

Fresno County, CA

19578 Deerbrush Ln,
Friant, CA, 93626

Sealed Bid

AUCTION

108 Vacant Lots Near Millerton Lake, CA!
On 22± Acres

INFORMATION BOOKLET

Sealed Bids
Due:

**THURSDAY,
JULY 31st
5pm (PT)**

Deliver to 19578 Deerbrush Ln,
Friant, CA, 93626
from 3pm-5pm on Thursday, July 31st
Or email to luke@schraderauction.com

- Investment grade opportunity
- High quality location and surrounding area
- Several infrastructure components already complete
- Beautiful views
- Growing area

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

6% Buyers Premium

800.451.2709 | 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 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.

SELLER: 3B Development, Inc.

AUCTION MANAGER: Luke Schrader, 260-229-7089

Luke Noble Schrader, 02243391

Schrader Real Estate and Auction Company, Inc., 2282337



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 and Conditions:

PROCEDURE: The property will be offered via a Sealed Bid Auction with bidding procedures more specifically outlined in the Sealed Bid Packet. The final bids are subject to the Seller's acceptance or rejection.

PURCHASE CONTRACT: With the submission of a Bid, Buyer is required to sign the purchase contract documents in the forms provided in the Sealed Bid Packet. All statements and information in the marketing materials are subject to the terms and conditions of the purchase contract documents. Seller shall not be bound by any statement, promise or inducement that is not contained in the purchase contract documents.

BUYERS PREMIUM: The purchase price will be the high bid amount plus a 6% buyers 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, and 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 owners 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 and Buyer.

ACRES/TRACT MAPS: Advertised acres and depictions of boundary lines are approximations based on property tax data and 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 and 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 and due diligence prior to bidding and 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 Auction Company (Schrader Real Estate and 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 Sealed Bid Auction will be at the direction and discretion of the Auction Company. Seller and its agents reserve the right to preclude any person from bidding if there is any questions as to the person's identity, credentials, fitness, etc.

CHANGES: Please regularly check www.schraderauction.com to review any changes and/or additional information.

THE PURCHASE CONTRACT DOCUMENTS WILL SUPERSEDE THE MARKETING MATERIALS AND ANY OTHER PRIOR STATEMENTS.



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LOCATION MAP

Sealed Bid

Fresno County, CA

19578 Deerbrush Ln,
Friant, CA, 93626

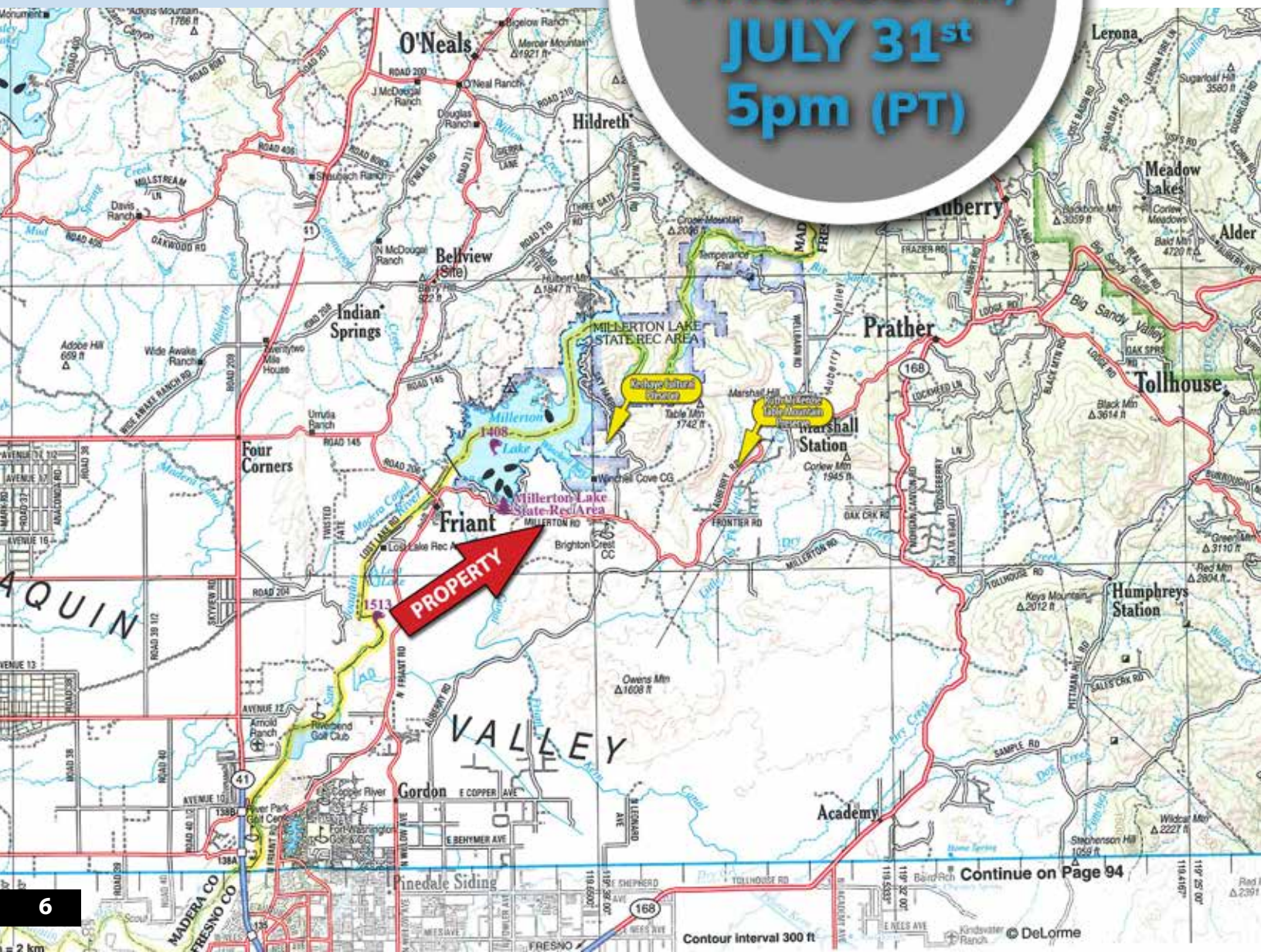
AUCTION

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Continue on Page 94

Contour interval 300 ft

© DeLorme

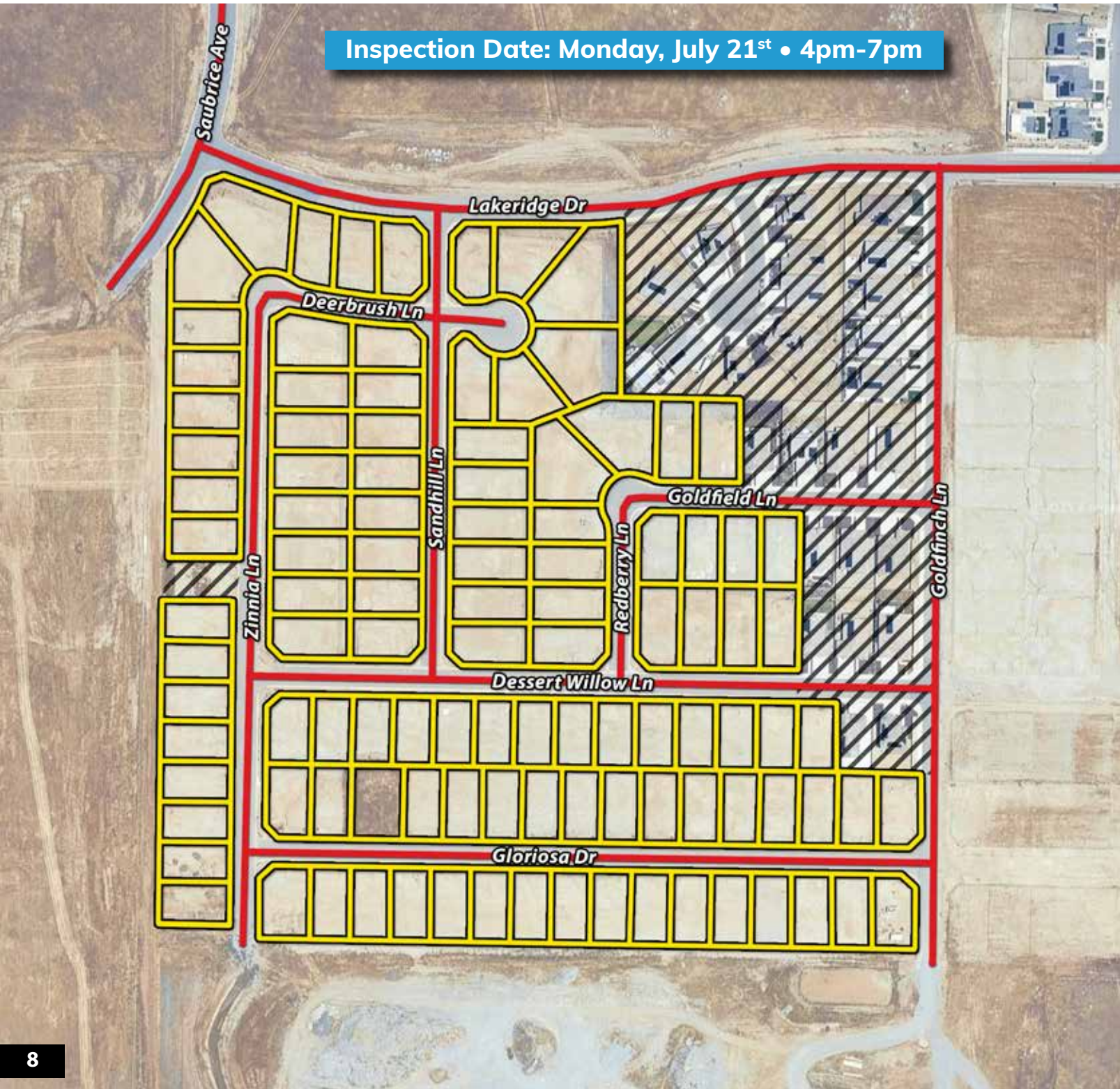
TRACT MAP & DESCRIPTION

TRACT MAP & DESCRIPTION

GENERAL PROPERTY DESCRIPTION:

The Millerton lots are an extraordinary investment opportunity to purchase lots in an excellent location in an elevated region of Fresno County. The lots reside in close proximity to Millerton Lake and several scenic recreational areas and preserves. The lots have already undergone several infrastructure components and adjoining lots have been built on and sold. Examples of existing infrastructure include paved streets, electricity, water, streetlamps, mailboxes, etc. Don't miss investigating this unique investment portfolio!

TRACT 1: 108 VACANT LOTS just south of Millerton Rd. These lots are located in a beautiful area with numerous quality homes nearby. A copy of the subdivision ordinance can be found in the info book along with a PTR, plat, and an engineers cost estimate for remaining factors to finish.



COUNTY TAX INFORMATION

COUNTY TAX INFORMATION

300-700-70S	6189	133	19541 GLORIOSA	788.39
300-700-69S	6189	132	19555 GLORIOSA	788.39
300-700-68S	6189	131	19567 GLORIOSA	788.39
300-700-67S	6189	130	19579 GLORIOSA	788.39
300-700-66S	6189	129	19593 GLORIOSA	788.39
300-700-65S	6189	128	19605 GLORIOSA	788.39
300-700-64S	6189	127	19617 GLORIOSA	788.39
300-700-63S	6189	126	19631 GLORIOSA	788.39
300-700-62S	6189	125	19643 GLORIOSA	788.39
300-700-61S	6189	124	19657 GLORIOSA	788.39
300-700-60S	6189	123	19669 GLORIOSA	788.39
300-700-59S	6189	122	19681 GLORIOSA	788.39
300-700-58S	6189	121	19695 GLORIOSA	788.39
300-700-57S	6189	120	19707 GLORIOSA	788.39
300-700-56S	6189	119	19719 GLORIOSA	788.39
300-700-55S	6189	118	19733 GLORIOSA	788.39
300-700-54S	6189	117	19732 GLORIOSA	788.39
300-700-53S	6189	116	19720 GLORIOSA	788.39
300-700-52S	6189	115	19708 GLORIOSA	788.39
300-700-51S	6189	114	19694 GLORIOSA	788.39
300-700-50S	6189	113	19682 GLORIOSA	788.39
300-700-49S	6189	112	19670 GLORIOSA	788.39
300-700-48S	6189	111	19658 GLORIOSA	788.39
300-700-47S	6189	110	19644 GLORIOSA	788.39
300-700-46S	6189	109	19632 GLORIOSA	788.39
300-700-45S	6189	108	19620 GLORIOSA	788.39
300-700-44S	6189	107	19608 GLORIOSA	788.39
300-700-43S	6189	106	19594 GLORIOSA	788.39
300-700-42S	6189	105	19582 GLORIOSA	788.39
300-700-41S	6189	104	19552 GLORIOSA	788.39
300-700-40S	6189	103	19540 GLORIOSA	788.39
300-700-39S	6189	102	19539 DESERT WILLOW	788.39
300-700-38S	6189	101	19553 DESERT WILLOW	788.39
300-700-37S	6189	100	19565 DESERT WILLOW	788.39
300-700-36S	6189	99	19579 DESERT WILLOW	788.39
300-700-35S	6189	98	19591 DESERT WILLOW	788.39
300-700-34S	6189	97	19605 DESERT WILLOW	788.39
300-700-33S	6189	96	19617 DESERT WILLOW	788.39
300-700-32S	6189	95	19629 DESERT WILLOW	788.39
300-700-31S	6189	94	19643 DESERT WILLOW	788.39
300-700-30S	6189	93	19655 DESERT WILLOW	788.39
300-700-29S	6189	92	19667 DESERT WILLOW	788.39
300-700-28S	6189	91	19681 DESERT WILLOW	788.39

COUNTY TAX INFORMATION

300-700-27S	6189	90	19693 DESERT WILLOW	788.39
300-700-26S	6189	89	19707 DESERT WILLOW	788.39
300-700-20S	6189	83	19694 DESERT WILLOW	788.39
300-700-19S	6189	82	19682 DESERT WILLOW	788.39
300-700-18S	6189	81	19670 DESERT WILLOW	788.39
300-700-17S	6189	80	19658 DESERT WILLOW	788.39
300-700-16S	6189	49	20265 REDBERRY	788.39
300-700-15s	6189	48	20277 REDBERRY	788.39
300-700-14S	6189	47	20276 SANDHILL	788.39
300-700-13S	6189	46	20266 SANDHILL	788.39
300-700-12S	6189	29	20265 SANDHILL	788.39
300-700-11S	6189	28	20277 SANDHILL	788.39
300-700-10S	6189	27	20276 ZINNIA	788.39
300-700-09S	6189	26	20264 ZINNIA	788.39
300-700-08S	6189	8	20277 ZINNIA	788.39
300-700-07S	6189	7	20289 ZINNIA	788.39
300-700-06S	6189	6	20301 ZINNIA	788.39
300-700-05S	6189	5	20315 ZINNIA	788.39
300-700-04S	6189	4	20327 ZINNIA	788.39
300-700-03S	6189	3	20339 ZINNIA	788.39
300-700-02S	6189	2	20353 ZINNIA	788.39
300-700-01S	6189	1	20365 ZINNIA	788.66
300-690-65S	6189		SUR RT REMAINDER PAR OF TR6189 BK 91 PGS 73-74	143.17
300-690-64	6189		SUR RE OUTLOT C TRACT NO 6189 BK 91 PGS 73-74	143.17
300-690-63S	6189	79	19657 GOLDFIELD	814.65
300-690-62S	6189	78	19669 GOLDFIELD	814.65
300-690-61S	6189	77	19683 GOLDFIELD	814.65
300-690-60S	6189	76	19695 GOLDFIELD	814.65

300-690-39S	6189	55	19676 GOLDFIELD	814.65
300-690-38S	6189	54	19662 GOLDFIELD	814.65
300-690-37S	6189	53	19648 GOLDFIELD	814.65
300-690-36S	6189	52	20231 REDBERRY	814.65
300-690-35S	6189	51	20239 REDBERRY	814.65
300-690-34S	6189	50	20251 REDBERRY	814.65
300-690-33S	6189	45	20254 SANDHILL	814.65
300-690-32S	6189	44	20240 SANDHILL	814.65
300-690-31S	6189	43	20228 SANDHILL	814.65
300-690-30S	6189	42	20216 SANDHILL	814.65
300-690-29S	6189	41	19601 DEERBRUSH	814.65
300-690-28S	6189	40	19611 DEERBRUSH	814.65
300-690-27S	6189	39	19621 DEERBRUSH	814.65

COUNTY TAX INFORMATION

300-690-26S	6189	38	19622 DEERBRUSH	814.65
300-690-25S	6189	37	19612 DEERBRUSH	814.65
300-690-24S	6189	36	19602 DEERBRUSH	814.65
300-690-23S	6189	35	20191 SANDHILL	814.65
300-690-22S	6189	34	20203 SANDHILL	814.65
300-690-21S	6189	33	20215 SANDHILL	814.65
300-690-20S	6189	32	20227 SANDHILL	814.65
300-690-19S	6189	31	20239 SANDHILL	814.65
300-690-18S	6189	30	20253 SANDHILL	814.65
300-690-17S	6189	25	20252 ZINNIA	814.65
300-690-16S	6189	24	20240 ZINNIA	814.65
300-690-15S	6189	23	20226 ZINNIA	814.65
300-690-14S	6189	22	20214 ZINNIA	814.65
300-690-13S	6189	21	20200 ZINNIA	814.65
300-690-12S	6189	20	20186 ZINNIA	814.65
300-690-11S	6189	19	19578 DEERBRUSH	814.65
300-690-10S	6189	18	19562 DEERBRUSH	814.65
300-690-09S	6189	17	19546 DEERBRUSH	814.65
300-690-08S	6189	16	19530 DEERBRUSH	814.65
300-690-07S	6189	15	20175 ZINNIA	814.65
300-690-06S	6189	14	20181 ZINNIA	814.65
300-690-05S	6189	13	20193 ZINNIA	814.65
300-690-04S	6189	12	20207 ZINNIA	814.65
300-690-03S	6189	11	20221 ZINNIA	814.65
300-690-02S	6189	10	20233 ZINNIA	814.65
300-690-01S	6189	9	20247 ZINNIA	814.65

total \$86,561.91

PLAT MAP & UTILITY PLANS

PLAT MAP & UTILITY PLANS

TRACT NO. 6189 IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA SURVEYED AND PLATTED IN MAY, 2017 BY GARY G. GIANNETTA CONSISTING OF TWO SHEETS SHEET ONE OF TWO SHEETS

LEGAL DESCRIPTION:
PARCEL 3, MAP NO. 5988, RECORDED IN BOOK 41 OF PARCEL MAPS, AT PAGE 22, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED INSTRUMENT NO. 763171, 1970, IN BOOK 3632, PAGE 371 OF OFFICIAL RECORDS.

SUBDIVIDER'S STATEMENT

THE UNDERSIGNED BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND:

1. OFFER FOR DEDICATION FOR PUBLIC USE LAKERIDGE DRIVE, MORNINGSIDE WAY, DEERBUSH LANE, GOLDFIELD LANE, INSERT WILLOW LANE, GOLDFINCH LANE, GLORIOSA LANE, SANDHILL LANE, REDBERRY LANE, HAZELWOOD LANE AND ZINNIA DRIVE AS SHOWN ON THE MAP, AND;
2. OFFER FOR DEDICATION THE RELINQUISHMENT OF DIRECT VEHICULAR ACCESS AS SHOWN ON THE MAP, AND;
3. OFFER FOR DEDICATION FOR PUBLIC USE THE PUBLIC UTILITY EASEMENTS AS SHOWN ON THE MAP, AND;
4. CERTIFY THAT OUTLOTS "A" AND "B" AND THEIR USES AS DEPICTED ON THE MAP ARE TO BE OWNED BY FRESNO COUNTY SERVICE AREA NO. 34, AND;
5. CERTIFY THAT OUTLOT "C" IS FOR FUTURE DEVELOPMENT AND OWNED BY THE SUBDIVIDER, AND;
6. OFFER FOR DEDICATION FOR PUBLIC USE ALL RIGHTS TO GROUNDWATER BENEATH THE SUBDIVISION, SUBJECT TO DEVELOPMENT BY THE SUBDIVIDER, OR HIS ASSIGNEE, AND ONLY FOR LANDS TO BE SERVED BY THE COUNTY SERVICES AREA WITHIN ITS EXISTING BOUNDARIES.

38 DEVELOPMENT, INC., A CALIFORNIA CORPORATION

BY: [Signature]
DARIUS ASSEMI, PRESIDENT

U.S. BANK NATIONAL ASSOCIATION, d/b/a HOUSING CAPITAL COMPANY, AS BENEFICIARY

BY: [Signature]
JENNY D. SAMBERT, VICE PRESIDENT

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. NOTICE OF SPECIAL TAX LIEN, COMMUNITY FACILITIES DISTRICT NO. 2010-01 OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT, RECORDED JULY 22, 2010 AS DOCUMENT NO. 2010-0093596, OFFICIAL RECORDS FRESNO COUNTY.
2. IRREVOCABLE OFFER OF CONVEYANCE, A RIGHT OF WAY EASEMENT FOR A FUTURE PUBLIC ROAD, RECORDED JUNE 1, 1984 AS DOCUMENT NO. 84053151, OFFICIAL RECORDS FRESNO COUNTY. (PUBLIC ROADS RELOCATED)
3. AGREEMENT RECORDED MAY 10, 1990 AS DOCUMENT NO. 90054027, OFFICIAL RECORDS FRESNO COUNTY.
4. GRANT OF EASEMENT RECORDED DECEMBER 11, 1991 AS DOCUMENT NO. 91151506, OFFICIAL RECORDS FRESNO COUNTY. (BLANKET EASEMENT)
5. GOLDEN HILLS SCHOOL DISTRICT ELEMENTARY SCHOOL IMPACT FEE AGREEMENT, RECORDED JULY 10, 1992 AS DOCUMENT NO. 92097115, OFFICIAL RECORDS FRESNO COUNTY.
6. FINANCING CAPITAL FINANCING AND PLAN IMPLEMENTATION AGREEMENT, RECORDED MAY 25, 2010 AS DOCUMENT NO. 2010-0066707, OFFICIAL RECORDS FRESNO COUNTY.
7. PACIFIC GAS AND ELECTRIC COMPANY EASEMENT, RECORDED DECEMBER 5, 2018 AS DOCUMENT NO. 2018-0145315, OFFICIAL RECORDS FRESNO COUNTY. (EXACT LOCATION NOT DISCLOSED OF RECORD)
8. AMENDMENT TO NOTICE OF SPECIAL TAX LIEN, ANNEXATION TERRITORY NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2008-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, RECORDED JUNE 5, 2019 AS DOCUMENT NO. 2019-0059435, OFFICIAL RECORDS OF FRESNO COUNTY.
9. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND NOTICE OF CERTAIN MATTERS FOR GRANVILLE AT WILLERTON (TRACT NO. 6189), RECORDED NOVEMBER 5, 2021 AS DOCUMENT NO. 2021-0184537, FRESNO COUNTY RECORDS.

NOTARY 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
I, Rebecca K. Wharton, BEFORE ME, Rebecca K. Wharton, Notary Public, on November 12, 2021, BEFORE ME, Rebecca K. Wharton, Notary Public, WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES) AND THAT HE/SHE/IT/they HAVE SIGNED THE INSTRUMENT. I HAVE SIGNED THE INSTRUMENT FOR 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
SIGNATURE [Signature]
NAME Rebecca K. Wharton
COUNTY OF Fresno
MY COMMISSION EXPIRES 3-1-2022
MY COMMISSION NUMBER 2232678

NOTARY 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
I, Rebecca K. Wharton, BEFORE ME, Rebecca K. Wharton, Notary Public, on November 12, 2021, BEFORE ME, Rebecca K. Wharton, Notary Public, WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES) AND THAT HE/SHE/IT/they HAVE SIGNED THE INSTRUMENT. I HAVE SIGNED THE INSTRUMENT FOR 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
SIGNATURE [Signature]
NAME Rebecca K. Wharton
COUNTY OF Fresno
MY COMMISSION EXPIRES 3-1-2022
MY COMMISSION NUMBER 2232678

PREPARED BY:

GARY G. GIANNETTA
CIVIL ENGINEERING & LAND SURVEYING

1119 "S" STREET
FRESNO, CA 93721
(559) 284-3590

SURVEYOR'S STATEMENT:
THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DARIUS ASSEMI, PRESIDENT OF 38 DEVELOPMENT, INC., WHOSE NAME(S) IS/ARE ASSIGNED TO THE MAP. THE MAP IS BASED ON THE SURVEY OF THE LANDS TO BE SERVED BY THE COUNTY SERVICES AREA NO. 34, AND THE MAP WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE OF THE MAP. THE MAP IS BASED ON THE SURVEY OF THE LANDS TO BE SERVED BY THE COUNTY SERVICES AREA NO. 34, AND THE MAP WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE OF THE MAP. THE MAP IS BASED ON THE SURVEY OF THE LANDS TO BE SERVED BY THE COUNTY SERVICES AREA NO. 34, AND THE MAP WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE OF THE MAP.

BY: [Signature]
NAME GARY G. GIANNETTA
R.C.E. 26998
EXP. 3/31/23
DATE 11/12/2021

COUNTY SURVEYOR'S STATEMENT:

I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

BY: [Signature]
NAME STEVEN E. WHIDE
P.L.S. 8565
COUNTY SURVEYOR
DATE 11/12/2021

BOARD OF SUPERVISORS' STATEMENT:

I, HEREBY STATE THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO, BY RESOLUTION ADOPTED 11/12/2021, 2021 APPROVED THE WITHIN MAP, AND ON BEHALF OF THE PUBLIC:

1. ACCEPTED THE OFFER OF DEDICATION FOR PUBLIC USE LAKERIDGE DRIVE, MORNINGSIDE WAY, DEERBUSH LANE, GOLDFIELD LANE, INSERT WILLOW LANE, GOLDFINCH LANE, GLORIOSA LANE, SANDHILL LANE, REDBERRY LANE, HAZELWOOD LANE AND ZINNIA DRIVE AS SHOWN ON THE MAP, AND;
2. ACCEPTED THE RELINQUISHMENT OF DIRECT VEHICULAR ACCESS AS SHOWN ON THE MAP, AND;
3. ACCEPTED THE OFFER OF DEDICATION FOR PUBLIC USE THE PUBLIC UTILITY EASEMENTS AS SHOWN ON THE MAP.
4. ACCEPTED THE OFFER OF DEDICATION OF OUTLOTS "A" AND "B" AS SHOWN ON THE MAP, AND;
5. ACCEPTED THE OFFER OF DEDICATION FOR PUBLIC USE ALL RIGHTS TO GROUNDWATER BENEATH THE SUBDIVISION, SUBJECT TO DEVELOPMENT BY THE SUBDIVIDER, OR HIS ASSIGNEE, AND ONLY FOR LANDS TO BE SERVED BY THE COUNTY SERVICE AREA WITHIN ITS EXISTING BOUNDARIES.

DATE 12/1/2021
BY: [Signature]
NAME BERNICE E. SEIDEL
CLERK TO THE BOARD OF SUPERVISORS

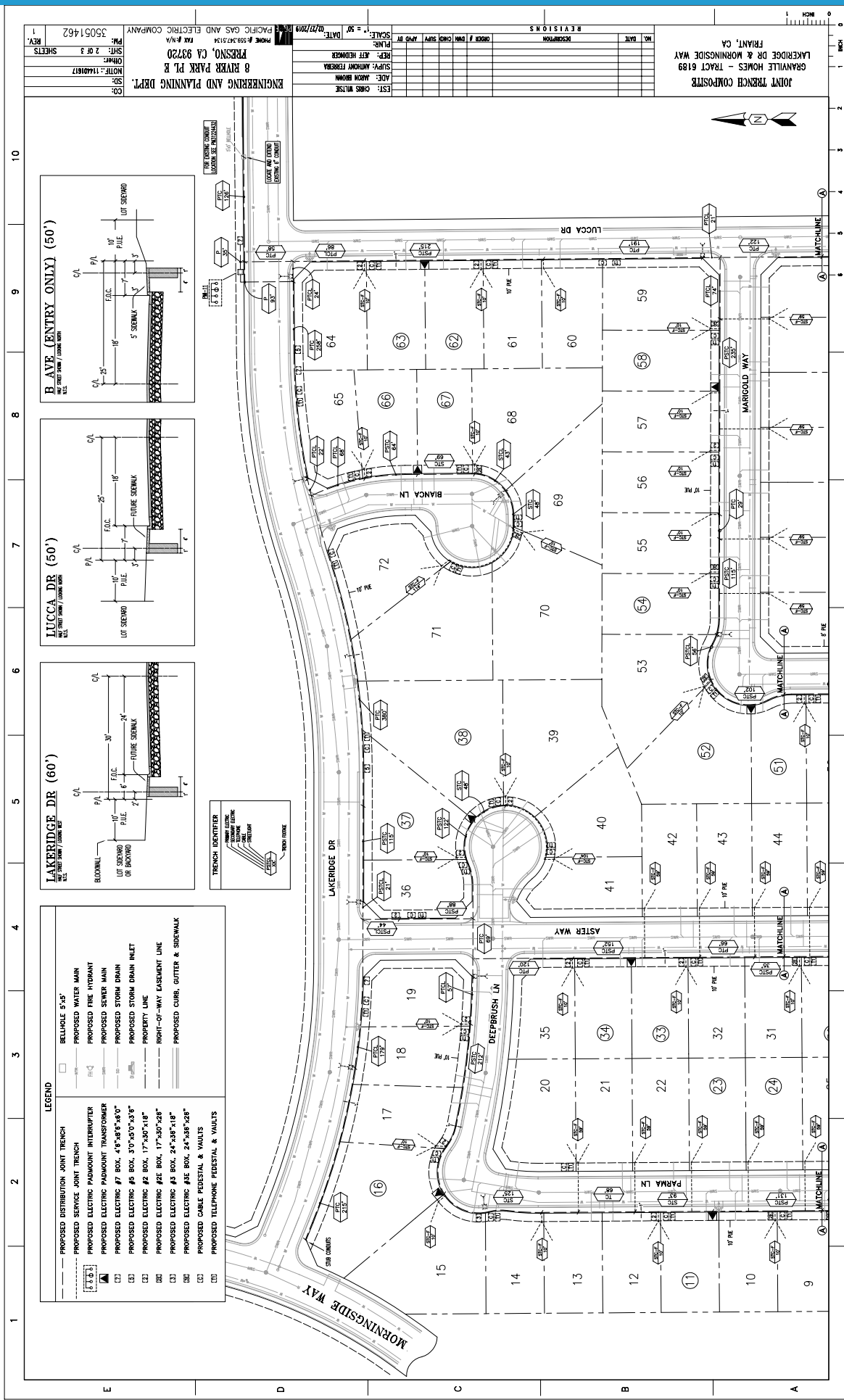
RECORDER'S CERTIFICATE:

DOCUMENT NO. 2021-0208583 FILED THIS 22 DAY OF Dec, 2021 AT 8:41 AM IN VOLUME 91 OF PLATS, AT PAGES 73 AND 74, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY

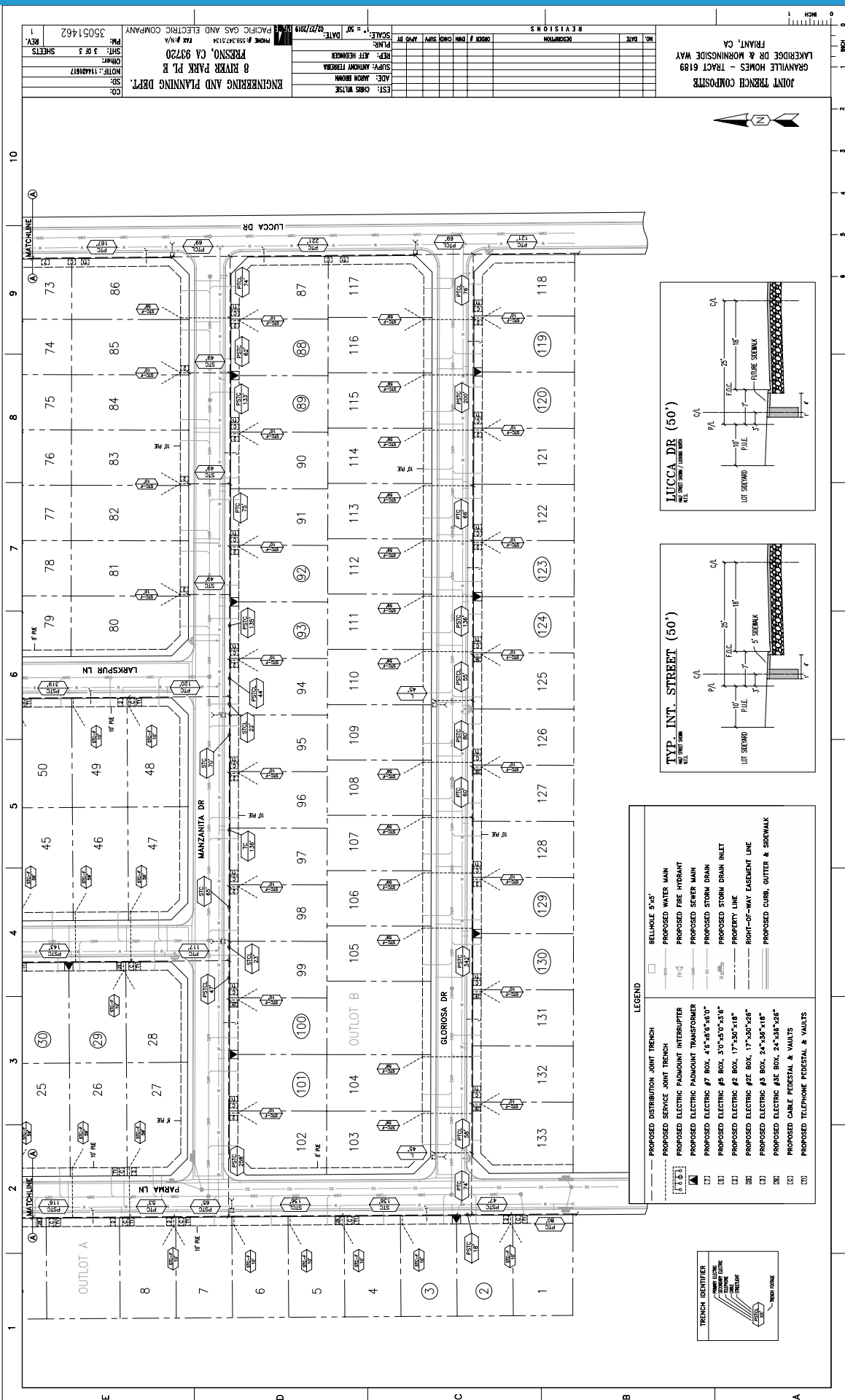
FRESNO COUNTY RECORDS
PAUL DICTOS, C.P.A., COUNTY RECORDER

BY: [Signature]
DEPUTY

PLAT MAP & UTILITY PLANS



18



SUBDIVISION ORDINANCE

SUBDIVISION ORDINANCE

Agreement No. 21-485

21-1045

Recording Requested for the
Benefit of the County of Fresno,
Department of Public Works
And Planning

When Recorded Return To:
Department of Public Works
And Planning
Development Services
Division Stop 214
Attn: Development Engineering

COUNTY OF FRESNO
SUBDIVISION AGREEMENT
TRACT NO. 6189

THIS AGREEMENT made and entered into this 16th day of November 2021 by and between the County of Fresno, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and 3B Development Inc., a California Corporation, located at 1396 W. Herndon Avenue, Fresno, CA 93711, the subdivider of Tract No. 6189 and referred to herein as "SUBDIVIDER." COUNTY and SUBDIVIDER may be referred to individually as a "Party," or collectively as "Parties," to this AGREEMENT.

RECITALS

WHEREAS, SUBDIVIDER has presented to COUNTY a final map of a proposed subdivision of land located within the County of Fresno and described as Tract No. 6189; and

WHEREAS, said SUBDIVIDER has requested COUNTY to accept the dedications indicated on said map for the use and purpose specified thereon, and to approve said map in order that the same may be recorded, as required by law; and

WHEREAS, COUNTY requires as a condition precedent to the acceptance and approval of said map, the dedication of such streets, highways, public places, and easements as delineated and shown on said map, and deems the same as necessary for public use; and

WHEREAS, the Ordinance Code section 17.48.400, subd. (A) of the County of Fresno requires SUBDIVIDER to enter into this AGREEMENT with COUNTY when SUBDIVIDER has not completed all required improvements at the time the final map is approved; and

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WHEREAS, SUBDIVIDER has not completed all required construction, including road, street lighting, open space and trails, water, sewer, drainage, wastewater treatment and disposal, including a permanent spray field, reclaimed water lines, and fire protection facilities.

NOW, THEREFORE, in consideration of the offer of dedication of the streets, public ways, easements and facilities as shown on said map, and the approval of said map for filing and recording, it is mutually agreed as follows:

1. PERFORMANCE SCHEDULE.

SUBDIVIDER agrees that the work hereinafter specified shall be constructed in accordance with the following schedule:

<u>On-Site Improvements</u>	<u>Date to be Completed</u>
Excavation and grading	06/2022
Underground wet utilities	04/2022
Subgrade	06/2022
Curb, Gutter and Concrete Imp.	06/2022
Underground Dry Utilities	04/2022
Pavement and Fog Sealing	06/2022
Landscaping of Lakeridge Drive	10/2022
Signage and Striping	10/2022
<u>Off-Site Improvements</u>	<u>Date to be Completed</u>
Temporary Storm Drain Pond & Drainage Channel	10/2022
Permanent Backup Lake Pump Generator	08/2024
Lakeridge Drive Off-site Road Construction	10/2022
Reclaimed Water Lines and Commissioning	10/2022
Permanent Spray Field	5/2023
<u>Morningside Way Off-Site Improvements</u>	<u>Date to be Completed</u>
Excavation and grading	02/2022
Underground wet utilities	03/2022

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1	Subgrade	06/2022
2	Curb, Gutter and Concrete Imp.	06/2022
3	Underground Dry Utilities	06/2022
4	Pavement and Fog Sealing	06/2022
5	Signage and Striping	10/2022
6	Street Lighting	10/2022
7	<u>Completion of All On-Site and Off Improvements</u>	
8	Complete All Work	08/2024

9 2. ROAD IMPROVEMENTS.

10 SUBDIVIDER agrees:

11 A. To construct all required improvements herein referenced in accordance with the Tract
12 6189 Improvement Plans approved by the Department of Public Works and Planning on January 24, 2020
13 for on-site improvements and November 13, 2020 for off-site improvements, hereinafter referred to
14 collectively as the "APPROVED PLANS".

15 B. To construct drainage facilities, grade, place aggregate base and pave Lakeridge Drive,
16 Desert Willow Lane, Goldfield Lane, Hazelwood Lane, Gloriosa Drive, Redberry Lane, Deerbrush Lane,
17 Goldfinch Lane, Sandhill Lane, and Zinnia Lane in accordance with the APPROVED PLANS, the
18 applicable improvement standards, the specifications, and this AGREEMENT.

19 C. To construct drainage facilities, grade, place aggregate base and pave Morningside Way
20 from Tract 6189 to Millerton Road in accordance with the APPROVED PLANS, the applicable
21 improvement standards, the specifications and this AGREEMENT.

22 D. To provide, after rough grading, Resistance "R" Value tests in accordance with California
23 Test Method 301, as required by the Director of the Department of Public Works and Planning, hereinafter
24 referred to as "Director," or designee of the Director. Base and surfacing requirements will be adjusted to
25 meet any revision resulting from the tests. Areas that have been over excavated shall be reconstructed to
26 the approved typical structural section.

27 E. To obtain and pay for any testing and retesting required by the Department of Public Works
28 and Planning. The sampling and testing may be done by any recognized testing firm acceptable to the

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1 Director or designee of the Director.

2 F. To install or so provide for installation that no finished surface need be reopened, all
3 electrical underground lines, telephone lines, fiber optic lines, water lines, reclaimed water lines, sewer
4 lines, drainage lines, covers, street lighting and conduits (street lighting account is to be in the name of
5 the Developer until accepted by CSA, must be approved by the Architectural Committee and must be
6 PG&E Owned and maintained), and any other underground utility or drainage system, prior to paving
7 roads. All underground utilities and any existing underground utilities shall be lowered to a depth of not
8 less than 36 inches (measured from top of pipe) below street grade shown on the APPROVED PLANS or
9 as otherwise required by the Director or designee of the Director.

10 G. To require SUBDIVIDER's engineer to verify and certify, in writing prior to placement of
11 base rock, the subgrade elevation to the satisfaction of the Director or designee of the Director.

12 H. To construct drainage facilities in accordance with the APPROVED PLANS and this
13 AGREEMENT. In constructing road improvements, SUBDIVIDER shall perform the following:

14 1. That portion of the right-of-way lying outside the curb line shall be graded to conform
15 to the approved cross-section.

16 2. All drainage structures shall be cleaned.

17 3. The entire roadway area shall be swept clean.

18 I. To maintain an all-weather access to all lots that have been issued a building permit until
19 permanent access is provided. (Note: Building permits shall not be issued on any lot of this subdivision
20 until such time that the water and wastewater system and associated fire protection facilities are in place
21 and operating at sufficient capacity to serve the permitted structure.)

22 J. To fog seal all roads at such time as required by the Director but no later than the time as
23 required for maintenance under section 6.A below, in accordance with the APPROVED PLANS.

24 K. To construct sidewalk and drive approach improvements for each lot under separate
25 encroachment permit issued by the Road Maintenance and Operations Division of the Department.

26 L. To obtain a grading permit for each lot prior to issuance of a building permit when the
27 vertical cut or fill differential between adjacent lots is greater than 12".

28 M. The Director, in his sole discretion, may require changes, alterations, or additional work not

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1 shown on the APPROVED PLANS, when it is deemed necessary.

2 3. DRAINAGE FACILITIES.

3 SUBDIVIDER agrees:

4 A. That additional drainage facilities not shown on the APPROVED PLANS shall be
5 constructed and maintained by SUBDIVIDER until completion of the permanent drainage facilities.

6 B. That all drainage structures, including any temporary drainage facilities, shall be
7 constructed in accordance with the Fresno County Improvement Standards or as approved by the Director,
8 as applicable. The work shall also be in compliance with any applicable National Pollutant Discharge
9 Elimination System permit requirements, mitigation requirements of the approved environmental
10 document, or any other applicable local, state, or federal regulation.

11 C. That all Standard Operating Procedures ("SOP") for the operations and maintenance of the
12 drainage facilities be detailed in an Operations and Maintenance ("O&M") Manual. The O&M Manual to
13 be provided must include:

- 14 1. An individual binder for each storm drainage basin that details all the operational
15 and maintenance requirements (SOP for field activities; daily, weekly, monthly,
16 seasonal, annual, and post-rain event),
- 17 2. Permitting and reporting requirements,
- 18 3. Sampling and testing requirements,
- 19 4. Inspection requirements and sample inspection check list,
- 20 5. Best Management Practices and recording requirements, and
- 21 6. Spill prevention plan.

22 4. ELECTRICAL AND TELEPHONE LINES.

23 SUBDIVIDER agrees:

24 A. That all services and electrical and telephone lines shall be placed underground including
25 any other existing facilities within the limits of this subdivision or being improved with this tract.

26 B. That financial responsibility is to be established under SUBDIVIDER and maintained until
27 written acceptance by COUNTY

28 C. That all requirements have been met with the Pacific Gas and Electric Company, AT&T,

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1 Inc., and all other affected utility companies for the in-tract facilities.

2 D. That any private utility service shall have their system installed and tested in accordance
3 with applicable state laws. Utility companies that do not have a franchise agreement with COUNTY shall
4 locate their facilities outside of the road right-of-way or enter into a separate license agreement.
5 SUBDIVIDER shall contact the permit section of the Maintenance and Operations Division before any
6 such work is started.

7 5. WATER AND SEWER FACILITIES

8 SUBDIVIDER agrees:

9 A. That all storm drain lines, water and sewer mains and services shall be placed underground
10 within and outside of the limits of this subdivision as shown on the APPROVED PLANS.

11 B. That any raw water pumping, transmission, treatment and distribution facilities for the
12 production of potable water, shall be constructed in accordance with building, electrical, mechanical, fire,
13 and other applicable local and state codes.

14 C. That all necessary operating permits, including but not limited to those from the State Water
15 Resources Control Board and County Environmental Health Department, shall be obtained or amended
16 prior to placing the water system into operation.

17 D. That all treatment facilities, pumps and discharge facilities for the treatment and disposal
18 of wastewater shall be constructed in accordance with building, electrical, mechanical, fire and other
19 applicable local and state codes.

20 E. That all necessary operating permits, including but not limited to those from the Regional
21 Water Quality Control Board and County Environmental Health Department, shall be obtained or amended
22 prior to placing the sewer system into operation.

23 F. That all reclaimed water facilities shall be placed underground within and outside of the
24 limits of this subdivision as shown on the APPROVED PLANS. The acceptance of the reclaimed water
25 facilities will occur upon completion and acceptance of the improvements for Tract No. 4870, which will
26 connect Tract No. 6189 and Tract No. 4968 to the source of reclaimed water for use.

27 G. That all necessary financial arrangements have been made with County Service Area 34
28 for the transfer of the subdivision water, sewer, and reclaimed water improvements to that entity for

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1 permanent maintenance when the facilities are deemed acceptable.

2 H. That SUBDIVIDER shall transfer to the COUNTY ownership, free and clear of any and all
3 liens, encumbrances, security interests, claims of any creditors, or court orders (collectively, "Claims"), of
4 the permanent backup lake pump generator (herein "Permanent Generator"), which shall be in-place at a
5 suitable permanent location, and fully operational according to the manufacturer's requirements, and
6 SUBDIVIDER shall assign all of the manufacturer's warranties for the Permanent Generator to the
7 COUNTY, prior to the COUNTY's issuance of a building permit for a non-model home in Tract No. 6189.

8 i. Notwithstanding the foregoing language in Section 5.H., the Director may issue, at
9 his or her sole and absolute discretion, building permits for single family residences, , based upon the
10 SUBDIVIDER's measurable progress made towards satisfying the requirements of Section 5, paragraph
11 H., above, for the Permanent Generator, provided that (a) the SUBDIVIDER is not in default of this
12 AGREEMENT, and (b) a mobile pump and generator, including a lake pump and motor assembly, along
13 with all necessary appurtenances and controls (hereinafter "Mobile Pump and Generator") has been
14 approved by the Director for purchase by the SUBDIVIDER and will be made available for the COUNTY's
15 use, as provided in Section 5.H.i., commencing prior to the COUNTY's issuance of a certificate of
16 occupancy for any single family residence, or at a time as determined by the Director, whichever is earlier,
17 and continuing at all times until the Director accepts the Permanent Generator. The Director's release of
18 any portion of the additional building permits, or certificates of occupancy, for single family residences, ,
19 shall not obligate the Director to release any such remaining additional building permits, or certificates of
20 occupancy. Said Mobile Pump and Generator shall have sufficient capacity to reliably provide fresh
21 potable water, meeting all requirements of all federal, state and local health and safety laws and
22 regulations, even in the event of a power outage or other system failure, from a freshwater body into the
23 County Service Area No. 34 (hereinafter "CSA 34") water delivery system for said system's then-current
24 needs as well as those additional needs anticipated with the future population growth and development
25 within CSA 34, as determined by the Director in his sole and absolute discretion, up until such time as the
26 Permanent Generator is in-place and fully operational according to the manufacturer's requirements.
27 SUBDIVIDER shall deliver the Mobile Pump and Generator in good working condition to the COUNTY, at
28 any location of the Director's choosing, within five (5) miles of Millerton Lake, within forty eight (48) hours

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1 written or oral notice by the COUNTY to SUBDIVIDER that an emergency situation exists for the CSA 34
2 water delivery system, as determined by the Director. The COUNTY is not responsible in any way under
3 this AGREEMENT or any amendment hereto for the purchase, transportation, storage, repair,
4 maintenance, delivery, removal, acceptance, or approval of the Mobile Pump and Generator, provided
5 however, the COUNTY shall have the right to own the Mobile Pump and Generator as provided in Section
6 5.H.ii. SUBDIVIDER is responsible for all costs associated with the purchase, transportation, storage,
7 repair, maintenance, delivery, installation/startup, removal, and approvals for the Mobile Pump and
8 Generator prior to SUBDIVIDER's transfer of ownership of the Mobile Pump and Generator to the
9 COUNTY pursuant to Section 5.H.ii.

10 ii. Notwithstanding any of the foregoing in Sections 5.H. and Section 5.H.i., prior to
11 August 1, 2024, and at SUBDIVIDER's sole cost, (a) SUBDIVIDER shall transfer to the COUNTY (or CSA
12 34, if requested by the Director) ownership, free and clear of any and all Claims, of the Permanent
13 Generator, which shall be in-place at a suitable permanent location, and fully operational according to the
14 manufacturer's requirements, (b) SUBDIVIDER shall assign all of the manufacturer's warranties for the
15 Permanent Generator to the COUNTY (or CSA 34, if requested by the Director), (c) SUBDIVIDER shall
16 transfer to the COUNTY (or CSA 34, if requested by the Director) ownership, free and clear of any and all
17 Claims, of the Mobile Pump and Generator, which shall be fully operational according to the
18 manufacturer's requirements, and in good condition, subject to its normal and reasonable wear taking into
19 account the requirements for its repair and maintenance under Section 5.H.i., and assign all of the
20 manufacturer's warranties for the Mobile Pump and Generator to the COUNTY (or CSA 34, if requested
21 by the Director), and (d) SUBDIVIDER shall provide the manufacturer's operating manual for Mobile Pump
22 and Generator to the COUNTY, all as determined by and subject to the acceptance of the Director.

23 I. That permits for non-model homes, in increments of up to twenty-five with a cumulative
24 limit of one-hundred thirty-three, may be allowed at the discretion of the Director or designee of Director
25 based upon the progress which COUNTY and SUBDIVIDER has made with determining the treatment
26 capacity in the existing CSA 34 wastewater treatment facility and if necessary, modifying or expanding it
27 to meet the treatment capacity requirements of the 133 lots proposed.

28 6. MAINTENANCE.

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1 SUBDIVIDER agrees:

2 A. To provide maintenance of all new road improvements and drainage facilities for a period
3 of two years after completion and written acceptance of the work by COUNTY. Permanent maintenance
4 shall be assumed by County Service Area 34, Zone "G" (CSA 34G) prior to release of the improvement
5 security posted to guarantee completion and maintenance of the work and upon written acceptance by
6 COUNTY. For CSA 34G to assume responsibility of the drainage facilities the following must be
7 completed:

- 8 1. Provide valid operating permits, if applicable.
- 9 2. Adhere to section 3, DRAINAGE FACILITIES of this AGREEMENT, including sub-
10 section C.1 through C.6.
- 11 3. Adhere to section 7, ADDITIONAL CONDITIONS of this AGREEMENT, including
12 sub-section E.

13 B. To provide landscape and irrigation, including plantings, maintenance and warranty to all
14 common areas for a period of one year after completion and written acceptance of the work by COUNTY.
15 Permanent maintenance shall be assumed by CSA 34G prior to release of the improvement security
16 posted to guarantee completion and maintenance of the work and upon written acceptance by COUNTY.
17 For CSA 34G to assume responsibility of the landscape and irrigation, SUBDIVIDER must provide a
18 Landscape Irrigation O&M Manual to include a listing of all vegetation and trees and their proper care
19 instructions, irrigation schedules and controller equipment manual(s).

20 7. ADDITIONAL CONDITIONS.

21 SUBDIVIDER agrees:

22 A. SUBDIVIDER shall cause to be placed all survey monuments and lot corners as shown on
23 the Final Map. Such survey monuments and lot corners shall be placed only by the Surveyor of record for
24 the final map unless otherwise authorized by the Director.

25 B. SUBDIVIDER is responsible for all work until the work is accepted by COUNTY. COUNTY
26 acceptance shall be conditioned upon the acceptance of the work by other applicable agencies, including
27 but not limited to County Service Area 34 and the Fresno County Fire Protection District.

28 C. The common area landscaping plant material shall be irrigated with domestic water on a

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1 schedule, which will be metered and charged according to the Fresno County Master Schedule of Fees
2 until such time as the reclaimed water facilities are constructed.

3 D. SUBDIVIDER shall plant one front-yard tree per lot and two front yard trees per corner lot,
4 as a condition of occupancy for each single-family dwelling unit. Trees shall be selected by the
5 SUBDIVIDER from COUNTY master street tree list or other as approved by Director.

6 E. SUBDIVIDER shall furnish to COUNTY two sets of as-built plans for all work performed
7 prior to acceptance of improvements and start of the required maintenance obligation as per this
8 AGREEMENT.

9 F. In the event an extension is granted to the time within which all work is to be completed on
10 this tract, SUBDIVIDER hereby agrees that it will comply with all the applicable improvement standards in
11 effect at the time the extension is granted. SUBDIVIDER will compensate COUNTY for the processing of
12 the time extensions in accordance with the Master Schedule of Fees (currently Section 2570-10.
13 Agreements for Subdivisions) in effect at the time the extension is requested. Failure to make a timely
14 request for an extension may result in the refusal of building permits for undeveloped lots within the tract.

15 G. The terms "accepted" and "acceptance" as used throughout this AGREEMENT are not
16 intended to, nor do they, carry with them the same meaning as acceptance into COUNTY "road system,"
17 as such process is described in Streets and Highways Code section 941. Should COUNTY intend or elect
18 to accept any of the roads, streets, or other public highways outlined in this AGREEMENT, into its "road
19 system," pursuant to Streets and Highways Code section 941, such action will be done by explicit wording
20 in a resolution(s) adopted by the Board of Supervisors.

21 H. SUBDIVIDER agrees that all work described within this AGREEMENT that is or will be
22 open to the public, including work performed on roads, streets, sideways, walkways, and all other areas
23 that are or will be open to the public, is or will be completed or brought to the standards mandated by the
24 Americans with Disabilities Act (42 U.S.C. 12101 et seq.), as well as any and all State and Federal laws,
25 codes, and regulations, regarding access or use of public places by members of the public. SUBDIVIDER
26 further agrees, promises, covenants, and represents, that all work performed or completed on any and all
27 roads, streets, sidewalks, walkways, and any other areas, that are open to the public, is and will be
28 performed and completed to the standards that COUNTY would be required to meet, or comply with, if

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COUNTY performed the work, as well as the standards COUNTY will be required to meet when, if ever, COUNTY is obligated to comply with the Americans with Disabilities Act, or any other State or Federal Laws regarding access or use of public places by members of the public.

8. FEES AND SECURITIES.

A. The amount of \$2,217.68, has been paid to COUNTY for furnishing and installing traffic control signs on the public roads.

B. SUBDIVIDER has provided security in the amount of \$5,000 to guarantee placement of survey monuments.

C. SUBDIVIDER has provided (1) performance and maintenance security in the amount of \$3,746,249.65 which sum constitutes 100 percent of the estimated on-site improvement cost of all work to guarantee performance and maintenance; (2) improvement security in the amount of \$1,702,840.75 to guarantee payment of labor and materials as provided in the Subdivision Map Act, which sum constitutes 50 percent of the estimated cost of all required on-site improvements; and (3) \$2,575,254 which sum constitutes 100 percent of the estimated off-site cost of all work to guarantee performance and maintenance, and (4), improvement security in the amount of \$1,170,570 to guarantee payment of labor and materials as provided in the Subdivision Map Act, which sum constitutes 50 percent of the estimated cost of all required off-site improvements.

The securities for performance hereinabove provided shall be for the purpose of securing the completion of said work, together with any changes, alterations, or additional work, provided such changes, alterations, or additional work does not exceed ten percent of the original estimated cost of the improvement.

D. Performance of the improvement work may be in two phases. It is therefore agreed, upon partial completion of the work in increments of Three Million Dollars (\$3,000,000) or more, with acceptable certification to the Director, that said Director or designee of the Director shall be empowered to authorize a reduction in the appropriate subdivision improvement security to guarantee performance of the work in conformance with County Ordinance Code. The reduction shall be ninety percent (90%) of the increment less the amount necessary to provide for the required maintenance of the work completed.

E. When the work has been completed and accepted, the performance and maintenance

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1 security for on-site improvements may be reduced to \$745,793.12 and for off-site improvements \$252,092
2 in accordance with Section 17.56 of the Fresno County Ordinance Code. This amount \$745,793.12 for
3 on-site improvements and \$252,092 for off-site improvements shall guarantee maintenance of the new
4 roads for a period of two years after completion of the work thereof against any defective work or labor
5 done or defective materials furnished in the construction of the roads and upon written acceptance by
6 COUNTY. The amount of \$681,16.30 shall guarantee on-site maintenance of all electrical and mechanical
7 equipment, storm drainage basins, reclaimed water lines, landscape, open space and trail systems, and
8 street lighting for a period of one year upon written acceptance by COUNTY.

9 F. SUBDIVIDER has paid plan check and inspection fees to COUNTY in the amount of
10 \$72,095 for on-site improvements and \$57,244 for off-site improvements less any deposits previously
11 made.

12 G. SUBDIVIDER has paid an Agreement Administration Fee to COUNTY in the amount of
13 \$27,245.45 for on-site improvements and \$18,729.12 for off-site improvements.

14 9. ADDITIONAL PROVISIONS.

15 A. BINDING AGREEMENT. The provisions of this AGREEMENT shall be binding upon the
16 Parties hereto and their heirs, successors, or assigns.

17 B. ASSIGNMENT. This AGREEMENT shall not be assignable by SUBDIVIDER without the
18 prior written consent of COUNTY. Any assignee shall take this AGREEMENT, in its entirety, subject to
19 the covenants and conditions set forth herein.

20 C. HOLD HARMLESS AND INDEMNIFICATION. Each Party agrees to defend and hold
21 harmless the other Party from any and all loss or liability arising from the death or injury of any person, or
22 damage to real or personal property caused by each Party's own agent or employee, more specifically:

23 SUBDIVIDER agrees to hold harmless, defend and indemnify COUNTY, its Board of Supervisors,
24 officers, and employees from every claim, demand, suit, loss and damage arising from:

- 25 1. Any act, omission, neglect or fault of SUBDIVIDER, their engineers, contractors or agents,
26 or the employees of the same.
- 27 2. Any act, omission, neglect or fault, except for the sole negligence or willful conduct of
28 COUNTY, its Board of Supervisors, officers or employees.

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1 3. Any injury to, or death of, any person or damage to any property sustained while on the
2 real property described as Tract No. 6189 or land affected by the APPROVED PLANS or
3 on any property immediately adjacent to such property, or upon any street or highway
4 running through such property or immediately adjacent to such property, which is in
5 connection with or alleged to be in connection with the construction of improvements for
6 Tract No. 6189.

7 4. Any injury to, death of, or damage to, the property of SUBDIVIDER, or its agents, engineers
8 or contractors, or their employees.

9 5. Any damage to or taking of any property arising from said plans, specifications or profiles,
10 or arising from the construction of the improvements provided for in this AGREEMENT.

11 It is mutually agreed that SUBDIVIDER's surety, if any, shall not be deemed liable for the
12 performance of any of the foregoing provisions in this section, unless said surety shall undertake the
13 completion of any improvement, and then only to the extent of any act, omission, neglect or fault of the
14 surety, its engineers, agents and contractors, and their employees, while in the course of completion of
15 such improvements.

16 COUNTY agrees to hold harmless, defend and indemnify SUBDIVIDER, its agents, engineers or
17 contractors, or their employees from every claim demand, suit, loss and damage arising from the negligent
18 or willful conduct of COUNTY, its Board of Supervisors, officers, or employees acting within the scope of
19 their employment with COUNTY.

20 10. INSURANCE.

21 Without limiting COUNTY right to obtain indemnification from SUBDIVIDER or any third parties,
22 SUBDIVIDER, at its sole expense, shall maintain in full force and effect, the following insurance policies:

23 A. Commercial General Liability. Commercial General Liability Insurance with limits of not less
24 than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
25 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific
26 coverages including completed operations, products liability, contractual liability, Explosion-Collapse-
27 Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of
28 this contract.

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1 B. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury
2 of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars
3 (\$500,000) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000) or such
4 coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should
5 include owned and non-owned vehicles used in connection with this AGREEMENT.

6 C. Professional Liability. If SUBDIVIDER employs licensed professional staff, (e.g., RCE, PE,
7 GE, PLS) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars
8 (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

9 D. Worker's Compensation. A policy of Worker's Compensation insurance as may be required
10 by the California Labor Code.

11 SUBDIVIDER shall obtain endorsements to the Commercial General Liability insurance naming the
12 COUNTY, its officers, agents, and employees, individually and collectively, as additional insured, but only
13 insofar as the operations under this AGREEMENT are concerned. Such coverage for additional insured shall
14 apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,
15 agents and employees shall be excess only and not contributing with insurance provided under SUBDIVIDER
16 policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days
17 advance written notice given to COUNTY.

18 Within Thirty (30) days from the date SUBDIVIDER signs and executes this AGREEMENT,
19 SUBDIVIDER shall provide certificates of insurance and endorsement as stated above for all of the foregoing
20 policies, as required herein, to COUNTY, (Steven E. White, Director of the Department of Public Works and
21 Planning, 2220 Tulare Street, 6th Floor, Fresno, CA 93721), stating that such insurance coverage have been
22 obtained and are in full force; that COUNTY, its officers, agents and employees will not be responsible for
23 any premiums on the policies; that such Commercial General Liability insurance names COUNTY its officers,
24 agents and employees, individually and collectively, as additional insured, but only insofar as the operations
25 under this AGREEMENT are concerned; that such coverage for additional insured shall apply as primary
26 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
27 employees, shall be excess only and not contributing with insurance provided under SUBDIVIDER's policies
28 herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days

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1 advance, written notice given to COUNTY.

2 In the event SUBDIVIDER fails to keep insurance coverage in effect at all times, as herein provided,
3 COUNTY may, in addition to other remedies it may have, suspend or terminate this AGREEMENT upon the
4 occurrence of such event.

5 All policies shall be issued by admitted insurers licensed to do business in the State of California, and
6 such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII
7 or better.

8 11. INSPECTION OF THE WORK.

9 SUBDIVIDER shall guarantee free access to COUNTY through its Director and his designated
10 representative for the safe and convenient inspection of the work throughout its construction. Said
11 COUNTY representative shall have the authority to reject all materials and workmanship which are not in
12 accordance with the plans and specifications, and all such materials and/or work shall be removed
13 promptly by SUBDIVIDER and replaced to the satisfaction of COUNTY without any expense to COUNTY
14 in strict accordance with the improvement plans and specifications.

15 12. ABANDONMENT OF WORK

16 If the work to be done under this contract is abandoned, or if this contract is assigned by
17 SUBDIVIDER without written consent of COUNTY, or if COUNTY through its Director of Public Works and
18 Planning determines that the said work or any part thereof is being unnecessarily or unreasonably delayed
19 or that SUBDIVIDER is willfully violating any of the conditions or covenants of this contract or is executing
20 this contract in bad faith, COUNTY shall have the power to notify SUBDIVIDER to discontinue all work or
21 any part thereof under this contract, and thereupon SUBDIVIDER shall cease to continue the work or such
22 part thereof as COUNTY may designate, and COUNTY shall thereupon have the power to obtain by
23 contract, purchase, rental or otherwise, all labor, equipment, and materials deemed necessary to complete
24 the work and to use such materials as may be found upon the line of such work. SUBDIVIDER and his
25 sureties shall be liable for all expenses incurred by COUNTY for the acquisition and use of such labor,
26 equipment, and materials.

27 13. USE OF STREETS OR IMPROVEMENTS.

28 At all times prior to the final acceptance of the work by COUNTY, the use of any or all streets and

SUBDIVISION ORDINANCE

1 improvements within the work to be performed under this contract shall be at the sole and exclusive risk
2 of SUBDIVIDER. The issuance of any building or occupancy permit by COUNTY for dwellings located
3 within the tract shall not be construed in any manner to constitute a partial or final acceptance or approval
4 of any or all such improvements by COUNTY.

5 SUBDIVIDER agrees that COUNTY Building Officials may withhold the issuance of building or
6 occupancy permits when:

7 A. The work or its progress may substantially and/or detrimentally affect public health and
8 safety, or

9 B. The street and drainage improvements covered under this contract are not performed
10 according to the APPROVED PLANS and specifications.

11 Nothing in this paragraph shall limit the grounds upon which COUNTY may withhold issuance of
12 building or occupancy permits.

13 14. SAFETY DEVICES.

14 SUBDIVIDER shall provide and maintain such guards, watchmen, fences, barriers, regulatory
15 signs, warning lights, and other safety devices adjacent to and on the tract site as may be necessary to
16 prevent accidents to the public and damage to the property. SUBDIVIDER shall furnish, place, and
17 maintain such lights as may be necessary for illuminating the said fences, barriers, signs, and other safety
18 devices. At the end of all work to be performed under this contract, all fences, barriers, regulatory signs,
19 warning lights, and other safety devices (except such safety items as may be shown on the plans and
20 included in the items of work) shall be removed from site of the work by SUBDIVIDER, and the entire site
21 left clean and orderly.

22 15. ACCEPTANCE OF WORK.

23 Upon notice of the completion of all tract work and the delivery of a set of final as-built plans to
24 COUNTY by SUBDIVIDER, COUNTY, through the Director or his designated representative, will proceed
25 to examine the tract work without delay, and, if found to be in accordance with the aforesaid plans and
26 specifications and this contract, will accept the work and will notify SUBDIVIDER or his designated agents
27 in writing of such acceptance.

28 16. WAGE RATE.

SUBDIVISION ORDINANCE

1 SUBDIVIDER acknowledges that the proposed improvements may be deemed a work of public
2 improvement subject to requirements of the California Labor Code, including payment of prevailing wage.
3 To the fullest extent required by law, SUBDIVIDER, his prime contractor, and all subcontractors performing
4 any work on a work of public improvement, as part of the proposed improvements:

5 A. Shall pay all workmen employed by them on said work a salary or wage at least equal to
6 the prevailing salary or wage for the same quality of service rendered to private persons, firms or
7 corporations under similar employment, which salary or wage shall not be less than the general prevailing
8 rate of per diem wages for work of a similar character in the locality in which the work is performed, and
9 not less than the general prevailing rate of per diem wages for legal holidays and overtime work, and
10 which salary or wage shall be not less than the stipulated rates contained in a schedule thereof which has
11 been ascertained and determined by the Director of the Department of Industrial Relations, State of
12 California, and which is now on file with the Public Works and Planning Department and by reference
13 incorporated herein, and made a part herein, and made a part hereof;

14 B. Agree and understand that eight hours labor shall constitute a day's work for any one
15 calendar day on said work, and that no workman employed by them on the work or any part thereof shall
16 be required or permitted to work thereupon more than eight hours in any one calendar day, and forty hours
17 worked in excess of eight hours per day or forty hours per week at a rate not less than one and one half
18 (1-1/2) times his or her regular rate of pay,

19 C. Shall keep an accurate record showing the names and actual hours worked of all workers
20 employed by him on the said work, which record shall be open at all reasonable hours to the inspection
21 of the First Party or its agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of
22 the Department of Industrial Relations, his Deputies or Agents.

23 17. LABOR CODE PENALTIES.

24 SUBDIVIDER shall forfeit to COUNTY, as a penalty, the sum of twenty-five dollars (\$25): (a) for
25 each workman on said work who is required or permitted to labor more than eight hours in any one
26 calendar day or forty hours in any one calendar week in violation of the provisions of Article 3 of Chapter
27 1 of Part 7 of Division 2 of the Labor Code of the State of California; and (b) for each workman on said
28 work employed for each calendar day, or portion thereof, who is paid less than the said stipulated rates

SUBDIVISION ORDINANCE

for work done under this contract in violation of the provisions of Article 2 of Chapter 1 of Part 7 of Division 2 of the Labor Code of the State of California.

18. NOTICES.

The persons and their addresses having authority to give and receive notices under this AGREEMENT include the following:

COUNTY OF FRESNO

SUBDIVIDER

Director of Public Works and Planning

Darius Assemi, CEO, Director

County of Fresno

3B Development, Inc.,

2220 Tulare Street, 6th Floor

a California Corporation

Fresno, CA 93721

1396 W. Herndon Avenue

Fresno, CA 93711

All notices between COUNTY and SUBDIVIDER provided for or permitted under this AGREEMENT must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission.

For all claims arising out of or related to this AGREEMENT, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

19. GOVERNING LAW.

SUBDIVISION ORDINANCE

Venue for any action arising out of or related to this AGREEMENT shall only be in Fresno County, California. The rights and obligations of the Parties and all interpretation and performance of this AGREEMENT shall be governed in all respects by the laws of the State of California.

20. SEVERABILITY.

In the event any provisions of this AGREEMENT are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties will use their best efforts to meet and confer to determine how to mutually amend such provisions with valid and enforceable provisions, and the remaining provisions of this AGREEMENT will nevertheless continue in full force and effect without being impaired or invalidated in any way.

21. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES.

The headings of the sections and paragraphs of this AGREEMENT are for convenience only and shall not be used to interpret this AGREEMENT. This AGREEMENT is the product of negotiation between the Parties. The language of this AGREEMENT shall be construed as a whole according to its fair meaning and not strictly for or against any Party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this AGREEMENT.

All references in this AGREEMENT to statutes, regulations, ordinances or resolutions of the United States, the State of California, or COUNTY shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject. Any word or phrase requiring interpretation shall be interpreted in a manner consistent with the spirit and intent of the Subdivision Map Act and the Subdivision Ordinance of the County of Fresno.

22. LEGAL AUTHORITY.

Each individual executing or attesting this AGREEMENT hereby covenants, warrants, and represents to the other Party:

A. That he or she is duly authorized to execute and deliver this AGREEMENT on behalf of his or her respective Party in accordance with the following: for SUBDIVIDER, its articles of incorporation and corporate bylaws; and for COUNTY, its governing legal authority;

B. That this AGREEMENT is binding upon his or her respective Party; and

SUBDIVISION ORDINANCE

1 C. That his or her respective Party is duly organized and legally existing in good standing in
2 the State of California.

3 23. BINDING EFFECT.

4 This AGREEMENT shall be binding upon, and inure to the benefit of, the successors and assigns
5 of the Parties.

6 24. NO THIRD-PARTY BENEFICIARIES

7 Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no
8 other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this
9 AGREEMENT.

10 25. COUNTERPARTS.

11 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed
12 to be an original, and all of which taken together shall constitute one and the same instrument.

13 26. ENTIRE AGREEMENT.

14 This AGREEMENT constitutes the entire AGREEMENT between SUBDIVIDER and COUNTY with
15 respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals,
16 commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless
17 expressly included in this AGREEMENT.

18 27. INDEPENDENT CAPACITY.

19 This AGREEMENT is not intended to and will not be construed to create the relationship of
20 principal-agent, master-servant, employer-employee, partnership, joint venture or association between
21 the COUNTY and the SUBDIVIDER; neither Party is an officer of the other. Each of the Parties to this
22 AGREEMENT, their respective officers, agents and employees, in the performance of this AGREEMENT
23 shall act in an independent capacity, as independent contractors, between each other.

24 (Signature page follows.)
25
26
27
28

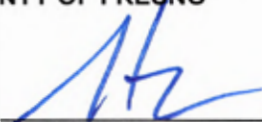
SUBDIVISION ORDINANCE

1 IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the date set forth
2 above.

3
4 **SUBDIVIDER AND/OR CONSULTANT**

COUNTY OF FRESNO

5
6 
7 (Authorized Signature)


Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

8 Darius Assemi, CEO

9 Print Name and Title

10 1394 W. Herndon Ave, Ste 101

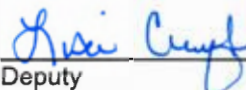
11 Mailing Address

12 Fresno, Ca 93711

13 City, State, and Zip Code

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

14 By 
15 Deputy

16
17
18
19
20 **FOR ACCOUNTING USE ONLY:**

21 **ORG: 43600200**

22 **FUND: 0001**

23 **SUBCLASS: 10000**

24 **ACCOUNT: 4910**

25 **ACTIVITY: 1324**
26
27
28

SUBDIVISION ORDINANCE

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

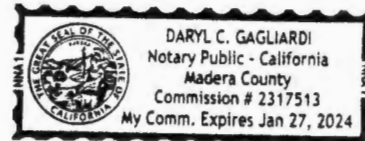
On November 8, 2021, before me, Daryl C. Gagliardi, a notary public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



FACILITY & DEVELOPMENT FEES

PUNCH LIST

PUNCH LIST

Tract 6189 On-Site Subdivision Improvement

Punch List To Be Completed

12-23-2024

- 1) Sidewalks are only completed for 25 residences approximately (133 lots total) = 18.79% completed. Need Engineers current estimate of remaining cost of construction for the remaining 81.21%
- 2) Driveway approaches are only completed for 25 out of 133 lots approximately = 18.79 % completed. Need Engineers current estimate of remaining cost of construction for the remaining 81.21%
- 3) Return ADA ramps are only 8 completed out of the 26 estimated 31% completed. Need Engineers current estimate of remaining cost of construction for the remaining 18 ADA approaches.
- 4) Handicap ADA sidewalk ramps (18), are incomplete and glue bubble mats (Truncated Domes), are missing on four of several locations and need to be installed.
- 5) Block walls are approximately 60% complete. leaves approximately 40% incomplete of engineers estimate. **\$329,250.00**
- 6) Domestic water, Air vacs (AV) bollards need to be painted blue at: (Engineers estimate requested).
 - a. AV bollards at lot 20 off Deerbrush & Zinnia Lane.
 - b. AV bollards off the north side of Lakeridge & Goldfinch Lane intersection in ROW.
 - c. Av bollards at lot 118 off the intersection of Gloriosa & Goldfinch Lane.
 - d. AV bollards at lot 87 @ Goldfinch & Desert Willow Lane.
- 7) Eclipse 88 water test station (WSS) bollards need to be painted blur at: (Engineers estimate requested).
 - a. Outlot A on Zinnia Lane.
 - b. Lot 108/109 off Gloriosa Lane.
 - c. North side of Lakeridge & Goldfinch Lane intersection in ROW.
 - d. WSS bollards at the north side of Lakeridge & Goldfinch Lane intersection in ROW.
 - e. WSS bollards at lot 86 off Goldfinch Lane.
 - f. WSS bollards at lot 48 off Desert Willow Lane.
- 8) Reclaim water, Air vac (AV) bollards need to be painted Purple at the north side of Lakeridge & Goldfinch Lane intersection in ROW. (Engineers Estimate Requested).
- 9) Replace the broken concrete traffic lid for the blow off at lot 69 at the end of the Hazlewood Lane cul-d-sac. (Engineers Estimate Requested).
- 10) Water meter concrete box is damaged and needs replacing at lot 41 off the intersection of Sandhill & Deerbrush Lanes. (Engineers Estimate Requested). **\$2,500.00**
- 11) Curb & Gutters have been undermined or dirt removed from winter rains throughout the subdivision that will need to be replaced or repaired. TBD with walk through. (Engineers Estimate Requested).
- 12) The south end of the roadway of Zinnia Lane, asphalt, blow off and curb and gutter has been washed out and damaged that may need removal and replacement. TBD upon walk through with contractor. (Engineers Estimate Requested). **\$1,000.00**
- 13) Barricade is not installed at the end of the Zinnia Lane roadway and Gooseberry, as per detail on the plan. Can be installed upon completion of the repairs. **\$2,400.00**

PUNCH LIST

- 14) Grading throughout the ROW of the sub-division needs to be completed as identified on the detail sheet #5 of the approved subdivision plans. As follows:
- a. The north side of the Lakeridge ROW swale/ditch from tract 4968 to Morningside where the OMPI drain was constructed. Complete with cobble riprap as noted on the plans and detail specifications.
 - b. The south end of the Zinnia Lane roadway, along the east sides next to each lot just south & North of Gloriosa, substantial dirt needs removal for sidewalks and slope requirements. Slopes cannot exceed the 2:1 requirement.
 - c. The entire east side of the Goldfinch roadway, that ties into the pre-posed T6226 swale needs to be re-defined. (Cut to line & Grade).
 - d. The Outlot-B, ROW off Gloriosa Lane.
 - e. Other identifiable within the areas where the other 25 houses are built. TBD at walk through with developer.
 - f. Engineers Estimate Received from Giannetta Engineering. **\$70,000.00**
- 15) ALL Trash and debris on all 133 lots and ROWs to include:
- a. The Trash boxes throughout the Tract.
 - b. Removal of trash metal containers, piping, bags of concrete etc... at lot 117.
 - c. Removal of wash out tubs full of concrete and trash boxes along lots 76, 77, and 78.
 - d. Other construction materials stored on various lots, please explain the intent of use.
 - e. Engineers Estimate Received from Giannetta Engineering.
- 16) The master reduction pressure reduction stations (required because of the high pressure), were eliminated and the extended pipe above ground at lot 19 needs to be capped below future sidewalk elevation and completed with a G5 water valve box. Due to the water system being a circulation system the street PRV stations were eliminated, and each residence require two PRV valves in concrete water meter boxes complete with pressure gages, checks and isolation valves. PRV valves to be located on the property side of each lot. Engineers estimate requested. **\$54,000.00**
- 17) Landscaping along the Lakeridge ROW has not begun and shall be completed as identified on the approved landscape plans submitted and approved by Wood Architecture. (Request separate current landscape estimate from Wood Architecture firm). **\$219,000.00**
- 18) Street fog sealing throughout the Tract needs to be completed. **\$15,519.00**
- 19) Striping and street signage is needed for Lakeridge as noted on the T6189 approved plans, sheet 23. (Engineers Estimate Requested).
- 20) Install blue street reflectors in street (offset 6" from center) at all fire hydrants. (two reflectors are required if fire hydrant is within 50' of intersection).
- 21) Paint curb (RED), in front of each fire hydrant (15' OC).
- 22) Facility & Development fees owed payment TBD.
- 23) All Conditions of approval for T6189 are required prior to final and the responsibility of the Developer to review the conditions and comply with all required items. (Engineers Estimates in process).
- 24) The on-going maintenance agreement must be obtained from the contractor and the sole responsibility of the Developer to provide the County with this agreement for all affiliated maintenance along with maintaining the SWPPP plans and requirements throughout winter rains and until future development for other lots including but not limited to partial acceptance of T6189.
- 25) Other considerations to be detailed are the associated storm drain easements and covenants of on-going maintenance/ cleaning and storm drain operations including the assignability of obligations to future landowner. (Engineers Estimate Requested).
- 26) AS-build drawings required upon completion of work and prior to acceptance of any improvement, including partial acceptance, to enter warrant periods.

***** Received the revised engineers estimate from Giannetta Engineering.

PUNCH LIST

Tract 6189 Off-Site Subdivision Improvement

Punch List To Be Completed

- 1) The “temporary” #1 storm water retention pond requires fencing. Confirmation is needed by a surveyor to confirm the location and construction as located on the approved T6189 Plans sheet 3B. Martin Quern, Granville supervisor at the time of construction was advised when he laid it out. It was requested to be surveyed and staked prior to construction however was never constructed as requested or as per approved plans. The requirement as it exists is to have fencing, slopes, riprap etc. Due to the elevation, I don’t believe there will be positive flow from the Tract through the channel then into the pond to obtain only 18” of depth for holding storm water. Temporary Pond #1 to be fenced as noted on the approved plans. (Engineers Estimate Obtained). **\$20,200.00**
- 2) The storm drain channel that continues from the south end of the Zinnia Lane roadway, to pond #1 must be cleaned out and re-graded as per plans with a positive flow to avoid standing water in the temporary channel. (Engineers Estimate Requested). **\$53,000.00**
- 3) The “temporary” pond #2 at the south end of the Goldfinch roadway may have to be certified with abandoned and tied into the re-located T4934 pond basin is identified as per plans. Please investigate and inform the County of intent.
- 4) Obtain legal easements for all drainage from T6189 to master stormwater pond.
- 5) The on-going maintenance agreement must be obtained from the contractor and the sole responsibility of the Developer to provide the County with this agreement for all affiliated storm water ponds until future development including the SWPPP requirements until further building of lots continue. Easements and covenants of on-going maintenance/ cleaning and storm drain operations including the assignability of responsibility to future Owner if property. (Engineers Estimate Requested). (Engineers Estimate Requested).
- 6) AS-build drawings required upon completion of work and prior to acceptance of any improvement, including partial acceptance, to enter warrant periods.
- 7) Approved plans and installation of off-site spray field as noted in the conditions of approval for T6189 including but not limited to operations, manual and management obligations received by VICE Engineering.
***** The temporary trial spray field is for evaluation purposes only.

PUNCH LIST

Tract 6189 Off-Site Morningside Improvement

Punch List To Be Completed

- 1) Morningside construction including the tie into the intersection at Millerton Road including the acceleration and deceleration lanes, was believed to be required by CalFire for circulation and emergency traffic for this project. Confirmation is requested by CalFire District. (item 10?)
- 2) Street center line monuments, to be installed when the subdivision map for Morningside is recorded. **\$5,000.00**
- 3) Fog sealing. **\$3,458.10**
- 4) Street striping and signage as noted on the approved Morningside /T6189 striping plan. **\$15,000.00**
- 5) Install blue street reflectors in street (offset 6" from center) at all fire hydrants. (two reflectors are required if fire hydrant is within 50' of intersection).
- 6) Paint curbs (RED), in front of each fire hydrant (15' OC).
- 7) Landscaping as identified on the approved landscape plans may be deferred to future sub-division Tracts are constructed. (No Engineers Estimate is Requested).
- 8) The north end of Morningside roadway is not completed following items needed as follow:
 - a. The recessed curb/concrete, median landing will need to be completed prior to the roadway being tied into the intersection of Millerton Road intersection. This is where the CalFire exit will be identified.
 - b. Curb and gutter not incomplete to the ROW off Millerton Road. Construction must include the openings for the ingress & egress for the CalFire driveway along the west side of the Morningside roadway. **\$32,188.00**
- 9) The Morningside roadway was stopped at station 632.24 along the east side and west side of the median island. Must be completed to comply with CalFire plans for ingress and egress along Morningside. **\$8,896.00**
- 10) The intersection of Morningside & Millerton Road, including the acceleration and deceleration lanes for the entrance into and exit onto Morningside must be completed with sub grade, AB and AC construction. **\$197,109.01**
- 11) The grading of the slopes along each side of the Morningside roadway needs to be graded as per approved subdivision plans. **\$23,000.00**
- 12) All off-street valve stems, eclipse 88 water test station, air vacs including valve boxes need to be installed as noted on the approved plan. (Engineers Estimate Requested). **\$14,100.00**
- 13) Five-foot Sidewalks need to be constructed along west side of Morningside roadway. **\$45,066.00**
- 14) One streetlight south of Lakeridge on the east side of Morningside is not installed but is shown on the plans. Required with the approved engineer's plan. **\$4,200.00**
- 15) The roadway entrance, curb returns and valley gutter at station 32+57 on the west side of Morningside needs to be constructed. **\$10,000.00**
- 16) landscaping along Morningside may be differed till future Tract development occurs.

PUNCH LIST

- 17) The drain/OMPI located in the northeast corner of Lakeridge & Morningside needs to be elevated to a higher elevation to compensate for the future sidewalk and slope drainage from the embankment/ROW and also accommodate for the lower drainage swale to the east that drains the north topography water shed along with the Lakeridge water from the roadway. Recommend that the engineer of record evaluate and provide a workable solution to accommodate safety and lower drainage of the swale to the east. (Engineers Estimate Requested). **\$15,000.00**
 - 18) Barricade needs to be installed at the south end of the Morningside roadway. **\$1,500.00**
 - 19) All trash and debris cleaned up along Morningside roadway and temporary trash stock pile locations. **\$2,500.00**
 - 20) The CMP drainpipe that was installed from the northeast corner of Lakeridge & Morningside to the southeast corner of Lakeridge and Morningside discharges water to a location that needs to be evaluated by the engineer of record to determine a workable solution for safety, slope, drainage capability and compensate for the future sidewalk and embankment of the ROW. Waiting for revised plans to review corrections from Precision Engineer? (Engineers Estimate Requested). **\$10,000.00**
 - 21) The culverts crossing Morningside at approximate station 44+33 need the grading of the slopes completed on each side of the roadway and have the rip-rap installed. (Engineers Estimate Requested). **\$5,000.00**
 - 22) All changes/modifications from the approved plans and specifications must be submitted to the County in writing, evaluated and approved prior to the work to begin. **\$15,000.00**
 - 23) AS-build drawings required upon completion of work and prior to acceptance of any improvement, including partial acceptance if option is granted to enter warrant periods. **\$12,500.00**
- ***** Precision engineering has submitted the engineers estimate.

COST ESTIMATES

COST ESTIMATE

GIANNETTA

GARY G. GIANNETTA
CONSULTING CIVIL ENGINEER
1119 "S" STREET
FRESNO, CA 93721
(559) 264-3590

COST ESTIMATE TRACT 6189 REMAINING IMPROVEMENTS

December 19, 2024

ITEM DESCRIPTION	QUANTITY	\$ UNIT COST	\$ EXTENSION
<u>STREET CONSTRUCTION</u>			
1. Lakeridge Swale Grading and Rip Rap		Lump Sum	\$ 45,000.00
2. Goldfinch Swale Grading		Lump Sum	25,000.00
3. Zinna Curb and Gutter Backfill		Lump Sum	1,000.00
4. Sidewalk	38,375 SF	6.00	230,250.00
5. Drive Approach	108 Ea	600.00	64,800.00
6. Return w/ramp	18 Ea	1,900.00	34,200.00
7. Fog Seal	258,650 SF	0.06	15,519.00
8. Truncated Domes	4 Ea	400.00	1,600.00
TOTAL STREET CONSTRUCTION			\$ 417,369.00
<u>STORM DRAIN CONSTRUCTION</u>			
1. Retention Basin Fence	1,010 LF	20.00	\$ 20,200.00
2. Drainage Channel Grading and Rip Rap		Lump Sum	53,000.00
TOTAL STORM DRAIN CONSTRUCTION			\$ 73,200.00
<u>MISCELLANEOUS CONSTRUCTION</u>			
1. 6'-8" Block Wall	716 LF	85.00	\$ 60,860.00
2. Timber Barricade	2 Ea	1,200.00	2,400.00
3. Landscape and Irrigation		Lump Sum	219,000.00
4. Water Meter and PRV	108 Ea	500.00	54,000.00
4. Water Facilities (Bollard Painting/Damaged Boxes, Etc.)		Lump Sum	2,500.00
TOTAL MISCELLANEOUS CONSTRUCTION			\$ 338,760.00

SUMMARY

STREET CONSTRUCTION	\$ 417,369.00
STORM DRAIN CONSTRUCTION	\$ 73,200.00
MISCELLANEOUS CONSTRUCTION	\$ 338,760.00
TOTAL CHARGES	\$ 829,329.00

* There would be additional costs if the County had to outsource completion of the project.

COST ESTIMATE

PRECISION



1234 O Street
Fresno, CA 93721
(559) 449-4500

Engineer's Opinion of Probable Cost

November 13, 2024

Tract 6189 Off-site Improvement Cost

Morningside Improvement Punch List - To Be Completed

1	Street center line monuments for Morningside Way	5	ea	\$ 1,000.00	\$ 5,000.00
2	Fog sealing	34581	sf	\$ 0.10	\$ 3,458.10
3	Signage and Striping for Morningside per plan	1	ls	\$ 15,000.00	\$ 15,000.00
4	a) North Morningside recessed curb/concrete (median landing) to be	1156	sf	\$ 8.00	\$ 9,248.00
	b) North Morningside curb and gutter	1147	lf	\$ 20.00	\$ 22,940.00
5	Median island to be complete	1112	sf	\$ 8.00	\$ 8,896.00
6	a) 4" Asphalt Pavement (Millerton Road)	865	tons	\$ 110.00	\$ 95,097.75
	b) 4" Aggregate Base Rock (Millerton Road)	865	tons	\$ 55.00	\$ 47,548.88
7	6" Asphalt Pavement (Morningside Way)	495	tons	\$ 110.00	\$ 54,462.38
8	Grading slope along both side of Morningside per plan	500	cy	\$ 6.00	\$ 3,000.00
9	a) Off street valve stem	2	ea	\$ 800.00	\$ 1,600.00
	b) Eclipse 88 Water Test Station	2	ea	\$ 5,000.00	\$ 10,000.00
	c) Air vacs W/ valves boxes	1	ea	\$ 2,500.00	\$ 2,500.00
10	5' concrete sidewalk alongside Morningside(Westtside only) need to be constr	7511	sf	\$ 6.00	\$ 45,066.00
11	Single street Light S/o Lakeridge & E/o Morningside not yet installed per plans	1	ea	\$ 4,200.00	\$ 4,200.00
12	Elevate drain/OMPI located on NE/ corner of Lakeridge & Morningside	1	ls	\$ 10,000.00	\$ 10,000.00
13	Drainpipe on NE/corner of Lakeridge & Morningside and revision	1	ls	\$ 15,000.00	\$ 15,000.00
14	Enginnering for required Revisions	1	ls	\$ 15,000.00	\$ 15,000.00
15	As-buid drawings required upon completion of works & changes	1	ls	\$ 12,500.00	\$ 12,500.00
16	Extend and clean up culvert crossings	1	ls	\$ 5,000.00	\$ 5,000.00
17	Clearing of debris and deweeding	1	ls	\$ 2,500.00	\$ 2,500.00
18	Timber barricade on south end of Morningside Way	1	ls	\$ 1,500.00	\$ 1,500.00
19	Rough grading along Millington Rd	1	ls	\$ 20,000.00	\$ 20,000.00
20	Lakeridge Drive Valley Gutter and Ramps	1	ls	\$ 10,000.00	\$ 10,000.00
				PUNCH LIST TOTAL COST	\$ 419,517

- 1 Unit prices are based on best available information at time of estimate.
- 2 Costs need to be verified at time of construction by formal bid.
- 3 Some of the unit prices for revisions assume discussed solutions are accepted
- 4 Assumes fog seal has been applied to installed asphalt
- 5 Cost estimate does not include any inspection fees and or reimbursements
- 6 Included items based on provided punch list provided by the County of Fresno



PRELIMINARY TITLE

PRELIMINARY TITLE

ORDER NO. : 1421004134

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:

Lots 1 through 55, 65, 67, 73, 76 through 83 and 89 through 133, Outlot C, and Remainder, as per Map of Tract 6189 filed for record December 22, 2021 in Book 91, at Pages 73 through 74, Fresno County Records.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbons and kindred substances lying below a depth of 500 feet, but without the right of surface entry, as granted to Carlsberg Resources Corporation, a California corporation, by Deed recorded October 30, 1970, in Book 5832, Page 371 of Official Records, Instrument No. 76311.

APN: 300-700-01s through -20s, 300-700-26s through -70s, 300-690-01s through -39s, -49s, -51s, -57s, -60s through -63s

PRELIMINARY TITLE



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

PRELIMINARY REPORT

Our Order Number 1421004134-LR

THE ASSEMI GROUP, INC.

Attention: CHRISTINE LINGENFELTER-RANSOM

When Replying Please Contact:

Laura Roberts
LauraR@ortc.com
(559) 440-9249

Property Address:

Various Lots of Tract 6189, Friant, CA 93626
[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 February 27, 2025, at 8:00 AM

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

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421004134-LR

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

CLTA Standard Coverage Owner's Policy of Title Insurance - 2022; AND CLTA Standard Coverage Loan Policy of Title Insurance - 2022. 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:

3B Development, Inc., a California corporation

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:

Lots 1 through 55, 65, 67, 73, 76 through 83 and 89 through 133, Outlot C, and Remainder, as per Map of Tract 6189 filed for record December 22, 2021 in [Book 91, at Pages 73 through 74](#), Fresno County Records.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbons and kindred substances lying below a depth of 500 feet, but without the right of surface entry, as granted to Carlsberg Resources Corporation, a California corporation, by Deed recorded [October 30, 1970, in Book 5832, Page 371 of Official Records, Instrument No. 76311](#).

APN: 300-700-01s through -20s, 300-700-26s through -70s, 300-690-01s through -39s, -49s, -51s, -57s, -60s through -63s

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 2024 - 2025, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, which are a lien, whether due, payable, delinquent or otherwise.

NOTE: An examination of these matters is being done. Upon completion, we will supplement our report accordingly.

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. 1421004134-LR

4. The herein described property lying within the proposed boundaries of a Community Facilities District, as follows:

District No : Annexation Territory No. 10A of Community Facilities District No. 2006-01
For : Police Protection Services
Disclosed By : Amendment Notice of Special Tax Lien
Recorded : June 5, 2019 in Official Records under Recorder's Serial Number [2019-0059435](#)

Further information may be obtained by contacting:

5. The herein described property lying within the proposed boundaries of a Community Facilities District, as follows:

District No : Community Facilities District No. 2010-01
For : Fire Protection District
Disclosed By : Notice of Special Tax Lien
Recorded : July 22, 2010 in Official Records under Recorder's Serial Number [2010-0093596](#)

Further information may be obtained by contacting:

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 : Public Utility Easement
Affects : The Front 10 Feet of Each Lot

For : Relinquishment of Direct Access
Affects : Along Lakeridge Drive

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1421004134-LR

7. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin 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.

Entitled : Declaration Of Covenants, Conditions, And Restrictions
And Notice Of Certain Matters For
Granville At Millerton (Tract No. 6189)
Executed by : Granville Homes, Inc.
Dated : November 4, 2021
Recorded : November 5, 2021 in Official Records under Recorder's Serial Number
[2021-0184537](#)

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

Entitled : Golden Hills School District Elementary School Impact Fee Agreement
Executed By : Golden Hills School District, and Millerton New Town Development
Company
Dated : September 11, 1991
Recorded : July 10, 1992 in Official Records under Recorder's Serial Number
[92097115](#)

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

Instrument : Easement Deed
Granted To : Pacific Gas and Electric Company
For : public utilities
Recorded : December 5, 2018 in Official Records under Recorder's Serial Number
[2018-0145315](#)
Affects : poriton of said land as therein described

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

Entitled : Creation of Lien and Secured Agreement to Defer School Impact Fees
between Owner, as Developer and Clovis Unified School District
Recorded : [September 27, 2023 in Official Records under Recorder's Serial
Number 2023-0090302](#)

Affects Lots 36-55 and 76-83

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421004134-LR

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

Amount : \$11,743,838.00
Trustor/Borrower : 3B Development, Inc., a California corporation
Trustee : TRSTE, Inc., a Virginia corporation
Beneficiary/Lender : Wells Fargo Bank, National Association, its successors and/or assigns
Recorded : November 30, 2022 in Official Records under Recorder's Serial Number [2022-0144059](#)
Loan No. : 1017670

Matters as contained or referred to in an instrument,

Entitled : Fictitious Deed of Trust
Recorded : October 30, 2017 in Official Records under Recorder's Serial Number [2017-0140767](#)

----- 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 & 2.3.
- 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 a single family residence known as Various Lots of Tract No. 6189, Fresno, CA 93626.

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

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421004134-LR

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

Instrument

Entitled : Grant Deed
By/From : Grantor Real Estate Investments, LLC, a California limited liability company
To : 3B Development, Inc., a California corporation
Recorded : [July 20, 2017 in Official Records under Recorder's Serial Number 2017-0090161](#)

PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1421004134-LR

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 OWNER'S POLICY OF TITLE INSURANCE – 2022

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

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.

PRELIMINARY TITLE

2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

PRELIMINARY TITLE

Exhibit I

CALIFORNIA LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE – 2022

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. 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 consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PRELIMINARY TITLE

PART IA

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART IB

(Insert specific Schedule B Part I exceptions here)

PART II

Covered Risk 10 insures against loss or damage sustained by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the matters listed in Part II, subject to the terms and conditions of any subordination provision in a matter listed in Part II:

(Insert Schedule B Part II exceptions, if any, here)

PRELIMINARY TITLE

Updated 1/1/2025



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?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
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., and Mississippi Valley Title Services Company

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.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title 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 Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company
Old Republic Title Company of Conroe	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 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.	Trident Land Transfer Company, LLC		

PRELIMINARY TITLE

Updated: January 1, 2025

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 or lawfully obtained, truthful information that is a matter of public concern, 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 to whom the information has been disclosed, if any.

Category	Examples	Sources	Business Purpose for Collection	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or	Service providers associated with the transaction for a business

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	identifier, Internet protocol address, email address, account name, social security number, driver's license number, passport number or other similar identifiers Social security number, driver's license number, passport number are collected	Title Agents associated with the transaction	complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	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	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

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	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. Social security number, driver's license number or state identification card number, passport number, bank account number, citizenship, immigration status are collected			
Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other	Service providers associated with the transaction for a business purpose

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	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). Marital status, sex, physical disability, citizenship is collected	associated with the transaction	audit or operational purposes.	
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	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,	Not Disclosed

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			protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
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What Personal Information We Disclose and Why We Disclose It

The CCPA requires us to tell you what categories of personal information we “sell”, “share” 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. We do not share your personal information as that term is defined in the CCPA. When it is necessary for a business purpose, we may disclose your personal information with a service provider or contractor, and we enter into a contract with the service provider or contractor 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 (Including social security number, driver's license number,	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	Service providers associated with the transaction for a business purpose

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and passport number)		malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e)) (Including Social security number, driver's license number or state identification card number, passport number, bank account number, citizenship, and immigration status)	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
Characteristics of protected classifications under California or federal law (Including marital status, sex, citizenship, and physical disability)	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	Browsing history, search history, information about a consumer's interaction with a	To provide access to certain online services. To	Not Disclosed

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network activity	website, application, or advertisement.	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.	
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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.

Our Retention of Your Personal Information

The length of time that we retain personal information largely depends upon the purpose for which the information was collected rather than the category of the information as set forth in this Notice. When establishing retention periods, we consider applicable statutes of limitation and legal and regulatory requirements and guidelines. Personal information is generally retained for periods of time that permit the company to meet its legal and regulatory obligations.

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, the purposes for which the categories of personal information will be used, and whether that information is sold or shared.
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 categories of sources for the personal information we collected about you, 3) our business or commercial purpose for collecting, selling or sharing your personal information, 4) the categories of third parties to whom we disclose your personal information, 5) the specific pieces of information we have collected about you, 6) the categories of personal

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	information disclosed about you for a business purpose and the categories of persons to whom your personal information was disclosed for a business purpose, and 7) if we sold or shared personal information, the categories of personal information sold or shared and the categories of third parties to whom it was sold or shared.
Deletion	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 and contractors 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: • 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. • Help to ensure security and integrity to the extent the use of your personal information is reasonably necessary and proportionate to that purpose. Debug 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 that conforms or adheres to all other applicable ethics and privacy laws, when the information's deletion is likely to render impossible or seriously impair the research's completion, if you previously provided informed consent. • Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us and compatible with the context in which you provided the information. • Comply with a legal obligation. • Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)
Correct	You have the right to request that we correct inaccurate personal information about you, taking into account the nature of the personal information and the purposes of the processing of the personal information. After we receive and verify your request, we will use commercially reasonable efforts to correct the inaccurate personal information as directed by you.
Opt-Out of Sale or Sharing	With some limitations, you may direct a business that sells or shares personal information to third parties not to sell or share the personal information to these third parties. A business may not sell or share 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.

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Opt-In to Sale or Sharing	
Limit Use of Sensitive Personal Information	You may direct a business to limit the use of your sensitive personal information to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services and certain other limited uses as described in the CCPA and applicable regulations.
Non-Discrimination	We will not discriminate against you for exercising your rights under the CCPA. Unless otherwise permitted by the CCPA we will not: • 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

To Exercise Your Rights

To Opt-out of the Sale or Sharing of Your Personal Information

The CCPA gives consumers the right to direct a business that sells or shares personal information about the consumer to third parties not to sell or share 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. We do not share your personal information as that term is defined in the CCPA.

To Limit the Use of Sensitive Personal Information

The CCPA gives consumers the right to direct a business to limit the use of the consumer's sensitive personal information to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services and certain other limited uses as described in the CCPA and applicable regulations. We do not use or disclose sensitive personal information for purposes other than those purposes specified in Section 7027, subsection (m) of the California Consumer Privacy Act Regulations. If we begin using or disclosing your sensitive personal information outside of those purposes, then we will provide you with the option to limit our use or disclosure through a clear and conspicuous link on our internet homepage.

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To Request Access to, Correction or Deletion of Your Personal Information

To exercise your access, correction 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 <https://ccpa.oldrepublictitle.com/> .

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 or send your written request to: CCPA@oldrepublictitle.com, 1-855-557-8437, or 3000 Bayport Drive, Suite 1000 Tampa FL 33707

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300-69

Tax Rate Area
076-094

SUBDIVIDED LAND IN POR. SEC 16, T. 11 S., R. 21 E., M.D.B. & M.

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.



Assessor's Map Bk. 300 Pg. 69
County of Fresno, Calif.

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

SOLD LOTS
NOT SOLD

Tract No. 6189- Plat Bk. 91, Pgs. 73 & 74

1/11/2022

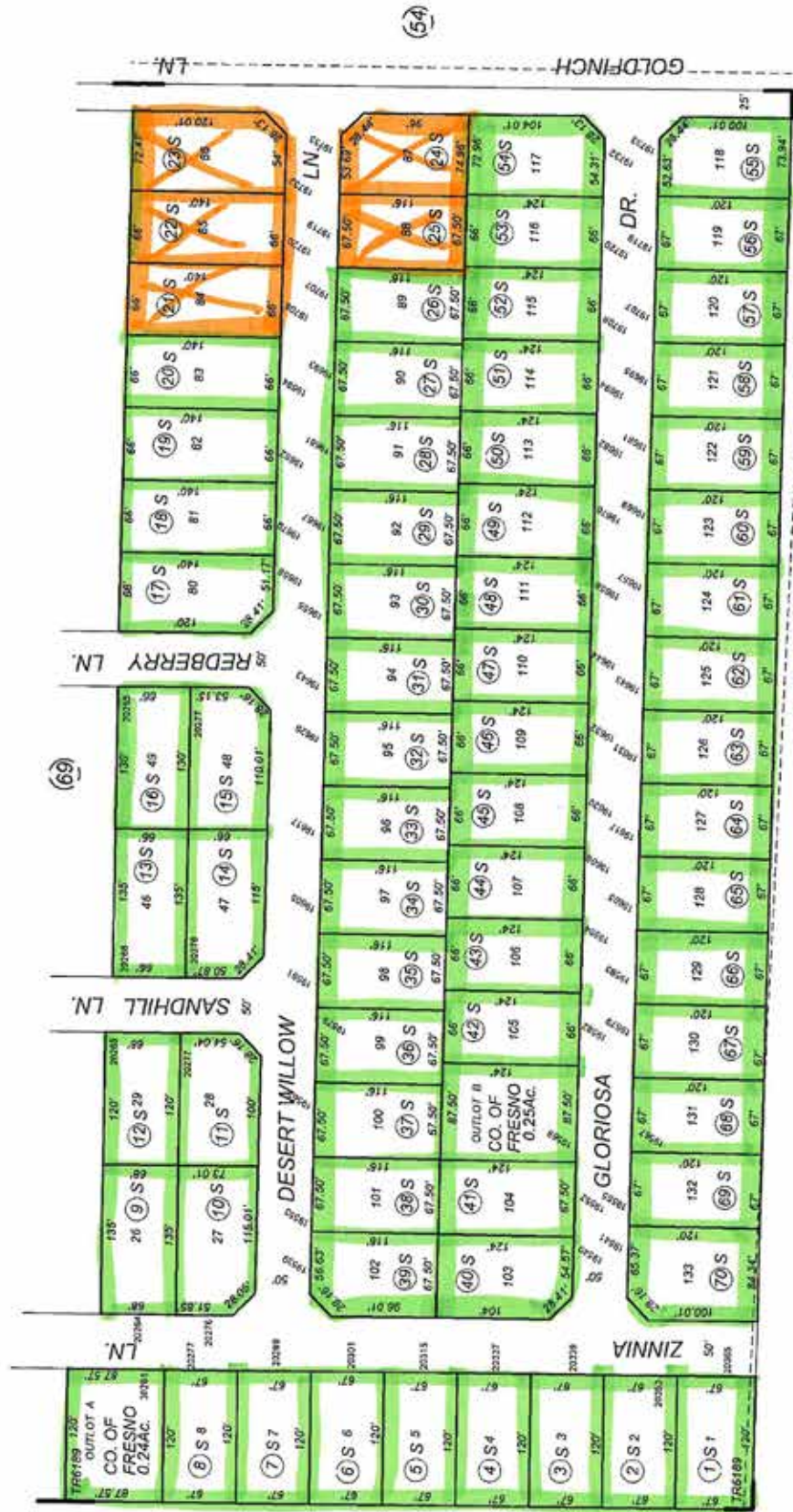
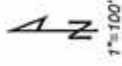
PRELIMINARY TITLE

300-70

Tax Rate Area
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SUBDIVIDED LAND IN POR. SEC 16, T. 11 S., R. 21 E., M.D.B. & M.

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(54)

Tract No. 6189 - Plat Bk. 91, Pgs. 73 & 74

Assessor's Map Bk. 300 Pg. 70
County of Fresno, Calif.

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

SOLD LOTS
NOT SOLD

PROPERTY PHOTOS











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