

Simmons, Mark
CA085102650

23619176

Regina Alcomendras
Santa Clara County - Clerk-Recorder

04/06/2017 04:16 PM

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO

Secretary to Executive Committee
Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609

Titles: 2 Pages: 8

**Fees: \$76.00
Taxes: \$0.00
Total: \$76.00**



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

(This is a voluntary contractual assessment lien pursuant to Streets & Highways Code §5898.30 and recorded pursuant to Sts. & Hy. Code §5898.32. This Notice of Assessment does not create an involuntary lien within the meaning of Government Code §27297.5)

**NOTICE OF ASSESSMENT
AND
PAYMENT OF CONTRACTUAL ASSESSMENT REQUIRED
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
LIMITED OBLIGATION IMPROVEMENT BONDS
(CALIFORNIA HERO PROGRAM)**

Pursuant to the requirements of Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, as amended, commencing with Section 5898.10 (Chapter 29), including without limitation Sections 5898.24(d) and 5898.32 of Chapter 29, and in furtherance of Section 1102.6b of the California Civil Code, Western Riverside Council of Governments ("WRCOG"), County of Riverside, State of California, hereby provides notice of the levy and collection by WRCOG of a contractual assessment under the WRCOG California HERO Program (the "Program"), established and authorized pursuant to Chapter 29.

The Executive Committee of WRCOG approved a report (the "Program Report") prepared by the Executive Director, in accordance with Sections 5898.22 and 5898.23 of the Act, established the Program to be implemented as provided in the Program Report, confirmed that voluntary contractual assessments may be levied against parcels within the jurisdictions of the member agencies of WRCOG participating in the Program (the "Program Area") within the parameters of the Program Report to finance certain distributed generation renewable energy sources, energy or water efficiency improvements, or electrical vehicle charging infrastructure (the "Improvements.")

Pursuant to the requirements of Sections 5898.24(d) and 5898.32 of Chapter 29, the undersigned Secretary of the Executive Committee of WRCOG, at the direction of such Executive Committee, HEREBY GIVES NOTICE that pursuant to Chapter 29, and the Program Report, as initially approved and as amended to date, that:

1. **Record Owners and Legal Description of Property.** The real property subject to this notice (the "Property") and the record owners of such property (the "Record Owners") are identified in Exhibit "A" to this Notice, attached and incorporates herein by this reference.

2. **The Contractual Assessment.** The Record Owners and WRCOG have entered into an Assessment Contract and may have also entered into a Memorandum Agreement of WRCOG HERO Program Assessment Contract (Residential) (the "Memorandum Agreement"). A copy of the Assessment Contract or Memorandum Agreement, if any, is contained in Exhibit "C" to this Notice, attached hereto and incorporated herein by this reference. Pursuant to the Assessment Contract, the Memorandum Agreement, if any, and Chapter 29, the Record Owners have requested and voluntarily agreed to the imposition of a voluntary contractual agreement against the Property (the "Contractual Assessment"), which is generally collected by the County of

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Santa Clara, on behalf of WRCOG, through the property tax bill for the property.

3. **Purpose for Which Funds Will Be Used.** The funds from the Contractual Assessment will finance the acquisition and construction and/or installation on the Property of the renewable energy system(s), energy efficiency and/or water efficiency improvement(s) that are permanently affixed to the Property and identified in the Assessment Contract.

4. **Total Annual Amount and Expiration of Contractual Assessment.** Pursuant to the Assessment Contract, WRCOG is making a disbursement in the principal amount of \$8,748.00 (the "Disbursement") on behalf of the Record Owners to finance the acquisition and installation and/or construction on the Property of the Improvements identified in the Assessment Contract. Pursuant to the Assessment Contract, the Record Owners agree that the property is subject to the Contractual Assessment levied against the Property in the principal amount of the Disbursement, together with fees and capitalized interest thereon, for a total Contractual Assessment in the amount of \$9,523.45, to be paid as set forth in the payment schedule on Exhibit "B" attached hereto. If the Contractual Assessment is so paid, such Contractual Assessment shall expire on 11/01/2021 unless prepaid in full prior to such date.

5. **Annual Administrative Assessment.** So long as the Contractual Assessment is unpaid, the Record Owners agree that the Property is subject to an annual administrative assessment levied against the Property to pay costs of WRCOG which result from the administration and collection of the Contractual Assessment and from the administration or registration of any associated bonds or other financing arrangement, as described in the Program Report, and from the administration of any reserve fund and other related funds (the "Annual Administrative Assessment"). The Annual Administrative Assessment shall not exceed the amount authorized pursuant to the HERO Residential Program Handbook.

NOTICE IS FURTHER GIVEN that upon the recording of this notice in the office of the County Recorder, the Contractual Assessment shall become a lien upon the Property. In addition, the Annual Administrative Assessment shall become a lien upon the Property at the same time as the property taxes upon the Property become a lien each year.

The specific contact information for WRCOG and more information regarding the Contractual Assessment may be obtained from the Program Manager at 4080 Lemon Street, 3rd Floor, Riverside, California (address), tel: (951) 955-7985.

Date of Assessment: 03/29/2017

Western Riverside Council of Governments
Program Administrator

By: _____

Authorized Officer

Andrew Ruiz

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EXHIBIT "A"

IDENTIFICATION OF PROPERTY OWNERS AND PROPERTY DESCRIPTION

Record Owner(s) Names: Mark Simmons, Lavonne Simmons

Address: 1952 Camargo Dr, San Jose, CA 95132

APN(s): 09214021

County: Santa Clara

Legal Description:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: LOT 77, "TRACT NO. 4385", RECORDED JANUARY 19, 1968 IN BOOK 232 OF MAPS, PAGE 38, SANTA CLARA COUNTY RECORDS. EXCEPTING THEREFROM THE UNDERGROUND WATER OR RIGHTS THERETO WITH NO RIGHTS OF SURFACE ENTRY, AS CONVEYED TO SAN JOSE WATER WORKS, A CALIFORNIA CORPORATION, BY DEED RECORDED IN BOOK 8064, OF OFFICIAL RECORDS, PAGE 510.

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EXHIBIT "B"

SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS

Tax Year	Total Annual Payment*	Interest Portion of Annual Payment**
2017 - 2018	\$2,332.15	\$901.75
2018 - 2019	\$2,332.15	\$530.49
2019 - 2020	\$2,332.15	\$410.56
2020 - 2021	\$2,332.15	\$282.54
2021 - 2022	\$2,332.15	\$145.88

* Includes the annual Assessment Installments due in the Tax Year and current annual assessment administrative fee of \$25.00 (subject to change).

** This column includes annual interest and any prepaid interest if financed.

EXHIBIT C

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MEMORANDUM AGREEMENT OF CALIFORNIA HERO PROGRAM ASSESSMENT CONTRACT (RESIDENTIAL)

THIS MEMORANDUM AGREEMENT OF CALIFORNIA HERO PROGRAM ASSESSMENT CONTRACT (RESIDENTIAL) is entered into as of this 14th day of March, 2017, between the Western Riverside Council of Governments, a joint exercise of powers of authority (the "Authority") and Mark Simmons, Lavonne Simmons, (individually and collectively the "Property Owner"), the record owner(s) of the fee title to the real property identified on Exhibit A (the "Property") and constitutes a binding contract of the parties hereto.

1. Authority has established the California HERO Program to allow financing of certain renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure that are permanently fixed to real property (the "Authorized Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the California Streets & Highways Code ("Chapter 29") and the issuance of improvement bonds under the Improvement Bond Act of 1915 (California Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid contractual assessments.
2. The Authority and the Property Owner are executing in connection herewith, that certain California HERO Program Assessment Contract (Residential) dated as of the date hereof (the "Assessment Contract").
3. The Property Owner hereby freely and willingly agrees to pay the assessment (the "Assessment") as provided in Exhibit B to the Assessment Contract plus interest and the Additional Administrative Assessment as provided in the Assessment Contract. The Assessment shall equal the total amount disbursed by the Authority to pay for (i) the Improvements identified on Exhibit A to the Assessment Contract, plus (ii) all costs, fees and interest associated therewith as reflected on Exhibit B to the Assessment Contract, which total amount is also known as the Actual Disbursement Amount (defined below).
4. Upon receipt of the fully executed and final Completion Certificate, as described in the current version of The California Residential HERO Program Handbook (referred to herein as the "Handbook"), the Authority shall calculate and disburse payments to those entitled to receive them (the "Actual Disbursement Amount") hereunder subject to such revisions as are agreed to pursuant to the Assessment Contract and subject to any Addendum to the Assessment Contract provided for under the Assessment Contract agreed to and executed by the parties hereto. The Property Owner shall comply with all requirements for contracting for the installation of the Improvements as required in the Assessment Contract and shall deliver such Completion Certificates as are provided for in the Assessment Contract. The Authority shall comply with all disbursement and recording requirements provided for in the Assessment Contract.
5. The Assessment, the interest and penalties thereon as a result of a delinquency in the payment of any installment of the Assessment, and the Additional Administrative Assessment shall constitute a lien against the Property (the "Assessment Lien") until they are paid and shall be collected and shall have the lien priority as set forth in Chapter 29 and may be enforced through judicial foreclosure action that could result in the sale of the Property for payment of the delinquent installments, and all penalties, interest and costs of suit, including attorneys' fees subject to such forbearance and subordination as may be provided in any Subordination Agreement that may be executed between the Authority and any other lienholder now or hereafter.
6. Except as otherwise set forth herein or in the Assessment Contract, this Contract shall expire upon (i) the final Assessment payment as provided in the Assessment Contract or (ii) any prepayment of the Assessment, provided that such prepayment is meant to be permanent and the party who is then the Property Owner does not execute a document confirming the assumption and continuation of the Assessment Contract and the Assessment Lien.
7. This Contract establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land pursuant to Civil Code Section 1462. If the Property is subdivided while the Assessment remains unpaid, the Assessment will be assigned to the newly-created parcel as provided in the Assessment Contract.
8. The Property Owner hereby waives (i) any otherwise applicable requirements of Article XIID of the California Constitution or any other provision of California law for an engineer's report, notice, public hearing, protest or ballot; (ii) any right to repeal the Assessment by initiative or any other action, or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of the Authority undertaken in connection with the HERO Program; and (iii) any rights waived in the Assessment Contract.


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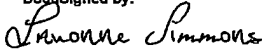
9. This Memorandum is subject to all of the terms, conditions and understandings of the Assessment Contract, which are incorporated herein by reference as though copied verbatim herein. In the event of a conflict between the terms of this Memorandum and the terms of the Assessment Contract, the terms of the Assessment Contract shall prevail.

Description of Improvements:

PRODUCT #1	
Product Category Type:	High-Efficiency HVAC - Furnace
PRODUCT #2	
Product Category Type:	High-Efficiency HVAC - Additional Work Scope - HVAC

IN WITNESS WHEREOF, the Authority and the Property Owner have duly executed this Memorandum as of the date first above written.

Owner 1:	
DocuSigned by:  332534903251431...	
Mark Simmons, Signature	
Date: 3/15/2017	Identity Verification Code:
Month/Day/Year	ID Verification Complete

Owner 2:	
DocuSigned by:  ED297F53EB8A4FB...	
Lavonne Simmons, Signature	
Date: 3/14/2017	Identity Verification Code:
Month/Day/Year	ID Verification Complete

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WRCOG: Executive Director and/or his or her designee:

Michael Wasgatt

Name (Please Print)

DocuSigned by:

Michael Wasgatt

885799604B3E489...

3/19/2017

WRCOG: Signature

Date of Execution by **WRCOG:**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California
County of Riverside

On April 4, 2017 before me, Cherish Latchman, Notary Public
(insert name and title of the officer)

personally appeared Andrew Ruiz
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he she they executed the same in
his her their authorized capacity (ies), and that by his her their signature (s) on the instrument the
person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)

