

MAR 25 2019

ENVIRONMENTAL  
HEALTH & SAFETY

Recording Requested By:

Ross Jones

When Recorded, Mail To:

Christine Sosko, Director of Environmental Health  
625 5<sup>th</sup> Street  
Santa Rosa, CA 95404Bruce H. Wolfe, Executive Officer  
California Regional Water Quality Control Board  
San Francisco Bay Region  
1515 Clay Street, Suite 1400  
Oakland, California 94612

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Official Records Of Sonoma County  
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PAID

COVENANT AND ENVIRONMENTAL RESTRICTION  
ON PROPERTY

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 13<sup>th</sup> day of FEBRUARY, 2019 by Ross Jones ("Covenantor") who is the Owner of record of that certain property situated at B Street and Petaluma Boulevard South, in the City of Petaluma, County of Sonoma, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Property"), for the benefit of the Sonoma County, Department of Health Services, Local Oversight Program (the "LOP") and the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

A. Approval of the LOP to Address the Existence of Hazardous Materials. Portions of the Property and groundwater underlying these portions of the property contain hazardous materials. In order to address this condition, the LOP will approve a low threat closure of the Property (LOP Approval) which requires the development and maintenance of the Property in accordance with this Covenant.

B. Contamination of the Burdened Property. Soil at the Property is believed to have been contaminated by the historic use of the property for operation of gasoline service stations conducted by previous owners and/or tenants at the Property. Soil and groundwater are impacted with organic and inorganic chemicals including total petroleum hydrocarbons (TPH) as gasoline and volatile organic compounds (VOCs), principally benzene, which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. Soil vapor at the Property has also been impacted by TPH and benzene. The Property has been the subject of extensive soil, groundwater and soil vapor investigations in recent years. The underground storage tanks (USTs) and contaminated soil accessible around the gasoline station portion of the Property have been excavated and removed. A waste oil UST was removed from the portion of

the Property, and a small volume of associated contaminated soil was found and removed. In order to control impacts associated with residual contaminants in soil, groundwater, and soil vapor, the redevelopment of the Property will cover the entire surface of the Burdened Property with buildings and associated hardscape in strict compliance with LOP Approval. A Liquid Boot® membrane/liner or equivalent will be installed beneath the slabs of all buildings constructed at the Property. There are separate HVAC (heating, ventilation, and air conditioning) systems for the first floor and the upper floors. A Risk Management Plan (RMP) will be recorded and implemented at the Property. In accordance with LOP Approval, the purpose of the RMP is to identify activities where residual contaminants may be encountered, provide a notification procedure for those activities, develop procedures to ensure the integrity of the remedial controls, and to develop health and safety procedures to ensure safe and proper handling of the impacted soil and groundwater.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil, groundwater, and soil vapor at the Property. Without the mitigation measures which have been performed on the Property, exposure to these contaminants could take place via direct contact with soils and inhalation of vapors which could potentially migrate to indoor air from the subsurface. Pursuant to LOP Approval, the risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Property is zoned mixed use and is adjacent to commercial and mixed use land uses.

E. Disclosure. Full and voluntary disclosure to the LOP and Board of the presence of hazardous materials on the Property has been made and extensive sampling of the Property has been conducted which has resulted in LOP Approval for the restrictions identified in this Covenant.

F. Intent. Covenantor desires and intends that in order to benefit the Board and LOP, and to protect the present and future public health and safety, the Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Property.

G. Management of Residual Pollution. As part of the LOP Approval, and in order to assure continued protection of human health and the environment, a RMP has been prepared and is attached hereto and incorporated herein by this reference as "Exhibit B". A copy of this document must be maintained by the Property Owner and shall be consulted prior to and complied with during any activities highlighted in the RMP.

## ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III

are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the LOP, Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board or LOP.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board and the Owners and Occupants of the Property and that the interest of the Owners and Occupants of the Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all leases of any portion of the Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to comply with the Board or LOP Approval and to convey to the Board and LOP real property rights which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

## ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Local Oversight Program. "Local Oversight Program" shall mean a certified local agency which the State Water Resources Control Board (State Water Board) has certified as qualified to implement a program for the abatement of, and oversight of the abatement of, unauthorized releases of hazardous substances from underground storage tanks (UST).

2.3 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.4 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.5 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

### ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Permitted Uses. The Property may be used for all industrial, commercial, mixed use or office related uses.

3.2 Restrictions on Development and Use. Covenantor promises to restrict the use of the Property as follows:

a. No residence for human habitation, hospitals, schools for persons under the age of 21, or day care centers shall be permitted on the ground floor of the Property.

b. No Owners or Occupants of the Property or any portion thereof shall conduct any excavation work on the Property, without prior notification to the Board and LOP as outlined in the RMP.

c. All uses and development of the Property shall be consistent with the Board or LOP Approval (based on the approved lead agency at the time) or RMP, each of which is hereby incorporated by reference including future amendments thereto. All uses and development shall preserve the integrity of any vapor barrier, any remedial measures taken or remedial equipment installed, and any groundwater monitoring system installed on the Property pursuant to the requirements of the lead agency (Board or LOP), unless otherwise expressly permitted in writing by such agency.

d. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board.

e. The Owner shall notify the LOP and Board of each of the following: (1) The type, cause, location and date of any disturbance to any vapor barrier, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Property pursuant to the LOP or Board Approval, which could affect the ability of such barrier or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the LOP and Board shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs.

f. The Owner shall submit an annual summary report to the Board and LOP that describes in detail the type, cause, location and date of all of the previous year's disturbance, if

any, to any vapor barrier , any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Property pursuant to the Board Approval, which could affect the ability of such barrier or remedial measures, remedial equipment, or monitoring system to perform their respective functions and the type and date of repair of such disturbance.

g. The Covenantor agrees that the LOP or Board, and/or any persons acting pursuant to their orders, shall have reasonable access to the Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

h. No Owner or Occupant of the Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Property. All use and development of the Property shall preserve the integrity of any measures installed pursuant to the lead agency (Board or LOP) Approval.

3.3 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions set forth in paragraph 3.2 shall be grounds for the LOP or Board, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board or LOP to file civil action against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners shall execute a written instrument which shall accompany all purchase agreements relating to the property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the ground water under the property, and is subject to a Covenant and Environmental Restriction On Property dated as of \_\_\_\_\_, 2018, and recorded on \_\_\_\_\_, 2018, in the Official Records of Sonoma County, California, as Document No. \_\_\_\_\_, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

#### ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Property or any portion thereof may apply to the lead agency (LOP or Board) for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Property or a portion thereof may apply to the LOP and Board for a termination of the Restrictions as they apply to all or any portion of the Property. Upon approval of the lead agency (LOP or Board) for a Termination of the Restrictions, the lead agency shall execute a Quit Claim Deed removing this Covenant from the public record.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V  
MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantor"

ROSE A. JONES, TRUSTEE  
260 C Petaluma Blvd N  
Petaluma, CA 94952

If To: "LOP"

Sonoma County Department of Health Services  
Local Oversight Program  
625 5<sup>th</sup> Street  
Santa Rosa, CA 95404

If To: "Board"

Regional Water Quality Control Board  
San Francisco Bay Region  
Attention: Executive Officer  
1515 Clay Street, Suite 1400  
Oakland, California 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Sonoma within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

EXHIBIT A [PROPERTY DESCRIPTION]

Legal Description of Property

Real property in the City of Petaluma, County of Sonoma, State of California, described as follows:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THIRD AND B STREETS AND RUNNING IN A SOUTHEASTERLY DIRECTION PARALLEL TO THIRD STREET, A DISTANCE OF SEVENTY (70) FEET; THENCE IN A SOUTHERLY DIRECTION PARALLEL TO B STREET, A DISTANCE OF SEVENTY (70) FEET; THENCE IN A NORTHWESTERLY DIRECTION PARALLEL TO THIRD STREET, A DISTANCE OF SEVENTY (70) FEET; THENCE IN A NORTHEASTERLY DIRECTION PARALLEL TO B STREET A DISTANCE OF SEVENTY (70) FEET TO THE POINT OF BEGINNING.

APN: 008-063-009-000



Parcel One:

Being a portion of Lot 146 as said lot is shown upon Stratton's Official Map of the City of Petaluma and more particularly described as follows:

Beginning at the most northerly corner of said Lot 146 and running thence along the Northwesterly line thereof, South 25° 56' West, 100.25 feet; thence South 64° 02' East, 100 feet, more or less, to the southeasterly line of said Lot 146; thence along said line North 25° 32' East, 100.25 feet to the most easterly corner of said Lot 146; thence North 64° 02' West, 99.7 feet to the point of beginning.

Excepting therefrom that portion conveyed to Harry Berman and Mildred Alice Berman, his wife, by Deed recorded August 18, 1959 in Book 1691 Official Records, page 449, under Recorder's Serial No. F-83898, Sonoma County Records.

Parcel Two:

Being all of Lot 147 as the same is numbered and designated on the Official Map of said City of Petaluma, as made by Jas. T. Stratton, Esq., Surveyor, and fronting 42.4 feet on the Southerly side line of Third Street, between "B" and "C" Streets, in said City, and extending back equal width 100.5 feet.

EXHIBIT B  
RISK MANAGEMENT PLAN

**Exhibit B**  
**Draft Residual Risk Management Plan**

**Section 1.0 Background**

The Property situated at B Street and Petaluma Boulevard South, in the City of Petaluma, County of Sonoma, State of California, which is more particularly described in Exhibit A (the "Property"). The Property is located within an area comprising commercial, mixed use, residential, and light industrial uses in Petaluma, Sonoma County.

Soil at the Property is believed to have been contaminated by the historic use of the property for the operation of a gasoline service station conducted by previous owners and/or tenants at the Property. Soil and groundwater are impacted with organic and inorganic chemicals including total petroleum hydrocarbons (TPH) as gasoline and volatile organic compounds (VOCs), principally benzene, which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. Soil vapor at the Property has also been impacted by TPH and benzene.

The Property has been the subject of extensive soil, groundwater and soil vapor investigations in recent years. The underground storage tanks (USTs) and contaminated soil accessible around the gasoline station portion of the Property have been excavated and removed. A waste oil UST was also removed from the Property, and a small volume of associated contaminated soil was found and removed.

In order to control potential impacts associated with residual contaminants in soil, groundwater, and soil vapor, the redevelopment of the Property will incorporate the following mitigation measures:

1. The entire surface of the Property will be covered with buildings and associated hardscape.
2. The first floor of the Property will be restricted to industrial, commercial, and/or office space use only.
3. A Liquid Boot® membrane/liner or equivalent will be installed beneath the slabs of all buildings constructed at the Property.
4. A LiquidBoot® GeoVent system or equivalent will be incorporated beneath the slabs of all buildings constructed at the Property.
5. A deed covenant and this Risk Management Plan (RMP) have been recorded and implemented at the Property. The purpose of the RMP is to identify activities where residual contaminants may be encountered, provide a notification procedure for those activities, develop procedures to ensure the integrity of the remedial controls, and to develop health and safety procedures to ensure safe and proper handling of the impacted soil and groundwater.

Based upon the above mitigation measures, it is anticipated that Sonoma County Local Oversight Program (“Sonoma County”) will issue a no further action letter for the Property.

## **Section 2.0 Activities Covered by the RMP**

The following activities are restricted at the Property, and will require notification and written permission as outlined in Section 3.0.

- a. Disturbing (excavating, removal, drilling or otherwise compromising the integrity of) the hardscape surface of the Property.
- b. Disturbing the building slabs and LiquidBoot® membrane / liner or equivalent.
- c. Subsurface activities in the area of the LiquidBoot® GeoVent system or equivalent.
- d. Groundwater extraction and/or construction dewatering.
- e. Soil or groundwater sampling.
- f. Soil reuse or disposal.

In addition, groundwater extraction and any project/activity whose primary purpose is environmentally related or any project that involves disturbing more than five cubic yards of soil shall not be implemented within the Property boundary, without prior written approval from Sonoma County or a succeeding agency.

## **Section 3.0 Responsibilities and Notification Requirements**

The current property owner will be responsible for complying with the land use covenant and procedures outlined within the RMP. It is the owner’s responsibility to ensure that all lessees and contractors that may perform intrusive and subsurface work at the Property are aware of all potential risks and requirements outlined in the land use covenant and RMP.

The following notification must be provided if any of the activities listed in Section 2.0 are performed at the Property.

- A. Internal – Prior to the commencement of any intrusive or subsurface activities identified in Section 2.0, the Owner’s Representative, listed below, must be notified in writing, and written approval must be obtained from the Owner’s Representative. Notification shall consist of a written plan describing in detail the proposed restricted activity and showing the locations of all subsurface activities. Any excavation will be restricted to the designated area and depth as outlined within the plan unless additional written approval is granted by the Owner’s Representative. A site-specific and project-specific health and safety plan (“HASp”) must also be developed in accordance with 29 Code of Federal Regulations (29 CFR) and approved by the Owner’s Representative.
- B. External - At least three working days prior to the commencement of any intrusive or subsurface activities identified in Section 2.0, the Owner must notify Sonoma County or a succeeding agency, at this time Regional Water Quality Control Board in writing. The written notification shall describe in detail the type, cause, location and date of the intrusive or subsurface activities. Written approval from the County will be required for any project/activity whose primary

purpose is environmentally related or for any project that involves disturbing more than five cubic yards of soil. The Sonoma County representative currently charged with the project site is listed below. In addition, the Regional Water Quality Control Board Representative is listed.

- C. External - The Owner shall notify Sonoma County of each of the following: (1) The type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Property pursuant to the requirements of Sonoma County, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to Sonoma County shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs.

	Phone Number	Email
<b>Owner's Representative</b>		
Ross Jones	(707) 971-9400	rossjones@hotmail.com
<b>Sonoma County Representative</b>		
Glenn Morelli	(707) 565-6573	glenn.morelli@sonoma-county.org
<b>Water Board Representative</b>		
John Jang	(510) 622-2366	jjang@waterboards.ca.gov

The current Property owner will be responsible for maintaining a current contact list. The contact information must be updated annually or as needed.

#### **Section 4.0 Health and Safety Plan Requirements**

Due to the potential exposure to residual TPH, and benzene that remains at the Property, a site-specific and project-specific HASP must be developed if any of the activities identified in Section 2.0 are performed at the Property. The HASP must be developed in accordance with 29 CFR and must address at a minimum potential exposure due to dermal contact and inhalation of residual TPH and benzene. The HASP must also specify an air monitoring program for VOCs when performing subsurface earth work and appropriate personal protective equipment ("PPE") to be used.

#### **Section 5.0 Requirements for Disturbances to Hardscape, Building Slabs and GeoVent System**

##### **A. Hardscape**

As indicated in Section 3.0, a written plan must be prepared for any work in which the hardscape will be disturbed. The plan must include a description of the method by which the hardscape will be reinstated, and the schedule for the reinstatement of the hardscape. The plan must be approved by the Owner's Representative. The reinstatement of the hardscape must be completed to the satisfaction of the Owner's Representative, and must prevent contact with subsurface soils and infiltration of surface water. The Owner's

Representative must document the reinstatement of the hardscape.

**B. LiquidBoot® Membrane and GeoVent System**

Disturbance to the LiquidBoot® membrane under the building slab and / or GeoVent system should be avoided. If disturbance is unavoidable, a written plan must be prepared and must include a description of the method by which the membrane and / or GeoVent system will be reinstated. The plan must be approved by the Owner's Representative. The repair of the membrane and / or GeoVent system must be completed to the satisfaction of the Owner's Representative. The Owner's Representative must retain documentation on the reinstatement of the membrane and / or GeoVent system and must make the documentation available to the Sonoma County on request.

**Section 6.0 Soil and Groundwater Management Requirements**

**A. Soil Management**

A site-specific soil management plan (SMP) must be developed prior to the implementation of restricted activities listed in Section 2.0. At a minimum, the SMP should include dust control and monitoring measures, and management of soil stockpiles, etc.

All soil at the Property must be handled in accordance with applicable local, state and federal regulations, the site- and project-specific HASP, and the site-specific SMP. If any soil is to be disposed off-site, the soil must be tested for the applicable landfill acceptance criteria. At a minimum these are to include TPH, and benzene.

**B. Groundwater Management**

No groundwater shall be extracted and / or discharged from the Property without prior approval from Sonoma County or successor agency. Prior approval from other agencies may also be required. If dewatering activities will be conducted within the Property, then a groundwater sampling and handling plan must be developed and approved by the Owner's Representative and Sonoma County.

**C. Decontamination**

All equipment used in subsurface activities will be decontaminated before leaving the Property using visual inspection to verify that residual soils or groundwater have been removed. In addition, all operations that have the potential to generate or release hazardous materials will be conducted in a controlled area using appropriate engineering controls. Specific decontamination techniques will be established based on conditions at the Property, and the activities to be performed. Decontamination procedures will be reviewed with all personnel on-site.

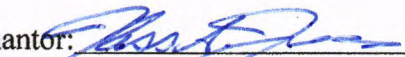
**Section 7.0 Annual Summary Report**

The Owner's representative shall submit an annual summary report to Sonoma County or succeeding agency that describes in detail the type, cause, location and date of all of the previous year's disturbance to any hardscape or mitigation measure, any remedial

measures taken or remedial equipment installed, and any groundwater monitoring system installed on the Property pursuant to the requirements of the Sonoma County, which could affect the ability of such mitigation measures, remedial measures and/or equipment, or monitoring system to perform their respective functions and the type and date of repair of such disturbance.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: 

By: ROSS A. JONES, TRUSTEE

Title: OWNER



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SONOMA

On 02/13/2019 before me, Maureen McGuigan, Notary Public  
(insert name and title of the officer)

personally appeared ROSS A. JONES,  
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 Maureen E. McGuigan (Seal)

