

Important San Luis Obispo &
Fresno County, CA
Real Estate **Auction**

36.61±
acres
Offered in 4 Tracts

INFORMATION BOOK

Tracts 1-3
Fresno

Wednesday,
August 10th • 6pm

Held at 4105 W. Figarden Drive,
Fresno, CA

Tract 4

Cambria

Thursday,
August 11th • 6pm

Held at 2905 Burton Drive,
Cambria, CA

- 36.61± Acres of a Mix of Rural & Commercial/Development Land • Beautiful Potential Homestead & Development Sites • 2 Tracts in Fresno City Limits, 1 Tract Just Outside City Limits
- Tract 4 Near the Famous Hwy 1 with an Ocean View! • Tracts Ranging from 1.92-17.54± Acres

Auction Company:
SCHRADER
Real Estate and Auction Company, Inc.

California Broker:
Sierra Land Company
Ph: 559.479.6582

 **ONLINE BIDDING AVAILABLE**

6% Buyer's Premium **800.451.2709**
www.SchraderAuction.com

DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner, Broker and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

Tracts 1-3 Seller: West Fresno Holdings LLC and the Waterford Foundation
Tract 4 Seller: Assemi Brothers LLC



SCHRADER REAL ESTATE & AUCTION CO., INC.
950 N. Liberty Dr., Columbia City, IN 46725
260-244-7606 or 800-451-2709
SchraderAuction.com

SUMMARY OF AUCTION TERMS & CONDITIONS:

BIDDING PROCEDURE: You may bid on any individual tract or any combination of two or more of the Fresno County tracts. Bidding on the individual Fresno County tracts will compete w/ combination bids until the end of bidding. Final bids are subject to Seller's acceptance or rejection.

PURCHASE CONTRACT: Immediately following the close of bidding, each high bidder will sign a purchase contract in the form provided in the bidder packets. All information contained in this brochure & other marketing materials is subject to the terms of the purchase contract.

BUYER'S PREMIUM: The purchase price will be the high bid amount plus a 6% buyer's premium.

PAYMENT: 10% of the purchase price will be due as an earnest money deposit, w/ the balance due at closing. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

CLOSING: To be scheduled in accordance w/ the purchase contract, approx. 45 days after the auction.

POSSESSION: At closing.

REAL ESTATE TAXES: Prorated to the day of closing.

DELIVERY OF TITLE: By warranty deed, subject to Permitted Exceptions as defined in the purchase contract.

EVIDENCE OF TITLE: Preliminary title evidence will be available to review before the auction. Buyer will receive a final title insurance commitment before closing. At closing, Seller will pay for the cost of a standard coverage owner's title insurance policy.

SURVEY: It is expected that each tract will be conveyed using existing legal descriptions without a new survey. A new survey will be obtained only if necessary to record the conveyance or otherwise deemed necessary in Seller's sole discretion. The cost of any such survey will be shared equally (50:50) by Seller & Buyer.

ACRES; TRACT MAPS: Advertised acres & depictions of boundary lines are approximations based on property tax data & maps.

DISCLAIMER: THE PROPERTY IS OFFERED "AS IS, WHERE IS", WITHOUT ANY WARRANTY OF ANY KIND AS TO ITS CHARACTER OR CONDITION OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE. The information contained in this brochure & any other marketing materials for this auction is provided without any warranty or representation as to the accuracy, completeness, or significance of any such information. Prospective bidders

are responsible for completing their own independent inspections, investigations, inquiries & due diligence prior to bidding & for independently verifying any information relied upon. No liability for its accuracy, errors, or omissions is assumed by the Seller, Broker, or Auction Company.

AGENCY: The Broker (Sierra Land Company; Sarah Donaldson) will act as a seller's agent & will represent only the seller in connection w/ any sale. The Auction Company (Schrader Real Estate & Auction Company, Inc.) is providing auction services on behalf of (and will represent only the interests of) the owner/seller.

CONDUCT OF AUCTION: The conduct of the auction & increments of bidding will be at the direction & discretion of the auctioneer. All decisions of the auctioneer regarding the conduct of bidding at the auction are final. Seller & its agents reserve the right to preclude any person from bidding if there is any question as to the person's identity, credentials, fitness, etc.

CHANGES: Please arrive early to review any updates to the property information. **THE TERMS OF THE PURCHASE CONTRACT & AUCTION DAY ANNOUNCEMENTS WILL TAKE PRECEDENCE OVER THE MARKETING MATERIALS & ANY OTHER PRIOR STATEMENTS.**

CA Broker: Sierra Land Company (BRE#02157307), Sarah Donaldson (#01897016)
7726 N First St. #510, Fresno, CA | Ph: 559.479.6582

Auction Company: Schrader Real Estate and Auction Company, Inc
950 N Liberty Dr. PO Box 508, Columbia City, IN 46725 | Ph: 800.451.2709

BOOKLET INDEX

TRACTS 1-3 FRESNO, CA - AUGUST 10TH • 6PM

• AUCTION REGISTRATION FORMS	PAGE 4-8
• LOCATION MAP	PAGE 10
- TRACT 1:	PAGE 11
• TRACT MAP	PAGE 12
• SOIL MAP	PAGE 13
• FSA INFORMATION	PAGE 14-15
• COUNTY TAX INFORMATION	PAGE 16-17
• ENVIRONMENTAL TESTING REPORTS	PAGE 18-38
• DRAFT SURVEY	PAGE 39-40
• PRELIMINARY TITLE	PAGE 41-60
• PHOTOS	PAGE 61-64
- TRACT 2:	PAGE 65
• TRACT MAP	PAGE 66
• SOIL MAP	PAGE 67
• COUNTY TAX INFORMATION	PAGE 68-71
• PRELIMINARY TITLE	PAGE 72-82
• PHOTOS	PAGE 83-84
- TRACT 3:	PAGE 85
• TRACT MAP	PAGE 86
• SOIL MAP	PAGE 87
• COUNTY TAX INFORMATION	PAGE 88-89
• SITE PLAN PROPOSALS	PAGE 90
• EASEMENT MAP	PAGE 91-101
• PRELIMINARY TITLE	PAGE 102-113
• PHOTOS	PAGE 114-115

TRACT 4 CAMBRIA, CA - AUGUST 11TH • 6PM

• TRACT 4	PAGE 117
• AUCTION REGISTRATION FORMS	PAGE 118-122
• LOCATION MAP	PAGE 123
• TRACT MAP	PAGE 124
• SOIL MAP	PAGE 125
• COUNTY TAX INFORMATION	PAGE 126-127
• WATER INFORMATION	PAGE 128-137
• DRAINAGE AGREEMENT	PAGE 138-140
• GUIDE TO MONTEREY PINE	PAGE 141-144
• LOT DRAWINGS	PAGE 145-147
• UTILITY BILL	PAGE 148
• PRELIMINARY TITLE	PAGE 149-162
• PHOTOS	PAGE 163-164



REGISTRATION FORMS



BIDDER PRE-REGISTRATION FORM

WEDNESDAY, AUGUST 10, 2022

23.45+ ACRES – FRESNO, CALIFORNIA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Wednesday, August 3, 2022.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet ☐ Radio ☐ TV ☐ Friend

☐ Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

☐ Regular Mail ☐ E-Mail E-Mail address: _____

☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
23.45± Acres • Fresno, California
Wednesday, August 10, 2022

This form and deposit are only
required if you cannot attend
the auction and wish to bid
remotely through our online
bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Wednesday, August 10, 2022 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Wednesday, August 3, 2022**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.



LOCATION MAP

LOCATION MAP



Directions to Local Auction Location

Fresno (August 10th • 6pm): The Elite Event Venue, 4105 W. Figarden Dr, Fresno, CA 93722 • From the south on Hwy 99, take exit 142 & turn right on W Herndon Ave to go east/northeast for 2.2 mi. Then turn south on N Santa Fe Ave for 1 mi. Then turn left on W. Figarden Dr to head northeast for 0.3 mi. The venue will be on the south side of the road. From the north on Hwy 99, take exit 143 to N. Golden State Blvd. From N. Golden State Blvd, turn left on W. Herndon Ave to go east/northeast for 2.2 mi. Then turn south on N Santa Fe Ave for 1 mi. Then turn left on W. Figarden Dr to head northeast for 0.3 mi. The venue will be on the south side of the road.

Directions to Property

Tract 1: From Hwy 99 take exit 138 if coming from the north or 138B if coming from the south. Go west on W Ashlan Ave for 3.2 mi. then turn south on N Bryan Ave & travel for 0.3 mi. Property is on the west side of the road.

Tract 2: From Hwy 99 take exit 140 & travel west on Shaw Ave for 1.7 mi. to N Grantland Ave. Turn north on N Grantland Ave & travel 0.6 mi. Property is on the east side of the road.

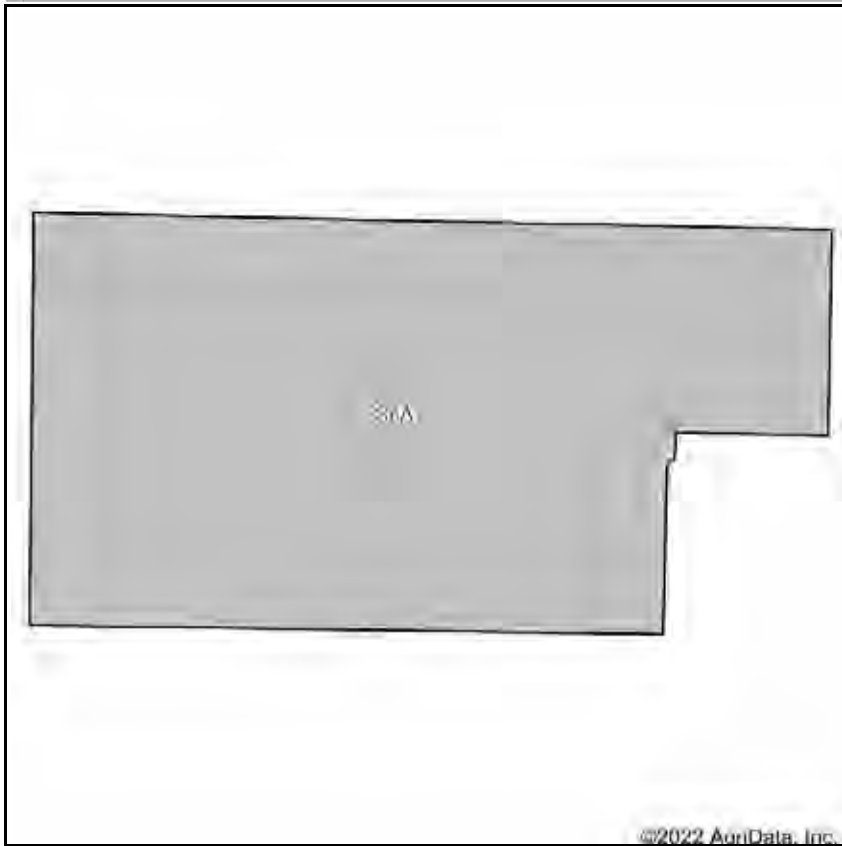
Tract 3: Traveling from the south: From Hwy 99 take exit 142 to W Herndon Ave. Turn right on W Herndon Ave & travel 1.6 mi. to N Polk Ave. Turn south on N Polk Ave & travel for 0.5 mi. to Dante Ave. Property is located on the southwest corner of the intersection of N Polk Ave & N Dante Ave. Traveling from the north: From Hwy 99 take exit 143 to N Golden State Blvd. Turn left on W Herndon Ave & travel 1.6 mi. to N Polk Ave. Turn south on N Polk Ave & travel for 0.5 mi. to Dante Ave. Property is located on the southwest corner of the intersection of N Polk Ave. & N Dante Ave.

TRACT 1

TRACT MAP



SOIL MAP



Soils data provided by USDA and NRCS.



State: **California**
 County: **Fresno**
 Location: **21-13S-19E**
 Township: **Fresno**
 Acres: **17.24**
 Date: **6/20/2022**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By

surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2021 www.AgriDataInc.com



Area Symbol: CA654, Soil Area Version: 14

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Range Production (lbs/acre/yr)	Corn Irrigated Bu	Pasture Irrigated AUM	Wheat Bu	Wheat Irrigated Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Soybeans
ScA	San Joaquin sandy loam, 0 to 3 percent slopes, MLRA 17	17.24	100.0%		IVs	IVs	1620	122	11	18	75	14	2	5
Weighted Average					4.00	4.00	1620	122	11	18	75	*n 14	*n 2	*n 5

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

FSA INFORMATION

California

Fresno

Report ID: FSA-156EZ

U.S. Department of Agriculture

Farm Service Agency

Abbreviated 156 Farm Record

FARM: 2513

Prepared: 6/22/22 11:33 AM

Crop Year: 2022

Page: 1 of 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name

BOPP, RICHARD D

Farm Identifier

Farms Associated with Operator:

None

ARC/PLC G/F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
17.24	17.24	17.24	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	17.24	0.0	0.0					

Tract Number: 834

Description BB9 N2 SE4 NW4 21 13 19

FSA Physical Location : Fresno, CA

ANSI Physical Location: Fresno, CA

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Wetland determinations not complete

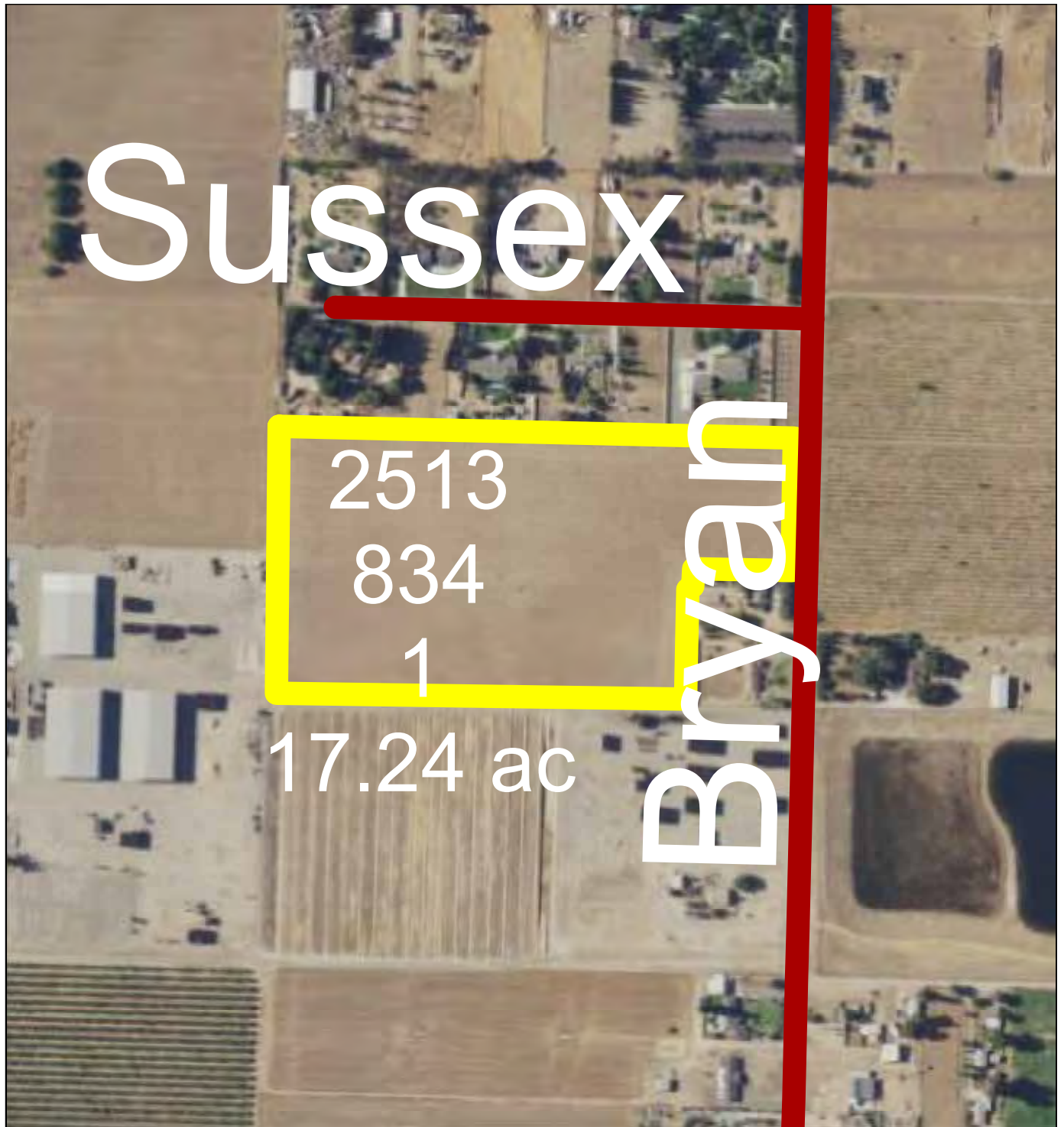
WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
17.24	17.24	17.24	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	17.24	0.0	0.0			

Owners: BOPP, RICHARD D

Other Producers: None

FSA INFORMATION



United States Department of Agriculture
Farm Service Agency

Producer
Date

Grid:

Fresno County

1:4,000



Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area.
Refer to your original determination (CPA-026 and attached maps) for exact wetland
boundaries and determinations, or contact NRCS.
Disclaimer

COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:07 AM



**Auditor-Controller
Treasurer-Tax Collector**



[Property Tax Payments](#)

[Log Out](#)

[New Search](#)

[Last Search Results](#)

[Payment List](#)

[Go Back](#)

**FRESNO COUNTY SECURED PROPERTY TAX DETAILS
FISCAL YEAR 2021
JULY 1, 2021 - JUNE 30, 2022**

PARCEL NUMBER
512-050-89

LAND	IMPROVEMENTS	MOBILE HOME	PERSONAL PROP	EXEMPTION	NET TAXABLE VALUE
\$ 560,000.00	\$.00	\$.00	\$.00	\$.00	\$ 560,000.00

TAX AREA	062-015	PEST CONTROL VALUE	\$.00
----------	---------	--------------------	--------

ASSESSED TO
BLANK PURSUANT TO CA GC6254.21

LOCATION
PAR A PM 8021 BK 70 PGS 17 & 18

TAX PAYMENT IS DISTRIBUTED AS BELOW			
TAXING AGENCIES / VOTER APPROVED BONDS / SPECIAL ASSESSMENTS	VALUE BASE	RATE / \$100	AMOUNT
FR COUNTYWIDE TAX	1	1.000000	\$5,600.00
STATE CCC 12 REFI	1	.001086	\$6.08
CENTRAL USD 08D	1	.005510	\$30.84
CENTRAL USD 16A	1	.012680	\$71.00
CENTRAL USD 16 REF	1	.040934	\$229.22
CENTRAL 14 REFI B	1	.012740	\$71.34
CENTRAL USD 14 REF	1	.031684	\$177.42
CENTRAL USD 08C	1	.004662	\$26.10
CENTRAL USD 16B	1	.026106	\$146.18
CENTRAL USD 16C	1	.012810	\$71.72
CENTRAL USD 20A	1	.057010	\$319.24
STATE CCC 15 REFI	1	.004288	\$24.00
STATE CCC 16 A	1	.000096	\$.52

COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:07 AM

STATE CCC 17 REFI	1	.000002	\$.00
STATE CCC 02 S 18A	1	.003564	\$19.94
STATE CCC 16 B	1	.008596	\$48.12
STATE CCC 20 REFI	1	.000456	\$2.54
TOTAL TAX RATE		1.222224	
FID GROUNDWTR SVC	6		\$660.38
MET FLOOD ASSMT	6		\$704.14
FRES MOSQ & VECTR	6		\$1.10
TOTAL TAX			\$8,209.88

1st Installment			2nd Installment	
Due Date	2021-12-10		Due Date	2022-04-10
Status	Paid 2021-12-10		Status	Paid 2022-04-08
Taxes Due	\$ 4,104.94		Taxes Due	\$ 4,104.94
Penalties Due	\$.00		Penalties Due	\$.00
Additional Fees Due	\$.00		Additional Fees Due	\$.00
Total Amount Due	\$ 4,104.94		Total Amount Due	\$ 4,104.94
Parcel Number	512-050-89		Parcel Number	512-050-89

ENVIRONMENTAL TESTING REPORTS

Phase I - Findings & Conclusions (Full Report Available on the Auction Website)

PDF.js viewer

6/20/22, 5:55 AM

8.0 FINDINGS AND CONCLUSIONS

Findings and Opinions

Recognized Environmental Condition

A REC refers to the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. The following was identified during the course of this assessment:

- Partner did not identify evidence of RECs during the course of this assessment.

Controlled Recognized Environmental Condition

A CREC refers to a REC affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (for example, activity and use limitations or other property use limitations). The following was identified during the course of this assessment:

- Partner did not identify evidence of CRECs during the course of this assessment.

Historical Recognized Environmental Condition

A HREC refers to a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations). The following was identified during the course of this assessment:

- Partner did not identify evidence of HRECs during the course of this assessment.

Business Environmental Risk

A BER is a risk which can have a material environmental or environmentally driven impact on the business associated with the current or planned use of commercial real estate, not necessarily related to those environmental issues required to be investigated in this practice. The following was identified during the course of this assessment:

- The subject property was historically used for agricultural purposes. There is a potential that agricultural chemicals such as pesticides and fertilizers may have been used and applied to the crops grown on-site. However, no specific areas of concern (e.g. product mishandling, releases, spills, incidents, etc.) related to agricultural chemical storage and use at the subject property have been identified during the course of this assessment. It is likely that residual agricultural chemicals (if any) would have significantly degraded since the site was last utilized for agricultural purposes.

Phase I Environmental Site Assessment
Project No. 22-355095.7
March 4, 2022
Page 23

PARTNER

ENVIRONMENTAL TESTING REPORTS

Phase I - Findings & Conclusions (Full Report Available on the Auction Website)

PDF.js viewer

6/20/22, 5:55 AM

Additionally, Partner's experience with sampling and analysis of near surface soils from properties with similar agricultural histories has typically returned non-detectable or very low concentrations of environmentally persistent agricultural chemicals. Based on these factors, Partner concludes that the possible former use of agricultural chemicals is not expected to represent an environmental concern at this time. Additional investigation may be prudent if the subject property is proposed for residential use or other sensitive receptor uses (e.g. hospitals, schools, daycare facilities, elderly housing and convalescent facilities, etc.)

Significant Data Gaps

No significant data gaps affecting the ability of the Environmental Professional to identify a REC were encountered during this assessment.

Conclusions and Recommendations

Partner has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-13 and E1527-21 of the property located at North Bryan Avenue in Fresno, Fresno County, California (the "subject property"). Any exceptions to, or deletions from, this practice are described in Section 1.5 of this report.

This assessment has revealed no evidence of RECs, CRECs, or HRECs in connection with the subject property; however, BERs were identified. Based on the conclusions of this assessment, Partner recommends the following:

- In the event of any future residential development, if a higher level of due diligence is desired, a Phase II investigation could be conducted to assess the condition of near surface soils at the subject property as a result of the historical agricultural use.

Phase I Environmental Site Assessment
Project No. 22-355095.7
March 4, 2022
Page 24

PARTNER

ENVIRONMENTAL TESTING REPORTS

Phase I - Findings & Conclusions (Full Report Available on the Auction Website)

PDF.js viewer

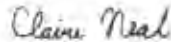
6/20/22, 5:55 AM

9.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

Partner has performed a Phase I Environmental Site Assessment of the property located at North Bryan Avenue in Fresno, Fresno County, California in conformance with the scope and limitations of the protocol and the limitations stated earlier in this report. Exceptions to or deletions from this protocol are discussed earlier in this report.


By signing below, Partner declares that, to the best of our professional knowledge and belief, we meet the definition of *Environmental Professional* as defined in §312.10 of 40 CFR §312. Partner has the specific qualifications based on education, training, and experience to assess a *property* of the nature, history, and setting of the subject *property*. Partner has developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Prepared By:



Claire Neal
Environmental Scientist

Reviewed By:



Joel Redding
Environmental Professional
Senior Project Manager

Phase I Environmental Site Assessment
Project No. 22-355095.7
March 4, 2022
Page 25

PARTNER

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

April 13, 2018

Project No. 014-18063

Ms. Christine Lingenfelter
Assemi Group, Inc.
1396 West Herndon Avenue, Suite 110
Fresno, California 93711
clingenfelter@assemigroup.com

RE: Report of Findings
Phase II Limited Subsurface Assessment
On-Site Shallow Soil Sampling and Analysis/Portfolio Properties
West Fresno Holdings, LLC
APN 51205089, 17.54 Acres
NE of Dakota and Grantland Avenues
Fresno, California 93723

Dear Ms. Lingenfelter:

Pursuant to your request, Krazan & Associates, Inc. (Krazan) has conducted on-site shallow soil sampling and analysis at the referenced property (subject site; see Figure 1, Vicinity Map). The scope of work was based strictly upon the email correspondence dated April 4, 2018 between Krazan and the Assemi Group (Client). The scope of work was reportedly conducted in conjunction with a real estate transaction and not by request of a regulatory agency.

BACKGROUND

On April 4, 2017, Krazan was contacted by the Client requesting chemical analysis of on-site shallow soils for pesticides and arsenic due to the historical use of the subject site property for agricultural purposes.

PURPOSE

The purpose of this investigation was to assess the presence or absence of potential elevated concentrations of organochlorine pesticides (OCPs) and arsenic in shallow soils located within the subject site currently occupied by orchards.

SCOPE OF WORK

General Activities

- A site specific health and safety plan (HASP) was prepared, including the appropriate level of personal protection equipment (PPE) for Krazan personnel to cover field activities.
- Industry standard methods and protocols for sample collection, sampling equipment decontamination, sample storage, transport, hold times, chain-of-custody, etc., were implemented.

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment

Project No. 014-18063

Page No. 2

- Site safety protocols, including appropriate level of PPE and a proper exclusion zone around the work area, were maintained.
- A shovel was utilized to excavate to approximately six (6) inches below ground surface (bgs). Soil samples were collected utilizing a shovel and were placed in laboratory-supplied glass jars. The soil samples were collected in the interval from approximately six (6) inches to one (1) foot bgs.
- Subsequent to sample collection, the soil samples were immediately placed in an iced chest, labeled on a chain-of-custody form and transferred to APPL, Inc. Analytical Laboratory in Clovis, California under chain-of-custody protocol.
- COCs investigated during the course of this assessment and their respective analytical methods included the following:
 - OCPs by EPA Test Method 8081A; and,
 - Arsenic by EPA Test Method 6010B.

Soil Sampling

Please refer to Figure 2 for referenced locations.

- On April 9, 2018, nine (9) discrete soil samples were collected from the subject site. The nine (9) soil samples were submitted for laboratory composition into three (3), three (3)-part composite soil samples (COMP-1A,B,C through COMP-3A,B,C). Each of the three (3) composite soil samples were analyzed for OCPs.
- One (1) discrete sample from each of the three (3) composite sampling areas was submitted for laboratory analysis for arsenic.

APPLICABLE REGULATORY AGENCY REFERENCE

Krazan's evaluation of the results and findings associated with the soil sampling included referencing the November 2007 (Revised February 2016 [Revision 3]) San Francisco Regional Water Quality Control Board's (SFRWQCB) environmental screening levels (ESLs) referenced in the technical document titled, *Screening for Environmental Concerns at Sites With Contaminated Soil and Groundwater*. According to the RWQCB's 2007 document, ESLs are considered to be conservative. Under most circumstances and within limits described by the RWQCB, the presence of a chemical in soil, soil vapor or groundwater at concentrations below the corresponding ESL (Residential, Any Land Use/Construction Worker or Commercial/Industrial) for the respective constituent can be assumed not to pose a significant, long-term (chronic) threat to human health and the environment. Additional evaluation will generally be necessary at sites where a chemical is present at concentrations above the corresponding ESL. Active remediation may or may not be required, however, depending on site-specific conditions and considerations. As stated by the RWQCB, the ESL document may be especially beneficial for use at sites with limited impacts, where the preparation of a formal environmental assessment may not be warranted or feasible due to time and cost constraints.

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment

Project No. 014-18063

Page No. 3

REPORT AND DISCUSSION OF FINDINGS

Soil Sampling Results

- Analytical results for the soil samples submitted for laboratory analysis for OCPs were reported as not detected (ND) above laboratory practical quantitation limits (PQLs), as shown on Table I.
- Arsenic was detected in each discrete sample at concentrations ranging from 1.9 milligrams per kilogram (mg/kg) in sample COMP-1B to 2.6 mg/kg in sample COMP-2C. The reported concentrations of arsenic exceeded the Residential ESL of 0.067 mg/kg.

The laboratory report is presented in Appendix A.

CONCLUSIONS

Based on the findings in the field and the laboratory analytical reports for the soil samples collected and analyzed from the subject site during this investigation, no evidence of a known significant impact (based on a comparison with established regulatory screening levels) was identified with respect to elevated concentrations of OCPs.

However, arsenic concentrations in shallow soil at the subject site exceeded the Residential Shallow Soil Direct Human Health Risk Level. Although the concentrations of arsenic exceeded the Residential ESL, the concentrations are within the background level¹ for naturally occurring arsenic (42 mg/kg) in soil in the Great Valley (Central California). Although researchers with the DTSC have reported² a lower naturally occurring arsenic concentration of 12 mg/kg, none of the reported arsenic concentrations from the discrete samples collected from the subject site exceeded even the more-conservative naturally occurring arsenic concentration reported by the DTSC researchers. Thus, the reported concentrations of arsenic do not appear to represent an environmental concern for the subject site.

LIMITATIONS

This soil investigation conducted at the subject site was not intended to characterize or define the extent of possible impact beneath the subject site; rather, this work was conducted to assess the presence or absence of significant concentrations of OCPs and arsenic in shallow subsurface soils. The findings of this report were based upon the results of our field and laboratory investigations, along with the interpretation of subsurface conditions associated with our exploratory soil borings and soil samples. Therefore, the data are accurate only to the degree implied by review of the data obtained and by professional interpretation.

The soil sampling locations were located in the field by review of available maps. Therefore, the location of the soil samples should be considered accurate only to the degree implied by the methods used to locate them. Chemical testing was done by laboratories certified by the State of California Department of Health Services. The results of the chemical testing are accurate only to the degree of care of ensuring the testing accuracy and the representative nature of the soil samples obtained.

¹ Diamond, David, et. Al. 2009, *Analysis of Background Distribution of Metals in Soil at Lawrence Berkeley National Laboratory*, June 2002, Revised April 2009.

² Chernoff, G. et. Al., *Determination of a South California Regional Background Arsenic Concentration in Soil*, undated.

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment

Project No. 014-18063

Page No. 4

This subsurface investigation of the subject site has been limited in scope. This type of assessment is undertaken with the calculated risk that the presence, full nature and extent of contamination would not be revealed by methods employed. Therefore, no warranty is given; either expressed or implied that hazardous material contamination or buried structures, which would not have been disclosed through this investigation, do not exist at the subject site. Therefore, the data obtained are clear and accurate only to the degree implied by the sources and methods used.

This assessment and report were authorized by and prepared for the exclusive use of our Client. Unauthorized use of or reliance on the information contained in this report without the expressed written consent of Krazan & Associates, Inc. is strictly prohibited.

CLOSING

We appreciate the opportunity to be of service to the Assemi Group, Inc. If you have any questions, or if we can be of further assistance, please feel free to contact me at (559) 348-2200.



Respectfully Submitted,
KRAZAN & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Michael H. B.".

Michael H. Bowery, P.G. No. 5027
Senior Manager

A handwritten signature in blue ink that reads "Arthur C. Farkas".

Arthur C. Farkas, REA 07818
Environmental Division Manager

MHB/ACF/mlt

Attachments:

Figure 1 – Vicinity Map

Figure 2 – Site Map

Appendix A – Laboratory Analytical Report

KRAZAN & ASSOCIATES, INC.

With Offices Serving the Western United States

01418063 West Fresno Holdings, LLC 17.54 Acres Shallow Soil Sampling Report Final.doc

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment

Project No. 014-18063

Page No. 5

TABLE I

West Fresno Holdings, LLC

APN 51205089, 17.54 Acres

Fresno, California

April 9, 2018 Sampling; Arsenic and OCPs

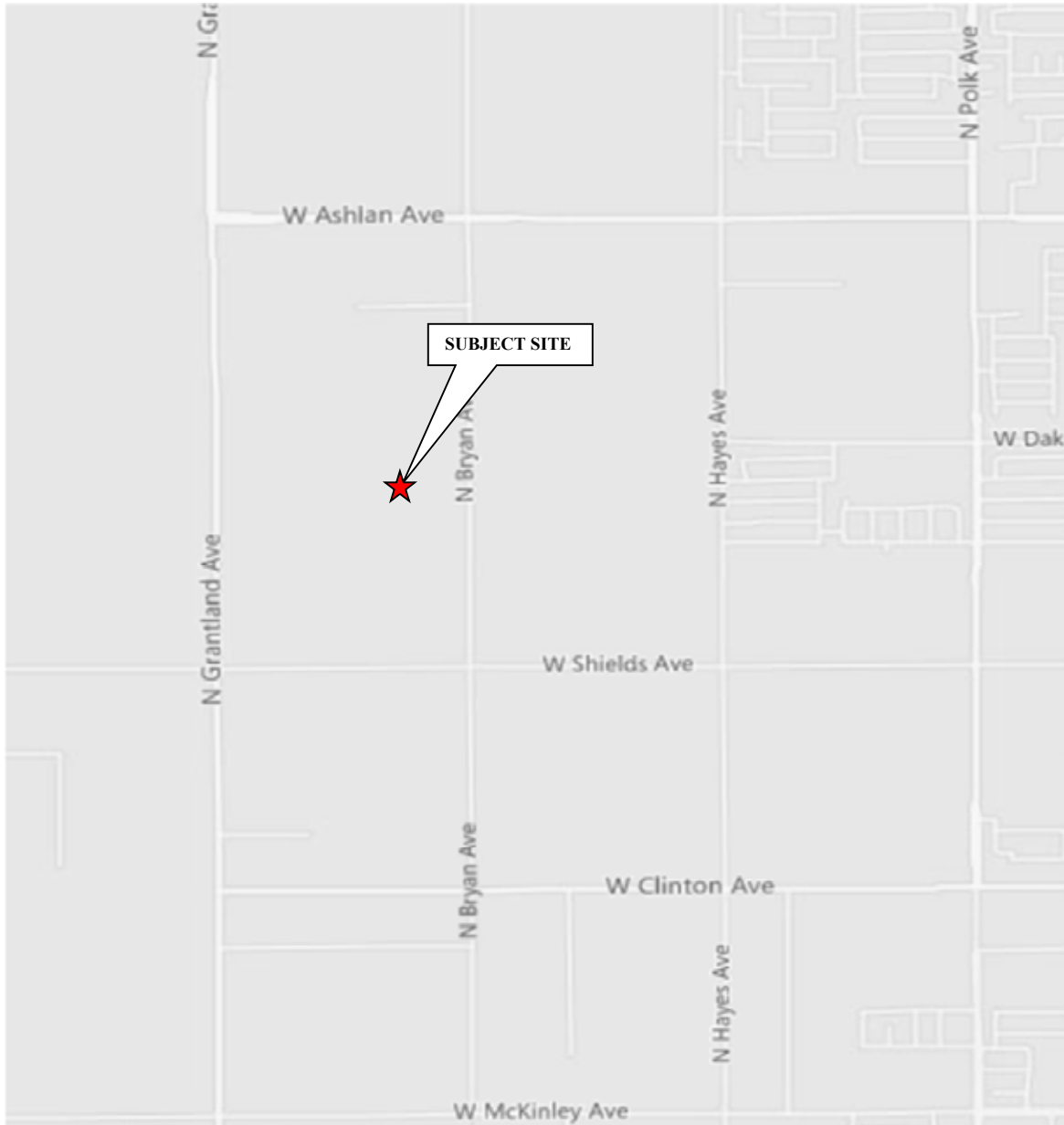
*(Concentrations are expressed in micrograms per kilogram [$\mu\text{g/kg}$])
for OCPs and milligrams per kilograms [mg/kg] for Arsenic)*

Contaminant	Arsenic	OCPs
Sample ID		
COMP-1A,B, C,	--	ND<5
COMP-2A B, C,	--	ND<5
COMP-3A B,C,	--	ND<5
COMP-1B	1.9	
COMP-2C	2.6	--
COMP-3A	2.3	
ESLs	0.067	1,900

Notes: Only those OCPs detected are shown
ND = Not Detected above the Practical Quantitation Limit
ESLs – Residential Shallow Soil Exposure (Table S-1, California
Regional Water Quality Control Board, San Francisco Bay
Region – Revision 3 February 2016)

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment



VICINITY MAP

WEST FRESNO HOLDINGS, LLC
APN 51205089, 17.54 ACRES
NE OF DAKOTA & GRANTLAND
AVENUES
CLOVIS, CA 93723

Scale:

NTS

Date:

April 2018

Drawn By:

MLT

Approved by:

MB

Proposal No.

014-18063

Figure No.

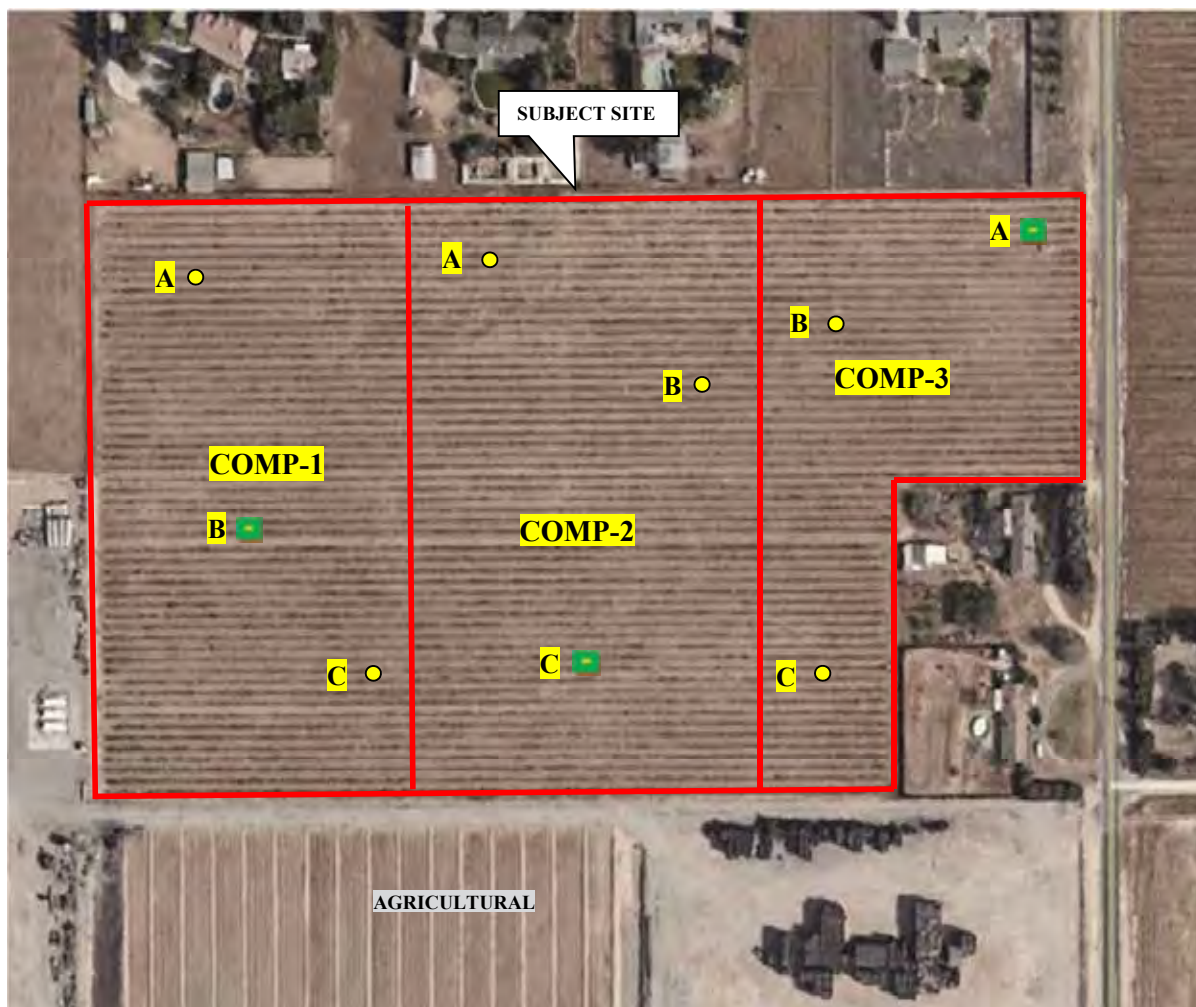
1



SITE DEVELOPMENT ENGINEERS
With Offices Serving the Western United States


ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment



- = SUBJECT SITE BOUNDARY
- = DISCRETE OCP SOIL SAMPLE COMPOSITE AREA
- = DISCRETE ARSENIC SOIL SAMPLING LOCATION



SITE MAP WEST FRESNO HOLDINGS, LLC APN 51205089, 17.54 ACRES NE OF DAKOTA & GRANTLAND AVENUES FRESNO, CA 93723	Scale: NTS	Date: April 2018	 Krazan SITE DEVELOPMENT ENGINEERS <i>With Offices Serving the Western United States</i>
	Drawn By: MLT	Approved by: MB	
	Project No. 014-18063	Figure No. 2	

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment

Appendix A

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment



908 North Temperance Ave. ▽ Clovis, CA 93611 ▽ Phone 559-275-2175 ▽ Fax 559-275-4422

Certification Number: CA1312 (DW & WW)
NELAP Certification number: CA00046 (HW)

April 13, 2018

Krazan & Associates Inc.
215 West Dakota Ave.
Clovis, California 93612

Attn: Michael Bowery

Subject: Report of Data: Case 85436

Results in this report apply to the sample analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Dear Mr. Bowery,

Nine soil samples were received April 9, 2018. Per the client the nine samples were composited into three samples prior to Pesticide analysis. Written results are being provided on this April 13, 2018, for the requested analyses. All holding times were met.

For the EPA 8081A, the samples were extracted according to the EPA method 3550B.

For the EPA 6020A analysis, the sample was digested according to EPA method 3050B.

No unusual problem or complication was encountered with this sample set.

If you have any questions or require further information, please contact us at your convenience. Thank you for choosing APPL, Inc.

I certify that this data package is in compliance with the terms and conditions of the contract, both technically and for completeness, for other than the conditions detailed above. These test results meet all requirements of NELAC. Release of the hard copy has been authorized by the Laboratory Manager or her designee, as verified by the following signature.

Paula McCartney Laboratory Director
APPL, Inc.

PM/gs
Enclosure
cc: File

Number of pages in this report: _____

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment

EPA 8081A SOIL

Krazan & Associates Inc.
215 West Dakota Avenue
Clovis, CA 93612

Attn: Michael Bowery

Project: 14-18063

Sample ID: COMPOSITE (1A-1C)

Sample Collection Date: 04/09/18

APPL Inc.
908 North Temperance Avenue
Clovis, CA 93611

ARF: 85436

APPL ID: AZ71240

QCG: #808SS-180410A-228371

Method	Analyte	Result	PQL	Units	Extraction Date	Analysis Date
EPA 8081A	4,4'-DDE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	4,4'-DDT	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	4,4'-TDE/DDD	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	A-BHC	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	A-CHLORDANE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ALDRIN	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	B-BHC	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	D-BHC	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	DIELDRIN	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDOSULFAN I	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDOSULFAN II	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDOSULFAN SULFATE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDRIN	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDRIN ALDEHYDE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDRIN KETONE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	G-BHC (LINDANE)	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	G-CHLORDANE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	HEPTACHLOR	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	HEPTACHLOR EPOXIDE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	METHOXYCHLOR	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	TOXAPHENE	Not detected	100.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	SURROGATE: DECACHLOROBIPHENYL (	79.2	44-147	%	04/10/18	04/10/18
EPA 8081A	SURROGATE: TCMX (S)	72.1	25-147	%	04/10/18	04/10/18

Quant Method: OCL0328.M
Run #: 0328240
Instrument: Ethel
Sequence: 180328
Dilution Factor: 1
Initials: DPO

Printed: 04/13/18 9:36:17 AM
Form 1 - APPL Standard GC - No MC

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment

EPA 8081A SOIL

Krazan & Associates Inc.
215 West Dakota Avenue
Clovis, CA 93612

Attn: Michael Bowery

Project: 14-18063

Sample ID: COMPOSITE (2A-2C)

Sample Collection Date: 04/09/18

APPL Inc.
908 North Temperance Avenue
Clovis, CA 93611

ARF: 85436

APPL ID: AZ71244

QCG: #808SS-180410A-228371

Method	Analyte	Result	PQL	Units	Extraction Date	Analysis Date
EPA 8081A	4,4'-DDE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	4,4'-DDT	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	4,4'-TDE/DDD	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	A-BHC	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	A-CHLORDANE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ALDRIN	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	B-BHC	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	D-BHC	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	DIELDRIN	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDOSULFAN I	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDOSULFAN II	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDOSULFAN SULFATE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDRIN	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDRIN ALDEHYDE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDRIN KETONE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	G-BHC (LINDANE)	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	G-CHLORDANE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	HEPTACHLOR	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	HEPTACHLOR EPOXIDE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	METHOXYCHLOR	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	TOXAPHENE	Not detected	100.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	SURROGATE: DECACHLOROBIPHENYL (	78.6	44-147	%	04/10/18	04/10/18
EPA 8081A	SURROGATE: TCMX (S)	71.3	25-147	%	04/10/18	04/10/18

Quant Method: OCL0328.M
Run #: 0328241
Instrument: Ethel
Sequence: 180328
Dilution Factor: 1
Initials: DPO

Printed: 04/13/18 9:36:17 AM
Form 1 - APPL Standard GC - No MC

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment

EPA 8081A SOIL

Krazan & Associates Inc.
215 West Dakota Avenue
Clovis, CA 93612

Attn: Michael Bowery

Project: 14-18063

Sample ID: COMPOSITE (3A-3C)

Sample Collection Date: 04/09/18

APPL Inc.
908 North Temperance Avenue
Clovis, CA 93611

ARF: 85436

APPL ID: AZ71248

QCG: #808SS-180410A-228371

Method	Analyte	Result	PQL	Units	Extraction Date	Analysis Date
EPA 8081A	4,4'-DDE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	4,4'-DDT	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	4,4'-TDE/DDD	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	A-BHC	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	A-CHLORDANE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ALDRIN	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	B-BHC	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	D-BHC	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	DIELDRIN	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDOSULFAN I	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDOSULFAN II	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDOSULFAN SULFATE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDRIN	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDRIN ALDEHYDE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	ENDRIN KETONE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	G-BHC (LINDANE)	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	G-CHLORDANE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	HEPTACHLOR	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	HEPTACHLOR EPOXIDE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	METHOXYCHLOR	Not detected	5.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	TOXAPHENE	Not detected	100.0	ug/Kg	04/10/18	04/10/18
EPA 8081A	SURROGATE: DECACHLOROBIPHENYL (	80.3	44-147	%	04/10/18	04/10/18
EPA 8081A	SURROGATE: TCMX (S)	70.1	25-147	%	04/10/18	04/10/18

Quant Method: OCL0328.M
Run #: 0328242
Instrument: Ethel
Sequence: 180328
Dilution Factor: 1
Initials: DPO

Printed: 04/13/18 9:36:17 AM
Form 1 - APPL Standard GC - No MC

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment

Metals Results

ARF: 85436

APPL Inc.
908 North Temperance Avenue
Clovis, CA 93611

Krazan & Associates Inc.
215 West Dakota Avenue
Clovis, CA 93612

Attn: Michael Bowery

Method	Analyte	Result	RL	MDL	Units	DF	Prep Date	Analysis Date
APPL ID: AZ71238 -Client Sample ID: COMP-1B				-Sample Collection Date: 04/09/18		Project: 14-18063		
6020	ARSENIC (AS)	1.9	0.5	0.07	mg/Kg	1	04/10/18	04/10/18
APPL ID: AZ71243 -Client Sample ID: COMP-2C				-Sample Collection Date: 04/09/18		Project: 14-18063		
6020	ARSENIC (AS)	2.6	0.5	0.07	mg/Kg	1	04/10/18	04/10/18
APPL ID: AZ71245 -Client Sample ID: COMP-3A				-Sample Collection Date: 04/09/18		Project: 14-18063		
6020	ARSENIC (AS)	2.3	0.5	0.07	mg/Kg	1	04/10/18	04/10/18

Printed: 04/12/18 12:52:03 PM

APPL-F1-SC-NoMC-REG MDLs

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment

Method Blank EPA 8081A SOIL

Blank Name/QCG: 180410S-71165 - 228371
Batch ID: #808SS-180410A

APPL Inc.
908 North Temperance Avenue
Clovis, CA 93611

Sample Type	Analyte	Result	PQL	Units	Extraction Date	Analysis Date
BLANK	4,4'-DDE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	4,4'-DDT	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	4,4'-TDE/DDD	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	A-BHC	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	A-CHLORDANE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	ALDRIN	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	B-BHC	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	D-BHC	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	DIELDRIN	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	ENDOSULFAN I	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	ENDOSULFAN II	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	ENDOSULFAN SULFATE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	ENDRIN	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	ENDRIN ALDEHYDE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	ENDRIN KETONE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	G-BHC (LINDANE)	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	G-CHLORDANE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	HEPTACHLOR	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	HEPTACHLOR EPOXIDE	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	METHOXYCHLOR	Not detected	5.0	ug/Kg	04/10/18	04/10/18
BLANK	TOXAPHENE	Not detected	100.0	ug/Kg	04/10/18	04/10/18
BLANK	SURROGATE: DECACHLOROBIPHENYL (S)	104	44-147	%	04/10/18	04/10/18
BLANK	SURROGATE: TCMX (S)	81.3	25-147	%	04/10/18	04/10/18

Quant Method: OCL0328.M
Run #: 0328224
Instrument: Ethel
Sequence: 180328
Initials: DPO

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment

Laboratory Control Spike Recovery EPA 8081A SOIL

APPL ID: 180410S-71165 LCS - 228371

Batch ID: #808SS-180410A

APPL Inc.

908 North Temperance Avenue

Clovis, CA 93611

Compound Name	Spike Level ug/Kg	SPK Result ug/Kg	SPK % Recovery	Recovery Limits
4,4'-DDE	167	161	96.4	55-124
4,4'-DDT	167	144	86.2	48-138
4,4'-TDE/DDO	167	162	97.0	53-130
A-BHC	167	147	88.0	44-131
A-CHLORDANE	167	146	87.4	51-125
ALDRIN	167	163	97.6	45-124
B-BHC	167	151	90.4	58-131
D-BHC	167	125	74.9	40-136
DIELDRIN	167	156	93.4	58-127
ENDOSULFAN I	167	141	84.4	66-124
ENDOSULFAN II	167	154	92.2	54-131
ENDOSULFAN SULFATE	167	143	85.6	49-134
ENDRIN	167	127	76.0	49-143
ENDRIN ALDEHYDE	167	134	80.2	25-125
ENDRIN KETONE	167	162	97.0	46-129
G-BHC (LINDANE)	167	155	92.8	53-129
G-CHLORDANE	167	154	92.2	52-123
HEPTACHLOR	167	151	90.4	48-133
HEPTACHLOR EPOXIDE	167	159	95.2	53-124
METHOXYCHLOR	167	154	92.2	51-140
TOXAPHENE	1670	1590	95.2	52-122
SURROGATE: DECACHLOROBIPHENYL	333	319	95.8	44-147
SURROGATE: TCMX (S)	333	255	76.6	25-147

Comments: _____

Primary	SPK
Quant Method :	OCL0328.M
Extraction Date :	04/10/18
Analysis Date :	04/10/18
Instrument :	Ethel
Run :	0328225
Initials :	DPO

Printed: 04/11/18 9:08:05 AM

APPL Standard LCS

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment

METALS BLANK

APPL Inc.
908 North Temperance Avenue
Clovis, CA 93611

Method	Analyte	Result	PQL	MDL	Units	Prep Date	Analysis Date	QC Group
6020	ARSENIC (AS)	Not detected	0.5	0.07	mg/Kg	04/10/18	04/10/18	#6020S-180410A-AZ71245

Metals SC-Blank-REG MDLs
Printed: 04/12/18 12:52:06 PM

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment

Laboratory Control Spike Recovery

METALS

APPL Inc.
908 North Temperance Avenue
Clovis, CA 93611

Method	Compound Name	Spike Level mg/Kg	SPK Result mg/Kg	SPK % Recovery	Recovery Limits	Extract Date	Analysis Date	QC Group
6020	ARSENIC (AS)	25.0	21.8	87.2	80-120	04/10/18	04/10/18	#6020S-180410A-AZ71245

Comments: _____

ENVIRONMENTAL TESTING REPORTS

Phase II - Limited Subsurface Assessment



APPL, Inc.
908 N Temperance Ave
Clovis, CA 93611
www.applinc.com

CHAIN OF CUSTODY RECORD

Phone: (559) 275-2175
Fax: (559) 275-4422
coc@applinc.com

C.O.C. 60652

Report to:		PLEASE PRINT		Invoice to:		PLEASE PRINT	
Company Name: <u>Krazan</u>		Phone: <u>(559) 348-2220</u>		Company Name: <u>Krazan</u>		Phone: <u>(559) 348-2200</u>	
Address: <u>215 West Dakota Ave.</u>		Fax: <u>(559) 348-2190</u>		Address: <u>Same</u>		Fax: <u>(559) 348-2190</u>	
City: <u>Clovis, CA 93612</u>				City: <u>Same</u>			
Attn: <u>Michael Bowery</u>				Attn: <u>Michael Bowery</u>			
Email: <u>Michael.Bowery@krazan.com</u>				Email: <u>Michael.Bowery@krazan.com</u>			

Sample Identification	Location	Date Collected	Time Collected	Time Zone	No. of Containers			Matrix	Analysis Requested/Method Number	Date Shipped:	Carrier:	Waybill No.:	Comments:
					Aq	Sed	Soil						
COMP-1A		4/9/18	2:12pm					X	Aspen				Comp 1A BC
COMP-1B		4/9/18	2:17pm					X					2ABC
COMP-1C		4/9/18	2:41pm					X					3ABC
COMP-2A		4/9/18	2:05pm					X					Composite
COMP-2B		4/9/18	2:23pm					X					
COMP-2C		4/9/18	2:34pm					X					Aspen
COMP-3A		4/9/18	1:52pm					X					Only
COMP-3B		4/9/18	1:59pm					X					as shown
COMP-3C		4/9/18	2:28pm					X					

Shuttle Temperature:	Turnaround Requested: Check one <input type="checkbox"/> Standard 2-3 wk <input type="checkbox"/> One week <input checked="" type="checkbox"/> 3 days <input type="checkbox"/> 7-10/48 Hrs. <input type="checkbox"/> Other:	Sample Disposal: <input type="checkbox"/> Return to client <input type="checkbox"/> Disposal by Lab (30-day retention)
Relinquished by sampler: <u>Michelle Phillips</u>	Date: <u>4/9/18</u> Time: <u>3:50pm</u>	Time: <u>4:25</u>
Relinquished by:	Date: <u>4/9/18</u> Time: <u>4:25</u>	Received at lab by: <u>[Signature]</u>

White: Return to client with report
Yellow: Laboratory Copy
See reverse side for Container Preservative and Sampling Information

DRAFT SURVEY



PRELIMINARY TITLE

ORDER NO. : 1421001725

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of Fresno, State of California, and is described as follows:

Parcel "A" of Parcel Map No. 8021, in the County of Fresno, State of California, as per Map recorded in [Book 70, of Parcel Maps, Pages 17 and 18](#), in the Office of the County Recorder of said County.

APN: 512-050-89

PRELIMINARY TITLE



7451 North Remington Ave. #102
Fresno, CA 93711
(559) 440-9249 Fax: (559) 447-1643

PRELIMINARY REPORT

ASSEMI GROUP
1396 West Herndon Avenue, Suite 110
Fresno, CA 93711

Attention: ADRIANA HOPPER

Our Order Number 1421001725-DB

Customer Reference WEST FRESNO HOLDINGS LLC

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Apn: 512-050-89, Fresno, CA 93723
[Unincorporated area of Fresno County]

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of January 31, 2022, at 8:00 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421001725-DB

The form of policy of title insurance contemplated by this report is:

ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

West Fresno Holdings, LLC, a California limited liability company

The land referred to in this Report is situated in the unincorporated area of the County of Fresno, State of California, and is described as follows:

Parcel "A" of Parcel Map No. 8021, in the County of Fresno, State of California, as per Map recorded in [Book 70, of Parcel Maps, Pages 17 and 18](#), in the Office of the County Recorder of said County.

APN: 512-050-89

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2022 - 2023, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, as follows:

Assessor's Parcel No	:	512050-89	
Code No.	:	062-015	
1st Installment	:	\$4,104.94	Marked Paid
2nd Installment	:	\$4,104.94	NOT Marked Paid
P.P. Value	:	\$560,000.00	

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1421001725-DB

4. Said land lies within the Fresno Metropolitan Flood Control District and is subject to Drainage Fees and/or Requirements to Construct Planned Local Drainage Facilities, as disclosed by instrument:

Entitled : Resolution No. 1816 – The Board of Directors of the Fresno
Metropolitan Flood Control District
By : The Board of Directors of the Fresno Metropolitan Flood Control District
Recorded : July 31, 1995 as Series Number 95092128
Returned to : 5469 E. Olive Avenue, Fresno, CA 92727
Address

5. Assessment No. 6805 for Fresno Metropolitan Flood Control District payable with the real property taxes.

THE FOLLOWING MATTERS AFFECT TRACT ONE:

6. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of North Bryan Avenue.

7. Any easements or lesser rights which may be claimed as to a portion of said land by the owners or users, including any rights incidental thereto which may be ascertained by making inquiry of such owners or users,

Of : Power poles and wires
Affects : North Boundary
As Disclosed By : Off Record Information

8. The effect of an instrument entitled "Before the Board of Directors of the Fresno Metropolitan Flood Control District Resolution providing for the Recordation of a Map Identifying Areas Subject to Payment of Drainage Fees and/or Requirements to Construct Planned Local Drainage Facilities", executed by Fresno Metropolitan Flood Control District and City of Fresno, recorded July 31, 1995 as Instrument [No. 95092128](#) of Official Records.

9. Terms and provisions as contained in an instrument,

Entitled : Covenant and agreement
Executed By : County of Fresno and Ricahrd Bopp and Eric R. Bopp and Brian L.
Gumm and Laura R. gumm
Recorded : November 12, 2009 in Official Records under Recorder's Serial
Number 2009-0155231

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421001725-DB

10. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount :
Trustor/Borrower : West Fresno Holdings, LLC, a California limited liability company
Trustee : Old Republic Title Company
Beneficiary/Lender : U.s. Bank National Association d/b/a Housing Capital Company
Dated : April 27, 2018
Recorded : May 3, 2018 in Official Records under Recorder's Serial Number 2016-0052625
Loan No. : 2360L

Affects this and other property.

11. Terms and provisions as contained in an instrument,

Entitled : Third Modiciation Agreement
Executed By : U.S. Bank National Assciation
Dated : June 15, 2021
Recorded : [June 29, 2021 in Official Records under Recorder's Serial Number 2021-0105565](#)

12. Water rights, claims or title to water, whether or not shown by the public records.

13. Prior to the issuance of any policy of title insurance, the Company requires the following with respect to West Fresno Holdings, LLC, a California Limited Liability Company:

1. A copy of any management or operating agreements and any amendments thereto, together with a current list of all members of said LLC.
2. A certified copy of its Articles of Organization (LLC-1), any Certificate of Correction (LLC-11), Certificate of Amendment (LLC-2), or Restatement of Articles of Organization (LLC-10).
3. Recording a Certified copy of said LLC-1 and any "amendments thereto".

14. Any claim of lien for services, labor or material arising from an improvement or work under construction or completed at the date hereof.

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1421001725-DB

15. Note: It appears that Old Republic National Title Insurance may be asked to insure against the rights of Mechanics Lien claimants. The Company may require the following:
- A. Signed indemnities by all parties.
 - B. A copy of the construction cost breakdown.
 - C. Appropriate financial statements from all Indemnitors.
16. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
17. Any unrecorded and subsisting leases.
18. The requirement that the Company be provided with a copy of the "rent roll" and "tenant estoppel certificates" for its review.
- The Company may have different and/or additional requirements after its review.
19. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

----- Informational Notes -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 2.2.

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1421001725-DB

- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land vacant land known as Apn: 512-050-89, Fresno, CA 93723.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

- C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Grant Deed

By/From : Brian L. Gumm and Laura R. Gumm, husband and wife and Eric R. Bopp, a single man and Richard Bopp, as to a life estate

To : Meacci Holdings, LCC, a California limited liability company

Dated : October 10, 2011

Recorded : [October 18, 2011 in Official Records under Recorder's Serial Number 2011-0140481-00](#)

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421001725-DB

NOTE:

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a “Restrictive Covenant Modification” form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the “Restrictive Covenant Modification” (“RCM”) form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder’s Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder’s Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder’s Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder’s Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder’s Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The “Restrictive Covenant Modification” form is linked below:

[Restrictive Covenant Modification form](#)

PRELIMINARY TITLE

Exhibit I

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE (06/17/06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

SCHEDULE B - PART I

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

PRELIMINARY TITLE



FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

PRELIMINARY TITLE

Who we are

Who is providing this notice?

Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do

How does Old Republic Title protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <https://www.oldrepublictitle.com/privacy-policy>

How does Old Republic Title collect my personal information?

We collect your personal information, for example, when you:

- Give us your contact information or show your driver's license
- Show your government-issued ID or provide your mortgage information
- Make a wire transfer

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes - information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <https://www.oldrepublictitle.com/privacy-policy> for your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.*

Non-affiliates

Companies not related by common ownership or control. They can be financial and non-financial companies.

- *Old Republic Title does not share with non-affiliates so they can market to you*

Joint marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- *Old Republic Title doesn't jointly market.*

PRELIMINARY TITLE

Page 3

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

Updated: January 1, 2021

Privacy Notice for California Consumers

This Privacy Notice for California Consumers supplements the information contained in the Master Privacy Notice for Old Republic Title and applies to consumers that reside in the State of California. The terms used in this Privacy Notice have the same meaning as the terms defined in the California Consumer Privacy Act (“CCPA”).

What Personal Information We Collect

In accordance with the CCPA, personal information is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include:

Information outside the scope of the CCPA such as:

- Health or medical information covered by the Health Insurance Portability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA).
- Personal Information covered by the Gramm-Leach-Bliley Act (GLBA), the Fair Credit Reporting Act (FCRA), the California Financial Information Privacy Act (FIPA), and the Driver’s Privacy Protection Act of 1994,
- Publicly available information that is available from federal, state, or local government records, and
- De-identified or aggregated consumer information.

Please see the chart below to learn what categories of personal information we may have collected about California consumers within the preceding twelve months, the sources of and business purposes for that collection and the third parties with whom the information is shared, if any.

Category	Examples	Collected	Sources	Business Purpose for Collection	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, Internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious,	Service providers associated with the transaction for a business purpose

PRELIMINARY TITLE

2

				deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

PRELIMINARY TITLE

2

	medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).				
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

PRELIMINARY TITLE

2

What Personal Information We Share and Why We Share It

The CCPA requires us to tell you what categories of personal information we “sell” or “disclose.” We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, including the personal information of persons under 16 years of age, as that term is defined by the CCPA. When it is necessary for a business purpose, we share or disclose your personal information with a service provider, and we enter a contract with the service provider that limits how the information may be used and requires the service provider to protect the confidentiality of the information.

In the preceding twelve months, we have disclosed the following categories of personal information for the following business purposes. Where the personal information is shared with third parties, as that term is defined in the CCPA, the category of the third party is indicated.

Category	Examples	Business Purpose for Disclosure	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. “Personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

PRELIMINARY TITLE

2

Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

We may also transfer to a third party the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business.

Your Rights and Choices

The CCPA provides California consumers with certain rights regarding their personal information. This chart describes those rights and certain limitations to those rights.

Right	What This Means
Notice	At or before the time your personal information is collected, you will be given written notice of the categories of personal information to be collected and the purposes for which the categories of personal information will be used.
Access	At your verifiable request, but no more than twice in a twelve month period, we shall disclose to you: 1) the categories of personal information we have collected about you, 2) the

PRELIMINARY TITLE

2

	<p>categories of sources for the personal information we collected about you, 3) our business and commercial purpose for collecting or selling your personal information, 4) the categories of third parties with whom we share your personal information, 5) The specific pieces of information we have collected about you, 6) the categories of personal information disclosed for a business purpose, and</p> <p>7) If we sold personal information, the categories of personal information sold and the categories of third parties to whom it was sold.</p>
Deletion	<p>You have the right to request that we delete any of your personal information that we collected from you, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers to delete) your personal information from our records unless an exception applies. We may deny your request if retention of the information is necessary for us or our service providers to:</p> <ul style="list-style-type: none"> • Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you. • Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities. • Debug products to identify and repair errors that impair existing intended functionality. • Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law. • Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.) • Engage in public or peer reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent. • Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us. • Comply with a legal obligation. • Make other internal and lawful uses of that information that are compatible with the context in which you provided it. • Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)
Opt-Out of Sale	<p>With some limitations, you may direct a business that sells personal information to third parties not to sell the personal information to these third parties.</p> <p>A business may not sell the personal information of persons less than sixteen years of age without their affirmative consent, and in the case of those less than thirteen years of age, the consent must come from a parent.</p>
Opt-In to Sale	
Non-Discrimination	<p>We will not discriminate against you for exercising your rights under the CCPA. Unless otherwise permitted by the CCPA we will not:</p> <ul style="list-style-type: none"> • Deny you goods or service • Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties • Provide a different level or quality of goods or services • Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services

PRELIMINARY TITLE

2

To Exercise Your Rights

To Opt-out of the Sale of Your Personal Information

The CCPA gives consumers the right to direct a business that sells personal information about the consumer to third parties not to sell the consumer's personal information. We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, as that term is defined by the CCPA.

To Request Access to or Deletion of Your Personal Information

To exercise your access or deletion rights described above, please submit a verifiable consumer request to us by either: Calling us at 1-855-557-8437 or contacting us through our website [CCPA Consumer Request](#).

Only you or your representative that you authorize to act on your behalf (Authorized Agent) can make a verifiable consumer request for your personal information. You may also make a request for your minor child. The verifiable request must provide enough information that allows us to reasonably verify you are the person about whom we collected personal information. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and to confirm the personal information relates to you.

We work to respond to a verifiable consumer request within 45 days of its receipt. If we require additional time, we will inform you of the extension period (up to an additional 45 days), and the reason for the extension in writing. If you have an account with us, we will deliver our response to that account. If you do not have an account with us, we will deliver our response by mail or electronically, depending on your preference. The response we provide will also explain any reasons why we cannot comply with a request.

You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

Contact Us

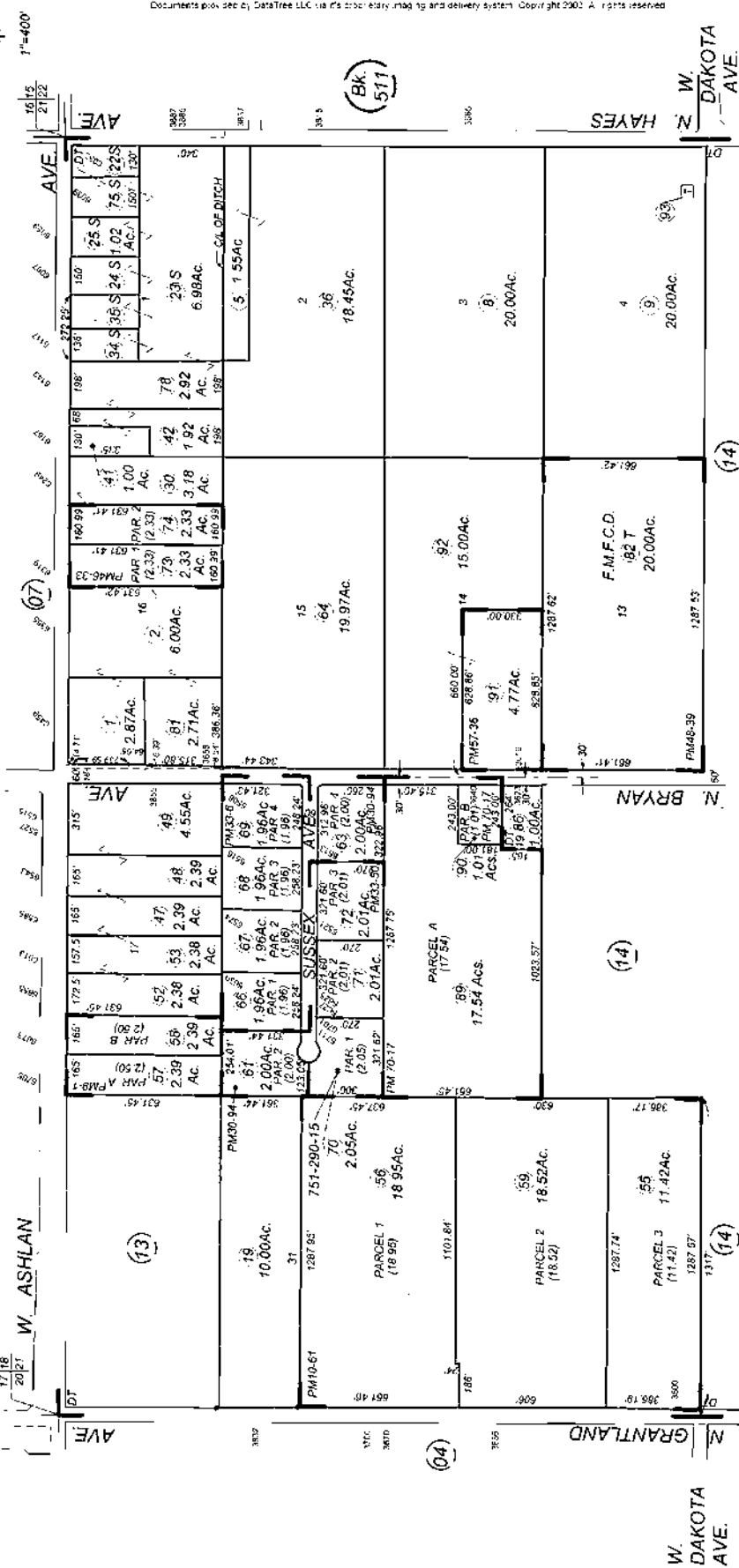
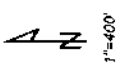
If you have any questions regarding our Privacy Notice or practices, please contact us via phone at 1-855-557-8437 or send your written request to: CCPA@oldrepublictitle.com, or Old Republic Title c/o CCPA Consumer Request Group, 275 Battery Street, Suite 1500, San Francisco, CA 94111-3334.

-NOTE-
This map is for Assessment purposes only.
It is not to be construed as portraying legal
ownership or divisions of land for purposes
of zoning or subdivision law.

SUBDIVIDED LAND IN POR. SEC. 21, T. 13 S., R. 19 E., M.D.B. & M.

Tax Rate Area
62-015
62-021

512-05



- Agricultural Preserve
- Duncan Tract - R.S. Bk. 3, Pg. 38
 - Parcel Map No. 1588 - Bk. 9, Pg. 1
 - Parcel Map No. 1771 - Bk. 10, Pg. 61
 - Parcel Map No. 4427 - Bk. 30, Pg. 94
 - Parcel Map No. 5165 - Bk. 33, Pg. 6
- Parcel Map No. 5164 - Bk. 33, Pg. 50
- Parcel Map No. 6924 - Bk. 46, Pg. 33
- Parcel Map No. 8021 - Bk. 70, Pgs. 17 & 18
- Record of Survey - Bk. 48, Pg. 39
- Record of Survey - Bk. 57, Pg. 36

Assessor's Map Bk. 512 - Pg. 05
County of Fresno, Calif.

Note - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

PHOTOS

Tract 1



Tract 1



PHOTOS

Tract 1



Tract 1



PHOTOS

Tract 1 - Road Frontage



Tract 1 - Road Frontage



PHOTOS

Tract 1



Tract 1 - Road Frontage

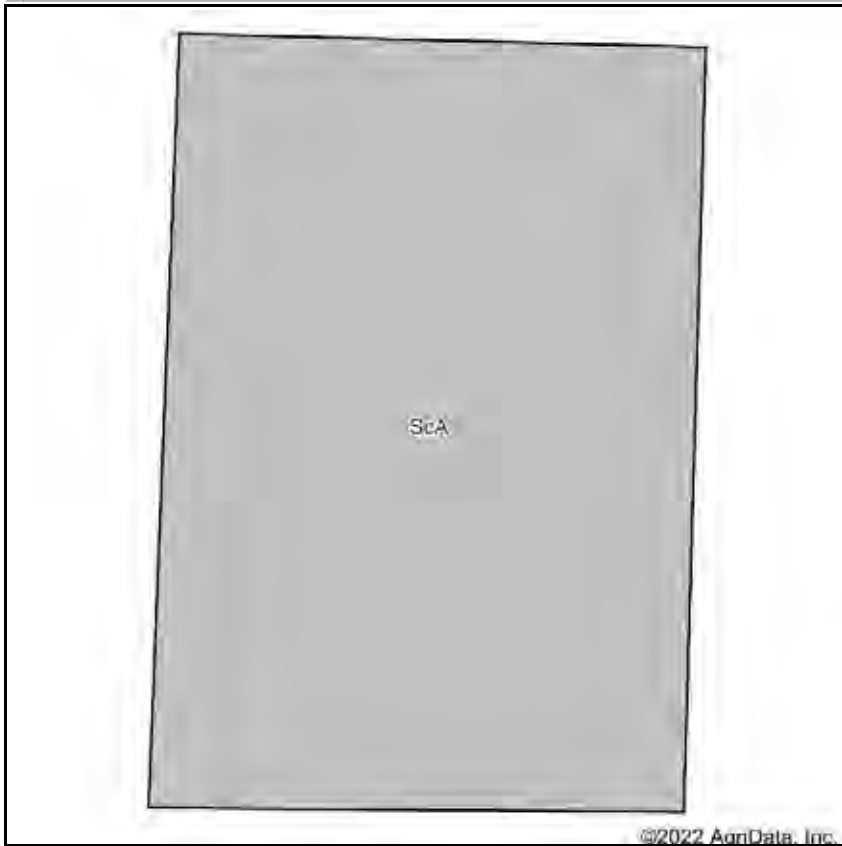


TRACT 2

TRACT MAP



SOIL MAP



Soils data provided by USDA and NRCS.



State: **California**

County: **Fresno**

Location: **9-13S-19E**

Township: **Fresno**

Acres: **1.9**

Date: **6/20/2022**



Maps Provided By



© AgriData, Inc. 2021

www.AgriDataInc.com



Area Symbol: CA654, Soil Area Version: 14

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Range Production (lbs/acre/yr)	Corn Irrigated Bu	Pasture Irrigated AUM	Wheat Bu	Wheat Irrigated Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Soybeans
ScA	San Joaquin sandy loam, 0 to 3 percent slopes, MLRA 17	1.90	100.0%		IVs	IVs	1620	122	11	18	75	14	2	5
Weighted Average					4.00	4.00	1620	122	11	18	75	*n 14	*n 2	*n 5

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:15 AM



Auditor-Controller Treasurer-Tax Collector



Property Tax Payments

[Log Out](#) | [New Search](#) | [Last Search Results](#) | [Payment List](#)

[Go Back](#)

FRESNO COUNTY SECURED PROPERTY TAX DETAILS FISCAL YEAR 2021 JULY 1, 2021 - JUNE 30, 2022

PARCEL NUMBER
505-281-20

LAND	IMPROVEMENTS	MOBILE HOME	PERSONAL PROP	EXEMPTION	NET TAXABLE VALUE
\$ 66,193.00	\$.00	\$.00	\$.00	\$.00	\$ 66,193.00

TAX AREA	005-220	PEST CONTROL VALUE	\$.00
----------	---------	--------------------	--------

ASSESSED TO
BLANK PURSUANT TO CA GC6254.21

LOCATION
1.44 AC PAR 2 P/M 2159 BK 17 PG 26 EX N 56.20 FT

TAX PAYMENT IS DISTRIBUTED AS BELOW			
TAXING AGENCIES / VOTER APPROVED BONDS / SPECIAL ASSESSMENTS	VALUE BASE	RATE / \$100	AMOUNT
FR COUNTYWIDE TAX	1	1.000000	\$661.92
FRES PEN OVERRIDE	1	.032438	\$21.46
STATE CCC 12 REFI	1	.001086	\$.70
CENTRAL USD 08D	1	.005510	\$3.64
CENTRAL USD 16A	1	.012680	\$8.38
CENTRAL USD 16 REF	1	.040934	\$27.08
CENTRAL 14 REFI B	1	.012740	\$8.42
CENTRAL USD 14 REF	1	.031684	\$20.96
CENTRAL USD 08C	1	.004662	\$3.08
CENTRAL USD 16B	1	.026106	\$17.28
CENTRAL USD 16C	1	.012810	\$8.46
CENTRAL USD 20A	1	.057010	\$37.72
STATE CCC 15 REFI	1	.004288	\$2.82

COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:15 AM

STATE CCC 16 A	1	.000096	\$.06
STATE CCC 17 REFI	1	.000002	\$.00
STATE CCC 02 S 18A	1	.003564	\$2.34
STATE CCC 16 B	1	.008596	\$5.68
STATE CCC 20 REFI	1	.000456	\$.30
TOTAL TAX RATE		1.254662	
MET FLOOD ASSMT	6		\$41.42
FRES MOSQ & VECTR	6		\$1.10
TOTAL TAX			\$872.82

1st Installment			2nd Installment	
Due Date	2021-12-10		Due Date	2022-04-10
Status	Paid 2021-12-10		Status	Paid 2022-04-08
Taxes Due	\$ 436.41		Taxes Due	\$ 436.41
Penalties Due	\$.00		Penalties Due	\$.00
Additional Fees Due	\$.00		Additional Fees Due	\$.00
Total Amount Due	\$ 436.41		Total Amount Due	\$ 436.41
Parcel Number	505-281-20		Parcel Number	505-281-20

COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:16 AM



**Auditor-Controller
Treasurer-Tax Collector**



[Property Tax Payments](#)

[Log Out](#)

[New Search](#)

[Last Search Results](#)

[Payment List](#)

[Go Back](#)

**FRESNO COUNTY SECURED PROPERTY TAX DETAILS
FISCAL YEAR 2021
JULY 1, 2021 - JUNE 30, 2022**

PARCEL NUMBER
505-281-22

LAND	IMPROVEMENTS	MOBILE HOME	PERSONAL PROP	EXEMPTION	NET TAXABLE VALUE
\$ 21,967.00	\$.00	\$.00	\$.00	\$.00	\$ 21,967.00

TAX AREA	005-228	PEST CONTROL VALUE	\$.00
----------	---------	--------------------	--------

ASSESSED TO
BLANK PURSUANT TO CA GC6254.21

LOCATION
NLY PAR IN PAR 1 P/M 2159 BK 17 PG 26

TAX PAYMENT IS DISTRIBUTED AS BELOW			
TAXING AGENCIES / VOTER APPROVED BONDS / SPECIAL ASSESSMENTS	VALUE BASE	RATE / \$100	AMOUNT
FR COUNTYWIDE TAX	1	1.000000	\$219.66
FRES PEN OVERRIDE	1	.032438	\$7.12
STATE CCC 12 REFI	1	.001086	\$.22
CENTRAL USD 08D	1	.005510	\$1.20
CENTRAL USD 16A	1	.012680	\$2.78
CENTRAL USD 16 REF	1	.040934	\$8.98
CENTRAL 14 REFI B	1	.012740	\$2.78
CENTRAL USD 14 REF	1	.031684	\$6.94
CENTRAL USD 08C	1	.004662	\$1.02
CENTRAL USD 16B	1	.026106	\$5.72
CENTRAL USD 16C	1	.012810	\$2.80
CENTRAL USD 20A	1	.057010	\$12.52
STATE CCC 15 REFI	1	.004288	\$.94

COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:16 AM

STATE CCC 16 A	1	.000096	\$.02
STATE CCC 17 REFI	1	.000002	\$.00
STATE CCC 02 S 18A	1	.003564	\$.78
STATE CCC 16 B	1	.008596	\$1.88
STATE CCC 20 REFI	1	.000456	\$.10
TOTAL TAX RATE		1.254662	
FRES MOSQ & VECTR	6		\$1.10
TOTAL TAX			\$276.58

1st Installment			2nd Installment	
Due Date	2021-12-10		Due Date	2022-04-10
Status	Paid 2021-12-10		Status	Paid 2022-04-08
Taxes Due	\$ 138.29		Taxes Due	\$ 138.29
Penalties Due	\$.00		Penalties Due	\$.00
Additional Fees Due	\$.00		Additional Fees Due	\$.00
Total Amount Due	\$ 138.29		Total Amount Due	\$ 138.29
Parcel Number	505-281-22		Parcel Number	505-281-22

PRELIMINARY TITLE

ORDER NO. : 1421002132

EXHIBIT A

The land referred to is situated in the County of Fresno, City of Fresno, State of California, and is described as follows:

Parcel B of Lot Line Adjustment No. 2020-07, as [Document No. 2020-0170345](#) of Official Records of Fresno County, and more particularly described as follows:

Parcel B of Lot Line Adjustment No. 2018-22, perfected by Grant Deed recorded on September 12, 2018 as Document [No. 2018-0111700](#) of Official Records of Fresno County, and more particularly described as follows:

Parcel 2 of Parcel Map No. 2159, recorded in [Book 17, Page 26 of Parcel Maps](#), Fresno County Records

EXCEPTING THEREFROM the North 56.20 feet of said Parcel 2 of said Parcel Map No. 2159.

Also Excepting Therefrom that portion lying within Tract No. 5457, recorded in [Book 75, Pages 60 through 61](#) of Plats, Fresno County Records.

Together With that portion of Parcel 1 of Parcel Map No. 2159, in the County of Fresno, State of California, according to the Map thereof recorded July 31, 1975 in [Book 17, Page 26 of Parcel Maps](#), more particularly described as follows:

Beginning at the Northwest corner of Parcel 1 of Parcel Map 2159, in the City of Fresno, County of Fresno, State of California, according to the Map thereof recorded in [Book 17, Page 26](#), Fresno County Records, thence North 89° 37' 02" East, a distance of 236.00 feet; thence South 00° 00' 00" East, a distance of 88.74 feet; thence South 89° 37' 33" West, a distance of 236.00 feet, thence North 00° 00' 00" East, a distance of 88.70 feet to the Point of Beginning.

Together With underlying fee interest, if any, adjacent to the above described property in and to the adjoining public right of way.

APN: 505-281-20 and 505-281-22

PRELIMINARY TITLE



7471 N. Remington Ave., Suite 101
Fresno, CA 93711
(559) 440-9249 Fax: (559) 447-1643

PRELIMINARY REPORT

THE WATERFORD FOUNDATION, INC., A
CALIFORNIA NON-PROFIT CORPORATION

Our Order Number 1421002132-CF

Customer Reference THE WATERFORD FOUNDATION,
INC.

Buyer:
TBD

When Replying Please Contact:

Cathy Faraone
cfaraone@ortc.com
(559) 440-9249

Property Address:

APN 505-281-20 And 505-281-22, Fresno, CA 93723

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 23, 2022, at 8:00 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1421002132-CF

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

The Waterford Foundation, Inc., a California non-profit corporation

The land referred to in this Report is situated in the County of Fresno, City of Fresno, State of California, and is described as follows:

Parcel B of Lot Line Adjustment No. 2020-07, as [Document No. 2020-0170345](#) of Official Records of Fresno County, and more particularly described as follows:

Parcel B of Lot Line Adjustment No. 2018-22, perfected by Grant Deed recorded on September 12, 2018 as Document [No. 2018-0111700](#) of Official Records of Fresno County, and more particularly described as follows:

Parcel 2 of Parcel Map No. 2159, recorded in [Book 17, Page 26 of Parcel Maps](#), Fresno County Records

EXCEPTING THEREFROM the North 56.20 feet of said Parcel 2 of said Parcel Map No. 2159.

Also Excepting Therefrom that portion lying within Tract No. 5457, recorded in [Book 75, Pages 60 through 61](#) of Plats, Fresno County Records.

Together With that portion of Parcel 1 of Parcel Map No. 2159, in the County of Fresno, State of California, according to the Map thereof recorded July 31, 1975 in [Book 17, Page 26 of Parcel Maps](#), more particularly described as follows:

Beginning at the Northwest corner of Parcel 1 of Parcel Map 2159, in the City of Fresno, County of Fresno, State of California, according to the Map thereof recorded in [Book 17, Page 26](#), Fresno County Records, thence North 89° 37' 02" East, a distance of 236.00 feet; thence South 00° 00' 00" East, a distance of 88.74 feet; thence South 89° 37' 33" West, a distance of 236.00 feet, thence North 00° 00' 00" East, a distance of 88.70 feet to the Point of Beginning.

Together With underlying fee interest, if any, adjacent to the above described property in and to the adjoining public right of way.

APN: 505-281-20 and 505-281-22

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1421002132-CF

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2022 - 2023, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, as follows:

Assessor's Parcel No	:	505-281-20	
Code No.	:	005-220	
1st Installment	:	\$436.41	Marked Paid
2nd Installment	:	\$436.41	Marked Paid
Land Value	:	\$66,193.00	

3. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, as follows:

Assessor's Parcel No	:	505-281-22	
Code No.	:	005-228	
1st Installment	:	\$138.29	Marked Paid
2nd Installment	:	\$138.29	Marked Paid
Land Value	:	\$21,967.00	

4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

5. Assessment No. 6805 for Fresno Metropolitan Flood Control District payable with the real property taxes.

6. Said land lies within the Fresno Metropolitan Flood Control District and is subject to Drainage Fees and/or Requirements to Construct Planned Local Drainage Facilities, as disclosed by instrument:

Entitled	:	Resolution No. 1816 – The Board of Directors of the Fresno Metropolitan Flood Control District
By	:	The Board of Directors of the Fresno Metropolitan Flood Control District
Recorded	:	July 31, 1995 as Series Number 95092128
Returned to Address	:	5469 E. Olive Avenue, Fresno, CA 92727

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002132-CF

7. Recitals shown or noted upon a map as follows:

Map Entitled : Parcel Map No. 2159
Filed On : [July 31, 1975 in Book 17 of Maps, at Page 26](#)
Which Says : An easement across a strip of land approximately 2 feet wide and 12 feet long across the Easterly portion of said land, by judgment entered September 8, 1979 in an action in the Superior Court of the State of California, in and for the County of Fresno, No. 78077

8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For : Future right of way
Affects : A Westerly portion

9. Offer of Dedication on the map,

For : Street purposes
Affects : A Westerly portion

10. Matters as contained or referred to in an instrument,

Entitled : Statement of Covenants Affecting Land Development for Right to Farm for the Barstow-Grantland No. 1 Reorganization
Executed By : Grantland Avenue, LLC, a California limited liability company
Dated : December 13, 2004
Recorded : [February 16, 2005 in Official Records under Recorder's Serial Number 2005-0037393](#)

11. Matters as contained or referred to in an instrument,

Entitled : Statement of Covenants Affecting Land Development for Temporary Storm Drainage Facilities for Tract No. 5395, Phase 2 of Vesting Tentative Map No. 5247
Executed By : Grantland Avenue LLC, a California limited liability company; and La Terraza Partners, LLC, a California limited liability company
Recorded : [September 23, 2005 in Official Records under Recorder's Serial Number 2005-0224527](#)

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002132-CF

12. Matters as contained or referred to in an instrument,
- Entitled : Statement of Covenants Affecting Land Development for Temporary Storm Drainage Facilities for Tract No. 5395, Phase 2 of Vesting Tentative Map No. 5247
- Executed By : Grantland Avenue LLC, a California limited liability company; and La Terraza Partners, LLC, a California limited liability company
- Recorded : [September 23, 2005 in Official Records under Recorder's Serial Number 2005-0224528](#)
13. Satisfactory evidence furnished to this Company:
- a) as to the due formation and continued existence of The Waterford Foundation, Inc. as a legal entity under the laws of California; and
- b) documents from its board of directors authorizing this transaction and specifying the officers who shall to execute on behalf of the corporation.
- The requirement that a certified copy of a resolution of the board of directors be furnished to this Company authorizing or ratifying the proposed conveyance, and that there be annexed to the conveyance a certificate of compliance and approval meeting the requisites of Section 5912 Corporations Code.
14. Any statutory lien for services, labor or material arising from an improvement or work related to the land, unless notice thereof appears on record prior to Date of Policy.
15. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 & 2.1.

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002132-CF

- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land vacant land known as Aprn 505-281-20 And 505-281-22, Fresno, CA 93723.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

Corporation Grant Deed executed by The Waterford Foundation, Inc., a California non-profit corporation to The Waterford Foundation, Inc., a California non-profit corporation recorded [November 25, 2020 in Official Records under Recorder's Serial Number 2020-0170345](#).

O.N.

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002132-CF

NOTE:

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a “Restrictive Covenant Modification” form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the “Restrictive Covenant Modification” (“RCM”) form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder’s Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder’s Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder’s Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder’s Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder’s Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The “Restrictive Covenant Modification” form is linked below:

[Restrictive Covenant Modification form](#)

PRELIMINARY TITLE

Exhibit I

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11/09/18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses which arise by reason of:

1. (a) Any law, ordinance, or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the land;
 - (ii) the character, dimensions, or location of any improvement now or hereafter erected on the land;
 - (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing-business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE

SCHEDULE B - PART I

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

PRELIMINARY TITLE

Exhibit I

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE (06/17/06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

SCHEDULE B - PART I

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

PRELIMINARY TITLE

Documents provided by DataTree LLC via its proprietary imaging and delivery system. Copyright 2006. All rights reserved.

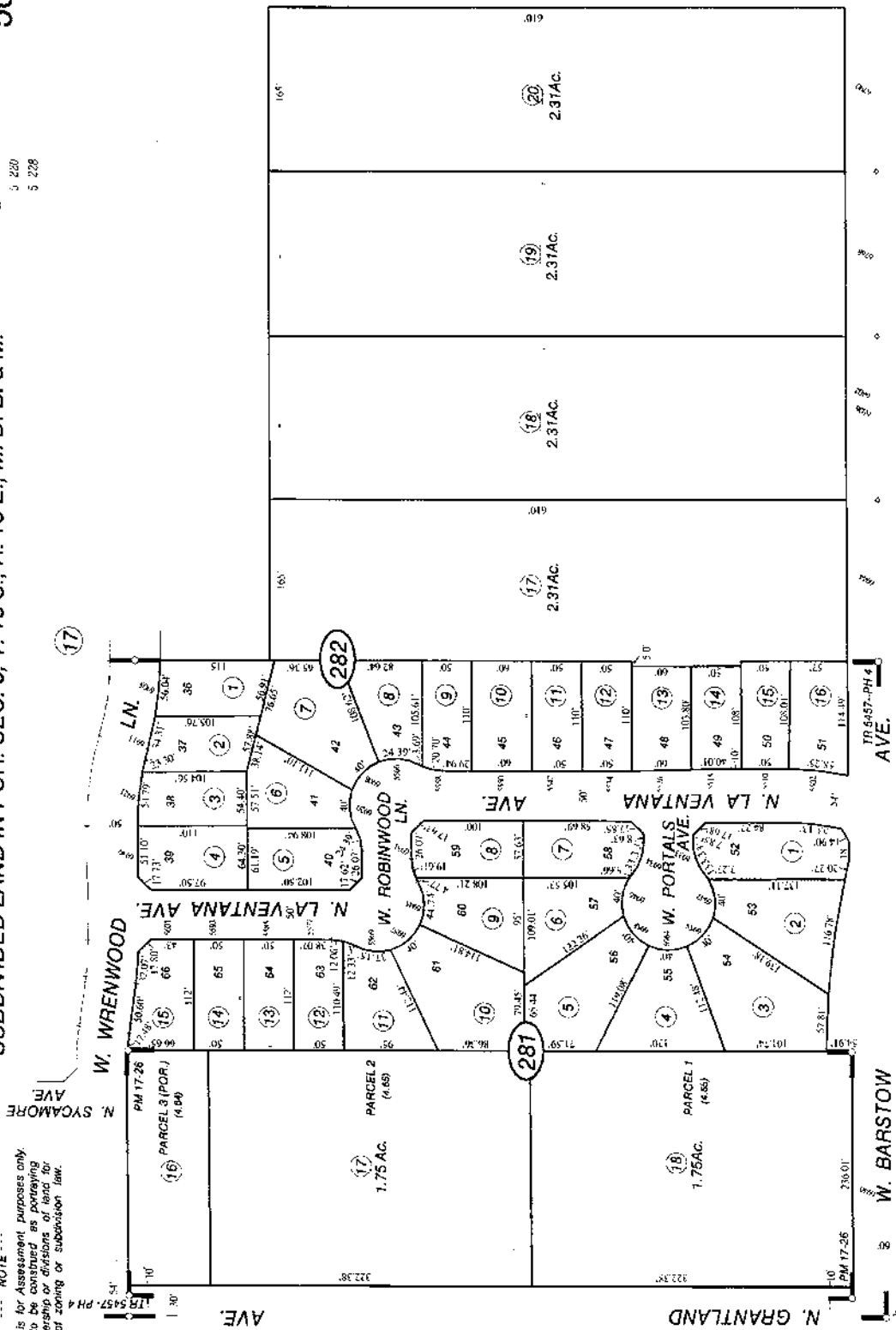
505-28

Tax Rate Area
5.220
5.228

SUBDIVIDED LAND IN POR. SEC. 9, T. 13 S., R. 19 E., M. D. B. & M.

NOTE ---
This map is for Assessment purposes only.
It is not to be construed as conveying
any interest in land or for purposes of
subdivision law.

1" = 100'



Assessor's Map Bk. 505 - Pg. 28

County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Parcel Map No. 2159 - Bk. 17, Pg. 26
Tract No. 5457- Phase 4 - Bk. 75, Pgs. 60-61

04-14-2015 OK 15R

PHOTOS

Tract 2



Tract 2



PHOTOS

Tract 2 - Road Frontage

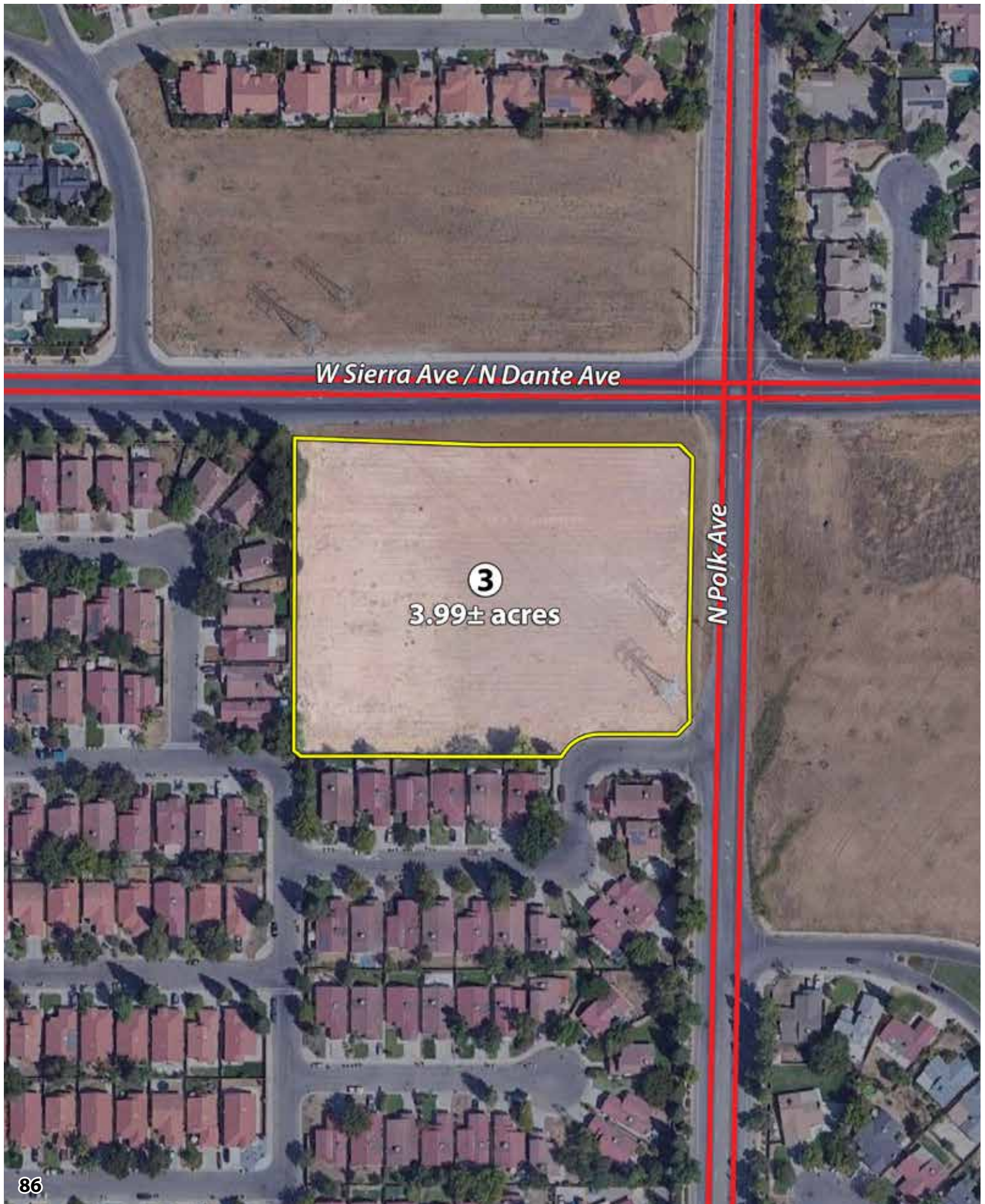


Tract 2

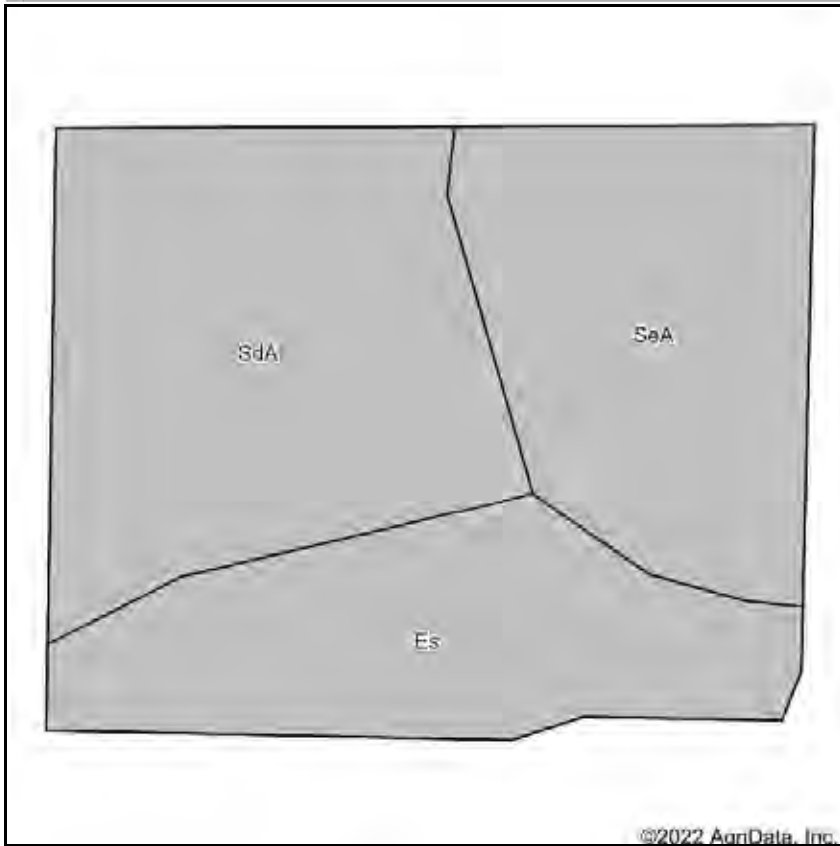


TRACT 3

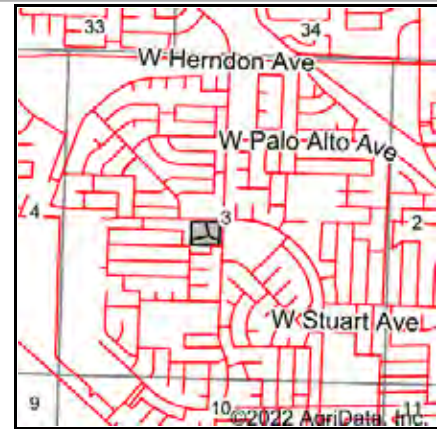
TRACT MAP



SOIL MAP



Soils data provided by USDA and NRCS.



State: **California**
 County: **Fresno**
 Location: **3-13S-19E**
 Township: **Fresno**
 Acres: **3.92**
 Date: **6/20/2022**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By

surety
 CUSTOMIZED ONLINE MAPPING

© AgriData, Inc. 2021 www.AgriDataInc.com



Area Symbol: CA654, Soil Area Version: 14

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Range Production (lbs/acre/yr)	Corn Irrigated Bu	Pasture Irrigated AUM	Wheat Bu	Wheat Irrigated Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Soybeans
SdA	San Joaquin sandy loam, shallow, 0 to 3 percent slopes	1.61	41.1%		IVs	IVs	1360			8		11	1	2
SeA	San Joaquin loam, 0 to 3 percent slopes	1.21	30.9%		IVs	IIIIs	1530	70	12	25	50	18	1	5
Es	Exeter sandy loam	1.10	28.1%		IVs	IIIIs	0		12	15		14	1	4
Weighted Average					4.00	3.41	1030.8	21.6	10.4	11.9	15.4	*n 14	*n 1	*n 3.5

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:18 AM



**Auditor-Controller
Treasurer-Tax Collector**



Property Tax Payments

[Log Out](#) | [New Search](#) | [Last Search Results](#) | [Payment List](#)

[Go Back](#)

**FRESNO COUNTY SECURED PROPERTY TAX DETAILS
FISCAL YEAR 2021
JULY 1, 2021 - JUNE 30, 2022**

PARCEL NUMBER
506-130-04S

LAND	IMPROVEMENTS	MOBILE HOME	PERSONAL PROP	EXEMPTION	NET TAXABLE VALUE
\$ 599,688.00	\$.00	\$.00	\$.00	\$.00	\$ 599,688.00

TAX AREA	005-568	PEST CONTROL VALUE	\$.00
----------	---------	--------------------	--------

ASSESSED TO
BLANK PURSUANT TO CA GC6254.21

LOCATION
SUR RT 4.13 AC IN LOTS 105 & 106 J C FORKNER NO 2

TAX PAYMENT IS DISTRIBUTED AS BELOW			
TAXING AGENCIES / VOTER APPROVED BONDS / SPECIAL ASSESSMENTS	VALUE BASE	RATE / \$100	AMOUNT
FR COUNTYWIDE TAX	1	1.000000	\$5,996.88
FRES PEN OVERRIDE	1	.032438	\$194.52
STATE CCC 12 REFI	1	.001086	\$6.50
CENTRAL USD 08D	1	.005510	\$33.04
CENTRAL USD 16A	1	.012680	\$76.04
CENTRAL USD 16 REF	1	.040934	\$245.46
CENTRAL 14 REFI B	1	.012740	\$76.40
CENTRAL USD 14 REF	1	.031684	\$190.00
CENTRAL USD 08C	1	.004662	\$27.94
CENTRAL USD 16B	1	.026106	\$156.54
CENTRAL USD 16C	1	.012810	\$76.82
CENTRAL USD 20A	1	.057010	\$341.88
STATE CCC 15 REFI	1	.004288	\$25.70

COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:18 AM

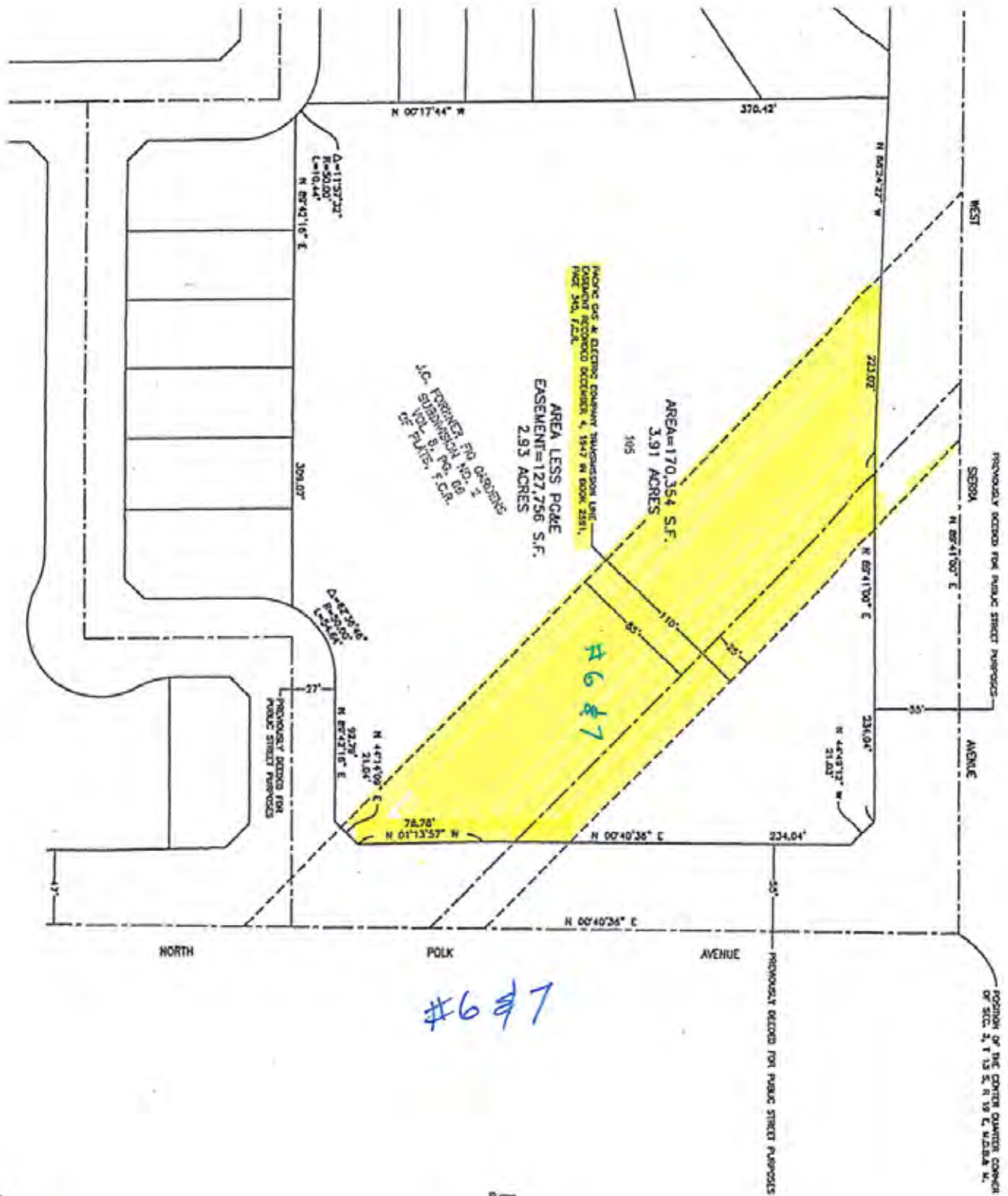
STATE CCC 16 A	1	.000096	\$.56
STATE CCC 17 REFI	1	.000002	\$.00
STATE CCC 02 S 18A	1	.003564	\$21.36
STATE CCC 16 B	1	.008596	\$51.54
STATE CCC 20 REFI	1	.000456	\$2.72
TOTAL TAX RATE		1.254662	
FID WATER SERVICE	6		\$215.60
MET FLOOD ASSMT	6		\$292.96
FRES MOSQ & VECTR	6		\$1.10
TOTAL TAX			\$8,033.56

1st Installment			2nd Installment	
Due Date	2021-12-10		Due Date	2022-04-10
Status	Paid 2021-12-10		Status	Paid 2022-04-08
Taxes Due	\$ 4,016.78		Taxes Due	\$ 4,016.78
Penalties Due	\$.00		Penalties Due	\$.00
Additional Fees Due	\$.00		Additional Fees Due	\$.00
Total Amount Due	\$ 4,016.78		Total Amount Due	\$ 4,016.78
Parcel Number	506-130-04S		Parcel Number	506-130-04S

EASEMENT MAP

PDF.js viewer

6/17/22, 11:40 AM



#6 ~~7~~



GARY C. GIAN
CIVIL ENGINEER
1118 W. STREET
PORTLAND, OR 97201

EASEMENT MAP

PDF.js viewer

6/17/22, 11:40 AM

446

1144-220

THIS INSTRUMENT, made this 27th day of May, 1930, by and between Fred W. Gregory, Lucy R. Gregory, The Forkner-Giffen Fig Gardens, of the County of Fresno, California, "Grantor", and San Joaquin Light and Power Corporation, a California corporation, and its assigns, "Grantee",

W I T N E S S E T H :

That for a valuable consideration, the receipt whereof is hereby acknowledged, Grantor hereby grants to Grantee an easement and right of way over, through and across that strip of land thirty feet (30') in width, more particularly hereinafter described, together with the right by its usual means, agents and employees to construct and to thereafter maintain and operate a double circuit electric transmission line consisting of four (4) steel towers having a dimension of twenty-six feet (26') by twenty-six feet (26'), approximately, at the base, to be located as shown on the map attached and which is made a part hereof, and also consisting of such crossarms, fixtures, appliances, wires and cables as may from time to time be placed upon said steel towers, together with the right of ingress thereto and egress therefrom for the purposes of maintaining and repairing said transmission line over and across the said property; the said property over which the easement and right of way, as hereinbefore described, being located in the County of Fresno, State of California, and described as

Lots 103, 104, 105, 115 and the North Half (N $\frac{1}{2}$) of Lot 114 of J. C. Forkner Fig Gardens Subdivision No. 2, according to the map of said subdivision recorded January 9th, 1920, in the office of the County Recorder, of Fresno County, California, in Book 8, Page 86 of Maps.

The said strip of land over, through and across which an easement and right-of-way is hereby granted, is particularly described as follows, to-wit:

Beginning at a point on the easterly line of Lot 115 of the J. C. Forkner Fig Gardens Subdivision No. 2, according to the map or plat of same on file and of record in the office of the County Recorder of the County of Fresno, State of California, in Plat Book 8 at page 86, Fresno County Records, 580.90 feet North 0° 40' East from the southeast corner of said lot; thence North 45° 41' West 3347.75 feet to a point on the east and west center line of Section 3, Township 13 South, Range 10 East, M.D.S. & M., said point being 454.79 feet westerly from the center of said section 3; thence North 80° 41' East along said East and West center line 48.70 feet to a point; thence South 45° 41' East 3288.91 feet to a point on the easterly line of said Lot 115, 636.04 feet northerly from the Southeast corner of said Lot 115; thence South 0° 40' West 41.35 feet to the point of commencement.

For the purpose of constructing, maintaining and operating the within described facilities, Grantee may go over and across the property of Grantor, as hereinbefore described, but strictly subject to this provision, that if any damage is done by Grantee, its agents or employees, in constructing or repairing said line, or in exercising the above granted right of ingress and egress to growing crops, buildings, ditches, fences, structures or stock located on said property and all other damage accruing therefrom, Grantee shall promptly compensate Grantor therefor; provided further in this connection, however, that Grantor shall at all times have the right to use the land above described and the whole thereof except that portion where towers are located for the growing of any and all crops and for all other purposes consistent with ownership vested in said Grantor subject to the right of ingress and egress for the purposes and under the conditions above stated.

All facilities constructed, operated and maintained on said property shall be constructed, operated and maintained at all times in accord with all rules and regulations, laws or ordinances applicable thereto, and in the event damage is sustained by Grantor, as the result of the construction, maintenance or operation of said transmission line, Grantee shall promptly compensate Grantor for such damage as may result from the negligent construction, maintenance or operation of said line.

FRED W. GREGORY

LUCY R. GREGORY

THE FORKNER-GIFFEN FIG GARDENS

(CORPORATE SEAL)

By J C FORKNER President

Attest: E. A. FORKNER Sec'y

(CORPORATE SEAL)

SAN JOAQUIN LIGHT AND POWER CORPORATION,

By E. P. SMITH Assistant to the General Manager,

W. E. DUMPHY Secretary.

State of California, }
County of Fresno, } ss.

On this 27th day of May, in the year one thousand nine hundred and thirty, before me, L. E. Peterson, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Fred W. Gregory and Lucy R. Gregory, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and acknowledged that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at

EASEMENT MAP

PDF.js viewer

6/17/22, 11:40 AM

whose names are subscribed to the within instrument, and acknowledged that they executed the same as such trustees.

WITNESS my hand and official seal the day and year in this certificate first above written:

(SEAL)

LUCKY M. KRAUCHI Notary Public in and for said County and State.

(Endorsed) Reconveyance Individual T. P. Robertson and Bert Potts to Earl T. Bebb Dated December 1, 1947

Recorded at Request of Earl T. Bebb at 23 Min. Past 3 P M Vol. 2591 Official Records, Pg. 344 et seq Dec 3 1947 Fresno County, California

4/1.70
60582-IT

I. E. FARLEY, County Recorder
By J. G. CULMAN Deputy Recorder

345

--- 0 --- 1144 - 320

THIS INSTRUMENT made by and between A. L. Lake and Fanny Iola Lake, husband and wife, hereinafter called first parties, and Pacific Gas and Electric Company, a California corporation, hereinafter called second party,

WITNESSETH that:

WHEREAS first parties are the owners of those certain premises, situate in the County of Fresno, State of California, which are described as follows, viz.:

Lots 103, 104, 105, 115 and the north half of lot 114, as the same are delineated and so designated upon that certain map of J. C. Forkner Fig Gardens, Subdivision No. 2 recorded in volume 8 of maps at page 66, records of said Fresno County.

and

WHEREAS second party is the owner of the easement across said premises granted by Fred W. Gregory et al to San Joaquin Light and Power Corporation by deed dated May 27, 1930 and recorded in volume 2502 of official records at page 446, records of said Fresno County, for a tower and wire electric transmission line, which transmission line has heretofore been constructed and is now maintained and used by second party; and

WHEREAS second party desires to construct, maintain and use one additional transmission line on said premises adjacent to said existing transmission line.

NOW, THEREFORE, in consideration of value paid therefor by second party, the adequacy and receipt whereof are hereby acknowledged, first parties do hereby grant unto second party the right to from time to time erect, construct, reconstruct, replace, remove, maintain and use such towers with all necessary and proper crossarms, braces and other appliances and fixtures for use in connection therewith, and suspend therefrom maintain and use such wires and/or cables as second party may deem necessary for the transmission and distribution of electric energy and for private telephone and telegraph purposes of second party, together with a right of way therealong, over and across said premises within the strip of land which is described as follows, viz.:

A strip of land of the uniform width of 110 feet extending entirely across said premises and lying 25.0 feet on the northeasterly, and 55.0 feet on the southwesterly, side of a line which begins at a point in the northerly boundary line of said premises and runs thence south 45° 48' east 100 feet, more or less, to a point from which the south-east corner (marked by an iron pipe) of the northwest quarter of section 3, township 15 south, range 19 east, M.D.N.M., bears north 75° 19' east 285.3 feet distant; thence south 45° 48' east 3020 feet, more or less, to the easterly boundary line of said premises.

First parties do further grant unto second party the right (a) of ingress to and egress from such facilities by a practicable route or routes across said premises, (b) to erect, maintain and use gates in all fences which now cross or shall hereafter cross the right or rights of way hereby granted, and (c) to trim, and/or to cut and clear away, any trees and brush whenever, in the judgment of second party, the same shall be necessary for the convenient and safe exercise of the rights hereby granted; provided, however, (1) that in exercising such right of ingress and egress second party shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof, and (2) that all trees which second party shall cut or remove, if valuable for either timber or wood, shall continue to be the property of first party, but all tops, logs, brush and slash shall be burned or removed by second party.

Second party shall indemnify first parties against any and all loss and damage which may be caused by the exercise of said right of ingress and egress, or by any wrongful or negligent act or omission of second party or its agents, or employees, in the exercise of any of the rights hereby granted.

EASEMENT MAP

PDF.js viewer

6/17/22, 11:40 AM

346

First parties, shall not erect or construct any building or other structure, or drill or operate, any sort of well, within said strip of land.

The rights granted by said deed dated May 27, 1930 are also included herein and henceforth the respective rights and obligations of the parties hereto respecting both said transmission line heretofore constructed and any additional transmission line constructed hereunder shall be determined exclusively by the provisions hereof. Second party shall not, however, erect more than two independent transmission lines on said strip of land.

The provisions hereof shall inure to the benefit of and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF first parties have executed these presents this 6th day of November 1947.

A. L. LAKE
FANNY IOLE LAKE

Executed in the presence of
JAMES M. HEITZBERG Witness
OWN 8-25-47

State of California,)
County of Fresno) ss.

On this 7th day of November in the year 1947, before me, Irma L. Purdin a Notary Public in and for said County and State, personally appeared James M. Heitzberg personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto who, being by me duly sworn, deposed and said: That he resides in the County of Fresno State of California; that he was present and saw A. L. Lake and Fanny Iole Lake personally known to him to be the persons described in, whose names are subscribed to and who executed the said instrument as a party thereto, sign, seal, execute and deliver the same; and that the said A. L. Lake and Fanny Iole Lake duly acknowledged, in the presence of affiant, that they executed the same; and that he, the said affiant thereupon, then and there subscribed his name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL) IRMA L. PURDIN Notary Public in and for Said County and State.

(Endorsed) Recorded at Request of Railway Express Agency at 30 Min. Past 3 P.M. Vol. 2691 Official Records, Pg. 345 et seq Dec 4 1947 Fresno County, California
12/2/50
60820-TP I. E. FARLEY, County Recorder
By J. G. COLEMAN Deputy Recorder

COMP. 11-27
E-12098 792-537

Alta Vista Homes Company, a corporation hereinafter called first party, does hereby grant unto Pacific Gas and Electric Company, and The Pacific Telephone and Telegraph Company, California corporations hereinafter called Pacific Gas and Pacific Telephone, respectively, when referred to individually and second parties when referred to jointly, the right and privilege of erecting, inspecting, replacing, maintaining and using a single line of poles and such wires as second parties shall from time to time suspend therefrom and all necessary and proper guys, anchors, crossarms and braces and other fixtures, for transmitting and distributing by Pacific Gas of electric energy and for rendering by Pacific Telephone of telephone and telegraph service, respectively, together with a right of way therefor, over and across those certain premises situate in the County of Fresno, State of California, which are described as follows viz.:

Consideration not more than \$100.00

Lot 69 of Reading Park Gardens in Section 31, Township 13 South, Range 20 East, W.D.B.M., according to that certain map recorded January 29, 1947 in Volume 13, Page 37 of Plats, records of said County.

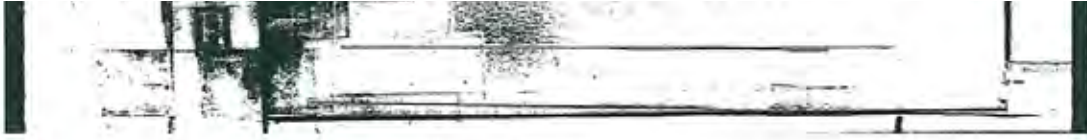
Said strip of said premises is described as follows:
A strip of land of the uniform width of 8 feet, extending entirely across said premises, and lying equally on each side of that certain line which begins at a point on the East line of said Lot 69 and distant thereon 4 feet North from the Southeast corner thereof and runs thence West and parallel to the South line of said lot to a point on the West line of said Lot 69.

First party also grants to second parties and each of them the right to trim any trees along said poles and wires whenever considered necessary for the complete enjoy-

EASEMENT MAP

PDF.js viewer

6/17/22, 11:40 AM



EASEMENT MAP

PDF.js viewer

6/17/22, 11:41 AM

Documents provided by DataTree LLC via its proprietary imaging and delivery system. Copyright 2003. All rights reserved.

90071818

9

WEST SIERRA AVENUE

Point of Beginning
S 85° 41' 00" W - 15.00'

S 44° 40' 11" E - 21.08'

A.P.N. 306-040-19

LOT 105
J.C. FORMER FIG GARDENS
SUBDIVISION NO. 2
VOL. B, PAGE 66 OF PLATS, F.C.R.

RECORDED OWNER:
ENCLOSURE CORP.
c/o Susan Enclosure
1233 W. OLYMPIC BLVD.
LOS ANGELES, CA. 90064

NOTE: SHADDED PORTION INDICATES
AREA TO BE DEDED TO THE
CITY OF FRESNO FOR PUBLIC
STREET EASEMENT PURPOSES

PREPARED BY:
GIANNETTA ENGINEERING
2135 FRESNO ST., #208
FRESNO, CA. 93721
209 264 3501

SCALE 1" = 100'

N

NORTH POPLAR AVENUE

CENTER OF SEC. 3,
T. 18 S., R. 12 E.,
M. D. B. 4 M.

FRESNO COUNTY RECORDERS OFFICE

JUN 20 1990

ACCT. NO. FILE NO. 4002 REF. 1001 TRACT 4145 20-112 W. 100 N. 200 E.	CITY OF FRESNO	DEPARTMENT OF PUBLIC WORKS
	A PORTION OF LOT 105 OF J.C. FORMER FIG GARDENS SUBDIVISION NO. 2 RECORDED IN VOL. B, PAGE 66 OF PLATS, F.C.R. FOR STREET EASEMENT PURPOSES	
	SIGNED BY: CITY ENGINEER FOR BY E. NICHOLS J. L. BY J. C. P. DATE JUNE 1, 1990 SCALE 1" = 100'	APPROVED OFFICE FILE FILED IN 1 15-A-5050

EASEMENT MAP

PDF.js viewer

6/17/22, 11:41 AM

Documents provided by DataTee LLC via its proprietary imaging and delivery system. Copyright 2003. All rights reserved.

#10

91028255

NORTH
SCALE: 1"=400'

CENTER OF SECTION 3, 13/19
NE COR. LOT 105
NORTH POLK AVENUE

WEST SIERRA AVENUE

105
106
107
108

J.C. FORKNER FIG GARDEN SUBDIVISION NO. 2
J.C. FORKNER VOLUME 8 PAGE 89 F.C.R. PLATS

26.32'
10'
30'
30'

W 1/4 COR. SEC. 3 13/19
NORTH HAYES AVENUE

PREPARED BY:
FRED N. RUBE ENGINEERING, INC.
2021 N. GATEWAY BLVD.
FRESNO, CA 93727
(209) 252-7223

NOTE:
MATCHED AREA DONOTES
PORTION TO BE DEEDED
TO THE CITY OF FRESNO
FOR PUBLIC STREET PURPOSES

A.P.N. 308-040-02
308-040-19

CIVIL
No. 20816
DATE 9/30/90
SCALE AS SHOWN

GRANTEE:
RANCHO NUEVO CREMA,
LIMITED PARTNERSHIP
1770 SASSON RANCHOS
12323 WEST OLYMPIC BLVD.
SUITE 128
LOS ANGELES, CA 90064

MAR 11 1991

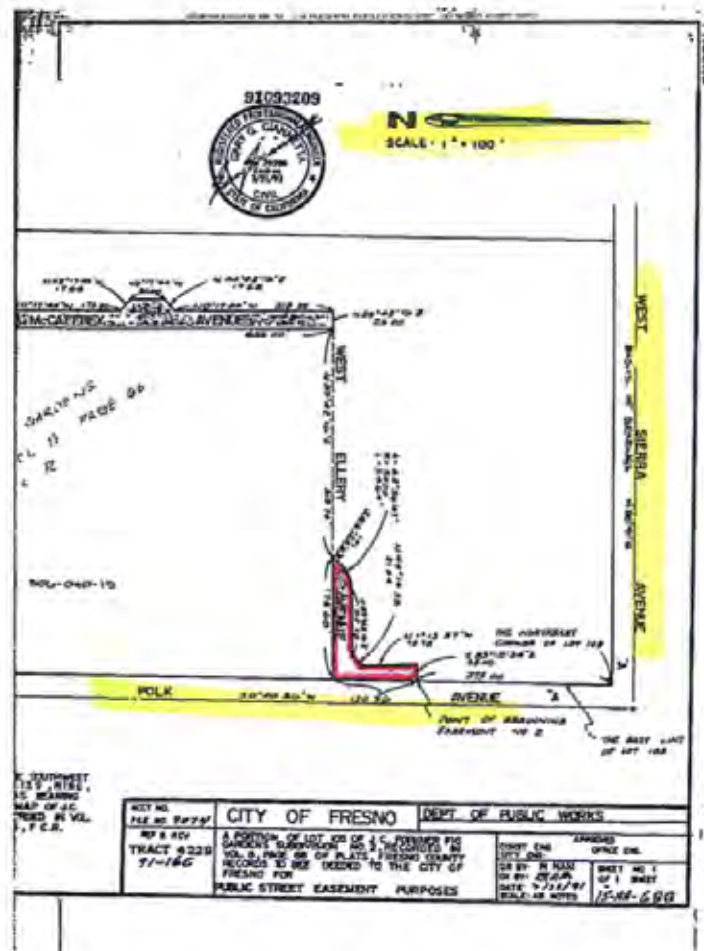
FRESNO COUNTY RECORDERS OFFICE

ADCT NO FILE NO	CITY OF FRESNO	DEPARTMENT OF PUBLIC WORKS	
REV & REV T-4142 91-028	PORTION OF LOTS 105, 106 & 107 J.C. FORKNER FIG GARDEN SUBDIVISION NO. 2 TO BE DEEDED TO THE CITY OF FRESNO FOR PUBLIC STREET PURPOSES		DIRECTOR
CONST (H) OFFICE ENG		APPROVED	
DR BY T.P. CR BY B.A.B. DATE 9/30/90 SCALE AS SHOWN		SHEET NO 1 OF 1 SHEETS 15-A-6085	

EASEMENT MAP

PDF.js viewer

6/17/22, 11:41 AM



井

EASEMENT MAP

PDF.js viewer

6/17/22, 11:41 AM

NO. 27-025 P-1444	VOL. 8, PG. 66 OF PLATS, R.C.R. TO BE DEDICATED TO THE CITY OF FRESNO FOR PUBLIC STREET EASEMENT PURPOSES	DR. BY G.W.B. ON BY J.C.M. DATED 1-12-06 SCALE AS NOTED	SHEET NO. 1 OF 1 SHEET 15-A-7034
----------------------	---	--	--

3/3

PRELIMINARY TITLE

ORDER NO. : 1421002133

EXHIBIT A

The land referred to is situated in the County of Fresno, City of Fresno, State of California, and is described as follows:

Lot 105 of the J.C. Forkner Fig Gardens Subdivision No. 2, in the City of Fresno, County of Fresno, State of California, according to the Map thereof [Recorded in Book 8, Page 66 of Plats](#), Fresno County Records.

EXCEPTING THEREFROM any portion thereof lying within Tract No. 4229, Trend Homes No. 23, according to the Map thereof [Recorded in Book 52, Pages 81 and 82 of Plats](#), Fresno County Records.

Also Excepting therefrom any portion thereof lying within Tract No. 4343, Trend Homes No. 24 according to the Map thereof [Recorded in Book 53, Pages 51, 52 and 53 of Plats](#), Fresno County Records.

Also Excepting therefrom an undivided one-half in all oil, gas and other hydrocarbons and minerals now or at any time situated in, on or under said land, as reserved by Iola Mae Liddell, et al, in Deed [Recorded May 19, 1969, in Book 5688, Page 59 of Official Records](#), Document No. 34448.

APN: 506-130-04

PRELIMINARY TITLE



7451 North Remington Ave. #102
Fresno, CA 93711
(559) 440-9249 Fax: (559) 447-1643

PRELIMINARY REPORT

THE WATERFORD FOUNDATION, INC., A
CALIFORNIA NON-PROFIT CORPORATION

Our Order Number 1421002133-CF

Customer Reference THE WATERFORD FOUNDATION,
INC.

Buyer:
TBD

When Replying Please Contact:

Cathy Faraone
cfaraone@ortc.com
(559) 440-9249

Property Address:

Apn 506-130-04S, Fresno, CA 93650

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 23, 2022, at 8:00 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002133-CF

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

The Waterford Foundation, Inc., a California non-profit corporation

The land referred to in this Report is situated in the County of Fresno, City of Fresno, State of California, and is described as follows:

Lot 105 of the J.C. Forkner Fig Gardens Subdivision No. 2, in the City of Fresno, County of Fresno, State of California, according to the Map thereof [Recorded in Book 8, Page 66 of Plats](#), Fresno County Records.

EXCEPTING THEREFROM any portion thereof lying within Tract No. 4229, Trend Homes No. 23, according to the Map thereof [Recorded in Book 52, Pages 81 and 82 of Plats](#), Fresno County Records.

Also Excepting therefrom any portion thereof lying within Tract No. 4343, Trend Homes No. 24 according to the Map thereof [Recorded in Book 53, Pages 51, 52 and 53 of Plats](#), Fresno County Records.

Also Excepting therefrom an undivided one-half in all oil, gas and other hydrocarbons and minerals now or at any time situated in, on or under said land, as reserved by Iola Mae Liddell, et al, in Deed [Recorded May 19, 1969, in Book 5688, Page 59 of Official Records](#), Document No. 34448.

APN: 506-130-04

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2022 - 2023, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, as follows:

Assessor's Parcel No	:	506-130-04	
Code No.	:	005-568	
1st Installment	:	\$4,016.78	Marked Paid
2nd Installment	:	\$4,016.78	Marked Paid
Land Value	:	\$599,688.00	

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1421002133-CF

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. Assessment No. 6805 for Fresno Metropolitan Flood Control District payable with the real property taxes.

5. Said land lies within the Fresno Metropolitan Flood Control District and is subject to Drainage Fees and/or Requirements to Construct Planned Local Drainage Facilities, as disclosed by instrument:

Entitled : Resolution No. 1816 – The Board of Directors of the Fresno
Metropolitan Flood Control District
By : The Board of Directors of the Fresno Metropolitan Flood Control District
Recorded : July 31, 1995 as Series Number 95092128
Returned to : 5469 E. Olive Avenue, Fresno, CA 92727
Address

6. Taxes and assessments, if any, of the Fresno Irrigation District.

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Granted To : San Joaquin Light and Power Corporation, a California corporation
For : An easement and right of way to construct and to thereafterwards maintain and operate a double circuit transmission line consisting of four steel towers and also consisting of such crossarms, fixtures, appliances, wires and cables as may from time to time be placed upon said steel towers together with the right of ingress thereto and egress therefrom for the purpose of maintaining and repairing said transmission line and other rights as thereon contained.
Recorded : [April 2, 1947 in Book 2502 of Official Records, Page 446 under Recorder's Serial Number 18755](#)
Affects : A portion of land herein described and other land, being a strip of land 30 feet in width, reference is being made to the record thereof for full particulars

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1421002133-CF

8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Granted To : Pacific Gas and Electric Company, a California corporation
For : To construct, maintain and use one additional transmission line on said premises adjacent to said existing transmission line and the right to time to time to erect, construct, reconstruct, replace, remove, maintain and use such towers with all necessary and proper crossarms, braces and other appliances and fixtures for use in connection therewith and suspend therefrom maintain and use such wires and/or cables for the transmission and distribution of electric energy and for private telephone and telegraph purposes together with a right of way therealong, over and across said premises and other rights as thereon contained.
Recorded : [December 4, 1947 in Book 2591 of Official Records, Page 345 under Recorder's Serial Number 60820](#)
Affects : A portion of land herein described and other land, being a strip of land 110 feet in width, reference is being made to the record thereof for full particulars.

9. Covenant and agreement,

Executed By : Rancho Hueva Crema
In Favor Of : The City of Fresno
Recorded : [July 7, 1980 in Book 7544 of Official Records, Page 986 under Recorder's Serial Number 63349](#)
Which Among Other Things Provides : Covenant affectiong land development and annexaton to the City of Fresno

10. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Granted To : The City of Fresno
For : An easement and right of way for public street purposes
Recorded : [June 20, 1990 in Official Records under Recorder's Serial Number 90071818](#)
Affects : The Northeasterly boundary of land herein described, reference being made to the record thereof for full particulars.

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002133-CF

11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Granted To : The City of Fresno
For : An easement and right of way for public street purposes
Recorded : [March 11, 1991 in Official Records under Recorder's Serial Number 91028255](#)
Affects : The Northerly boundary of land herein described, reference is being made to the record thereof for full particulars.

12. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Granted To : The City of Fresno
For : An easement and right of way for public street purposes
Recorded : [August 1, 1991 in Official Records under Recorder's Serial Number 91093209](#)
Affects : A portion of the Southerly boundary and a portion of the Easterly boundary of land herein described and other land, reference is being made to the record thereof for full particulars.

13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Granted To : The City of Fresno
For : An easement and right of way for public street purposes
Recorded : [October 16, 1991 in Official Records under Recorder's Serial Number 91128882](#)
Affects : A portion of the Easterly boundary of land herein described, reference is being made to the record thereof for full particulars.

14. Covenant and agreement,

Executed By : Tren Homes, Inc., a California corporation
In Favor Of : The City of Fresno
Recorded : [February 11, 1998 in Official Records under Recorder's Serial Number 98020554](#)
Which Among Other Things Provides : Zoning Contract No. R-97-23

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002133-CF

15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Granted To : The City of Fresno
For : An easement and right of way for public street purposes
Recorded : [February 12, 1998 in Official Records under Recorder's Serial Number 98021096](#)
Affects : A portion of the Northerly boundary of land herein described, reference is being made to the record thereof for full particulars.

16. Any facts, rights, interests or claims which an accurate survey would show.

NOTE: In connection therewith, The boundary of said Parcel.

17. Satisfactory evidence furnished to this Company:

- a) as to the due formation and continued existence of The Waterford Foundation, Inc., a California Non-Profit Corporation as a legal entity under the laws of Gift Deed; and
- b) documents from its board of directors authorizing this transaction and specifying the officers who shall to execute on behalf of the corporation.

----- Informational Notes -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 & 2.1.

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002133-CF

- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land vacant land known as Aprn 506-130-04, Fresno, CA 93650.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

- C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled	:	Gift Deed
By/From	:	Assemi Brothers LLC., a California Limited Liability Company
To	:	The Waterford Foundation, Inc., a California Non-Profit Corporation
Dated	:	December 15, 2006
Recorded	:	December 27, 2006 in Official Records under Recorder's Serial Number 2006-0269452

O.N.

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002133-CF

NOTE:

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a “Restrictive Covenant Modification” form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the “Restrictive Covenant Modification” (“RCM”) form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder’s Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder’s Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder’s Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder’s Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder’s Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The “Restrictive Covenant Modification” form is linked below:

[Restrictive Covenant Modification form](#)

PRELIMINARY TITLE

Exhibit I

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11/09/18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses which arise by reason of:

1. (a) Any law, ordinance, or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the land;
 - (ii) the character, dimensions, or location of any improvement now or hereafter erected on the land;
 - (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing-business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE

SCHEDULE B - PART I

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

PRELIMINARY TITLE

Exhibit I

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE (06/17/06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

SCHEDULE B - PART I

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

113

PHOTOS

Tract 3



Tract 3 - Road Frontage



PHOTOS

Tract 3



Tract 3



TRACT 4



REGISTRATION FORMS



BIDDER PRE-REGISTRATION FORM

THURSDAY, AUGUST 11, 2022

13.16+ ACRES – CAMBRIA, CALIFORNIA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Thursday, August 4, 2022.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet ☐ Radio ☐ TV ☐ Friend

☐ Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

☐ Regular Mail ☐ E-Mail E-Mail address: _____

☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
13.16± Acres • Cambria, California
Thursday, August 11, 2022

This form and deposit are only
required if you cannot attend
the auction and wish to bid
remotely through our online
bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Thursday, August 11, 2022 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$ _____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Thursday, August 4, 2022**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

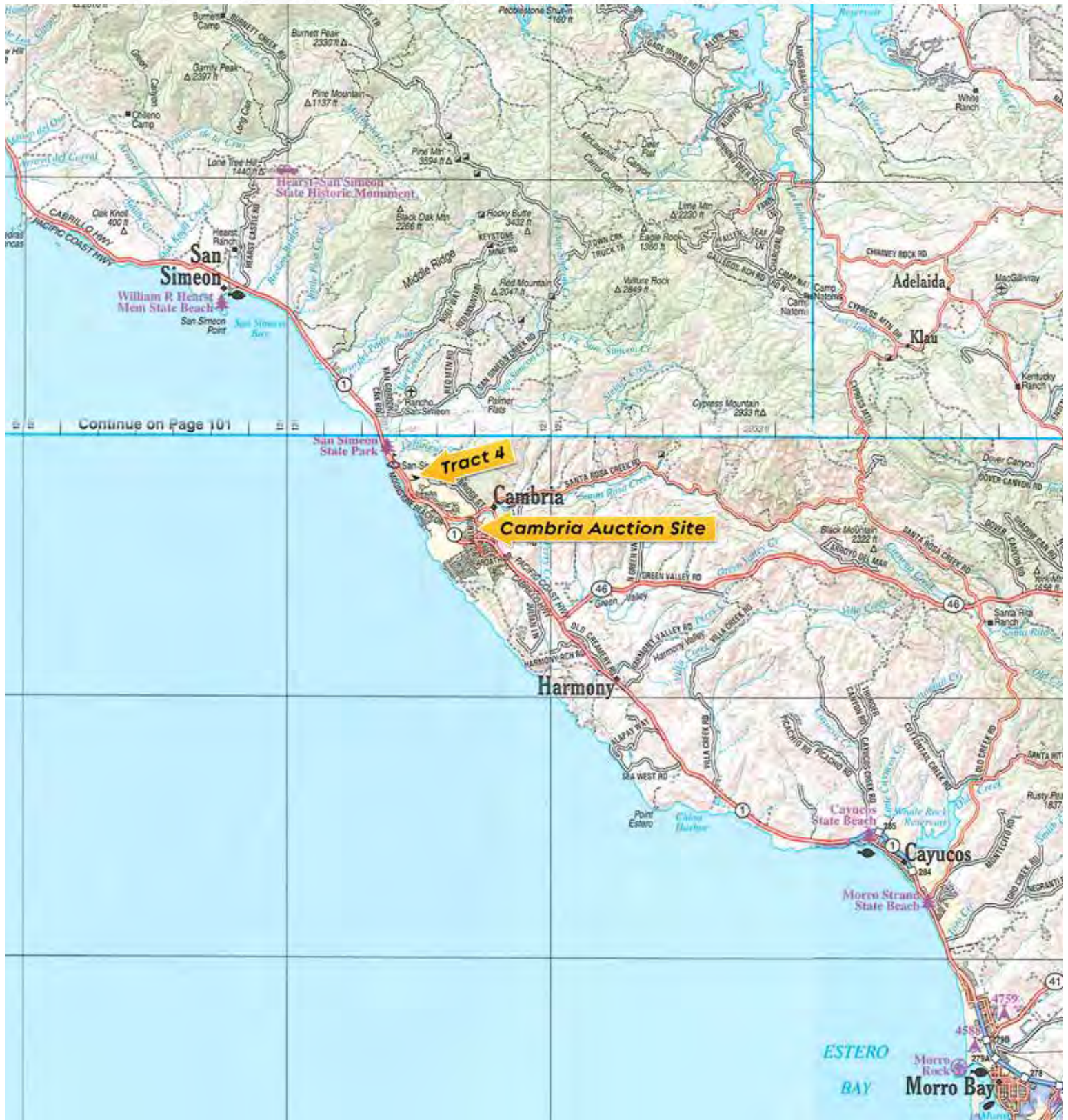
This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION MAP



Directions to Local Auction Location

Cambria (August 11th • 6pm): Cambria Pines Lodge, 2905 Burton Dr, Cambria, CA 93428 • From Hwy 1, turn north on Burton Dr for 0.3 mi. Turn left on Patterson Place & the venue will be on the right side of the road.

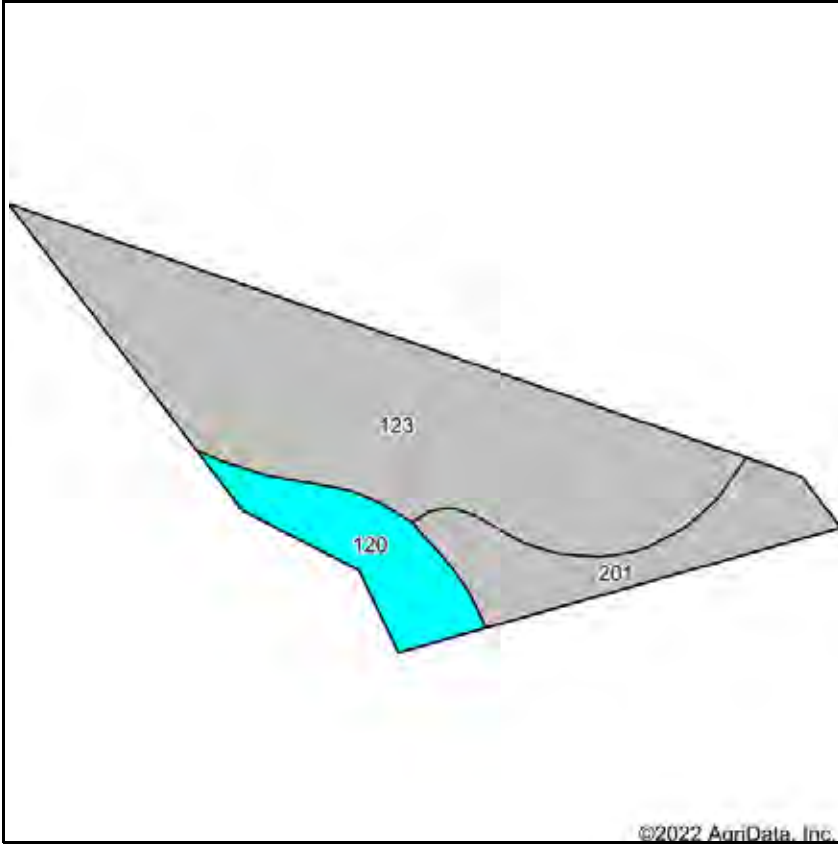
Directions to Property

Tract 4: From Hwy 1 turn east on Cambria Pines Rd. Property is about 0.2 mi. down the road on the north side of the road.

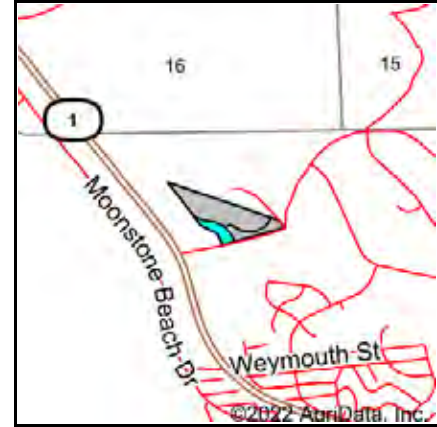
TRACT MAP



SOIL MAP



Soils data provided by USDA and NRCS.



State: **California**
 County: **San Luis Obispo**
 Location: **35° 34' 35.35, -121° 6' 32.04**
 Township: **North Coast**
 Acres: **13.1**
 Date: **6/20/2022**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By



© AgriData, Inc. 2021

www.AgrIDataInc.com



Area Symbol: CA664, Soil Area Version: 14

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Range Production (lbs/acre/yr)	Pasture Irrigated AUM	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Soybeans
123	Concepcion loam, 15 to 30 percent slopes	9.08	69.3%		IVe	IVe	2532		27	15	16
201	San Simeon sandy loam, 15 to 30 percent slopes	2.26	17.3%		IVe	IVe	2335		24	9	9
120	Concepcion loam, 2 to 5 percent slopes	1.76	13.4%		IIle	IIle	2454	15	35	24	31
Weighted Average					3.87	3.87	2487.5	2	*n 27.6	*n 15.2	*n 16.8

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

COUNTY TAX INFORMATION



JAMES W. HAMILTON, CPA Auditor-Controller / Treasurer-Tax Collector

2021/22 ANNUAL SECURED PROPERTY TAX BILL

FISCAL YEAR JULY 1, 2021 TO JUNE 30, 2022

DUPLICATE BILL

ASSEMI BROTHERS LLC A CA LLC

www.SloCountyTax.org

1055 Monterey Street, Rm D-290
San Luis Obispo, CA 93408
(805) 781-5831

1 Assessment	2 Bill Number	3 Tax Rate Area	4 Total Tax Rate
013-085-001	2021/22 013-085-001	061-037	1.06235

5 Assessed Owner

As of January 1, 2021
ASSEMI BROTHERS LLC A CA LLC

6 Property Description

TR 1804 LT 1

9 First Installment Due

11/1/2021 **\$4,781.29**

10 Second Installment Due

2/1/2022 **\$4,781.29**

11 Total

Taxes Due **\$9,562.58**

7 Property Description - See back of bill for disclaimer.

TR 1804 LT 1

8 Important Messages

View and pay taxes online at: www.slocountytax.org

ADDRESS CHANGE - To change address information make changes on stub, sign, and send with your payment, or complete Change of Address form at: www.slocountytax.org

**** 1ST INSTALLMENT PAID 12/09/21 ***

**** 2ND INSTALLMENT PAID 04/11/22 ***

See reverse side for important taxpayer information.

Property Assessment For Fiscal Year 2021/22

12 Description	Assessed Values
LAND	890,000
Net Assessed Value †	890,000
† For Questions Regarding Assessed Values Call 805-461-6143	

Tax Calculation

13 Service Agency	Contact	Rate	Amount
PROP 13 TAX RATE	(805) 781-5831	1.00000	8,900.04
STATE WATER PROJ	(805) 781-5252	0.00400	35.58
CUESTA CCD 2014 BOND	(805) 788-2968	0.01925	171.32
COAST UNIF 98 GO BND	(805) 788-2968	0.00700	62.28
COAST UNIF 2002 GO	(805) 788-2968	0.03210	285.68
CAMBRIA WATER AVAIL	(805) 927-6118	0.00000	47.00
CAMB HEALTH SPEC TAX	(805) 927-8304	0.00000	37.74
CAMBR CSD FIRE ASMT	(805) 927-6118	0.00000	22.94
Total		1.06235	9,562.58

COUNTY TAX INFORMATION

Assessment	Bill Number	Installment	Due Date:	Amount Due:
013-085-001	2021/22 013-085-001	2	February 1, 2022	PAID

2nd installment has been paid on April 11, 2022 \$4,781.29



956258

New mailing address? Line out old address and write in new address below.

Signature required for address change _____

ASSEMI BROTHERS LLC A CA LLC

Duplicate Bill

Pay online with e-Check (no fee) or credit / debit card (2.35% fee) at:
www.slocountytax.org



If paying by check, return this stub with check payable to:
County Tax Collector (or "SLOCTC")
1055 Monterey St., Room D-290
San Luis Obispo, CA 93408

Assessment	Bill Number	Installment	Due Date:	Amount Due:
013-085-001	2021/22 013-085-001	1	November 1, 2021	PAID

1st installment has been paid on December 9, 2021 \$4,781.29



956258

New mailing address? Line out old address and write in new address below.

Signature required for address change _____

ASSEMI BROTHERS LLC A CA LLC

Duplicate Bill

Pay online with e-Check (no fee) or credit / debit card (2.35% fee) at:
www.slocountytax.org



If paying by check, return this stub with check payable to:
County Tax Collector (or "SLOCTC")
1055 Monterey St., Room D-290
San Luis Obispo, CA 93408

ENV0

WATER INFORMATION

Conditional Confirmation of Water Availability

DocuSign Envelope ID: 0A69848C-C0EB-43A6-8671-63EF50FE0D52

CAMBRIA COMMUNITY SERVICES DISTRICT

DIRECTORS:

DONN HOWELL, President
KAREN DEAN, Vice President
HARRY FARMER, Director
CINDY STEIDEL, Director
TOM GRAY, Director



OFFICERS:

JOHN F. WEIGOLD IV, General Manager
TIMOTHY J. CARMEL, District Counsel

1316 Tamsen Street, Suite 201 • P.O. Box 65 • Cambria CA 93428
Telephone (805) 927-6223 • Facsimile (805) 927-5584

3/10/2022

County of San Luis Obispo
Department of Planning & Building
976 Osos St Room 200
San Luis Obispo, CA 93408

CONDITIONAL CONFIRMATION OF WATER AVAILABILITY

Service Address	6795 Cambria Pines Road		
Project Summary	New 2-story SFR with attached garage and detached guesthouse (as defined in SLO County Code 23.08.032.e.1.i.) using Tract 1804 Grandfather Meter		
Project Type	Grandfathered Meter	Owner Name	Assemi Group/ Lingenfelter

Cambria Community Services District (CCSD) has reviewed the plans, dated 7/28/2020, and guesthouse plans, dated 1/29/2022, provided by the applicant for a Will Serve to remodel/improve the above property. **Said project is authorized with conditions as indicated below:**

Standard Conditions

1. **If the project adds or changes water fixtures**, all existing and new water fixtures must meet current standard under Title 4 of District Code. CCSD plumbing code is more stringent than the Cal Green Plumbing Code. Visit <https://www.cambriacsd.org/retrofit-program> for more information.
2. **If the project adds or changes water fixtures**, applicant must go online to **submit a retrofit verification** form prior to permit finalization. Visit <https://www.cambriacsd.org/retrofit-program> to submit.
3. **Please note if fire sprinklers are required for the above project** and as a result the existing water meter and/or water service line need to be increased, a separate agreement between the Applicant and CCSD will be required. All costs associated with increasing water meters and water service lines, including roadway repair, are the responsibility of the Applicant. Applicants, or their fire protection engineer, must work with Cambria CSD Fire Department and Water Department staff to determine water meter size requirements.

WATER INFORMATION

Conditional Confirmation of Water Availability

DocuSign Envelope ID: 0A69848C-C0EB-43A6-8671-63EF50FE0D52

Projects Using Grandfathered or Active Service Meters:

Grandfathered meters are non-active service commitments that predate the Water Code Section 350 emergency declaration, and which are connected to the CCSD's water system. Grandfathers pay minimum bi-monthly billing to maintain their status. A listing of grandfathered meters, as well as other non-active and active service commitments, is available on the CCSD's website at www.cambriacsd.org/water-permits-and-wait-lists.

Grandfather allocation 1 out of 8 for 2022.

Conservation & Retrofit Program Compliance Requirements

Per CCSD Municipal Code Section 4.20.030(B), projects using grandfathered services are subject to retrofit program requirements and must offset demand at a 2:1 ratio per the CCSD point equivalency table. This project requires **230 points** to achieve demand offset. No later than 30 days after issuance of a County building permit, Applicant must submit a Retrofit Program Compliance Plan detailing how demand offset will be achieved, monitored, and validated.

Approval of the subject project is valid for **3 years from the date of issuance** of this Will Serve. After this date, **or if the project plans are subsequently revised**, Applicant must re-apply for approval of the project, subject to the standards of CCSD's Municipal Code at the time of re-submission.

If you have any questions concerning this matter, please call this office for assistance.

CCSD Staff Approvals

Reviewed By:	Melissa Bland	Approved By:	<div>DocuSigned by: <i>John F. Weigold, IV</i> E86B08FC46AD4B5...</div>
Review Date:	1/31/2022	Approved Date:	3/10/2022

WATER INFORMATION

New Water Saving Strategy Proposal

Undeveloped Lots, Cambria Tract 1804
C/o Al Hadian

May 23, 2022

Mr. John F. Weigold IV, General Manager
Cambria Community Services District
1361 Tamsen Street, Suite 201
Cambria, CA 93428

Re: Tract 1804 (remaining undeveloped lots) new water saving strategy proposal

Dear Mr. Weigold;

The owners/owner's representatives of the eight remaining undeveloped lots in Tract 1804 would like to propose and offer our commitments to an additional measurable water saving strategy.

We understand the dire water situation in California and particularly in Cambria. We also feel that we have been singled out unfairly by the California Coastal Commission (CCC) in their effort to make a point in this regard. We are confident that you are in agreement with us; the CCC's Notice of Violation to CCSD (at least the portion that is related to Tract 1804 and we are familiar with) is invalid and has no legal standing. In addition, the CCC current position is a total departure and without merit from its long standing position in regards to the CCSD pre-moratorium customer's water rights:

"The LCP does not account for nor condone such meter transfers as a method for ensuring adequate water supply, and in fact the **Planning Area Standard 4 (A) (Exhibit 6) is based on allowing water service to continue for existing pre-moratorium customers**, but is not intended to create new customers through a type of meter market exchange." (Emphasis added)

The CCC as late as September 2020 and in the staff report prepared for Settimi's project (which proposed to acquire a water meter from another property and its CDP was eventually denied) repeated its clear and long standing position in regards to the CCSD pre-moratorium customers as quoted above.

This same statement of position also appeared in a number of other CCC's staff reports before and it is based on the certified 2007 LCP amendment¹ which itself is based on the CCSD moratorium of November 15, 2001. It exempts all the CCSD commitments such as Tract 1804 lots (and as it was also acknowledged by the CCC staff)² from moratorium and from no new development in Cambria. As such, the CCC revised position and based on their own account is in violation of the LCP.

¹Until such time as may be otherwise authorized through a coastal development permit approving a major public works water supply project for Cambria, new development not using CCSD connection or water service commitments existing as of November 15, 2001 (including those recognized as "pipeline projects" by the coastal commission on December 12, 2002 in coastal development permits A-3-SLO-02-50 and A-3-02-073) shall assure no adverse impacts to Santa Rosa and San Simeon Creeks.

²Please see the CCC staff report Monaco-2001 dated 07/18/2002 (A-3-SLO-02-50) page-9 for the CCC acknowledgment and confirmation of the CCSD pre-moratorium commitments list inclusive of Tract 1804.

WATER INFORMATION

New Water Saving Strategy Proposal

Page 2 of 2

Despite all that mentioned, the remaining eight undeveloped lots in Tract 1804 agree not to use the CCSD potable water for irrigation, after they develop their property. We will commit to harvest our roof rainwater for irrigation and erosion control. This is a measurable water saving strategy and it is offered in addition to complying with all other CCSD water conservation programs in effect as well as our full participation in the CCSD retrofit program.

To ensure successful execution of this strategy, we recommend the County in collaboration with the CCSD to include this particular item as a CDP pre condition for all eight remaining undeveloped lots in Tract 1804.

As pre-moratorium customers with grandfathered water meters, we have already contributed more than two decades of absolute 100 percent water saving in Cambria. We hope this additional water saving strategy leverages the CCSD in its upcoming dialogue with the CCC in regards to the Tract 1804 water rights.

Please don't hesitate to contact me or any other eight remaining undeveloped lot owners³ in Tract 1804, should you require additional information or clarification.

Sincerely Yours,



Al Hadian

³ Cambria Tract 1804 (Eight remaining undeveloped lots)

No.	Lot number	Owner/owner representative	APN
1	1	Assemi Bros LLC, c/o David Brown	013-085-001
2	2	Al Hadian	013-085-002
3	3	Al Hadian	013-085-003
4	5	Ralph Bookout	013-085-005
5	9	Margaret Sohagi & Lauren Reager	013-085-009
6	12	Margaret Sohagi	013-085-012
7	14	Thomas & Chris Miklusak	013-085-014
8	18	Ryan Broersma	013-085-018

WATER INFORMATION

New Water Saving Strategy Proposal

Undeveloped Lots, Cambria Tract 1804
C/o Al Hadian

May 23, 2022

Mr. John F. Weigold IV, General Manager
Cambria Community Services District
1361 Tamsen Street, Suite 201
Cambria, CA 93428

Re: Tract 1804 (remaining undeveloped lots) new water saving strategy proposal

Dear Mr. Weigold;

The owners/owner's representatives of the eight remaining undeveloped lots in Tract 1804 would like to propose and offer our commitments to an additional measurable water saving strategy.

We understand the dire water situation in California and particularly in Cambria. We also feel that we have been singled out unfairly by the California Coastal Commission (CCC) in their effort to make a point in this regard. We are confident that you are in agreement with us; the CCC's Notice of Violation to CCSD (at least the portion that is related to Tract 1804 and we are familiar with) is invalid and has no legal standing. In addition, the CCC current position is a total departure and without merit from its long standing position in regards to the CCSD pre-moratorium customer's water rights:

"The LCP does not account for nor condone such meter transfers as a method for ensuring adequate water supply, and in fact the **Planning Area Standard 4 (A) (Exhibit 6) is based on allowing water service to continue for existing pre-moratorium customers**, but is not intended to create new customers through a type of meter market exchange." (Emphasis added)

The CCC as late as September 2020 and in the staff report prepared for Settimi's project (which proposed to acquire a water meter from another property and its CDP was eventually denied) repeated its clear and long standing position in regards to the CCSD pre-moratorium customers as quoted above.

This same statement of position also appeared in a number of other CCC's staff reports before and it is based on the certified 2007 LCP amendment¹ which itself is based on the CCSD moratorium of November 15, 2001. It exempts all the CCSD commitments such as Tract 1804 lots (and as it was also acknowledged by the CCC staff)² from moratorium and from no new development in Cambria. As such, the CCC revised position and based on their own account is in violation of the LCP.

¹Until such time as may be otherwise authorized through a coastal development permit approving a major public works water supply project for Cambria, new development not using CCSD connection or water service commitments existing as of November 15, 2001 (including those recognized as "pipeline projects" by the coastal commission on December 12, 2002 in coastal development permits A-3-SLO-02-50 and A-3-02-073) shall assure no adverse impacts to Santa Rosa and San Simeon Creeks.

²Please see the CCC staff report Monaco-2001 dated 07/18/2002 (A-3-SLO-02-50) page-9 for the CCC acknowledgment and confirmation of the CCSD pre-moratorium commitments list inclusive of Tract 1804.

WATER INFORMATION

New Water Saving Strategy Proposal

Page 2 of 2

Despite all that mentioned, the remaining eight undeveloped lots in Tract 1804 agree not to use the CCSD potable water for irrigation, after they develop their property. We will commit to harvest our roof rainwater for irrigation and erosion control. This is a measurable water saving strategy and it is offered in addition to complying with all other CCSD water conservation programs in effect as well as our full participation in the CCSD retrofit program.

To ensure successful execution of this strategy, we recommend the County in collaboration with the CCSD to include this particular item as a CDP pre condition for all eight remaining undeveloped lots in Tract 1804.

As pre-moratorium customers with grandfathered water meters, we have already contributed more than two decades of absolute 100 percent water saving in Cambria. We hope this additional water saving strategy leverages the CCSD in its upcoming dialogue with the CCC in regards to the Tract 1804 water rights.

Please don't hesitate to contact me or any other eight remaining undeveloped lot owners³ in Tract 1804, should you require additional information or clarification.

Sincerely Yours,



Al Hadian

³ Cambria Tract 1804 (Eight remaining undeveloped lots)

No.	Lot number	Owner/owner representative	APN
1	1	Assemi Bros LLC, c/o David Brown	013-085-001
2	2	Al Hadian	013-085-002
3	3	Al Hadian	013-085-003
4	5	Ralph Bookout	013-085-005
5	9	Margaret Sohagi & Lauren Reager	013-085-009
6	12	Margaret Sohagi	013-085-012
7	14	Thomas & Chris Miklusak	013-085-014
8	18	Ryan Broersma	013-085-018

WATER INFORMATION

Covenant Regarding Prohibition on Transfer of Residential EDUs

2018004836

Tommy Gong
San Luis Obispo - County Clerk-Recorder
02/06/2018 11:13 AM

Recorded at the request of:
PUBLIC

Titles: 1 Pages: 4

Fees: \$98.00
Taxes: \$0.00
Total: \$98.00

**RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:**

Cambria Community Services District
1316 Tamson St
Cambria, CA 93428
Attn: Monique Madrid



SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT REGARDING PROHIBITION ON TRANSFER OF RESIDENTIAL EDUs

This Covenant Regarding Prohibition on Transfer of Residential EDUs ("Agreement"), dated for reference as of February 6, 2018, is made by DARIUS ASSEMI, TRUSTEE OF THE AMENDED AND RESTATED DARIUS ASSEMI REVOCABLE TRUST ("Assemi") and DAVID LAKNER NANKIVELL, a married man, as his sole and separate property ("Nankivell"), for the benefit of CAMBRIA COMMUNITY SERVICES DISTRICT, a special district ("CCSD"), pursuant to the terms of the "Agreement between CCSD and Moonstone Inn, LLC" dated on or about November 19, 2009 (the "Conversion Agreement").

RECITALS:

- A. Assemi is the owner of the real property in San Luis Obispo, California, described as:

Parcel 1 (sometimes referred to in this agreement as "5860 N Moonstone")

Lots 2 and 5 in Block 4 of Cambria Pines Unit No. 2, in the County of San Luis Obispo, State of California, according to Map recorded August 15, 1928 in Book 3, Page 109 of Maps, in the Office of the County Recorder of said County.

APN 022-052-053

Assemi acquired title to 5860 N Moonstone from Moonstone Inn, LLC, a California limited liability company ("Moonstone LLC"), on or about April 5, 2016.

- B. Nankivell is the owner of the real property in San Luis Obispo, California, described as:

Parcel 2 (sometimes referred to in this agreement as "5840 N Moonstone")

Lot 3 in Block 4 of Cambria Pines Unit No. 2, in the County of San Luis Obispo, State of California, according to Map recorded August 15, 1928 in Book 3, Page 109 of Maps, in the Office of the County Recorder of said County.

APN 022-052-052

WATER INFORMATION

Covenant Regarding Prohibition on Transfer of Residential EDUs

Nankivell acquired title to 5840 N Moonstone from Moonstone LLC on or about November 5, 2015.

C. Both 5860 N Moonstone and 5840 N Moonstone are improved with single-family residences to which non-transferable residential water service is provided by CCSD (e.g. one (1) Residential EDU each).

AGREEMENTS:

1. Prohibition on Transfer of Residential Water. Assemi and Nankivell understand and agree that future transfer of the residential water or water service (EDUs) from 5860 N Moonstone or 5840 N Moonstone to other real property is expressly prohibited (as required by the terms of Section 4 of the Conversion Agreement).

2. 2.2 Commercial Water Units Attached to 5860 N Moonstone. 2.2 Commercial Water Units previously owned by Moonstone LLC are currently owned and held by Assemi and are attached to 5860 N Moonstone. The 2.2 Commercial Water Units may only be transferred from 5860 N Moonstone to another permitted parcel only under CCSD Code Section 8.04.100 (F).

3. Covenants Running with the Land. The covenants and provisions in this Agreement: (a) shall constitute covenants and restrictions running with the land; (b) shall bind every person having any fee, leasehold, or other interest in 5860 N Moonstone and 5840 N Moonstone; and (d) shall inure to the benefit of the parties and CCSD and their respective successors and assigns.

ASSEMI:


Darius Assemi, Trustee of the Amended and
Restated Darius Assemi Revocable Trust

NANKIVELL:


David Lakner Nankivell

WATER INFORMATION

Covenant Regarding Prohibition on Transfer of Residential EDUs

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 Fresno)

On January 8, 2018 before me, Stacy-ann Terry-ann Benton Notary Public, personally appeared Darius Asseni, 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)



WATER INFORMATION

Covenant Regarding Prohibition on Transfer of Residential EDUs

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 San Luis Obispo)

On February 6, 2018 before me, Liana Leyva, Notary Public, personally appeared David Lakner Nankivell, 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.

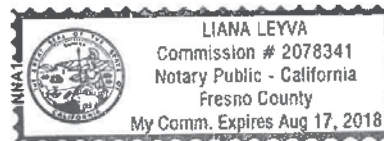
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Liana Leyva

(Seal)



DRAINAGE AGREEMENT

AGREEMENT REGARDING 5840 MOONSTONE BEACH DRIVE

This Agreement regarding 5840 Moonstone Beach Drive ("Agreement") is made by David L. Nankivell, a married man as his sole and separate property ("Nankivell") and Assemi Brothers, LLC, a California limited liability company ("Assemi Brothers").

RECITALS

A. Nankivell is the owner of that certain single family residence located at 5840 Moonstone Beach Drive, Cambria, California (the "Property"), which he acquired from Moonstone Inn, LLC, a California limited liability company ("Moonstone").

B. Nankivell has expressed concerns regarding run-off from surrounding residences and the adequacy of the drainage on the Property during weather events, as well as odor from an unfinished basement on the Property (the "Drainage Concerns"). Nankivell has proposed the installation of additional or different drainage to remedy these issues.

C. Assemi Brothers, which is related to Moonstone through common ownership, believes the drainage system at the Property was adequately designed, but rather than engage in a dispute regarding the Drainage Concerns, prefers to provide compensation to Nankivell to help pay for repairs he deems necessary to address his concerns.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Payment to Nankivell.** In consideration of and conditioned upon the conditions described in Paragraphs 2 and 3 of this Agreement, Assemi Brothers shall pay Nankivell the amount of Fifteen Thousand and No/100ths Dollars (\$15,000.00) (the "Compensation").

2. **Settlement and Release.** Nankivell, based on payment of the Compensation, hereby releases and forever discharges Assemi Brothers, Moonstone, and their respective officers, shareholders, directors, members, and affiliates from all of Nankivell's past and present claims, actions and causes of action of any nature and for all liabilities and obligations of any kind, including claims for property damage, mold, and construction defects from the date Nankivell acquired the Property through the date of this Agreement, which directly or indirectly arise out of the Property and/or the Drainage Concerns, including any claims which relate to the design or construction of the Property.

This is a full and final release of all unknown and unanticipated injuries, and damages, arising out of or related to the claims for which releases have been given, as well as those now known or disclosed, and Nankivell hereby waives all rights or benefits which Nankivell now has or in the future may have pursuant to the claims for which releases have been given under the terms of Section 1542 of the California Civil Code, which provides as follows:

DRAINAGE AGREEMENT

A general release does not extend to the claim which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

3. **Modification Must Be in Writing.** This Agreement may not be altered, amended or modified, except in writing executed by duly authorize representatives of all parties.

4. **Entire Agreement.** This agreement, which shall bind and inure to the benefit of the successors and assigns, constitutes the entire agreement among the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

"Assemi Brothers"

Assemi Brothers, LLC, a California limited liability company

By: _____

Farid Assemi, Manager

By: _____

Farshid Assemi, Manager

"Nankivel"

David L. Nankivell, a married man as his sole and separate property

By: _____

David L. Nankivell

DRAINAGE AGREEMENT

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)

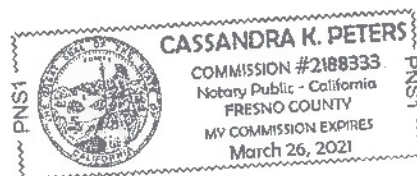
COUNTY OF Fresno)

On November 21 2017 before me, Cassandra Peters, Notary Public, personally appeared David Hankin, 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 C. Peters (Seal)



GUIDE TO MONTEREY PINE

GUIDELINES FOR MONTEREY PINE FOREST PROTECTION (within the Terrestrial Habitat combining designation)

The following procedures provide guidelines for new construction of or additions to structures proposed within the Monterey Pine Forest (Terrestrial Habitat combining designation) to minimize impacts to this sensitive habitat. As new information about the forest becomes available, such as the proposed Forest Management Plan, these guidelines will be revised as needed. It is recommended that these guidelines be considered prior to the design of any development. While the intent of these guidelines are to reduce redundancy and provide consistency in the planning process, staff may determine that a biological study is still required. The following guidelines identify specific components of and mitigation for development as it relates to forest impacts.

A. **Development Siting.** Development shall be located to: 1) minimize the amount of native vegetation being removed; and 2) protect natural stands or groupings of native trees. When potential visual impacts are identified, consideration of development location may be considered to minimize visual impacts. The "project limit" area shall be delineated on all plans submitted to the County. This "project limit" area shall include 1) the improvement's footprint (e.g. all buildings, driveway), 2) all grading (including cut and fill areas) and vegetation removal activities, 3) all construction activities including the area(s) needed for equipment and material storage, and 4) vegetative setbacks required for fire safety. No vegetation shall be removed that is outside of the "project limits".

B. **Site Disturbance.** Site disturbance shall be minimized. The following techniques that should be used to minimize this disturbance include, but are not necessarily limited to:

1. On steeper slopes, the use of stepped footings or retaining walls can be used so grading is needed only within building and driveway footprint.
2. Retaining walls can be used to avoid cutting or placing fill within oak and pine tree driplines.
3. Construction vehicles and other equipment shall be kept within the "project limit" line.
4. Trenching for utility lines 1) should be consolidated whenever possible; 2) should be kept within or immediately adjacent to building footprint or driveway; and 3) stays outside of tree driplines. If dripline avoidance is not possible, tunneling or boring under feeder roots should be used in place of trenching.
5. The paving material used should be water- and air-permeable.
6. Wherever soil compaction from construction has occurred within driplines, the compacted root zone area should be aerated by using one of the following techniques: 1) injecting pressurized water, 2) careful shallow ripping that radiates out from trunk (no cross-root ripping), or 3) other county-approved technique.

Any of the above techniques incorporated into the project shall be clearly shown or identified on all appropriate construction plans submitted to the county.

C. **Native Vegetation to Remain.** Native trees and undergrowth outside of the "project limits" should be left undisturbed. The following measures should be considered to provide maximum protection. All grading and construction plans submitted to the County shall provide the following measures:

GUIDE TO MONTEREY PINE

1. Show the edge of the "project limits". This should include necessary fire clearances and room for construction vehicles and equipment.
2. Show sturdy and highly visible protective fencing that would be placed along the "project limits". This fence would remain in place during the duration of the project to protect vegetation from construction activities.
3. Identify any necessary tree trimming. A skilled arborist, or accepted arborist's techniques should be used when removing tree limbs.
4. Direct drainage from the proposed development away from the root zones of remaining trees.
5. Use permeable materials for driveways, patios and decks whenever possible.
6. Identify if tree roots need to be cut, and that a comparable amount of canopy will be trimmed (to be completed by an arborist or using accepted arborist techniques).
7. List all new vegetation to be planted on the plans. If planting is proposed within the dripline of remaining vegetation, the new plants should have the same or lower water requirements as the existing vegetation.
8. Identify all Monterey pine and oak seedlings and saplings that have trunks smaller than 2" diameter (measured at tree's base) and which of these will be relocated outside project limits (successful relocation will count towards replacement of 6" trees to be removed).

D. Native Vegetation to be Removed. If native trees must be removed, the following should apply to all oaks and Monterey pines proposed to be removed:

All construction and grading plans submitted to the county shall clearly show,

1. All oak and Monterey pine seedlings and saplings with a 2" diameter (or smaller) at the base that are within the project limits. Those proposed for transplanting shall be clearly identified.
2. All oak or pine trees with a 6" diameter at 4.5' above the ground within 50' of the project limits. If any of these trees are proposed for removal they shall be clearly identified.
3. Locations of replacement trees. Replacement ratios are 4:1 with in-kind specimens for trees proposed for removal with a 6" diameter at 4.5' above the ground.

Also,

4. No understory vegetation should be removed until a permit has been issued or an immediate hazardous condition exists.

E. Replacement of Vegetation. The following items shall be submitted to the County prior to permit issuance, if replacement vegetation and/or monitoring is determined necessary (see Thresholds below):

1. A replanting plan should be prepared as a part of the proposed development. Elements of this plan should include the type, size and location of vegetation, as well as how the plants will be regularly watered. Oak tree seedlings shall be caged from

GUIDE TO MONTEREY PINE

- browsing animals. All new plants shall be weeded regularly. Relocated oak saplings taller than 8' will not require caging.
2. *Pinus radiata* var. *macrocarpa*, the native Monterey pine tree, shall be used for replanting of pine tree removed. **NO "OUT OF AREA" MONTEREY PINE STOCK SHALL BE USED.** If native pines are not available, a mix of the following plants should be substituted at a 4:1 ratio: coast live oak, toyon. Container sizes for all replacement seedlings shall be no larger than one gallon, unless larger sizes are required to mitigate for visual impacts. Substitute plants will require caging.
 3. If enough open area remains on the property, this area should be used for replanting on the subject property. If insufficient area exists to plant all or any of the replacement vegetation on site, then an off-site mitigation plan should be prepared that includes use of nearby off-site properties in the Cambria area. These off-site areas should be owned or managed by a county-recognized group or individual who has agreed to protect, revegetate and maintain the Cambria forest (e.g., the Cambria Community Service District, Caltrans, San Luis Obispo County Land Conservancy, Nature Conservancy). If off-site planting is necessary, the off-site planting plan should be approved by the county-recognized agency or organization prior to county permit approval.
 4. If off-site replacement is necessary the above-mentioned replacement requirements apply, in addition to a letter prepared by the off-site area manager that agrees to and acknowledges these provisions.
 5. Any proposed on-site or off-site replanting plan must be approved by the County Planning and Building Department prior to issuance of building permits.

Prior to final inspection,

6. The applicant will provide a letter to the County prepared by a qualified nurseryman or landscape contractor that the revegetation plan has been properly installed.

Also,

7. If monitoring is determined necessary, the health and maintenance of replacement vegetation shall be monitored (no less than once a year) for a sufficient length of time (no less than three years) until the vegetation is successfully established. This includes all necessary remedial measures recommended by the monitor and that they be completed within 30 days of the monitoring report being prepared. The monitor should be competent in landscape planting and maintenance for the Cambria Pine forest, and considered acceptable by the County. Maintenance of the vegetation shall be often enough to keep weeds at least 3' away from each plant, provide adequate moisture to all plants, and insure all other components (e.g. irrigation system, caging) are kept in good working order.
8. In the event that native herbaceous plants are disturbed within the Monterey Pine Forest Terrestrial Habitat Combining Designation, revegetation should be conducted with a mixture of species such as miner's lettuce (*Claytonia perfoliata*), Giant wild rye (*Elymus condensatus*), soap plant (*Chloroalum pomeridianum*), yarrow (*Achillea*

GUIDE TO MONTEREY PINE

Millefolium), bracken fern (pteridium aquelinium), wood sorrel (oxalis pilos) and bedstraw (Galian californicum).¹

F. **Thresholds.** The county thresholds for Cambria Forest tree replacement (of trees removed that are 6" diameter or greater at 4.5' above ground) are as follows:

1. If up to two trees (6" or greater diameter) removed - no mitigation is necessary;
2. If 3 to 5 trees removed - replacement trees are required;
3. If 6 to 125 trees removed - replacement trees and yearly monitoring/maintenance required;
4. If more than 125 trees removed - seed stock (10 seeds per tree removed) will be collected instead of replacing with container plants. Seed stock shall be collected on-site or from immediately surrounding area, propagated at a nursery, then planted near project limits prior to final inspection. Also, plantings shall be monitored and maintained until established. Monitoring reports and maintenance shall be required and be consistent with Item E.
5. At the time of permit application, if there is evidence that understory has been cleared outside of the "project limits", 20 plants from the following list shall be planted on-site for every 1,000 square feet affected:

Species*

Quercus agrifolia (Coast Live Oak) - no more than 2 seedlings/1000 sq. ft.

Arctostaphylos tomentosa

Heteromeles arbutifolia (Toyon)

Rhamnus californica (Coffeeberry)

Rubus ursinus (California Blackberry)

Symphoricarpos mollis (Creeping Snowberry)

Vaccinium ovatum (Evergreen Huckleberry)

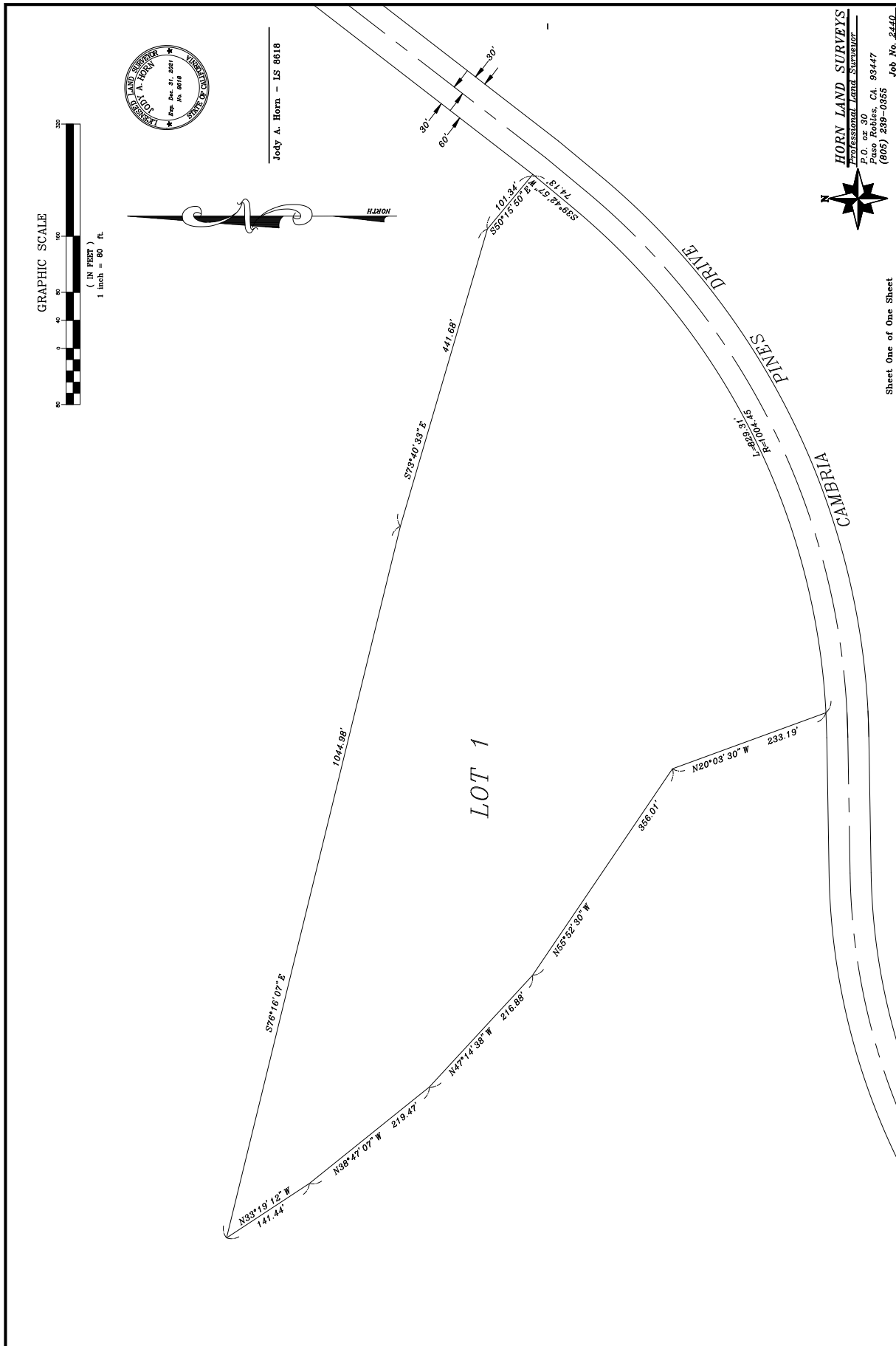
- * At least 4 different species shall be used of approximately equal amounts. All plants shall be from container stock of one-gallon or less. All planting will be subject to the "Replacement of Vegetation" requirements described in the previous section (Item E). All new plantings will require caging. Other plant species may be substituted only if approved by the Environmental Division of the County Planning Department.

wp514ir/ncupdate10b3

¹ Morro Group, August 1991. Expanded Initial Study for the Proposed Cambria Cemetery Minor use Permit, County of San Luis Obispo.


LOT DRAWINGS

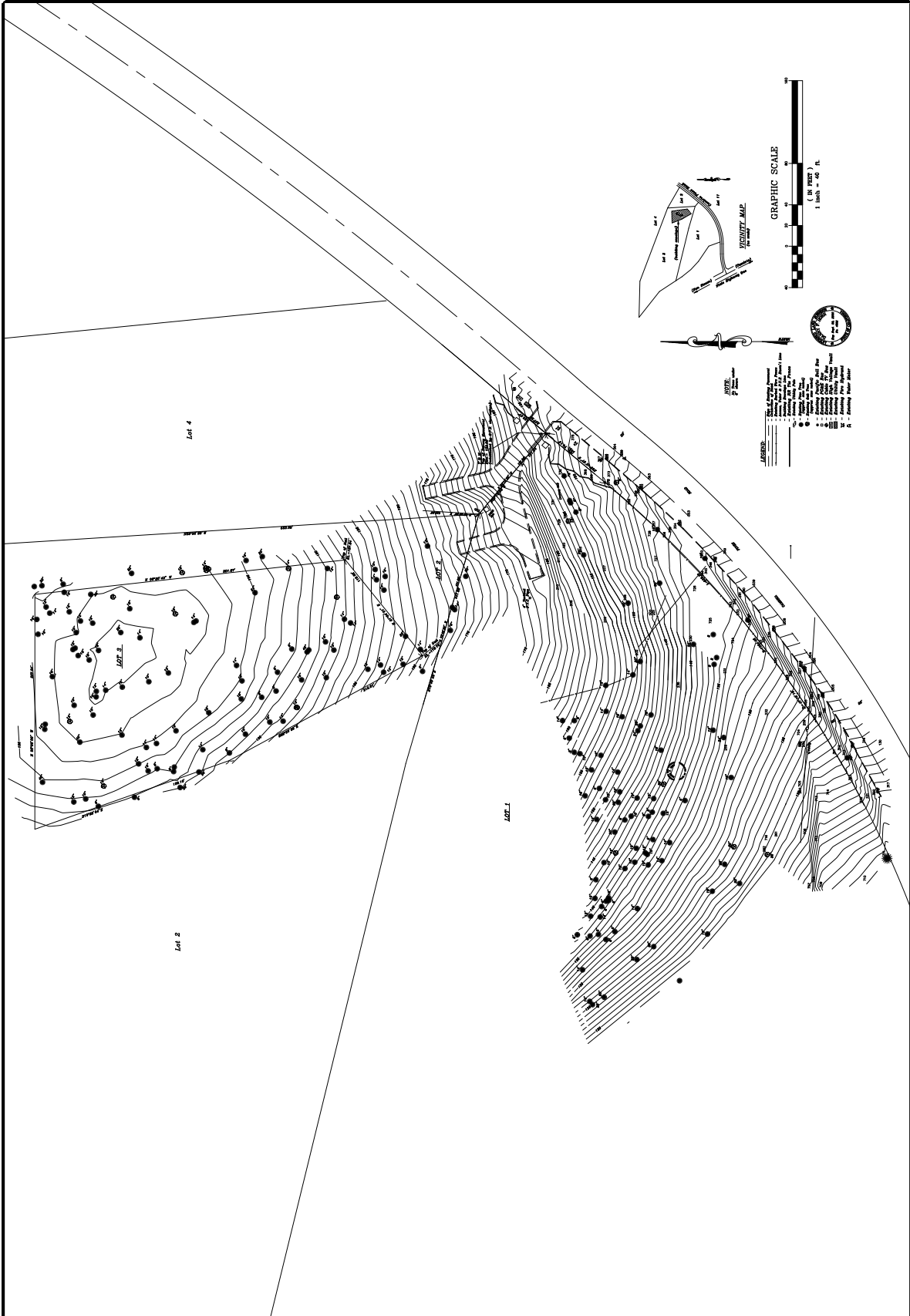
Draft Survey Drawing



LOT DRAWINGS

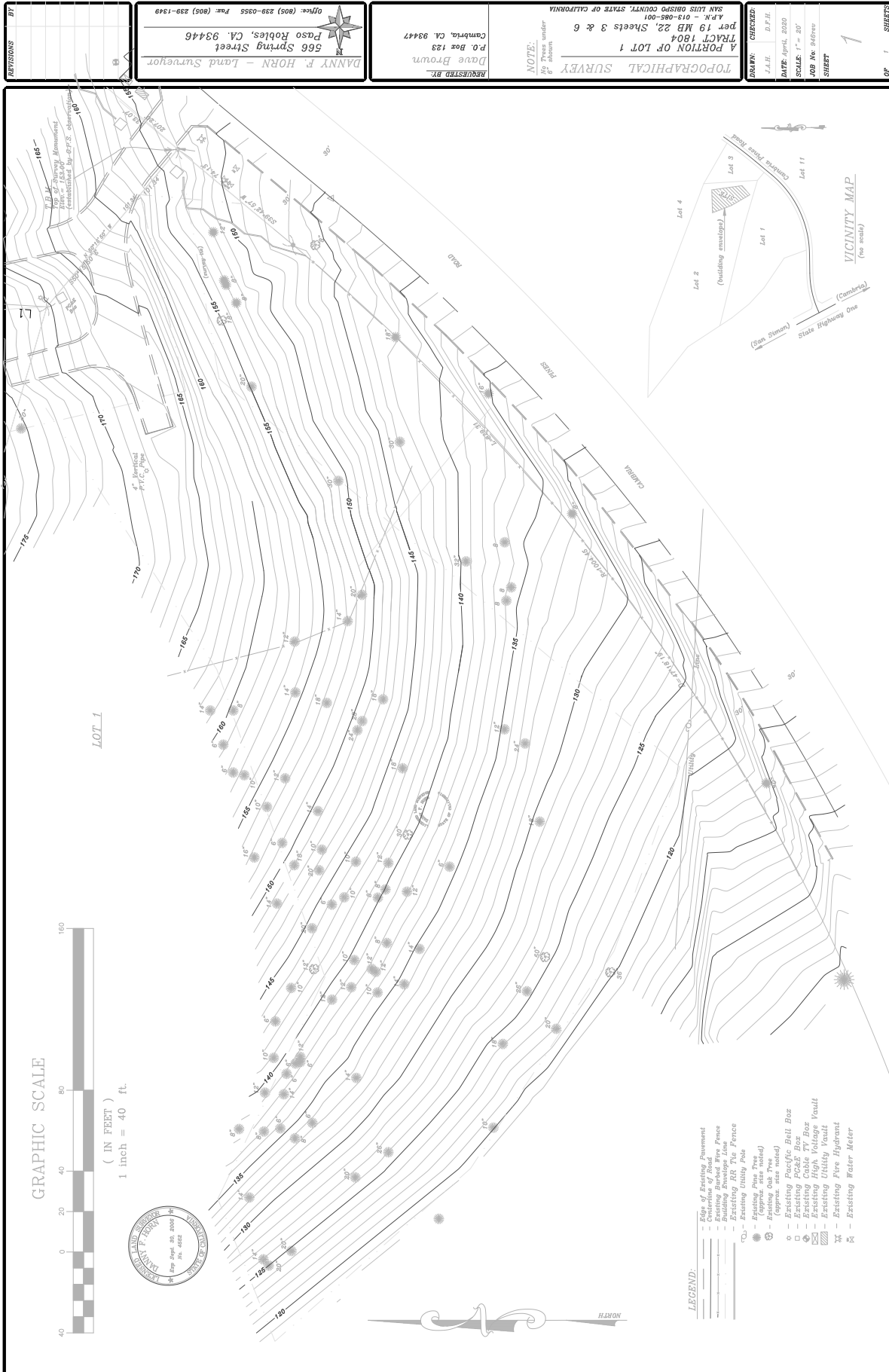
Topographical Survey

BY	DATE	DIVISIONS	DANNY F. HORN - Land Surveyor 566 Spring Street Paso Robles, CA. 93446 Office: (805) 239-0355 Fax: (805) 239-1348	 Dave Brown P.O. Box 123 Cambria, CA. 93447	REQUESTED BY: TOPOGRAPHICAL SURVEY A PORTION OF LOT 1 TRACT 1804 per 19 MB 22, Sheets 3 & 6 SAN LUIS OBISPO COUNTY, STATE OF CALIFORNIA A.P.N. - 013-085-001	CHECKED: D.F.E. DATE: April 2020	JOB No: 84999 SHEET 1	OF 1 SHEETS
						DRAWN: L.A.H. SCALE: 1" = 20' (IN FEET) 1 inch = 40 ft.		



LOT DRAWINGS

Topographical Survey



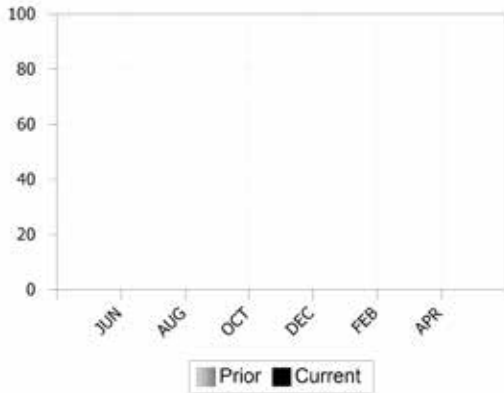
UTILITY BILL

CAMBRIA COMMUNITY SERVICES DISTRICT * UTILITY SERVICE BILL

1316 Tamsen Street, Suite 201 * PO Box 65 * Cambria CA 93428 * (805) 927-6223

Office Hours: Monday-Thursday and alternate Fridays 9:00am - 4:00pm

Name		Service Address			Account Number	
ASSEMI BROTHERS		6795 CAMBRIA PINES			035-0885-001	
Status	Service Dates		# Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	2/28/2022	4/30/2022	61	5/10/2022	6/11/2022	6/10/2022



CURRENT READING	PREVIOUS READING	USAGE
0	0	0

PREVIOUS BALANCE	\$56.90
PAYMENTS	(\$227.60)
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
CREDIT BALANCE	(\$170.70)

RES WATER BASE	36.64
RES WATER USE	0.00
RES WRF BASE	20.26
CURRENT BILL	\$56.90

CREDIT BALANCE	(\$113.80)
-----------------------	-------------------

AMOUNT DUE AFTER 06/10/2022	(\$113.80)
-----------------------------	------------

Please read insert enclosed regarding the Annual Consumer Confidence Report. Or visit: <https://www.cambriacsd.org/annual-ccr>
 CCSD Offers Low Income Assistance, similar to PG&E CARES Program. Visit: <https://www.cambriacsd.org/application-forms>
 The offices will be closed Monday, May 30th, 2022, in observance of Memorial Day.

Customers may pay online at: www.officialpayments.com. Or by phone, by calling 1-800-272-9829.

DETACH AND RETURN PORTION BELOW WITH YOUR PAYMENT. RETAIN THE PORTION ABOVE FOR YOUR RECORDS.

Please detach and return this portion with your payment.



CAMBRIA COMMUNITY
 SERVICES DISTRICT
 1316 Tamsen Street, Suite 201
 PO Box 65
 Cambria CA 93428
www.cambriacsd.org

Account Number	AMOUNT DUE
035-0885-001	\$113.80-
Due Date	After Due Date Pay
6/10/2022	\$113.80-
Service Address	
6795 CAMBRIA PINES	



ASSEMI BROTHERS
 ATTN: CASSIE MILLER
 1396 W HERNDON AVE STE 110
 FRESNO, CA 93711-7126

CAMBRIA COMMUNITY SERVICES DISTRICT
 1316 Tamsen Street, Suite 201
 P.O. Box 65
 Cambria, CA 93428

PRELIMINARY TITLE

ORDER NO. : 1421002131

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of San Luis Obispo, State of California, and is described as follows:

PARCEL A:

Lot 1 of Tract 1804, in the County of San Luis Obispo, State of California, according to the map thereof recorded June 23, 2000 in Book 19, Page 22 of Maps, in the office of the County Recorder of said County.

PARCEL B:

A non-exclusive easement for vehicular and pedestrian access and utilities over the Common Private Driveway, as described in Section 3.5 of the Declaration of Covenants, Conditions and Restrictions, recorded June 23, 2000 as Document No. 2000-034704 Official Records.

APN: 013-085-001

PRELIMINARY TITLE



7451 North Remington Ave. #102
Fresno, CA 93711
(559) 440-9249 Fax: (559) 447-1643

PRELIMINARY REPORT

Our Order Number 1421002131-CF

ASSEMI BROTHERS LLC
1396 W Herndon Ave #101
Fresno, CA 93711

When Replying Please Contact:

Cathy Faraone
cfaraone@ortc.com
(559) 440-9249

Property Address:

6795 Cambria Pines Road, Cambria, CA 93428
[Unincorporated area of San Luis Obispo County]

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 26, 2022, at 8:00 AM

OLD REPUBLIC TITLE COMPANY

For Exceptions Shown or Referred to, See Attached

Page 1 of 9 Pages

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002131-CF

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee as to Parcel(s) A and an Easement as to Parcel(s) B

Title to said estate or interest at the date hereof is vested in:

Assemi Brothers, LLC, a California limited liability company

The land referred to in this Report is situated in the unincorporated area of the County of San Luis Obispo, State of California, and is described as follows:

PARCEL A:

Lot 1 of Tract 1804, in the County of San Luis Obispo, State of California, according to the map thereof recorded June 23, 2000 in [Book 19, Page 22 of Maps](#), in the office of the County Recorder of said County.

PARCEL B:

A non-exclusive easement for vehicular and pedestrian access and utilities over the Common Private Driveway, as described in Section 3.5 of the Declaration of Covenants, Conditions and Restrictions, recorded June 23, 2000 as Document No. [2000-034704](#) Official Records.

APN: 013-085-001

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2022 - 2023, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, as follows:

Assessor's Parcel No	:	013-085-001	
Code No.	:	061-037	
1st Installment	:	\$4,781.29	Marked Paid
2nd Installment	:	\$4,781.29	Marked Paid
Land Value	:	\$890,000.00	

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002131-CF

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. Terms and provisions as contained in an instrument,

Executed By : The County of San Luis Obispo, et al
Recorded : [January 13, 1975 in Book 1813 of Official Records, Page 693](#)

5. Terms and provisions as contained in an instrument,

Entitled : Memorandum of Agreement
Executed By : Cambria West, a California joint venture
Recorded : [May 17, 2000 in Official Records under Recorder's Serial Number 2000-027251](#)

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For : Waterline, Access and Public Utilities
Affects : The Easterly corner

For : Open Space
Affects : A portion of said land

For : Tree Replacement Area
Affects : A portion of said land

7. Any rights, easements, interests or claims that may exist or arise by reason of, or reflected by, recitals shown or noted in the filed map(s) referenced in the legal description herein.

8. Terms and provisions as contained in an instrument,

Entitled : Open Space Agreement
Executed By : Walter H. Leimert Co. and Cabria West Joint Venture and the County of San Luis Obispo
Recorded : [June 23, 2000 in Official Records under Recorder's Serial Number 2000-034703](#)

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002131-CF

9. Covenants, Conditions and Restrictions which do not contain express provisions for forfeiture or reversion of title in the event of violation, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Recorded : [June 23, 2000 in Official Records under Recorder's Serial Number 2000-034704](#)

Modification thereof, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Recorded : [March 23, 2001 in Official Records under Recorder's Serial Number 2001-018195](#)

Modification thereof, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Recorded : [August 31, 2001 in Official Records under Recorder's Serial Number 2001-066394](#)

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002131-CF

NOTE: "If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code, by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

10. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount	:	
Trustor/Borrower	:	Assemi Brothers, LLC, a California limited liability company
Trustee	:	Premier Valley Bank
Beneficiary/Lender	:	Premier Valley Bank
Dated	:	March 12, 2009
Recorded	:	March 31, 2009 in Official Records under Recorder's Serial Number 2009015454
Loan No.	:	11008968

Modification/amendment of the terms of said Deed of Trust, by an instrument

Entitled	:	Modification of Deed of Trust
Executed By	:	Assemi Brothers, LLC and Premier Valley Bank
Dated	:	November 13, 2019
Recorded	:	December 31, 2019 in Official Records under Recorder's Serial Number 2019059134

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002131-CF

NOTE: Said Deed of Trust appears to secure a Revolving Line or Equity Line of Credit. If this loan is to be paid off and reconveyed through this transaction, the Company will require a written statement from the Beneficiary/Lender that a freeze is in effect on the account, and that the demand for payoff from the Beneficiary/Lender states that a reconveyance will be issued upon payment of the amounts shown therein.

The Beneficiary/Lender may be assisted in freezing this account by receiving a creditline freeze authorization letter signed by the Trustor/Borrower/Seller with the request for payoff demand. A sample copy of a typical such letter is available from the Company upon request.

11. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount	:	
Trustor/Borrower	:	Assemi Brothers, LLC, a California limited liability company
Trustee	:	Premier Valley Bank
Beneficiary/Lender	:	Premier Valley Bank
Dated	:	June 25, 2010
Recorded	:	July 20, 2010 in Official Records under Recorder's Serial Number 2010033347
Loan No.	:	11015203

NOTE: Said Deed of Trust appears to secure a Revolving Line or Equity Line of Credit. If this loan is to be paid off and reconveyed through this transaction, the Company will require a written statement from the Beneficiary/Lender that a freeze is in effect on the account, and that the demand for payoff from the Beneficiary/Lender states that a reconveyance will be issued upon payment of the amounts shown therein.

The Beneficiary/Lender may be assisted in freezing this account by receiving a creditline freeze authorization letter signed by the Trustor/Borrower/Seller with the request for payoff demand. A sample copy of a typical such letter is available from the Company upon request.

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002131-CF

12. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount :
Trustor/Borrower : Assemi Brothers, LLC, a California limited liability company
Trustee : Premier Valley Bank
Beneficiary/Lender : Premier Valley Bank
Dated : June 25, 2010
Recorded : [December 10, 2010 in Official Records under Recorder's Serial Number 2010063318](#)
Loan No. : 11015203

NOTE: Said Deed of Trust appears to secure a Revolving Line or Equity Line of Credit. If this loan is to be paid off and reconveyed through this transaction, the Company will require a written statement from the Beneficiary/Lender that a freeze is in effect on the account, and that the demand for payoff from the Beneficiary/Lender states that a reconveyance will be issued upon payment of the amounts shown therein.

The Beneficiary/Lender may be assisted in freezing this account by receiving a creditline freeze authorization letter signed by the Trustor/Borrower/Seller with the request for payoff demand. A sample copy of a typical such letter is available from the Company upon request.

13. Prior to the issuance of any policy of title insurance, the Company requires the following with respect to Assemi Brothers, LLC, a California Limited Liability Company:
1. A copy of any management or operating agreements and any amendments thereto, together with a current list of all members of said LLC.
 2. A certified copy of its Articles of Organization (LLC-1), any Certificate of Correction (LLC-11), Certificate of Amendment (LLC-2), or Restatement of Articles of Organization (LLC-10).
 3. Recording a Certified copy of said LLC-1 and any "amendments thereto".

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1.

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002131-CF

B. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Grant Deed

By/From : Walter H. Leimert Co., a California corporation, Cambria West, a joint venture composed of Cambria Properties Limited, a limited partnership, and Walter H. Leimert Company, a California corporation also know as Walter H. Leimert Co., a California corporation

To : Assemi Brothers, LLC, a California limited liability company

Dated : November 18, 2004

Recorded : [December 17, 2004 in Official Records under Recorder's Serial Number 2004109738](#)

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421002131-CF

NOTE:

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a “Restrictive Covenant Modification” form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the “Restrictive Covenant Modification” (“RCM”) form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder’s Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder’s Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder’s Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder’s Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder’s Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The “Restrictive Covenant Modification” form is linked below:

[Restrictive Covenant Modification form](#)

PRELIMINARY TITLE

Exhibit I

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11/09/18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses which arise by reason of:

1. (a) Any law, ordinance, or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the land;
 - (ii) the character, dimensions, or location of any improvement now or hereafter erected on the land;
 - (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing-business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE

SCHEDULE B - PART I

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

013-081

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

296

297

298

299

300

301

302

303

304

305

306

307

308

309

310

311

312

313

314

315

316

317

318

319

320

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365

366

367

368

369

370

371

372

373

374

375

376

377

378

379

380

381

382

383

384

385

386

387

388

389

390

391

392

393

394

395

396

397

398

399

400

401

402

403

404

405

406

407

408

409

410

411

412

413

414

415

416

417

418

419

420

421

422

423

424

425

426

427

428

429

430

431

432

433

434

435

436

437

438

439

440

441

442

443

444

445

446

447

448

449

450

451

452

453

454

455

456

457

458

459

460

461

462

463

464

465

466

467

468

469

470

471

472

473

474

475

476

477

478

479

480

481

482

483

484

485

486

487

488

489

490

491

492

493

494

495

496

497

498

499

500

501

502

503

504

505

506

507

508

509

510

511

512

513

514

515

516

517

518

519

520

521

522

523

524

525

526

527

528

529

530

531

532

533

5

CAMBRIA
ASSESSOR'S MAP COUNTY OF
SAN LUIS OBISPO, CA.
BOOK 013 PAGE 081

T. 27S.; R. 8 E.; M.D.B.&M.
RANCHO SANTA ROSA, R.M. Bk. B, Pg. 88.
RANCHO SANTA ROSA, PATENT Bk. A, Pg. 42.

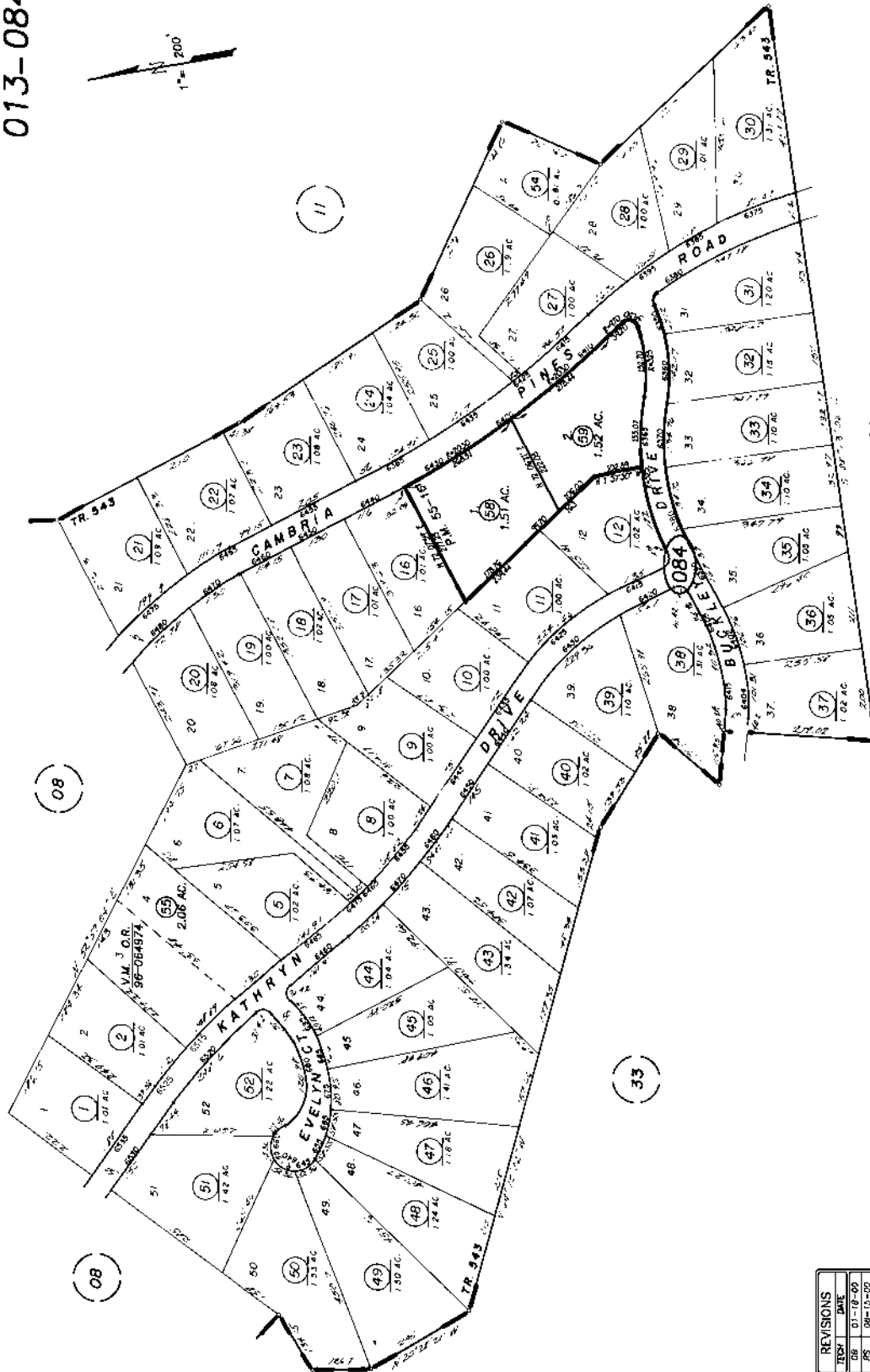
THIS MAP IS PREPARED FOR
ASSESSMENT PURPOSES ONLY.

DETAIL 'A'
(SCALE: 1"=400')

REVISIONS	
I.S.	DATE
13-0886	02-08-13
15-024	04-23-14

PRELIMINARY TITLE

013-084



CAMBRIA
ASSESSOR'S MAP
COUNTY OF
LOS ANGELES
BOOK 013 PAGE 084

TRACT 543 ; R.M. Bk. 12, Pg. 93.

PHOTOS



PHOTOS



Important San Luis Obispo &
Fresno County, CA
Real Estate **Auction**

36.61±
acres
Offered in 4 Tracts

Tracts 1-3
Fresno *Wednesday,*
August 10th • 6pm

Held at 4105 W. Figarden Drive,
Fresno, CA

Auction Company:
SCHRADER
Real Estate and Auction Company, Inc.

California Broker:
Sierra Land Company
Ph: 559.479.6582

Tract 4
Cambria *Thursday,*
August 11th • 6pm

Held at 2905 Burton Drive,
Cambria, CA

6% Buyer's Premium **800.451.2709**
www.SchraderAuction.com



SCHRADER REAL ESTATE & AUCTION CO., INC.
950 N. Liberty Dr., Columbia City, IN 46725
260-244-7606 or 800-451-2709
SchraderAuction.com

