

## REPORT TO CITY COUNCIL

**DATE:** JULY 13, 2016

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER *hrt For G.R.*

**BY:** RAMIRO ADEVA, PUBLIC WORKS DIRECTOR/CITY ENGINEER *RA*

**SUBJECT:** FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALTROP CORPORATION FOR CONSTRUCTION MANAGEMENT OF THE AGOURA ROAD WIDENING PROJECT

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This report seeks City Council approval for an amendment to the professional services agreement with CALTROP Corporation (CALTROP) to perform additional construction management services for the Agoura Road Widening Project.

In February 2014, the City entered into an Agreement with CALTROP to provide construction management services for the Project, which also included constructability review of the plans and specifications (Pre-Construction), bid assistance and public outreach. This amendment would extend CALTROP's contract over the remaining duration of the Project's construction and close-out of the construction contract.

The construction of the Project is currently ongoing and had an estimated 18-month construction time frame. A project of this size is quite complex, and as a result, the Project has gone from an estimated 18-month schedule, to a 21-month construction schedule. This reasonable 3-month shift was primarily a result of field condition variances and resolutions of right-of-way issues relating to purchase and sale agreements (PSAs). Many of the field condition variances were related to utility conflicts, such as potable water mainlines, communication lines and gas lines, which led to a redesign and/or relocation of these conflicting utilities. Additionally, conflicting storm drain utilities needing redesign also required additional time from LA County Public Works to review and approve prior to construction continuing on these facilities.

The Caltrop contract also absorbed a slight delay prior to construction. During the constructability review period, which occurs between the 65% and 100% stages of design, the City determined it was necessary to take additional time to redesign portions of the project in order to protect multiple, existing oak trees, which required realignment of the roadway in some stretches.

Based on Section 4 of the Agreement, additional work over 10% of the total contract must be approved by City Council. The Agreement amount is \$1,655,809.00. The amendment for construction management is in the amount of \$250,000.00, which covers the additional time needed to extend Caltrop's services through the end of the project close-out. This added expense can be entirely absorbed within the City's allocation of Measure R. This is the first amendment of the agreement with CALTROP for construction management services on the construction of the Project.

## **RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the first amendment to the professional services agreement with CALTROP Corporation.
2. Authorize the Mayor to sign the first amendment to agreement on behalf of the City Council.

Attachment: First Amendment Contract CALTROP

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS**

<b>NAME OF CONSULTANT:</b>	<b>CALTROP Corporation</b>
<b>RESPONSIBLE PRINCIPAL OF CONSULTANT:</b>	<b>Attn: Javad Rassouli, CFO</b>
<b>CONSULTANT'S ADDRESS:</b>	<b>9337 Milliken Avenue Rancho Cucamonga, CA 91730</b>
<b>CITY'S ADDRESS:</b>	<b>City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager</b>
<b>PREPARED BY:</b>	<b>Charmaine Yambao, PE</b>
<b>COMMENCEMENT DATE:</b>	<b>July 1, 2016</b>
<b>TERMINATION DATE:</b>	<b>June 30, 2017</b>
<b>CONSIDERATION:</b>	<b>Amendment Amount: \$250,000.00</b>
	<b>Total Contract Price Not to Exceed: \$1,905,809.00</b>

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
CITY OF AGOURA HILLS AND CALTROP CORPORATION**

**Agoura Road Widening Project**

THIS FIRST AMENDMENT is made and entered into as of July 1, 2016, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and CALTROP Corporation, a Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On March 1, 2014, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services", in the amount of One Million Six Hundred Fifty-Five Thousand Eight Hundred Nine Dollars and Zero Cents (\$1,655,809.00).

b. The parties now desire to extend the term of the agreement to June 30, 2017, increase the payment in the amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), and to amend the Agreement as set forth in this Amendment.

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than June 30, 2017 unless sooner terminated pursuant to the provisions of this Agreement."

3. Section 4 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The FIRST Amendment amount shall not exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), for additional construction management services for a total Agreement amount of One Million Nine Hundred Five Thousand Eight Hundred Nine Dollars and Zero Cents (\$1,905,809.00)."

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this **FIRST** Amendment to Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Harry Schwarz,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
*Date Approved by City Council* \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**CONSULTANT**

CALTROP Corporation  
9337 Milliken Avenue  
Rancho Cucamonga, CA 91730  
Javad Rassouli, CFO  
(909) 931-9331  
(909) 256-8183 FAX

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_


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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[Signatures of Two Corporate Officers Required]**

**REPORT TO CITY COUNCIL**

**DATE:** JULY 13, 2016  
**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** GREG RAMIREZ, CITY MANAGER *h4 For C.R.*  
**BY:** RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER   
**SUBJECT:** APPROVE FINAL PARCEL MAP NO. 67397 (APB PROPERTIES, LLC.)

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Final Parcel Map No. 67397 merges six (6) parcels totaling over four acres into one parcel, along with dedicating the necessary easements. The project is located at the northwest corner of Agoura Road and Liberty Canyon Road (Assessor's Parcel No. 2064-006-006, 007,009,016,018, and 019).

The map has been reviewed for technical accuracy, title information, and compliance with the State Subdivision Map Act, conditions of approval, City ordinances, and is consistent with the approved Tentative Parcel Map.

Staff respectfully recommends the City Council:

1. Approve Parcel Map No. 67397;
2. Authorize the City Clerk to endorse the certificate on the face of the Map, which embodies the approval of said map.

Attachment: Copy of Parcel Map No. 67397

# PARCEL MAP NO. 67397

IN THE CITY OF AGOURA HILLS  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST  
QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 18 WEST,  
SAN BERNARDINO MERIDIAN, IN THE CITY OF AGOURA HILLS,  
COUNTY OF LOS ANGELES AND PORTION LOT 3 OF TRACT NO.11181,  
IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER  
MAP RECORDED IN BOOK 197 PAGE 12 OF MAPS, IN THE OFFICE OF  
THE COUNTY RECORDER OF SAID COUNTY.

PREPARED BY WESTLANDCIVIL, INC.

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION. WE HEREBY DEDICATE TO THE CITY OF AGOURA HILLS, THE EASEMENT FOR PUBLIC SIDEWALK AND PUBLIC ROAD AND HIGHWAY PURPOSES AS SHOWN ON THE MAP, ALONG WITH RIGHT TO RESTRICT EGRESS/INGRESS ALONG FRONTAGE OF LIBERTY CANYON ROAD AND AGOURA ROAD EXCEPT THAT ALREADY EXIST AT TIME OF FILING OF THIS MAP

OWNER: APB PROPERTIES, LLC  
7A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Peter Baer  
PETER BAER / MANAGING MEMBER  
PRINT NAME / TITLE

A NOTARY PUBLIC OR THE 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 LOS ANGELES )

ON June 7th 2016 BEFORE ME, Summa Marie Givens PERSONALLY APPEARED PETER BAER 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.

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

SIGNATURE [Signature]

PRINTED NAME: Summa Marie Givens  
MY COMMISSION EXPIRES: November 1st 2018  
MY PRINCIPAL PLACE OF BUSINESS IS IN: Agoura Hills  
COMMISSION NUMBER: 2088485

### BENEFICIARY STATEMENT

COMMUNITY BANK, BENEFICIARY UNDER A DEED OF TRUST RECORDED AUGUST 29, 2013 AS INSTRUMENT NO. 20131288888, OFFICIAL RECORDS, LOS ANGELES COUNTY.

BY: Michael P. Gage  
MICHAEL P. GAGE / SVP  
PRINT NAME / TITLE

A NOTARY PUBLIC OR THE 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 LOS ANGELES )

ON June 7 2016 BEFORE ME, Julie Yonai PERSONALLY APPEARED Michael P. Gage 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.

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

SIGNATURE [Signature]

PRINTED NAME: Julie Yonai  
MY COMMISSION EXPIRES: December 25, 2019  
MY PRINCIPAL PLACE OF BUSINESS IS IN: Pasadena, California  
COMMISSION NUMBER: 2135275

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF APB PROPERTIES, LLC. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP IF ANY. THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 12 MONTHS OF THE FILING OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: Donald G. Wate  
DONALD G. WATE RCE 27384  
LICENSE EXPIRES: 03/31/17



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT IT SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISION ORDINANCES OF THE CITY OF AGOURA HILLS APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE \_\_\_\_\_  
RAMIRO S. ADOVA III  
CITY ENGINEER, CITY OF AGOURA HILLS  
RCE NO. 66665  
EXP. DATE 09/30/2016

### CONTRACT CITY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS TO ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AND THAT IT IS TECHNICALLY CORRECT.

DATE \_\_\_\_\_  
MICHAEL JAMES KRAPTON  
CONTRACT CITY SURVEYOR, CITY OF AGOURA HILLS  
P.L.S. NO. 8612

### CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, BY MOTION PASSED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ APPROVED THE ATTACHED MAP. SAID COUNCIL ALSO DID ACCEPT ON BEHALF OF THE PUBLIC, THE DEDICATION OF EASEMENT FOR PUBLIC SIDEWALK, PUBLIC ROAD AND HIGHWAY PURPOSES AS SHOWN ON THE MAP ALONG WITH RIGHT TO RESTRICT EGRESS/INGRESS ALONG FRONTAGE OF LIBERTY CANYON ROAD AND AGOURA ROAD EXCEPT THAT ALREADY EXIST AT TIME OF FILING OF THIS MAP.

DATE \_\_\_\_\_  
KIMBERLY RODRIGUES  
CITY CLERK, CITY OF AGOURA HILLS

# PARCEL MAP NO. 67397

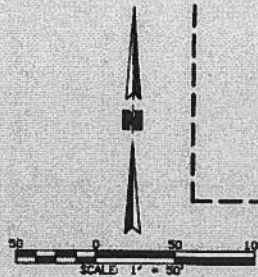
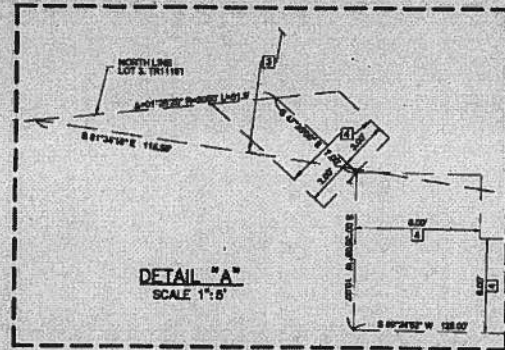
IN THE CITY OF AGOURA HILLS  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 18 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES AND PORTION LOT 3 OF TRACT NO.11161, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 197 PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PREPARED BY WESTLAND CIVIL, INC  
EASEMENT MAP AND  
DETAIL OF PARCEL 1

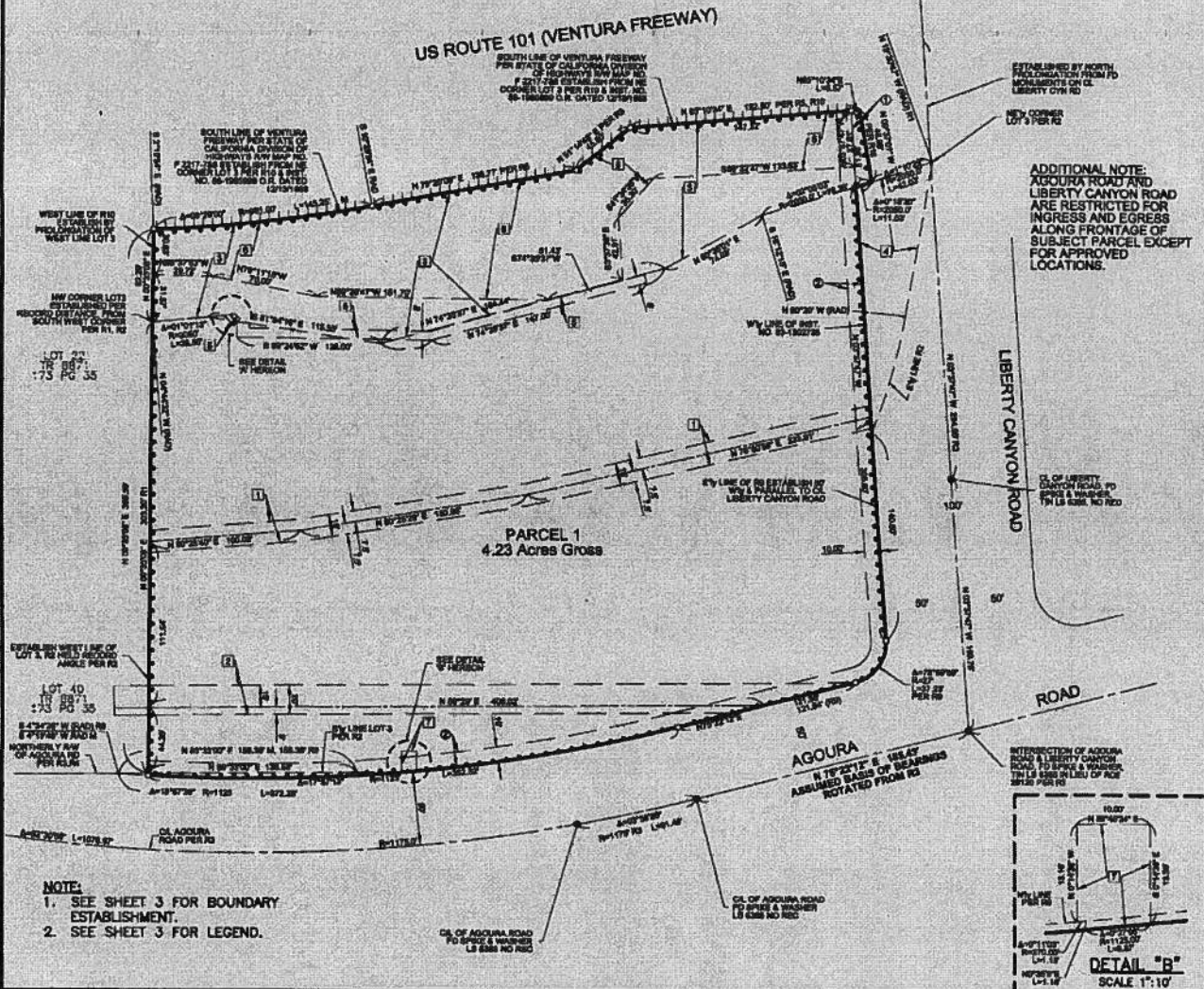
### EXIST EASEMENT LEGEND:

- 1 County of Los Angeles, owner of an easement for public utilities and incidental purposes as disclosed in deed recorded in Book 173, Page 34 and 35 of Maps.
- 2 The Pacific Telephone and Telegraph Company, a corporation, owner of an easement for public utilities and incidental purposes as disclosed in deed recorded October 18, 1948 as Instrument No. 570 in Book 28526, Page 88 of Official Records.
- 3 City of Agoura Hills, a municipal corporation, owner of an easement for public utility facilities including overhead lines, underground conduits crossing and water lines and incidental purposes as disclosed in deed recorded December 13, 1968 as Instrument No. 88-1985899 of Official Records.
- 4 City of Agoura Hills, owner of an easement for public road and highway and incidental purposes as disclosed in deed recorded November 2, 1983 as Instrument No. 83-1302736 of Official Records.
- 5 Southern California Edison, a corporation, owner of an easement for transmitting intelligence by electrical means and incidental purposes as disclosed in deed recorded March 23, 1989 as Instrument No. 89-461730 of Official Records.
- 6 Mountains Recreation and Conservation Authority, owner of an easement for conservation, wild and corridor easement as recorded December 2, 2014 as Instrument No. 20141263889 of Official Records.
- 7 Las Virgenes Municipal Water District, a municipal corporation of the State of California, owner of an easement



### PROP EASEMENT LEGEND:

- 1 DEDICATION TO THE CITY OF AGOURA HILLS FOR PUBLIC ROAD AND HIGHWAY AND SIDEWALK PURPOSES, LIBERTY CANYON ROAD.
- 2 10' WIDE DEDICATION TO THE CITY OF AGOURA HILLS FOR SIDEWALK PURPOSES.





# PARCEL MAP NO. 67397

IN THE CITY OF AGOURA HILLS  
 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST  
 QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 18 WEST,  
 SAN BERNARDINO MERIDIAN, IN THE CITY OF AGOURA HILLS,  
 COUNTY OF LOS ANGELES AND PORTION LOT 3 OF TRACT NO.11181,  
 IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER  
 MAP RECORDED IN BOOK 197 PAGE 12 OF MAPS, IN THE OFFICE OF  
 THE COUNTY RECORDER OF SAID COUNTY.

PREPARED BY WESTLANDCIVIL, INC.

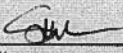
## SIGNATURE OMISSIONS

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 86438, (G)(1)(A)-(VI) OF THE SUBDIVISION MAP ACT AS THEIR INTEREST ARE SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

- State of California, owner of an easement for state highway, extend, excavation slopes and embankment slopes and incidental purposes as disclosed by deed recorded January 6, 1915 in Book 5825, Page 320 and March 17, 1916 in Book 8235, Page 140 of Deeds. (Indetermined)
- State of California, owner of an easement for public road and state highway purposes and drainage structures and slopes and incidental purposes as disclosed by deed recorded July 16, 1925 in Book 4891, Page 227 of Official Records. (Indetermined)
- State of California, owner of an easement for state highway, extend, excavation slopes, embankment slopes and incidental purposes as disclosed in deed recorded December 10, 1929 in Book 9593, Page 147 of Official Records. (Indetermined)
- County of Los Angeles, owner of an easement for public utilities and incidental purposes as disclosed in deed recorded in Book 173, Page 34 and 35 of Maps.
- The Pacific Telephone and Telegraph Company, a corporation, owner of an easement for public utilities and incidental purposes as disclosed in deed recorded October 18, 1948 as instrument No. 570 in Book 28828, Page 98 of Official Records.
- State of California, owner of an easement for ingress and egress and incidental purposes as disclosed in deed recorded October 4, 1966 as instrument No. 2384 of Official Records. (Indetermined)
- City of Agoura Hills, owner of an easement for public road and highway and incidental purposes as disclosed in deed recorded November 2, 1983 as instrument No. 63-1302735 of Official Records.
- City of Agoura Hills, owner of an easement for maintenance and right of access and incidental purposes as disclosed in deed recorded October 22, 1987 as instrument No. 87-1680437 of Official Records. (Indetermined)
- City of Agoura Hills, a municipal corporation, owner of an easement for public utility facilities including overhead lines, underground conduits crossing and water lines and incidental purposes as disclosed in deed recorded December 13, 1988 as instrument No. 88-1985899 of Official Records.
- Southern California Edison, a corporation, owner of an easement for transmitting intelligence by electrical means and incidental purposes as disclosed in deed recorded March 23, 1989 as instrument No. 89-451730 of Official Records.
- Mountains Recreation and Conservation Authority, a joint exercise of powers authority established pursuant to California Government Code section 6500 et seq, owner of an easement for conservation and incidental purposes recorded December 2, 2014 as instrument No. 20141283989 of Official Records.
- Las Virgenes Municipal Water District, a municipal corporation of the State of California, owner of an easement for right to construct, maintain, operate and use waterlines and appurtenant structures and incidental purposes recorded August 7, 2015 as instrument No. 20150971283 of Official Records.

## BENEFICIARY STATEMENT

ANCHOR LOANS LP, BENEFICIARY UNDER A DEED OF TRUST RECORDED MARCH 30, 2016 AS INSTRUMENT NO. 20160348134 OF OFFICIAL RECORDS, LOS ANGELES COUNTY AND BENEFICIAL INTEREST WAS ASSIGNED TO ANCHOR FUND, LLC, UNDER DEED OF TRUST RECORDED MARCH 30, 2016 AS INSTRUMENT NO. 20160388991 OF OFFICIAL RECORDS

BY:  \_\_\_\_\_  
 BY: \_\_\_\_\_  
STEPHEN POLLACK, PRESIDENT PRINT NAME / TITLE PRINT NAME / TITLE

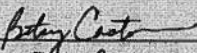
A NOTARY PUBLIC OR THE OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA )  
 ) SS  
 COUNTY OF LOS ANGELES )

ON June 10, 2016 BEFORE ME, Betsy Castore, PERSONALLY APPEARED Stephen Pollack 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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE:   
 PRINTED NAME: Betsy Castore  
 MY COMMISSION EXPIRES: Sept. 20, 2017  
 MY PRINCIPAL PLACE OF BUSINESS IS IN: Los Angeles  
 COMMISSION NUMBER: 2038360

