

Solano County Department of  
**Resource Management**

675 Texas Street, Suite 5500 • Fairfield, California 94533 • (707) 784-6765

RECEIVED

JUN 01 2015

COUNTY OF SOLANO  
 RESOURCE MANAGEMENT

JUN 01 2015 PM 3:34

**APPEAL REQUEST FORM**

1. Name of Appellant Michael and Eileen Smith Telephone (707) 448-0849
2. Mailing Address 4108 Pippo Lane City Vacaville State CA Zip 95688
3. Appealed to: Planning Commission X Board of Supervisors \_\_\_\_\_
4. Appeal Fee (\$150.00): receipt # 1024471
5. State reason(s) (or attach in writing) why the decision making body erred in its decision:

Please see attached

- ① Appeal Request - Letter to Solano Co. Planning - Dated 5-28-2015
- ② Lands of West Minor Subdivision Letter to Solano Co. Dept. of Resource Mgmt
- ③ Notice of Public Hearing
- ④ Doc. # 2014000 78524
- ⑤ Doc. # 2014000 78525
- ⑥ Doc. # 2014000 99484
- ⑦ Doc. # 2015 0000 36 58

Appellants Signature Michael A. Smith Date 5/28/15  
Eileen Smith 5-28-2015

May 28, 2015

RECEIVED

JUN 01 2015

COUNTY OF SOLANO  
RESOURCE MANAGEMENT

The Solano County Planning Commission  
675 Texas Street, Suite 5500  
Fairfield, CA 94533

Re: An Appeal Request for the  
Lands of West Minor Subdivision MS-14-03  
Advertised as "English Creek Estates"

Dear Members of the Solano County Planning Commission,

Our names are Michael & Eileen Smith. We are the adjacent property owners of the Minor Subdivision ~ **Application #MS-14-03 ~ Brian West (Pippo Ranch) being advertised as "English Creek Estates"**. Our mailing address is 4108 Pippo Lane in Vacaville, California 95688. Our phone number is 707-448-0849.

We submitted a letter of our concerns regarding the proposed Minor Subdivision to you on May 25, 2015 in person by means of a letter because a meeting we had planned to attend had been listed as canceled on your web page. (Please see the attached letter). We are truly surprised to hear that this subdivision was approved and would therefore like to **Request an Appeal to the Zoning Administrator of the Solano County Planning Commission for the following reasons:**

Brian and Eileen West applied for a minor subdivision, on a parcel which was already created by a minor subdivision that was recorded previously as part of the Pippo Subdivision. It is our understanding that any further subdivision of the parcels by Mr. Pippo and/or any other partners must be applied for as a major subdivision.

We believe Brian and Eileen West purchased the Pippo property from Donald Pippo with a promissory note or notes and then the Wests proceeded to sell interest to two other parties (please see the attached documents). We consider this to be a paper transaction with regards to avoiding the major subdivision requirements.

The attached documents state that Brian and Eileen West purchased the property for a cost of \$400,000.00 and have entered into a recorded note for the entire sum with seller, Donald Pippo (please see the attached documents).



Re: An Appeal Request for the  
Lands of West Minor Subdivision MS-14-03  
Advertised as "English Creek Estates"  
Page 2

We received a letter stating that this was to be a Minor Subdivision consisting of three (3) homes. However, on Saturday May 2, 2015, Elizabeth Fry with Intero Real Estate Services (Holder of Deed of Trust – A.P.N.: 0105-110-590) had a large article posted in the Reporter Real Estate Section stating "**English Creek Estates – Second phase, coming soon. Beautiful residential 2 + acre lots, first phase is sold out. Second phase coming soon**". How can this be a Minor Subdivision and not classified as a Major Subdivision? It is our understanding that the lots for sale are shown by the listing broker on a map of a large scaled project. For this reason we also believe this project overall will be a much larger scaled development and should be re-applied for as a Major Subdivision. Impacts on the egress roads for entry and exit as shown on the Assessor's Map, Book 105, Page 11, based on the Pippo Subdivision as part of the general plan can then be addressed.

We feel that a major Subdivision will also have an impact on a portion of the Pippo Ranch/Park where events take place such as weddings, reunions, birthday's etc. it resides on this subdivision parcel as well. We are not quite sure of the impacts or implications of this issue with it being listed as part of the parcel subdivision project.

Only with the review of a major application can we be assured that all of our concerns and impacts from the project will be addressed.

Thank you in advance for your time addressing some of our concerns regarding this matter.

Sincerely,  
  
  
Michael and Eileen Smith

RECEIVED

MAY 26 2015

SOLANO  
COUNTY COUNSEL

RECEIVED

MAY 26 2015

COUNTY OF SOLANO  
RESOURCE MANAGEMENT

May 23, 2015

Solano County Department of Resource Management,  
Planning Division, County Administration Center  
675 Texas Street, #5500  
Fairfield, CA 94533

Re: Lands of West Minor Subdivision MS-14-03

Dear Mr. Yancovich and members of the Solano County Planning Commission,

We are writing to you today because we have concerns about what is proposed as a Minor Subdivision ~ Application No. MS-14-03 ~ **Brian West (Pippo Ranch) being advertised as "English Creek Estates"**. We were planning on attending a May 21<sup>st</sup> planning meeting at 7:00 p.m., only to find that it had been canceled. Our names are Michael and Eileen Smith we are adjacent property owners of the proposed Minor Subdivision. Our address is 4108 Pippo Lane in Vacaville, CA. We have grave concerns and questions regarding this proposed New Minor Subdivision that is being described in the Real Estate Section of the Reporter as "English Creek Estates"

On Saturday, February 2<sup>nd</sup> 2015 an article in Real Estate Section of the Reporter by Elizabeth Fry with Intero Real Estate Services stated "Welcome Home to English Creek Estates! Custom Home Lots in the Heart of English Hills. Here is the opportunity to build the home that you've always dreamed of. 2.5 acre lots with gentle terrain, public water, paved private road and scenic views in all directions. All this only minutes from downtown Vacaville. Call Elizabeth Fry today. She will introduce you our preferred Home Builders, Designers and Lenders. Her team of professionals will guide you through the process to make your home building process a dream come true".

Then on Saturday, May 2, 2015 in the Reporter another article by Elizabeth Fry with Intero Real Estate Services with a picture of the advertised property stated "English Creek Estates ~ **Second phase**, coming soon. Beautiful residential 2 + acre lots, first phase is sold out. Second phase coming soon. These lots are ready to build with power, public water, telephone, and road to the lot. Gentle rolling terrain, very scenic and close to town. Lots starting at \$225,000."

RECEIVED

MAY 26 2015

COUNTY OF SOLANO  
RESOURCE MANAGEMENT

Re: Lands of West Minor Subdivision MS-14-03  
Page 2

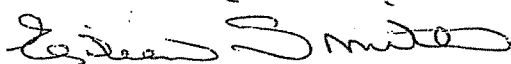

The current MLS # 21501891 on Interno's website for this project was last updated 5/23/2015 and stated what we believe, has all three (3) lots still available. Nothing is mentioned about Parcel #4 of "English Hills Estates", unless it would be considered "Phase Two coming soon", which to us looks as if it will be treated as another "Minor Subdivision" under another title holder.

In the initial Study and Mitigated Negative Declaration LANDS OF WEST MS 14-03, 1.2, the Project Description also states "Therefore, this analysis assumes impacts for a total of eight (8) potential residential dwelling units." With that said, it appears that the applied for project could have 8 residential dwelling units and would, to us, would therefore require a **Major Subdivision** application.

We received a letter stating that this was to be a **Minor Subdivision** consisting of three (3) homes, however according to the articles in the Reporter, "**Phase One is now Sold Out and Phase Two is coming soon!**" How can this be a **Minor Subdivision** and not classified as a **Major Subdivision**? It is our understanding that the lots for sale are shown by the listing broker on a map of a larger project. We truly believe that this should be classified as a **Major Subdivision** and not as a **Minor Subdivision**. We also believe this proposed project overall will be a much larger scaled development and should be re-applied for as a **Major Subdivision**. Impacts on the egress roads for entry and exit as shown on the Assessor's Map, Book 105, Page 11, based on the Pippo Subdivision as part of the general plan can then be addressed.

Thank you in advance for addressing some of our concerns regarding this matter.

Sincerely,



Michael and Eileen Smith

cc: County Attorney





Department Of  
Resource Management  
675 Texas Street, Suite 5500  
Fairfield, CA • 94533 • (707) 784-6765

## NOTICE OF PUBLIC HEARING

### Zoning Administrator

(The County of Solano, in compliance with the Americans With Disabilities Act of 1990, will provide accommodations for persons with disabilities who attend public meetings and or participate in county sponsored programs, services, and activities. If you have the need for an accommodation, such as, interpreters or materials in alternative format, please contact Kristine Letterman, Department of Resource Management at the address and phone number listed above.)

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**NOTICE IS GIVEN** that the Solano County Zoning Administrator will hold a public hearing to consider **Minor Subdivision Application No. MS-14-03 of Brian West (Pippo Ranch)** to subdivide a 22 acre parcel into three lots of 2.5 acres and one lot of 14 acres located at the corner of English Hills Road and Cantelow Road, Vacaville, in an "A-20" Exclusive Agricultural Zoning District, APN: 0105-110-590. The Zoning Administrator will also be considering adoption of a Mitigated Negative Declaration of Environmental Impact as recommended by the Solano County Department of Resource Management. (Project Planner: Nedzlene Ferrario)

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Zoning Administrator at, or prior to, the public hearing.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available at [www.solanocounty.com](http://www.solanocounty.com) under Departments, Resource Management, Boards and Commissions, approximately one week prior to the meeting.

The hearing will be held in the Department of Resource Management Conference Room, 675 Texas Street, Suite 5500, Fairfield at 10:00 a.m. on Thursday, May 7, 2015. Interested persons may appear and be heard.

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***Daily Republic - legal ad/one time - Wednesday, April 22, 2015***  
***Vacaville Reporter - legal ad/one time - Thursday, April 23, 2015***

RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 504-20284-DTKL

**AND WHEN RECORDED MAIL TO**

BRIAN WEST AND EILEEN LOIS WEST  
112 Pepperell Court  
Vacaville CA 95688

A.P.N.: 0105-110-590

Recorded in Official Records, Solano County

**Marc C. Tonnesen**  
Assessor/Recorder

06 Placer Title Co

Doc#: 201400078524



10/14/2014  
8:00 AM  
AR16  
06

Titles: 1	Pages: 3
Fees	19.00
Taxes	440.55
Other	0.00
PAID	\$459.55

**GRANT DEED**

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$440.55 City Transfer Tax: \$0.00

(X) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **DONALD PIPPO, AS TRUSTEE OF THE PIPPO FAMILY TRUST, UNDER DECLARATION OF TRUST DATED MARCH 9, 2008**

Hereby GRANT(S) to **BRIAN WEST AND EILEEN LOIS WEST, HUSBAND AND WIFE**, AS JOINT TENANTS

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION**

Dated: October 10, 2014

THE PIPPO FAMILY TRUST, UNDER DECLARATION

By: Donald Pippo  
DONALD PIPPO, AS TRUSTEE

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

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Name	Street Address	City & State
------	----------------	--------------

STATE OF CALIFORNIA  
COUNTY OF Solano

On 10-10-14 before me, D Tingley, Notary Public,

personally appeared Donald Pippo.

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: [Signature]  
Commission Expiration Date: 11-1-16



**GOVERNMENT CODE 27361.7**  
I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:  
Name of Notary DEANNA TINGLEY  
Commission Number 19933109  
Place of Execution SOLANO  
Date Commission Expires NOV 1, 2010  
10/13/14 DATE [Signature] PLACER TITLE COMPANY

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

\_\_\_\_\_  
Name Street Address City & State



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT "4" AS SHOWN ON THE FINAL MAP OF THE PIPPO SUBDIVISION, FILED IN BOOK 75, MAPS, PAGE 86, SOLANO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT "4", AS SHOWN ON SAID MAP OF THE PIPPO SUBDIVISION FILED IN BOOK 75, MAPS, PAGE 86, SOLANO COUNTY RECORDS, SAID POINT BEING AT THE MOST SOUTHWESTERLY CORNER OF LOT "1", AS SHOWN ON SAID MAP OF THE PIPPO SUBDIVISION, SAID POINT ALSO BEING ON THE EASTERLY LINE OF ENGLISH HILLS ROAD, AS SHOWN ON SAID MAP OF THE PIPPO SUBDIVISION; THENCE LEAVING SAID EASTERLY LINE OF ENGLISH HILLS ROAD ALONG THE NORTHERLY LINE OF SAID LOT "4" THE FOLLOWING COURSES AND DISTANCES: S 89° 00' 17" E 792.03 FEET AND N 72° 05' 18" E 417.37 FEET; THENCE LEAVING SAID NORTHERLY LINE OF LOT "4", S 5° 32' 48" E 174.64 FEET, THENCE S 70° 47' 25" E 116.31 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT "4", THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT "4", S 24° 25' 01" W 27.71 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 89.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 15' 53" TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY 51.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59° 23' 33" TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY 71.39 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40° 54' 05"; THENCE S 16° 11' 26" W 158.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY 180.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 103° 09' 18" TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 160.00 FEET; THENCE NORTHWESTERLY 96.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 33' 20"; THENCE ON A NON-TANGENT LINE, S 55° 00' 00" W 268.20 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 250.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S 67° 49' 56" W; THENCE SOUTHEASTERLY 93.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 28' 05"; THENCE ON A NON-TANGENT LINE S 68° 59' 56" W 366.01 FEET TO THE BEGINNING OF CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY 67.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77° 54' 03" TO A POINT ON THE SOUTHERLY LINE OF SAID LOT "4", SAID POINT BEING ON THE NORTHERLY LINE OF CANTELOW ROAD, AS SHOWN ON SAID MAP OF THE PIPPO SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT "4" AND THE NORTHERLY LINE OF SAID CANTELOW ROAD THE FOLLOWING COURSES AND DISTANCES; S 75° 24' 06" W 229.48 FEET AND S 77° 52' 32" W 207.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY 51.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 98° 03' 22" TO A POINT ON THE EASTERLY LINE OF SAID ENGLISH HILLS ROAD, SAID POINT BEING ON THE WESTERLY LINE OF SAID LOT "4"; THENCE NORTHERLY ALONG THE SAID WESTERLY LINE OF LOT "4", THE FOLLOWING COURSES AND DISTANCES: N 4° 04' 06" W 340.92 FEET, N 9° 33' 00" E 210.73 FEET, N 15° 15' 38" E 50.25 FEET, N 0° 08' 52" E 30.61 FEET, N 9° 33' 00" E 30.85 FEET, N 5° 20' 45" W 158.22 FEET AND N 7° 15' 45" W 140.32 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER, AS RESERVED IN DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, A NATIONAL BANKING ASSOCIATION, TO PAUL PIPPO AND WIFE, DATED JANUARY 19, 1945 AND RECORDED FEBRUARY 7, 1945, IN BOOK 298 OF OFFICIAL RECORDS, AT PAGE 69, INSTRUMENT NO. 1283.

APN: 0105-110-590

**END OF  
DOCUMENT**



RECORDING REQUESTED BY

PLACER TITLE COMPANY

When Recorded Mail To:

DONALD PIPPO, AS TRUSTEE OF THE PIPPO FAMILY TRUST, UNDERDECLARATION OF TRUST DATED MARCH 9, 2008  
4142 Cantelow Road.  
Order No. 504-20284-DTKL  
Vacaville CA 95688

Recorded in Official Records, Solano County

Marc C. Tonnesen  
Assessor/Recorder

06 Placer Title Co

Doc#: 201400078525



10/14/2014  
8:00 AM  
AR16  
XX

Titles: 2      Pages: 6  
Fees            61.00  
Taxes           0.00  
Other            0.00  
PAID            \$61.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(WITH ACCELERATION CLAUSE)**

This DEED OF TRUST, made **October 09, 2014**, between

**BRIAN WEST AND EILEEN LOIS WEST, HUSBAND AND WIFE** herein called TRUSTOR, whose address is , ,

PLACER TITLE COMPANY, a California corporation, herein called TRUSTEE, and

**DONALD PIPPO, AS TRUSTEE OF THE PIPPO FAMILY TRUST, UNDER DECLARATION OF TRUST DATED MARCH 9, 2008** herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property described as:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT "4" AS SHOWN ON THE FINAL MAP OF THE PIPPO SUBDIVISION, FILED IN BOOK 75, MAPS, PAGE 86, SOLANO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT "4" AND THE NORTHERLY LINE OF SAID CANTELOW ROAD THE FOLLOWING COURSES AND DISTANCES; S 75° 24' 06" W 229.48 FEET AND S 77° 52' 32" W 207.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY 51.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 98° 03' 22" TO A POINT ON THE EASTERLY LINE OF SAID ENGLISH HILLS ROAD, SAID POINT BEING ON THE WESTERLY LINE OF SAID LOT "4"; THENCE NORTHERLY ALONG THE SAID WESTERLY LINE OF LOT "4", THE FOLLOWING COURSES AND DISTANCES: N 4° 04' 06" W 340.92 FEET, N 9° 33' 00" E 210.73 FEET, N 15° 15' 38" E 50.25 FEET, N 0° 08' 52" E 30.61 FEET, N 9° 33' 00" E 30.85 FEET, N 5° 20' 45" W 158.22 FEET AND N 7° 15' 45" W 140.32 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER, AS RESERVED IN DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, A NATIONAL BANKING ASSOCIATION, TO PAUL PIPPO AND WIFE, DATED JANUARY 19, 1945 AND RECORDED FEBRUARY 7, 1945, IN BOOK 298 OF OFFICIAL RECORDS, AT PAGE 69, INSTRUMENT NO. 1283.

APN: 0105-110-590

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Payment of the sum of **\*\*\* Four Hundred Thousand and 00/100 Dollars \*\*\* ( \$400,000.00)** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

**A. To protect the security of this Deed of Trust, Trustor agrees:**

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs; fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

**B. It is mutually agreed:**

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided or disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating all sums secured hereby have been paid, and surrender of this Deed and said Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held



hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- (7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (9) That Trustee Accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Signature of Trustor(s)

By: Brian West  
BRIAN WEST

By: Eileen Lois West  
EILEEN LOIS WEST

STATE OF CALIFORNIA )  
COUNTY OF Solano ) ss.

On 10-10-14 before me, D. Tingley, Notary Public,

personally appeared Brian West & Eileen Lois West

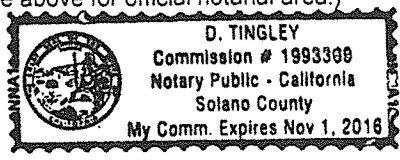
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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]

Notary Public in and for said County and State

(Space above for official notarial area.)



REQUEST FOR FULL RECONVEYANCE

TO ESCROW HOLDER, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. You are hereby requested and directed to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust.

Dated \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to: \_\_\_\_\_

Do not lose or destroy this DEED OF TRUST or the NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF )

On \_\_\_\_\_ before me, \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public in and for said County and State

(Space above for official notarial area.)

END OF DOCUMENT

RECORDING REQUESTED BY

**CLIFF NEAL**

When Recorded Mail To:

CLIFF NEAL

P.O. Box 5891  
Vacaville, CA 95696

Recorded in Official Records, Solano County

**Marc C. Tonnesen**  
Assessor/Recorder

12/26/2014  
8:00 AM  
AR64  
07

06 Placer Title Co

Doc#: **201400099484**



Titles: 2	Pages: 6
Fees	61.00
Taxes	0.00
Other	0.00
PAID	\$61.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(WITH ACCELERATION CLAUSE)**

Recorder's Note:

This DEED OF TRUST, made, December 18, 2014 between

Request for Notice not complete or charged.

**BRIAN WEST AND EILEEN LOIS WEST, HUSBAND AND WIFE** herein called TRUSTOR, whose address is 112 PEPPERELL COURT, VACAVILLE, CA 95688,

PLACER TITLE COMPANY, a California corporation, herein called TRUSTEE, and

**CLIFF NEAL** herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee In Trust, with Power of Sale, that property described as:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT "4" AS SHOWN ON THE FINAL MAP OF THE PIPPO SUBDIVISION, FILED IN BOOK 75, MAPS, PAGE 86, SOLANO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT "4", AS SHOWN ON SAID MAP OF THE PIPPO SUBDIVISION FILED IN BOOK 75, MAPS, PAGE 86, SOLANO COUNTY RECORDS, SAID POINT BEING AT THE MOST SOUTHWESTERLY CORNER OF LOT "1", AS SHOWN ON SAID MAP OF THE PIPPO SUBDIVISION, SAID POINT ALSO BEING ON THE EASTERLY LINE OF ENGLISH HILLS ROAD, AS SHOWN ON SAID MAP OF THE PIPPO SUBDIVISION; THENCE LEAVING SAID EASTERLY LINE OF ENGLISH HILLS ROAD ALONG THE NORTHERLY LINE OF SAID LOT "4" THE FOLLOWING COURSES AND DISTANCES: S 89° 00' 17" E 792.03 FEET AND N 72° 05' 18" E 417.37 FEET; THENCE LEAVING SAID NORTHERLY LINE OF LOT "4", S 5° 32' 48" E 174.84 FEET, THENCE S 70° 47' 25" E 116.31 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT "4", THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT "4", S 24° 25' 01" W 27.71 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 89.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 15' 53" TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY 51.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59° 23' 33" TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY 71.39 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40° 54' 05"; THENCE S 16° 11' 26" W 158.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY 180.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 103° 09' 18" TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 160.00 FEET; THENCE NORTHWESTERLY 96.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 33' 20"; THENCE ON A NON-TANGENT LINE, S 55° 00' 00" W 268.20 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 250.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S 67° 49' 56" W; THENCE SOUTHEASTERLY 93.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 28' 05"; THENCE ON A NON-TANGENT LINE S 68° 59' 56" W 366.01 FEET TO THE BEGINNING OF CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY 67.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77° 54' 03" TO A POINT ON THE SOUTHERLY LINE OF SAID LOT "4", SAID POINT BEING ON THE NORTHERLY LINE OF CANTELOW ROAD, AS SHOWN ON SAID MAP OF THE PIPPO



SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT "4" AND THE NORTHERLY LINE OF SAID CANTELOW ROAD THE FOLLOWING COURSES AND DISTANCES; S 75° 24' 06" W 229.48 FEET AND S 77° 52' 32" W 207.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY 51.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 98° 03' 22" TO A POINT ON THE EASTERLY LINE OF SAID ENGLISH HILLS ROAD, SAID POINT BEING ON THE WESTERLY LINE OF SAID LOT "4"; THENCE NORTHERLY ALONG THE SAID WESTERLY LINE OF LOT "4", THE FOLLOWING COURSES AND DISTANCES: N 4° 04' 06" W 340.92 FEET, N 9° 33' 00" E 210.73 FEET, N 15° 15' 38" E 50.25 FEET, N 0° 08' 52" E 30.81 FEET, N 9° 33' 00" E 30.85 FEET, N 5° 20' 45" W 158.22 FEET AND N 7° 15' 45" W 140.32 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER, AS RESERVED IN DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, A NATIONAL BANKING ASSOCIATION, TO PAUL PIPPO AND WIFE, DATED JANUARY 19, 1945 AND RECORDED FEBRUARY 7, 1945, IN BOOK 298 OF OFFICIAL RECORDS, AT PAGE 69, INSTRUMENT NO. 1283.

APN: 0105-110-590

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Payment of the sum of **\*\*\* Twenty Five Thousand and 00/100 Dollars \*\*\*** **\$25,000.00** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

**The Deed of Trust that secures the note of same date contains an acceleration provision and said provision is also disclosed on the note as follows:**

**ACCELERATION CLAUSE: If the trustors shall sell, convey or alienate said property or any part thereof or any interest therein, or shall be divested of their title in any manner or way, whether voluntarily or involuntarily; any indebtedness or obligation secured hereby, Irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.**

**A. To protect the security of this Deed of Trust, Trustor agrees:**

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs; fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided or disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating all sums secured hereby have been paid, and surrender of this Deed and said Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in

such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- (7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (9) That Trustee Accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Signature of Trustor(s)

By: Brian West  
BRIAN WEST

By: Eileen Lois West  
EILEEN LOIS WEST

**THIS INSTRUMENT FILED FOR RECORDING BY  
PLADEN TITLE CO, AS AN ACCOMMODATION ONLY  
AND HAS NOT BEEN EXAMINED AS TO ITS  
EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.**

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 the document.

STATE OF CALIFORNIA

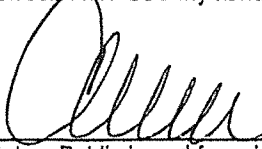
COUNTY OF Solano

)  
) ss.  
)

On 12/23/14 before me, C. Brown, Notary Public, personally  
appeared Brian West and Eileen Lois West

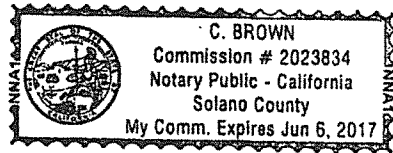
\_\_\_\_\_, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on  
the instrument 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.



\_\_\_\_\_  
Notary Public in and for said County and State

(Space above for official notarial area.)







**Marc C. Tonnesen**  
Assessor/Recorder

**RECORDING REQUESTED BY**

**ELIZABETH FRY**

When Recorded Mail To:

**ELIZABETH FRY**

12 6906 Pleasants Valley Rd  
Vacaville CA 95688

06 Placer Title Co

Doc#: 201500003658



Titles: 2	Pages: 6
Fees	61.00
Taxes	0.00
Other	0.00
<b>PAID</b>	<b>\$61.00</b>

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(WITH ACCELERATION CLAUSE)**

This DEED OF TRUST, made, January 09, 2015 between

**BRIAN WEST AND EILEEN LOIS WEST, HUSBAND AND WIFE** herein called TRUSTOR, whose address is 112 PEPPERELL COURT, VACAVILLE, CA 95688,

**PLACER TITLE COMPANY**, a California corporation, herein called TRUSTEE, and

**ELIZABETH FRY** herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property described as:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT "4" AS SHOWN ON THE FINAL MAP OF THE PIPPO SUBDIVISION, FILED IN BOOK 75, MAPS, PAGE 86, SOLANO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT "4", AS SHOWN ON SAID MAP OF THE PIPPO SUBDIVISION FILED IN BOOK 75, MAPS, PAGE 86, SOLANO COUNTY RECORDS, SAID POINT BEING AT THE MOST SOUTHWESTERLY CORNER OF LOT "1", AS SHOWN ON SAID MAP OF THE PIPPO SUBDIVISION, SAID POINT ALSO BEING ON THE EASTERLY LINE OF ENGLISH HILLS ROAD, AS SHOWN ON SAID MAP OF THE PIPPO SUBDIVISION; THENCE LEAVING SAID EASTERLY LINE OF ENGLISH HILLS ROAD ALONG THE NORTHERLY LINE OF SAID LOT "4" THE FOLLOWING COURSES AND DISTANCES: S 89° 00' 17" E 792.03 FEET AND N 72° 05' 18" E 417.37 FEET; THENCE LEAVING SAID NORTHERLY LINE OF LOT "4", S 5° 32' 48" E 174.64 FEET, THENCE S 70° 47' 25" E 116.31 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT "4", THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT "4", S 24° 25' 01" W 27.71 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY 89.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 15' 53" TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY 51.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59° 23' 33" TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY 71.39 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40° 54' 05"; THENCE S 16° 11' 26" W 158.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY 180.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 103° 09' 18" TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 160.00 FEET; THENCE NORTHWESTERLY 96.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 33' 20"; THENCE ON A NON-TANGENT LINE, S 55° 00' 00" W 268.20 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 250.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S 67° 49' 56" W; THENCE SOUTHEASTERLY 93.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 28' 05"; THENCE ON A NON-TANGENT LINE S 68° 59' 56" W 366.01 FEET TO THE BEGINNING OF CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY 67.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77° 54' 03" TO A POINT ON THE SOUTHERLY LINE OF SAID LOT "4", SAID POINT BEING ON THE NORTHERLY LINE OF CANTELOW ROAD, AS SHOWN ON SAID MAP OF THE PIPPO

SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT "4" AND THE NORTHERLY LINE OF SAID CANTELOW ROAD THE FOLLOWING COURSES AND DISTANCES; S 75° 24' 06" W 229.48 FEET AND S 77° 52' 32" W 207.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY 51.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 98° 03' 22" TO A POINT ON THE EASTERLY LINE OF SAID ENGLISH HILLS ROAD, SAID POINT BEING ON THE WESTERLY LINE OF SAID LOT "4"; THENCE NORTHERLY ALONG THE SAID WESTERLY LINE OF LOT "4", THE FOLLOWING COURSES AND DISTANCES: N 4° 04' 06" W 340.92 FEET, N 9° 33' 00" E 210.73 FEET, N 15° 15' 38" E 50.25 FEET, N 0° 08' 52" E 30.61 FEET, N 9° 33' 00" E 30.85 FEET, N 5° 20' 45" W 158.22 FEET AND N 7° 15' 45" W 140.32 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER, AS RESERVED IN DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, A NATIONAL BANKING ASSOCIATION, TO PAUL PIPPO AND WIFE, DATED JANUARY 19, 1945 AND RECORDED FEBRUARY 7, 1945, IN BOOK 298 OF OFFICIAL RECORDS, AT PAGE 69, INSTRUMENT NO. 1283.

APN: 0105-110-590

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Payment of the sum of **\*\*\* FIFTEEN Thousand and 00/100 Dollars \*\*\*** **\$15,000.00** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

The Deed of Trust that secures the note of same date contains an acceleration provision and said provision is also disclosed on the note as follows:

**ACCELERATION CLAUSE:** If the trustors shall sell, convey or alienate said property or any part thereof or any interest therein, or shall be divested of their title in any manner or way, whether voluntarily or involuntarily; any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.

This Instrument Filed for Recording by  
PLACER TITLE CO. as an ACCOMMODATION ONLY  
and has not been examined as to its  
execution or as to its effect upon the title.



**A. To protect the security of this Deed of Trust, Trustor agrees:**

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs; fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

**B. It is mutually agreed:**

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided or disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating all sums secured hereby have been paid, and surrender of this Deed and said Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the



truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- (7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (9) That Trustee Accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Signature of Trustor(s)

By: Brian West  
BRIAN WEST

By: Eileen Lois West  
EILEEN LOIS WEST

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 SOLANO

)  
) ss.  
)

On 01/12/2015 before me, K. Lindsey, Notary Public, personally appeared BRIAN WEST AND EILEEN LOIS WEST

\_\_\_\_\_, 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]  
\_\_\_\_\_  
Notary Public in and for said County and State

(Space above for official notarial area.)



**REQUEST FOR FULL RECONVEYANCE**

TO PLACER TITLE COMPANY, a California corporation, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. You are hereby requested and directed to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust.

Dated \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to: \_\_\_\_\_

**Do not lose or destroy this DEED OF TRUST or the NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

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, \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public in and for said County and State                                 (Space above for official notarial area.)

END OF DOCUMENT