City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: May 19, 2009

SUBJECT: Consider Landowner Appeal for Waiver to Ordinance for Sewer Utility Tie-in and Execute Enclosed Utility Fee Deferral Agreement for 1680 East Main Street

Report in Brief

The property at 1680 East Main Street is owned by Mr. Mark Lasher and leased/occupied by the Woodland Motors Auto Dealership. The site is within City Limits but served by private well and septic systems instead of City water and sewer as required under City Ordinance. The property owner is willing to tie-in to City water; however, due to the cost of construction on top of connection/impact fees, Mr. Lasher requests deferral of sewer tie-in and postponement of both water and sewer impact fees for up to four years or upon change in property use or ownership.

Staff recommends that the City Council approve owner's request to defer fees and not connect to City sewer as outlined under the attached agreement and execute the attached agreement with the property owner.

Background

For protection of public health and the groundwater aquifers, City Ordinance precludes ownership of private well and septic systems within City limits, except under circumstances considered "exceptional" or "impractical" as outlined below. The following City Ordinances apply:

Sec. 23C-6-1. Public sewer required. (Ord. No. 952, § 2.)
Except as otherwise provided in this Article, it shall be unlawful for any person to connect to, construct, install or provide, maintain and use any other means of sewage disposal from any building in the city except by connection to a public sewer in the manner as in this chapter provided.

Sec. 23C-6-2. Exception to public sewer requirement. (Ord. No. 952, § 2.)
The city council, in exceptional circumstances, may permit a person to continue to use or construct a septic system which meets the satisfaction of the city engineer and the county health officer and reasonable conditions, including payment of fees for inspection and the like, may be imposed.

Sec. 23C-7-1. Connection to water service required. (Ord. No. 1113, § 1.)
All buildings within the city limits, served with water for any purpose, shall be connected with the city water service. It shall be unlawful for any owner of such premises to fail to cause such connection to be made unless, in the opinion of the public works director or his authorized representative, it is impractical to connect to the city water system. No building shall be connected to any water supply source other than the city water system without a valid permit issued by the public works director.

Private septic systems are one of several sources that contribute to nitrates in groundwater which is a growing concern for the City. Private wells are also of significant concern because they're frequently not constructed or managed to public system standards and, in some cases, they're operating in (and providing a conduit for negatively impacting) the same aquifers from which the City draws its public water supply.

In March 2007, the property owner and lessee were notified by the Yolo County Health Department (YCHD) that their private domestic well violates drinking water standards for excess nitrates. The latest well testing shows it to also be in violation of total coliform standards. In a letter to the owner and lessee, YCHD presented three options for bringing the property into compliance: tie-in to City systems; drill a new well; or install a centralized treatment system. YCHD has been exercising forbearance from further enforcement actions anticipating City enforcement of ordinances requiring tie-in to available utility services which were installed and stubbed out to the property in the early '90s.

In May 2007, the City was approached by the lessee for requirements and costs to tie-in to City systems. After evaluating the accessibility of City utilities, the City Engineer responded in June 2007 with direction to connect to available City utility services. The property lessee responded on behalf of the property owner in July 2007 with a request for a multi-year extension to comply with the requirement pending their decision to move or buy the property from the owner. Since that time, various conversations and meetings were held to address business and property owner economic concerns to balance them with the City's overall policy in fairly and consistently addressing private wells and septic systems throughout Woodland, while holding public and groundwater aquifer protection paramount. The result of those meetings and negotiations is memorialized in the attached proposed agreement.

Discussion

The driving issue behind the lessee's request for an extension (on behalf of the property owner) was the property owner's stated intent to pass the costs for utility tie-in and impact fees on to the lessee, Woodland Motors. Woodland Motors stated this impact would force the consideration of other options including possibly relocating out of Woodland. Construction costs are stated by the property owner to be approximately $100,000 for sewer and $24,000 for water. The water impact fee is $27,986, and the sewer impact fee is $89,026 for a total impact fee of $117,012. Other costs include encroachment permit and inspection fees, City tapping fees and existing well and septic abandonment/construction costs.

The lessee confirms bottled drinking water is provided so no one, purportedly, consumes the well water. This has somewhat mitigated for public safety but remains inadequate for meeting minimum public health standards or groundwater aquifer protection.

Under the proposed agreement, the owner will expedite connection of facilities to the City water system and a California State licensed C-57 contractor will abandon the two private wells on the property per minimum City and County standards. Upon connection, the owner will incur a debt obligation for water impact fees no less than $27,986 due and payable a maximum of four (4) years from the execution of the agreement. The debt obligation will increase if fees increase or if a redevelopment proposal for the property warrants higher fees.

With proper abandonment and sealing of the wells, staff proposes to allow owner continued use of the septic system and leach fields for up to four (4) years. Upon completion of the four (4) year period, owner shall fully abandon all septic system components in accordance with standards in place at that time and connect all sewers to the City's system. Upon connection to the City sewer system, owner will incur a wastewater impact fee debt obligation no less than $89,026 due and payable a maximum of four (4) years from the execution of the agreement. The debt obligation will increase if fees increase or if a redevelopment proposal for the property warrants higher fees. The agreement will be recorded on the property title at owner's expense.

Staff believes that the attached agreement will protect public health, is consistent with City ordinances and policies and recognizes the current economic challenges facing property owners and businesses. The draft agreement prepared by the City Attorney is attached.

Fiscal Impact

The proposed agreement will defer impact fees of $117,012. Deferred fees will grow in proportion to anticipated fee schedule increases in lieu of annual interest so there is no anticipated negative fiscal impact on the City.

Public Contact

Posting of the City Council agenda.

Alternative Courses of Action

1. Approve owner's request to defer fees and not connect to City sewer as outlined under the attached agreement and execute the attached agreement with the property owner.

2. Deny request; Direct owner to comply with Ordinances and connect and abandon all existing private systems and pay all applicable fees.

3. Direct staff to investigate other alternatives.

Recommendation for Action

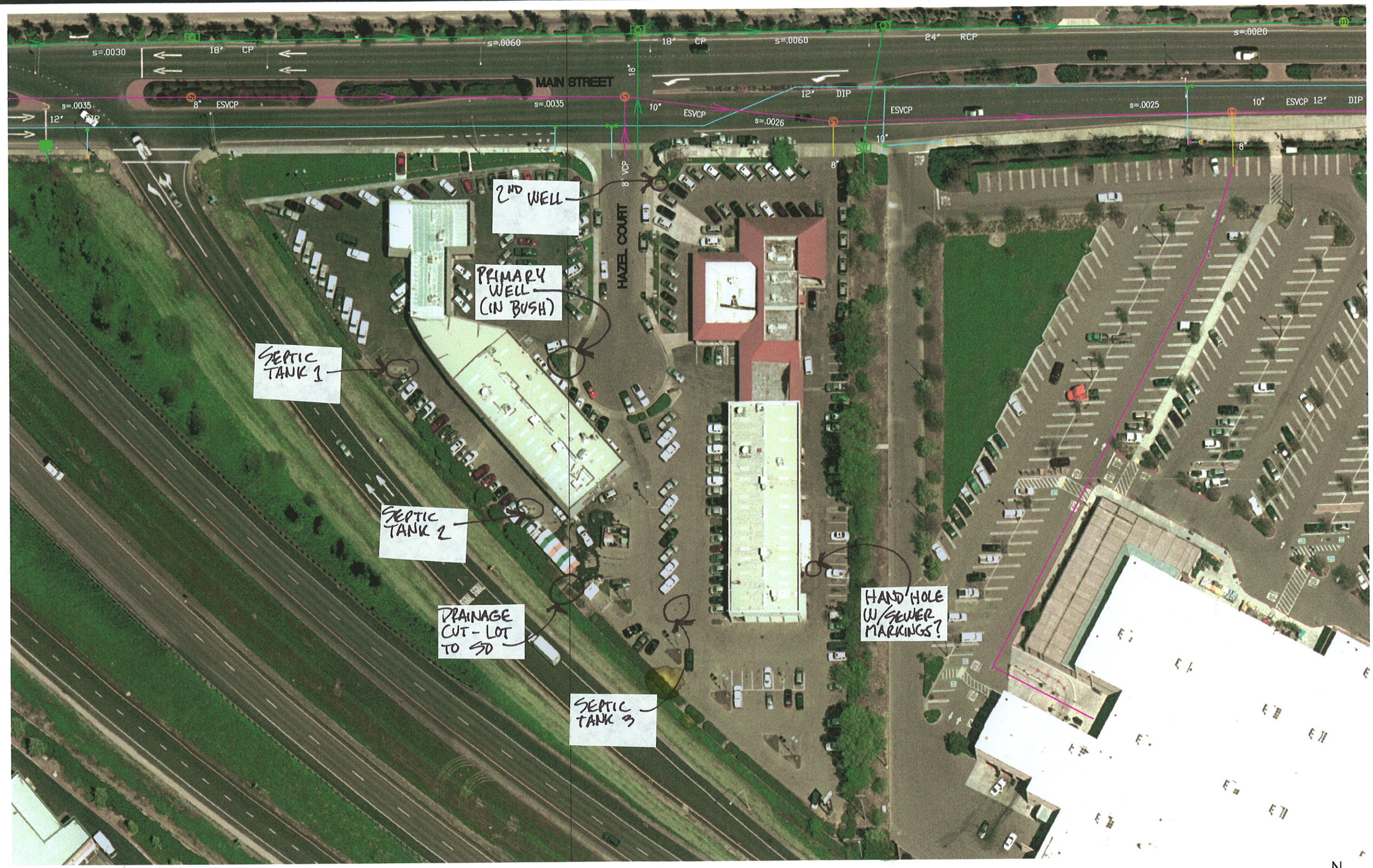
Staff recommends City Council approve Alternative No. 1.

Prepared by: Dick Donnelly, PE
Deputy Director Public Works

Reviewed by: Gregor G. Meyer
Public Works Director

_____
Mark G. Deven
City Manager

Attachments: Location Map
Draft Agreement



80' 0 40' 80'

SCALE: 1" = 80'

HAZEL COURT

CITY OF WOODLAND
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
300 FIRST ST. WOODLAND, CA 95695 (530) 661-5961

N W E S

RECORDED AT THE REQUEST OF
AND RETURN TO:

City of Woodland
300 First Street
Woodland, California 95695
Attn: City Administrator

_____[EXEMPT FROM RECORDING FEE PER GOV. CODE, § 27383]
SPACE ABOVE FOR RECORDER'S USE ONLY

DEFERRED WATER AND SEWER CONNECTION AGREEMENT

This Deferred Water Sewer Connection Agreement is entered into as of this ____ day of _____, 2009 (the "Effective Date"), by and between the City of Woodland, a municipal corporation ("City") and _____ ("Owner"). City and Owner are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. Owner owns certain real property more commonly known as 1680 E. Main Street, Woodland, California, Assessor Parcel Numbers 027-610-19 & 027-610-20 ("Property").

B. The Property is not currently connected to either the City's water or sewer systems, instead relying on private wells and a septic system and leach fields.

C. The intent of this Agreement is to provide for the connection of the Property to the City's water and sewer systems, and the abandonment of the existing private wells, septic system, and leach fields, under the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained in this Agreement the Parties agree as follows:

1. Connection to City Water System. No later than thirty (30) days following the Effective Date, Owner shall: (i) connect all facilities on the Property requiring potable water connections to the City water system; and (ii) abandon the two private wells on the Property.

1.1 Abandonment Standards and Requirements. The abandonment of the wells on the Property shall be completed in accordance with standards established by the City and Yolo County for well abandonment and in accordance with California Groundwater Association Article 299 – Destruction of Water Wells. In connection with the abandonment of the wells, Owner shall

undertake sufficient investigation and abandonment measures to assure the sealing of all groundwater aquifers. The plans and work of abandonment shall be executed by a California State-licensed contractor holding a Class C57 license and experienced in well abandonment, and shall be reviewed and approved by the Public Works Director. Approval by the Public Works Director shall not relieve Owner from ensuring that the work conforms with all other requirements and standards set forth in this Agreement.

1.2 Permits. Prior to commencing any work to abandon the wells, Owner shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful abandonment of the wells on the Property. Owner shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Owner.

1.3 Payment of Connection Fees and Capacity Charges. Upon connection of the Property to the City water system, Owner shall be indebted to the City for the greater of: (i) $27,986.00 (based on the attached fee calculation sheets for water = $9,374 + $18,612); or (ii) the City water impact fees in place when the debt is paid, as those fees are calculated for the then-current use of the Property at the time the fees are paid. This debt shall be due and payable upon the soonest of: (i) four (4) years from the Effective Date of this Agreement; or (ii) in conjunction with an application for any discretionary or ministerial permit or entitlement for the Property, including but not limited to an application for rezoning, a site plan, conditional use permit, or building permit. Nothing in this Agreement shall relieve Owner of the obligation to pay any increased fees or charges owed as a result of a change or expansion in the use of the Property at any time during or subsequent to the term of this Agreement.

1.4 Payment of Water Rates. Upon connection of the Property to the City water system, a service account will be established and billing for water service at the City's then-current rates shall commence.

2. Connection to City Sewer System.

2.1 Continued Use and Abandonment of Septic Tanks and Leach Fields. Provided that the business operated on the Property as of the Effective Date of this Agreement does not materially change in character, Owner may continue to use the existing private septic system and leach field(s) for up to four (4) years from the Effective Date of this Agreement. Upon the soonest of: (i) completion of the four-year period; or (ii) in conjunction with an application for any discretionary or ministerial permit or entitlement for the Property, including but not limited to an application for rezoning, a site plan, conditional use permit, or building permit, Owner shall have produced plans and completed the destruction and sealing of all septic tanks and leach fields from future use. The plan and work shall comply with City, Yolo County and State of California standards for leach field abandonment and shall be reviewed and approved by the Public Works Director. Approval by the Public Works Director shall not relieve Owner from ensuring that the work conforms to all other requirements and standards set forth in this Agreement.

2.1.1 Permits. Prior to commencing any work to properly abandon and seal the septic tanks and leach fields, Owner shall, at its sole cost, expense, and liability, obtain all

necessary permits and licenses and give all necessary and incidental notices required for the lawful destruction and sealing of the leach fields on the Property. Owner shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Owner.

2.2 Payment of Connection Fees and Capacity Charges. Upon connection of the Property to the City sewer system, Owner shall be indebted to the City for the greater of: (i) $89,026.00 (based on the attached fee calculation sheets for sewer = $27,250 + $61,776); or (ii) the City wastewater impact fees in place when the debt is paid, as those fees are calculated for the then-current use of the Property at the time the fees are paid. This debt shall be due and payable upon the soonest of: (i) four (4) years from the Effective Date of this Agreement; (ii) in conjunction with an application for any discretionary or ministerial permit or entitlement for the Property, including but not limited to an application for rezoning, a site plan, conditional use permit, or building permit ; or (iii) upon an application to connect the Property to the City sewer system. Nothing in this Agreement shall relieve Owner of the obligation to pay any increased fees or charges owed as a result of a change or expansion in the use of the Property at any time during or subsequent to the term of this Agreement.

2.3 Payment of Sewer Rates. Upon connection of the Property to the City sewer system, a service account will be established and billing for sewer service at the City's then-current rates shall commence.

3. General Conditions of Work.

3.1 Fees and Charges. Owner shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the work described in this Agreement, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy.

3.2 Contractors' Licenses. Any contractor or subcontractor providing services on the work described in this Agreement shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and such licenses, permits, qualifications and approvals shall be maintained throughout the performance of the work.

3.3 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the work required under this Agreement shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The work shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

3.4 No Guarantee of Service Availability. Nothing in this Agreement shall constitute a guarantee, warranty, or representation on the part of the City that sewer or water capacity or service will be available when Owner seeks to connect to the City sewer or water systems, and this Agreement shall not be deemed a "will-serve" agreement.

4. Default; Notice; Remedies.

4.1 Notice. If Owner neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if the City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, the City may at any time thereafter declare Owner to be in default or violation of this Agreement and make written demand upon Owner to immediately remedy the default or violation ("Notice"). Owner shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, the City may provide the Notice verbally, and Owner shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon the City's issuance of the Notice, Owner shall be liable to the City for all costs incurred to complete the work and all other administrative costs and expenses as provided for in Section 5 of this Agreement.

4.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to the City within the time frame contained in the Notice, the City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Owner, without the necessity of giving any further notice to Owner. The City's right to take such actions shall in no way be limited by the fact that Owner may have performed part, all or none of the work at the time of the City's demand for performance. In the event the City elects to complete or arrange for completion of the remaining work, the City may require all work by Owner to cease in order to allow adequate coordination by the City. If the City elects to complete or arrange for the construction and/or completion of the work, the City may place a lien on the Property for the cost of such work. If the City sues to compel performance of this Agreement, to recover the cost of completing the Work or to enforce the lien, Owner shall pay all reasonable attorney's fees, costs of suit and all other expenses incurred by the City in connection therewith, and the attorney's fees, costs and other expenses shall also become a lien on the Property.

4.3 Other Remedies. No action by the City pursuant to Section 4.0 et seq. of this Agreement shall prohibit the City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. The City may exercise its rights and remedies independently or cumulatively, and the City may pursue inconsistent remedies. The City may institute an action for damages, injunctive relief, or specific performance. Owner acknowledges that failure to timely pay the amounts described in Sections 1.3, 1.4, 2.3, or 2.4 will entitle the City to shut off both water and sewer service to the Property and declare the Property unfit for occupancy.

5. Administrative Costs. If Owner fails to connect to the City's water and sewer utility systems within the time required by this Agreement, or if Owner fails to comply with any other obligation contained herein, Owner shall be liable to the City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

6. Waiver of Future Rights to Use Septic System. By executing this Agreement, Owner permanently and irrevocably, on behalf of Owner and all successors in interest, waives its rights to construct, operate, or maintain private well and septic system, septic tanks, and/or leach fields on the Property.

7. Insurance. Owner shall procure and maintain, and shall require its contractor to procure and maintain, during performance of the work called for in this Agreement a separate policy of insurance in a form and amount acceptable to the City and from a carrier acceptable to the City.

8. Indemnity. Owner shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Owner, its personnel, employees, agents, or contractors in connection with or arising out of the performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of the City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of the City as determined by a court or administrative body of competent jurisdiction. Owner's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its elected officials, officers, employees, or agents.

9. Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, nor any other related entitlement, permit, nor approval issued by the City for the Property shall operate to create the relationship of partnership, joint venture, or agency between the City and Owner. Owner's contractors and subcontractors are exclusively and solely under the control and dominion of Owner. Nothing herein shall be deemed to make Owner or its contractors an agent or contractor of the City.

10. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

11. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

12. Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Owner include all personnel, employees, agents, and subcontractors of Owner,

except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

13. Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY: **OWNER:**

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Administrator

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

14. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15. Waiver. The City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or the City's waiver of any breach of this Agreement, shall not relieve Owner of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether the City's actions are intentional or unintentional. Owner agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the work or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of the City with regards to the authorization, execution or performance of the work or this Agreement.

16. Assignment or Transfer of Agreement. Except to the extent provided by Section 17, Owner shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Owner from any duty or responsibility under this Agreement.

17. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, heirs, and assigns, including any subsequent owner of the Property. Owner shall provide a copy of this Agreement to any prospective purchaser of the Property or any portion thereof at least three (3) days prior to entering into a contract for the sale of the Property or portion thereof to such prospective purchaser. In the event Owner shall convey, transfer or in any manner alienate title to all or any portion of the Property covered by this Agreement, the successors in interest in the fee simple estate or any lesser estate of the Property

shall execute an agreement in the identical form hereof as a condition precedent to said transfer; provided, however, non-compliance with this condition shall in no way be construed to annul or terminate the Agreement, and all rights and duties covered by the Agreement shall be binding on the assigns and successors in interest of the Property.

18. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

19. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Yolo, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Owner expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

21. Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

22. Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the representatives of the parties hereto have executed this Deferred Water and Sewer Connection Agreement as of the date first above written.

CITY:

CITY OF WOODLAND

_____

Marlin H. Davies, Mayor

ATTEST:

_____

Sue Vannucci, City Clerk

OWNER:

_____

NOTARY ACKNOWLEDGMENT

(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2009 before me, _____, notary public, 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 of Notary Public

ATTACHED TO:

NOTARY ACKNOWLEDGMENT

(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2009 before me, _____, notary public, 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 of Notary Public

ATTACHED TO: