

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.25  
(ID # 4179)

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**MEETING DATE:**  
Tuesday, May 23, 2017

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Perris Billboard – Easement Obligations and Conditions Agreement – General Outdoor Advertising (Grantee), District 5, CEQA Exempt [\$0] (Clerk to file Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities; and Section 15061(b)(3), General Rule or “Common Sense” Exemption;
2. Approve the attached Easement Obligations and Conditions Agreement and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Approve the attached Easement Deed and authorize the Chairman of the Board to execute the same on behalf of the County;
4. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction.
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five working days of approval by the Board.

**ACTION:** Policy

Robert Field, Assistant County Executive Officer/EDA 5/8/2017

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: May 23, 2017  
xc: EDA, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2016/17

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On October 4, 2006 the County of Riverside (County) purchased real property located in the City of Perris, Riverside County, California, identified as Assessor's Parcel Number 311-190-018, whereby the seller Fidelity Homes, Inc., reserved an easement (Existing Easement) for the purpose of operating and maintaining an existing advertisement sign.

Fidelity Homes Inc., entered into a separate lease agreement with Outdoor Sign Systems, Inc., for the limited purpose of operating and maintaining an existing advertisement sign, on the Existing Easement area, consisting of approximately 3,436 square feet. Fidelity terminated the lease with Outdoor Signs and Granted the Existing Easement to GOA by virtue of a Grant Easement dated March 13, 2017 and recorded on March 21, 2017 as Instrument #2017-0113849 recorded in the Official Records of Riverside County. Subsequently, GOA has requested to expand their leasehold area by about 500 square feet and in order to accommodate a newly designed digital billboard. The billboard replacement will increase GOA's footprint to approximately 3,921 square feet.

The Real Estate Division of the Economic Development Agency (EDA) accepted the request and set forth the chain of events that would need to occur in order to satisfy the expansion area, as defined on the attached Easement Obligations and Conditions Agreement. Moreover, GOA shall tender an annual fee in the amount of \$6,000 to the County and the first installment shall be provided prior to the date that County sets the matter for Board consideration and approval. GOA shall also reimburse EDA for all staff and processing costs associated with this Agreement within thirty days of an accounting thereof. Additionally, prior or concurrently to the construction, GOA must provide information and confirmation that all issues and requisite permits have been obtained from any local, state or federal jurisdiction and/or agencies. Finally, GOA shall maintain the easement area in a good and workmanlike manner, and provide an eight second advertising slot, every minute, 24 hours a day, 7 days a week for any public service announcement that the County deems necessary.

In turn, the County shall issue an Easement Deed in favor of GOA and execute all such other documents if any and as necessary to grant GOA the increased easement area. The Easement Obligations and Conditions Agreement has been reviewed and determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption as it will not result in direct impacts to the physical environment or reasonably foreseeable indirect effects.

**Impact on Citizens and Businesses**

The new digital billboard will serve as a more attractive marketing mechanism, where local business can display ads and announcements. Additionally, the eight second slot that shall be provided to the County will aid in conveying any public service announcement to the travelers on I-215.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

There is no net County cost associated with this transaction.

**Attachments:**

Aerial image

Easement Obligations and Conditions Agreement

Easement Deed

RF:JVW:VC:VY:JR:ra 256FM 18.163 13218

MinuteTrak: 4179

  
Rohini Lakshmi, Principal Management Analyst

5/15/2017

  
Gregory H. Priamos, Director County Counsel

5/9/2017



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

5/24/17      kb  
Date                      Initial

### NOTICE OF EXEMPTION

May 4, 2017

**Project Name:** Perris Digital Billboard Easement Obligations and Conditions General Outdoor Advertising, County of Riverside

**Project Number:** FM0417200256

**Project Location:** Adjacent to the west of Highway 215, north of East San Jacinto Avenue, east of South G Street, Assessor's Parcel Number (APN) 311-190-018, City of Perris, Riverside County (See attached exhibit)

**Description of Project:** The County of Riverside (County) previously acquired real property located in the City of Perris, Riverside County, California, identified as APN 311-190-018, whereby the seller Fidelity Homes, Inc. (Fidelity), reserved an easement for the purpose of operating and maintaining an existing billboard. Fidelity entered into a separate lease agreement with General Outdoor Advertising (GOA) for the limited purpose of operating and maintaining an existing advertisement sign, on the existing easement area, consisting of approximately 3,436 square feet. Fidelity terminated the lease with Outdoor Signs, and granted the Existing Easement to GOA by virtue of a Grant Easement dated March 13, 2017 and recorded on March 21, 2017. Subsequently, GOA has requested to expand their leasehold area by about 500 square feet, in order to accommodate a digital billboard. The billboard replacement will increase GOA's footprint to approximately 3,921 square feet.

The Economic Development Agency, Real Estate Division (EDA) accepted the request, and set forth the chain of events that would need to occur in order to satisfy the expansion area which is identified in the Easement Obligations and Conditions. GOA shall tender an annual fee to the County, and the first installment shall be provided prior to the date that County sets the matter for Board consideration and approval. GOA shall also reimburse the EDA for all staff and processing costs associated with this Agreement within thirty days of an accounting thereof. Additionally, prior or concurrently to the construction, GOA must provide information and confirmation that all issues and requisite permits have been obtained from any local, state, or federal jurisdiction or agencies. Lastly, GOA shall perform periodic weed abatement in the easement area, and provide an eight second advertising slot, every minute, 24 hours a day, 7 days a week for any public service announcement that the County deems necessary.

The approval of the Easement Obligations and Conditions Agreement with GAO authorizing 3,921 square feet for use as billboard space is identified as the proposed project under the California Environmental Quality Act (CEQA). The approval of the design, specifications and terms of operation of the physical digital billboard to be placed on County land is outside the jurisdiction approval authority of the County and will occur as a separate action. The proposed project is limited to the ownership and authorization of use of the easement area.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency, General Outdoor Advertising

MAY 23 2017      3.25

- |                       |                        |                               |                       |
|-----------------------|------------------------|-------------------------------|-----------------------|
| Administration        | Housing                | Economic Development          | Parking               |
| Aviation              | Housing Authority      | Edward-Dean Museum            | Project Management    |
| Business Intelligence | Information Technology | Environmental Planning        | Purchasing Group      |
| Cultural Services     | Maintenance            | Fair & National Date Festival | Real Property         |
| Community Services    | Marketing              | Foreign Trade                 | Redevelopment Agency  |
| Custodial             |                        | Graffiti Abatement            | Workforce Development |

**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under California Code of Federal Regulations, Title 14, Chapter 3, Articles 5 and 19, Sections 15061 and 15300 to 15301.

**Reasons Why Project is Exempt:** The proposed project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor does the project involve any unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. The approval of the Easement Obligations and Conditions Agreement would have no direct effects on the environment and the indirect effects would result in continuing use of the site in a similar capacity, as advertising space, and would not result in the need for additional infrastructure. No significant environmental impacts would occur with the Easement Obligations and Conditions Agreement.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the execution of an easement agreement. The area of the property devoted to the easement will increase from the existing easement by approximately two percent. The easement area would result in no direct physical effects, will have substantially the same purpose of use and capacity, and require no new infrastructure. As a result, the additional easement area would be considered a negligible increase; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The easement GOA will not result in any direct or reasonably foreseeable indirect physical environmental impacts. As stipulated by the terms of the easement, the design and operation of a digital billboard on the easement will require approval from the California Department of Transportation (Caltrans), which has jurisdiction over billboards adjacent to their right-of-ways. Any potential change in the specifications or operation of the billboard from its existing allowable use will require a discretionary action by Caltrans which will include the appropriate level of environmental review. It is reasonably foreseeable that the evaluation by Caltrans will minimize or eliminate any potential environmental effects regarding any changes in specifications or operation from the existing billboard. Therefore, no direct or unforeseeable indirect effects would occur from the new area identified in the easement with GOA. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: \_\_\_\_\_

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Economic Development Agency

Date: \_\_\_\_\_

5/4/17

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Perris Digital Billboard Easement, County of Riverside**

**Accounting String: 524830-47220-7200400000- FM0417200256**

DATE: May 4, 2017

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

PRESENTED BY: Jose Ruiz, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: May 4, 2017  
To: Mary Ann Meyer, Office of the County Clerk  
From: Mike Sullivan, Senior Environmental Planner, Project Management Office  
Subject: **County of Riverside Economic Development Agency Project # FM0417200256**  
Perris Digital Billboard Easement, County of Riverside

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #1330**

**Attention: Mike Sullivan, Senior Environmental Planner,**

**Economic Development Agency,**

**3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

**If you have any questions, please contact Mike Sullivan at 955-8009.**

Attachment

cc: file

Recorded at request of and return to:  
General Outdoor Advertising  
Attn: Tim Lynch  
632 S. Hope Avenue  
Ontario, California 91761

FREE RECORDING  
This instrument is for the benefit of  
the County of Riverside, and is  
entitled to be recorded without fee.  
(Govt. Code 6103)

(Space above this line for Recorder's use)

## EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California Grant(s) to SAN DIEGO OUTDOOR ADVERTISING, INC., a California corporation dba GENERAL OUTDOOR ADVERTISING (GOA), a perpetual, non-exclusive easement for the limited purpose of erecting, maintaining, repairing, replacing, operating and managing the Billboard (the "Billboard") including the right of pedestrian and/or vehicular egress and ingress in order to allow GOA and its agents access to the Land, over, upon, across and within the real property in the County of Riverside, State of California (the "Property"), more fully described in Exhibit "A," and fully depicted in Exhibit "B," subject to all obligations and conditions as set forth in that Easement Obligations And Conditions Agreement By And Between County Of Riverside And General Outdoor Advertising approved by the Riverside County Board of Supervisors on May 23, 2017 as Agenda Item 3.25.

MAY 23 2017 3.25



Attached to:  
Easement Deed  
COR to San Diego Outdoor Advertising, Inc.

Dated: May 23, 2017

**GRANTOR:**

County of Riverside, a political subdivision  
of the State of California

By: 

John F. Tavaglione, Chairman  
Board of Supervisors

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By: 

Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: 

Synthia M. Gunzel  
Supervising Deputy County Counsel

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.

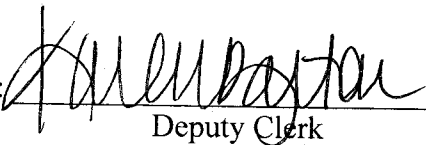
STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } §

On May 23, 2017, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

(SEAL)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**(INGRESS / EGRESS AND SIGNAGE EASEMENT)**

BEING A PORTION OF LOTS "A" AND "B", OF BLOCK 17 OF FIGADOTA FARMS NO. 2, FILED IN BOOK 16 OF MAPS AT PAGE 63, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OFFICIAL RECORDS OF SAID COUNTY, SITUATED WITHIN SECTION 29, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAN JACINTO AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 215, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 123 OF RECORDS OF SURVEYS, AT PAGES 24 AND 25, OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 89°33'00" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 10.00 FEET;

**THE FOLLOWING SIX (6) COURSE ARE ALONG THE WESTERLY AND SOUTHWESTERLY LINE OF THAT CERTAIN (INGRESS / EGRESS AND SIGNAGE EASEMENT) RECORDED IN GRANT DEED RECORDED OCTOBER 31, 2006 AS DOCUMENT NO. 2006-0801330 OFFICIAL RECORDS OF SAID COUNTY RECORDER:**

1. THENCE NORTH 00°06'34" WEST A DISTANCE OF 58.80 FEET;
2. THENCE NORTH 52°05'38 WEST A DISTANCE OF 43.20 FEET;
3. THENCE NORTH 87°29'32" WEST A DISTANCE OF 40.32 FEET TO THE **TRUE POINT OF BEGINNING**;
4. THENCE CONTINUING NORTH 87°29'32" WEST A DISTANCE OF 14.81 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.00 FEET;
5. THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°44'19", AN ARC LENGTH OF 15.31 FEET;
6. THENCE NORTH 00°14'47" EAST A DISTANCE OF 10.76 FEET;

THENCE SOUTH 37°54'22" WEST A DISTANCE OF 23.03 FEET;

THENCE SOUTH 52°05'38" EAST A DISTANCE OF 32.35 FEET;

THENCE NORTH 37°54'22" EAST A DISTANCE OF 21.04 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 484 SQUARE FEET MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

  
RICHARD S, FURLONG P.L.S. 8422 DATE 1-31-17

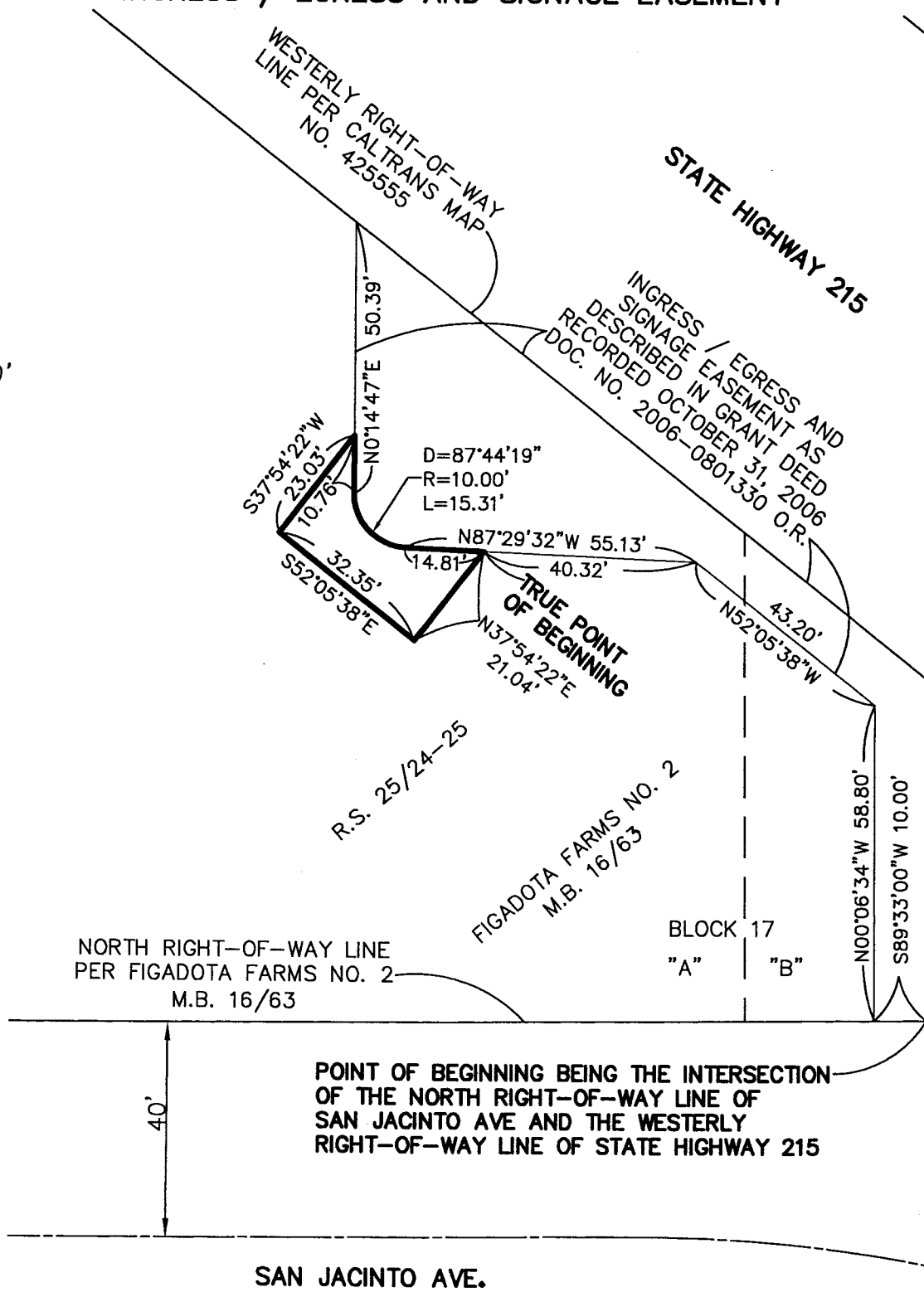


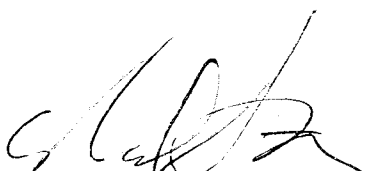
# EXHIBIT "B"

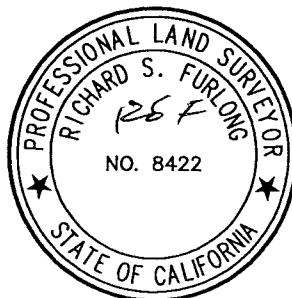
## INGRESS / EGRESS AND SIGNAGE EASEMENT



SCALE 1"=30'



 1-31-17  
 RICHARD S. FURLONG, P.L.S. 8422 DATE



EASEMENT OBLIGATIONS AND CONDITIONS AGREEMENT  
BY AND BETWEEN  
COUNTY OF RIVERSIDE  
AND GENERAL OUTDOOR ADVERTISING

This Easement Obligations and Conditions Agreement by and Between County of Riverside and General Outdoor Advertising (this "**Agreement**") is hereby entered into on May 23, 2017 (**Effective Date**) by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (**County**), and SAN DIEGO OUTDOOR ADVERTISING, INC., a California corporation dba GENERAL OUTDOOR ADVERTISING (**GOA**). County, and GOA may sometimes hereinafter collectively be referred to as the "**Parties**".

RECITALS

WHEREAS, the County is the owner of certain fee simple interest in real property located in the City of Perris, Riverside County, California, consisting of .54 acres of land with public facility improvements adjacent to the I-215 highway North of 4<sup>th</sup> Street (**Property**), identified with Assessor's Parcel Number 311-190-018 more particularly described in **Exhibit A**, attached hereto and by this reference incorporated herein; and

WHEREAS, County acquired the Property from Fidelity Homes, Inc. ("**Fidelity**") whereby Fidelity Homes, Inc. reserved an easement (**Original Easement**) with certain conditions for the limited purpose of operating and maintaining an existing advertising sign as described in the Easement Deed dated October 4, 2006 and recorded on October 31, 2006, as Instrument #2006-0801330, recorded in the Official Records of Riverside County; and

WHEREAS, Outdoor Sign Systems, Inc. ("**Outdoor Sign**") and Fidelity, entered into a twenty (20) year lease commencing December 1, 2005 for Outdoor Sign to use the Original Easement area for the limited purpose of operating and maintaining an existing advertising sign (the "**Lease**"); and

WHEREAS, Fidelity terminated the lease with Outdoor Sign, and Granted the Original Easement to GOA by virtue of a Grant Easement dated March 13, 2017 and recorded on March 21, 2017, as Instrument #2017-0113849 in the Official Records of Riverside County; and

WHEREAS, GOA has requested to increase the current boundaries of the Original Easement area to accommodate certain upgrades and improvements to the existing outdoor advertising sign, such as installing an electronic advertising sign of increased width, and installation of utilities to power said electronic advertising sign under the terms

of the this Agreement; and

WHEREAS, County desires to grant the increased easement area ("**Increased Easement Area**") in favor of the GOA for consideration, provided GOA satisfies certain conditions as further described herein; and

WHEREAS, the Original Easement when combined with the Increased Easement Area shall be defined as the Billboard Easement ("**Billboard Easement**"); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

#### AGREEMENT

1. **Grant of Increased Easement Area.** Subject to satisfaction of the obligations provided herein this Agreement, County agrees to grant a perpetual, non-exclusive Increased Easement Area in favor of GOA as depicted in **Exhibit B** attached hereto, pursuant to the consideration set forth in Section 3, and the conditions and obligations prescribed in Section 4 of this Agreement.

2. **Closing Date.** This transaction shall close when the Parties have timely performed their respective obligations within sixty days (60) following the full approval and execution of this Agreement (**Closing Date**). For purposes of this Agreement, the Closing Date shall mean the granting of the Increased Easement Area from County to GOA by the Parties in accordance with this Agreement.

3. **Consideration from GOA to County.** GOA shall provide consideration to the County for the Increased Easement Area in the following forms:

3.1 GOA shall tender an annual fee in the amount of six thousand dollars (\$6,000) payable to the County prior to or on the anniversary of the closing date.

3.2 GOA shall tender the first year's fee prior to the date County sets this matter for Board consideration and approval. GOA shall also reimburse County for all staff and processing costs associated with this Agreement within thirty (30) days of an accounting thereof.

3.3 GOA shall provide to the County one, eight (8) second advertising slot, every minute, 24 hours a day, 7 days a week for any public service announcement that the County, in its sole discretion, deems necessary, as long as the sign exists.

3.4 GOA shall preempt all advertising for two hours on both sign faces for any message that the County, in its sole discretion, deems an emergency situation.

3.5 After the two hour time frame, if the emergency situation is still in effect, the

emergency message will be added into the regular rotation as an eight (8) second slot every minute, 24 hours a day, 7 days a week, on both faces, until the County, in its sole discretion, believes the emergency is resolved.

**4. GOA Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of the County, the close of this transaction shall be conditioned upon the timely performance by GOA of all obligations required of GOA by the terms of this Agreement.

**4.1 GOA shall satisfy the following:**

4.1.1 GOA must provide information and confirmation that all issues have been resolved and requisite permits have been obtained from any local, state or federal jurisdictions or agencies.

4.1.2 GOA agrees to obtain any approvals that may be required by the California Department of Transportation Caltrans, and to provide proof of such approvals to County.

**4.2 Conditions:**

4.2.1 Documentation that all the requisite approvals and permits have been obtained by GOA to County; and

4.2.2 GOA has tendered all payments due to County.

4.2.3 Shall provide all such other documents, if any, as necessary to close this transaction.

**5. County's Obligations and Conditions Precedent to Close of this Transaction.**

For the benefit of GOA, the close of this transaction shall be conditioned upon the timely performance by County of all obligations required of County by the terms of this Agreement.

**5.1 County shall provide:**

5.1.1 An Easement Deed in favor of GOA, substantially in the form attached as **Exhibit C**, attached hereto and by this reference incorporated herein.

5.1.2 Shall provide all such other documents, if any, as necessary to close this transaction.

**6. Billboard Easement Use.** The Increased Easement Area may be used by GOA for any lawful activity in connection with the construction, maintenance, repair, dismantling, replacement, alteration, improvement, operation, illumination and use of outdoor advertising sign structures, appurtenances and related property and equipment

(the **Billboard**) over, under, upon and across that portion of the Property legally described on Exhibit A attached hereto and made a part hereof. County reserves the right to use the Billboard Easement area for any purpose which does not unreasonably interfere with the easement hereby created.

## 7. **Obligations of GOA for Use of Increased Easement Area.**

7.1 GOA shall provide to the County one, eight (8) second advertising slot, every minute, 24 hours a day, 7 days a week for any public service announcement that the County, in its sole discretion, deems necessary, as long as the sign exists.

7.2 GOA shall preempt all advertising for two hours on both sign faces for any message that the County, in its sole discretion, deems as an emergency situation.

7.3 After the two hour time frame, if the emergency situation is still in effect, the emergency message will be added into the regular rotation as an eight (8) second slot every minute, 24 hours a day, 7 days a week, on both faces, until the County, in its sole discretion, believes the emergency is resolved.

7.4 **Insurance.** Without limiting or diminishing GOA's obligation to indemnify or hold the County harmless, GOA shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

7.4.1 **Workers' Compensation.** If GOA has employees as defined by the State of California, GOA shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

7.4.2 **Commercial General Liability.** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of GOA's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

7.4.3 **Vehicle Liability.** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then GOA shall maintain liability



insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

7.4.4 General Insurance Provisions - All lines.

7.4.4.1 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

7.4.4.2 GOA must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the Country's Risk Manager, GOA's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

7.4.4.3 GOA shall cause GOA's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If GOA's insurance carrier(s) policies does not meet the minimum notice requirement found herein, GOA shall cause GOA's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.*

7.4.4.4 In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *GOA shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of*

*Insurance.*

7.4.4.5 It is understood and agreed to by the parties hereto that GOA's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

7.4.4.6 If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the GOA has become inadequate.

7.4.4.7 GOA shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7.4.4.8 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

7.4.4.9 GOA agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**7.5 Indemnification.** GOA shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of GOA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of GOA, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. GOA shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by GOA, GOA shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes GOA's indemnification to Indemnitees as set forth herein.

GOA's obligation hereunder shall be satisfied when GOA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe GOA's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the GOA from indemnifying the Indemnitees to the fullest extent allowed by law.

7.6 GOA agrees to comply with all laws, ordinances, rules and regulations of all governmental authorities applicable to the use or maintenance of the Billboard and the Billboard Easement at all times.

7.7 GOA covenants and agrees not to permit or commit waste or create a nuisance on the Billboard Easement and to maintain the Billboard in a good and workmanlike manner, to not throw litter or trash on the Property and to repair any damages to the Property occasioned by Grantee, its employees, subcontractors, and/or agents' use of the Billboard Easement

7.8 GOA agrees to pay before the same become delinquent all charges for utilities used or consumed on the Billboard Easement by GOA. GOA shall also pay for all connection, disconnection, and installation fees, deposits and service charges, or any similar or related fees, charges, or expenses, if any, except those charges associated with any relocation of utilities occasioned by County

7.9 GOA shall not allow any liens or encumbrances to be filed against the Billboard Easement or the Property, or any portion thereof.

7.10 GOA shall be responsible for the payment of all ad valorem taxes, mechanic's or materialmen's liens assessed against the Property, and GOA shall be responsible for the payment of all taxes separately assessed against the Billboard Easement the Billboard structure(s) including any possessory interest taxes, and any licenses, fees, permits and similar charges which may be lawfully imposed upon GOA for the use or operation of the Billboard Easement.

7.11 GOA agrees that it shall perform, or cause to be performed, the maintenance of all hardscaped and landscaped surfaces, including all weed abatement, lighting and other utilities, fencing, fixtures, driveways, access routes, and other improvements located at any time within the Property.

7.12 The easements granted herein shall also include the right to use, during the construction period, such areas adjacent to the Billboard Easement as may be reasonably necessary for the performance of the work and for access to the work during construction. Such access may require the temporary removal of fencing on the Property. GOA agrees that any fencing so removed will be replaced at the sole expense of GOA upon completion of the construction.

7.13 GOA shall comply with all valid and applicable statutes, ordinances, regulations, rules, and orders that concern the Premises or the Billboard and are enacted or issued by any federal, state, or local governmental entity with jurisdiction over the Increased Easement Area or the Billboard (including the County) whether enacted or issued before, on, or after the Effective Date.

8. **Mutual Obligations.** The terms and conditions provided herein are part of the consideration and are material to the granting of the Increased Easement Area. The Parties acknowledge that the rights created by this Agreement and the performance of the respective obligations and shall survive consummation of the Agreement. The Parties shall be due the benefit of the consideration and rights created herein until such time full performance of the all the obligations is complete.

9. **Cooperation.** The Parties agree to cooperate with each other in the implementation of this Agreement and perform any and all acts necessary to carry out the intent of this Agreement. Without limiting the foregoing, the Parties agree to provide necessary approvals, and execute, acknowledge, and deliver any and all additional papers, documents and other assurances as may be necessary to carry out the intent of the Agreement. The Parties intend that execution and delivery of the Easement Deed by the County to Escrow Holder or another party mutually agreed to by the parties will occur within the times described herein Section 2 and after the Parties have performed all the necessary activities to proceed with the conveyance and have obtained authorization from its respective governing bodies or authorized delegates.

10. **Notice.** Any notice to be given or other document(s) to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

If to the County:  
County of Riverside  
Economic Development Agency  
Real Estate Division  
ATTN: Vince Yzaguirre  
3404 Tenth St, Suite 400  
Riverside, CA. 92501

If to GOA:

Tim Lynch  
General Outdoor Advertising  
632 S. Hope Ave.  
Ontario, CA. 91761

11. **Conflict of Interest.** No member, official or employee of the County, shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

12. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole interests and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

13. **Assignment.** This Agreement shall not be assigned by any Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this Agreement without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.

14. **Governing Law and Jurisdiction.** The Parties agree that in the exercise of this Agreement, the Parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with this transaction. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. **Paragraph Titles.** The paragraph titles of this Agreement are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the Parties set out in this Agreement.

16. **Ambiguities.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

17. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the

Parties at the time of execution of this Agreement. This Agreement may only be modified or amended by the mutual consent of the Parties in writing.

18. **Authority to Execute.** The individuals executing this Agreement and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.

19. **Counterparts.** The Parties may execute duplicate originals (counterparts) of the Agreement or any other documents that they are required to sign or furnish pursuant to the Agreement.

20. **Successor-In-Interests.** The terms and conditions of this Agreement shall bind the successors-in-interests to the Parties, respectively.

21. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

22. **Mutual Understanding.** This Agreement is the result of negotiations between the parties and is intended by the parties to be a final expression of their understanding with respect to the matters herein contained. No provision contained herein shall be construed against the County solely because it prepared this Agreement in its executed form.

23. **Modification.** This Agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

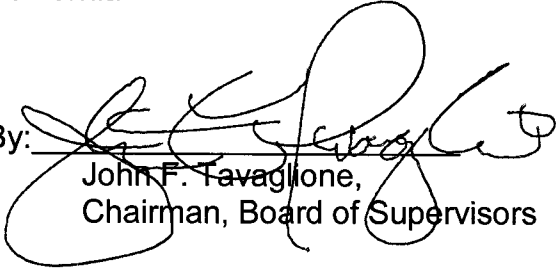
THIS AGREEMENT WILL BE NULL AND VOID IF NOT DULY APPROVED AND EXECUTED BY ALL PARTIES.

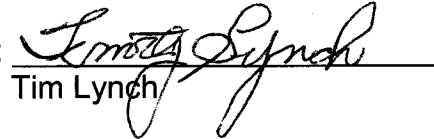
[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first written above.

COUNTY OF RIVERSIDE,  
A political subdivision of the State of  
California

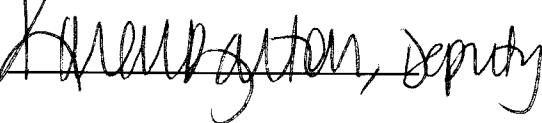
SAN DIEGO OUTDOOR  
ADVERTISING, INC., dba General  
Outdoor Advertising, a California  
Company

By:   
John F. Favaglione,  
Chairman, Board of Supervisors

By:   
Tim Lynch

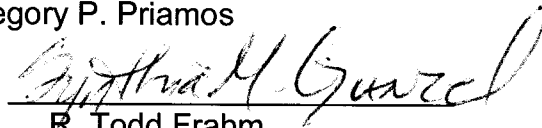
ATTEST:

CLERK OF THE BOARD  
Kecia Harper-Ihem

By:   
Kecia Harper-Ihem, deputy

APPROVED AS TO FORM:  
COUNTY COUNSEL

Gregory P. Priamos

By:   
R. Todd Frahm  
Deputy County Counsel

**SYNTHIA M. GUNZEL**

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF LOTS "A" AND "B" IN BLOCK 17 OF FIGADOTA FARMS NO.2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 16 OF MAPS, PAGE 63, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT "A"; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT, 209.19 FEET, MORE OR LESS, TO A POINT 84.13 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF THE PARCEL OF LAND GRANTED TO THE STATE OF CALIFORNIA BY DEED FILED FOR RECORD MARCH 26, 1952, AS INSTRUMENT NO. 12893; THENCE SOUTH 51 DEGREES 18' EAST ON THE SOUTHWESTERLY LINE OF SAID PARCEL GRANTED TO THE STATE OF CALIFORNIA, 229.03 FEET; THENCE SOUTH 0 DEGREES, 21' 27" WEST, ON THE WEST LINE OF SAID PARCEL GRANTED TO THE STATE OF CALIFORNIA, 63.61 FEET TO THE SOUTH LINE OF LOT "B"; THENCE WESTERLY ON THE SOUTHERLY LINE OF LOTS "B" AND "A" TO THE POINT OF BEGINNING.  
(APN 311-190-018)



**EXHIBIT "B"**

**DESCRIPTION AND DEPICTION OF EASEMENT AREA**

# EXHIBIT "B"

## LEGAL DESCRIPTION (INGRESS / EGRESS AND SIGNAGE EASEMENT)

BEING A PORTION OF LOTS "A" AND "B", OF BLOCK 17 OF FIGADOTA FARMS NO. 2, FILED IN BOOK 16 OF MAPS AT PAGE 63, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OFFICIAL RECORDS OF SAID COUNTY, SITUATED WITHIN SECTION 29, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAN JACINTO AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 215, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 123 OF RECORDS OF SURVEYS, AT PAGES 24 AND 25, OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 89°33'00" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 10.00 FEET;

THE FOLLOWING SIX (6) COURSE ARE ALONG THE WESTERLY AND SOUTHWESTERLY LINE OF THAT CERTAIN (INGRESS / EGRESS AND SIGNAGE EASEMENT) RECORDED IN GRANT DEED RECORDED OCTOBER 31, 2006 AS DOCUMENT NO. 2006-0801330 OFFICIAL RECORDS OF SAID COUNTY RECORDER:

1. THENCE NORTH 00°06'34" WEST A DISTANCE OF 58.80 FEET;
2. THENCE NORTH 52°05'38 WEST A DISTANCE OF 43.20 FEET;
3. THENCE NORTH 87°29'32" WEST A DISTANCE OF 40.32 FEET TO THE TRUE POINT OF BEGINNING;
4. THENCE CONTINUING NORTH 87°29'32" WEST A DISTANCE OF 14.81 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.00 FEET;
5. THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°44'19", AN ARC LENGTH OF 15.31 FEET;
6. THENCE NORTH 00°14'47" EAST A DISTANCE OF 10.76 FEET;

THENCE SOUTH 37°54'22" WEST A DISTANCE OF 23.03 FEET;

THENCE SOUTH 52°05'38" EAST A DISTANCE OF 32.35 FEET;

THENCE NORTH 37°54'22" EAST A DISTANCE OF 21.04 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 484 SQUARE FEET MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

 1-31-17  
RICHARD S, FURLONG P.L.S. 8422 DATE

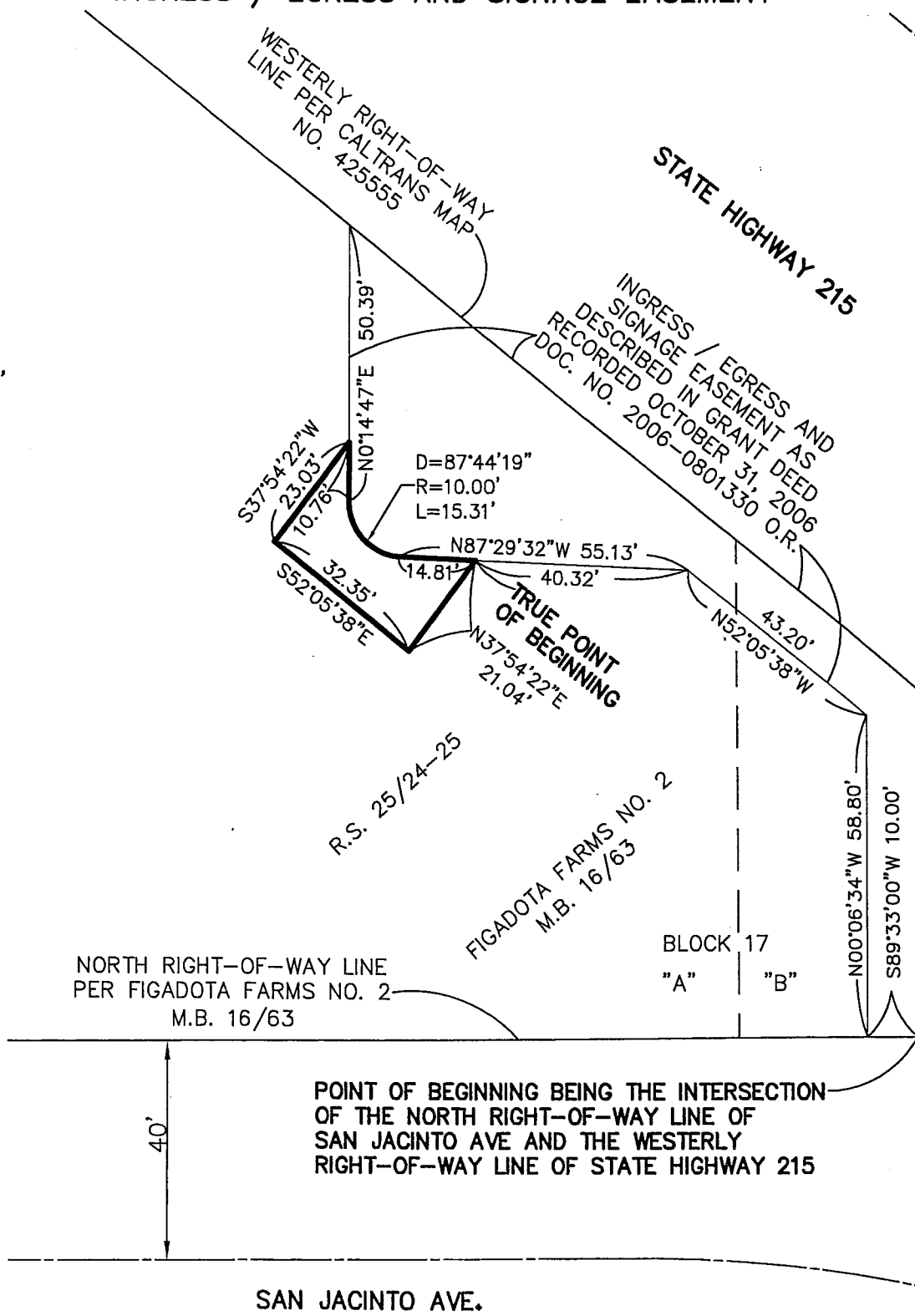


# EXHIBIT "B"

## INGRESS / EGRESS AND SIGNAGE EASEMENT



SCALE 1"=30'



*[Signature]* 1-31-17



RICHARD S. FURLONG, P.L.S. 8422 DATE

**CASC**  
Engineering and Consulting  
1470 EAST COOLEY DRIVE, COLTON, CA 92324  
PH. (909) 783-0101

Recorded at request of and return to:  
General Outdoor Advertising  
Attn: Tim Lynch  
632 S. Hope Avenue  
Ontario, California 91761

FREE RECORDING  
This instrument is for the benefit of  
the County of Riverside, and is  
entitled to be recorded without fee.  
(Govt. Code 6103)

(Space above this line for Recorder's use)

## EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California Grant(s) to SAN DIEGO OUTDOOR ADVERTISING, INC., a California corporation dba GENERAL OUTDOOR ADVERTISING (GOA), a perpetual, non-exclusive easement for the limited purpose of erecting, maintaining, repairing, replacing, operating and managing the Billboard (the "Billboard") including the right of pedestrian and/or vehicular egress and ingress in order to allow GOA and its agents access to the Land, over, upon, across and within the real property in the County of Riverside, State of California (the "Property"), more fully described in Exhibit "A," and fully depicted in Exhibit "B," subject to all obligations and conditions as set forth in that Easement Obligations And Conditions Agreement By And Between County Of Riverside And General Outdoor Advertising approved by the Riverside County Board of Supervisors on \_\_\_\_\_, 2017 as Agenda Item \_\_\_\_\_.

Attached to:  
Easement Deed  
COR to San Diego Outdoor Advertising, Inc.

Dated: \_\_\_\_\_

**GRANTOR:**

County of Riverside, a political subdivision  
of the State of California

By: \_\_\_\_\_  
John F. Tavaglione, Chairman  
Board of Supervisors

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: *Synthia M. Gunzel*  
Synthia M. Gunzel  
Supervising Deputy County Counsel

**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 )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature \_\_\_\_\_

[SEAL]