

STAFF REPORT

05

A 7

04/29/20

I1448

AD 81

M.J. Columbus

S 6

A. Kershen

CONSIDER AMENDING “AN AGREEMENT BETWEEN THE STATE LANDS COMMISSION AND THOMAS P. RALEY TO ESTABLISH A BOUNDARY LINE BETWEEN PRIVATE PROPERTY AND PUBLIC SOVEREIGN PROPERTY IN THE SACRAMENTO RIVER, YOLO COUNTY” RECORDED ON MAY 26, 1989

PARTIES:

River One, LLC

State of California, acting by and through the California State Lands Commission for itself and as the Trustee for the Kapiloff Land Bank Fund

BACKGROUND:

This item concerns an exchange of a public access easement upland of the Sacramento River as it passes through the City of West Sacramento near Third Street and the Tower Bridge Gateway for a monetary deposit into the Kapiloff Land Bank Fund. In 1989, the State Lands Commission (Commission) acquired two non-motorized public access easements (Public Access Easements No. One and No. Two) through a boundary line and title settlement agreement (AD 81) with Thomas P. Raley (Raley). AD 81 established a boundary line between private property and State sovereign property in and along the Sacramento River, Yolo County ([Item 64, August 10, 1988](#)). Both public access easements extended across uplands, which the State conveyed to Raley free of the Public Trust, to the tide and submerged lands confirmed to the State. Public Access Easement No. One was relocated by an amendment agreement in 2007 ([Item 8, December 14, 2006](#)), and ([Item 64, September 13, 2007](#)).

The proposed Amendment Agreement only concerns Public Access Easement No. Two. The Commission holds the easement in trust on behalf of the people of the State in the character of tide and submerged lands subject to the common law Public Trust Doctrine. The easement does not provide access to the river and there are several access points to the river within the Project vicinity. Today, River One, LLC (River One), and the City of West Sacramento are successors in interest to Raley and are the owners of the real property that Public Access Easement No. Two extends through. River One has requested an amendment to AD 81 to extinguish Public Access Easement No. Two. In exchange, River One will deposit into the Kapiloff Land Bank Fund an amount equal to or greater than the fair market value of Public Access Easement No. Two.

STAFF REPORT NO. 05 (CONT'D)

STAFF ANALYSIS AND RECOMMENDATION:

Authority:

Public Resources Code sections 6005, 6216, 6301, 6307, and 8600 et seq.

Public Trust and State's Best Interests Analysis:

Public Access Easement No. Two is an approximately 3,880 square-foot rectangle-shaped area on an undeveloped lot between the Ziggurat Building and the Tower Bridge. At the time of the 1989 Agreement, it was anticipated that a public street would be extended to link to the upland end of the easement and provide public access to the State's tide and submerged lands, but that did not occur. The easement in its current location does not serve its intended purpose. The public access easement extends halfway across a vacant parcel to be developed by River One. The easement is unmarked and unimproved.

River One would like to develop its property to include a seven-story hotel with a ground-floor restaurant and patio, a seven-story private residential condominium tower, and underground parking. The hotel and restaurant will provide ancillary Public Trust consistent visitor-serving uses near the Sacramento River and the City's Riverwalk Park along the bank of the river. However, the location of Public Access Easement No. Two does not allow for the optimal development of the site.

The City has chosen not to be a party to the proposed Amendment Agreement, and the portion of the easement across the City's property will remain in place. This portion of the easement does not interfere with the proposed development. Public access to the Riverwalk is available on the City's sidewalk about 10 yards south of the Public Access Easement No. Two, and there are several other access easements within a few city blocks to the north and south of the project area. The City is currently planning to extend its Riverwalk Park along the north side of the Sacramento Riverbank to enhance public access. River One and staff conducted a search of the immediate area within a few blocks north and south of the project area to determine the number of access points. Staff determined that there are numerous opportunities for public access within the immediate area and that the retention of Easement No. Two is not in the State's best interests.

A land exchange typically involves lands or interests in lands, such as access easements, of equal or greater monetary value to be received by the State in exchange for trust termination lands. The Commission,

STAFF REPORT NO. **05** (CONT'D)

however, acting as the Trustee of the Kapiloff Land Bank Fund, may accept monetary deposits into the Kapiloff Land Bank Fund for future acquisition of property instead of taking land in the exchange. The Kapiloff Land Bank Fund was established in 1982 to facilitate title settlements and to acquire lands to be used for Public Trust purposes. Funds are deposited into the Land Bank Fund when received in exchanges to settle title issues. These funds are pooled or consolidated and are used to acquire other lands of greater benefit to the Public Trust.

The Parties have conducted independent studies and valuations of their respective factual and legal positions relating to the disputed title and boundary claims. Appraisals and property interest evaluation studies reviewed by staff have shown that the monetary value of Public Access Easement No. Two is \$116,500. Staff believes this is representative of the fair market value of the property. The Amendment Agreement requires River One to deposit \$116,500 into the Kapiloff Land Bank Fund. The funds must be used to purchase interests in a Land Bank Fund parcel necessary or beneficial to further Public Trust purposes.

Tribal Consultation:

The City certified an Environmental Impact Report (EIR) for the broader Raley's Landing Project pursuant to the California Environmental Quality Act (CEQA) in 2006 before tribal consultation was enacted as part of CEQA law. Therefore, the City performed no mandatory tribal outreach. But pursuant to the Commission's Tribal Consultation Policy (CSLC 2016), staff contacted tribes with geographic and cultural affiliation to the area. Two tribes, the Yocha Dehe Wintun Nation and United Auburn Indian Community, responded with concerns that the area is known to be culturally sensitive and that tribal cultural resources or ancestral remains could be discovered or destroyed during construction on the parcel. Staff began facilitating meetings between River One and the tribes to address tribal concerns and seek tribal expertise and knowledge.

Tribal consultation was interrupted by the COVID-19 pandemic, shelter-in-place orders, and public-health advice. The procedures that may typically benefit an applicant and tribal nations, such as site visits, trainings and on-site monitoring, are no longer feasible until conditions change. Yet, maintaining the project timeline is critical to River One.

Therefore, staff and River One negotiated a tribal outreach provision in the proposed Amendment Agreement. By this provision, River One will agree to coordinate with the Yocha Dehe Wintun Nation and the United Auburn Indian Community to the extent feasible in consideration of the pandemic.

STAFF REPORT NO.05 (CONT'D)

Specifically, River One agrees to contact the tribes and invite a tribal representative monitor before ground-disturbing construction begins. River One also agrees to report back to staff on their tribal coordination. Staff believes that this provision is a fair compromise in light of the substantial uncertainty related to the pandemic.

Conclusion:

Staff believes the action is in the best interests of the State and recommends amending AD 81 to extinguish Public Access Easement No. Two in exchange for a Kapiloff deposit.

OTHER PERTINENT INFORMATION:

1. Staff consulted the California Office of Attorney General (OAG) while drafting the proposed Amendment Agreement, incorporating its advice and comments. OAG has approved the draft form of the Agreement.
2. Approval or denial of the Amendment Agreement is a discretionary action by the Commission. Each time the Commission approves or rejects a use of sovereign land, it exercises legislatively delegated authority and responsibility as trustee of the State's Public Trust lands as authorized by law.
3. This action is consistent with Strategy 1.1 of the Commission's Strategic Plan to deliver the highest levels of public health and safety in the protection, preservation, and responsible economic use of the lands and resources under the Commission's jurisdiction.
4. **Amendment of Agreement:** An Environmental Impact Report (EIR), State Clearinghouse No. 2005042083, was prepared for this project by the City of West Sacramento and certified on February 8, 2006, and a project-specific EIR addendum was prepared in October 2019. Staff has reviewed these documents.
5. **Acceptance of Deposit:** Staff recommends that the Commission find that the Commission's acceptance of funds as trustee of the Kapiloff Land Bank Fund is exempt from the requirements of CEQA as a statutorily exempt project. The project is exempt because it involves an action taken pursuant to the Kapiloff Land Bank Act, Public Resources Code section 8600 et seq.

Authority: Public Resources Code section 8631.

STAFF REPORT NO. **05** (CONT'D)

EXHIBITS:

- A. Site and Location Map
- B. Draft Amendment to Exchange Agreement

RECOMMENDED ACTION:

It is recommended that the Commission:

CEQA FINDING:

Amendment of Agreement: Find that an EIR, State Clearinghouse No. 2005042083, was prepared by the City of West Sacramento and certified on February 8, 2006; that an addendum was adopted by the City of West Sacramento in October 2019 for this Project; that the Commission has reviewed and considered the information contained therein; that in the Commission's independent judgment, the scope of activities to be carried out under the amendment to be approved by this authorization have been adequately analyzed; that none of the events specified in Public Resources Code section 21166 or the State CEQA Guidelines section 15162 resulting in any new or substantially more severe significant impact has occurred; and, therefore no additional CEQA analysis is required.

Acceptance of Deposit: Find that the acceptance and deposit of \$116,500 into the Kapiloff Land Bank Fund is exempt from the requirements of CEQA pursuant to Public Resources Code section 8631, an action taken pursuant to the Kapiloff Land Bank Act, Public Resources Code section 8600 et seq.

AUTHORIZATION:

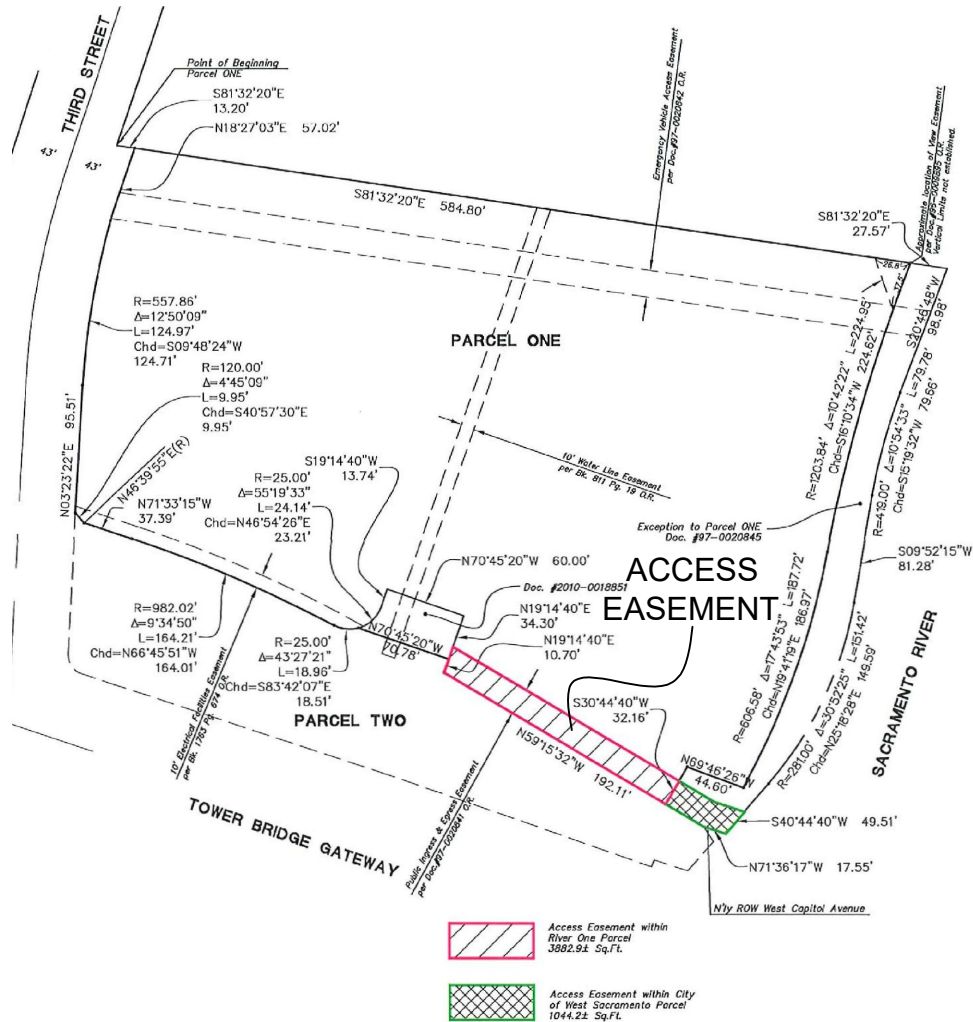
1. The Commission finds that:
 - a. The Amendment Agreement will enhance waterfront and nearshore development or redevelopment for Public Trust purposes.
 - b. The funds to be deposited into the Kapiloff Land Bank Fund will be used to acquire lands or interests in lands where the public use and ownership of the land will provide a significant benefit to the Public Trust.
 - c. The Amendment Agreement does not substantially interfere with public rights of navigation and fishing.
 - d. The funds to be deposited into the Kapiloff Land Bank Fund by River One are equal to or greater than the appraised fair market monetary value of Public Access Easement No. Two.
 - e. Public Access Easement No. Two is cut off from water access, is not in fact tidelands or submerged lands or navigable waterways and is relatively useless for Public Trust purposes.
 - f. The Amendment Agreement is in the best interests of the State.

STAFF REPORT NO. **05** (CONT'D)

2. Authorize and direct Commission staff and staff of the Office of the Attorney General to take all necessary or appropriate action on behalf of the Commission, including the execution, acknowledgment, acceptance, and recordation of all documents necessary to carry out the Amendment Agreement in substantially the form as set forth in the attached Exhibit B; and to appear on behalf of the Commission in any legal proceedings relating to the subject matter of the Agreement.
3. As Trustee of the Kapiloff Land Bank Fund, authorize the acceptance and deposit of \$116,500 into the Kapiloff Land Bank Fund to be used for the purchase of interests in a Land Bank Fund parcel pursuant to Public Resources Code sections 8613, subdivision (a), and 8625, subdivision (a).

NO SCALE

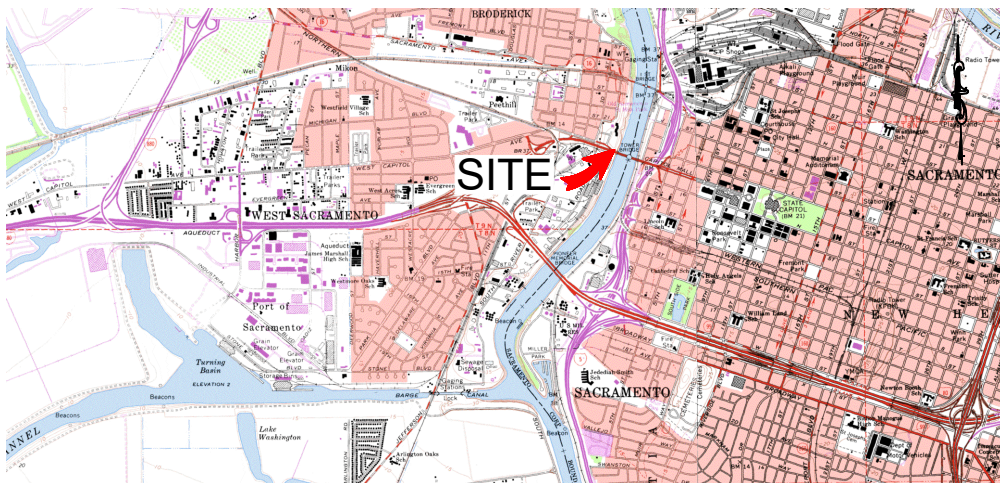
SITE



NEAR TOWER BRIDGE, CITY OF WEST SACRAMENTO

NO SCALE

LOCATION



MAP SOURCE: USGS QUAD

This Exhibit is solely for purposes of generally defining the premises, is based on unverified information provided by the other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

Exhibit A

AD 81
RIVER ONE, LLC
APN 010-422-032
KAPILOFF EXCHANGE
YOLO COUNTY



TS 03/23/2020

EXHIBIT B

RECORDED AT THE REQUEST OF
STATE OF CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION

WHEN RECORDED mail to:
Andrew Kershen
Staff Counsel
California State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section
27383

APN: 010-422-032
SLC File No: AD 81

Above Space for Recorder's Use

Second Amendment to Agreement Between the State Lands Commission and Thomas P. Raley to Establish a Boundary Between Private Property and Public Sovereign Property in the Sacramento River, Yolo County

Instructions to the County Recorder of Yolo County

This document includes a conveyance between the parties to this agreement as described in Paragraphs 2.b. Please index this document as follows:

Grantor

State of California, acting by
and through the State
Lands Commission

Grantee

River One, LLC

Agreement Exhibit in which Real Property is Described

Exhibit C

This Second Amendment to Agreement Between the State Lands Commission and Thomas P. Raley to Establish a Boundary Line Between Private Property and Public Sovereign Property in the Sacramento River, Yolo County (**Second Amendment Agreement**) is entered into by and among the State of California, acting by and through the California State Lands Commission (**State**), the California State Lands Commission, acting as Kapiloff Land Bank Trustee (**Trustee**), and River One, LLC, a California limited liability company (**River One**) for the purposes of exchanging an existing access easement held by the State over lands to be developed by River One. The State, Trustee, and River One are each a “**Party**” and together are referred to as the “**Parties.**”

RECITALS

The property interests that are the subject of this Second Amendment Agreement are depicted for general reference only on **Exhibit A** and are more particularly described in subsequent exhibits all of which are incorporated into this Second Amendment Agreement by this first reference as though fully set forth herein.

Through that certain boundary line agreement entitled “An Agreement Between the State Lands Commission and Thomas P. Raley to Establish a Boundary Line Between Private Property and Public Sovereign Property in the Sacramento River, Yolo County” (**Boundary Line Agreement**) recorded on May 26, 1989, in the Official Records of Yolo County at Book 2028, Page 152, the State acquired two non-motorized public access easements for use by the general public across upland property. These easements were intended to provide public access across private uplands to the public lands along and waterward of the Sacramento River levee between E Street and Tower Bridge Gateway in the City of West Sacramento. The State accepted and holds these easements, named “Public Access Easement No. One” and “Public Access Easement No. Two” in the Boundary Line Agreement, in the legal character of tide and submerged lands. Public Access Easement No. One was relocated by that certain Amendment to Agreement Between the State Lands Commission and Thomas P. Raley to Establish a Boundary Between Private Property and Public Sovereign Property in the Sacramento River, Yolo County between the State and the California State Teachers’ Retirement System recorded on March 17, 2009, in the Official Records of Yolo County as Document 2009-0007560-00. This present Second Amendment Agreement concerns Public Access Easement No. Two, more particularly described on **Exhibit B**.

Through mesne conveyances River One and the City of West Sacramento are successors in interest to Thomas P. Raley, Trustee of the Thomas P. Raley Trust dated March 3, 1987, and the current owners of that certain property burdened by Public Access Easement No. Two, as depicted on Exhibit A. The portion of Public Access Easement No. Two affecting the River One parcel is described on **Exhibit C (Exchange Parcel)**.

River One intends to develop its property in a manner incompatible with the Exchange Parcel and has asked that the State exchange it for a deposit into the Kapiloff Land Bank Fund. The River One development will include a seven-story hotel with

ground-floor restaurant and patio, a seven-story private residential condominium tower, and underground parking. The hotel and restaurant are designed to feature the Sacramento River and tie into the City's Riverwalk Park along the levee; while in operation, these amenities will be open to the public.

The Parties now wish to amend the Boundary Line Agreement to extinguish the Exchange Parcel. In exchange, River One will pay to the Trustee an amount equal to or greater than the fair market value of the Exchange Parcel, these funds to be held and used exclusively for the purchase of interests in a Land Bank Fund parcel pursuant to Public Resources Code Sections 8613 and 8625.

AGREEMENT

1. **State Lands Commission Findings:** Pursuant to Public Resources Code Section 6307, Section 8613, and Section 8625 and by the State's approval and authorization of Staff Report No. [Staff Report Item No.] at its meeting of [Month Day, Year], the State finds and declares the following:
 - a. The exchange will enhance waterfront and nearshore development or redevelopment for public trust purposes.
 - b. The funds to be deposited into the Kapiloff Land Bank Fund will be used to acquire land or interests in land where the public use and ownership of the land is necessary or extremely beneficial for furtherance of public trust purposes.
 - c. The exchange does not substantially interfere with public rights of navigation and fishing.
 - d. The funds to be deposited into the Kapiloff Land Bank Fund by River One are equal to or greater than the appraised fair market value of the Exchange Parcel.
 - e. The Exchange Parcel is cut off from water access, is not in fact tidelands or submerged lands or navigable waterways, and is relatively useless for public trust purposes.
 - f. The exchange is in the best interests of the state.
2. **Property Interest Exchange and Conveyance**
 - a. **River One Deposit Into Kapiloff Land Bank Fund:** River One shall pay \$116,500 to the Escrow Agent, as defined below, which sum is equal to or greater than the appraised fair market value of the portion of the Exchange Parcel, and which the Trustee shall use exclusively to purchase interests in land necessary or beneficial for furtherance of Public Trust purposes.

- b. **Quitclaim by State to River One:** The State hereby remises, releases, and quitclaims all of its right, title, and interest by virtue of its sovereignty in the Exchange Parcel, more particularly described on Exhibit C, to River One, LLC, a California limited liability company, organized and existing by the laws of the State of California. It is the intent of the Parties that the Exchange Parcel shall merge with the underlying fee title held by River One and be extinguished.
3. **Consent to Recording:** The Parties consent to the recordation of this Second Amendment Agreement and the conveyance in it by their execution below, subject to Paragraph 4, Escrow and Closing.
4. **Escrow and Closing:** River One shall open escrow with Placer Title Company, 301 University Avenue, Suite 120, Sacramento, CA 95825, phone (916) 973-3610, Attention: Jenny M. Vega, jvega@placertitle.com (**Escrow Agent**). The Parties shall submit mutually agreeable escrow instructions to the Escrow Agent.
- a. River One shall deposit
1. \$116,500 in cash or immediately available funds
- b. The State shall deposit
1. A certified copy of Staff Report No. [Staff Report Item No.] at its meeting of [Month Day, Year] approving this Second Amendment Agreement and authorizing its execution and delivery to the Escrow Agent;
2. This Second Amendment Agreement, duly and properly executed by all signatories;
- c. The Escrow Agent, upon receipt of all funds and documents, shall notify the Parties of its intention to close escrow and to record this Second Amendment Agreement and to transfer the Kapiloff Funds to the State, in the manner specified in the escrow instructions.
5. **Further Assurances:** So long as authorized by applicable laws, the Parties will perform such other acts and execute, acknowledge, and deliver all further conveyances and other instruments as may be necessary to more fully assure to the other Parties all of the respective properties, rights, titles, interest, estates, remedies, powers, and privileges to be conveyed or provided for by this Second Amendment Agreement.
6. **Tribal Outreach:** The Parties acknowledge that the United Auburn Indian Community and Yocha Dehe Wintun Nation have stated concerns that construction could reveal or disturb tribal cultural resources or remains. River One agrees to coordinate with the named tribal nations to the extent feasible

in consideration of the COVID-19 pandemic. Coordination will include outreach to the named tribes before ground-disturbing construction activities begin and an invitation to representatives of the named tribal nations to monitor activities along with the qualified professional archaeologist required by mitigation measure 3.13-3 from the 2006 Raley's Landing Final EIR, as set forth in that certain Addendum to the Raley's Landing EIR dated October 2019. Coordination may include, but is not necessarily limited to, communication with and/or deliver to the named tribal nations of site information, remote or in-person pre-construction information, and communication about and/or delivery of information that may become available during ground-disturbing activity. Within 6 months of the effective date of this Second Amendment Agreement, River One shall deliver to the Commission a narrative description of their coordination with the named tribal nations. Nothing in this paragraph affects River One's obligation to comply with applicable federal or state law governing the treatment of Native American burial sites, remains, or artifacts, including but not limited to, California Health and Safety Code 8010, et seq.

7. **Recordation:** This Second Amendment Agreement shall be recorded in the Office of the Recorder, Yolo County, subject to Paragraph 4, Escrow and Closing.
8. **Allocation of Costs and Expenses:** River One agrees to bear all costs and expenses incurred by the Parties for escrow, closing, and recordation. Otherwise, each Party shall be responsible for its own costs and expenses incurred in the preparation and execution of this Second Amendment Agreement unless otherwise agreed to in writing by the Parties.
9. **Indemnification:** River One shall indemnify, defend, and hold harmless the State, its officers, agencies, commissions, and employees from and against any and all claims, liability, losses, attorneys' fees, costs and expenses including, without limitation, third party claims and claims by governmental agencies (other than the State) that may arise from this Second Amendment Agreement or the lands involved in this Second Amendment Agreement, except to the extent such loss or damage is caused by the gross negligence or willful misconduct of the State, its officers, agencies, commissions, and employees.
10. **Defense of Claims:** The Parties agree to use reasonable efforts to defend this Second Amendment Agreement, any deed, patent, agreement, or other instrument executed pursuant thereto, and any decision made by a Party to approve the foregoing, including the approval of any required findings related thereto, in any legal action challenging the validity or legality thereof. In any such action, River One shall reimburse the State for all reasonable costs incurred in connection with such action, including but not limited to reasonable staff time and attorneys' fees incurred by the State, and including but not limited to any award of attorneys' fees made by a court of competent

jurisdiction against the State, on such reasonable terms and conditions as the Parties may establish by separate agreement.

11. **No Effect on Other Covenants of Boundary Line Agreement:** Except as stated herein, the provisions of this Second Amendment Agreement do not constitute nor are they to be construed as an amendment of any other covenant of the Boundary Line Agreement. In the event of any inconsistency between the terms of this Second Amendment Agreement and those of the Boundary Line Agreement, the terms of the Second Amendment Agreement shall prevail.
12. **Agreement Binding on Heirs, Assigns, Etc.:** All the terms, provisions, and conditions herein shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the Parties.
13. **Third Party Beneficiaries:** There are no third party beneficiaries of this Second Amendment Agreement.
14. **Counterparts:** This Second Amendment Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original agreement.
15. **Effective Date:** This Second Amendment Agreement shall become effective and binding on the parties upon its execution by each of the Parties, the Governor of the State of California, and its recordation in the Office of the Recorder, Yolo County.
16. **Headings:** The title headings of the sections of this Second Amendment Agreement are inserted for convenience only and shall not be deemed to be part of this Second Amendment Agreement or considered in construing it.
17. **Notarization:** All signatures of the Parties to this Second Amendment Agreement shall be duly acknowledged before a notary public and a certificate of acknowledgment shall be attached to the respective document to allow them to be recorded in the Office of the Recorder, Yolo County.
18. **Modification:** No modification, amendment, or alteration of this Second Amendment Agreement shall be valid unless in writing and signed by all Parties.
19. **Correction of Technical Errors:** If by reason of inadvertence and contrary to the intention of the Parties, errors are made in this Second Amendment Agreement or its exhibits, the Parties by mutual agreement may correct such error by memorandum reflecting the true intent of the Parties. The Executive Officer of the Commission and the authorized representative of River One may approve and execute a Memorandum of Correction without the

necessity of amendment of this Second Amendment Agreement. Such a Memorandum shall be recorded in the Office of the Recorder, Yolo County.

20. **Termination of Agreement:** If this Second Amendment Agreement is not recorded in the Office of the Recorder, Yolo County, within six months of its execution by the Governor of the State of California, then it shall terminate and be of no effect.

To witness this Second Amendment Agreement, a duly authorized representative of each party has executed it below on the date opposite each signature.

[Signatures and Acknowledgments Follow]

DRAFT

**STATE OF CALIFORNIA
STATE LANDSCOMMISSION**

Dated:

By: _____
JENNIFER LUCCHESI
Executive Officer

Approved as to form:

Xavier Becerra
Attorney General
State of California

Dated:

By: _____
NORMA FRANKLIN
Deputy Attorney General

[Acknowledgments and Signatures Continued on Next Page]

**RIVER ONE, LLC, a California limited
liability company**

Dated:

By: _____
MARK L. FRIEDMAN
AUTHORIZED REPRESENTATIVE

[Acknowledgments and Signatures Continued on Next Page]

DRAFT

IN APPROVAL WHEREOF, I, Gavin Newsom, Governor of the State of California, have set my hand and caused the seal of the State of California to be affixed hereto pursuant to Sections 6107 and 7730 of the Public Resources Code of the State of California.

Given under my hand at the City of Sacramento this _____ day of _____ in the year two thousand and twenty.

GAVIN NEWSOM
Governor, State of California

Attest:

ALEX PADILLA
Secretary of State

EXHIBIT A
Plat of Public Access Easement No. Two

Insert plat of Public Access Easement here. The Plat titled "Fulcrum Property Public Access Easement" dated 12-02-2019 by Psomas would work.

DRAFT

EXHIBIT B
Description of Public Access Easement No. Two
(as originally described in the 1989 Boundary Line Agreement)

Insert Land Description of Public Access Easement No. Two copied from 1989
Agreement here

DRAFT

EXHIBIT C
Description of Exchange Parcel

Insert Land Description of River One, LLC Easement Parcel within APN 10-422-032
here

DRAFT

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 SACRAMENTO

On this ____ day of _____, 20__ 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: _____ (Seal)

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 SACRAMENTO

On this ____ day of _____, 20__ 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: _____ (Seal)