Cover page for:

Preliminary Title Evidence
(with copies of recorded exception documents) *

Re:

July 31, 2025 sealed bid auction to be conducted by Schrader Real Estate and Auction Company, Inc. on behalf of 3B Development, Inc., with respect to certain vacant Lots of Tract No. 6189 in Fresno County, California.

(Notwithstanding the legal description provided in the Preliminary Report, the Auction Property does not include Lots 65, 67 and 73 of Tract No. 6189.)

Contents:

a. **Preliminary Report prepared by Old Republic Title Company, dated February 7, 2025 and identified by reference to Order No. 1421004134-LR.**

b. Map of Tract 6189 filed for record December 22, 2021 in Book 91, at Pages 73 through 74, Fresno County Records. ***(See legal description; Exception #6)***

c. Corporation Grant Deed conveying certain minerals to Carlsberg Resources Corp., rec. October 30, 1970, in Book 5832, Page 371 of Official Records, Instrument No. 76311. ***(See Legal Description)***

d. Amendment to Notice of Special Tax Lien, Annexation Territory No. 10A of Community Facilities District No. 2006-01 (Police Protection Services), County of Fresno, recorded June 5, 2019 in Official Records under Recorder's Serial Number 2019-0059435. ***(See Exception #4)***

e. Notice of Special Tax Lien, Community Facilities District No. 2010-01 of the Fresno County Fire Protection District, recorded on July 22, 2010 in Official Records under Recorder's Serial Number 2010-0093596. ***(See Exception #5)***

f. Declaration of Covenants, Conditions, and Restrictions and Notice of Certain Matters for Granville at Millerton (Tract No. 6189), recorded on November 5, 2021 in Official Records under Recorder's Serial Number 2021-0184537. ***(See Exception #7)***

g. Golden Hills School District Elementary School Impact Fee Agreement, recorded July 10, 1992 in Official Records under Recorder's Serial Number 92097115. ***(See Exception #8)***

h. Easement Deed granted to Pacific Gas and Electric for public utility purposes, recorded December 5, 2018 in Official Records under Recorder's Serial Number 2018-0145315. ***(See Exception #9)***

i. 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. ***(See Exception #10)***

j. Grant Deed from Real Estate Investments, LLC to 3B Development, Inc., recorded on July 20, 2017 in Official Records under Recorder's Serial Number 2017-0090161. ***(Note C)***

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* Exception #11 refers to a Fictitious Deed of Trust (aka Master Deed of Trust) recorded on October 30, 2017 as #2017-0140767, and a Supplemental Deed of Trust recorded on November 30, 2022 as #2022-0144059. Any title exception for these documents is to be *removed at closing*. Therefore, copies of these documents are not included here.

OLD REPUBLIC
TITLE COMPANY

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

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.

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

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

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	:	Ficticious 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

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 Califronia limited liability company
To	:	3B Development, Inc., a California corporation
Recorded	:	July 20, 2017 in Official Records under Recorder's Serial Number 2017-0090161

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

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

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

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 }

ON November 12, 2021, BEFORE ME, Rebecca K. Wharton, Notary Public 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

SIGNATURE Rebecca K. Wharton

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 }

ON November 12, 2021, BEFORE ME, Rebecca K. Wharton, Notary Public PERSONALLY APPEARED Jenny D. Saubert, 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

SIGNATURE Rebecca K. Wharton

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) 264-3590

LEGAL DESCRIPTION:

PARCEL 3 AND PARCEL 4 OF PARCEL 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 RECORDED OCTOBER 30, 1970, IN BOOK 5832, PAGE 371 OF OFFICIAL RECORDS, INSTRUMENT NO. 76311.

REGISTERED PROFESSIONAL ENGINEER
GARY G. GIANNETTA
No. 26996
Civil
STATE OF CALIFORNIA

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, DEERBRUSH LANE, GOLDFIELD LANE, DESERT 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.

3B DEVELOPMENT, INC., A CALIFORNIA CORPORATION

BY: ______________________
DARIUS ASSEMI, PRESIDENT

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

BY: Jenny D. Saubert
JENNY D. SAUBERT, 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 FUNDING 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. 2006-01 (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 MILLERTON (TRACT NO. 6189), RECORDED NOVEMBER 5, 2021 AS DOCUMENT NO. 2021-0184537, FRESNO COUNTY RECORDS.

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 ON APRIL 1, 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE COUNTY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Gary G. Giannetta — 11-10-2021
GARY G. GIANNETTA R.C.E. 26996 — DATE
EXP. 3/31/23

COUNTY SURVEYORS 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.

LICENSED LAND SURVEYOR
STEVEN E. WHITE
Exp. March 31, 2023
No. 8565
STATE OF CALIFORNIA

BY: ______________________ — 11/10/21
STEVEN E. WHITE P.L.S. 8565 — DATE
COUNTY SURVEYOR

BOARD OF SUPERVISOR'S STATEMENT:

I, HEREBY STATE THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO, BY RESOLUTION ADOPTED 11/16/2021, 2021 APPROVED THE WITHIN MAP, AND ON BEHALF OF THE PUBLIC:

1. ACCEPTED THE OFFER OF DEDICATION FOR PUBLIC USE LAKERIDGE DRIVE, MORNINGSIDE WAY, DEERBRUSH LANE, GOLDFIELD LANE, DESERT 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 INDICATED ON THE FINAL MAP, TO BE OWNED BY THE COUNTY ON BEHALF OF COUNTY SERVICE AREA NO. 34, 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.

12/17/2021 — BERNICE E. SEIDEL
DATE — CLERK TO THE BOARD OF SUPERVISORS

BY: Lisa Cryt
DEPUTY

RECORDER'S CERTIFICATE:

DOCUMENT NO. 2021-0208583 FEE: $ 10.–
FILED THIS 22 DAY OF Dec, 2021 AT 8 A.M. 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: ______________________
DEPUTY

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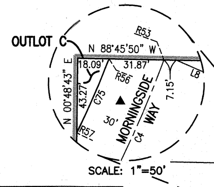
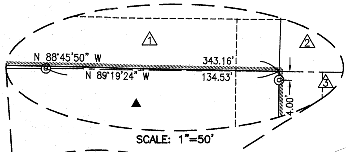
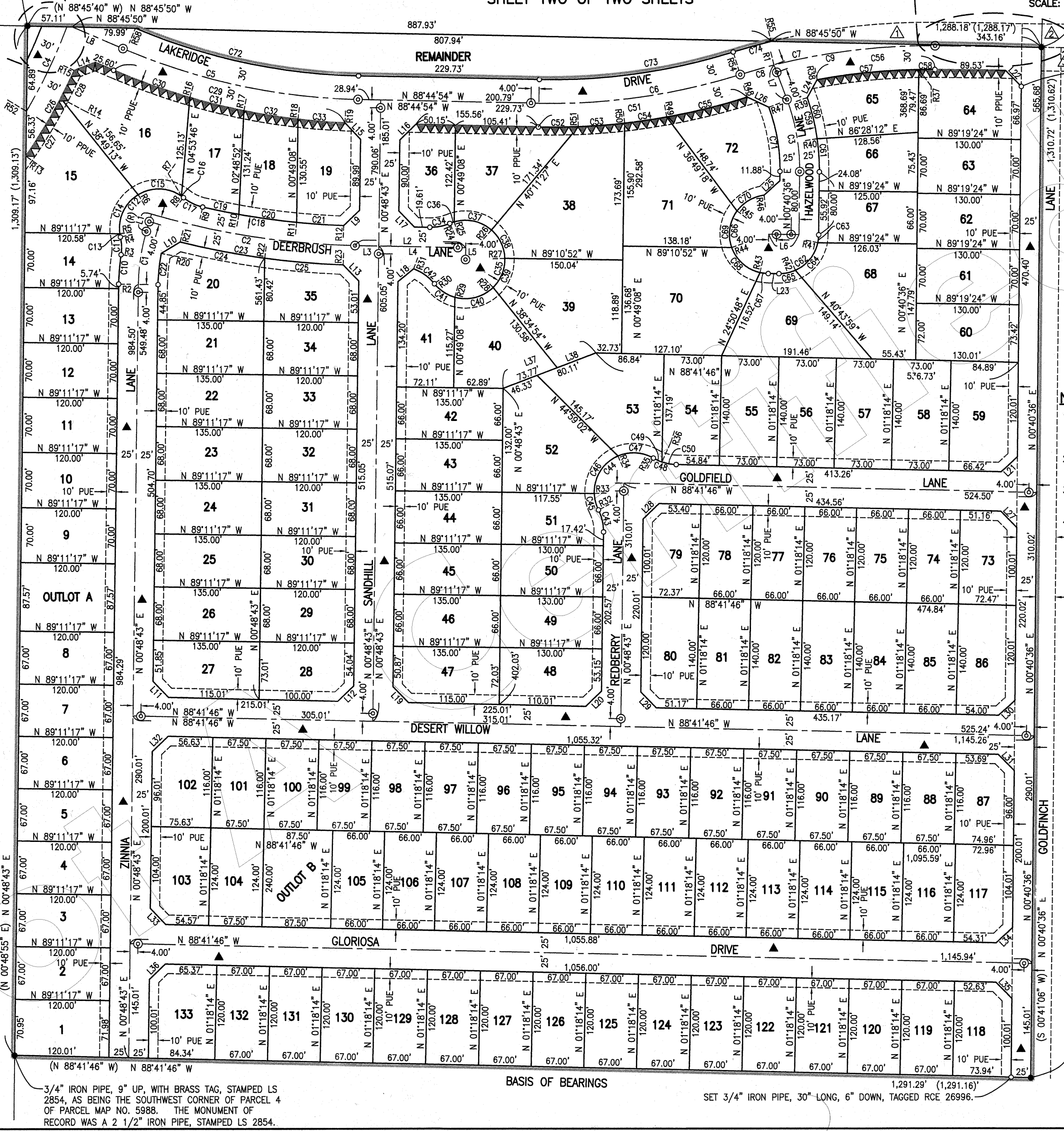
TRACT NO. 6189

IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN MAY, 2017 BY GARY G. GIANNETTA
CONSISTING OF TWO SHEETS
SHEET TWO OF TWO SHEETS





2 1/2" BRASS CAP, STAMPED "U.S.G.L.O. 1937", AS BEING THE NORTHWEST CORNER OF PARCEL 3 OF PARCEL MAP NO. 5988, AND AS BEING THE NORTHWEST CORNER OF SECTION 15, T 11 S, R 21 E, M.D.B.& M.



BASIS OF BEARINGS

THE SOUTH LINE OF PARCEL 4 OF PARCEL MAP NO. 5988, RECORDED IN BOOK 41 OF PARCEL MAPS, AT PAGE 22, FRESNO COUNTY RECORDS TAKEN AS BEARING NORTH 88°41'46" WEST, AS SHOWN ON SAID PARCEL MAP NO. 5988.

3/4" IRON PIPE, 12" UP, WITH BRASS TAG, STAMPED LS 2854, AS BEING THE NORTHEAST CORNER OF PARCEL 3 OF PARCEL MAP NO. 5988 (DESTROYED DURING CONSTRUCTION). THE MONUMENT OF RECORD WAS A 2 1/2" IRON PIPE, STAMPED LS 2854.

SET 3/4" IRON PIPE, 30" LONG, 6" DOWN, TAGGED RCE 26996.

N

SCALE: 1" = 100'

LEGEND:

●	MONUMENT FOUND AND ACCEPTED AS NOTED
◎	SET 2" BRASS CAP, STAMPED R.C.E. 26996, IN CONCRETE, FLUSH WITH PAVEMENT.
○	SET 3/4" IRON PIPE, 30" LONG, 6" DOWN, TAGGED RCE 26996, OR AS NOTED.
( )	RECORD DATA AS PER PARCEL MAP NO. 5988, RECORDED IN BOOK 41 OF PARCEL MAPS, AT PAGE 22, FRESNO COUNTY RECORDS.
△1	PUBLIC STREET EASEMENT, RECORDED Dec 22, 2021 AS DOC. NO. 2021-0208584, OFFICIAL RECORDS OF FRESNO COUNTY.
△2	PREVIOUSLY DEDICATED FOR PUBLIC STREET AND UTILITY PURPOSES AS PER THE MAP OF TRACT NO. 4968, RECORDED IN VOLUME 88 OF PLATS, AT PAGES 1 THROUGH 8, FRESNO COUNTY RECORDS.
△3	EASEMENT FOR PUBLIC STREET PURPOSES PER DEED DOC. NO. 2018-0059095, OFFICIAL RECORDS OF FRESNO COUNTY.
▲	OFFERED FOR DEDICATION FOR PUBLIC USE.
▲▲▲▲▲	INDICATES RELINQUISHMENT OF DIRECT VEHICULAR ACCESS RIGHTS.
PPUE	PLANTING AND PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE.
PUE	PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE.
R	INDICATES RADIAL BEARING TO CURVE
———	INDICATES THE LIMITS OF THIS SUBDIVISION

NOTE:

1. SET 3/4" IRON PIPE, 30" LONG, 6" DOWN, TAGGED RCE 26996 AT ALL LOT CORNERS, ANGLE POINTS AND CURVE POINTS.
2. OUTLOT A AND OUTLOT B TO BE DEEDED TO THE COUNTY SERVICE AREA 34 G.
3. OUTLOT A IS FOR PROTECTED CULTURAL RESOURCE PURPOSES. OUTLOT B IS FOR DESIGNATED WETLAND PURPOSES.
4. OUTLOT C FOR FUTURE DEVELOPMENT.

PUBLIC UTILITY EASEMENT RECORDED MAY 18, 2018 AS DOC. NO. 2018-0059096, F.C.R. AND TEMPORARY EASEMENT RECORDED MAY 17, 2018 AS DOC. NO. 2018-0058406, F.C.R.

CURVE	DELTA	RADIUS	LENGTH
C1	15°42'16"	250.00'	68.52'
C2	21°19'43"	985.00'	262.42'
C3	21°19'43"	250.00'	93.06'
C4	10°29'11"	650.00'	118.96'
C5	22°01'17"	800.00'	307.48'
C6	18°35'47"	800.00'	259.65'
C7	18°01'17"	800.00'	251.63'
C8	03°12'12"	800.00'	44.73'
C9	14°49'05"	800.00'	206.90'
C10	07°51'07"	275.00'	37.69'
C11	21°34'36"	60.00'	22.60'
C12	141°58'53"	50.00'	123.90'
C13	04°58'54"	50.00'	4.35'
C14	66°32'04"	50.00'	58.06'
C15	66°52'43"	50.00'	58.36'
C16	03°35'12"	50.00'	3.13'
C17	26°07'42"	60.00'	27.36'
C18	10°48'12"	960.00'	181.01'
C19	02°47'53"	960.00'	46.88'
C20	04°25'34"	960.00'	74.16'
C21	03°34'45"	960.00'	59.97'
C22	10°12'31"	225.00'	40.09'
C23	11°53'30"	1,010.00'	209.62'
C24	06°12'06"	1,010.00'	109.32'
C25	05°41'24"	1,010.00'	100.30'
C26	10°28'56"	680.00'	124.41'
C27	07°11'23"	680.00'	85.33'
C28	03°17'33"	680.00'	39.08'
C29	20°55'42"	830.00'	303.17'
C30	07°06'05"	830.00'	102.87'
C31	04°52'26"	830.00'	70.60'
C32	04°48'45"	830.00'	69.72'
C33	04°08'26"	830.00'	59.98'
C34	24°37'18"	60.00'	25.78'
C35	255°05'58"	50.00'	222.62'
C36	06°43'47"	50.00'	5.87'
C37	57°55'55"	50.00'	50.56'
C38	47°09'23"	50.00'	41.15'
C39	47°09'23"	50.00'	41.15'
C40	60°17'11"	50.00'	52.61'
C41	35°50'19"	50.00'	31.28'
C42	31°29'03"	60.00'	32.97'
C43	27°35'10"	60.00'	28.89'
C44	147°06'22"	50.00'	128.37'
C45	24°52'55"	50.00'	21.71'
C46	68°36'08"	50.00'	59.87'
C47	53°37'19"	50.00'	46.79'
C48	29°01'41"	60.00'	30.40'
C49	11°24'31"	60.00'	11.95'
C50	17°37'10"	60.00'	18.45'
C51	18°35'47"	830.00'	269.39'
C52	03°30'15"	830.00'	50.76'
C53	04°04'49"	830.00'	59.11'
C54	03°44'14"	830.00'	54.14'
C55	07°16'29"	830.00'	105.38'
C56	11°12'05"	770.00'	150.54'
C57	09°40'42"	770.00'	130.07'
C58	01°31'23"	770.00'	20.47'
C59	19°54'33"	275.00'	95.56'
C60	11°08'25"	275.00'	53.47'
C61	08°46'08"	275.00'	42.09'
C62	90°00'00"	50.00'	78.54'
C63	11°37'57"	50.00'	10.15'
C64	53°37'24"	50.00'	46.80'
C65	24°44'39"	50.00'	21.59'
C66	172°41'38"	50.00'	150.70'
C67	12°12'30"	50.00'	10.65'
C68	57°22'10"	50.00'	50.06'
C69	56°04'45"	50.00'	48.94'
C70	47°02'13"	50.00'	41.05'
C71	21°06'16"	225.00'	82.88'
C72	21°41'40"	770.00'	291.55'
C73	18°35'47"	770.00'	249.92'
C74	03°27'53"	830.00'	50.19'
C75	04°19'25"	620.00'	46.79'

LINE	BEARING	DISTANCE
L1	N 16°30'59" E	23.12'
L2	N 88°44'54" W	140.61'
L3	N 88°44'54" W	30.36'
L4	N 88°44'54" W	110.25'
L5	N 01°15'06" E	14.99'
L6	N 89°19'24" W	38.59'
L7	N 20°39'07" W	46.77'
L8	N 66°43'37" W	69.75'
L9	N 46°10'34" E	28.10'
L10	N 59°02'57" E	28.05'
L11	N 43°56'32" W	28.41'
L12	N 46°03'28" E	28.16'
L13	N 43°50'31" W	28.45'
L14	N 68°29'13" E	28.39'
L15	N 43°45'07" W	28.50'
L16	N 46°01'54" E	28.18'
L17	N 43°58'06" W	28.39'
L18	N 50°43'55" E	25.75'
L19	N 43°56'32" W	28.41'
L20	N 46°03'28" E	28.16'
L21	N 45°59'25" E	28.13'
L22	N 44°19'24" W	28.28'
L23	N 89°19'24" W	13.59'
L24	N 29°05'24" E	25.90'
L25	N 47°47'31" E	27.22'
L26	N 65°20'05" W	30.27'
L27	N 44°00'35" W	28.44'
L28	N 46°03'28" E	28.16'
L29	N 43°56'32" W	28.41'
L30	N 45°59'25" E	28.13'
L31	N 44°00'35" W	28.44'
L32	N 46°03'28" E	28.16'
L33	N 43°56'32" W	28.41'
L34	N 45°59'25" E	28.13'
L35	N 44°00'35" W	28.44'
L36	N 46°03'28" E	28.16'
L37	N 69°00'05" E	126.44'
L38	N 69°00'05" E	52.67'

RADIAL	DIRECTION
R1	N 14°08'29" W
R2	N 89°11'17" W
R3	N 81°20'10" W
R4	S 77°05'14" W
R5	S 82°04'08" W
R6	N 31°23'48" W
R7	N 35°28'55" E
R8	N 39°04'07" E
R9	S 12°56'25" W
R10	S 10°08'32" W
R11	S 05°42'58" W
R12	S 02°08'13" W
R13	S 54°58'29" E
R14	S 62°09'52" E
R15	S 65°27'25" E
R16	S 16°10'18" W
R17	S 11°17'52" W
R18	S 06°29'07" W
R19	S 02°20'41" W
R20	N 78°58'46" W
R21	S 13°57'47" W
R22	S 07°45'41" W
R23	S 02°04'17" W
R24	S 23°22'12" E
R25	N 16°38'25" W
R26	N 41°17'30" E
R27	N 88°26'53" E
R28	S 44°23'44" E
R29	S 15°53'27" W
R30	S 51°43'46" W
R31	N 20°14'43" E
R32	N 63°13'33" E
R33	S 88°06'28" W
R34	N 23°17'24" W
R35	N 30°19'55" E
R36	S 18°55'24" W
R37	N 00°50'47" W
R38	N 10°31'29" W
R39	N 70°46'03" E
R40	N 81°54'28" E
R41	S 77°41'27" E
R42	S 24°04'03" E
R43	S 12°53'06" W
R44	S 70°15'16" W
R45	N 53°39'59" W
R46	N 06°37'46" W
R47	N 69°34'20" E
R48	S 17°20'41" E
R49	S 10°04'12" E
R50	S 06°19'58" E
R51	S 02°15'09" E
R52	S 59°05'02" E
R53	S 69°34'13" E
R54	N 17°20'41" W
R55	N 13°52'54" W
R56	S 68°36'09" E
R57	S 64°16'44" E
R58	S 22°56'46" W

3/4" IRON PIPE, 12" UP, WITH BRASS TAG, STAMPED LS 2854, AS BEING THE SOUTHEAST CORNER OF PARCEL 4 OF PARCEL MAP NO. 5988, (DESTROYED DURING CONSTRUCTION) THE MONUMENT OF RECORD WAS A 2 1/2" IRON PIPE, STAMPED LS 2854.

3/4" IRON PIPE, 9" UP, WITH BRASS TAG, STAMPED LS 2854, AS BEING THE SOUTHWEST CORNER OF PARCEL 4 OF PARCEL MAP NO. 5988. THE MONUMENT OF RECORD WAS A 2 1/2" IRON PIPE, STAMPED LS 2854.

SET 3/4" IRON PIPE, 30" LONG, 6" DOWN, TAGGED RCE 26996.

PREPARED BY:

GARY G. GIANNETTA
CIVIL ENGINEERING & LAND SURVEYING

1119 "S" STREET
FRESNO, CA 93721

(559) 264-3590

FRESNO COUNTY RECORDERS OFFICE

RECORDING REQUESTED BY

76311

AND WHEN RECORDED MAIL TO

Name: Carlsberg Resources Corporation
Street Address: 1801 Avenue of the Stars, Suite 533
City & State: Los Angeles, California 90067

RECORDED AT REQUEST OF
SECURITY TITLE INS. CO.
AT 15 MIN. PAST 9 A.M

OCT 30 1970
BOOK 5832 PAGE 371
FRESNO COUNTY, CALIFORNIA
J. L. BROWN, COUNTY RECORDER
D. Gilman
BY DEPUTY RECORDER
FEE 5.20

BOOK 5832 PAGE 371

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name:
Street Address: none
City & State:

D.T.T. $ NONE

Corporation Grant Deed

TO 406 CA (7-68)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
CARLSBERG FINANCIAL CORPORATION
a corporation organized under the laws of the state of California
hereby GRANTS to
CARLSBERG RESOURCES CORPORATION, a California corporation,

the following described real property in the
County of Fresno, State of California:

All our right, title and interest in and to all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet, but without the right of surface entry, of the following described property:

See legal description attached hereto and made a part hereof.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Assistant Secretary thereunto duly authorized.

Dated: October 26, 1970

CARLSBERG FINANCIAL CORPORATION

By [signature] President

By [signature] Asst Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On October 27, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Arthur W. Carlsberg, known to me to be the President, and Harvey A. Sisskind known to me to be Assistant Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [signature]

Name (Typed or Printed)

OFFICIAL SEAL
SELMA BATES
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Feb. 16, 1974

(This area for official notarial seal)

Title Order No. Escrow or Loan No. 4108

MAIL TAX STATEMENTS AS DIRECTED ABOVE

PARCEL 1

The Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 9, being also described as Lots 8 and 9 in said Section 9, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880;
EXCEPTING THEREFROM the West 660 feet thereof.

PARCEL 2

The Southwest quarter of the Northwest quarter; and all thAt portion of the West half of the Southwest quarter lying North of the center line of Millerton Road in Section 10, Township 11South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880.

PARCEL 3

The Southeast quarter of the Northwest quarter; and all that portion of the East half of the Southwest quarter lying North of the center line of Millerton Road in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880.

PARCEL 4

The Southwest quarter of the Northeast quarter; and all that portion of the West half of the Southeast quarter lying north of the center line of Millerton Road in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880.

PARCEL 5

The Southeast quarter of the Northeast quarter; and all that portion of the East half of the Southeast quarter lying north of the center line of Millerton Road in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880.

PARCEL 6

The Southwest quarter of the Northwest quarter; and all that portion of the West half of the Southwest quarter lying north of the center line of Millerton Road in Section 11, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880.

PARCEL 7

All that portion of the East half of the Southwest quarter of Section 11, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880, lying north of the center line of Millerton Road.

PARCEL 8

All that portion of the West half of the Southeast quarter of Section 11, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880, lying north of the center line of Millerton Road.

PARCEL 9

The Northwest quarter of the Northwest quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on June 21, 1856; and all that portion of the West half of the Southwest quarter of Section 10, Township 11South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880, lying south of the center line of Millerton Road.

PARCEL 10

All that portion of the East half of the Southwest quarter of Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880, lying south of the center line of Millerton Road.

PARCEL 11

The West half of the Northeast quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on June 21, 1856; and all that portion of the West half of the Southeast quarter of Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880, lying South of the center line of Millerton Road.

PARCEL 12

The East half of the Northeast quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on June 21, 1856; and all that portion of the East half of the Southeast quarter of Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880, lying south of the center line of Millerton Road.

PARCEL 13

The West half of the West half of Section 14, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on June 21, 1856; and all that portion of the West half of the Southwest quarter of Section 11, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880, lying southof the center line of Millerton Road.

PARCEL 14

The East half of the West half of Section 14, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on June 21, 1856; and all that portion of the East half of the Southwest quarter of Section 11, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880, lying south of the center line of Millerton Road;
EXCEPT from the Southeast quarter of the Southwest quarter of said Section 14 all that portion thereof which lies within a strip of land 60 feet wide as conveyed by deed from A. C. Balch and Janet Jacks Balch, husband and wife, to the County of Fresno dated September 26, 1912, recorded January 2, 1913, in Book 520 page 310 of Deeds.

PARCEL 15

The Northwest quarter of the Northeast quarter of Section 14, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on June 21, 1856; and all that portion of the West half of the Southeast quarter of Section 11, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880, lying south of the center line of Millerton Road.

PARCEL 16

The Southeast quarter of the Southeast quarter of Section 11, and the Southwest quarter of the SOUTHWEST QUARTER OF Section 12, in Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved by the Surveyor General on September 2, 1880;
EXCEPT THEREFROM all that portion thereof which lies northerly of the southerly line of the following described property:
Commencing at the Southeast corner of said Section 11; thence North 51° 06' 18" West, 1656.02 feet to a point of beginning; thence North 01° 22' East, 52.86 feet to a recorded point on the South boundary line of land owned by the United States of America; thence South 69° 45' 11" East, 370.65 feet; thence South 65° 09' 22" East, 493.47 feet; thence South 78° 32' 13" East, 2?9.77

feet; thence South 87° 26' 20" East 303.68 feet; thence North 82° 58' 25" East 192.82 feet; thence South 85° 07' 30" East, 204.26 feet; thence South 59° 54' 30" East 239.52 feet; thence South 51° 23' 47" East, 246.71 feet; thence South 44° 49' East 176.92 feet; thence South 34° 55' 15" East, 382.35 feet to a point on the section line between Sections 12 and 13 of said Township and Range; thence North 89° 45' 11" West, 61.18 feet to a point, which point bears South 89° 45' 11" East, a distance of 1094.24 feet along the section line from the Southwest corner of said Section 12; thence North 34° 55' 15" West, 342.79 feet; thence North 44° 49' West, 169.72 feet; thence North 51° 23' 47" West, 240.12 feet; thence North 59° 54' 30" West, 224.62 feet; thence North 85° 07' 30" West, 187.87 feet; thence South 82° 58' 25" West, 191.80 feet; thence North 87° 26' 20" West, 311.76 feet; thence North 78° 32' 13" West, 219.52 feet; thence North 65° 09' 22" West, 497.31 feet; thence North 69° 45' 11" West, 351.53 feet to the point of beginning, being a strip of land 50 feet in width lying South of the Northerly boundary of the land conveyed to Linus A. and Helen M. Goyette by deed dated December 17, 1959, and recorded in the records of the County of Fresno at Book 4350 page 452 of Official Records, and a strip of land 50 feet in width lying South of the Southerly boundary conveyed to the United States of America by deed dated December 4, 1959, and recorded in Book 4313 page 203 of Official Records.

12

Recorded By and for the Benefit of, and When Recorded Return to:

County of Fresno
Attn: John Donmyer, Senior Engineering Technician
Department of Public Works and Planning
Design Division
2220 Tulare Street, 7th floor
Fresno, California 93721
(STOP #214)
Exempt from SB2 fees per GC 27388.1(2)(c)

2019-0059435
FRESNO County Recorder
Paul Dictos, CPA
Thursday, Jun 06, 2019 02:15:07 PM
Titles: 1 Pages: 12
Fees: $52.00
CA SB2 Fee: $0.00
Taxes: $0.00
Total: $52.00
FRESNO COUNTY PUBLIC WORKS

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

Annexation Territory No. 10A of Community Facilities District No. 2006-01 (Police Protection Services) County of Fresno

Pursuant to the requirements of Sections 3114.5 and 3117.5 of the California Streets and Highways Code, and Sections 53328.5 and 53339.8 of the California Government Code, the undersigned Clerk to the Board of Supervisors of the County of Fresno, State of California, the legislative body of the Community Facilities District No. 2006-01 (Police Protection Services) County of Fresno, State of California (the "District"), hereby gives notice, as further described herein, that a lien to secure payment of a special tax is hereby imposed by the Board of Supervisors of the County of Fresno, State of California, pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing at section 53311) of the California Government Code, commonly known as the Mello-Roos Community Facilities Act of 1982.

The special tax secured by this lien is authorized to be levied for the purpose of providing the following services to be financed by the District in Annexation Territory No. 10A of Community Facilities District No. 2006-01 (Police Protection Services) of the County of Fresno (the "Annexation Territory"):

The County Sheriff's Office provision of police protection services, which includes County sworn officers providing police protection services, and all related facilities, equipment, vehicles, and supplies for all such services. Individual sworn officers providing such police protection services, and related facilities, equipment, vehicles, and supplies for all such services, need not be specifically dedicated to the provision of such services within the territory of the District. The staffing of such sworn officers may be calculated and accounted for on the basis of full-time equivalency of a sworn officer or officers. Any or all of the foregoing services may be of the same type of police protection services provided by the County within the District.

Subject to the foregoing paragraph, (i) the County, through the County Sheriff, plans to share the provision of foregoing police protection services within the District and the Annexation Territory so that such services will be provided, to the extent reasonably possible, in common within the District and the Annexation Territory, and (ii) the County, through the County Sheriff, reserves the absolute right, in the County Sheriff's discretion, to cause the provision of the foregoing services within the District, including the Annexation Territory, in such manner, places and times as the County Sheriff shall deem appropriate under the circumstances.

The special tax is authorized to be levied within the Annexation Territory which has now been officially annexed to, and has been added to, and is part of and included in the District (which has already been officially formed, and within which the special tax already is authorized to be levied) with full legal effect, and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the California Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is set forth in "EXHIBIT 'A,' AMENDMENT TO NOTICE OF SPECIAL TAX LIEN, ANNEXATION TERRITORY NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES) OF THE COUNTY OF FRESNO, SPECIAL TAX RATE AND METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX," which is attached hereto and incorporated herein by this reference.

No provision has been made for prepayment of the special tax obligation.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of Fresno, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Annexation Territory in accordance with Section 3115.5 of the California Streets and Highways Code.

2

The name(s) of the owner(s) and the assessor's tax parcel number(s) of the real property included within the Annexation Territory and not exempt from the special tax are as follows:

1. 3B Development Inc., a California Corporation

   APN: 300-542-10S & 300-542-11S

2. Ashlan & Hayes Investments LLC, a Limited Liability Company

   APN: 300-542-16S, 300-542-17S, 300-542-18S, 300-542-39, 300-542-40, 300-542-41 & 300-542-48

3. Assemi Group Inc., a California Corporation

   APN: 300-542-12

4. Grantor Real Estate Investments LLC, a Limited Liability Company

   APN: 300-340-13S, 300-542-03 & 300-542-05

5. Locans Investments LLC, a Limited Liability Company

   APN: 300-350-28S, 300-542-55S, 300-542-32, 300-542-33 & 300-542-52

6. Millerton Investments LLC, a Limited Liability Company

   APN: 300-021-27S, 300-032-12S, 300-032-47S, 300-032-65S, 300-032-66S, 300-032-68S, 300-032-69S, 300-340-01S, 300-340-03S, 300-340-16S, 300-340-30S, 300-340-36S, 300-340-37S, 300-340-38S, 300-340-60S & 300-542-51

7. WC Millerton Developers Inc., a California Corporation

   APN: 300-542-13

Reference is made to the boundary map of the Annexation Territory recorded on April 29, 2019, at Book 45 of Maps of Assessment and Community Facilities Districts at Page(s) 58-72 (Instrument No. 2019-0043388, 2019-0043389, 2019-0043390, 2019-0043391, 2019-0043392, 2019-0043393, 2019-0043394, 2019-0043395, 2019-0043396, 2019-0043397, 2019-0043398, 2019-0043399, 2019-0043400, 2019-0043401 & 2019-0043402), in the office of the County Recorder for the County of Fresno, State of California which map is now the final boundary map of the Annexation Territory.

Reference is made to the boundary map of the original District recorded on April 3, 2006, at Book 41 of Maps of Assessment and Community Facilities Districts at Pages 80 and 81 (Instrument No. 2006-0068943), in the office of the County Recorder for the County of Fresno, State of California which map is now the final boundary map of the original District.

Reference is made to the Notice of Special Tax Lien for the original District recorded on May 17, 2006, as Document No. 2006-0103911, in the office of the County Recorder for the County of Fresno, State of California that is hereby incorporated herein in full by this reference as the Notice of Special Tax Lien of the original District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact: Administrative Services Director, Fresno County Sheriff-Coroner's Office, 2200 Fresno Street, Fresno, California 93721; Telephone: (559) 600-8100.

By Lisa Cuff, Deputy
Bernice E. Seidel, Clerk to the Board of Supervisors
of the County of Fresno, State of California,
the legislative body for the Community Facilities
District No. 2006-01 (Police Protection Services)
County of Fresno

Date: 6/6/19

4

EXHIBIT A

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN ANNEXATION TERRITORY NO. 9A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES) OF THE COUNTY OF FRESNO

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

(Commencing as of Fiscal Year 2018-19)

A Special Tax of Community Facilities District No. 2006-01 (Police Protection Services) of the County of Fresno ("CFD") shall be levied on all Assessor's Parcels in the CFD and collected each Fiscal Year commencing in the Base Year in an amount determined by the County through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

This Special Tax Rate and Method of Apportionment uses the Special Tax Rate and Method of Apportionment for the original CFD. Any differences between the text of this Special Tax Rate and Method of Apportionment, and the text of the Special Tax Rate and Method of Apportionment for the original CFD, are updated provisions herein (*e.g.,* definition of Base Year, and the Maximum Special Tax Rates Per Unit commencing as of the Base Year (which are subject to increases in subsequent Fiscal Years, as provided herein)) that would conform this Special Tax Rate and Method of Apportionment to the Special Tax Rate and Method of Apportionment for the original CFD.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended from time to time following the establishment of the CFD, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State.

"Administrative Expenses" means all actual and/or estimated costs and expenses directly incurred by the County as administrator of the CFD to determine, levy and collect the Special Taxes, including, but not limited to, the portion of salaries, wages and benefits of County officers and employees related to the determination, levy and collection of the Special Taxes, and all fees and expenses of consultants, agents, third-party administrator(s) designated by the CFD Administrator, and legal counsel, related to the determination, levy and collection of the Special Taxes, and all costs and expenses of collecting installments of the Special Taxes upon the general tax rolls or by any other manner of collections as set forth in Section F, below, and preparing required reports, and conducting audits, if deemed necessary by the County; and any other costs and expenses directly incurred, which are required to administer the CFD as determined by the County. On each July 1 following the Base Year, all of the foregoing costs and expenses automatically shall be increased for each Fiscal Year in accordance with the Annual Escalation Factor, provided however, on each July 1 for each third subsequent Fiscal Year, commencing with Fiscal Year 2018-19, the Annual Escalation Factor shall be reduced by an Escalation Factor Adjustment, if any. Notwithstanding anything contained in this definition of Administrative Expenses, the amount of Administrative Expenses in any Fiscal Year that may be included in the Special Tax Requirement for that Fiscal Year shall not exceed ten percent (10%) of the Special Tax Requirement for that Fiscal Year.

"Annual Escalation Factor" means the sum: of (i) the annual increase in the Consumer Price Index ("CPI") for Urban Wage Earners and Clerical Workers in the San Francisco-Oakland-San Jose Consolidated Metropolitan Statistical Area as reflected in the then-current April update; and (ii) three percent (3%) of the then-current Police Protection Services Costs. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained through the California Division of Labor Statistics and Research (http://www.dir.ca.gov/oprl/CAPriceIndex.htm, as of June 19, 2018). If the foregoing index is not available, the County Board shall select, and thereby shall be authorized to use, a comparable index.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means the Fiscal Year ending June 30, 2019.

"CFD Administrator" means an official of the County, or his or her designee (including, but not limited to, County officer(s), employee(s) and third-party administrator(s)), responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD" means Community Facilities District No. 2006-01 (Police Protection Services) of the County of Fresno.

"County" means the County of Fresno, California.

"County Board" means the Board of Supervisors of the County, acting as the legislative body of the CFD.

"Developed Property" means all Taxable Property within the boundaries of the CFD for which a permit for occupancy of a residential unit has been issued (i) anytime on or prior to January 1, 2018 for the Base Year, and (ii) anytime after January 1st and prior to May 1st (*e.g.,* for the Base Year, this would be January 1, 2018 and May 1, 2018) preceding each Fiscal Year in which the Special Tax is being levied. Once a Taxable Property has been designated as Developed Property, it shall retain such status permanently (provided however, if the Land Use Class(es) for any Developed Property subsequently changes, the Land Use Class(es) for such Developed Property automatically shall change accordingly pursuant to the rate and method of apportionment of the Special Tax, as provided herein), and shall be subject to the Special Tax each Fiscal Year as provided herein, unless such Taxable Property subsequently shall become and retain such status as Tax-Exempt Property. There shall not be any proration or reduction of the Special Tax levy for any Taxable Property, or refund of the Special Tax for any Taxable Property, for any Fiscal Year in which any such Taxable Property becomes Tax-Exempt Property.

"Escalation Factor Adjustment" means the calculation based on the following formula: (1) calculate the annual increases of all of the applicable costs and expenses for each of the prior two Fiscal Years plus the reasonably estimated increase of the applicable costs and expenses for the then-current Fiscal Year; (2) calculate the percentage of each of such increases of all of the applicable costs and expenses in each of such Fiscal Years over each of the prior Fiscal Years (collectively, the "Cumulative Increase"); (3) calculate the sum of the Annual Escalation Factors for the prior two Fiscal Years plus the Annual Escalation Factor for the then-current Fiscal Year (collectively, the "Cumulative Annual Escalation Factor"); (3) if the Cumulative Increase is less than Cumulative Annual Escalation Factor, then the difference thereof shall be the amount of the Escalation Factor Adjustment; (4) if the Cumulative Increase is equal to or greater than the Cumulative Annual Escalation Factor, then the amount of the Escalation Factor Adjustment shall be zero.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Land Use Class" means any of the classes listed in Table 1 of Section C, below.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C, below, that may be levied in the CFD in any Fiscal Year on any Assessor's Parcel.

"Multi-Family Property" means all Assessor's Parcels of Developed Property within the boundaries of the CFD for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including, but not limited to, duplexes, triplexes, townhomes, condominiums, and apartment units.

"Non-Residential Property" means all Assessor's Parcels of Developed Property within the boundaries of the CFD for which a building permit has been issued for a non-residential use and does not contain any residential units as defined under Residential Property or Multi-Family Property.

"Property Owner Association Property" means any property within the boundaries of the CFD that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to, a property owner association, including any master or sub-association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the CFD that is, at the time of the establishment of the CFD, and as determined by the CFD Administrator, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County or any other public agency, provided however, that any property leased (or property in which there is a grant of a possessory interest) by a public agency to a private entity or person and subject to taxation under section 53340.1 of the Act, and any property described in section 53317.3 or 53317.5 of the Act, shall not be considered Public Property but shall be classified and taxed in accordance with its use. Once an Assessor's Parcel has been designated as Public Property, it shall retain such status permanently, unless such Public Property subsequently shall become Taxable Property.

"Police Protection Services Costs" means the actual and/or estimated costs and expenses of the County Sheriff's Office to provide police protection services within the CFD, including, but not limited to, (i) all salaries, wages and benefits of all County sworn officers providing police protection services within the CFD, (ii) all related equipment, vehicles, and supplies for all such services, and (iii) all County overhead costs associated with providing or paying for all such services (and all such related costs and expenses) within the CFD. The Special Tax provides only partial funding for Police Protection Services Costs within the CFD. On each July 1 following the Base Year, all of the foregoing costs and expenses automatically shall be increased for each Fiscal Year in accordance with the Annual Escalation Factor, provided however, on each July 1 for each third subsequent Fiscal Year, commencing with Fiscal Year 2018-19, the Annual Escalation Factor shall reduced by an Escalation Factor Adjustment, if any.

"Residential Property" means all Assessor's Parcels of Developed Property within the boundaries of the CFD for which a building permit has been issued for purposes of constructing one residential unit.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property within the boundaries of the CFD to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the CFD to: (a) (i) pay for Police Protection Services Costs; and (ii) pay reasonable Administrative Expenses; less (b) a credit for funds available, if any, to reduce the annual Special Tax levy, as determined by the CFD Administrator.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the CFD that are not exempt from the Special Tax pursuant to law or as defined below.

"Tax-Exempt Property" means an Assessor's Parcel within the boundaries of the CFD not subject to the Special Tax. Tax-Exempt Property only includes: (i) Public Property, (ii) Non-Residential Property, and (iii) Property Owner Association Property.

"Undeveloped Unit" means a building or structure for which a building permit has been issued, and either (i) such building or structure has a value of less than 50% of the value of either (x) the existing residential unit on Residential Property, or (y) the lowest valued existing unit (as calculated as a proportionate percentage of the total building value) on Multi-Family Property, (ii) such building or structure consists of less than 500 square feet, or (iii) notwithstanding the definitions of Multi-Family Property and Residential Property, such building permit has been issued for the reconstruction of a residential unit as a result of extraordinary damage or destruction to such residential unit, such as fire, flood or earthquake, and either (x) there has not yet been issued by the appropriate building official a permit for occupancy of such residential unit by May 1st preceding the applicable Fiscal Year in which the Special Tax is being levied, or (y) the appropriate building official has not determined that such residential unit has been occupied by a person as his or her dwelling as of May 1st preceding the applicable Fiscal Year in which the Special Tax is being levied. Any determination of the nature or status of such buildings, structures, or residential units, or their values, sizes, and uses shall be made by the CFD Administrator or his or her designee.

"Unit" means any residence in which a person or persons may live, and is not considered to be for commercial or industrial use.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the boundaries of the CFD shall be classified as Developed Property. Developed Property shall be further assigned to a Land Use Class as specified in Table 1 of

Section C, below, and shall be subject to Special Taxes pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATES

1. Developed Property

TABLE 1

Maximum Special Tax Rates for Developed Property (Commencing as of the Base Year, and subject to increases in subsequent Fiscal Years, as provided herein)

Community Facilities District No. 2006-01 (Police Protection Services) Of the County Of Fresno

Land Use Class	Description	Maximum Special Tax Rate Per Unit
1	Residential Property	$714.77 per Unit
2	Multi-Family Property	$537.67 per Unit

On each July 1 following the Base Year, the Maximum Special Tax Rates automatically shall be increased for each Fiscal Year in accordance with the Annual Escalation Factor, provided however, on each July 1 for each third subsequent Fiscal Year, commencing with Fiscal Year 2018-19, the Annual Escalation Factor shall reduced by an Escalation Factor Adjustment, if any.

2. Multiple Land Use Classes

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

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3. Undeveloped Units and Tax-Exempt Property

No Special Tax shall be levied on Undeveloped Units or Tax-Exempt Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with the Base Year, and for each following Fiscal Year, the CFD Administrator shall calculate the Special Tax Requirement based on the Special Tax Rate and Method of Apportionment of the CFD and levy the Special Tax until the amount of the Special Tax levied equals the Special Tax Requirement. The Special Tax shall be levied in the amount of the Special Tax Requirement each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately, but not more than 100% of the applicable Maximum Special Tax.

E. APPEALS

Any taxpayer who believes that the amount of the Special Tax assigned to his or her lot or parcel is in error may file a written notice with the CFD Administrator appealing the levy of the Special Tax, provided that the taxpayer has fully paid his or her Special Tax for such Parcel on or before the payment date established for such Special Tax. Such notice is required to be filed with the CFD Administrator during the Fiscal Year that the error is believed to have occurred. The notice must specify the Parcel, the amount of the levy of the Special Tax, and reason(s) why the taxpayer claims that the amount of the Special Tax is in error.

The CFD Administrator or his or her designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the CFD Administrator or his or her designee agrees with the taxpayer that the amount of the Special Tax for such Parcel should be changed, the Special Tax levy for such Parcel shall be corrected accordingly and, if applicable in any case, a refund of such erroneous amount collected shall be granted.

If the CFD Administrator or his or her designee disagrees with the taxpayer, and the taxpayer is dissatisfied with such determination, the taxpayer shall have thirty (30) calendar days, from the date that he or she receives notice of such determination in which to appeal to the County Board by filing a written notice of appeal with the Clerk to the County Board, provided that the taxpayer is current in his or her payment of Special Taxes for such Parcel. The notice of appeal must specify the Parcel, the amount of the levy of the Special Tax, the reason(s) why the taxpayer disagrees with the CFD Administrator's determination, and why the taxpayer claims that the amount of the Special Tax is in error.

The County Board will hear the taxpayer's appeal, and make a determination whether to affirm, modify or reverse the determination of the CFD Administrator or his or her designee. If the County Board agrees with the taxpayer that the amount of the Special Tax for such Parcel should be changed, the Special Tax levy for such Parcel shall be corrected accordingly and, if applicable in any case, a refund of such erroneous amount collected shall be granted. Any such determination of the County Board shall be provided to the taxpayer, and shall be final and conclusive.

Any filing by a taxpayer of any notice of appeal with the CFD Administrator, or any appeal with the Clerk to the County Board shall be deemed to be made when such notice of appeal is delivered to CFD Administrator, or when such appeal is delivered to the Clerk to the County Board.

F. MANNER OF COLLECTION

The Special Tax levied pursuant to section D, above, shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, the CFD Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the CFD Administrator.

G. TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity or until such time as the County Board terminates the Special Tax.

-END-

Quint & Thimmig LLP 23 7/21/10

RECORDING REQUESTED BY
AND RETURN TO

BOARD CLERK
FRESNO COUNTY FIRE PROTECTION DISTRICT
210 South Academy Avenue
Sanger, California 93657

EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code
Sections 6103 and 27383

FRESNO County Recorder
Robert C. Werner
DOC- 2010-0093596
Thursday, JUL 22, 2010 15:33:54
Ttl Pd $0.00 Nbr-0003254012
GSF/R7/1-23

NOTICE OF SPECIAL TAX LIEN

COMMUNITY FACILITIES DISTRICT NO. 2010-01 OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT

NOTICE OF SPECIAL TAX LIEN

Community Facilities District No. 2010-1 of the Fresno County Fire Protection District

Pursuant to the requirements of Section 3114 5 of the California Streets and Highways Code and Section 53311 et seq of the California Government Code, the undersigned Board Clerk of the Fresno County Fire Protection District (the "District"), County of Fresno, State of California, hereby gives notice that a lien to secure payment of a special tax which the Board of Directors of the District authorized, is hereby imposed The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the costs of certain public improvements, as well as to pay for certain public services and certain administrative expenses, all as described on Exhibit A attached hereto and hereby made a part hereof

The special tax is authorized to be levied within Community Facilities District No 2010-01 of the Fresno County Fire Protection District which has now been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is permanently satisfied and cancelled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330 5 of the Government Code

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in Exhibit B attached hereto and hereby made a part hereof Conditions under which the obligation to pay the special tax may be prepaid in whole or in part and permanently satisfied in whole or in part are as provided in Exhibit B hereto

Notice is further given that upon the recording of this notice in the office of the County Recorder for the County of Fresno, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within Community Facilities District No 2010-01 of the Fresno County Fire Protection District in accordance with Section 3115 5 of the California Streets and Highways Code

The name(s) of the owner(s) of the real property included within the area of this Community Facilities District and the assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within the area of this Community Facilities District, in each case which are not exempt from the special tax and as they appear on the latest secured assessment roll as of the date of recording of this or as otherwise known to the CFD, are as set forth in Exhibit C attached hereto and hereby made a part hereof

Reference is made to the boundary map of the Community Facilities District recorded on June 3, 2010 at 2 23 o'clock p m in Book 49 of Maps of Assessment and Community Facilities Districts at Pages 29 and 30 (instrument no 2010-0071424), in the office of the County Recorder for the County of Fresno, State of California, which map is now the final boundary map of the Community Facilities District

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Fire Chief of the Fresno County Fire Protection District, 210 South Academy Avenue, Sanger, CA 93657, telephone number (559) 493-4300

Dated July 22nd, 2010

By Geraldine Welford

Geraldine Welford, Board Clerk,
Fresno County Fire Protection District

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Fresno

On July 22, 2010 before me, Linda K Evans, Notary Public
(here insert name and title of the officer)

personally appeared Geraldine Welford

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

Linda K Evans
Signature of Notary Public

LINDA K. EVANS
Commission #1866700
Notary Public - California
Fresno County
My Comm Expires October 1, 2013
PSP1

(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Notice of Special Lien
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 7/22/10

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  Board Clerk
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document The only exception is if a document is to be recorded outside of California In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i e certifying the authorized capacity of the signer) Please check the document carefully for proper notarial wording and attach this form if required

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i e ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms Failure to correctly indicate this information may lead to rejection of document recording
- The notary seal impression must be clear and photographically reproducible Impression must not cover text or lines If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form
- Signature of the notary public must match the signature on file with the office of the county clerk
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
  - ❖ Indicate title or type of attached document, number of pages and date
  - ❖ Indicate the capacity claimed by the signer If the claimed capacity is a corporate officer, indicate the title (i e CEO, CFO, Secretary)
- Securely attach this document to the signed document

4

EXHIBIT A

COMMUNITY FACILITIES DISTRICT NO. 2010-1 OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT

DESCRIPTION OF FACILITIES AND SERVICES ELIGIBLE TO BE FUNDED BY THE CFD

FACILITIES

It is intended that the Community Facilities District (the "CFD") will be eligible to finance all or a portion of the costs of the following (collectively, the "Facilities") the acquisition of land and the construction of facilities for fire protection and suppression, and for emergency medical services, including but not limited to (i) station renovation, construction, expansion and equipping, (ii) the construction, expansion and equipping of training facilities, including classrooms, drill towers, rescue buildings and burn buildings, (iii) the acquisition and equipping of fire engines, other vehicles and emergency medical apparatus with a useful life of five years or more, (iv) the funding of reserves for building refurbishment and replacement, as well as for the replacement of equipment, and (v) the purchase of other related appurtenances permitted under the Act in furtherance of the operations of the District

Notwithstanding the foregoing, Special Tax A levied on and collected from property in Zone 1 of the CFD (as Special Tax A and Zone 1 are identified in the Rate and Method of Apportionment of Special Taxes for the CFD, and as Zone 1 is depicted on the recorded boundary map for the CFD) shall be used solely to fund the following Facilities (and shall not be used to fund any other Facilities) (i) the acquisition of land for and the construction and equipping of a fire station to be located in Zone 1 of the CFD, (ii) the acquisition of a fire engine and other vehicles and equipment to serve the land within Zone 1 of the CFD, and (iii) 2 53% of the cost of the construction, expansion and equipping of a training facility, including classrooms, drill towers, rescue buildings and burn buildings (collectively, the "Zone 1 Facilities") All Facilities authorized to be funded by the CFD, other than the Zone 1 Facilities, are referred to as the "Zone 2 Facilities," including any portion of the Facilities described in clause (ii) of the preceding paragraph not funded by Zone 1 of the CFD pursuant to clause (iii) of the preceding sentence

SERVICES

The services to be funded, in whole or in part, by the CFD include all direct and incidental costs related to providing fire protection and suppression, and emergency medical services, including (i) fire protection and suppression services, including protection planning, and (ii) emergency medical services, including ambulatory services and technical rescue The CFD may fund any of the following related to the services described in the preceding sentence obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities, establishing reserves for costs of services, paying the salaries and benefits of personnel, and for payment of other related expenses Any services to be funded by the CFD must be in addition to those provided in the territory of the CFD before the date of creation of the CFD, and may not supplant services already available within that territory when the CFD is created

OTHER

The CFD may also finance the following

(i) The direct and indirect expenses incurred by the Fresno Fire Protection District (the "District") in connection with the establishment and administration of the CFD (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the District related to the CFD or the collection of special taxes, an allocable share of the salaries of the District staff directly related thereto and a proportionate amount of the District's general administrative overhead related thereto, any amounts paid by the District from its general fund with respect to the CFD or the facilities or services authorized to be funded by the CFD, and expenses incurred by the District in undertaking any action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the District in any way related to the CFD

(ii) Bond related expenses, including underwriters discount, appraisal and absorption study costs, reserve fund, capitalized interest, financial advisor fees and expenses, bond and disclosure counsel fees and expenses, landowner counsel fees and expenses, underwriter counsel fees and expenses, and all other incidental expenses

(iii) Reimbursement of costs related to the formation of the CFD advanced by the District or any landowner in the CFD, as well as reimbursement of any costs advanced by the District or any landowner in the CFD for facilities, services, fees or other purposes or costs of the CFD

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 2010-1 OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels within Community Facilities District No 2010-01 (CFD No 2010-01) of the Fresno County Fire Protection District (District), other than Assessor's Parcels classified as Exempt Property as defined herein, and collected each Fiscal Year commencing in Fiscal Year 2010-2011, in an amount determined by the CFD Administrator through the application of the procedures described below All of the real property within CFD No 2010-01, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided

A. DEFINITIONS

The terms hereinafter set forth have the following meanings

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2 5, Part 1, Division 2 of Title 5 of the Government Code of the State of California

"Administrative Expenses" means the following actual or reasonably estimated expenses related to the administration of CFD No 2010-01 the costs of determining the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any District employee whose duties are related to the administration of CFD No 2010-01, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding CFD No 2010-01 or the Bonds, and any and all other costs incurred in connection with the administration of CFD No 2010-01

"Annual Escalation Factor" means an annual percentage change of three percent (3%)

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number

"Bond Documents" means any fiscal agent agreement, indenture, trust agreement or similar document setting forth the terms of any Bonds

"Bonds" means any bonds or other debt (as defined in Section 53317 (d) of the Act), whether in one or more series, issued by the District for CFD No 2010-01 under the Act

"Boundary Map" means the map of the boundaries of CFD No 2010-01 recorded on June 3, 2010 in the Fresno County Recorder's Office in Book 4, Pages 29 and 30, of Maps of Assessments and Community Facilities Districts (instrument number 2010-0071424)

"Building Permit" means a permit for new construction for a residential dwelling or non-residential structure For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation

"Building Square Footage" or "BSF" for Non-Residential Property "Building Square Footage" means all of the square footage within the perimeter of a non-residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area The determination of "Building Square Footage" for a non-residential structure will be based on the Building Permit(s) issued for such structure and/or by reference to appropriate records kept by the Department of Public Works and Planning of the County of Fresno

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31

"Certificate of Occupancy" means a certificate issued by the County, or other applicable government entity, that authorizes the actual occupancy of a dwelling unit for habitation by one or more residents or the occupancy of Non Residential Property

"CFD Administrator" means an official of the District, or designee thereof, responsible for determining the Special Tax Requirement for Zone 1 Facilities, the Special Tax Requirement for Zone 2 Facilities, and the Special Tax Requirement for Services, and providing for the levy and collection of the Special Taxes for CFD No 2010-01

"CFD No. 2010-01" means Community Facilities District No 2010-01 of the Fresno County Fire Protection District established by the District Board under the Act

"Commercial Property" means an Assessor's Parcel of Non-Residential Property for which a building permit(s) has been issued for commercial use, including but not limited to an Assessor's Parcel with a land use designation identified by the County as commercial retail, food services, shopping centers, grocery stores, gas stations, restaurants, hotels and motels, and recreational facilities Classifications shall be determined by the CFD Administrator

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of San Francisco, measured as of the Calendar Year, which ends in the previous Fiscal Year In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of San Francisco

"County" means the County of Fresno

"Covenant Fees" means fees exacted from new development by the District to fund the Facilities

"District" means the Fresno County Fire Protection District

"District Board" means the Board of Directors of the District, acting as the legislative body of CFD No 2010-01

"Developed Property" means an Assessor's Parcel of Taxable Property that is not Tenured Property for which a Certificate of Occupancy was issued on or before **April 1** preceding the Fiscal Year for which Special Taxes are being levied

"Entitled Property" means Residential Property that is not Permitted Property or Developed Property, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to **April 1** preceding the Fiscal Year in which the Special Tax is

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being levied The term "Entitled Property" shall apply only to Residential Property, excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the CFD Administrator

"Exempt Property" means all Assessor's Parcels within CFD No 2010-01 that are exempt from the Special Taxes pursuant to the Act or Section G herein

"Facilities" means those facilities authorized to be funded by CFD No 2010-01

"Final Map" means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq)

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30

"Future Annexation Area" means all Assessor's Parcels within the future annexation area of CFD No 2010-01, as determined by reference to the Boundary Map

"Industrial Property" means an Assessor's Parcel of Non-Residential Property for which a building permit(s) has been issued for industrial use, including but not limited to an Assessor's Parcel with a land use designation identified by the County as industrial, cold storage and slaughter house, cotton gin and compress, factory, air terminal, storage, granary and rice mill, light industrial, light manufacturing, lumber yard, oil and gas bulk plant, packing house, warehouse, and winery Classifications shall be determined by the CFD Administrator

"Land Use Type" means any of the land use types listed in Table 1 below

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued

"Maximum Special Tax A" means the maximum Special Tax A determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor's Parcel of Taxable Property

"Maximum Special Tax B" means the maximum Special Tax B determined in accordance with Section C, which may be levied by in any Fiscal Year on an Assessor's Parcel of Taxable Property

"Mixed Use Property" means an Assessor's Parcel of Developed Property that contains more than one Land Use Type located on such Assessor's Parcel

"Multi-Family Residential" or "MFR Property" means an Assessor's Parcel classified as Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of two or more Residential Units for rent, exclusive of condominiums and attached Single-Family Residential property

"Non-Conforming Property" means an Assessor's Parcel of Non-Residential Property that is not classified as Commercial Property, Office Property or Industrial Property Classifications shall be determined by the CFD Administrator

"Non-Residential Property" means an Assessor's Parcel classified as Developed Property, excluding Residential Property and Public Property

"Office Property" means an Assessor's Parcel of Non-Residential Property for which a building permit(s) has been issued for office and/or profession use, including but not limited to an Assessor's Parcel with a land use designation identified by the County as office, general office, medical-dental office, hospitals, professional building, and bank or financial institution Classifications shall be determined by the CFD Administrator

"Permitted Property" means an Assessor's Parcel of Taxable Property that is not Developed Property for which a Building Permits was issued on or before **April 1** preceding the Fiscal Year for which Special Taxes are being levied

"Prepayment Amount" means the amount required to prepay the Special Tax A obligation in full for an Assessor's Parcel, as described in Section E

"Proportionately" means inclusive to each respective Zone the following for Developed Property, the ratio of the actual Special Tax A levied on Developed Property to the Maximum Special Tax A for Developed Property is equal for all Assessor's Parcels of Developed Property, and the ratio of the actual Special Tax B levied on Developed Property to the Maximum Special Tax B for Developed Property is equal for all Assessor's Parcels of Developed Property For Permitted Property, it means that the ratio of the actual Special Tax A levied on Permitted Property to the Maximum Special Tax A for Permitted Property is equal for all Assessor's Parcels of Permitted Property For Entitled Property, it means that the ratio of the actual Special Tax A levied on Entitled Property to the Maximum Special Tax A for Entitled Property is equal for all Assessor's Parcels of Entitled Property For Tenured Property, it means that the ratio of the actual Special Tax A levied on Tenured Property to the Maximum Special Tax A for Tenured Property is equal for all Assessor's Parcels of Tenured Property, and the ratio of the actual Special Tax B levied on Tenured Property to the Maximum Special Tax B for Tenured Property is equal for all Assessor's Parcels of Tenured Property

"Public Property" means any property within the boundaries of CFD No 2010-01 that is owned by or irrecoverably dedicated to a city, the federal government, the State of California, the County, or any other public agency

"Residential Property" means all Assessors' Parcels of Developed Property within CFD No 2010-01 for which a Building Permit has been issued for purposes of constructing one or more Residential Unit(s)

"Residential Unit" means any residence in which a person or persons may live, which is not considered to be used for non-residential use

"Services" means the services eligible to be funded by CFD No 2010-01

"Single-Family Residential Property" or "SFR Property" means an Assessor's Parcel classified as Developed Property for which a building permit(s) has been issued for purposes of constructing one or more single-family residential dwelling unit For purposes of this definition, condominiums are classified as SFR Property

"Special Tax" means, collectively, Special Tax A and Special Tax B

"Special Tax A" means the special tax authorized to be levied within CFD No 2010-01pursuant to the Act to pay the costs of the Facilities

"Special Tax B" means the special tax authorized to be levied within CFD No 2010-01pursuant to the Act to pay the costs of the Services

"Special Tax Requirement for Zone 1 Facilities" means the amount required in any Fiscal Year, as determined by the CFD Administrator, to (i) pay the debt service and other periodic costs on the Bonds due in the Calendar Year that commences in such Fiscal Year, in proportion to the ratio of Zone 1 Facilities financed versus all Facilities financed with the proceeds of the Bonds, adjusted for prepayments in Zone 1, (ii) repay the advancements of funds by the District to pay the costs of Zone 1 Facilities, provided

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that the inclusion of such amount does not cause an increase in the levy of Special Tax A on Entitled Property or Permitted Property, (iii) pay Administrative Expenses associated with Special Tax A, any Bonds, and/or any Facilities associated with Zone 1, (iv) establish or replenish any reserve funds established in association with Bonds, the proceeds of which, were used to pay the costs of Zone 1 Facilities, (v) provide for delinquencies within Zone 1 in the payment of Special Tax A not previously taken into account in the following clause (vi), (vi) provide for a reasonable estimate of delinquencies expected to occur within Zone 1 in the Fiscal Year in which Special Tax A will be levied, as determined by the CFD Administrator, and (vii) pay directly for the costs of the acquisition or construction of Zone 1 Facilities, including incidental expenses related to Zone 1 Facilities as authorized pursuant to the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax A on Entitled Property or Permitted Property, less (viii) any amount available to pay debt service or other periodic costs on the Bonds pursuant to the Bond Documents

"Special Tax Requirement for Zone 2 Facilities" means the amount required in any Fiscal Year, as determined by the CFD Administrator, to (i) pay the debt service and other periodic costs on the Bonds due in the Calendar Year that commences in such Fiscal Year, in proportion to the ratio of Zone 2 Facilities financed versus all Facilities financed with the proceeds of the Bonds, adjusted for prepayments in Zone 2, (ii) repay the advancements of funds by the District to pay the costs of Zone 2 Facilities, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax A on Entitled Property or Permitted Property, (iii) pay Administrative Expenses associated with Special Tax A, any Bonds, and/or any Facilities associated with Zone 2, (iv) establish or replenish any reserve funds established in association with Bonds, the proceeds of which, were used to pay the costs of Zone 2 Facilities, (v) provide for delinquencies within Zone 2 in the payment of Special Tax A not previously taken into account in the following clause (vi), (vi) provide for a reasonable estimate of delinquencies expected to occur within Zone 2 in the Fiscal Year in which Special Tax A will be levied, as determined by the CFD Administrator, and (vii) pay directly for the costs of the acquisition or construction of Zone 2 Facilities, including incidental expenses related to Zone 2 Facilities as authorized pursuant to the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax A on Entitled Property or Permitted Property, less (viii) any amount available to pay debt service or other periodic costs on the Bonds pursuant to the Bond Documents

"Special Tax Requirement for Services" means the amount, as determined by the CFD Administrator, for any Fiscal Year to (i) pay the costs of the Services during such Fiscal Year, (ii) pay Administrative Expenses associated with Special Tax B, (iii) establish or replenish any reserve fund established for Services, (iv) pay incidental expenses related to the Services as authorized pursuant to the Act, (v) provide for any delinquencies in the payment of Special Tax B not previously taken into account in the following clause (v), and (v) provide for a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which Special Tax B will be levied

"Taxable Property" means all Assessor's Parcels that are not exempt from the Special Tax pursuant to the Act or Section G

"Tenured Property" means an Assessor's Parcel of Developed Property that has paid Special Tax A for fifteen (15) consecutive years

"Trustee" means the trustee, fiscal agent, or paying agent under the Bond Documents

"Undeveloped Property" means an Assessor's Parcel for which a Building Permit has not been issued or a Final Map has not been recorded

"Zone" means one of the two mutually exclusive geographic areas defined below

- **"Zone 1"** means the area within CFD No 2010-01 designated as Zone 1 by reference to the Boundary Map, together with any property annexed thereto in accordance with the Act

- **"Zone 2"** means the area within CFD No 2010-01 designated as Zone 2 by reference to the Boundary Map, together with any property annexed thereto in accordance with the Act

"Zone Buildout" means that all expected Building Permits have been issued within the applicable Zone, as determined by the CFD Administrator, based on growth projections defined in the Fresno County Fire Protection Fire Facilities Impact Fee Study, dated January 14, 2010

"Zone 1 Facilities" means those Facilities authorized to be funded with the proceeds of Special Tax A collected from property in Zone 1 of CFD No 2010-01

"Zone 2 Facilities" means those Facilities within Zone 2 authorized to be funded with the proceeds of Special Tax A collected from property in Zone 2 of CFD No 2010-01

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2010-2011, each Assessor's Parcel shall be categorized by the CFD Administrator into Zone 1 or Zone 2 and classified as Taxable Property or Exempt Property In addition, each Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified by the CFD Administrator as Developed Property, Entitled Property, Permitted Property, or Tenured Property Lastly, each Fiscal Year, beginning with Fiscal Year 2010-2011, each Assessor's Parcel of Developed Property shall further be classified by the CFD Administrator as SFR Property, MFR Property, Non-Residential Property, or Mixed Use Property, and each Assessor Parcel of Non-Residential Property shall be classified as Commercial Property, Office Property, Industrial Property, Non-Conforming Property, Mixed Use Property Commencing with Fiscal Year 2010-2011 and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C below

C. MAXIMUM SPECIAL TAXES

1. Developed Property

A Zone 1

Each Fiscal Year commencing in Fiscal Year 2010-2011, each Assessor's Parcel of Developed Property within each Zone of CFD No 2010-01 shall be subject to a Special Tax A and a Special Tax B The Maximum Special Tax A and Maximum Special Tax B for Developed Property within Zone 1 and Zone 2 of CFD No 2010-01 are shown in Tables 1 and 2, respectively

TABLE 1

ZONE 1
DEVELOPED PROPERTY
MAXIMUM SPECIAL TAX RATES

Land Use Type	Maximum Special Tax A	Maximum Special Tax B
Residential		
SFR Property	$140 per Residential Unit	$251 per Residential Unit
MFR Property	$109 per Residential Unit	$197 per Residential Unit
Non-Residential		
Commercial Property	$0 07 per BSF	$0 13 per BSF
Office Property	$0 10 per BSF	$0 18 per BSF
Industrial Property	$0 04 per BSF	$0 07 per BSF
Non-Conforming Property	$0 02 per BSF	$0 03 per BSF

TABLE 2

ZONE 2
DEVELOPED PROPERTY
MAXIMUM SPECIAL TAX RATES

Land Use Type	Maximum Special Tax A	Maximum Special Tax B
Residential		
SFR Property	$93 per Residential Unit	$174 per Residential Unit
MFR Property	$73 per Residential Unit	$137 per Residential Unit
Non-Residential		
Commercial Property	$0 05 per BSF	$0 09 per BSF
Office Property	$0 07 per BSF	$0 12 per BSF
Industrial Property	$0 02 per BSF	$0 05 per BSF
Non-Conforming Property	$0 01 per BSF	$0 02 per BSF

In determining the Maximum Special Tax A which may be levied in each subsequent Fiscal Year following Fiscal Year 2010-2011, the Maximum Special Tax A shall be increased from the Maximum Special Tax A in effect for the prior Fiscal Year by an amount equal to the greater of (i) the Construction Inflation Index, or (ii) 2 0 percent of the amount in effect for the previous Fiscal Year, provided, however, that for each Fiscal Year subsequent to the Fiscal Year in which an Assessor's Parcel is initially categorized as Developed Property, the Maximum Special Tax A for such Assessor's Parcel shall not increase from the amount in effect for the previous Fiscal Year

For each subsequent Fiscal Year following Fiscal Year 2010-2011, Maximum Special Tax B shall be increased from the Maximum Special Tax B in effect for the prior Fiscal Year by the Annual Escalation Factor

2. Permitted Property

Each Fiscal Year commencing in Fiscal Year 2010-2011, each Assessor's Parcel classified as Permitted Property within each Zone of CFD No 2010-01 shall be subject to a Special Tax A The Maximum Special Tax A for Permitted Property within Zone 1 and Zone 2 of CFD No 2010-01 are shown in Tables 3 and 4, respectively There shall be no levy of Special Tax B on any Permitted Property

TABLE 3

ZONE 1
PERMITTED PROPERTY
MAXIMUM SPECIAL TAX RATES

Land Use Type	Maximum Special Tax A
Residential	
SFR Property	$140 per Residential Unit
MFR Property	$109 per Residential Unit
Non-Residential	
Commercial Property	$0 07 per BSF
Office Property	$0 10 per BSF
Industrial Property	$0 04 per BSF
Non-Conforming Property	$0 02 per BSF

TABLE 4

ZONE 2
PERMITTED PROPERTY
MAXIMUM SPECIAL TAX RATES

Land Use Type	Maximum Special Tax A
Residential	
SFR Property	$93 per Residential Unit
MFR Property	$73 per Residential Unit
Non-Residential	
Commercial Property	$0 05 per BSF
Office Property	$0 07 per BSF
Industrial Property	$0 02 per BSF
Non-Conforming Property	$0 01 per BSF

In determining the Maximum Special Tax A which may be levied in each subsequent Fiscal Year following Fiscal Year 2010-2011, the Maximum Special Tax A shall be

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increased from the Maximum Special Tax A in effect for the prior Fiscal Year by an amount equal to the greater of (i) the Construction Inflation Index, or (ii) 2 0 percent of the amount in effect for the previous Fiscal Year

3. Entitled Property

Each Fiscal Year commencing in Fiscal Year 2010-2011, each Assessor's Parcel classified as Entitled Property within each Zone of CFD No 2010-01 shall be subject to a Special Tax A The Maximum Special Tax A for Entitled Property within Zone 1 and Zone 2 of CFD No 2010-01 are shown in Tables 5 and 6, respectively There shall be no levy of Special Tax B on any Entitled Property

TABLE 5

ZONE 1
ENTITLED PROPERTY
MAXIMUM SPECIAL TAX RATE

Maximum Special Tax A
$140 per Lot

TABLE 6

ZONE 2
ENTITLED PROPERTY
MAXIMUM SPECIAL TAX RATE

Maximum Special Tax A
$93 per Lot

In determining the Maximum Special Tax A which may be levied in each subsequent Fiscal Year following Fiscal Year 2010-2011 on Entitled Property, the Maximum Special Tax A shall be increased from the Maximum Special Tax A in effect for the prior Fiscal Year by an amount equal to the greater of (i) the Construction Inflation Index, or (ii) 2 0 percent of the amount in effect for the previous Fiscal Year

4. Undeveloped Property

For any Fiscal Year, each Assessor's Parcel classified as Undeveloped Property within either Zone of CFD No 2010-01 shall be exempt from the levy of Special Tax A and the levy of Special Tax B

5. Tenured Property

Each Fiscal Year commencing in Fiscal Year 2010-2011, each Assessor's Parcel of Tenured Property within each Zone of CFD No 2010-01 shall be subject to a Special Tax A and a Special Tax B The Maximum Special Tax A for an Assessor's Parcel classified as Tenured Property shall be equal to the Maximum Special Tax A determined for such Assessor's Parcel when it was initially classified as Developed Property The Maximum Special Tax B for Tenured Property within Zone 1 and Zone 2 of CFD No 2010-01 are shown in Tables 7 and 8, respectively

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TABLE 7

ZONE 1
TENURED PROPERTY
MAXIMUM SPECIAL TAX B

Land Use Type	Maximum Special Tax B
Residential	
SFR Property	$251 per Residential Unit
MFR Property	$197 per Residential Unit
Non-Residential	
Commercial	$0 13 per BSF
Office	$0 18 per BSF
Industrial	$0 07 per BSF
Non-Conforming Property	$0 03 per BSF

TABLE 8

ZONE 2
TENURED PROPERTY
MAXIMUM SPECIAL TAX B

Land Use Type	Maximum Special Tax B
Residential	
SFR Property	$174 per Residential Unit
MFR Property	$137 per Residential Unit
Non-Residential	
Commercial	$0 09 per BSF
Office	$0 12 per BSF
Industrial	$0 05 per BSF
Non-Conforming Property	$0 02 per BSF

For each subsequent Fiscal Year following Fiscal Year 2010-2011, Maximum Special Tax B shall be increased from the Maximum Special Tax B in effect for the prior Fiscal Year by the Annual Escalation Factor

6. **Mixed Use Property**

Each Fiscal Year commencing in Fiscal Year 2010-2011, each Assessor's Parcel of Mixed Use Property within each Zone of CFD No 2010-01 shall be subject to a Special Tax A and a Special Tax B The Maximum Special Tax A for an Assessor's Parcel classified as Mixed Use Property shall be equal to the sum of Maximum Special Tax A that may be applied to each Land Use Type located on that Assessor's Parcel The Maximum Special Tax B for an Assessor's Parcel classified as Mixed Use Property shall be equal to the sum

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of Maximum Special Tax B that may be applied to each Land Use Type located on that Assessor's Parcel

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

1. Special Tax A

A. Zone 1

Commencing in Fiscal Year 2010-2011 and for each subsequent Fiscal Year as provided in Section F, the CFD Administrator shall levy Special Tax A on all Taxable Property within Zone 1 of CFD No 2010-01 until the total amount of Special Tax A levied equals the Special Tax Requirement for Zone 1 Facilities in accordance with the following steps

Step One The Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property, excluding Tenured Property, within Zone 1 up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax Requirement for Zone 1 Facilities

Step Two If additional monies are needed to satisfy the Special Tax Requirement for Zone 1 Facilities after the first step has been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Permitted Property within Zone 1 up to 100% of the applicable Maximum Special Tax A for Permitted Property

Step Three If additional monies are needed to satisfy the Special Tax Requirement for Zone 1 Facilities after the first two steps have been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Entitled Property within Zone 1 up to 100% of the applicable Maximum Special Tax A for Entitled Property

Step Four If additional monies are needed to satisfy the Special Tax Requirement for Zone 1 Facilities after all previous steps have occurred, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Tenured Property within Zone 1 up to 100% of the applicable Maximum Special Tax A for Tenured Property

Notwithstanding any provision of this Section D to the contrary, under no circumstances will the Special Tax A levied against any Assessor's Parcel of Developed Property that is SFR Property within Zone 1 be increased by more than ten percent (10%) per Fiscal Year as a consequence of delinquency or default in the payment of Special Taxes by the owner of any other Assessor's Parcel

In addition, notwithstanding the forgoing or any other provision of this Rate and Method of Apportionment of Special Tax, prior to the issuance of any Bonds to finance Zone 1 Facilities, the CFD Administrator shall provide a Special Tax A Certificate to the District The Special Tax A Certificate will identify the amount of revenue expected to be generated from Developed Property within Zone 1 to ensure that at least 75% of the Special Tax Requirement for Zone 1 Facilities is expected to be funded by the levy and collection of the Special Tax A on Developed Property in Zone 1, assuming the proposed Bond issue and absent of unanticipated delinquencies

B. Zone 2

Commencing in Fiscal Year 2010-2011 and for each subsequent Fiscal Year as provided in Section F, the CFD Administrator shall levy Special Tax A on all Taxable Property

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within Zone 2 of CFD No 2010-01 until the total amount of Special Tax A levied equals the Special Tax Requirement for Zone 2 Facilities in accordance with the following steps

Step One The Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property, excluding Tenured Property, within Zone 2 up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax Requirement for Zone 2 Facilities

Step Two If additional monies are needed to satisfy the Special Tax Requirement for Zone 2 Facilities after the first step has been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Permitted Property within Zone 2 up to 100% of the applicable Maximum Special Tax A for Permitted Property

Step Three If additional monies are needed to satisfy the Special Tax Requirement for Zone 2 Facilities after the first two steps have been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Entitled Property within Zone 2 up to 100% of the applicable Maximum Special Tax A for Entitled Property

Step Four If additional monies are needed to satisfy the Special Tax Requirement for Zone 2 Facilities after all previous steps have occurred, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Tenured Property within Zone 2 up to 100% of the applicable Maximum Special Tax A for Tenured Property

Notwithstanding any provision of this Section D to the contrary, under no circumstances will the Special Tax A levied against any Assessor's Parcel of Developed Property that is SFR Property within Zone 2 be increased by more than ten percent (10%) per Fiscal Year as a consequence of delinquency or default in the payment of Special Taxes by the owner of any other Assessor's Parcel

2. Special Tax B

Commencing in Fiscal Year 2010-2011 and for each subsequent Fiscal Year, the CFD Administrator shall levy a Special Tax B on all Developed Property and Tenured Property within Zone 1 and Zone 2 of CFD No 2010-01 Proportionately up to 100% of the applicable Maximum Special Tax B for such Fiscal Year for Developed Property or Tenured Property to satisfy Special Tax Requirement for Services There shall be no levy of Special Tax B on any Permitted Property or Entitled Property

Notwithstanding any provision of this Section D to the contrary, under no circumstances will the Special Tax B levied against any Assessor's Parcel of Developed Property that is SFR Property be increased by more than ten percent (10%) per Fiscal Year as a consequence of delinquency or default in the payment of Special Taxes by the owner of any other Assessor's Parcel

E. PREPAYMENT OF SPECIAL TAX

1. Special Tax A

The following definitions apply to this Section E

"Facilities Costs" means for Zone 1 and Zone 2, $3 441 million and $41 970 million, respectively, expressed in 2010 dollars, which shall increase by the Construction Inflation Index on January 1, 2011, and on each January 1 thereafter, as determined by the CFD Administrator, or such lower numbers specific to each Zone - as shall be

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determined either by (a) the CFD Administrator as sufficient to pay for all of the Zone 1 Facilities and/or Zone 2 Facilities, or (b) the District Board concurrently with a covenant that it will not issue any more Bonds to pay the costs of Zone 1 Facilities and/or Zone 2 Facilities (except refunding bonds)

"Future Zone 1 Facilities Costs" means the Facilities Costs for Zone 1 minus that (a) portion of the Facilities Costs for Zone 1 previously funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund associated with Zone 1 Facilities and (iii) directly from Special Tax A revenues from Zone 1 and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund for Zone 1 Facilities

"Future Zone 2 Facilities Costs" means the Facilities Costs for Zone 2 minus that (a) portion of the Facilities Costs for Zone 2 previously funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund associated with Zone 2 Facilities and (iii) directly from Special Tax A revenues from Zone 2 and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund for Zone 2 Facilities

"Improvement Fund" means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities

"Outstanding Bonds" means all previously issued Bonds which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of Covenant Fees or prior prepayments of the Special Tax A

The Special Tax A obligation of an Assessor's Parcel of Taxable Property that is Developed Property or Tenured Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax A obligation would be prepaid The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax A obligation shall provide the CFD Administrator with written notice of intent to prepay, and within 10 business days of receipt of such notice, the District shall notify such owner of the amount of a non-refundable deposit determined by the CFD Administrator as necessary to cover the cost to be incurred by CFD No 2010-01 in calculating the proper amount of a prepayment Within 30 business days of receipt by the CFD Administrator of the non-refundable deposit, the CFD Administrator shall notify such owner of the prepayment amount for the applicable Assessor's Parcel Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Bond Documents

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below)

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
<u>less</u>	<u>Reserve Fund Credit</u>
equals	**Prepayment Amount**

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As of the date of prepayment, the Prepayment Amount shall be calculated as follows

1 For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax A applicable to such Assessor's Parcel

2 For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax A computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax A applicable to all Assessor's Parcels of Taxable Property within the Zone that the Assessor Parcel intending to prepay is located, assuming Zone Buildout, excluding the Maximum Special Taxes applicable to Tenured Property and the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax A obligation has been previously prepaid

3 For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2, by the portion of Outstanding Bonds associated with the Facilities of the Zone that the Assessor's Parcel intending to prepay is located The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable

4 Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount This product is the "Redemption Premium "

5 If (a) all the Bonds authorized to be issued for the applicable Zone of CFD No 2010-01 have not been issued, and (b) the District Board has not restricted its ability to issue additional bonds in the future for the applicable Zone, then compute the Future Facilities Amount for the applicable Zone

6 The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5 The product shall be the "Future Facilities Amount "

7 Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Tax A levied on and paid, for the Assessor's Parcel in the current Fiscal Year and the portion of Outstanding Bonds associated with the Facilities funded for the Zone that the Assessor's Parcel intending to prepay is located

8 Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the next available redemption date for the Outstanding Bonds

9 Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7 This difference is the "Defeasance "

10 Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption This amount is the "Administrative Fee "

11 Calculate the "Reserve Fund Credit" as the lesser of (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of

Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than $0

12 The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit

With respect to the Special Tax A obligation that is prepaid pursuant to this Section F, the CFD Administrator shall indicate in the records of CFD No 2010-01 that there has been a prepayment of the Special Tax A obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax A obligation and the release of the Special Tax A lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax A shall cease

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax A that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1 20 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year

2. Special Tax B

Special Tax B is levied for the purpose of financing ongoing Services and therefore may not be prepaid

F. TERMINATION OF SPECIAL TAX A

For each Fiscal Year that any Bonds are outstanding, Special Tax A shall be levied on all Assessor's Parcels of Taxable Property within CFD No 2010-01 in accordance with Section D If an Assessor's Parcel of Tenured Property is not levied Special Tax A for two (2) consecutive years and the Assessor's Parcel has no delinquent Special Taxes, the Assessor's Parcel obligation to pay Special Tax A shall cease If any delinquencies for Special Tax A remain uncollected prior to or after all Bonds are retired, Special Tax A may be levied to the extent necessary to reimburse CFD No 2010-01 for any uncollected Special Tax A

G. EXEMPTIONS

The District shall classify as Exempt Property (i) Public Property, (ii) Undeveloped Property, (iii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iv) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement

H. APPEALS

Any property owner claiming that the amount or application of the Special Tax A or Special Tax B is not correct may file a written notice of appeal with the CFD Administrator not later than twelve months after having paid the first installment of the Special Tax A or Special Tax B that is disputed The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax A or Special Tax B, and rule on the appeal If the decision of the CFD Administrator requires that the Special Tax A or Special Tax B for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy for Special Tax A), but an adjustment shall be made to the Special Tax A or Special Tax B on that Assessor's Parcel in the subsequent Fiscal Year(s)

I. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Special Taxes may be billed and collected at a different time or in a different manner if necessary to meet the financial obligations of CFD No 2010-01

YV

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 2010-1 OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND WITHIN THE COMMUNITY FACILITIES DISTRICT

Fresno County Assessor's Parcel Numbers	Owner of Record of Parcels
300-340-11 300-340-13 300-340-14 300-340-26 300-541-10 300-541-11 300-541-13 300-541-14 300-541-15 300-541-16 300-541-17	Westcal Inc c/o JPJ Incorporated 7030 North Fruit Avenue, Suite 101 Fresno, California 93711
300-541-05	JPJ Incorporated 7030 North Fruit Avenue, Suite 101 Fresno, California 93711

B

Fresno County Recorder
Paul Dictos, CPA
2021-0184537
Recorded at the request of:
ERECORDING PARTNERS NETWORK
11/05/2021 12:35 47
Titles: 2 Pages: 36
Fees: $143.00
CA SB2 Fees:$150.00
Taxes: $0.00
Total: $293.00

RECORDING REQUESTED BY

Recorded at Request of
Old Republic Title Company

1411012042

WHEN RECORDED RETURN TO

GRANVILLE HOMES, INC.
Attn: Legal Department
1396 W. Herndon Avenue, Suite 101
Fresno, CA 93711

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND NOTICE OF CERTAIN MATTERS FOR GRANVILLE AT MILLERTON (TRACT NO. 6189)

NOTICE OF ARBITRATION AND WAIVER OF RIGHT TO HAVE DISPUTES LITIGATED IN A COURT OR JURY TRIAL:

Article VII of this Declaration of Covenants, Conditions, and Restrictions and Notice of Certain Matters requires arbitration of, among other things, any dispute arising out of or relating to the planning, design, engineering, grading, construction, or other development of the Project. Please refer to Article VII of this Declaration, as well as **Exhibit C**, for additional details regarding arbitration.

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND NOTICE OF CERTAIN MATTERS FOR GRANVILLE AT MILLERTON (TRACT NO. 6189)

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND NOTICE OF CERTAIN MATTERS FOR GRANVILLE AT MILLERTON (TRACT NO. 6189) (the "**Declaration**"), is made this 4th day of November, 2021, by 3B Development, Inc., a California corporation. 3B Development, Inc. and its successors and assigns shall hereafter be referred to as "**Declarant**".

RECITALS

A. Declarant is the owner of that certain real property located in the County of Fresno, State of California and more particularly described in **Exhibit A** to this Declaration (the "**Property**").

B. Declarant intends to establish a residential housing development upon the Property, and to establish covenants, conditions, and restrictions upon the Project (as hereinafter defined) and each and every portion thereof, which will constitute a general scheme for the ownership, improvement, and maintenance of the Project and for the use, occupancy, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Project and enhancing the quality of life within the Project.

C. Declarant will hereafter hold and convey title to the entire Project subject to certain protective covenants, conditions, and restrictions hereafter set forth.

NOW, THEREFORE, for the purposes set forth above, Declarant, as the owner of the Property, hereby declares that the Property, and each and every part thereof, shall be held, sold, and conveyed subject to the following easements, equitable servitudes, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute equitable servitudes on, the Project and which shall run with the Project and be binding on and inure to the benefit of all parties having any right, title, or interest therein, or in any part thereof, and their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

1.1 "AGENCIES" means and refers to collectively one or more of the following agencies and the following letter designation of such agencies shall mean and refer to respectively the agency specified within the parentheses following such letter designation: VA (Department of Veterans Affairs), FHLMC (Federal Home Loan Mortgage Corporation), FNMA (Federal National Mortgage Association), and GNMA (Government National Mortgage Association).

1.2 "BUYER" means the first person to purchase or otherwise acquire title to a Lot from Declarant.

1.3 "DECLARANT" means 3B Development, Inc., a California corporation, and its successors and assigns by merger, consolidation or by purchase of all or substantially all of the Project owned by 3B Development, Inc. provided that such party is designated by the assignor-Declarant as a succeeding "Declarant" in a writing which is recorded in the Office of the County Recorder (as hereinafter defined). Declarant also sometimes is referred to as "Seller" in this Declaration.

1.4 "DECLARATION" means this Declaration of Covenants, Conditions, and Restrictions, and Notice of Certain Matters for Granville at Millerton (Tract No. 6189), as amended or supplemented from time to time.

1.5 "DECLARATION OF REMOVAL" means an instrument containing the information required by Section 4.1 of this Declaration removing property from the Project and from the jurisdiction of this Declaration as provided in Article IV of this Declaration.

1.6 "DISPUTE" means all claims, breaches, disputes, or controversies between Declarant (Seller) and Buyer arising from or related to the Lot, the Residence or Improvement(s), or the purchase and sale transaction contemplated by the Purchase Agreement, including, but not limited to, any claim that the fit and finish or some other component of the Residence does not comply with the terms of the Express Limited Warranty, that any portion or component of the Lot, Residence, or Improvement(s) is otherwise defective, and any other "Dispute" as defined in any of the Non-Adversarial Dispute Resolution Agreement (attached as **Exhibit B** to this Declaration), the Arbitration Agreement (attached as **Exhibit C** to this Declaration), or the Express Limited Warranty (attached as **Exhibit D** to this Declaration).

1.7 "EXHIBIT" means and refers to those documents so designated herein and attached hereto (as such Exhibits may be amended or supplemented pursuant to Section 8.15D of this Declaration) and each such Exhibit is by this reference incorporated in this Declaration.

1.8 "EXPRESS LIMITED WARRANTY" means and refers to the Home Builder's Limited Warranty issued to Buyer in connection with the purchase of the Lot and Residence described and included in the Purchase Agreement. A true and correct copy of the text of the Express Limited Warranty is attached hereto as **Exhibit D**.

1.9 "IMPROVEMENTS" means the primary residential structure located or to be located upon any Lot, as well as all structures and appurtenances thereto of every type and kind, and all improvements at any time located upon any Lot, including, but not limited to, all buildings, walkways, sprinkler pipes, garages, roads, driveways, parking areas, landscaping items, fences, corrals, stables, screening walls, retaining walls, stairs, decks, landscaping, swimming pools, hedges, wind breaks, plantings, planted trees and shrubs, poles, signs, exterior air-conditioning, and water softener fixtures or equipment.

1.10 "LOT" means and refers to a lot shown on any final map filed for record or a parcel shown on any parcel map filed for record to the extent such lots or parcels are part of the Project.

1.11 "MORTGAGE" means and refers to any duly recorded mortgage or deed of trust encumbering a Lot. A "First Mortgage" shall refer to a Mortgage which has priority over all other Mortgages encumbering a specific Lot.

1.12 "MORTGAGEE" means and refers to the mortgagee or beneficiary under any Mortgage. A "First Mortgagee" shall mean the holder of a First Mortgage.

1.13 "OFFICE OF THE COUNTY RECORDER" means the Office of the County Recorder of Fresno County, California.

1.14 "OWNER" means and refers to one or more persons or entities who are alone or collectively the record owner of fee simple title to a Lot, including Declarant or the vendee under an installment land sales contract, but excluding those having any such interest merely as security for the performance of an obligation. If a Lot is leased by Declarant for a term in excess of twenty (20) years and the lease or memorandum thereof is recorded, the lessee or transferee of the leasehold interest and not the Declarant shall be deemed to be the Owner. If fee title to a Lot is owned other than by Declarant, the Owner of the fee title and not the lessee of such Lot shall be deemed the Owner regardless of the term of the lease.

1.15 "PARTY FENCE" means any Improvements that are constructed on the common property line of any two (2) adjoining Lots, a portion of which is located on each of the two (2) adjoining Lots.

1.16 "PERSON" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.17 "PROJECT" means and refers to the Property, including all structures and other Improvements located and to be located thereon.

1.18 "PURCHASE AGREEMENT" means and refers to, collectively, the original agreement for the purchase and sale of a Lot, including a Lot improved with a Residence, between Declarant and the Buyer of such Lot and any agreements or documents signed by Buyer and Declarant or provided to Buyer by Declarant in conjunction with the original purchase and sale or other conveyance, including, but not limited to, the Joint Purchase Agreement, Escrow Instructions and Receipt for Deposit and the Express Limited Warranty. ANY PERSON OR ENTITY FROM TIME TO TIME HOLDING TITLE TO A LOT, UPON REASONABLE PROOF OF SUCH OWNERSHIP, CAN PROCURE A COPY OF THE PURCHASE AGREEMENT FOR THE LOT AND THE EXPRESS LIMITED WARRANTY FROM DECLARANT UPON REASONABLE REQUEST AT ITS PRINCIPAL PLACE OF BUSINESS IN THE COUNTY, CURRENTLY 1396 W. HERNDON AVENUE, SUITE 101, FRESNO, CA 93711. The Purchase Agreement provides, among other things, that the Buyer shall provide a copy of any documents provided to Buyer by Declarant in the original sale, including but not limited to, the Purchase Agreement and the Express Limited Warranty, to any subsequent purchaser. ALL OF THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT ARE AND SHALL BE BINDING UPON AND INURE TO BENEFIT OF ANY SUBSEQUENT PURCHASERS.

1.19 "RESIDENCE" means and refers to a private, single family dwelling constructed or to be constructed on a Lot.

ARTICLE II
USE RESTRICTIONS

2.1 Commercial Use. No part of a Lot shall be used, caused to be used, allowed, or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any nonresidential purposes except that professional and administrative occupations without external evidence thereof may be conducted by Owners so long as such occupations are in conformance with applicable laws or regulations and such activities are merely incidental to the use of the Lot as a single family residence. Examples of disallowed external evidence shall include, without limitation, unreasonable traffic congestion, advertising within the Project, alteration of the appearance of a Lot, and alteration of the aesthetics of the Project.

2.2 Single-Family Residential. All Lots shall only be used for the residential purposes of a household, and no Lot shall be rented for transient purposes (defined as rental for a period of less than thirty (30) days) or for rooming or boarding house purposes. Subject to the foregoing restrictions, each Owner shall have the right to lease his or her Lot provided that the lease is in writing, expressly provides that the tenancy is made subject to the covenants, conditions, limitations, and restrictions contained in the Declaration, and provides that any failure by the tenant to comply with the terms of the Declaration shall be a default under the lease. Any Owner who shall lease his Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration. No Lot shall be further subdivided.

2.3 Improvements. No Improvements shall be commenced, erected, painted, planted, or repaired upon any Lot except in harmony with the external design and location of the original construction of homes within the Project and surrounding topography and in accordance with all applicable laws, regulations, or ordinances. In addition, any such Improvements or modifications thereto which will be visible from the exterior of the home (other than repainting with the same color as previously existed) shall require the prior written approval of the Declarant until such time as the Declarant owns less than ten percent (10%) of the Lots within the Project. The Declarant may establish reasonable procedural rules in connection with its review of an Owner's proposed Improvements, including the number of sets of plans and specifications and the fees for review thereof. In the event the Declarant does not approve or disapprove such plans and specifications within sixty (60) days after the same have been duly submitted to the Declarant in accordance with any rules regarding such submission adopted by the Declarant, such plans and specifications will be deemed to have been approved. Each Owner shall be solely responsible for any violation of this Declaration or any applicable instrument, law, or regulation caused by an Improvement made by such Owner even though same is approved by the Declarant, and plans and specifications shall be approved by the Declarant as to style, exterior design, appearance, and location and are not approved for engineering design or for compliance with zoning and building ordinances, this Declaration, easements, deed restrictions, and other rights and obligations affecting the Project, and by approving such plans and specifications, neither the Declarant, nor any member, officer, director, employee, or agent thereof, assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. The Declarant shall have the right to require, as a condition of approval, that an Owner provide indemnification on terms and conditions satisfactory to the Declarant. Any such Improvement shall be constructed in a good and workmanlike condition and completed within a reasonable timeframe. No more than one (1) dwelling structure may be constructed or maintained upon any Lot, and all dwelling structures shall be designed for occupancy, and be occupied by no more than one (1) family.

2.4 Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Project except such signs as may be used by Declarant or their sales agents in connection with the development of the Project and sale of the Lots; provided, however, that an Owner or his agent may display on his Lot a sign advertising its sale or lease by him so long as the sign is of the size, color, and shape customarily used for such signs in the geographic vicinity of the Project. Political signs also may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue, or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election. Notwithstanding the restrictions set forth in this Section, Owners may install a maximum of three (3) signs which disclose that the Lot is protected by a security system. Such security signs may be placed on or around the Lot; provided, however, that such signs do not exceed customary dimensions.

2.5 Nuisance. No noxious or offensive trade or activity shall be carried on or upon any Lot or any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or nuisance to, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Lot.

2.6 Construction of Swimming Pools or Above Ground Structures. Prior to construction of a swimming pool, spa, water feature, or above ground structure, Owner shall have the area of construction inspected by a licensed soil engineer for proper compaction and soil stability. This inspection must occur prior to installation of reinforcing bars, gunite, or any required structural footings being completed for a pool, water feature, or placement of an above ground structure. In addition, Owner shall adhere to all applicable local and current California Building Codes. If unstable soil or any unknown organic material is identified, the repair, removal, and/or replacement of the same is the responsibility of the Owner and the Owner must take necessary steps to correct such condition(s).

NOTE: IT IS DECLARANT'S RESPONSIBILITY TO ATTAIN COMPACTION OF THE BUILDING PAD ONLY. DECLARANT CANNOT AND DOES NOT WARRANT THE COMPACTION IN THE FRONT, BACK OR SIDE YARDS, OR THE CONTENTS OF THE SOILS. DECLARANT ASSUMES NO RESPONSIBILITY FOR CRACKED OR FAILED SWIMMING POOLS, SPAS, IN-GROUND WATER FEATURES, OR FAILURE OF ABOVE-GROUND STRUCTURES, INCLUDING ANY SUBSURFACE CONDITIONS.

2.7 Vehicles. Except as otherwise permitted by this Section 2.7, only conventional passenger vehicles are permitted to park on the Project and only in designated areas. Each Owner shall park, or cause to be parked, each vehicle owned, operated, or under the control of such Owner in the garage or driveway on the Lot of such Owner, except for "temporary parking" (defined below). Each Owner shall ensure that his or her garage is maintained to be capable of accommodating at least two (2) full-sized automobiles. No vehicles of any type (other than emergency vehicles provided by the fire department or other emergency service provider in the course of providing such emergency service to the Project) may be parked in any area designated as a fire lane.

A. Commercial vehicles and recreational vehicles and equipment are not permitted to be parked anywhere within the Project except as follows:

(i) Commercial vehicles and recreational vehicles and equipment may be parked in the Owner's garage;

(ii) Commercial vehicles and recreational vehicles and equipment may be parked in the Owner's side yard behind the side yard fence if the commercial vehicle or recreational vehicle is effectively set back in a manner that it cannot be easily viewed from the street; and

(iii) For a maximum of twenty-four (24) hours in any forty-eight (48) hour period, recreational vehicles and equipment owned or rented by a Owner may be parked on that Owner's driveway or in front of said Owner's Lot (or as close as possible to said Owner's Lot if parking in front of said Owner's Lot is unavailable or not permitted) for the sole purpose of loading and/or unloading such recreational vehicle or equipment immediately prior to or after the use of such recreational vehicle or equipment for recreational purposes.

B. No motorcycle, other motor driven two-wheeled vehicle, motor driven three-wheeled vehicle, dune buggy, or any off-road vehicle, whether or not licensed by the State of California, shall be driven upon the Project except for purposes of ingress and egress, agriculturally-related work, or work involving the construction of Improvements.

C. No conventional passenger vehicle, recreational vehicle or equipment, commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, stored, disabled, serviced, or repainted on a Lot except within a completely enclosed garage. For purposes of this Section 2.7, and without limiting the generality of the foregoing, a vehicle shall be deemed to be in storage if such vehicle is placed on a Lot for the primary purpose of storing such vehicle even if such vehicle is used occasionally. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incident to washing and polishing of vehicles.

D. As used in this Section 2.7, "**conventional passenger vehicles**" means station wagons, family sedans, compacts, subcompacts, pick-up trucks, pick-up trucks with shell not extending above the cab level beyond one (1) foot, and passenger vans and passenger vans with extended tops not extending above the top more than six (6) inches.

E. As used in this Section 2.7, "**recreational vehicles or equipment**" means and includes, without limitation, trailers, boats, campers, trailer coaches, buses, house cars, camp cars, motor homes (if a size larger than seven (7) feet in height and/or greater than one hundred twenty-four (124) inches in wheel base length), or any other similar type of equipment or vehicle.

F. As used in this Section 2.7, "**commercial vehicle**" means a truck of greater than one (1) ton capacity and/or any vehicle with a sign displayed on any part thereof advertising any kind of business or on which racks, materials, and/or tools are visible, or with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof. The type of motor vehicle license plate shall not be material to the foregoing definition. "**Commercial vehicle**" shall not include sedans or standard size vans or pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive.

G. As used in this Section 2.7, "**temporary parking**" means the parking as close in proximity to the Owner's Lot as possible (i) of vehicles belonging to guests of Owners for the duration of such guest's visit, and (ii) of commercial vehicles being used in the furnishing of services to an Owner and vehicles belonging to or being used by Owners for loading and unloading purposes for such period of time as is necessary therefor.

2.8 Garage Doors. Garage doors which are visible from other portions of the Project other than the Lot or which are visible from any street shall always remain closed when garages are not in use, and each Owner shall maintain his garage in a neat, clean, and sanitary condition.

2.9 Animals. The keeping, raising, or breeding of animals, reptiles, livestock, horses, insects, or poultry of any kind is prohibited, except up to three (3) of domesticated dogs or cats, or any combination of such animals may be kept on a Lot, providing they are not kept, raised, or bred for commercial purposes. Other customary household pets, including, but not limited to, rabbits, hamsters, birds, rats, mice, frogs, non-poisonous snakes, crabs, lizards, turtles, and tortoises, may be kept providing they are caged or otherwise housed in an enclosed facility, do not exceed a reasonable number of any given type or a reasonable number in the aggregate for each Lot, and are not kept, raised, or bred for commercial purposes.

All animals belonging to Owners, occupants, or their licensees, tenants, or invitees within the Project must be either kept within an enclosure, or enclosed yard, or on a leash or other tether being held by a person capable of controlling the animal. All areas where animals are kept shall be maintained in a neat and sanitary condition. Each Owner shall be responsible for the immediate removal and disposal of all animal waste materials produced by such Owner's pet on any portion of the Project.

Notwithstanding anything herein to the contrary, no animal may be kept on any Lot which constitutes a nuisance to any Owner or any occupant of any Lot.

2.10 Oil and Mineral Rights. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Project nor, subsequent to the recording of this Declaration, shall oil or water wells, tanks, tunnels, or mineral excavations or shafts be installed upon the surface of the Project or with respect to water wells, within fifty (50) feet below the surface of the Project and with respect to all other matters, within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained, or permitted upon the Project.

2.11 Unsightly Items. Each Owner shall regularly remove from his respective Lot all weeds, rubbish, debris, or unsightly material or objects of any kind and shall not allow any such items to accumulate on his respective Lot. All trash, garbage, and other waste shall be kept in sanitary containers. All trash enclosures or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All trash enclosures, equipment, woodpiles, and storage piles shall be kept screened or concealed from view of other portions of the Project other than such Lot. No clothing or household fabrics shall be hung, dried, or aired in such a way upon any Lot to be visible from other portions of the Project or from any street. All fences or screens shall comply with any standards established pursuant to this Declaration as to size, color, or other qualification for permitted fences or screens. Each Owner shall keep all vegetation on his Lot neatly trimmed. If any portion of the landscaping upon any Lot is removed or destroyed, or damaged by fire or other cause, the Owner of the Lot shall re-landscape and re-plant within sixty (60) days of such damage.

2.12 Pests; Diseases. Each Owner of a Lot shall keep his Lot free from decaying trees, dead trees, and all insect/pest ridden or infested conditions. Each Owner shall, immediately upon becoming aware of such decaying or dead trees, or insect/pest ridden conditions, promptly remove same from his Lot.

2.13 Antennae and Other Roof Structures. No television, radio, or other electronic towers, aerials, antennae or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed, or permitted to remain on the Project unless the same is contained within a building or underground conduits, or unless: (a) such structure is a video or television antenna with a diameter or diagonal measurement of one (1) meter or less and such antenna is reasonably screened from view of any street provided such requirement does not significantly increase the cost of such video or television antenna and does not significantly decrease its efficiency or performance; or (b) such structure is a standard application of satellite television or radio, such as Dish Network Satellite TV, DIRECTV, XM Radio, or SIRIUS. No appliances or installations on exterior roofs of structures shall be permitted unless they are installed in such a manner that they are not visible from other portions of the Project other than the Lot upon which such appliance or installation is located or from any street, except that attic ventilators and solar panels which are architecturally treated in conformity with Section 2.3, above, shall be permitted. Notwithstanding the foregoing, all restrictions on video or television antennas (including satellite dishes) shall be subject to all applicable federal, state, and local laws, including, but not limited to, the Federal Telecommunications Act of 1996.

2.14 Drainage; Slopes. All drainage of water from any Lot shall drain or flow into adjacent streets or alleys and shall not be allowed to drain or flow upon, across, or under any other portion of the Project unless an easement for such purpose is granted. An Owner shall not alter the drainage of water which exists pursuant to the drainage plan originally created at the time of the initial sale of his Lot by Declarant except through the use of a positive drainage device approved by a licensed landscape architect or civil engineer which does not materially affect the concentration or flow direction of drainage water under said drainage plan. Any alteration of the existing drainage plan must always comply with all applicable local governmental ordinances. Each Owner shall maintain, repair, replace, and keep free from debris or obstructions, the drainage system and devices located on his Lot. The slope areas, if any, located upon each Lot shall be maintained and kept in a stable condition by the Owner of the Lot upon which the same are located. All Lots and graded slopes shall be maintained to prevent any erosion thereof onto any street or adjoining Lots.

2.15 Windows. Curtains, drapes, shutters, or blinds may be installed as window covers. No window shall be covered with aluminum foil, newspaper, or other material not designed for use as a window cover. The Owner of each Lot shall keep the bathroom windows and bathroom windowsills within his Lot free and clear of any articles which may be visible from other portions of the Project or any street.

2.16 Maintenance by Owner. The Owner of each Lot shall maintain his or her Lot and the Improvements which are a part thereof in a clean and attractive condition. Without limiting the generality of the foregoing, the Owner of each Lot shall: (a) keep his Lot free from rubbish and litter; (b) maintain in good condition and repair the dwelling located upon his Lot; (c) maintain in good condition and repair and adequately painted or otherwise finished all Improvements which are from time to time a part of his or her Lot; and (d) maintain in good condition and repair all paved surfaces on his or her Lot and keep them clean, reasonably dry, and free of oil and other extraneous matter. All such maintenance shall be performed to the stricter of (i) the maintenance guidelines provided by Declarant to the Owner or (ii) commonly accepted maintenance practices.

2.17 Solar and Other Energy Saving Devices. An Owner may install solar and other energy saving devices or systems that decrease the use of natural resources, subject to all applicable zoning regulations, the Uniform Building Code and local ordinances, other applicable provisions of law, and the provisions of Section 2.3, above.

2.18 No Views. There are no views in the Project which are protected to any extent pursuant to this Declaration, and no Owner who becomes subject to the terms hereof shall thereby obtain any view rights whatsoever. Each Owner, by accepting a deed to a Lot, acknowledges that any construction or installation by Declarant or by other Owners following required approvals may impair the view of such Owner, and each Owner hereby consents to such impairment.

2.19 Limited Use Areas. Owners of Lots which contain an exclusive easement in favor of a utility company or similar entity for maintenance and repair are prohibited from constructing any Improvement, including without limitation, balconies and decks over or on such easement areas (the "**Limited Use Areas**"), or in any way interfering with the maintenance and repair obligations of any such entity with respect to the Limited Use Areas.

2.20 Exceptions. The restrictions set forth in this Article II shall not and do not apply to any of the following:

A. any part of the Project which is owned by any public body;

B. any act done or proposed to be done upon the Project, or any condition created thereon, by any governmental agency or entity, or the agents or employees of any governmental entity acting in the scope of their authority as such agents or employees;

C. any act done or proposed to be done upon the Project, or any condition created thereon, by any utility company (including, but not limited to, companies furnishing electric, gas, water, telephone, cable television, and/or sewer service to all or parts of the Project), or the agents or employees of any such company, which act could be done by such company where this Declaration was not made;

D. any act done or proposed to be done upon the Project, or any condition created thereon, by Declarant, or its successors, assigns, agents, employees, or contractors, in connection with the marketing and sales by Declarant of the Lots, or in the course of planning for, preparing the Project for, and/or construction upon the Project or any Lot for streets, utilities, and residential buildings, and all other original Improvements, or in connection with the exercise of any easement reserved to Declarant in Article III of this Declaration or in any conveyance document; provided, however, Declarant, in exercising all of its rights under this Declaration, shall not unreasonably interfere with the use by the Owners of the Lots; and

E. any act done or proposed to be done upon the Project or any condition created thereon by any person pursuant to court order or the order of any public officer or public agency; provided, however, the orders contemplated in this subsection are only those which are the result of action initiated by public officers or agencies and which embody mandatory requirements with penalties for non-performance and are not those orders which result from the application of private parties or are merely permissive.

ARTICLE III
EASEMENTS

3.1 Amendment to Eliminate Easements. This Declaration cannot be amended to modify or eliminate the easements reserved to Declarant without prior written approval of Declarant and any attempt to do so shall have no effect. Any attempt to modify or eliminate this Section 3.1 shall likewise require the prior written approval of Declarant.

3.2 Nature of Easements. Unless otherwise set forth herein, any easement reserved to Declarant herein shall be nonexclusive.

3.3 Certain Rights and Easements Reserved to Declarant.

A. Utilities. There is hereby reserved to Declarant easements over the Project for the installation and maintenance of electric, telephone, cable television, telecommunications (including internet access), water, gas, sanitary sewer lines, and drainage facilities as are needed to service the Project, together with the right to grant and transfer the same; provided, however, the exercise of such rights shall not unreasonably interfere with the use and enjoyment by the Owners of their Lots.

B. Cable Television and Telecommunications. There is hereby reserved to Declarant easements over the Project for the placement on, under, or across the Project of transmission lines and other facilities for a community antenna television or other community communications system (including, without limitation, internet access) and thereafter to own and convey such lines and facilities and the right to enter upon the Project to service, maintain, repair, reconstruct, and replace said lines or facilities, together with the right to grant and transfer the same; provided, however, the exercise of such rights shall not unreasonably interfere with the use and enjoyment by the Owners of their Lots.

C. Water Rights. There is hereby reserved to Declarant with full right and power to transfer or assign to others or to use or utilize on any other property owned or leased by Declarant, any and all water rights or interests in water rights no matter how acquired by Declarant and owned or used by Declarant in connection with or with respect to the Project, whether such water rights shall be riparian, overlying, appropriative, percolating, prescriptive, or contractual, provided, however, the reservation made herein shall not reserve to or for the benefit of Declarant any right to enter upon the surface of the Project in the exercise of such rights.

D. Construction and Sales. There is hereby reserved to Declarant, together with the right to grant and transfer the same to its successors and assigns, Declarant's sales agents and representatives and prospective purchasers of Lots, over the Project as the same may from time to time exist, easements for construction, display, maintenance, sales, and exhibit purposes in connection with the sale or lease of Lots within the Project; provided, however, such easements shall not be for a period beyond the earlier of (i) ten (10) years from the conveyance of the first Lot by Declarant to a resident Owner or (ii) the sale of all Lots within the Project to resident Owners, and provided further that the exercise of such rights shall not unreasonably interfere with the use and enjoyment by the Owners of their Lots.

E. Emergency Vehicle Access. There is hereby reserved to Declarant, together with the right to grant and transfer the same to its successors and assigns, easements over the Project for fire department and other emergency vehicle access, as needed to service the Project; provided, however, that such easements shall not unreasonably interfere with the use and enjoyment by the Owners of their Lots. In connection with the foregoing easement, Owners are prohibited from parking on or otherwise obstructing the streets and other areas within the Project designated as "no parking" areas. Vehicles parked in violation of this Section 3.3E shall be subject to towing at the sole cost of the owner of such vehicle.

3.4 Certain Easements for Owners.

A. Utilities and Cable Television. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines, or drainage facilities are installed within the Project, the Owners of any Lot served by said connections, lines, or facilities shall have the right and there is hereby reserved to Declarant, together with the right to grant and transfer the same to Owners, an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service his or her Lot, and to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines, or facilities, or any portion thereof lie, to repair, replace, and generally maintain said connections when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon.

B. Rainwater Drainage Easements. There is hereby reserved to the Declarant together with the right to transfer and grant the same, easements in and over portions of Lots for the purpose of the installation and placement of drainage pipes in order to drain rain water from roofs or Lots; provided, however, that the Declarant shall be under no obligation to install or place such drainage pipes. No Owner shall interfere with the operation of such drainage pipes, gutters, or any other drainage devices installed by Declarant.

3.5 Party Fences. Each Lot that shares a Party Fence with an adjoining Lot and its Owner is declared to have an easement appurtenant, and the same is granted by Declarant, on, over, and upon such adjoining lot for such Party Fence, including the right to enter upon such adjoining Lot to service and maintain said easement and to service, maintain, repair, or replace the Improvement constituting the Party Fence. The entry shall be at all reasonable times, after prior notice, except that in case of emergency the right of entry shall be immediate. No Owner shall alter the shape, size, color, or construction of, or use any materials different from those used in the initial construction of such Party Fence without the written consent of the adjoining Lot Owner(s) and written consent of the County of Fresno.

3.6 Support, Settlement, and Encroachment. There is hereby reserved to Declarant and its assigns the following reciprocal easements, which easements are hereby granted to the Owners, for the purposes set forth below:

A. An easement appurtenant to each Lot which is contiguous to another Lot such that the first-mentioned Lot shall be the dominant tenement and the contiguous Lot shall be the servient tenement; and

B. The easements described in this Section 3.6 shall be for the purposes of engineering errors, errors in original construction, and support and accommodation of the natural settlement or shifting of structures.

ARTICLE IV
INTEGRATED NATURE OF THE PROJECT

4.1 De-Annexation. Any portion of the Property may be removed by Declarant from the Project and from the jurisdiction of this Declaration at any time by the recordation of an appropriate Declaration of Removal, provided that: (1) such Declaration of Removal is in writing and in recordable form; and (2) close of escrow has not occurred for the sale to a resident Owner of any such Lot to be so removed.

The Declaration of Removal shall contain at least the following:

A. A legal description of the portion of the Project to be removed;

B. The names and addresses of the record owner or owners of said property; and

C. A statement indicating the portion of the Project to be removed from this Declaration, which shall be referred to by title and date and instrument number of recording.

ARTICLE V
RIGHTS OF LENDERS

5.1 Priority of Mortgage Lien. No breach or amendment of the covenants, conditions, or restrictions herein contained shall affect, impair, defeat, or render invalid the lien or charge of any First Mortgage made in good faith and for value encumbering any Lot but all of said covenants, conditions, and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot except as otherwise provided in this Article.

5.2 Curing Defaults. A Mortgagee, or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure, or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is non-curable or of a type which is not practical or feasible to cure.

5.3 Resale. It is intended that any loan to facilitate the resale of any Lot after judicial foreclosure, deed in lieu of foreclosure, or trustee's sale is a loan made in good faith and for value and entitled to all the rights and protections afforded to other Mortgagees.

ARTICLE VI
NOTICE OF CERTAIN MATTERS

6.1 SB 800. Senate Bill 800, commonly referred to as "SB 800" or "The Fix It Bill," applies to all residential homes in California sold on or after January 1, 2003. SB 800 is set forth in Sections 895 through 945.5, inclusive, of the California Civil Code (the "**Right to Repair Law**"). The Right to Repair Law defines construction defects according to standards of how a home and its components should function. The law also requires that manufactured products, including, but not limited to, windows, doors, roofs, plumbing products and fixtures, fireplaces, electrical fixtures, HVAC units, countertops, cabinets, paint, and appliances, function appropriately for one year, unless the manufacturer specifies a longer period. The functionality standards may be found at Civil Code Section 896, and the specific provisions related to manufactured products are found at Civil Code Section 896(g)(3)(a) through (e).

6.2 Notice of Existence of Statutory Procedures. Each Owner is advised of the existence of certain optional pre-litigation procedures set forth in Chapter 4 of the Right to Repair Law (Civil Code Section 910, *et seq.*) (the "**Right to Repair Procedures**") and that such procedures potentially impact the legal rights of each Owner. Each Owner is further notified that, in accordance with Civil Code Section 914 of the Right to Repair Law, Declarant has elected to use its own alternative non-adversarial provisions instead of the Right to Repair Procedures. Declarant's non-adversarial provisions are set forth in the Non-Adversarial Dispute Resolution Agreement made part of the Purchase Agreement and duplicated in **Exhibit B** to this Declaration. BY ACQUIRING TITLE TO A LOT IN THE PROJECT, BUYER AND EACH SUCCESSOR OWNER SPECIFICALLY AGREES TO ALL OF THE TERMS, CONDITIONS AND PROCEDURES SET FORTH IN THE NON-ADVERSARIAL DISPUTE RESOLUTION AGREEMENT.

ARTICLE VII
ALTERNATIVE DISPUTE RESOLUTION

Declarant, each Buyer, the heirs, successor, and assigns of each Buyer and each subsequent Owner of a Lot in the Project acquired in any manner is and shall be bound by the procedures for the resolution of any and all Disputes as set forth in the Non-Adversarial Dispute Resolution Agreement (attached as **Exhibit B** to this Declaration), the Arbitration Agreement (attached as **Exhibit C** to this Declaration), and the Express Limited Warranty (attached as **Exhibit D** to this Declaration). These procedures are included as part of each Purchase Agreement. All references in these procedures to "We," "Us," "Our" and "Seller" include a reference to Declarant, while the terms "You," "Your" and "Buyer" refer to Buyer of each Lot as defined and described in this Declaration and the heirs, successors, and assigns of the original Buyer. ANY PERSONS OR ENTITIES ACQUIRING ANY INTEREST IN A LOT SHALL BE BOUND BY THE PROCEDURES SET FORTH IN THE NON-ADVERSARIAL DISPUTE RESOLUTION AGREEMENT, THE ARBITRATION AGREEMENT, AND THE EXPRESS LIMITED WARRANTY WITH RESPECT TO THE RESOLUTION OF ANY DISPUTES. ANY PERSON OR ENTITY NOT WILLING TO BE BOUND BY THESE PROCEDURES SHOULD NOT ACQUIRE ANY INTEREST IN A LOT.

BY ACCEPTING A GRANT DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE FOREGOING AND ACCEPTS THAT HE/SHE IS WAIVING HIS/HER RIGHT TO A JURY TRIAL.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed pursuant to provisions of this Declaration, and in such action shall be entitled to recover reasonable attorneys' fees and all costs.

8.2 No Waiver. Failure by any Owner to enforce any covenant, condition, or restriction contained in this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right upon any future breach of the same or any other covenant, condition, or restriction.

8.3 Cumulative Remedies. All rights, options, and remedies of Declarant (so long as Declarant is an Owner) and the Owners are cumulative, and not one of them shall be exclusive of any other, and Declarant (so long as Declarant is an Owner) and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law whether or not stated in this Declaration.

8.4 Invalidity of Any Provision. Invalidation of any one or a portion of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

8.5 Covenants to Run with the Land; Term. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Project and all portions thereof and shall inure to the benefit of and be enforceable by the Owners of any Lot, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the Owners of seventy-five percent (75%) of the Lots, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate this Declaration.

8.6 Sale or Title Transfer. Any Owner, prior to the sale or transfer of his interest, must provide the prospective purchaser with a copy of this Declaration.

8.7 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and for the maintenance of the Project. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

8.8 Singular Includes Plural. Whenever the context of this Declaration requires, the singular shall include the plural and the masculine shall include the feminine and the neuter.

8.9 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any Owner.

8.10 Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit.

8.11 Development Rights of Declarant. So long as Declarant owns any portion of the Project, Declarant shall not be subject to the provisions of Article II of this Declaration to the extent necessary to exercise Declarant's rights and fulfill Declarant's duties with regard to the development and disposal of the Project. In clarification of the foregoing and not in limitation thereof, nothing in this Declaration shall be understood or construed to:

(i) Prevent Declarant, its contractors, or subcontractors from doing on the Project or any Lot whatever is reasonably necessary or advisable in connection with the completion of said work; or

(ii) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Project as a residential community, and marketing the Lots; or

(iii) Prevent Declarant from conducting on any part of the Project its business of completing said work, and of establishing a plan of Lot ownership; or

(iv) Prevent Declarant from maintaining such sign or signs on any parts of the Project as may be necessary in the sole discretion of Declarant.

8.12 Effect of Declaration. This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, and regulations applicable thereto.

8.13 Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner.

8.14 Construction by Declarant. Nothing in this Declaration shall limit the right of Declarant to alter the Lots or to construct such additional Improvements as Declarant deems advisable prior to completion of Improvements upon and the sale of the entire Project. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchaser from Declarant to establish on the Project additional licenses, reservations, and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Project. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. The rights of Declarant hereunder may be assigned to any successor or successors to all or part of said entity's respective interest in the Project, by an express assignment incorporated in a recorded deed or lease transferring such interest to such successor. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the use and enjoyment by the Owners of their Lots.

8.15 Amendments. Subject to the other provisions of this Declaration, this Declaration may be amended as follows:

A. Until such time as there is a "Class A Ownership" (which is defined as the ownership of Class A Owners as described in Section 8.15G(i) below) pursuant to this Declaration, amendments or modifications shall be effective when executed by Declarant and when recorded in the Office of the County Recorder. Thereafter as long as there is a "Class B Ownership" (which is defined as the ownership of Class B Owners as described in Section 8.15G(ii), below), any amendments shall require the affirmative written consent or vote of not less than sixty-seven percent (67%) of the voting power of each class of Owners. After the Class B Ownership has been converted to Class A Ownership, amendments to this Declaration may be enacted only by the vote or written assent of Owners representing both sixty-seven percent (67%) of the total voting power of the Owners and a majority of the voting power of the Owners residing in Owners other than the Declarant.

B. An amendment or modification that requires the vote and written assent of the Owners as hereinabove provided shall be effective when recorded in the Office of the County Recorder.

C. Any Owner may petition the county superior court for an order reducing the percentage of the affirmative votes necessary to amend this Declaration. The petition shall describe the effort that has been made to solicit approval of the Owners in the manner provided in this Declaration. The petition also shall describe the number of affirmative and negative votes received, the percentage of affirmative votes required to effect the amendment in accordance with this Declaration, and other matters the petitioner considers relevant to the court's determination. The petition also shall contain as exhibits thereto, copies of all of the following: (1) the Declaration; (2) a complete text of the amendment; (3) copies of solicitation and notice materials utilized in the solicitation of Owner approvals; (4) a short explanation of the reason for the amendment; and (5) any other documentation relevant to the court's determination.

D. Notwithstanding the amendment procedures set forth above, Declarant reserves the right, prior to the close of escrow for the first sale of a Lot by Declarant to a resident Owner, to unilaterally make certain amendments ("**Exhibit Amendments**") to the exhibits attached hereto to amend said exhibits to more precisely describe the actual sizes and locations of the areas or Improvements described on said exhibits. Declarant shall effect such changes by preparing or causing to be prepared, and recording or causing to be recorded, a declaration in a form determined by Declarant.

E. Notwithstanding any other provisions of this Section, for so long as Declarant owns any portion of the Project, Declarant may unilaterally amend this Declaration by recording a written instrument signed by Declarant in order to conform this Declaration to the requirements of Agencies then in effect.

F. Notwithstanding the amendment procedures set forth above in this Section 8.15, without the express prior written consent of Declarant: (a) Sections 8.11 and 8.14 of this Declaration may not be amended for so long as Declarant owns any portion of the Project; and (b) Article VI and Article VII of this Declaration and Exhibits B through D, inclusive, of this Declaration may not be amended for a period of fifteen (15) years from the effective date of this Declaration.

G. The Project shall have two classes of voting ownership:

(i) Class A Ownership. Class A Owners shall be all Owners except Declarant. Each Class A Owner shall be entitled to one (1) vote for each Lot owned. When more than one (1) person owns a Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(ii) Class B Ownership. The Class B Owner shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot which it owns in the Project.

Class B Ownership shall cease and be converted to Class A Ownership five (5) years after the date of the first conveyance of a Lot to an Owner other than Declarant.

H. Insurance Obligations of Owners. Each Owner shall be solely responsible for insuring his Lot and all Improvements thereon against loss or damage by fire or other casualty. Each Owner also shall be solely responsible for obtaining adequate comprehensive public liability insurance, including medical payments and malicious mischief, insuring against liability for bodily injury, death, and property damage arising from activities on his Lot.

I. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, if to an Owner other than Declarant, addressed to the Owner's Lot, and if to Declarant, to the address set forth below the Declarant's signature block below. Such address may be changed from time to time by written notice in conformance with this Section 8.15I.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 4th day of November, 2021.

"DECLARANT"

3B Development, Inc., a California corporation

By: ______________________
Darius Assemi, President

Granville Homes, Inc.
Attn: Legal Department
1396 West Herndon Ave, Suite 101
Fresno, CA 93711

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF FRESNO)

On November 4, 2021 before me, Daryl C. Gagliardi, a Notary Public, 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 of Notary Public

DARYL C. GAGLIARDI
Notary Public - California
Madera County
Commission # 2317513
My Comm. Expires Jan 27, 2024

(SEAL)

SUBORDINATION

The undersigned is holder of the beneficial interest in and under that certain Construction Deed of Trust recorded on February 19, 2020, as Instrument No. 2020-0021010 in the Official Records of Fresno County, California, as amended by that certain Deed of Trust Modification Agreement recorded on July 23, 2020, as Instrument No. 2020-0093362 in the Official Records of Fresno County, between 3B Development, Inc., a California corporation, as Trustor, Old Republic Title Company, as Trustee, and U.S. Bank National Association, d/b/a/ Housing Capital Company, as Beneficiary (collectively, the "**Deed of Trust**"), and hereby expressly subordinates such Deed of Trust and the beneficial interest thereunder to the Declaration of Covenants, Conditions and Restrictions and Notice of Certain Matters for Granville at Millerton (Tract No. 6189), recorded concurrently herewith in the Official Records of Fresno County, California, to which this Subordination is attached and as otherwise heretofore modified and as it may be modified in the future (collectively, the "**Declaration**"), and to all easements to be conveyed in accordance with the Declaration. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the "**Property**" (as defined in the Declaration) by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Deed of Trust, the undersigned will acquire title subject to the provisions of the Declaration, which shall remain in full force and effect.

Dated: November 4, 2021

U.S. Bank National Association,
d/b/a/ Housing Capital Company

By: [signature]

Name: Rhonda Harold

Its: Vice President

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF FRESNO)

On November 4, 20 21 before me, Lori Beckman, Notary Public, personally appeared Rhonda Harold, 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.

LORI BECKMAN
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2349074
FRESNO COUNTY
My Comm. Exp. March 24, 2025

[signature]
Signature of Notary Public

Exhibit A
to the
Declaration of Covenants, Conditions, and Restrictions
and Notice of Certain Matters for Granville at Millerton (Tract No. 6189)

Description of the Property

Real property in the County of Fresno, State of California, described as follows:

PARCEL 3 AND PARCEL 4 OF PARCEL 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 RECORDED OCTOBER 30, 1970, IN BOOK 5832, PAGE 371 OF OFFICIAL RECORDS, INSTRUMENT NO. 76311.

APNs: 300-542-10S and 300-541-11S

Exhibit B
to the
Declaration of Covenants, Conditions, and Restrictions
and Notice of Certain Matters for Granville at Millerton (Tract No. 6189)

Non-Adversarial Dispute Resolution Agreement

NON-ADVERSARIAL
DISPUTE RESOLUTION AGREEMENT

1. **NONADVERSARIAL DISPUTE RESOLUTION PROCEDURES.** For any design or construction defect or other problem relating to the Joint Purchase Agreement, Escrow Instructions and Receipt for Deposit by and between the undersigned Seller and Buyer (the "**Purchase Agreement**") or the Property which is the subject of that Purchase Agreement (a "**Dispute**"), Seller and Buyer agree to follow the procedures set forth below:

(a) Notification. Buyer agrees to provide Seller with written notice of any matters relating to a Dispute as soon as is reasonably possible after Buyer becomes aware, or should have become aware, of such matters and Dispute.

(b) Cooperation; Access; Repair. Buyer agrees to provide Seller and its representatives, contractors, and others as Seller may request, with prompt, reasonable cooperation, which may, for example, include access to all portions of the Property, in order to facilitate Seller's investigation regarding a Dispute including, without limitation, for purposes of inspecting, testing, repairing, replacing, correcting, or otherwise addressing matters related to the Dispute. If the Dispute arises out of or relates to the planning, surveying, design, engineering, grading, specifications, construction, or other development of the Property, Seller is hereby granted the irrevocable right, but is under no obligation, to inspect, repair and/or replace any and all affected parts of the Property.

(c) Mediation. Upon their mutual agreement, Buyer and Seller may agree to voluntary mediation of a Dispute before a mutually agreeable neutral mediator. Seller agrees to pay the mediator's fees for a one-half day mediation session. A decision to mediate or not to mediate by either party is without prejudice to either party's rights.

NOTE: Buyer's notice under this Dispute Resolution Agreement is not a notice under any written warranty for the Property. If Buyer wishes to make a claim under any written warranty, Buyer must follow the notice and other procedures detailed in the warranty. Buyer's notice under this Dispute Resolution Agreement also is not a notice under California Civil Code Section 895 et seq.

____
(Buyer's Initials)

2. **SURVIVAL.** The provisions of this Non-Adversarial Dispute Resolution Agreement shall survive the closing under the Purchase Agreement and shall not be merged with the grant deed or any other closing documents.

"BUYER"	"SELLER"
____________________ Signature	3B Development, Inc., a California corporation
____________________ Print Name	By ____________________
____________________ Signature	
____________________ Print Name	

Exhibit C
to the
Declaration of Covenants, Conditions, and Restrictions
and Notice of Certain Matters for Granville at Millerton (Tract No. 6189)

Arbitration Agreement

ARBITRATION AGREEMENT

Definition of Dispute. "Dispute" under this Arbitration Agreement means any claim, controversy, or breach relating to the Joint Purchase Agreement, Escrow Instructions and Receipt for Deposit by and between the undersigned Seller and Buyer (the "Purchase Agreement") or the Property that is the subject of that Purchase Agreement, whether such Dispute is based on contract, tort, statute, or equity, including without limitation, any claim under California *Civil Code* Section 895 et seq. All Disputes shall be arbitrated pursuant to the Federal Arbitration Act and shall be resolved by and pursuant to the arbitration rules and procedures of one of the following arbitration service providers, at the election of Buyer: (1) JAMS, The Resolution Experts, (2) American Arbitration Association ("AAA"), (3) ADR Services, Inc., or (4) Demars and Associates, Ltd. ("DeMars"), an accordance with and pursuant to such arbitration service organizer's applicable rules and regulations in effect at the time the request for arbitration is submitted. In the event that such selected arbitration service is for any reason unwilling or unable to conduct or is disqualified from conducting such arbitration, the arbitration shall be submitted to arbitration pursuant to the rules of an alternative arbitration service selected from among the arbitration service provides listed above. If, following this procedure, Buyer and Seller are unable to agree on an alternative service, then either Buyer or Seller may petition any court of competent jurisdiction in the county in which the Property is located to appoint an alternative arbitration service, in which case the rules and procedures of that alternative service in effect at the time the request for arbitration is submitted shall be followed. Notwithstanding anything to the contrary in this Arbitration Agreement, either Buyer or Seller may use small claims court as an alternative to arbitration of a Dispute arising prior to the close of escrow under the Purchase Agreement if the amount in controversy is within the jurisdictional limits of small claims court.

The fees to initiate the arbitration shall be advanced by the Seller. Subsequent fees and costs of the arbitration and/or the arbitrator shall be borne equally by the parties to the arbitration, but the arbitrator may reallocate those fees and costs. Each party shall bear its own attorneys' fees and costs (including expert costs) for the arbitration.

The arbitrator appointed shall be a neutral and impartial individual and shall be authorized to provide all recognized remedies available in law or equity. The arbitrator's decision shall be final and binding. The venue of the arbitration shall be in the county where the Property is located, unless the parties agree in writing to another location. Prompt and timely commencement of the arbitration shall be required in accordance with the rules of the arbitration service, or if the rules do not specify a date by which the arbitration must commence, then the arbitration shall commence on a date agreed to by the parties and if they cannot agree, then on a date determined by the arbitrator. Prompt and timely conclusion of the arbitration also shall be required, including the issuance of any decision or ruling following the proceeding or hearing.

Buyer and Seller agree that Seller's contractors, subcontractors, suppliers, design professionals, insurers, and other persons whose work or materials the Dispute involves may be joined in the arbitration.

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The provisions of this Arbitration Agreement shall survive the close of escrow for the Property.

Buyer and Seller acknowledge and agree that goods and services from various out of state locations have been utilized in the development of the Property and the project. Buyer and Seller agree that the Purchase Agreement and this Arbitration Agreement involves and concerns interstate commerce and is governed by the Federal Arbitration Act.

NOTE: This Arbitration Agreement does not apply to claims Buyer may make under any written warranty for the Property. Buyer understands that in order to pursue a claim under any such written warranty, Buyer must file a claim with the warranty company and must follow the procedures detailed in the warranty, including any dispute resolution procedure such as arbitration.

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(Buyer's Initials)

NOTICE: BY SIGNING IN THE SPACE BELOW, BUYER AND SELLER AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION AGREEMENT, DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT, AND BUYER AND SELLER ARE GIVING UP ANY RIGHTS BUYER AND SELLER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY EXECUTING THIS ARBITRATION AGREEMENT BUYER AND SELLER ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION AGREEMENT. IF BUYER OR SELLER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS ARBITRATION AGREEMENT, BUYER OR SELLER MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT.

I/WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ALL DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION AGREEMENT TO NEUTRAL, BINDING ARBITRATION.

"BUYER"	"SELLER"
______________________________ Signature	3B Development, Inc., a California corporation
______________________________ Print Name	By ______________________________
______________________________ Signature	
______________________________ Print Name	

Exhibit D
to the
Declaration of Covenants, Conditions, and Restrictions
and Notice of Certain Matters for Granville at Millerton (Tract No. 6189)

Form of Express Limited Warranty

[Attached]

HOME BUILDER'S LIMITED WARRANTY

Administered by Professional Warranty Service Corporation

This Limited Warranty is not a service agreement, nor is it a contract of insurance.

I. Introduction

Throughout this HOME BUILDER'S LIMITED WARRANTY, hereafter referred to as the "LIMITED WARRANTY," the words "YOU" and "YOUR" refer to the HOMEOWNER, including any subsequent owners, and, where applicable, a HOMEOWNERS ASSOCIATION. The words "WE," "US" and "OUR" refer to the BUILDER. YOU and WE may sometimes be referred to as a "party" or, together, as "parties." Other words and phrases which appear in uppercase font also have special meaning. YOU should refer to Section XI, Definitions, so that YOU are acquainted with the terminology used in this LIMITED WARRANTY.

This LIMITED WARRANTY is subject to terms, conditions, and limitations which affect YOUR rights as the HOMEOWNER and OUR obligations as the BUILDER/warrantor of the HOME. YOU should read it carefully and in its entirety so that YOU are informed of its coverage and required processes. **IN PARTICULAR, YOU SHOULD NOTE THAT THIS LIMITED WARRANTY INCLUDES AN AGREEMENT BETWEEN YOU AND US THAT, IN THE ABSENCE OF A DIFFERENT ALTERNATE DISPUTE RESOLUTION ("ADR") PROCESS IN OUR CONTRACT WITH YOU FOR THE CONSTRUCTION AND/OR SALE OF THE HOME (OUR "SALES CONTRACT"), YOU AND WE AGREE TO RESOLVE DISPUTES EXCLUSIVELY THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN SECTION VIII BELOW.**

WE have contracted with Professional Warranty Service Corporation ("PWC") for certain administrative services relative to this LIMITED WARRANTY, but under no circumstances or conditions is PWC responsible for fulfilling OUR obligations to YOU under this LIMITED WARRANTY. PWC is neither the warrantor nor OUR co-warrantor on the HOME.

WE shall register this LIMITED WARRANTY with PWC and it shall then become effective as of the date of close of escrow on the first purchase of the HOME. Following that registration, another copy of this LIMITED WARRANTY booklet, along with a warranty validation form confirming that this LIMITED WARRANTY is in effect and recording the HOMEOWNER(s)' name(s), the address and purchase price of the HOME, and the LIMITED WARRANTY's commencement date will be mailed by PWC directly to YOU. If YOU have not received a warranty validation form from PWC within forty-five days following close of escrow, YOU should contact PWC at 800-850-2799.

If the first purchase of the HOME is financed through FHA, VA, or FmHA, YOU may receive an additional PWC-administered Builder's Limited Warranty booklet along with this LIMITED WARRANTY booklet. That is because, in certain instances, federally-guaranteed mortgage programs require certain warranty provisions different than those included in this LIMITED WARRANTY. If an additional warranty form (PWC Form No. 107H) is mailed to YOU by PWC, YOU may request OUR warranty performance under either warranty, but YOU may not collect twice for the same warranted defect.

Note: In the event that YOU need to submit a claim to US under this LIMITED WARRANTY, YOU should review Section IV below which describes the requirements for written notice and OUR right to repair warranted defects in the HOME.

II. Exclusive Warranty

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY THAT WE ISSUE TO YOU ON THE HOME AND THE COMMON ELEMENTS OF THE HOME. WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, SUCH AS AN IMPLIED WARRANTY OF GOOD WORKMANSHIP, QUALITY, FITNESS FOR USE OR PARTICULAR PURPOSE, HABITABILITY, MERCHANTABILITY OR OTHERWISE. NOTHING IN THIS LIMITED WARRANTY SHALL DIMINISH ANY RIGHTS, OBLIGATIONS OR REMEDIES THAT YOU OR WE MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTIONS 895 *ET SEQ*.

III. Warranty Coverage

WE warrant the "fit and finish" of the following building components for one year (or such longer term as WE may provide in OUR construction performance standards referred to in Section V below) following the date that WE close escrow with the original purchaser of the HOME ("close of escrow"): cabinets, mirrors, flooring, interior and exterior walls, countertops, paint finishes and trim. "Fit and finish" as used in this LIMITED WARRANTY means the listed building components shall not exhibit readily observable defects or cosmetic deficiencies in material or installation. Scratched, stained, dented, chipped or scuffed surfaces, finishes, countertops, fixtures, tile or grout, or torn screens, or broken glass in windows or mirrors which are not noted in writing at the time of YOUR pre-closing walk through and which could have occurred during move-in or after YOU occupy the HOME are not OUR responsibility under this fit and finish warranty.

In addition to OUR warranty on FIT AND FINISH COMPONENTS, and subject to exclusions stated in Section VII below, WE warrant OUR original materials and workmanship against CONSTRUCTION DEFECTS for up to 10 years following commencement of the WARRANTY PERIOD. A lesser WARRANTY PERIOD shall apply if so provided in California Civil Code Section 896 or OUR construction performance standards referred to in Section V below.

OUR obligation under this LIMITED WARRANTY is limited solely to repairing CONSTRUCTION DEFECTS in a workmanlike manner. However, if the cost to repair is greater than the diminution in current value of the HOME caused by the CONSTRUCTION DEFECT, WE may elect to pay YOU a sum equal to such diminution in value in lieu of repair.

IV. Notice and Opportunity to Repair

OUR obligation to respond to a claim under this LIMITED WARRANTY begins after YOU have promptly notified OUR customer service department, in writing, of a condition in YOUR HOME which YOU believe requires OUR attention. YOU should refer to the Homeowner's Guide or other materials WE provided to YOU for directions on how to communicate with OUR customer service department. YOUR notice must describe, with reasonable specificity, why YOU believe a CONSTRUCTION DEFECT exists. YOUR notice should also inform US of how YOU prefer to be contacted for follow-up.

We shall contact YOU promptly and, if necessary, arrange to inspect and initiate testing (including destructive testing where necessary) to determine the existence, cause, and scope of any CONSTRUCTION DEFECT reported to US. We ask that YOU cooperate in allowing US and parties acting on OUR behalf reasonable weekday access to YOUR HOME for this purpose. If WE determine that a CONSTRUCTION DEFECT exists, WE shall arrange a schedule to remedy YOUR claim. If corrective work is to be performed, YOU and WE shall agree upon a commencement date for the work and WE shall diligently move to complete the work within a reasonable period of time, allowing for availability of necessary materials and scope of work to be performed.

These requirements for written notice and opportunity to cure are necessary pre-conditions to YOU initiating any action relating to or arising out of OUR performance under this LIMITED WARRANTY.

OUR goal is to promptly respond to all warranty related requests and perform warranty service to YOUR satisfaction. If, at any time, YOU are not satisfied with OUR responsiveness to YOUR warranty service request, YOU may so inform PWC and PWC will facilitate communication between YOU and US in an effort to resolve any disagreement. YOU may contact PWC at the address in the Definitions section of this LIMITED WARRANTY.

Communication, mutual respect, and cooperation are all key to resolving claims under this LIMITED WARRANTY. WE pledge to do whatever is reasonable to assure that materials and workmanship used in constructing YOUR HOME conform to OUR construction standards and perform as required under applicable standards.

Surfaces, finishes and coverings in the HOME which require repair due to damage caused by a CONSTRUCTION DEFECT, or such damage caused in the course of OUR repair of a CONSTRUCTION DEFECT, shall be repaired and restored to approximately the same condition as existed prior to the CONSTRUCTION DEFECT, but not necessarily to a like new condition. When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but an exact match cannot be guaranteed due to factors such as fading, aging and unavailability of the same materials.

Home furnishings, carpet or personal property damaged by a CONSTRUCTION DEFECT shall be repaired or replaced at market value of the item at the time of damage. "Market value" shall mean the amount it would cost to repair or replace the damaged item with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

Alternate shelter, storage expenses and lost business income (if the HOME was used as a principal place of business licensed and permitted to be operated from the HOME) during such time as the HOME is uninhabitable due to a CONSTRUCTION DEFECT or uninhabitable during work to repair a CONSTRUCTION DEFECT, shall be limited to those reasonable shelter, storage and other expenses expressly pre-approved by US or OUR designated representative.

Action taken by US to correct a CONSTRUCTION DEFECT shall not serve to extend the WARRANTY PERIOD.

In the event that WE offer and YOU accept a cash payment or other thing of value in lieu of OUR repairing a CONSTRUCTION DEFECT, then YOU must sign a release of any further obligation by US relating to the CONSTRUCTION DEFECT for which YOU received payment or other thing of value.

V. Standards by Which a CONSTRUCTION DEFECT Will Be Determined

In any dispute as to the existence of a CONSTRUCTION DEFECT or the adequacy of OUR corrective action to remedy a CONSTRUCTION DEFECT, OUR construction performance standards, tolerances or guidelines, including those applicable to FIT AND FINISH COMPONENTS, contained in documents provided to YOU by US at or prior to closing on the HOME or, in the case of COMMON ELEMENTS, provided by US to the HOMEOWNERS ASSOCIATION ("OUR standards"), shall be determinative of OUR performance obligations under this LIMITED WARRANTY. If WE have not adopted and provided YOU with such standards, OUR standards shall be those contained in that edition of the "California Building Performance Guidelines for Residential Construction and Homeowner Maintenance Guide" published by The Building Standards Institute, Sacramento, California (www.buildingstandardsinstitute.org) current as of the date of OUR sales contract. In the event that OUR standards do not address an alleged CONSTRUCTION DEFECT, then generally accepted local building practices and standards shall apply.

VI. Homeowner Maintenance Obligations

Maintenance of the HOME and the COMMON ELEMENTS is YOUR responsibility. All HOMES and COMMON ELEMENTS require periodic maintenance to prevent premature deterioration and water intrusion. WE will make a "Homeowner Maintenance Manual" or similar document available to YOU. YOU must understand and perform the routine maintenance that the HOME and COMMON ELEMENTS require. If YOU have a question about maintenance, YOU should contact US. WE are not responsible for HOME or COMMON ELEMENTS maintenance issues or for damage that results from YOUR failure to perform normal maintenance on the HOME or the COMMON ELEMENTS.

VII. Exclusions

WE shall not be liable under this LIMITED WARRANTY for any damages or losses that occur because YOU failed to allow US to make timely repairs. Additionally, if YOU make or pay for repairs without first notifying US of the problem and allowing US to investigate and repair as required by this LIMITED WARRANTY, then WE shall not be obligated to reimburse YOU for those repairs. Notwithstanding the preceding sentence, if an emergency situation occurs at a time when WE are not available to take YOUR call, and immediate repairs are necessary to protect the safety of occupants of the HOME or to prevent imminent serious damage to the HOME, YOU may make those necessary repairs and WE will reimburse YOU the reasonable cost of those repairs that would otherwise be OUR obligation under this LIMITED WARRANTY. YOU are still obligated to give US notice as soon as possible, even in an emergency situation.

Other exclusions for which WE shall not be liable under this LIMITED WARRANTY include damage or loss excused by, caused by or resulting from any of the following occurrences, conditions or events:

A. Ordinary wear and tear.
B. Unforeseen acts of nature including, but not limited to, extreme weather events or conditions, or natural disasters responsible for conditions in excess of the design criteria expressed by applicable building codes, regulations or ordinances in effect when the HOME was originally constructed.
C. Manmade events such as war, terrorism, vandalism, riot or civil commotion.
D. Changes to the grading of the ground or the installation or alteration of improvements such as drain or gutter outlets by anyone other than US.
E. Accidents or events over which WE have no control, including move-ins.
F. Improvements or repairs made by any party other than US.
G. Misuse, abuse, neglect or failure to reasonably maintain the HOME and COMMON ELEMENTS in accordance with recommendations and schedules provided by US or by manufacturers of CONSUMER PRODUCTS.
H. Mine subsidence or sinkholes.
I. Changes in the underground water table not reasonably foreseeable by US.
J. Damage caused by insects, animals or vermin.
K. Dampness or condensation due to YOUR failure to properly ventilate the HOME.
L. Installation of furniture, equipment and appliances weighing in excess of design loads for the HOME expressed by applicable building codes in effect when the HOME was originally constructed.
M. Actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of POLLUTANTS, whether occurring inside or outside the HOME.
N. Proximity to or effects of electromagnetic fields (EMFs) or radiation.
O. CONSEQUENTIAL OR INCIDENTAL DAMAGES other than as expressly allowed in this LIMITED WARRANTY.
P. Any deviation from plans and specifications where the deviation does not cause a condition described the definition of CONSTRUCTION DEFECT.
Q. Any release of liability obtained by US from YOU.
R. Expiration of any limitations period applicable to a CONSTRUCTION DEFECT as provided by law.
S. Any affirmative defenses available to US under California Civil Code Section 945.5 (a)-(h).

Further, the exclusions stated above shall apply without regard to whether any other occurrence, condition or event not directly caused by US acted concurrently or in any sequence with the excluded occurrence, condition or event.

VIII. Dispute Resolution

Claims, controversies, or disputes (collectively "disputes") arising out of or relating to this LIMITED WARRANTY, and which are not resolved through the process described in Section IV above, shall be resolved through the dispute resolution process described in OUR sales contract for the HOME. If OUR sales contract does not include a provision for the resolution of warranty disputes through an ADR process or if the process in our sales contract is determined to be unenforceable or inapplicable, or if YOU are not the original purchaser of the HOME from US, then YOU and WE agree for ourselves as well as for any other party acting on behalf of YOU or US, including PWC, that such disputes shall be arbitrated by a single arbitrator pursuant to the Federal Arbitration Act (9 U.S.C. Section 1, *et seq.*) and according to the procedures set forth in this section of the LIMITED WARRANTY, hereafter referred to as the "Arbitration Agreement."

This agreement to arbitrate shall be deemed a self-executing Arbitration Agreement and it may be enforced by any party bound by the Arbitration Agreement included in this LIMITED WARRANTY.

The "Notice and Opportunity to Cure" process described in Section IV of this LIMITED WARRANTY shall be a pre-condition to YOUR initiation of any action relating to or arising out of OUR obligations under this LIMITED WARRANTY. In the event that YOU initiate any action, including arbitration, without first complying with the process described in Section IV above, WE shall be entitled to an order from the Superior Court to stay such action and to obtain an order compelling compliance with the "Notice and Opportunity to Cure" process required in Section IV of this LIMITED WARRANTY.

Notwithstanding anything to the contrary stated in this Section VIII, either party may elect to bring an action in a small claims tribunal if the total amount in controversy between the parties is within the jurisdictional limits of the small claims tribunal. If a counter claim in excess of the jurisdiction of the small claims tribunal is filed, then the party filing in the small claims tribunal may demand arbitration pursuant to this Arbitration Agreement. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration and not by judicial review.

Any dispute concerning the interpretation or enforceability of this agreement to arbitrate including, without limitation, its revocability or voidability for any cause, any challenge going to the formation or validity of this agreement to arbitrate including, without limitation, allegations of unconscionability, fraud in the inducement, or fraud in the execution, any dispute as to the scope of arbitral issues, and any defense relating to the enforcement of this Arbitration Agreement, including, without limitation, waiver, estoppel, or laches, shall be decided by an arbitrator in accordance with this Arbitration Agreement and not by a court of law, subject to the following general provisions:

A. The party initiating the arbitration may select one of the following independent arbitration service organizations:

   JAMS, the Resolution Experts (www.jamsadr.com) ph. 1-949-224-1810;
   American Arbitration Association ("AAA") (www.adr.org) ph. 1-800-778-7879;
   ADR Services, Inc. (www.adrservices.org) ph. 1-213-683-1600; or
   DeMars & Associates, Ltd. (www.demarsassociates.com), ph. 1-800-279-5343.

   If YOU have a question about the arbitration service providers mentioned here or would like to obtain a copy of their arbitration rules or fee schedules, YOU may contact them through their websites or directly by phone. At YOUR request, WE or PWC will assist YOU in obtaining any of these organizations' rules and fees for arbitrating disputes under this Arbitration Agreement (see paragraphs I and N below for additional information on fees and costs). YOU should review the rules and fees before selecting an arbitration service provider. The list of organizations above is not intended to be exclusive and the parties shall be free to select another arbitration service organization mutually acceptable to them. If, for any reason, the selected organization is not willing or able to conduct the arbitration, the initiating party shall then select another arbitration service from among those listed above or another that is mutually acceptable. The arbitration service finally selected shall administer the arbitration of any and all disputes required to be joined under the law.

B. The party initiating the arbitration shall complete and submit the Binding Arbitration Request Form at the back of the LIMITED WARRANTY booklet to PWC or otherwise communicate to PWC, in writing, the party's request to initiate binding arbitration, including a description of the dispute and identifying the arbitration service selected to conduct the arbitration. PWC shall then coordinate with the arbitration service provider to arrange for the arbitration.

C. The rules of the arbitration service provider applicable to residential construction disputes in effect when the request for binding arbitration is filed shall apply, including the arbitration service's rules regarding selection of the arbitrator or appointment of the arbitrator by the service. If the rules of the selected arbitration service in effect when the request for arbitration is filed are materially different than the rules in effect when the parties entered into the sales contract for the HOME, the initiating party may request that the earlier rules apply to the arbitration. The arbitrator shall retain jurisdiction and authority to decide any dispute as to the sufficiency of OUR performance in accordance with any part of an arbitration award in YOUR favor.

D. Venue of the arbitration shall be the county where the HOME is located, unless the parties agree to some other location. Unless circumstances make it impractical, the arbitration will be conducted at the HOME.

E. Arbitrations shall be limited to disputes relating to YOUR HOME only and to COMMON ELEMENTS conveyed by US, and disputes, if any, relating to other homes may not be consolidated in any representative or class proceeding unless the parties expressly agree otherwise.

F. This Arbitration Agreement is made pursuant to a transaction involving and concerning interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. §1, *et seq.*) now in effect and as it may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, judicial or arbitral rule. Accordingly, any and all disputes described in this Section VIII shall be arbitrated, which arbitration shall be mandatory and binding pursuant to the Federal Arbitration Act and the California Arbitration Act (California Code of Civil Procedure §1280, *et seq.*) to the extent the California Arbitration Act is not inconsistent with the Federal Arbitration Act. To the extent that any state or local law, ordinance, regulation, judicial or arbitral rule shall be inconsistent with this Arbitration Agreement and/or any provision of the rules of the arbitration service conducting the arbitration proceeding, this Arbitration Agreement and the rules of the arbitration service shall govern the conduct of the proceeding.

G. This Arbitration Agreement shall inure to the benefit of, bind, and be enforceable by OUR subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person or entity whom YOU contend is responsible for any matter relating to the dispute. This Arbitration Agreement shall remain in effect as to any dispute whether such dispute arises during or after expiration of the WARRANTY PERIOD.

H. In addition to binding the parties, this Arbitration Agreement is intended to apply to and also bind the parties' respective heirs, executors, administrators, successors, and assigns to the extent any of them shall have standing to assert a claim under the LIMITED WARRANTY.

I. Each party shall bear its own attorney's fees and costs (including expert costs) for the arbitration.

J. The arbitrator shall have authority to award all recognized remedies available in law or in equity for any cause of action that is the basis for the arbitration including, in particular, damages recoverable by YOU as provided in California Civil Code Section 944, except, as noted above, the arbitrator may not consolidate disputes relating to homes other than YOUR HOME and may not otherwise preside over any form of a representative or class proceeding unless the parties expressly agree otherwise. The decision of the arbitrator shall be final, conclusive and binding and shall not be subject to any judicial or other review or appeal unless and except as may be expressly permitted under the rules of the arbitration service administering the arbitration. No applications to vacate, modify or correct an arbitrator's award may be made except as permitted under the Federal Arbitration Act.

K. A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The judgment so entered shall have the same force and effect, in all respects, as, and be subject to all of the provisions of law relating to, a judgment in a legal action filed in court; and it may be enforced as if it had been rendered in an action in the court in which it is entered.

L. The participation by any party in any judicial proceeding concerning this Arbitration Agreement or any matter arbitrable hereunder shall not be asserted or serve as a reason to delay, to refuse to participate in, or to refuse to enforce this Arbitration Agreement.

M. The arbitrator selected or appointed to serve shall be a neutral and impartial individual.

N. Fees and costs charged by the arbitration service and/or the arbitrator shall be advanced by US, including the fee required to initiate the arbitration. The arbitrator shall have authority to apportion such fees and costs among parties to the arbitration, but no such fees or costs shall be apportioned to YOU unless the arbitrator determines that YOUR initiation of the arbitration was frivolous, unreasonable, without foundation, or in bad faith. Each party to arbitration conducted pursuant this LIMITED WARRANTY shall be responsible for its own attorney's fees and costs and such fees and costs shall not be subject to apportionment between or among the parties.

O. If any provision of this Arbitration Agreement is determined to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable and enforceable according to their terms.

IX. Subsequent Owners of the Home

If YOU are not the original purchaser of the HOME from US, then YOU shall have the benefit of any remaining term of this LIMITED WARRANTY subject to all of its terms, conditions and limitations including, in particular, the Dispute Resolution requirement described in Section VIII above and provided YOU first complete and return to PWC the "Subsequent Home Buyer Acknowledgement and Transfer" form located at the back of this warranty booklet. YOU may also request a copy of this form directly from PWC by phoning 800-850-2799. YOU should not submit the Subsequent Home Buyer Acknowledgement and Transfer form until YOU have reviewed the Dispute Resolution requirement described in Section VIII of this LIMITED WARRANTY.

X. General Conditions

A. WE assign to YOU all the manufacturers' warranties on all CONSUMER PRODUCTS that WE installed in the HOME. Should a CONSUMER PRODUCT malfunction YOU must follow the procedures set forth in that manufacturer's warranty to correct the problem. OUR obligation is limited to workmanlike installation of CONSUMER PRODUCTS.

B. If WE repair a CONSTRUCTION DEFECT, or other related damage to the HOME or COMMON ELEMENTS covered by this LIMITED WARRANTY, or if WE make a payment to YOU in lieu of repair, WE shall then be entitled, to the extent of OUR cost to repair or payment in lieu of repair, to take over YOUR rights to recover from other persons and entities, including but not limited to, other warrantors and insurance obligated to pay for all or part of costs incurred by US. YOU have an obligation not to make it harder for US to enforce these rights. YOU agree to sign any papers, and do anything else that is reasonably necessary for US to exercise these recovery rights.

C. If any provision of this LIMITED WARRANTY is determined to be unenforceable or to have been waived, that provision shall be deemed severed and the remaining provisions shall continue to apply according to their terms. Any such determination shall be limited to the LIMITED WARRANTY on the HOME then at issue.

XI. Definitions

BUILDER means the individual or legal entity which participates in the Warranty Program administered by the Professional Warranty Service Corporation and provides YOU with this LIMITED WARRANTY. Where other persons or entities undertake to act on the BUILDER's behalf or otherwise assume obligations of the BUILDER under this LIMITED WARRANTY, they shall, in that limited context, have the same rights as the BUILDER under this LIMITED WARRANTY.

COMMON ELEMENTS means the property as specified in the recorded Covenants, Conditions and Restrictions as common area and any other property as to which the HOMEOWNERS ASSOCIATION has standing under the law to make a claim. This may include, but is not limited to, streets, slopes, the structure or components of enclosure or other parts of the HOME, corridors, lobbies, vertical transportation elements, rooms, balconies, clubhouses or other spaces that are for the common use of the residents of the development in which the HOME is located. Plumbing, electrical, heating, cooling and ventilation systems, including wiring, piping and ductwork serving two or more HOMES in a multi-unit building, and the outbuildings that contain parts of such systems are also included in this definition.

CONSEQUENTIAL OR INCIDENTAL DAMAGES means any loss or damage other than:

A. OUR cost to correct a CONSTRUCTION DEFECT including the correction of those surfaces, finishes and coverings damaged by the CONSTRUCTION DEFECT;
B. OUR cost to repair or replace, at market value, furniture, carpet or personal property damaged by the CONSTRUCTION DEFECT;
C. OUR cost to repair damage to the HOME which occurs in the course of OUR repair or replacement of a CONSTRUCTION DEFECT;
D. The reasonable cost of the HOMEOWNER'S alternative shelter, storage expenses and lost business income (if the HOME was used as a principal place of business licensed to be operated from the HOME) when the HOME is temporarily uninhabitable due to a CONSTRUCTION DEFECT and when the HOME is rendered uninhabitable by the work necessary to repair a CONSTRUCTION DEFECT.

CONSTRUCTION DEFECT(S) means a deficiency in materials or workmanship when measured against OUR construction performance standards, as referred to in Section V above, and which:
- materially affects the structural integrity of the HOME or a COMMON ELEMENT; or
- jeopardizes the safety of occupants of the HOME or users of a COMMON ELEMENT; or
- violates any applicable standards under California Civil Code Sections 896 - 897.

CONSUMER PRODUCT means any piece of equipment, appliance or other item that is a CONSUMER PRODUCT for purposes of the Magnuson-Moss Warranty Act (15 U.S.C.§ 2301, et seq.) which is installed by US in the HOME. Examples of CONSUMER PRODUCTS include, but are not limited to, dishwasher, garbage disposal, gas or electric cook-top, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, automatic garage door opener, clothes washer and dryer, hot water heater, solar water heater, solar water heating panels, furnace, boiler, heat pump, air conditioning unit, humidifier, thermostat, and security alarm system.

FIT AND FINISH COMPONENTS means cabinets, mirrors, flooring, interior and exterior walls, countertops, paint finishes, and trim.

HOME means a single family residence either attached or detached covered by this LIMITED WARRANTY, or a condominium or cooperative unit in a multi-unit residential building covered by this LIMITED WARRANTY, except for any components of the HOME that are part of the COMMON ELEMENTS.

HOME BUILDER'S LIMITED WARRANTY means only this express warranty document provided to YOU by US.

HOMEOWNER means the first person(s) to whom a HOME (or a unit in a multi-unit residential structure/building) is sold, or for whom such HOME is constructed, for occupancy by such person or such person's family, and such person's(s') successors in title to the HOME, or mortgagees in possession and any representative of such person(s) who has standing to make a claim on that person(s) behalf.

HOMEOWNERS ASSOCIATION means a profit or nonprofit corporation, unincorporated association, organization, partnership, assessment district, limited liability company, limited liability partnership or other entity of any kind that owns, manages, maintains, repairs, administers, or is otherwise responsible for and has standing to make a claim as to any part of the COMMON ELEMENTS.

POLLUTANTS mean all solid, liquid, gaseous or thermal irritants or contaminants. The term includes, but is not limited to, petroleum products, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, radon gas, mold, and waste materials, including materials to be recycled.

PWC means Professional Warranty Service Corporation which administers the warranty program in which WE participate. The PWC mailing address is: Professional Warranty Service Corporation, P.O. Box 800, Annandale, VA 22003-0800. Ph. 800-850-2799.

WARRANTY PERIOD shall commence on the date the title to the HOME is transferred to the first HOMEOWNER. The WARRANTY PERIOD for the COMMON ELEMENTS of an individual structure/building commences on the date the title for the first HOME in the structure/building is transferred to the first HOMEOWNER or, as concerns clubhouses or outbuildings or other COMMON ELEMENTS not part of the HOME, the earlier of the date of substantial completion or the date title to these structures is transferred to the HOMEOWNERS ASSOCIATION. The WARRANTY PERIOD shall expire 10 years following its commencement date or at such earlier time as consistent with the limitations period assigned to a standard described in California Civil Code Section 896 or other applicable limitations period under California law, whichever is the shorter period.

WE, US, OUR means the BUILDER.

YOU, YOUR means the HOMEOWNER and the HOMEOWNERS ASSOCIATION and any successors in interest to the HOME or COMMON ELEMENTS.

BINDING ARBITRATION REQUEST FORM

Prior to requesting binding arbitration under the terms of the HOME BUILDER'S LIMITED WARRANTY, the initiating party should have sent the other party a clear and specific written request outlining the claim(s) or dispute(s) that are being submitted for decision through binding arbitration. If you have taken this step and believe the other party has not satisfactorily responded in accordance with the HOME BUILDER'S LIMITED WARRANTY, fill out this form and send it to PWC. Be sure to attach a copy of all pertinent correspondence between you and the other party relative to the issue.

If you do not know the answers to any questions, write "Don't Know." Please do not leave any item blank.

Homeowner name(s):____

Address: ____

____

CITY STATE ZIP

Home Phone :(_____)__________ E-mail: __________________ Work Phone:(_____)____________

LIMITED WARRANTY #:______________________ Date Warranty Period begins:__________________

Builder's Name: ____

Address: ____

Business Phone: (______)______________________

Describe the dispute that you wish to submit to binding arbitration under the terms of the HOME BUILDER'S LIMITED WARRANTY. If the dispute is relative to a construction defect please include information on when the construction defect(s) first occurred or when you first noticed the construction defect. (Attach additional sheets, if necessary).

I/we are hereby requesting PWC to initiate a binding arbitration to resolve the dispute described above. We request that this arbitration be conducted by (please check one):

☐ AAA ☐ ADR Services, Inc. ☐ DeMars & Associates ☐ JAMS ☐ Other _____ _____

__________________________ __________________________

Signature Date Signature Date

INSTRUCTIONS: Photo-copy this form and complete the fields.

If you have questions about selecting an arbitration service, contact PWC at 1-800/850-2799.

Send this Binding Arbitration Request Form to:

PROFESSIONAL WARRANTY SERVICE CORPORATION
P. O. BOX 800
ANNANDALE, VIRGINIA 22003-0800

PWC Form No. 301CA 12/2011

SUBSEQUENT HOME BUYER ACKNOWLEDGMENT AND TRANSFER

Any coverage remaining under the HOME BUILDER'S LIMITED WARRANTY applicable to the home specified on the Limited Warranty Validation Form is transferred to the subsequent homeowner.

The undersigned home buyer(s) hereby acknowledge and agree:

I/we acknowledge that I/we have reviewed, understand and agree to all the terms of the HOME BUILDER'S LIMITED WARRANTY document (PWC Form No. 117). (Note: If you did not receive a copy of the HOME BUILDER'S LIMITED WARRANTY booklet from the Seller, you should request a copy from PWC at 800-850-2799 and review it before signing this form.)

I/we understand and acknowledge that Professional Warranty Service Corporation ("PWC") is not the warrantor of the HOME BUILDER'S LIMITED WARRANTY.

I/we understand that I/we am/are responsible for the maintenance of the home including maintenance of the grade of the land surrounding the home, and that the Builder shall not be responsible for any defect or damage to the home which is the result of my/our failure to maintain the home.

I/we acknowledge and agree to the Binding Arbitration Procedure contained in the HOME BUILDER'S LIMITED WARRANTY.

Signature(s) of Subsequent Home Buyer(s): ______________________ Date: ______________

______________________ Date: ______________

____

Print above name(s):

Re-issuance of the Limited Warranty Validation Form with the name(s) of the new Home Buyer(s) is not necessary for you to receive the coverage remaining under the HOME BUILDER'S LIMITED WARRANTY. Upon receipt of this signed form, PWC will update its records to reflect the name(s) of the new homeowner(s). If you want PWC to issue another Limited Warranty Validation Form with your name(s) on the form, please check the box below and send a check in the amount of $20.00 made payable to "PWC" with your submission of this form.

YES, re-issue the Limited Warranty Validation Form in the above name(s) ☐ (check box) Initial ________

Address of Home: ______________________________________

Limited Warranty No.:

INSTRUCTIONS: Photo-copy this form. Provide information requested, sign, fill in Limited Warranty # in the space provided (this number is provided on the Limited Warranty Validation Form), and provide a telephone number where you can be reached (______) ______________. If you want the Limited Warranty Validation Form reissued in your name, enclose your check to PWC in the amount of $20.00 (check box above and initial). To reach PWC by phone, call: 1-800/850-2799.

Mail this form and a photocopy of applicable settlement/closing documents indicating transfer of title, to:

PROFESSIONAL WARRANTY SERVICE CORPORATION
P.O. BOX 800
ANNANDALE, VA 22003-0800

PWC Form No. 302CA 12/2011

for the benefit of Golden Hills School District

RECORDING REQUESTED BY:
THOMAS J. RIGGS, Esq.
Lozano Smith Smith Woliver & Behrens
2444 Main Street, Suite 260
Fresno, California 93721
for the benefit of Golden Hills School District
no fee under Government Code section 6103

92097115

RECORDED IN OFFICIAL RECORDS OF FRESNO COUNTY, CALIFORNIA
AT 59 MIN PAST 3 P M
JUL 10 1992
WILLIAM C. GREENWOOD
County Recorder
FEE $ -0-

WHEN RECORDED, RETURN TO:
2444 Main Street, Suite 260
Fresno, California 93721

GOLDEN HILLS SCHOOL DISTRICT
ELEMENTARY SCHOOL IMPACT FEE AGREEMENT

DATE: September 11, 1991 PLACE: Auberry, California

PARTIES:

GOLDEN HILLS SCHOOL DISTRICT, a political subdivision of the State of California (hereinafter "DISTRICT");

MILLERTON NEW TOWN DEVELOPMENT COMPANY, a California general partnership (hereinafter "DEVELOPER".)

RECITALS:

A. DEVELOPER owns certain real property situated in the County of Fresno, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property".)

B. The Property includes new residential development (hereinafter called the "Project".)

C. The public facilities element of the County of Fresno General Plan and the Millerton New Town Specific Plan provide that new residential development shall not be approved unless adequate public school facilities, including school sites, fees, or improvements for elementary or high school facilities, will be available to serve students residing in the new residential development.

D. DISTRICT has represented that the Developer Fees DISTRICT is authorized to levy under California Government Code section 53080 (hereinafter "Developer Fees") will not generate sufficient funds for DISTRICT to acquire and build additional elementary school facilities necessary to house the students generated from new development on the Property.

E. The parties have examined the demographic trends of DISTRICT, the present cost of facilities construction, the scope of development on the Property and the impacts of that development upon DISTRICT's need for additional elementary school facilities.

F. DISTRICT has represented that it lacks sufficient funds to provide adequate elementary school facilities in a timely fashion to serve pupils who may reside within the area of the Property unless payment is made to DISTRICT to fund the cost of elementary school facilities.

G. DEVELOPER wishes to assist DISTRICT in mitigating the impact of development of the Property on DISTRICT and to proceed in a timely manner with development.

H. DEVELOPER wishes to assure adequate elementary school facilities for students in grades K through 8 who may be residents within the Property.

I. DEVELOPER desires to achieve general plan consistency for development of the Property by entering into this Agreement which provides DISTRICT with a reliable source of the cost of providing additional elementary school facilities necessary to meet the needs of students generated from new residential development of the Property.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Payment of Fees. DEVELOPER agrees to pay DISTRICT the elementary school mitigation fees described in Paragraphs 2-6 below at the time building permits are issued for each residential dwelling unit (hereinafter "DU",) situated within the Property. The term "DU" includes single family units, multi-family units and all other residential dwelling units. Housing types not defined by this Agreement will be charged at the single-family rate. Neither DEVELOPER nor successors in interest shall be liable for such fees unless building permits are sought.

2. Minimum Elementary School Impact Fee. The minimum elementary school impact fee to be paid by DEVELOPER for each DU situated within the Project shall be in an amount to be established by the Board of Trustees of the District (hereinafter "Minimum Elementary School Impact Fee".)

3. Section 53080 Development Fees. DISTRICT shall continue to levy and DEVELOPER shall pay all Developer Fees on residential development within the Project as authorized by California Government Code section 53080 and District Resolution.

4. The parties hereto recognize that DISTRICT shares Developer Fees with Sierra Joint Union High School District. If the amount of DISTRICT'S share of the Developer Fee levied pursuant to Government Code section 53080 is greater than the Minimum Elementary School Impact Fee set forth in paragraph 2, DEVELOPER shall pay the full amount of the section 53080 Developer

Fee. If the amount of the Developer Fee is less than the fee set forth in paragraph 3, DEVELOPER shall pay the Minimum Elementary School Impact Fee reduced by the amount of DISTRICT'S share of the section 53080 Developer Fee paid by DEVELOPER.

5. The Minimum Elementary School Impact Fee shall be increased annually for inflation commencing July 1, 1992, and on July 1 of each successive year thereafter during the term of this Agreement. This annual increase for inflation shall be based upon the [Consumer Price Index for All Urban Consumers, U.S. City Average All Items published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212], but shall in no event exceed 4% annually.

6. Commercial/Industrial Development Fees. DISTRICT shall continue to levy a fee of twenty-six cents ($0.26) per square foot of chargeable space on commercial and industrial development projects within the Property as authorized under California Government Code section 53080 and District Resolution. DISTRICT reserves the right to increase the amount of said fee subject to any applicable statutory procedures and/or limitations.

7. Alternative School Site Dedication. As an alternative to the payment of the Minimum Elementary School Impact Fee and the Developer Fees provided for herein, DEVELOPER at its option shall dedicate to the DISTRICT an elementary school site within the boundaries of the Brighton Crest Development, the Millerton New Town Specific Plan area, or adjoining property owned by DEVELOPER within the boundaries of the DISTRICT. Such dedication shall be subject to the following:

a. The school site shall be a minimum of 10 net usable acres.

b. The location, size, configuration and suitability of the school site shall be subject to the approval of the DISTRICT and the State Department of Education.

c. Until the offer of dedication is made by DEVELOPER and accepted in writing by DISTRICT, fees shall be paid, as provided for herein, at the time any building permits are pulled. Such acceptance shall not unreasonably be withheld.

d. The value of the school site shall be established by an appraisal of the property to be completed by an MAI appraiser selected by the mutual agreement by DEVELOPER and DISTRICT and the cost shall be shared equally by DEVELOPER and DISTRICT.

e. At the time building permits are issued for each residential dwelling unit within the property, DEVELOPER shall receive a credit against the value of the dedicated school site. The credit shall be in the amount of the fees which would have been paid pursuant to this agreement but for the dedication of the school site.

f. At such time as the amount of credits equals the value of the dedicated school site, DEVELOPER shall commence paying fees provided for by this agreement for all subsequent building permits issued within the property.

g. If the amount of credits issued at full build out of the property do not equal or exceed the value of the dedicated school site, DEVELOPER may carry over unused credits to other projects within the Millerton New Town and Brighton Crest areas. In no event, however, shall any credits against the Minimum Elementary School Impact Fee or Developer Fees exceed the established value of the dedicated school site.

8. Changes in Law. The parties acknowledge that the California Legislature may enact new laws or amend existing laws with regard to the authority of school districts and/or other governmental agencies to impose, levy or collect school mitigation fees as a condition to the zoning, rezoning, subdivision, use or development of property. The parties expressly acknowledge that any future legislation that expands the authority of DISTRICT or any other governmental entity to impose, levy or collect school mitigation fees in addition to the type or amount of the school mitigation fees authorized by law at the time this Agreement is executed, including the elementary school impact fees described herein, shall apply to residential, commercial and industrial development within the Project, provided, however, that any and all sums paid or payable pursuant to this Agreement shall be deemed a credit against any sums that are or would otherwise be due pursuant to existing law, or future legislation, or both.

Judicial decisions and/or future legislation that diminishes the authority of DISTRICT or any other governmental entity to impose, levy or collect school mitigation fees shall not affect the validity of the terms or conditions of this Agreement.

9. School Funding. The DISTRICT shall take reasonable and appropriate actions to seek eligibility for receipt of State funds for the design, preparation, acquisition and construction of additional elementary school and related facilities to meet the needs generated by new development within the Project and other property owned by DEVELOPER.

10. District-Wide Tax. Nothing contained in this Agreement shall be construed to prohibit the Property from being subject to a uniform District-wide tax, such as a general obligation bond measure, to fund additional elementary school facilities in the event the State lacks the money to fund same or the community desires to raise money to construct additional elementary school facilities necessary to meet the needs of students generated by the Project or other school facilities with the DISTRICT.

11. Notices. All notices or other communications that may be given under this Agreement shall be in writing and shall be served personally or by certified or first class mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

DISTRICT:

Golden Hills School District
31975 Lodge Road
Auberry, California 93602
Attention: Ward M. Stewart
District Superintendent

DEVELOPER:

Millerton New Town Development Company
P.O. Box 25281
Fresno, California 93729-5281

Service shall be deemed complete upon deposit in the United States mail or upon personal delivery.

12. Additional Representations and Warranties.

a. DEVELOPER hereby represents and warrants the individuals executing this Agreement on behalf of DEVELOPER have the legal power, right and actual authority to bind DEVELOPER to the terms and conditions or this Agreement.

b. DISTRICT hereby represents and warrants that the individual executing this Agreement on behalf of DISTRICT has the legal power, right and actual authority to bind DISTRICT to the terms and conditions of this Agreement.

13. Notice to County. Upon request by the County of Fresno or DEVELOPER, DISTRICT will confirm that DEVELOPER has entered into a school mitigation fee agreement with DISTRICT with respect to the Property.

14. Recordation of Agreement. This Agreement shall be recorded in the Office of the Fresno County Recorder and shall run with the Property as a covenant.

15. Binding on Heirs, Successors and Assigns. This Agreement shall be binding upon DISTRICT and DEVELOPER, their

heirs, executors, successors and assigns. Upon the sale of any portion of the Property, the assignment of DEVELOPER'S rights hereunder and the assumption in writing of DEVELOPER'S obligations by such purchaser with respect to such property, including without limitation DEVELOPER'S obligations under this Agreement, DEVELOPER shall be relieved of any and all obligations that may occur thereafter with regard to payment of fees for development of such portion of property. DEVELOPER shall provide DISTRICT with a copy of said written assignment and assumption agreement upon receipt of same. Upon request, DISTRICT shall provide DEVELOPER or its successor-in-interest with a release in recordable form as attached hereto as Exhibits "B-1" and "B-2" and incorporated herein by reference for each DU upon full payment of all fees required under this Agreement.

16. California Law. This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

17. Entire Agreement. This Agreement, including four exhibits, contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior understandings with respect thereto. There are no promises, terms, conditions, or obligations referring to the subject matter other than contained herein. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived except by written instrument signed by the party to be charged, or by its agent, duly authorized in writing, or as otherwise expressly permitted in this Agreement.

18. Severability. Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

19. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other party under this Agreement, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding in such an amount as the court may adjudge reasonable.

20. Term. This Agreement shall be effective upon execution by the parties and remain in full force and effect until recordation of the release to be issued by DISTRICT in accordance with the provisions of Paragraph 12 of this Agreement.

21. Interpretation. Each party has reviewed this Agreement and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the construction or interpretation of this Agreement or any amendment or exhibits hereto.

22. Mello-Roos District. DEVELOPER and DISTRICT have engaged in discussions, and recorded an agreement dated May 2 and 7, 1990 and extended on January 25, 1991, regarding the formation of a Mello-Roos District to finance school facilities. The parties agree to continue to explore the formation of such a district.

23. This Agreement applies and binds the parties hereto only with respect to the property described in Exhibit "A."

Executed on the date, month and year first above written.

DISTRICT: GOLDEN HILLS SCHOOL DISTRICT

By: Ward M. Stewart
Ward M. Stewart
District Superintendent

DEVELOPER: MILLERTON NEW TOWN DEVELOPMENT COMPANY

By: MILLERTON RESOURCES COMPANY, a Delaware Corporation (Its General Partner)

By: ____________________
Jose P. Leviste, Jr.
Vice President

By: MILLERTON NEW TOWN MANAGEMENT COMPANY, a California General Partnership (Its General Partner)

By: BRIGHTON LAND COMPANY, a California Limited Partnership (Its General Partner)

By: BRIGHTON LAND MANAGEMENT CO., a California Corporation (Its General Partner)

By: ____________________
A.B. Ewell, Jr., President

By: POWER BELT CORP., a California Corporation (Its General Partner)

By: ____________________
Jose P. Leviste, Jr.
President

[Signatures to be Notarized]

08279108.T13

92097115

EXHIBIT "A"

All property included in Fresno County Tentative Tract Map Nos. 4388 and 4389.

92097115

EXHIBIT "B-1"

(Use if Original Party Obtaining Release.)

When Recorded, Return to:

____

SATISFACTION AND RELEASE

This Satisfaction and Release is made and entered into with respect to that certain Elementary School Impact Fee Agreement, which was entered into by and between the Golden Hills School District ("DISTRICT") and MILLERTON NEW TOWN DEVELOPMENT COMPANY ("DEVELOPER") and recorded on ________________, 1991, in Book ______, at Page ______ of Official Records of the Fresno County Recorder (the "Fee Agreement".)

In consideration of the payment of by Developer to DISTRICT of the Residential [Commercial/Industrial] Development Fee described in the Fee Agreement with respect to the Released Property described below, receipt of which is hereby acknowledged by DISTRICT, DEVELOPER and DISTRICT hereby acknowledge and declare that the obligations under the Fee Agreement with respect to the Released Property have been satisfied and that the Released Property is hereby released from the Fee Agreement. The parties intend and agree that upon recordation of this Satisfaction and Release, the Fee Agreement shall no longer run with or bind any successors to the Released Property.

For purposes of this Satisfaction and Release, the Release Property is described as follows:

Executed as of the last date below.

DISTRICT:	DEVELOPER:
GOLDEN HILLS SCHOOL DISTRICT	MILLERTON NEW TOWN DEVELOPMENT COMPANY
By: ______________________ Ward M. Stewart District Superintendent	By: ______________________
Dated: ______________________	Dated: ______________________

[Attach Acknowledgements for Recordation.]

08279108.T13

EXHIBIT "B-2" 92097115

(Use if Successor Obtaining Release.)

When Recorded, Return to:

____

SATISFACTION AND RELEASE

This Satisfaction and Release is made and entered into with respect to that certain Elementary School Impact Fee Agreement, which was entered into by and between the Golden Hills School District ("DISTRICT") and ______________________ ("DEVELOPER") and recorded on ______________________, 1991, in Book ______, at Page ______ of Official Records of the Fresno County Recorder (the "Fee Agreement") ______________________ ("DEVELOPER") is the successor in interest to ______________________ with respect to the Released Property described below.

In consideration of the payment of by DEVELOPER to DISTRICT of the Residential [Commercial/Industrial] Development Fee described in the Fee Agreement with respect to the Released Property described below, receipt of which is hereby acknowledged by DISTRICT, DEVELOPER and DISTRICT hereby acknowledge and declare that the obligations under the Fee Agreement with respect to the Released Property have been satisfied and that the Released Property is hereby released from the Fee Agreement. The parties intend and agree that upon recordation of this Satisfaction and Release, the Fee Agreement shall no longer run with or be binding upon the successors to the Released Property.

For purposes of this Satisfaction and Release, the Release Property is described as follows:

Executed as of the last date below.

DISTRICT:

GOLDEN HILLS SCHOOL DISTRICT

By: ______________________
Ward M. Stewart
District Superintendent

Dated: ______________________

DEVELOPER:

By: ______________________

Dated: ______________________

[Attach Acknowledgements for Recordation.]

08279108.T13

93097115

GENERAL ACKNOWLEDGMENT

NO 201

State of California
County of Fresno } ss.

On this the 6th day of December 1991, before me,
Nancy W. Ashworth
the undersigned Notary Public, personally appeared
Ward H. Stewart

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

OFFICIAL SEAL
NANCY W. ASHWORTH
NOTARY PUBLIC - CALIFORNIA
FRESNO COUNTY
My comm. expires APR 15, 1994

Nancy W. Ashworth
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title or Type of Document Impact Fee Agreement
Number of Pages 12 Date of Document November 15, 1991
Signer(s) Other Than Named Above Various

7120 019

11

92097115

STATE OF CALIFORNIA)
) ss.
COUNTY OF FRESNO)

On this 17th day of October 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSE P. LEVISTE, JR., personally known to me or proved to me on the basis of satisfactory evidence to be Vice President of MILLERTOWN RESOURCES COMPANY, a Delaware corporation ("MRC"), MRC being know to me or proved to me on the basis of satisfactory evidence to be a general partner of MILLERTON NEW TOWN DEVELOPMENT COMPANY ("MNTDC"), the general partnership that executed the within instrument and acknowledged to me that he executed the same as Vice President of MRC, that MRC executed the same as a general partner of MNTDC, and the MNTDC executed the same.
WITNESS my hand and official seal.

Joan A. Kean
Notary Public in and for the
State of California

OFFICIAL NOTARY SEAL
JOAN A. KEAN
Notary Public — California
FRESNO COUNTY
My Comm. Expires APR 07 1995

STATE OF CALIFORNIA)
) ss.
COUNTY OF FRESNO)

On this 17th day of October 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSE P. LEVISTE, JR., personally known to me or proved to me on the basis of satisfactory evidence to be President of POWER BELT CORP., a California corporation ("PBC"), PBC being known to me or proved to me on the basis of satisfactory evidence to be a general partner of MILLERTON NEW TOWN MANAGEMENT COMPANY, a general partnership, ("MNTMC"), MNTMC being known to me or proved to me on the basis of satisfactory evidence to be a general partner of MILLERTON NEW TOWN DEVELOPMENT COMPANY ("MNTDC"), the general partnership that executed the within instrument and acknowledged to me that he executed the same as President of PBC, that PBC executed the same as a general partner of MNTMC, that MNTMC executed the same as a general partner of MNTDC, and that MNTDC executed the same.
WITNESS my hand and official seal.

Joan A. Kean
Notary Public in and for the
State of California

OFFICIAL NOTARY SEAL
JOAN A. KEAN
Notary Public — California
FRESNO COUNTY
My Comm. Expires APR 07 1995

Notary.KH

17

STATE OF CALIFORNIA)
) ss.
COUNTY OF FRESNO)

92097115

On this 17th day of October 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared A. B. EWELL, JR., personally known to me, or proved to me on the basis of satisfactory evidence, to be the President of BRIGHTON LAND MANAGEMENT COMPANY, a California corporation ("BLMC"), BLMC being known to me or proved to me on the basis of satisfactory evidence, to be the general partner of BRIGHTON LAND COMPANY, a California limited partnership ("BLC"), BLC being known to me or proved to me on the basis of satisfactory evidence, to be a general partner of MILLERTON NEW TOWN MANAGEMENT COMPANY, a general partnership ("MNTMC"), MNTMC being known to me or proved to me on the basis of satisfactory evidence, to be a general partner of MILLERTON NEW TOWN DEVELOPMENT COMPANY ("MNTDC"), the general partnership that executed the within instrument and acknowledged to me that he executed the same as President of BLMC, that BLMC executed the same as the general partner of BLC, that BLC executed the same as a general partner of MNTMC, that MNTMC executed the same as a general partner of MNTDC, and that MNTDC executed the same.

WITNESS my hand and official seal.

OFFICIAL NOTARY SEAL
JOAN A. KEAN
Notary Public — California
FRESNO COUNTY
My Comm. Expires APR 07,1995

Joan A. Kean
Notary Public in and for the
State of California

NOTARY.KH

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7

Utility Distribution Easement (09/18)
RECORDING REQUESTED BY AND RETURN TO:

3 *PACIFIC GAS AND ELECTRIC COMPANY*
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

2018-0145315

FRESNO County Recorder
Paul Dictos, CPA
Wednesday, Dec 05, 2018 09:24:24 AM
Titles: 1 Pages: 7
Fees: $37.00
CA SB2 Fee: $75.00
Taxes: $0.00
Total: $112.00
PACIFIC GAS AND ELECTRIC COMPANY

Location: Uninc: Fresno Co.
Recording Fee $ 34.00
Document Transfer Tax $ 0.00
[X] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2211-21- 10005

EASEMENT DEED

3B DEVELOPMENT, INC., a California corporation,

P.G.&E. CO. COPY

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect and use facilities for public utility purposes including, but not limited to electric, gas, communication facilities and associated equipment, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the unincorporated area of the County of Fresno, State of California, described as follows:

(APN 300-542-10 & 11) See Exhibit A and Exhibit B

Parcel 3 and 4 as shown upon the Parcel Map No 5988, filed for record November 1, 1983 in Book 41 of Parcel Maps at page 22, Fresno County Records.

Said easement area is described as follows:

The strip of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder; and such devices and equipment with suitable concrete pads and adequate protection therefor as Grantee may from time to time deem necessary for transforming electric energy located within the parcels of land of the uniform width and length of 14 feet centered on said facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing No. 35051462 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strip of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities;

Grantor shall not place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to install, construct, use, maintain, inspect, reconstruct, replace and remove the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: November 15, 2018.

3B DEVELOPMENT, INC.,
a California corporation

By ______________________
Name Darius Assemi
Title President

By ______________________
Name JOHN BEZMALINOVIC
Title SECRETARY

2

Attach to LD: 2211-21-10005
Area, Region or Location: 4
Land Service Office: Fresno
Line of Business: Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: 22.11.21.15.44,
FERC License Number: n/a
PG&E Drawing Number: 35051462
Plat No.: 11214 (ELECTRIC)
LD of Affected Documents: n/a
LD of Cross Referenced Documents: n/a
Type of interest: Communication Easements (6), Electric Underground Easements (4), Utility Easement (86)
SBE Parcel: n/a
% Being Quitclaimed: n/a
Order or PM: 35051462
JCN: n/a
County: Fresno
Utility Notice Number: n/a
851 Approval Application No: n/a ;Decision: n/a
Prepared By: m5cf
Checked By: jjwm

3

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 15, 2018 before me, Katrina Ingrao, Notary Public, 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)

KATRINA INGRAO
Notary Public - California
Fresno County
Commission # 2167877
My Comm. Expires Oct 14, 2020

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 15, 2018 before me, Katrina Ingrao, Notary Public, personally appeared John Bezmalinovic, 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)

KATRINA INGRAO
Notary Public - California
Fresno County
Commission # 2167877
My Comm. Expires Oct 14, 2020

5

Utility Distribution Easement (09/18)
Pacific Gas and Electric Company

PG&E

EXHIBIT "A"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.

- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.

- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities.** Installation of any proposed facilities outside of this easement area will require an additional easement.

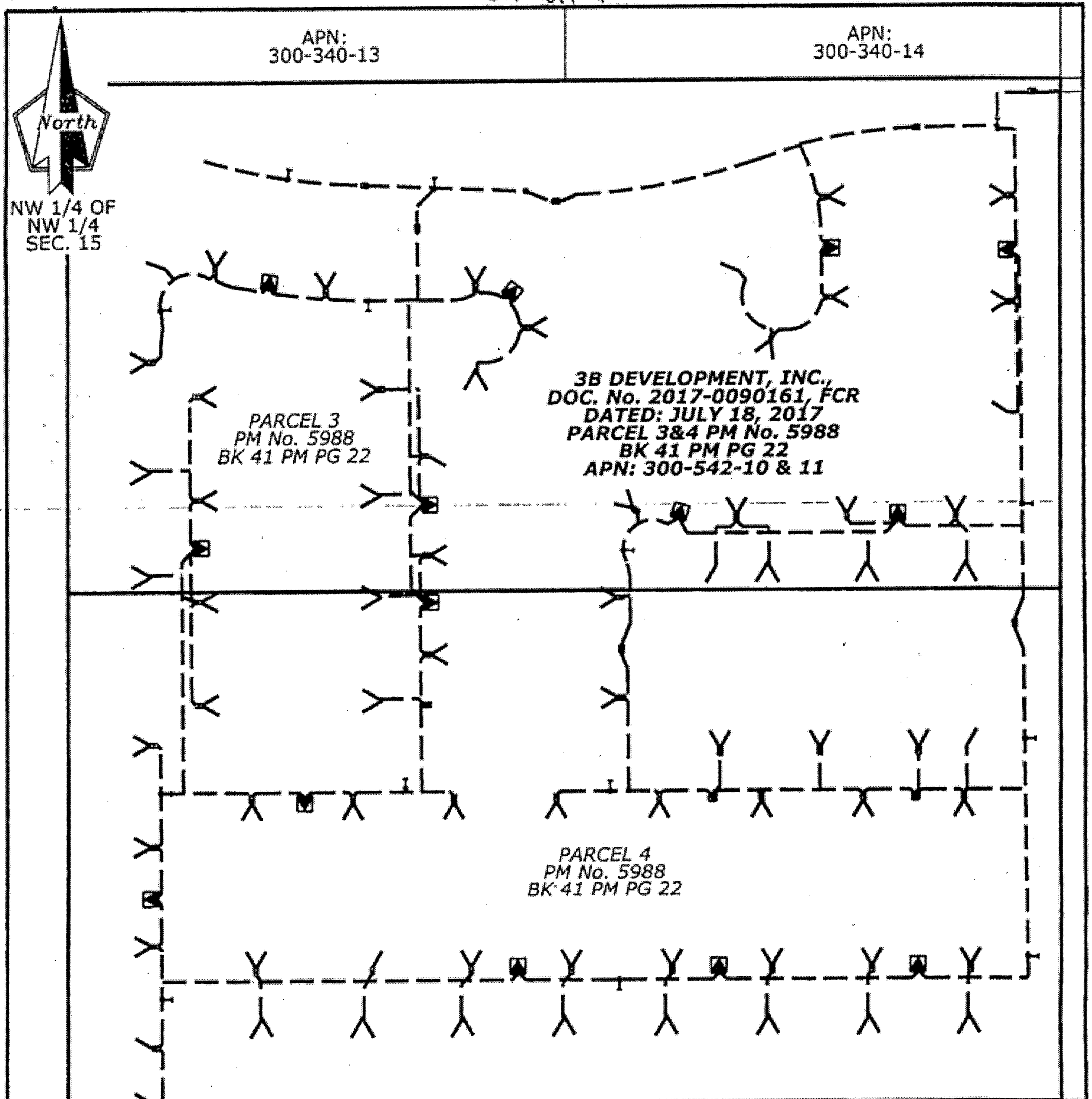
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.

- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.

- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Exhibit -B LD# 2211-21- 10005



LEGEND:

GRANTOR'S PARCEL LINE

APPROXIMATE LOCATION OF THE 10FT. WIDE UTILITY EASEMENT

14'X14 TRANSFORMER PARCEL

APN:
300-542-13

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES OR LINES

Applicant: 3B DEVELOPMENT INC.					SCALE NTS	DATE 10-11-18
SECTION 15	TOWNSHIP 11S	RANGE 21E	MERIDIAN MDB&M	COUNTY OF: FRESNO F.B.: M5CF DR.BY: M5CF	CITY OF: N/A	CH.BY: JJWM
PLAT MAP: 11214 (ELECTRIC) REFERENCES: N/A				PG&E	FRESNO DIVISION 114401617 AUTHORIZ	35051462 DRAWING NO.

7

Recording Requested By &
When Recorded, Return To:

Susan Rutledge
Assistant Superintendent
Clovis Unified School District
1450 Herndon Avenue
Clovis, CA 93611-0599

SB-2 Fee Code §27388.1(a)(2)(D)

2023-0090302

FRESNO County Recorder
Paul Dictos, CPA
Wednesday, Sep 27, 2023 01:35:41 PM
Titles: 1 Pages: 11
Fees: $49.00
CA SB2 Fee: $0.00
Taxes: $0.00
Total: $49.00
CLOVIS UNIFIED SCHOOL DISTRICT

**CREATION OF LIEN AND
SECURED AGREEMENT TO DEFER
SCHOOL IMPACT FEES
BETWEEN
OWNER, AS DEVELOPER
AND
CLOVIS UNIFIED SCHOOL DISTRICT**

THIS LIEN and SECURED AGREEMENT is entered into this 29th day of August, 2023, by and between:

GRANVILLE HOMES, INC.
(Name of Owner/Developer)

a California corporation
(Corporation, Partnership, etc.)

hereinafter referred to as "Developer", whose address is:

1306 W. Herndon Ave., Suite 101
(Street)
Fresno, CA 93711
(City, State, Zip Code)

and

The CLOVIS UNIFIED SCHOOL DISTRICT

of Fresno County, California, hereinafter referred to as "District", whose address is:

1450 Herndon Avenue
(Street)
Clovis, California 93611-0599
(City, State, Zip Code)

WITNESSETH:

A. WHEREAS, Developer is the owner of the real property described on EXHIBIT "A" attached hereto and incorporated herein by reference, and hereafter referred to as "Property"; and,

B. WHEREAS, the Property lies within the boundaries of District; and,

C. WHEREAS, Developer proposes to construct single family residential homes on said Property, which development carries the proposed name of: Granville at Millerton, and is hereafter referred to as "Development"; and,

D. WHEREAS, on July 20, 2023 Developer filed with the County of Fresno a request for Building Permit; and,

E. WHEREAS, pursuant to Education Code section 17620 and Government Code section 65995 or, if applicable, Government Code Sections 65995.5 or 65995.7, the District has imposed and is collecting school impact fees (hereinafter "statutory school impact fees") on all residential and new commercial and industrial construction; and,

F. WHEREAS, the District's statutory school impact fees are payable at the District Office prior to the issuance of building permits; and,

G. WHEREAS, Developer recognizes his obligation to pay such statutory school impact fees but requests that payment be deferred until he seeks certificates of occupancy for the units constructed in the Development.

H. WHEREAS, the District and the Developer agree that such statutory school impact fees will be paid in accordance with the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the premises and mutual promises, covenants, and agreements hereinafter set forth, the District and the Developer agree as follows:

1. The District will defer the payment of statutory school impact fees regarding the proposed development until Developer seeks a certificate(s) of occupancy, and payment of said fees shall be a condition to occupancy certificate issuance. The District will further forward a letter to the County of Fresno stating that Developer has complied with the District's fee requirements by agreeing to pay statutory school impact fees on construction in the Development as a condition to the issuance of a certificate(s) of occupancy.

2. The statutory school impact fees payable on construction in the Development shall be the statutory school impact fee as established by the District pursuant to Government Code section 65995, or, if applicable, Government Code sections 65995.5 or 65995.7, that is in effect in the District at the time Developer pays the fee. Said statutory school impact fees shall be paid as a condition to the issuance of a certificate(s) of occupancy. Square footage of construction is defined:

2.1 Pursuant to Government Code section 65995(b)(1) for purposes of residential development as all assessable space, including all of the square footage within the perimeter of a residential structure, and excluding garages, and carports. This definition includes all types of dwelling units constructed including mobile homes, single family detached residential units, and multi-family residential developments. For purposes of this Agreement, the terms "multi-family residential development" means any residential development other than single family detached dwellings.

2.2 Pursuant to Government Code section 65995(b)(2) for the purposes of new commercial and industrial development as all chargeable covered and enclosed space within the perimeter of a commercial or industrial structure and excluding any storage areas incidental to the principal use of the development, garages, or parking structures.

3. Payment of statutory school impact fees under this Agreement shall be made in accordance with the following provisions:

3.1 The amount of statutory school impact fees due to the District shall be equal to the total number of square feet of assessable residential construction or chargeable commercial/industrial construction multiplied by the statutory school impact fees in the effect in the District at the time Developer pays the fee.

3.2 All statutory school impact fees shall be due and payable on any residential unit or commercial/industrial construction as a condition to the issuance of a certificate of occupancy.

3.3 Any payments not made by the Developer when due and payable shall bear interest at a rate of ten (10) per cent per annum.

3.4 Developer's failure to comply with Section 3.2 on any residential unit(s) or commercial/industrial construction, shall obligate Developer to provide the District with written notification of the opening of any escrow for the sale of such residential unit(s) or commercial/industrial construction, and Developer shall provide in the escrow instructions that the per square foot statutory school impact fee, together with all interest owed in accordance with

Section 3.3 above, shall be paid to the District from the sale proceeds in escrow prior to disbursing proceeds to the seller.

3.5 Upon payment by Developer of the per square foot statutory school impact fees required herein, the District shall record a "Release of Lien" discharging the lien created by this Agreement as to the specific Lot(s) for which said fees were paid by Developer.

4. Upon execution of this Agreement, Developer waives all rights he may have under Education Code section 17620.1(d) or under Government Code sections 66020, 66021, or 66022 to challenge the statutory school impact fees payable pursuant to this Agreement.

5. Developer further agrees to pay to the District a fee of Twenty-Five Dollars ($25.00) per unit to defray the costs incurred by the District in preparing and administering this Agreement. In addition, Developer agrees to pay all costs associated in the recording of this Agreement.

6. This Agreement and the Lien created herein is for the benefit of the properties described in Exhibit A and is intended to preserve the value of said properties and the enhancement of their development. Developer agrees for the benefit of the District and itself that its properties described in Exhibit A shall be held, transferred and encumbered, subject to the provisions of this Agreement, which are for the use and

benefit of the properties and of each and every person or entity who now or in the future owns any portion or portions of said real property. This Agreement and Lien, as well as all the rights and obligations hereunder, shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, assigns, and personal representatives.

7. Any notice from one party to the other shall be in writing, and shall be dated and signed by the party giving such notice or by a duly authorized representative

of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

7.1 If notice is given to the District, by personal delivery thereof to the District or by depositing the same in the United States mail, addressed to the District at the address set forth herein, enclosed in a sealed envelope addressed to the District for attention of the Superintendent, postage prepaid and certified.

7.2 If notice is given to Developer, by personal delivery thereof to Developer or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to Developer at the address as set forth herein or at such other address as may have been designated in writing, postage prepaid and certified.

8. Should any suit be brought by either party against the other for the enforcement of any rights of either party against the other pursuant to the provisions of this Agreement, or by reason of any alleged breach of any of the provisions of this Agreement or arising from this Agreement, then and in such

event the successful party in such action shall be entitled to receive from the unsuccessful party all costs incurred in connection with such suit, including a reasonable allowance for attorneys' fees incurred by the successful party.

9. Each of the parties agree to execute and deliver such documents and take such further action as may be necessary or proper to carry out the terms and intent of this Agreement.

10. This Agreement contains the entire Agreement of the parties hereto and supersedes any prior written or oral agreement between them concerning

the subject matter contained herein. There are no representations, agreements, or understandings, oral or written between the parties hereto relating to the subject matter contained in this Agreement which are not fully expressed herein.

11. This Agreement shall be executed and acknowledged by the parties before a notary public and the District shall cause it to be recorded.

12. Each party has reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the construction or interpretation of this Agreement or any amendment or exhibits hereto.

[Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement is executed in Fresno County, California as of the date first written above.

DEVELOPER/OWNER:

GRANVILLE HOMES, INC.
(Developer Name)

By: ______________________

Print Name: Darius Assemi
Title: President

DISTRICT:

CLOVIS UNIFIED SCHOOL DISTRICT
Fresno County, California

By: ______________________
Susan Rutledge
Title: Assistant Superintendent
Business Services

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 September 6, 2023 before me, Sara Mae Sanchez, Notary Public
(insert name and title of the officer)

personally appeared Susan Rutledge,
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.

SARA MAE SANCHEZ
Notary Public - California
Fresno County
Commission # 2334276
My Comm. Expires Sep 25, 2024

Signature Sara Mae Sanchez (Seal)

9

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 8/29/23 before me, Chelsea Amanda McCliment, Notary Public
(Insert name and title of 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.

CHELSEA AMANDA MCCLIMENT
Notary Public - California
Fresno County
Commission # 2392587
My Comm. Expires Feb 2, 2026

Signature Chelsea Amanda McCliment (Seal)

10

EXHIBIT 'A'

TO: CLOVIS UNIFIED SCHOOL DISTRICT

FROM: Granville Homes, Inc.

DATE: August 29, 2023

RE: LEGAL DESCRIPTION OF LOTS FOR SCHOOL FEE DEFERMENT

TRACT MAP: 6189

LEGAL DESCRIPTION:

LOTS 36-55 & 76-83 OF TRACT 6189, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 91 OF PLATS, AT PAGES 73 AND 74 OF PLATS, FRESNO COUNTY RECORDS.

11

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 1411009368
APN: 300-542-10s and 11s

When Recorded Mail Document and Tax Statements to:

3B Development, Inc.
1396 W. Herndon, Suite 101
Fresno, CA 93711

FRESNO County Recorder
Paul Dictos, C.P.A.
DOC-
2017-0090161-00
Acct 8002-Old Republic Title CONCORD
Thursday, JUL 20, 2017 12:18:17
Ttl Pd $4,973.60 Rcpt # 0004808558
RGR/R4/1-3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $4,956.60
( ) computed on full value of property conveyed, or
(X) computed on full value less of liens and encumbrances remaining at time of sale.
(x) Unincorporated area: ( ) City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Grantor Real Estate Investments, LLC, a California limited liability company

hereby GRANT(S) to

3B Development, Inc., a California corporation

that property in Unincorporated area of Fresno County, State of California, described as follows:

* * * See "Exhibit A" attached hereto and made a part hereof. * * *

Date: July 18, 2017

Grantor Real Estate Investments, LLC, a California limited liability company

By: NA
Neema Assemi, Manager

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 July 19, 2017 before me, Liana Leyva a Notary Public, personally appeared Neema 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: Liana Leyva

Name: Liana Leyva
(Typed or Printed)

LIANA LEYVA
Commission # 2078341
Notary Public - California
Fresno County
My Comm. Expires Aug 17, 2018

(Seal)

ORDER NO. : 1411009368

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:

Parcels 3 and 4 of Parcel Map No. 5988, according to the Map thereof, recorded in Book 41, Page 22 of Parcel Maps, 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(s): 300-542-10S and 300-542-11S