

TO: James L. App, City Manager
FROM: Doug Monn, Director of Public Works
SUBJECT: Acceptance of Grant of Easement (Scolari)
DATE: March 20, 2012

Needs: That the City Council authorize acceptance of Grant of Easements and Related Agreements for a public sewer easement and public storm drain easement at 2121 Spring Street.

Facts:

1. Historically, city sewer and storm drain lines have existed on the Scolari property at 2121 Spring Street.
2. The sewer line was originally located in an alley that has since been abandoned and displaced by the location of the building. In 2006, Scolari relocated the City sewer line approximately 20 feet east of its original location in conjunction with the remodel of the store.
3. The storm drain line was placed diagonally across the property many years ago, prior to Scolari's occupancy. It lies under the parking lot today.
4. There are no easements in place today that reflect the present location of the sewer or the storm drain.
5. In an effort to clarify these issues, Scolari has provided the City Grant of Easements and Related Agreements for both the sewer line and the storm drain.

Analysis
and

Conclusion: Scolari Properties, LLC has provided the City Grant of Easements and Related Agreements for the sanitary sewer and storm drain traversing their site at 2121 Spring Street. The City attorney has reviewed the agreements for form and content. At the request of the City, the limits of the storm drain easement have been modified to accommodate the City's plans to reconstruct the storm drain across 21st Street with grant funds.

Policy

Reference: Paso Robles Municipal Code Section 14.08.130

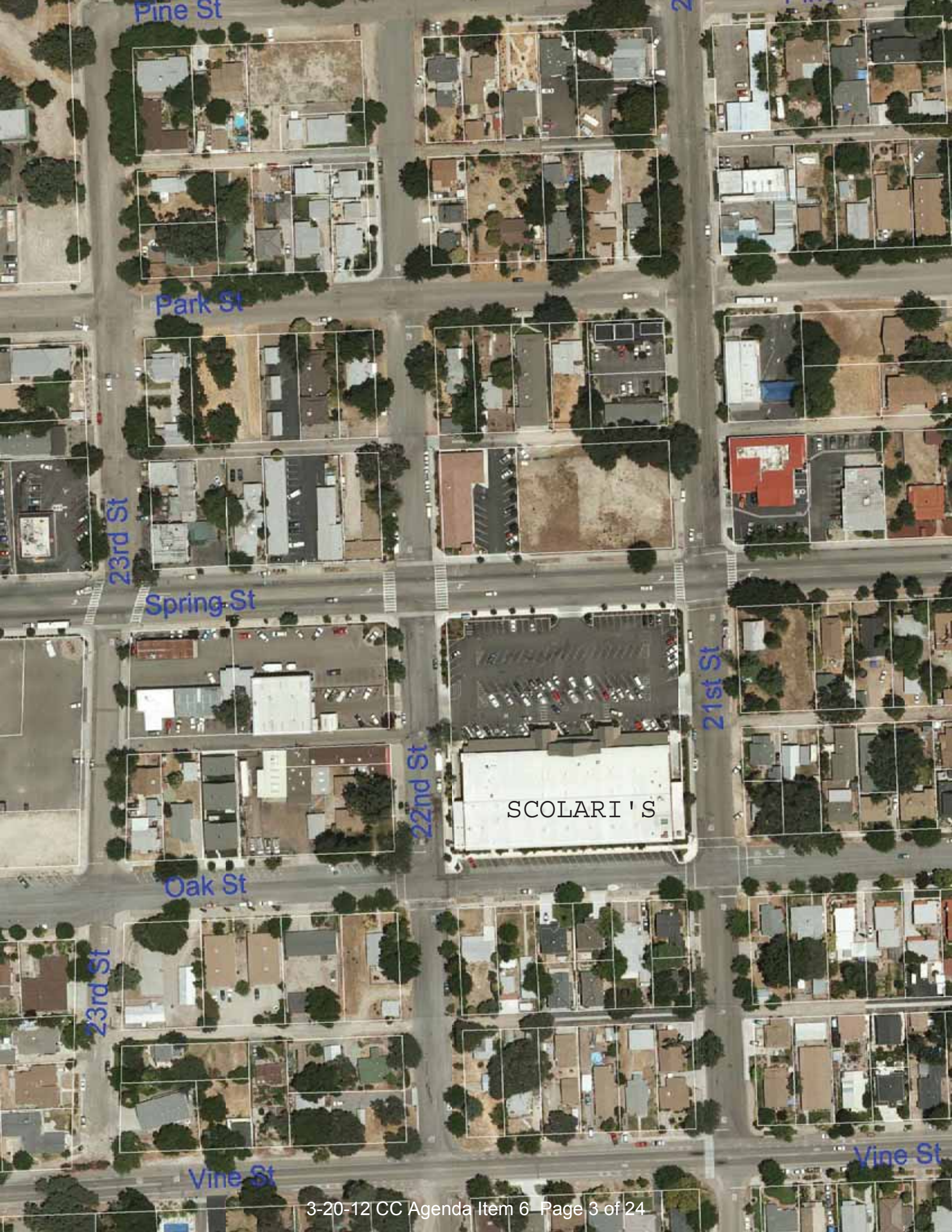
Fiscal
Impact: None.

- Options:
- a. Adopt Resolution No. 12-xxx accepting the Grant of Easement and Related Agreements for public sewer facilities and adopt Resolution No. 12-xxx accepting the Grant of Easement and Related Agreements for public storm drain facilities.
 - b. Amend, modify or reject the above option.

Prepared by: John Falkenstien, City Engineer

Attachments: (5)

1. Vicinity Map
2. Resolution for sewer easement
3. Grant of Easement and Related Agreements for Public Sewer Facilities
4. Resolution for storm drain easement
5. Grant of Easement and Related Agreement for Public Storm Drain Facilities



SCOLARI'S

RESOLUTION NO. 12-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
ACCEPTING A GRANT OF EASEMENT AND RELATED AGREEMENTS
FOR PUBLIC SEWER FACILITIES AT 2121 SPRING STREET
(SCOLARI)

WHEREAS, the City has received a Grant of Easement and Related Agreements from Scolari Properties, LLC for public sewer facilities at 2121 Spring Street; and

WHEREAS, the Grant of Easement appropriately covers the position of the sewer as relocated in 2006.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council accept the Grant of Easement and Related Agreements for public sewer facilities provided by Scolari Properties, LLC located at 2121 Spring Street and authorize its execution and recordation.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 20th day of March, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Duane Picanco, Mayor

ATTEST:

Caryn Jackson, Deputy City Clerk

WHEN RECORDED MAIL TO:

FOR RECORDER USE ONLY

The City of El Paso de Robles
Attn: John Falkenstein, City Engineer
1000 Spring Street
Paso Robles, CA 93446

GRANT OF EASEMENT AND RELATED AGREEMENTS

This Agreement is made and entered into on the 8 day of March, 2012 by and between Scolari Properties, LLC, a California Limited Liability Company (“Grantor”) and the City of El Paso de Robles, a municipal corporation (“Grantee”) with reference to the following facts:

RECITALS

A. Grantor is the owner of that certain real property in the City of El Paso de Robles, County of San Luis Obispo, California, APN 008-223-008, specifically described in Exhibit “A” annexed hereto (“the “Subject Property”).

B. At sometime prior hereto there was constructed upon and under the Subject Property public sewer facilities in the location shown on the map annexed hereto as Exhibit “B” and specifically described in Exhibit “C” hereto

C. The sewer facilities have been and now are owned and maintained by Grantee as part of Grantee’s public improvements (the “Sewer Facilities”).

D. For the purpose of specifically locating the Grantee's Sewer Easement and defining the respective rights and obligations of Grantor and Grantee with respect thereto, Grantor and Grantee desire to enter into this Grant of Easement and Related Agreements.

Now therefore, it is agreed by and between Grantor and Grantee as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants and conveys to Grantee an easement under and beneath the Subject Property as shown on the Map annexed hereto as Exhibit "B" and specifically described in Exhibit "C" annexed hereto.

2. **PURPOSE OF EASEMENT.** The sole purpose of the easement shall be to maintain and repair the existing Sewer Facilities and for incidental purposes and facilities on, under and across the Subject Property at the location shown on the Map annexed hereto as Exhibit "B" and specifically described in Exhibit "C" hereto; together with a limited easement for necessary and reasonable surface and subsurface access by Grantee to maintain and repair the Sewer Facilities located within the easement herein granted by Grantor to Grantee (the "Sewer Easement.")

3. **UTILIZATION OF EASEMENT.** In utilizing the Sewer Easement, Grantee shall not unreasonably or unnecessarily obstruct or interfere with the Grantor's use and operation of the Subject Property, including ingress to or egress from the Subject Property by Grantor's customers and other business invitees. In the event that Grantee's utilization, maintenance, or repair activities (collectively "Grantee Activities") requires Grantee to temporarily obstruct or prevent the use of any driveway entry to or exit from the Grantor's parking area, or use of Grantor's other improvements on the Subject Property, Grantee shall provide temporary alternative access facilities during such maintenance or repair to minimize disruption of ingress to or egress from the Subject

Property, the parking area, and other improvements on the Subject Property during any such Grantee Activities. Upon completion or cessation of any repairs or maintenance by Grantee, Grantee shall at Grantee's sole expense repair or replace any of Grantor's facilities, landscape, or improvements disturbed or displaced by such activities as is necessary to restore such facilities and improvements to the same condition as before such activities were commenced.

4. **INDEMNIFICATION.** Grantee hereby agrees to defend, indemnify and to hold Grantor and any of Grantor's Tenants, agents or employees harmless from any loss, liability, claim or damage to any person or property that is claimed to have resulted solely from Grantee's operations, utilization, maintenance or repair of the Sewer Facilities within the Sewer Easement. This indemnification provision shall be deemed to include any reasonably necessary and appropriate attorney's fees and costs incurred by Grantor in defending against any such claim made against Grantor and/or any of Grantor's Tenants, agents or employees by any third party and arising out of the operation, utilization, maintenance or repair of the Sewer Facilities.

5. **RETAINED RIGHTS OF GRANTOR.** Grantor may at any time, and from time to time, engage in any activity above or within any portion of the Sewer Easement of a temporary or permanent nature; provided that any such activity by Grantor does not unreasonably interfere with Grantee's utilization of the Sewer Facilities within the Sewer Easement. Nothing herein shall be deemed to restrict the right of the Grantor to improve and or develop the surface area above the Sewer Facilities.

6. **BINDING ON SUCCESSORS.** This Grant of Easement and all agreements relating thereto herein contained shall be binding upon and shall inure to the

benefit of Grantor, Grantee and their respective successors and assigns; whether by consolidation, merger, liquidation, reorganization or any other form of transfer or succession by either party hereto.

7. **ATTORNEY'S FEES.** In the event any action is brought to enforce or interpret any provision hereof, or as a result of breach of this agreement by either party, the prevailing party shall be entitled to attorney's fees and costs incurred therein.

8. **VENUE.** This agreement is deemed to have been entered into and to be performed in the County of San Luis Obispo, California and any action or proceeding brought in connection with this agreement or as a result of breach thereof, shall be filed, heard and determined in the Superior Court of such County and State and each party hereto consents to the jurisdiction of such Court in any such proceedings.

9. **EFFECTIVE DATE.** Notwithstanding the date of this agreement or the date of any signature hereto, this agreement shall become effective and be binding upon the parties hereto only when signed by both Grantor and Grantee and when a signed copy thereof has been delivered to each party.

10. **NOTICES.** Any notice given by either party hereto to the other shall be given to such party by certified mail or by overnight courier service at such party's address set forth below, or at such other place as either party may designate by notice in writing to the other.

If to Grantor: Scolari Properties, LLC
1326 Madonna Road
San Luis Obispo, Ca 93405

With copy to:
Gerald C. Weaver
P.O. Box 494
Bass Lake, CA 93604

If to Grantee: City of El Paso De Robles
Attn: City Engineer
1000 Spring Street
Paso Robles, CA 93446

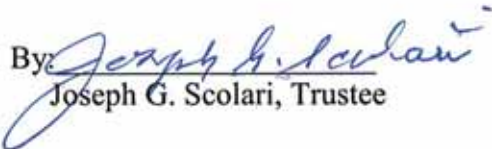
11. **ENVIRONMENTAL HAZARDS.** Grantor shall not be liable for any spill, release or deposit of any hazardous or toxic substances, materials or waste on any portion of the Subject Property resulting from any act or omission solely caused by Grantee in connection with Grantee's activities in the operation, maintenance or repair of the Sewer Facilities within the Sewer easement, for any fines or penalties resulting therefrom or for the cost of clean up and Grantee shall indemnify, defend and hold Grantor and the Subject Property harmless from any such loss, cost or damage, including attorney's fees.

The parties have executed this Grant of Easement And Related Agreements on the date and year herein above set forth.

GRANTOR

Scolari Properties, LLC
A California limited liability company

By: The Joseph Gordon Scolari
and Eldeen W. Scolari 1979
Revocable Trust u/t/a dated
August 10, 1979
Managing Member

By: 
Joseph G. Scolari, Trustee

GRANTEE

City of El Paso de Robles, a
municipal corporation

By: _____
(Title)

By: _____
(Title)

(Attach Notarial Acknowledgement)

LEGAL DESCRIPTION

THE LAND REFERRRD TO HEREIN BELOW IS SITUATE IN THE CITY OF PASO ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All of Block 171 of the City of El Paso de Robles, in the City of Paso Robles, County of San Luis Obispo, State of California, according to map recorded October 25, 1889 in Book A, Page 159 of maps, in the office of the County Recorder of said County.

APN: 008-223-008

EXHIBIT "A"

EXHIBIT "B"



MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960

SEWER EASEMENT
TO THE CITY OF PASO
ROBLES

EXHIBIT "C"
Legal Description
Sewer Easement

A portion of Lots 1 through 6 and 12 of Block 171 of the City of El Paso de Robles, County of San Luis Obispo, State of California, according to the map filed October 25, 1889 in Book A, at Page 169 of Maps in the office of the County Recorder of said County and State described as follows;

A strip of land, 20 feet in width, lying ten (10) feet on each side of the following described centerline:

Beginning at Southeast corner of said Block 171; thence South $86^{\circ} 09' 41''$ West along the North line of 21st Street a distance of 129.90 feet to the True Point of Beginning; thence

- 1) North $3^{\circ} 50' 30''$ West 244.28 feet; thence
- 2) North $18^{\circ} 00' 11''$ West 57.52 feet to the South line of 22nd Street and point of terminus. Said point lies distant South $86^{\circ} 10' 09''$ West along the South line of 22nd Street a distance of 144.02 feet from the Northeast corner of said Block 171.

The sidelines of said 20 foot wide strip shall be lengthened and/or shortened to intersect adjacent property boundaries and easement sidelines.

The above-described parcel is graphically shown on Exhibit B attached hereto and made a part hereof.

* * *



Michael B. Stanton, PLS 5702

Date: 2-2-2012



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo }

On 03/08/2012 before me, Patricia Wyche "Notary Public"
Date Here Insert Name and Title of the Officer

personally appeared Joseph Scolari
Name(s) of Signer(s)

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 Patricia Wyche
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

RESOLUTION NO. 12-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
ACCEPTING A GRANT OF EASEMENT AND RELATED AGREEMENTS
FOR PUBLIC STORM DRAIN FACILITIES AT 2121 SPRING STREET
(SCOLARI)

WHEREAS, the City has received a Grant of Easement and Related Agreements from Scolari Properties, LLC for public storm drain facilities at 2121 Spring Street; and

WHEREAS, the Grant of Easement accurately covers the position of the existing storm drain and provides area for future modification of storm drain facilities.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council accept the Grant of Easement and Related Agreements for public storm drain facilities provided by Scolari Properties, LLC located at 2121 Spring Street and authorize its execution and recordation.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 20th day of March, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Duane Picanco, Mayor

ATTEST:

Caryn Jackson, Deputy City Clerk

WHEN RECORDED MAIL TO:

FOR RECORDER USE ONLY

The City of El Paso de Robles
Attn: John Falkenstein, City Engineer
1000 Spring Street
Paso Robles, CA 93446

GRANT OF EASEMENT AND RELATED AGREEMENTS

This Agreement is made and entered into on the 8 day of March, 2012 by and between Scolari Properties, LLC, a California Limited Liability Company (“Grantor”) and the City of El Paso de Robles, a municipal corporation (“Grantee”) with reference to the following facts:

RECITALS

A. Grantor is the owner of that certain real property in the City of El Paso de Robles, County of San Luis Obispo, California, APN 008-223-008, specifically described in Exhibit “A” annexed hereto (“the “Subject Property”).

B. At sometime prior hereto there was constructed upon and under the Subject Property public storm drain facilities in the location shown on the map annexed hereto as Exhibit “B” and specifically described in Exhibit “C” hereto

C. The storm drain facilities have been and now are owned and maintained by Grantee as part of Grantee’s public improvements (the “Storm Drain Facilities”).

D. For the purpose of specifically locating the Grantee’s Storm Drain Easement and defining the respective rights and obligations of Grantor and Grantee with

respect thereto, Grantor and Grantee desire to enter into this Grant of Easement and Related Agreements.

Now therefore, it is agreed by and between Grantor and Grantee as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants and conveys to Grantee an easement under and across the Subject Property as shown on the Map annexed hereto as Exhibit “B” and specifically described in Exhibit “C” annexed hereto.

2. **PURPOSE OF EASEMENT.** The sole purpose of the easement shall be to allow Grantee to maintain and repair the existing Storm Drain Facilities, together with manholes, junction boxes, drainage inlets and for incidental purposes and facilities on, under and across the Subject Property at the location shown on the Map annexes hereto as Exhibit “B” and specifically described in Exhibit “C” hereto; together with a limited easement for necessary and reasonable surface and subsurface access by Grantee to maintain and repair the Storm Drain Facilities located within the easement herein granted by Grantor to Grantee (the “Storm Drain Easement.”)

3. **UTILIZATION OF EASTMENT.** In utilizing the Storm Drain Easement, Grantee shall not unreasonably or unnecessarily obstruct or interfere with the Grantor’s use and operation of the Subject Property, including ingress to or egress from the Subject Property by Grantor’s customers and other business invitees. In the event that Grantee’s utilization, maintenance, or repair activities (collectively “Grantee Activities”) requires Grantee to temporarily obstruct or prevent the use of any driveway entry to or exit from the Grantor’s parking area, or use of Grantor’s other improvements on the Subject Property, Grantee shall provide temporary access facilities during such maintenance or repair to minimize disruption of ingress to or egress from the Subject

Property, the parking area or any other improvements on the Subject Property, or any portion thereof during any such Grantee Activities. Upon completion or cessation of any repairs or maintenance by Grantee, Grantee shall at Grantee's sole expense repair or replace any of Grantor's facilities, landscape, or improvements disturbed or displaced by such activities as is necessary to restore such facilities, landscape, and improvements to the same condition as before such activities were commenced.

4. **INDEMNIFICATION.** Grantee hereby agrees to defend, indemnify and to hold Grantor and any of Grantor's Tenants, agents or employees harmless from any loss, liability, claim or damage to any person or property that is claimed to have resulted solely from Grantee's operations, utilization, maintenance or repair of the Storm Drain Facilities within the Storm Drain Easement. This indemnification provision shall be deemed to include any reasonably necessary and appropriate attorney's fees and costs incurred by Grantor and/or Grantor's Tenants, Agents or employees in defending against any such claim made against Grantor by any third party and arising out of the operation, utilization, maintenance or repair of the Storm Drain Facilities.

5. **RETAINED RIGHTS OF GRANTOR.** Grantor may at any time, and from time to time, engage in any activity above or within any portion of the Storm Drain Easement of a temporary or permanent nature; provided that any such activity by Grantor does not unreasonably interfere with Grantee's utilization of the Storm Drain Facilities within the Storm Drain Easement. Nothing herein shall be deemed to restrict the right of the Grantor to improve and or develop the surface area above the Storm Drain Facilities.

6. **BINDING ON SUCCESSORS.** This Grant of Easement and all agreements relating thereto herein contained shall be binding upon and shall inure to the

benefit of Grantor, Grantee and their respective successors and assigns; whether by consolidation, merger, liquidation, reorganization or any other form of transfer or succession by either party hereto.

7. **ATTORNEY'S FEES.** In the event any action is brought to enforce or interpret any provision hereof, or as a result of breach of this agreement by either party, the prevailing party shall be entitled to attorney's fees and costs incurred therein.

8. **VENUE.** This agreement is deemed to have been entered into and to be performed in the County of San Luis Obispo, California and any action or proceeding brought in connection with this agreement or as a result of breach thereof, shall be filed, heard and determined in the Superior Court of such County and State and each party hereto consents to the jurisdiction of such Court in any such proceedings.

9. **EFFECTIVE DATE.** Notwithstanding the date of this agreement or the date of any signature hereto, this agreement shall become effective and be binding upon the parties hereto only when signed by both Grantor and Grantee and when a signed copy thereof has been delivered to each party.

10. **NOTICES.** Any notice given by either party hereto to the other shall be given to such party by certified mail or by overnight courier service at such party's address set forth below, or at such other place as either party may designate by notice in writing to the other.

If to Grantor: Scolari Properties, LLC
 1326 Madonna Road
 San Luis Obispo, Ca 93405

With copy to:
Gerald C. Weaver
P.O. Box 494
Bass Lake, CA 93604

If to Grantee: City of El Paso De Robles
Attn: City Engineer
1000 Spring Street
Paso Robles, CA 93446

11. **ENVIRONMENTAL HAZARDS.** Grantor shall not be liable for any spill, release or deposit of any hazardous or toxic substances, materials or waste on any portion of the Subject Property resulting from any act or omission solely caused by Grantee in connection with Grantee's activities in the operation, maintenance or repair of the Storm Drain Facilities within the Storm Drain easement, for any fines or penalties resulting therefrom or for the cost of clean up and Grantee shall indemnify, defend and hold Grantor and the Subject Property harmless from any such loss, cost or damage, including attorney's fees.

The parties have executed this Grant of Easement And Related Agreements on the date and year herein above set forth.

GRANTOR

GRANTEE

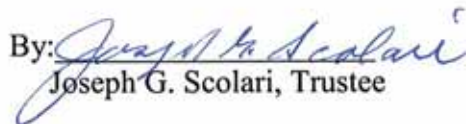
Scolari Properties, LLC
A California limited liability company

City of El Paso de Robles, a
municipal corporation

By: The Joseph Gordon Scolari
and Eldeen W. Scolari 1979
Revocable Trust u/t/a dated
August 10, 1979
Managing Member

By: _____
(Title)

By: _____
(Title)

By: 
Joseph G. Scolari, Trustee

(Attach Notarial Acknowledgement)

LEGAL DESCRIPTION

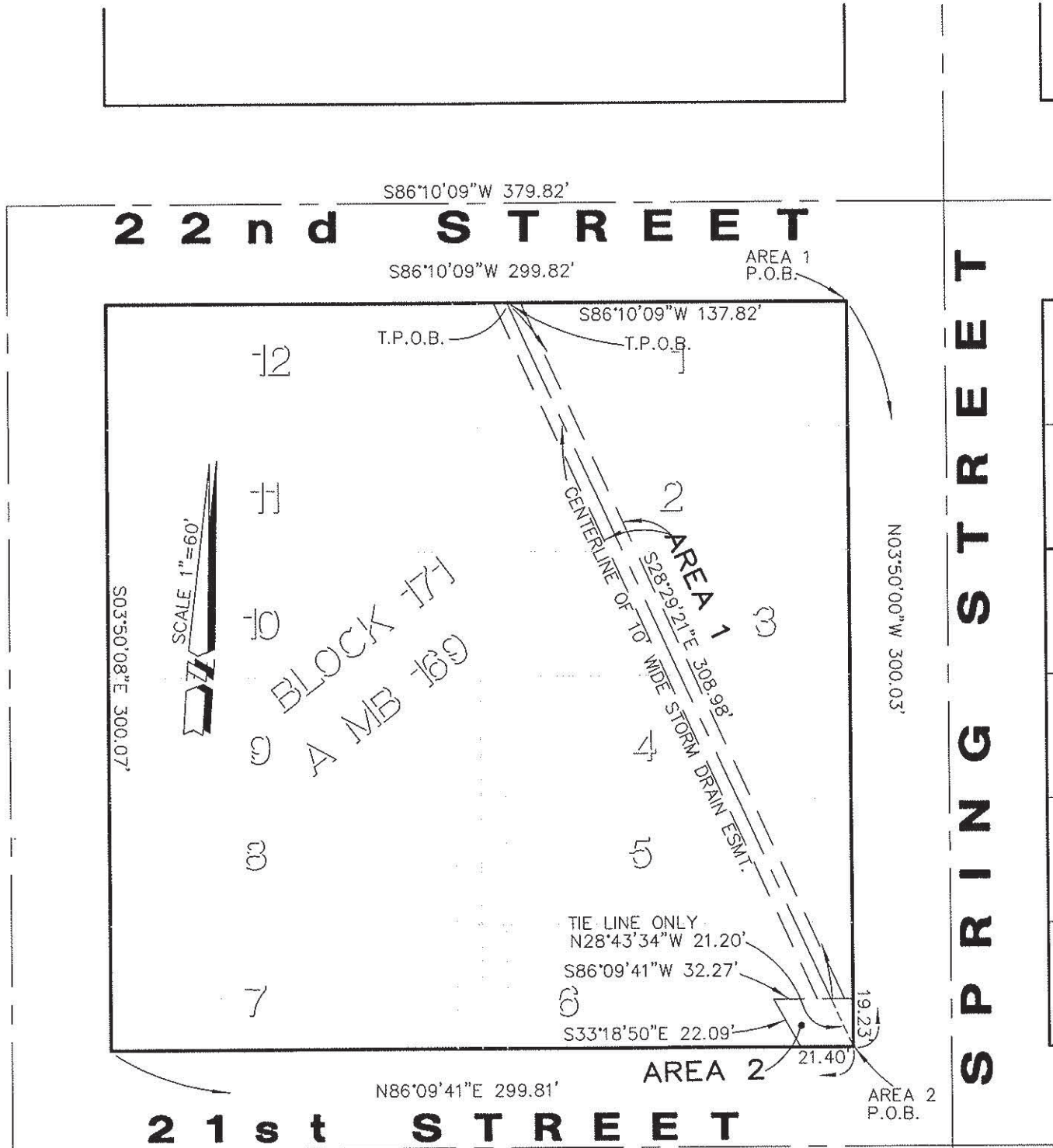
THE LAND REFERRRD TO HEREIN BELOW IS SITUATE IN THE CITY OF PASO ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All of Block 171 of the City of El Paso de Robles, in the City of Paso Robles, County of San Luis Obispo, State of California, according to map recorded October 25, 1889 in Book A, Page 159 of maps, in the office of the County Recorder of said County.

APN: 008-223-008

EXHIBIT "A"

EXHIBIT "B"



MICHAEL B. STANTON, PLS 5702
 3563 SUELDO ST. UNIT Q
 SAN LUIS OBISPO, CA 93401
 805-594-1960

**STORM DRAIN EASEMENT
 TO THE CITY OF PASO
 ROBLES**

M:\11-161 Scaler's - Paso Robles\dwg\Scaler's Paso Robles Storm Drain and Sewer Easement Exhibit.dwg - 8.5x11 - SD ESMT_60_SCALE Jan. 13, 2012 8:12am mbstanton

EXHIBIT "C"
Legal Description
Storm Drain Easement

A portion of Lots 1 through 6 of Block 171 of the City of El Paso de Robles, County of San Luis Obispo, State of California, according to the map filed October 25, 1889 in Book A, at Page 169 of Maps in the office of the County Recorder of said County and State described as follows;

Area 1:

A strip of land, 10 feet in width, lying five (5) feet on each side of the following described centerline:

Beginning at Northeast corner of said Block 171; thence South $86^{\circ} 10' 09''$ West along the South line of 22nd Street a distance of 137.82 feet to the True Point of Beginning; thence

- 1) South $28^{\circ} 29' 21''$ East along the centerline of an existing storm drain pipe a distance of 308.98 feet to the point of terminus of Area 1 and the North line of Area 2 described below. Said point lies distant North $28^{\circ} 43' 34''$ West 21.20 feet from the southeast corner of said Block 171.

The sidelines of said 10 foot wide strip shall be lengthened and/or shortened to intersect adjacent property boundaries and the boundary of Area 2 described below.

Area 2:

Beginning at southeast corner of said Block 171; thence

- 1) North $3^{\circ} 50' 00''$ West along the West line of Spring Street a distance of 19.23 feet; thence
- 2) South $86^{\circ} 09' 41''$ West parallel with the North line of 21st Street 32.27 feet; thence
- 3) South $33^{\circ} 18' 50''$ East 22.09 feet to the North line of 21st Street; thence
- 4) North $86^{\circ} 09' 41''$ East along the North line of 21st Street a distance of 21.40 feet to the Southeast corner of Block 171 and Point of Beginning.

The above-described parcel is graphically shown on Exhibit B attached hereto and made a part hereof.

* * *

Storm Drain Easement (Exhibit "C")- Continued



Michael B. Stanton, PLS 5702

Date: 2-1-2012



M:\11-161 Scolari's - Paso Robles\Proposed Easement for City of Paso\Scolaris Paso Robles Storm Drain Legal Description.doc
2/1/2012 2:44 PM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo }

On 03/08/2012 before me, Patricia Wyche, "Notary Public"
Date Here Insert Name and Title of the Officer

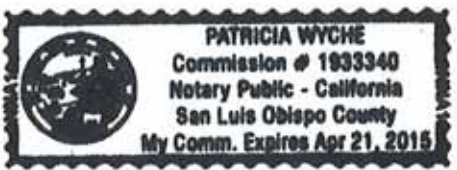
personally appeared Joseph Scolari
Name(s) of Signer(s)

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 Patricia Wyche
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____