal corporation (“City”), to be effective when signed by the parties and approved by the San Diego City Attorney, and as of the date of its recordation in the Office of the San Diego County Recorder (the “Effective Date”), as follows:

RECITALS

- A. Participant [IS/IS NOT] the owner of that certain real property (the “Property,” APN [REDACTED]) located at [REDACTED] in the City of San Diego, County of San Diego, State of California, and more particularly described in **Exhibit A: Legal Description**, attached hereto.
- B. The Agency wants to enhance the visual appearance of buildings and structures, stimulate private investment, and complement other community revitalization efforts within the redevelopment project areas of the City of San Diego that are managed by City’s Redevelopment Department (the “Project Areas”).
- C. The Agency believes that investment in commercial storefront improvements located within the Project Areas and visible to persons from public rights-of-way will revitalize the properties and surrounding area, create a positive visual impact, increase the volume of business, stimulate private investment, complement other community revitalization efforts, and improve the quality of life within the Project Areas and the city.
- D. Pursuant to California Health and Safety Code Section 33444.5 of the Community Redevelopment Law, the Agency established a forgivable loan program known as the “Storefront Improvement Program for Redevelopment Project Areas” (the “Program”), which provides loans, forgivable over a five (5)-year period, to eligible property and business owners for rehabilitation of eligible

commercial storefronts of their properties located within the jurisdictional boundaries of the Project Areas.

- E. The Program is intended to be a financial resource offered by the Agency in addition to the City's "Storefront Improvement Program," which is offered on a city-wide basis.
- F. The Agency's financial assistance available upon completion of a project undertaken pursuant to the Program (a "Project") may not exceed two thirds (2/3) of the total Project costs and may not exceed the maximum loan amounts of Twenty Thousand Dollars (\$20,000) for a standard storefront (i.e., one or two units) and Forty Thousand Dollars (\$40,000) for multiple storefronts (i.e., three or more units), with an additional loan amount up to Ten Thousand Dollars (\$10,000) for eligible historic properties, provided the total loan amount does not exceed two thirds (2/3) of the total Project costs.
- G. The Agency has agreed to make a Loan to Participant, provided this Lien is executed and recorded.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

1. Definitions. The following terms shall have the meanings described below whenever used in this Agreement, except where the context clearly indicates otherwise. Any ambiguity as to the intended meaning or scope of such terms shall be resolved solely by the Agency's Executive Director or his or her designee.
 - a. **"Agency Funds"** means the financial allocations approved by the Agency's Board of Directors (the "Agency Board") to be used to fund the loans provided through the Program and to fund the costs associated with the Program Management.
 - b. **"Completion Date"** means the date of Project Completion.
 - c. **"Conceptual Drawings"** means the drawings developed by a Participant and a licensed architect, and accepted by City for the conceptual design of the Eligible Exterior Improvements.
 - d. **"Eligible Exterior Improvements"** means those exterior improvements determined by City to be eligible for a Loan and consistent with redevelopment objectives and will contribute to the visual enhancement of the Property, as viewed from the public right-of-way, but excluding any improvements within the public right-of-way.
 - e. **"Historic Property Incentive"** means an incentive which may increase the maximum Loan amount by up to Ten Thousand Dollars (\$10,000) for a Project involving a Property designated as a historic structure or classified as a contributing structure to a designated historic district by the City of San Diego Historic Resources Board, and which otherwise complies with the Secretary of the Interior's Standards for Rehabilitation.
 - f. **"Loan"** means a loan of Agency Funds, forgivable over a five (5)-year period upon certain conditions, paid to the Participant pursuant to the Program, in a total amount not greater than two thirds (2/3) of the Total Cost Expenditure and not to exceed the maximum Loan amount allowable for a particular Participant's category, as provided in the Program Guidelines.

- g. **“Program”** means the “Storefront Improvement Program for Redevelopment Project Areas” developed and approved by the Agency in accordance with California Health and Safety Code Section 33444.5 of the Community Redevelopment Law, to promote certain capital improvements to Storefronts.
 - h. **“Program Guidelines”** means the “Program Guidelines” approved by the Agency, hereby incorporated herein, and attached hereto and as **Exhibit B: Program Guidelines**, and as may be amended from time to time by the Agency. If a conflict arises between the language of this Lien and that of the Program Guidelines, the language of the Program Guidelines shall control.
 - i. **“Program Manager”** means the City Manager of San Diego, or his or her designee (“City Manager”). City’s discretionary acts hereunder shall be made in the City Manager’s sole discretion. “City Manager” shall be deemed to refer to the Mayor of San Diego or his or her designee for the duration City operates under the mayor-council (commonly referred to as “strong mayor”) form of governance pursuant to Article XV of The City Charter of the City of San Diego, California.
 - j. **“Project”** means the development and construction of Eligible Exterior Improvements proposed by the Participant, as set forth in the Conceptual Drawings.
 - k. **“Project Areas”** means the redevelopment project areas established by the Agency Board and the City Council of the City of San Diego pursuant to the Community Redevelopment Law and managed by the City’s Redevelopment Department, as shown on the maps of the Project Areas attached hereto as part of **Exhibit B: Program Guidelines** and incorporated herein, and as may be amended from time to time by the Agency and City Council.
 - l. **“Project Completion”** means the completion of the Project to the Participant’s satisfaction and as evidenced by a paid-in-full receipt from the Participant’s contractor.
 - m. **“Storefront”** means the exterior portion of the commercial building on the Property that has either a standard storefront (i.e., one or two units) or a multiple storefront (i.e., three or more units) and that is the subject of the Project, excluding any areas of the building’s roof.
 - n. **“Total Allowable Expenses”** means the actual costs incurred, paid for, documented by the Participant, and approved by the Agency for the development and construction of the Project when completed in accordance with the Conceptual Drawings and the Program Guidelines, including without limitation the costs of construction, materials, and supplies.
 - o. **“Total Cost Expenditure”** means the total actual costs incurred, paid for, documented by the Participant, and approved by the Agency for the development and construction of the Project when completed in accordance with the Conceptual Drawings and the Program Guidelines, including without limitation the costs of construction, materials, and supplies, and which amount is used to calculate the maximum allowable Loan amount under the Program.
2. Property Owner’s Certificate of Consent. If Participant is not the owner of the Property, then prior to the Effective Date, Participant shall obtain the owner’s execution and delivery of a PROPERTY OWNER’S CERTIFICATE OF CONSENT TO RECORDATION OF MEMORANDUM OF LIEN (“Property Owner’s Certificate of Consent”), which shall be attached hereto as **Exhibit C:**

Property Owner's Certificate of Consent. The Property owner's execution and delivery of the Property Owner's Certificate of Consent shall provide the Property owner's acknowledgement of ownership of the Property, and their approval for Participant to participate in the Program and proceed with the Project, and for the recordation of this Lien in the Office of the San Diego (California) County Recorder.

IF PARTICIPANT IS NOT THE OWNER OF THE PROPERTY, AND NO SUCH PROPERTY OWNER'S CERTIFICATE OF CONSENT HAS BEEN OBTAINED AS REQUIRED HEREBY, THIS LIEN SHALL BE NULL AND VOID AND OF NO FORCE OR EFFECT, MEANING IN PART THAT THE AGENCY SHALL HAVE NO OBLIGATION TO DISBURSE ANY LOAN AMOUNT TO PARTICIPANT AS CONTEMPLATED BY THIS LIEN.

3. Terms of Loan. Participant shall comply with all terms and conditions of the Program as set forth in the Program Guidelines.
4. Insurance. At all time during construction of the Project, Participant shall obtain and maintain, or cause the general contractor responsible for the entirety of the Project to obtain and maintain, the following insurance policies: (i) Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least Five Hundred Thousand Dollars (\$500,000) per occurrence, subject to an annual aggregate of at least One Million Dollars (\$1,000,000); and (ii) Workers' Compensation Insurance, as required by the laws of the State of California for all employees who are employed on the Project, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).
 - a. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "*The City of San Diego, its elected officials, officers, employees, representatives, and agents*" and "*The Redevelopment Agency of the City of San Diego, its elected officials, officers, employees, representatives, and agents*" shall be named as additional insureds in all policies.
 - b. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by City or the Agency.
 - c. Qualified Insurers. All insurance required by the terms of this Lien must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to the Program Manager. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet the Program Manager's requirements.
 - d. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Participant and must be disclosed and acceptable to the Program Manager at the time evidence of insurance is provided.
 - e. Continuity of Coverage. All policies shall be in effect on or before the Effective Date, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force until Project Completion. At least thirty (30) days prior to the expiration of each insurance policy, Participant shall furnish a

certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lien. If insurance lapses or is discontinued for any reason, Participant shall immediately notify the Program Manager and obtain replacement insurance as soon as possible.

- f. Accident Reports. Participant shall immediately report to the Program Manager any accident causing property damage or injury to persons and related to the Project. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
 - g. Causes of Loss – Special Form Property Insurance. Participant shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all insurable property related to the Project in an amount to cover 100 percent (100%) of the replacement cost. Participant shall deliver to the Program Manager a certificate of such insurance.
5. No Discrimination. Participant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, ancestry, sexual orientation, marital status, color, creed, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting opportunities. This language shall be incorporated into all contracts between Participant and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers. Participant, its successors and its assigns shall not practice or participate in discrimination or segregation of or against any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the transferee itself or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.
 6. No Relationship. Nothing contained in this Lien shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between either City or the Agency or both of them and Participant or between either City or the Agency or both of them and any third party.
 7. Document Ownership. All documents, including without limitation, designs, plans, bids, invoices, and receipts, prepared and submitted to the Program Manager pursuant to the Program Guidelines (including any duplicate copies) shall be the property of the Agency. The Agency's ownership of such documents includes without limitation their use, reproduction, or reuse and all incidental rights thereto.
 8. Indemnification. Participant shall protect, defend, indemnify, and hold City and the Agency and their respective officers, officials, employees, contractors and agents harmless from and against all claims, liability, loss, damage, costs, or expenses, including without limitation reasonable attorneys' fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or the property of any person resulting or arising from or in any way connected with the following, provided Participant shall not be responsible for, and such indemnity shall not apply to, any negligence or willful misconduct of City or the Agency,

or their respective officers, officials, employees, contractors and/or agents:

- a. The existence, release, presence or disposal on, in, under, about, or adjacent to the Property of any toxic contamination or hazardous substances related to the Project. "Hazardous substances" shall mean any hazardous liquid, solid, or gaseous material substances listed by the Environmental Protection Agency or the State of California as a hazardous substance, and any type of petroleum-related substances and their chemical constituents. A copy of the presently effective EPA and the State lists is on file in the Office of the San Diego City Clerk as Document 769704 and is hereby incorporated into this Lien. Participant shall be solely and exclusively responsible for any and all problems, claims, work, clean-up efforts, remediation requirements or orders, and the like associated with any alleged toxic contamination and/or hazardous substances on the Property and related to the Project. Neither City, the Agency, nor their respective officers, officials, agents, employees, contractors or representatives shall have any obligation or liability whatsoever regarding the presence and/or remediation of toxic contamination or hazardous substances on the Property;
 - b. The development, construction, marketing, use or operation of the Property by Participant, its officers, contractors, subcontractors, agents, employees, or other persons acting on Participant's behalf (the "Indemnifying Parties");
 - c. The displacement or relocation of any person from the Property resulting from the Project;
 - d. Any plans or designs for improvements, including without limitation the Conceptual Drawings, prepared by or on behalf of Participant or any of the Indemnifying Parties including without limitation, any errors or omissions with respect to such plans or designs;
 - e. Any loss or damage to City or the Agency resulting from any inaccuracy in or breach of any representation or warranty of an Indemnifying Party, or resulting from Participant's breach or default of this Lien and/or the Program Guidelines;
 - f. Any and all actions, claims, damages, injuries, challenges, and/or costs or liabilities arising from the approval of any and all entitlements or permits for the improvements by City or the Agency, and their respective officers, officials, employees, contractors or agents; and
 - g. Any and all actions, claims, damages, injuries, challenges and/or costs or liabilities in any way related to the Project, the Loan, the Program, and ownership of the Property, including without limitation claims for injury or death to any person or damage to property. The foregoing indemnity obligations shall survive Project Completion and the expiration, termination, or reconveyance of this Lien. An indemnitee may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If the indemnitee chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Participant shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.
9. Compliance with Laws. Participant shall, at its sole cost and expense, comply with all the requirements of all rules, regulations, laws, and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to the Project and this Lien.

10. Loan Disbursements Withheld. No Loan proceeds shall be disbursed if Participant is in breach or default of this Lien.
11. Termination. The Agency may terminate this Lien if Participant is in default of this Lien by breaching any of its obligations under this lien and failing to correct the breach within thirty (30) days after notice thereof from the Program Manager, or, if such correction cannot practicably be achieved in such 30-day period, failing to commence the correction within such 30 days and diligently take action to correct, and corrects, the breach.
12. Reconveyance of Lien. The Agency, at its sole cost and expense, shall reconvey this Lien upon full satisfaction of all Participant's obligations hereunder, or upon the earlier termination hereof.
13. Superior Governmental Requirements. This Lien and all the other documents relating to the Loan shall be subject and subordinate to any and all overriding federal, state, and local laws, rules, and regulations, and shall be subject to modification to comply therewith.
14. Institution of Legal Actions. Either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lien. Such legal actions shall be instituted in the Superior Court of the County of San Diego, State of California, in any other appropriate court of that county, or in the United States District Court for the Southern District of California. If a party brings an action or proceeding against another party under this Lien, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation reasonable attorney fees and costs. The "prevailing party" shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment. If, as a result of an action brought by or against Participant in connection with this Permit, City or the Agency intervenes therein, becomes a party, or is made a party thereto, Participant shall pay all of the intervener's costs and expenses thereof, including without limitation reasonable attorney fees and costs.
15. Notices. Any notice required or permitted to be given under this Lien shall be in writing and delivered personally or by United States Certified Mail, return-receipt requested, postage prepaid,. Notices shall be sent to the addresses for the set forth below or as changed by either party from time to time by written notice to the other party:

Agency: THE CITY OF SAN DIEGO
Office of Small Business
1200 Third Avenue, Suite 1400, MS 56D
San Diego, California 92101
ATTN: Storefront Improvement Program

With a copy by First Class Mail to:

REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO
1200 Third Avenue, Suite 1400, MS 56D
San Diego, California 92101
ATTN: Project Manager – Storefront Improvement Program

Participant: _____

16. Joint and Several Liability. If Participant is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of Participant under this Lien.
17. Governing Law. The laws of the State of California shall govern the interpretation and enforcement of this Lien.
18. Conflicts of Interest. Participant represents and warrants that it has not paid or given, and will not pay or give, to any third person any money or other consideration for participating in the Program and obtaining the Loan.
19. Statement of Non-Liability. No member, official, agent, legal counsel, or employee of City or the Agency shall be personally liable to Participant, or any successor in interest in the event of any breach or default by City or the Agency, or for any amount which may become due to Participant or its successor, or on any obligation under the terms of this Lien. Neither City nor the Agency shall be liable in any way for any acts or omissions of Participant, any agent or contractor employed by Participant, or any person furnishing labor or materials used in or related to the Project.
20. Binding Effect. This Lien shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
21. Counterparts. This Lien may be executed by each Party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.
22. Entire Agreement. This Lien contains the entire understanding of the parties. There is no other written or oral understanding between the parties with respect to the subject matter of this Lien. Each party has relied solely on advice from its own attorneys and experts in entering into this Lien. No other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lien. No modification, amendment, or alteration of this Lien shall be valid unless it is in writing and signed by all parties.
23. Time of Essence. Time is of the essence to the performance of each obligation under this Lien.
24. Captions. The section headings and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lien.
25. No Assignment. Participant shall not assign any right or obligation under this Lien without the prior written approval of the Program Manager. Any purported assignment in violation of this section shall be null and void.
26. Rights and Remedies. City's and the Agency's rights and remedies under this Lien shall be cumulative and shall not limit any other rights and remedies available at law or in equity.
27. Severability. If any provision of this Lien is deemed to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

28. No Waiver. The Agency's failure to insist upon the strict performance of any of Participant's obligations under this Lien, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The Agency's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed by the Agency to constitute a valid and binding waiver. The Agency's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Lien, at law or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. The Agency's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but the Agency may at any and all times require the cure of the default.

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29. Authority to Contract. Each individual executing this Lien on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Lien on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lien is binding upon such person or entity in accordance with its terms.

IN WITNESS WHEREOF, this Lien is executed to be effective as of the Effective Date.

Participant:

_____,
[an individual][a (California) corporation/limited liability company/general partnership/limited partnership/etc

Dated: _____

BY: _____

Name: _____

Title: _____

Agency:

REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, a public body corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California

BY: **THE CITY OF SAN DIEGO**, a California municipal corporation, Agent

Dated: _____

BY: _____

Name: _____

Title: _____

Approved as to Form and Legality:

JAN I. GOLDSMITH, San Diego City Attorney

BY: _____

Name: _____

Title: _____

Exhibit A: Legal Description

Exhibit B: Program Guidelines

Exhibit C: Property Owner's Certificate of Consent

Exhibit A: Legal Description

Exhibit B: Program Guidelines

Exhibit C: Property Owner's Certificate of Consent

**PROPERTY OWNER'S CERTIFICATE OF CONSENT
TO RECORDATION OF MEMORANDUM OF LIEN**

[Storefront Improvement Program for Redevelopment Project Areas]

Project Name: _____

I/We, _____, hereby certify that I am/we are the legal the owner of that certain real property (the "Property;" APN _____) located at _____ in the City of San Diego, County of San Diego, State of California.

Check off and complete the following:

- I/We do hereby allow my/our tenant(s), _____ to participate in the Storefront Improvement Program for Redevelopment Project Areas to improve their storefront façade.
- I/We do hereby consent to the improvements to the Property contemplated in the Conceptual Drawings attached hereto as Exhibit 1.
- I/We do hereby consent to recordation against the Property of a MEMORANDUM OF LIEN AFFECTING REAL PROPERTY (a form of which is attached hereto as Exhibit 2) in the Office of the San Diego County (California) Recorder.

I/WE DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this ____ day of _____, 20__, in San Diego, California.

Property Owner's Signature

Property Owner's Signature

Print Name

Print Name

Property Owner's Signature

Property Owner's Signature

Print Name

Print Name

Exhibit 1 to Property Owner's Certificate of Consent: CONCEPTUAL DRAWINGS

Exhibit 2 to Property Owner's Certificate of Consent: FORM OF MEMORANDUM OF LIEN

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

As of January 1, 2008

State of California
County of San Diego

On _____ before me, _____, a Notary
Public, in and for State, 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 _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

As of January 1, 2008

State of California
County of San Diego

On _____ before me, _____, a **Notary Public**, in and for State, 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 _____ (Seal)