

TAB 75

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619.685.3003 750 B STREET  
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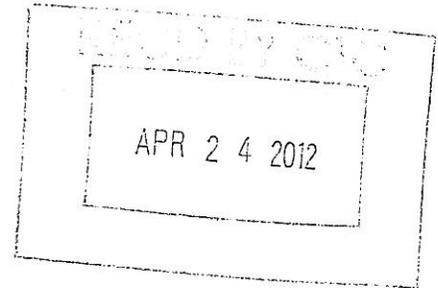
SELTZER | CAPLAN | McMAHON | VITEK  
A LAW CORPORATION

THOMAS F. STEINKE, ESQ.  
steinke@scmv.com  
619.685.3038  
619.702.6819 FAX

April 17, 2012

**Via U.S. Mail & Hand Delivery**

Chairman and Commissioners  
California Transportation Commission  
1120 N Street, Room 2221 (MS-52)  
Sacramento, California 95814



RE: Commission Meeting Date April 26, 2012 – Agenda Item #75  
Irvine City Hall, Irvine, California

Dear Honorable Chairman Tavaglione and Members of the California Transportation Commission:

**Introduction.**

Our firm represents Pardee Homes, a California corporation (“Pardee”). Pardee owns real property which includes a portion of the original alignment of the Old State Route 76 right-of-way (“Old SR-76 ROW”) that is an item before the Commission for vacation on your April 26, 2012 agenda.

**Requested Action.**

We support the California Department of Transportation’s (“Caltrans”) recommendation to approve the resolution to vacate the Old SR-76 ROW between Pankey Road and 0.8 mile easterly thereof. We therefore respectfully request your Commission approve the resolution to vacate right-of-way in the county of San Diego along SR-76 between Pankey Road and 0.8 mile easterly thereof.

**Background.**

In and before the year 2008 Caltrans had cooperated with the County of San Diego for the design and construction of a realigned SR-76 from Interstate 15 easterly for approximately one and one quarter mile.

The realigned SR-76 is a 4-traffic lane facility with left turn pockets while the Old SR-76 was 2-traffic lanes without left turn pockets.

Chairman and Commissioners  
California Transportation Commission  
April 16, 2012  
Page 2

Caltrans was able to secure the needed right-of-way for the realigned SR-76, in part, at no cost from the property owners adjacent to the realigned SR-76 (such as Pardee) via a Corporation Donation Grant Deed. Pardee's Deed to Caltrans for right-of-way necessary for the realigned SR-76 is attached as **Exhibit 1**.

In exchange for Pardee granting the right-of-way via a Corporation Donation Grant Deed to Caltrans, Caltrans agreed in writing to promptly vacate the Old SR-76 ROW and convey the vacated right-of-way to the underlying fee owner – in this case Pardee. (See the agreement attached as **Exhibit 2**.)

Caltrans is now requesting the California Transportation Commission approve a vacation map that would fulfill the Caltrans' obligation as per its 2008 agreement with Pardee to "promptly" vacate the Old SR-76 ROW.

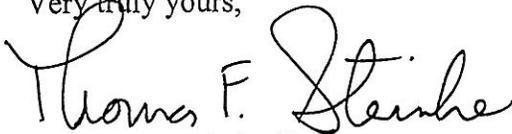
In addition to Caltrans contractual obligation to vacate the Old SR-76 ROW, you should also note in the Commission's backup documentation to this agenda item that the Historic Property Survey Report and the Archaeological Survey Report prepared for the Area of Potential Effect for the Realignment of State Route 76 concluded that, although in close proximity, none of the cultural resources identified in those reports will be affected by the construction of realigned SR-76 or vacation of the Old SR-76 ROW.

**Conclusion.**

For the reasons stated in our letter and in the Commission's backup documentation, we respectfully request your Commission to honor Caltrans' contractual obligation and perform its ministerial obligation to approve the resolution to vacate right-of-way in the county of San Diego along SR-76 between Pankey Road and 0.8 mile easterly thereof.

Thank you for your attention to this matter and for considering our request.

Very truly yours,



Thomas F. Steinke, Esq.  
Seltzer Caplan McMahon Vitek  
A Law Corporation

TFS/cil

Enclosures

cc: Mr. Jimmy Ayala, Pardee Homes (w/enclosures)

EXHIBIT 1

STATE OF CALIFORNIA HIGHWAY USAGE  
STATE BUSINESS FREE GOVT CODE 6103  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 11

When recorded mail to:

State of California  
Department of Transportation  
4050 Taylor Street M.S. 310  
San Diego, CA 92110

**COPY** of Document Recorded  
on 7/29/08 as No. 2008-403486  
Has not been compared with original.  
SAN DIEGO COUNTY RECORDER

Space above this line for Recorder's Use  
RW MAP \_\_\_\_\_ APN \_\_\_\_\_ E.A. 231502

**GRANT DEED**

(Corporation)  
(Donation)

District	County	Route	Post	Number
11	SD	76	30.0	33350-1, 2

PARDEE HOMES, a corporation organized and existing under and by virtue of the laws of the State of California, hereby GRANTS to the STATE OF CALIFORNIA, all that real property in the unincorporated community of Fallbrook, County of San Diego, State of California, described as:

SEE EXHIBIT "A" (the "Property")

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns together with the right to grant and transfer all or a portion of the same, as follows:

A. All oil, all rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing, that may be within or under the Property, together with the perpetual right of drilling, mining, exploring and operating thereof and storing in and removing the same from said Property or any other land, including the right to directionally drill and mine from lands other than the Property, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore or operate through or enter upon the surface of the Property in the exercise of such rights.

B. Any and all water, water rights or interests therein appurtenant or relating to the Property or owned or used by Grantor in connection with or with respect to the Property (no matter how acquired by Grantor), whether such water rights shall be riparian, overlying, appropriative, littoral, percolating, prescriptive, adjudicated, statutory or contractual, together with the right and power to explore, drill, redrill, remove and store the same from or in the Property or to divert or otherwise utilize such water, rights or interests on any other property owned or leased by Grantor; but without, however any right to enter upon the surface of the Property in the exercise of such rights.

C. It is expressly made a condition herein that the conveyed Property be used exclusively for (i) the purposes set forth in that certain agreement entitled "Right of Way Contract-State Highway", effective as of May 15, 2008 ("Agreement") and said conveyance is subject to each and every term in the Agreement, and (ii) public purposes for a period of at least fifteen (15) years from the recorded date of this deed; that if said Property ceases to be used in accordance with the terms of the Agreement or exclusively for public purposes during this minimum fifteen (15)-year period, the Grantor may exercise its power of termination. In the event the Grantor exercises its power of termination, all title and interest to said Property shall revert to the Grantor, and that the interest held by the State of California, Department of Transportation or its heirs or assigns, shall cease and terminate.

Number
33350-1, 2

(As used above, the term "Grantor" shall include the plural as well as the singular number.)

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this 7<sup>th</sup> day of May, 2008.

Dated: <u>05/07/08</u>	Pardee Homes, a California Corporation	
<u>Beth Fischer</u>	By: Its:	<u>Beth Fischer</u> <u>President Vice President</u>
Dated: <u>05/07/08</u>	Pardee Homes, a California Corporation <u>DON FEATHERS</u>	
<u>Don Feathers</u>	By: Its:	<u>Secretary VICE PRESIDENT</u>

[Corporate Seal]

State of California )  
County of San Diego )

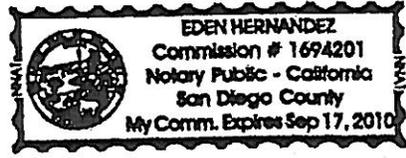
**ACKNOWLEDGMENT**

On May 7, 2008 before me Eden Hernandez, Notary Public  
(here insert name and title of the officer)  
personally appeared Beth Fischer and Don Feathers

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] (Seal)



## Exhibit A

### DONATION PARCELS 33350-1 and 33350-2

Those portions of real property conveyed in the Grant Deed to Pardee Homes, a California corporation, recorded October 19, 2007 as Document No. 2007-0673087 of Official Records, being also a portion of Rancho Monserate, in the County of San Diego, State of California, according to Map thereof on file in the office of the County Recorder of San Diego County in Book 1, page 108 of Patents, lying within the parcel described as follows:

COMMENCING at a brass disc stamped "SDGPS 3 1991" as shown on Record of Survey Map No. 16463, filed February 1, 2000 as File No. 2000-0051914 of Official Records of San Diego county, thence North 53°31'47" East 2203.358 meters to a 2" pipe with brass cap stamped 1981, designated as RMON 201 on Record of Survey Map No. 8832, being also Corner No. 1 of Rancho Monserate, according to Map No. 827 on file in the office of the Recorder of San Diego County; thence South 47°56'52" West 1267.828 meters to Point "A" being the beginning of a non-tangent curve, the center of which bears South 4°34'32" East 375.000 meters, thence westerly along said curve through a central angle of 3°35'24" a distance of 23.497 meters to the easterly boundary of Parcel 4 of Parcel Map No. 13703, Recorded February 28, 1985 as File No. 85-066725 of Official Records, being also Point "B", thence retracing easterly along said curve through a central angle of 3°35'24" a distance of 23.497 meters returning to Point "A" being also the **POINT OF BEGINNING**;

1. thence South 4°34'32" East 2.000 meters;
2. thence North 85°25'28" East 163.945 meters;
3. thence South 4°34'32" East 2.000 meters to the beginning of a non-tangent curve, the center of which bears North 4°34'32" W 579.000 meters;
4. thence easterly along said curve through a central angle of 23°37'23" a distance of 238.722 meters;
5. thence South 28°11'55" East 2.000 meters to the beginning of a non-tangent curve, the center of which bears North 28°11'55" West 581.000 meters;
6. thence northeasterly along said curve through a central angle of 11°38'53" a distance of 118.115 meters;
7. thence North 39°50'48" West 3.000 meters to the beginning of a non-tangent curve, the center of which bears North 39°50'48" West 578.000 meters;
8. thence northeasterly along said curve through a central angle of 14°39'04" a distance of 147.802 meters;
9. thence North 35°30'08" East 116.515 meters to the beginning of a tangent curve concave southeasterly and having a radius of 372.000 meters;
10. thence northeasterly along said curve through a central angle of 45°47'58" a distance of 297.359 meters;
11. thence North 79°55'46" East 210.994 meters;
12. thence North 7°34'36" West 30.356 meters;
13. thence South 81°23'38" West 81.235 meters;
14. thence North 86°24'40" West 86.112 meters to the easterly boundary of Rancho

- Monserate;
15. thence along said Rancho boundary South 0°18'38" West 7.958 meters to a point which is distant South 0°18'38" West 299.818 meters from Corner No. 1 of Rancho Monserate, according to Map No. 827;
  16. thence South 81°18'06" West 44.907 meters to the beginning of a tangent curve concave southeasterly and having a radius of 418.000 meters, being concentric with the curve in course (10);
  17. thence southwesterly along said curve through a central angle of 12°33'06" a distance of 91.571 meters;
  18. thence non-tangent to said curve South 80°09'44" West 12.279 meters;
  19. thence South 72°53'53" West 47.474 meters;
  20. thence South 48°21'44" West 92.000 meters to the beginning of a tangent curve, concave southeasterly and having a radius of 418.000 meters, being concentric with the curve in course (10);
  21. thence southwesterly along said curve through a central angle of 12°51'36" a distance of 93.820 meters;
  22. thence South 35°30'08" West 116.515 meters;
  23. thence North 54°29'52" West 2.000 meters to the beginning of a non-tangent curve, the center of which bears North 54°29'52" West 530.000 meters, being concentric with the curve in course (3);
  24. thence southwesterly along said curve through a central angle of 15°15'40" a distance of 141.168 meters;
  25. thence North 39°14'12" West 5.000 meters to the beginning of a non-tangent curve, the center of which bears North 39°14'12" West 525.000 meters, being concentric with the curve in course (3);
  26. thence southwesterly along said curve through a central angle of 34°39'40" a distance of 317.600 meters;
  27. thence North 4°34'32" West 2.000 meters;
  28. thence South 85°25'28" West 159.392 meters to the beginning of a non-tangent curve, the center of which bears North 23°32'16" West 1136.608 meters, being also the southerly boundary of Parcel 1 of Parcel Map No. 13703;
  29. thence southwesterly along said boundary and curve through a central angle of 1°07'38" a distance of 22.361 meters;
  30. thence continuing along said boundary South 67°35'22" West 23.081 meters to the easterly boundary Parcel 4 of Parcel Map No. 13703;
  31. thence along said boundary South 28°00'26" East 41.477 meters to the aforementioned Point "B" being also the beginning of the previously described non-tangent curve, the center of which bears South 8°09'56" East 375.000 meters;
  32. thence easterly along said curve through a central angle of 3°35'24" a distance of 23.497 meters to the **POINT OF BEGINNING**.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

*Dan Hooper*  
Dan Hooper, LS 7249  
License Expires 12/31/08  
Date: April 24, 2008



EXHIBIT 2

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY CONTRACT - STATE HIGHWAY

Sacramento, California

May 15, 2008 ("Effective Date")

Pardee Homes, a California Corporation  
Attn: Karen Kosup  
12626 Highbluff Drive, Suite 100  
San Diego, CA 92130  
Grantor

DISTRICT	COUNTY	ROUTE	KP	R/W E.A
11	SD	76	R28.0/31.9	231509

**RIGHT OF WAY CONTRACT – STATE HIGHWAY**

Document No. 33350-1, 2 in the form of a Grant Deed covering the property particularly described therein (the "Property") has been executed and delivered to Granite Construction Company.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said agreement and shall relieve Granite Construction Company and the State of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

Granite Construction Company ("Granite") is proposing to cause the construction of improvements to the SR 76 highway facility between Interstate Highway 15 easterly 2.2 KM (EA231501) ("Project"). It is understood Granite is acquiring these property rights in the name of the State and the property being conveyed by the Grant Deed will be used for construction of the Project. Should Granite not cause the completion of the Project, the State may, at its option, complete the Project and all terms and conditions of this agreement will continue unchanged. If the project is not completed, this contract shall be rescinded by the State and title to the Property shall be reconveyed to the Grantor. Construction of the improvements for the Project will begin by May 15, 2008, or such other reasonable time as the parties mutually agree upon to accommodate the construction scheduling for the Project. The Project will be completed no later than September 1, 2009 (the "Outside Date"). If the Project is not completed on or before September 1, 2010 (i.e., one year after the Outside Date), Grantor may exercise its reversionary rights, terminate this Agreement, and title to the Property shall be reconveyed to Grantor in accordance to Section 10 herein. If the State is diligently pursuing the completion of the Project but is unable to do so by the Outside Date, then Granite and/or the State may request of Grantor a reasonable extension of the Outside Date for completion of the Project, which request shall not be unreasonably denied by Grantor.

2. Granite Construction shall, by thirty (30) days prior to the initiation of construction of the improvements related to this agreement, or such other reasonable time as extended to accommodate the construction scheduling for the Project:

(A) Accept delivery for the State of the Property or interest to be conveyed by the Grant

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

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Deed and record same when title can be vested in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

b. Covenants, conditions, restrictions, easements and reservations of record, or contained in the above-referenced Grant Deed.

c. Easements or rights of way over said land for public or quasi-public utility uses or street purposes, if any.

d. Those exceptions or items nos. 5, 10, 14, 16, 17, 21, 22 and 25 listed in the Preliminary Title Report for the Property dated as of April 17, 2008 (Policy No. DIV-3022933 (22)).

(B) Pay all escrow, notary, and recording fees incurred in this transaction.

3. It is agreed that no monetary compensation for the Property conveyed by the Grant Deed is being paid by Granite or the State to Grantor.

4. Grantor warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month, and Grantor further agrees to hold the State harmless and reimburse the State for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Grantor for a period exceeding one (1) month.

5. Granite or the State shall at no expense to Grantor and at the time of construction of the Project perform the work on and adjacent to the Property as described and shown on the Plans For Construction Of State Highway In San Diego County On Route 76 From Interstate 15 To 2.2 KM East (EA231501) for the Project, including furnishing and installing approximately one hundred seventy (170) linear feet of sleeving for traffic signal conduit at E.S. 299+82 (or as constructed), and another approximately one hundred seventy (170) linear feet of sleeving for traffic signal conduit at E.S. 300+49 (or as constructed) as shown on the plans referenced above.

Permission is hereby granted to Granite or the State or their authorized agents to enter upon Grantor's Property, where necessary and in a reasonable manner, for the purpose of performing the above described work.

Grantor understands and agrees that, upon completion of the work described above, said sleeveings shall be the property of the State and the State shall maintain said sleeveings. The Grantor's future use of said sleeveings shall be predicated upon the Grantor obtaining an encroachment permit from the State, which permit shall not be unreasonably withheld.

Grantor further understands and agrees that, upon completion of the work described above, said traffic signal conduit shall become the sole property of Grantor, the responsibility for maintenance and repair of said property to be that of Grantor, and said maintenance and repair shall be performed from outside the highway right of way.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY CONTRACT - STATE HIGHWAY

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6. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this agreement, the right of possession and use of the Property by Granite or the State, including the right to remove and dispose of improvements owned by Grantor, shall commence no later than May 15, 2008, or the close of escrow controlling this transaction, whichever occurs first, and that the Grantor is donating the subject property for such possession and use from said date.

7. Should the Property be materially destroyed by fire, earthquake or other calamity without the fault of either party, this contract may be rescinded by the State or Granite.

8. State and Granite agree to indemnify and hold harmless Grantor from any claims, suits, actions, proceedings or liability arising out of State's or Granite's operations under this Agreement during the period or time of construction of the improvements. Granite further agrees to assume responsibility for any damages proximately caused by reason of Granite's operations under this agreement and Granite will, at its option, either repair or pay for such damage. In addition, only during the period of construction of the improvements contemplated by this Agreement, Granite shall name Grantor, its officers, employees and agents (or its successors and assigns) as additional insureds on Granite's policies of commercial general liability and property damage insurance.

9. If the improvements are not completed and this Agreement is rescinded by the State pursuant to section 1 above, then Granite and/or the State, at Granite's sole cost, shall return grantor's land to substantially the same condition of the land, or better, that existed immediately before work on the improvements began.

10. It is agreed that this Property is being conveyed to the State subject to the Grantor's reversionary rights. Should the Grantor exercise those reversionary rights, the State will process and convey the Property to the Grantor by Director's Deed at no cost to the Grantor, Grantor having donated this Property initially.

11. The State agrees to promptly vacate, pursuant to California Streets and Highways Code section 8330.5, any unused right-of-way easements for Highway 76 or SR 76 that remain on the Property following the relocation of Highway 76 as part of the Project. Further, the State agrees to process diligently under State law a vacation map, following the relocation of Highway 76 as part of the Project, any unused right-of-way easements held by the State for former right-of-way alignment for Highway 76 or SR 76 that is located immediately adjacent or contiguous to the Property. Finally, at no cost to Grantor, the State shall promptly reconvey to Grantor fee title to any portion of the Property not improved with relocated Highway 76, in substantially the same condition as such Property was conveyed to the State pursuant to the Grant Deed. Granite or the State shall at no expense to Grantor remove all improvements from the Property (or property immediately adjacent or contiguous to the Property) subject to such vacation of right-of-way easements.

12. The parties shall reasonably cooperate and promptly process Pardee's request(s) to obtain approval of construction change orders during Project construction.

This transaction will be handled through an escrow with First American Title Company located at 411 Ivy Street, San Diego, CA 92101, Telephone: (619) 231-4685 (Attention: Karen Hagen).

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY CONTRACT - STATE HIGHWAY

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PARDEE HOMES, a California corporation	PARDEE HOMES, a California corporation.
By: _____ Grantor	By: _____ Grantor
It's: _____	It's: _____
Dated: _____	Dated: _____

Recommended for Approval:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By Janet Schaffer  
Janet Schaffer  
Deputy District Director

By Pat Kipling  
Pat Kipling  
Senior Right of Way Agent

GRANITE CONSTRUCTION COMPANY

By William E. Barton  
William E. Barton  
Its Senior Vice President

*No Obligation Other Than Those Set forth Herein Will Be Recognized*

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY CONTRACT - STATE HIGHWAY

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PARDEE HOMES, a California corporation By: <u>[Signature]</u> Grantor It's: <u>Vice President</u> Dated: <u>05/07/08</u>	PARDEE HOMES, a California corporation By: <u>[Signature]</u> Grantor It's: <u>VICE PRESIDENT</u> Dated: <u>05/07/08</u>
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Recommended for Approval:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Janet Schaffer  
Deputy District Director

By \_\_\_\_\_  
Pat Kipling  
Senior Right of Way Agent

GRANITE CONSTRUCTION COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_

*No Obligation Other Than Those Set forth Herein Will Be Recognized*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

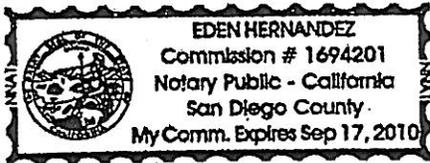
State of California

County of San Diego }

On May 7, 2008 before me, Eden Hernandez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Beth Fischer and Don Feathers  
Name(s) of Signer(s)

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]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Right of Way Contract - State Highway (SR-76)

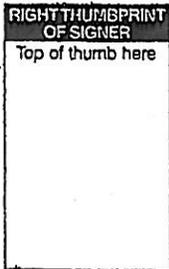
Document Date: \_\_\_\_\_ Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Beth Fischer

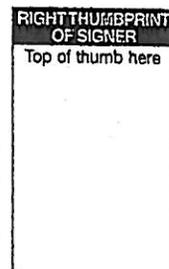
- Individual
- Corporate Officer — Title(s): Vice President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: Pardee Homes

Signer's Name: Don Feathers

- Individual
- Corporate Officer — Title(s): Vice President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: Pardee Homes

