

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

**36.61±**  
*acres*  
Offered in 4 Tracts

# INFORMATION BOOK

Tracts 1-3  
Fresno

*Wednesday,*  
**August 10<sup>th</sup> • 6pm**

Held at 4105 W. Figarden Drive,  
Fresno, CA

Tract 4  
Cambria

*Thursday,*  
**August 11<sup>th</sup> • 6pm**

Held at 2905 Burton Drive,  
Cambria, CA

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

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

*California Broker:*  
**Sierra Land Company**  
Ph: 559.479.6582

 ONLINE BIDDING AVAILABLE

6% Buyer's Premium **800.451.2709**  
[www.SchraderAuction.com](http://www.SchraderAuction.com)

## DISCLAIMER:

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

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

**Tracts 1-3 Seller:** West Fresno Holdings LLC and the Waterford Foundation

**Tract 4 Seller:** Assemi Brothers LLC



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

### SUMMARY OF AUCTION TERMS & CONDITIONS:

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

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

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

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

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

**POSSESSION:** At closing.

**REAL ESTATE TAXES:** Prorated to the day of closing.

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

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

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

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

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

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

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

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

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

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

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

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# REGISTRATION FORMS



# **BIDDER PRE-REGISTRATION FORM**

**WEDNESDAY, AUGUST 10, 2022**

**23.45+ ACRES – FRESNO, CALIFORNIA**

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

## **BIDDER INFORMATION**

(FOR OFFICE USE ONLY)

Name \_\_\_\_\_

Bidder # \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone: (Res) \_\_\_\_\_ (Office) \_\_\_\_\_

My Interest is in Tract or Tracts # \_\_\_\_\_

## **BANKING INFORMATION**

Check to be drawn on: (Bank Name) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_

## **HOW DID YOU HEAR ABOUT THIS AUCTION?**

Brochure  Newspaper  Signs  Internet  Radio  TV  Friend

Other \_\_\_\_\_

## **WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?**

Regular Mail  E-Mail E-Mail address: \_\_\_\_\_

Tillable  Pasture  Ranch  Timber  Recreational  Building Sites

What states are you interested in? \_\_\_\_\_

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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

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

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

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

- 1. My name and physical address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My phone number is: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

I understand and agree to the above statements.

\_\_\_\_\_  
Registered Bidder's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

***This document must be completed in full.***

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

E-mail address of registered bidder: \_\_\_\_\_

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

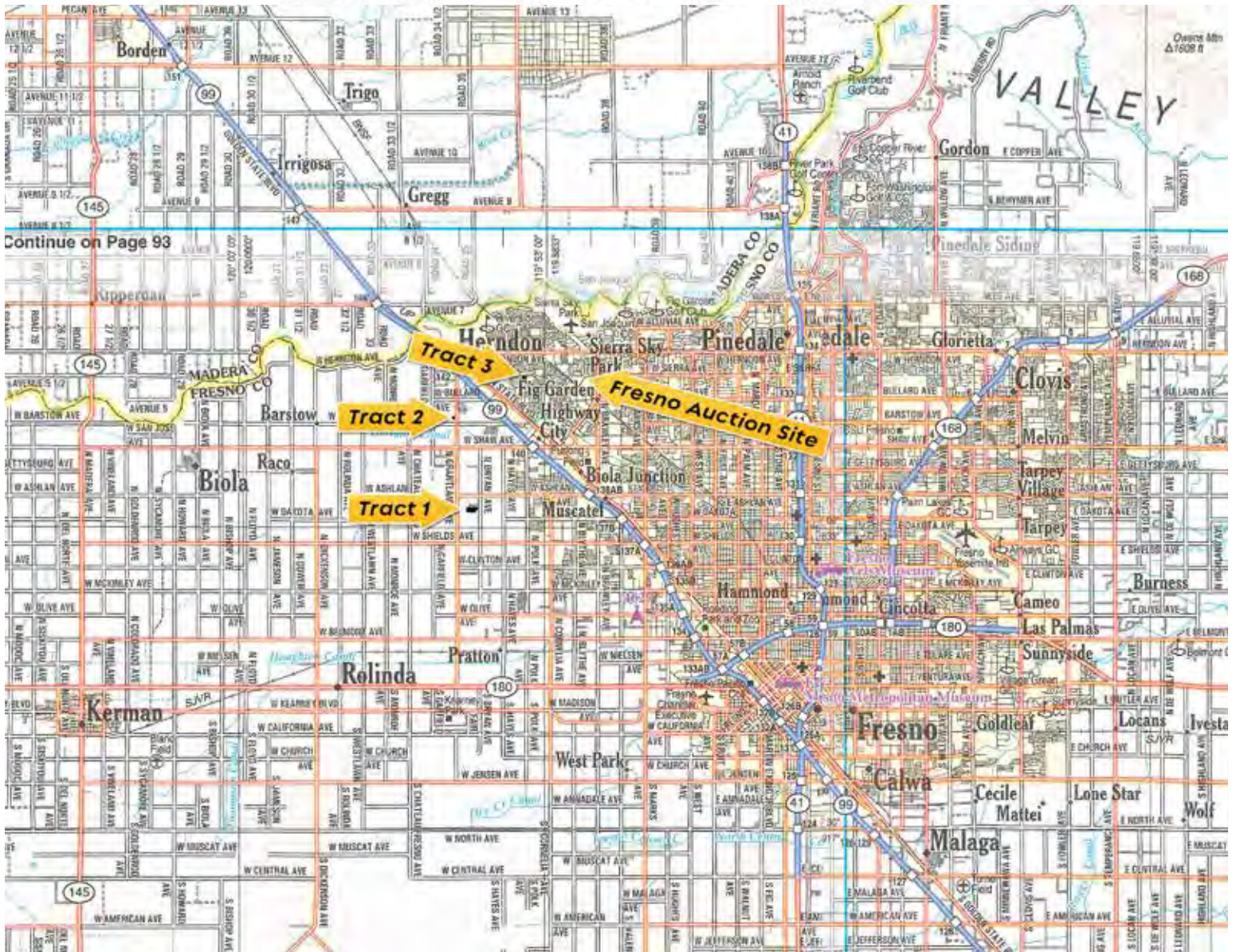




# LOCATION MAP



# LOCATION MAP



## *Directions to Local Auction Location*

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

## *Directions to Property*

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

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

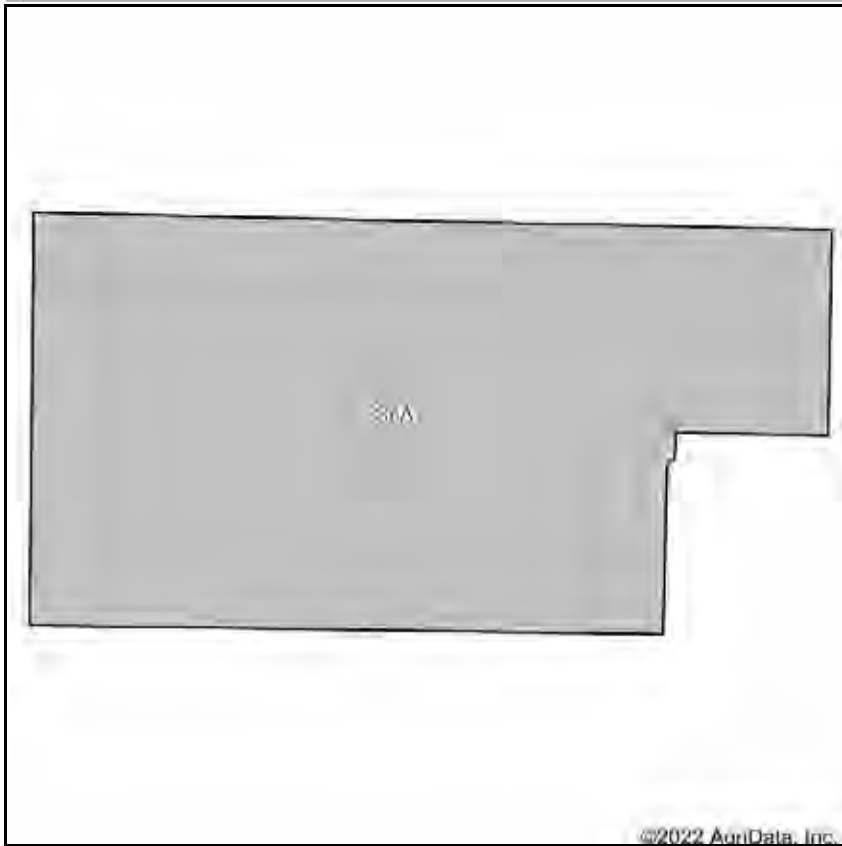
**Tract 3:** Traveling from the south: From Hwy 99 take exit 142 to W Herndon Ave. Turn right on W Herndon Ave & travel 1.6 mi. to N Polk Ave. Turn south on N Polk Ave & travel for 0.5 mi. to Dante Ave. Property is located on the southwest corner of the intersection of N Polk Ave & N Dante Ave. Traveling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

# TRACT 1

# TRACT MAP



# SOIL MAP



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




Maps Provided By  
  
 CUSTOMIZED ONLINE MAPPING  
 © AgriData, Inc. 2021 www.AgriDataInc.com



Soils data provided by USDA and NRCS.

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Area Symbol: CA654, Soil Area Version: 14

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

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

\*c: Using Capabilities Class Dominant Condition Aggregation Method

# FSA INFORMATION

**FARM: 2513**

California

U.S. Department of Agriculture

Prepared: 6/22/22 11:33 AM

Fresno

Farm Service Agency

Crop Year: 2022

Report ID: FSA-156EZ

## Abbreviated 156 Farm Record

Page: 1 of 1

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

**Operator Name**

**Farm Identifier**

BOPP, RICHARD D

**Farms Associated with Operator:**

None

**ARC/PLC G/W Eligibility:** Eligible

**CRP Contract Number(s):** None

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

**Tract Number:** 834      **Description** BB9 N2 SE4 NW4 21 13 19

**FSA Physical Location :** Fresno, CA

**ANSI Physical Location:** Fresno, CA

**BIA Range Unit Number:**

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

**Wetland Status:** Wetland determinations not complete

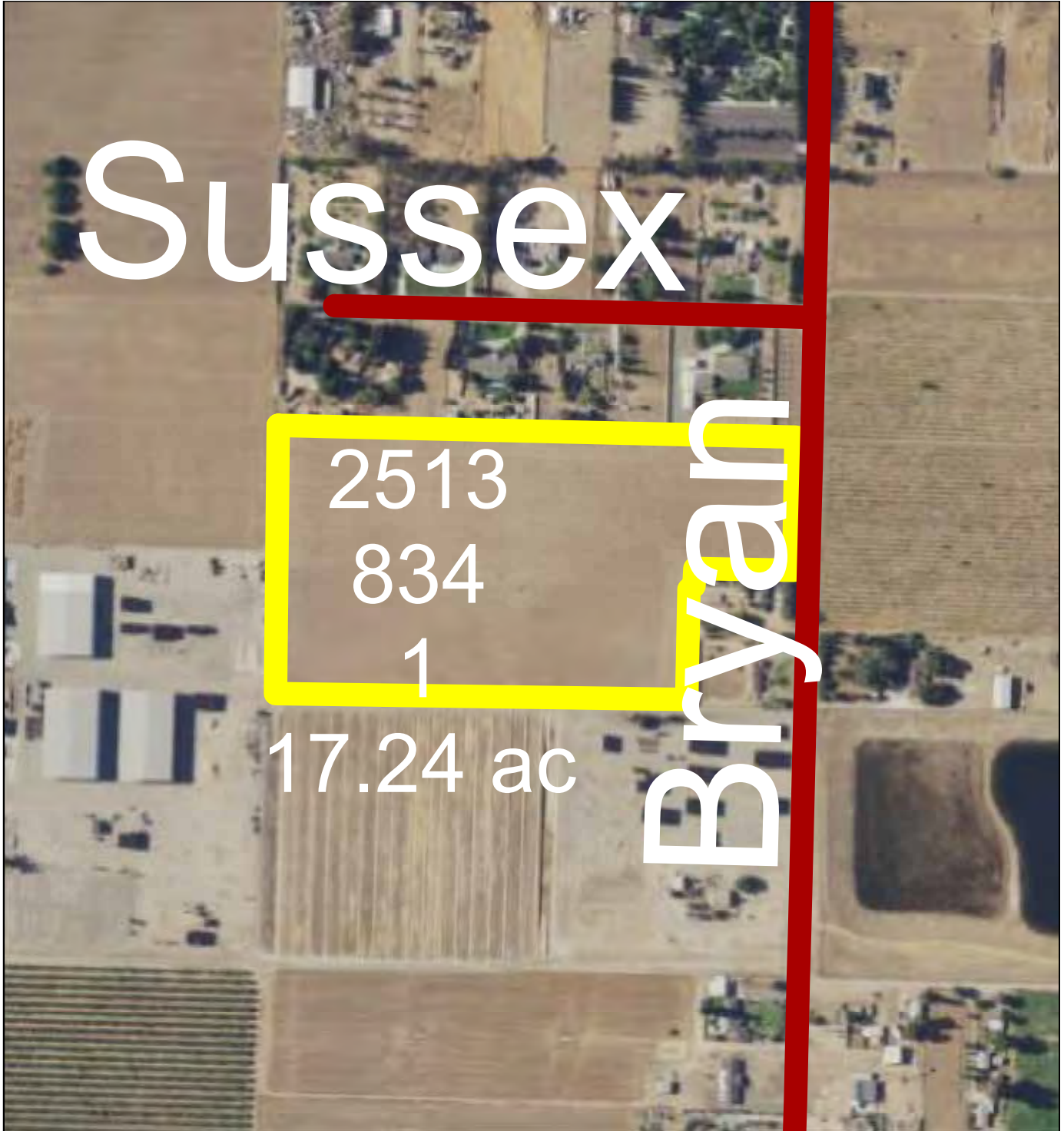
**WL Violations:** None

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

**Owners:** BOPP, RICHARD D

**Other Producers:** None

# FSA INFORMATION



United States Department of Agriculture  
Farm Service Agency

Producer  
Date

Grid:

**Fresno County**

1:4,000



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

# COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:07 AM



**Auditor-Controller**  
**Treasurer-Tax Collector**



**Property Tax Payments**

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

Go Back

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

PARCEL NUMBER
512-050-89

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

TAX AREA	062-015	PEST CONTROL VALUE	\$ .00
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ASSESSED TO
BLANK PURSUANT TO CA GC6254.21

LOCATION
PAR A PM 8021 BK 70 PGS 17 & 18

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



# COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:07 AM

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

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

# ENVIRONMENTAL TESTING REPORTS

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

PDF.js viewer

6/20/22, 5:55 AM

### 8.0 FINDINGS AND CONCLUSIONS

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#### Findings and Opinions

##### **Recognized Environmental Condition**

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

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

##### **Controlled Recognized Environmental Condition**

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

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

##### **Historical Recognized Environmental Condition**

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

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

##### **Business Environmental Risk**

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

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

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

**PARTNER**

# ENVIRONMENTAL TESTING REPORTS

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

PDF.js viewer

6/20/22, 5:55 AM

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

### **Significant Data Gaps**

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

### **Conclusions and Recommendations**

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

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

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

Phase I Environmental Site Assessment  
Project No. 22-355095.7  
March 4, 2022  
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**PARTNER**

# ENVIRONMENTAL TESTING REPORTS

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

PDF.js viewer

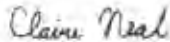
6/20/22, 5:55 AM

### 9.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

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


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

Prepared By:



Claire Neal  
Environmental Scientist

Reviewed By:



Joel Redding  
Environmental Professional  
Senior Project Manager

Phase I Environmental Site Assessment  
Project No. 22-355095.7  
March 4, 2022  
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# ENVIRONMENTAL TESTING REPORTS

## Phase II - Limited Subsurface Assessment



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING  
CONSTRUCTION TESTING & INSPECTION

April 13, 2018

Project No. 014-18063

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

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

Dear Ms. Lingenfelter:

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

### **BACKGROUND**

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

### **PURPOSE**

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

### **SCOPE OF WORK**

#### **General Activities**

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

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215 West Dakota Avenue • Clovis, California 93612 • (559) 348-2200 • FAX (559) 348-2190

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

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

### Soil Sampling

Please refer to Figure 2 for referenced locations.

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

### APPLICABLE REGULATORY AGENCY REFERENCE

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

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### REPORT AND DISCUSSION OF FINDINGS

#### Soil Sampling Results

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

The laboratory report is presented in Appendix A.

### CONCLUSIONS

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

However, arsenic concentrations in shallow soil at the subject site exceeded the Residential Shallow Soil Direct Human Health Risk Level. Although the concentrations of arsenic exceeded the Residential ESL, the concentrations are within the background level<sup>1</sup> for naturally occurring arsenic (42 mg/kg) in soil in the Great Valley (Central California). Although researchers with the DTSC have reported<sup>2</sup> a lower naturally occurring arsenic concentration of 12 mg/kg, none of the reported arsenic concentrations from the discrete samples collected from the subject site exceeded even the more-conservative naturally occurring arsenic concentration reported by the DTSC researchers. Thus, the reported concentrations of arsenic do not appear to represent an environmental concern for the subject site.

### LIMITATIONS

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

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

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

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

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

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

### CLOSING

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



Respectfully Submitted,  
KRAZAN & ASSOCIATES, INC.

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

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

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

Arthur C. Farkas, REA 07818  
Environmental Division Manager

MHB/ACF/mlt

#### Attachments:

- Figure 1 – Vicinity Map
- Figure 2 – Site Map
- Appendix A – Laboratory Analytical Report



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**TABLE I**

West Fresno Holdings, LLC

APN 51205089, 17.54 Acres

Fresno, California

April 9, 2018 Sampling; Arsenic and OCPs

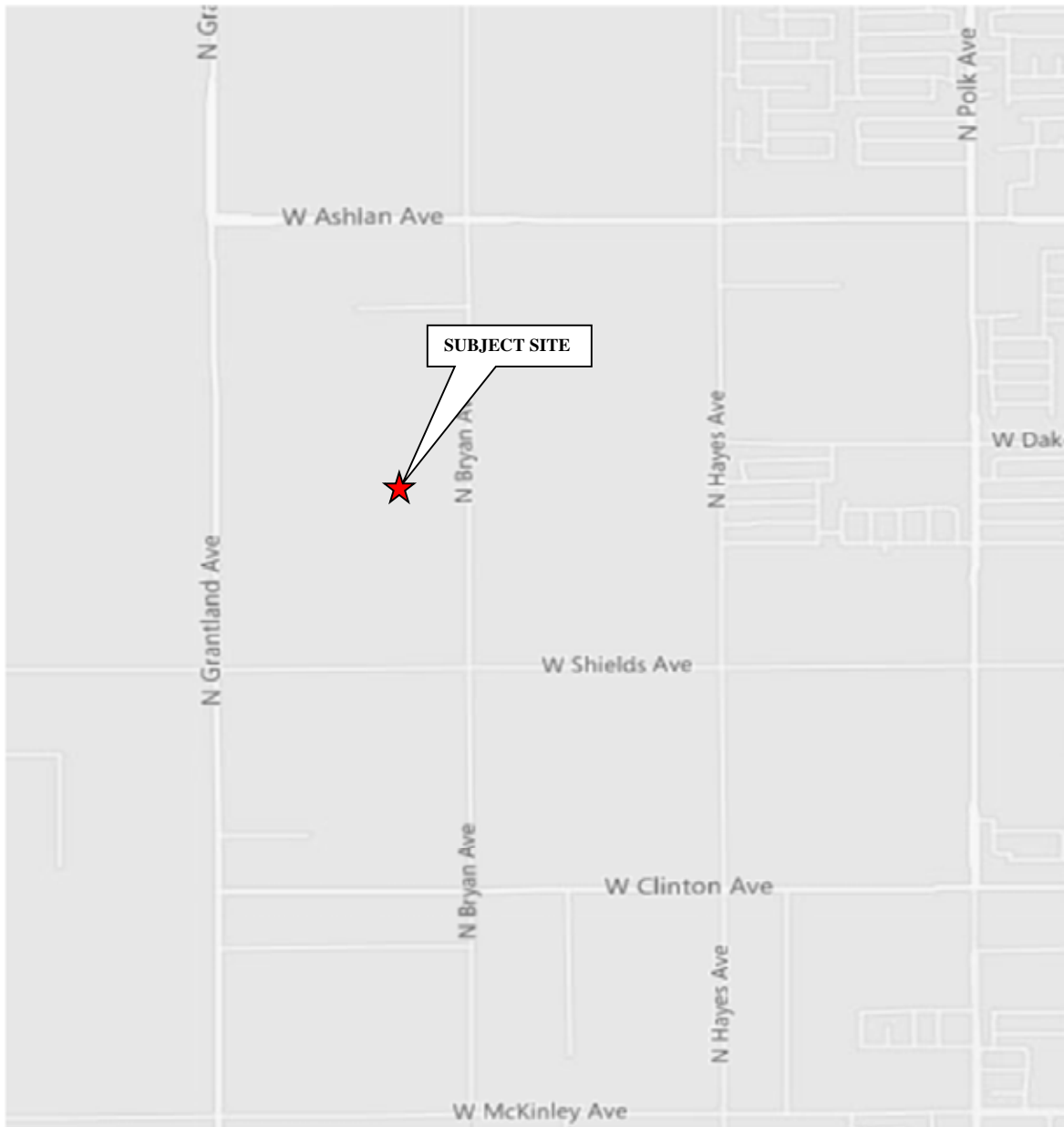
*(Concentrations are expressed in micrograms per kilogram [ $\mu\text{g}/\text{kg}$ ])  
for OCPs and milligrams per kilograms [ $\text{mg}/\text{kg}$ ] for Arsenic*


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

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

# ENVIRONMENTAL TESTING REPORTS

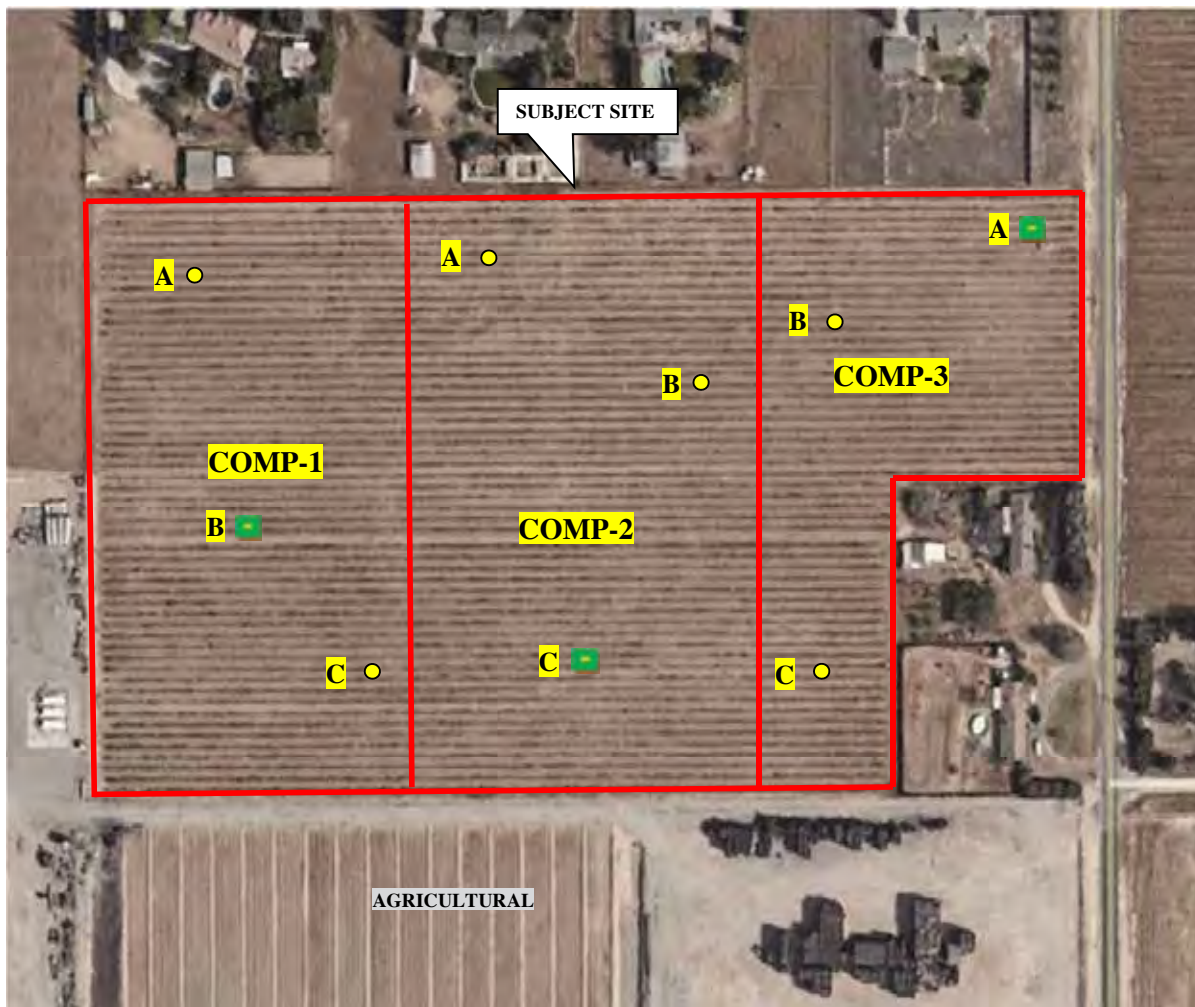
## Phase II - Limited Subsurface Assessment



<b>VICINITY MAP</b> WEST FRESNO HOLDINGS, LLC APN 51205089, 17.54 ACRES NE OF DAKOTA & GRANTLAND AVENUES CLOVIS, CA 93723	<b>Scale:</b> NTS	<b>Date:</b> April 2018	 <b>SITE DEVELOPMENT ENGINEERS</b> <i>With Offices Serving the Western United States</i>
	<b>Drawn By:</b> MLT	<b>Approved by:</b> MB	
	<b>Proposal No.</b> 014-18063	<b>Figure No.</b> 1	


# ENVIRONMENTAL TESTING REPORTS

## Phase II - Limited Subsurface Assessment



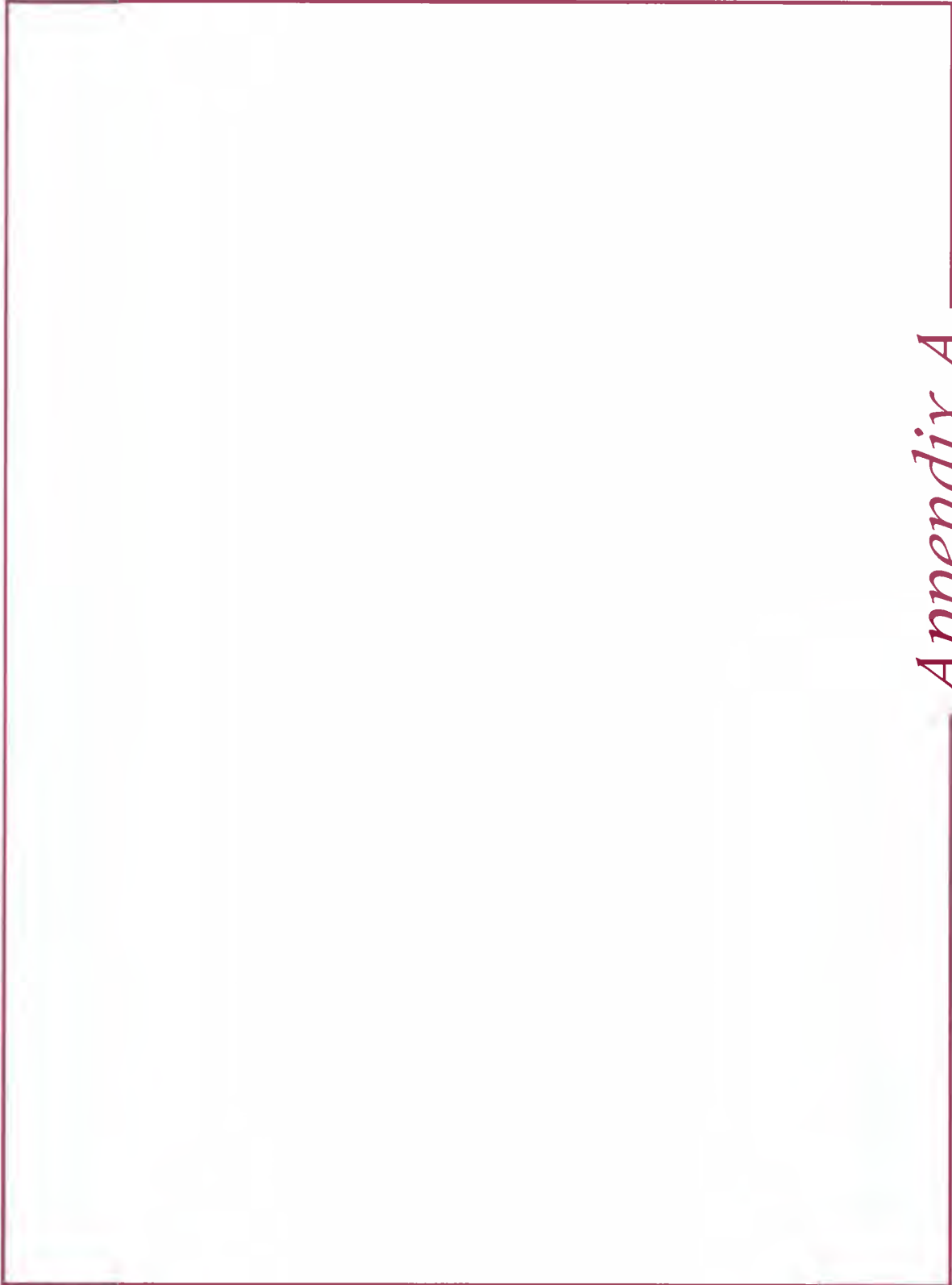
- = SUBJECT SITE BOUNDARY
- = DISCRETE OCP SOIL SAMPLE COMPOSITE AREA
- = DISCRETE ARSENIC SOIL SAMPLING LOCATION



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

# ENVIRONMENTAL TESTING REPORTS

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*Appendix A*

# ENVIRONMENTAL TESTING REPORTS

## Phase II - Limited Subsurface Assessment



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

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

April 13, 2018

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

Attn: Michael Bowery

Subject: Report of Data: Case 85436

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

Dear Mr. Bowery,

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

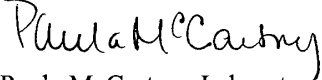
For the EPA 8081A, the samples were extracted according to the EPA method 3550B.

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

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

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

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

  
Paula McCartney Laboratory Director  
APPL, Inc.

PM/gs  
Enclosure  
cc: File

Number of pages in this report: \_\_\_\_\_

# ENVIRONMENTAL TESTING REPORTS

## Phase II - Limited Subsurface Assessment

### EPA 8081A SOIL

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

Attn: Michael Bowery  
Project: 14-18063

**Sample ID: COMPOSITE (1A-1C)**  
Sample Collection Date: 04/09/18

APPL Inc.  
908 North Temperance Avenue  
Clovis, CA 93611

ARF: 85436  
**APPL ID: AZ71240**  
QCG: #808SS-180410A-228371

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

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

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Form 1 - APPL Standard GC - No MC

# ENVIRONMENTAL TESTING REPORTS

## Phase II - Limited Subsurface Assessment

### EPA 8081A SOIL

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

APPL Inc.  
908 North Temperance Avenue  
Clovis, CA 93611

Attn: Michael Bowery

ARF: 85436

Project: 14-18063

APPL ID: AZ71244

Sample ID: COMPOSITE (2A-2C)

QCG: #808SS-180410A-228371

Sample Collection Date: 04/09/18

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

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

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

# ENVIRONMENTAL TESTING REPORTS

## Phase II - Limited Subsurface Assessment

### EPA 8081A SOIL

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

APPL Inc.  
908 North Temperance Avenue  
Clovis, CA 93611

Attn: Michael Bowery

ARF: 85436

Project: 14-18063

APPL ID: AZ71248

Sample ID: COMPOSITE (3A-3C)

QCG: #808SS-180410A-228371

Sample Collection Date: 04/09/18

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

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

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# ENVIRONMENTAL TESTING REPORTS

## Phase II - Limited Subsurface Assessment

### Metals Results

**ARF: 85436**

APPL Inc.  
908 North Temperance Avenue  
Clovis, CA 93611

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

Attn: Michael Bowery

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

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APPL-F1-SC-NoMC-REG MDLs

# ENVIRONMENTAL TESTING REPORTS

## Phase II - Limited Subsurface Assessment

### Method Blank EPA 8081A SOIL

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

APPL Inc.  
908 North Temperance Avenue  
Clovis, CA 93611

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

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

# ENVIRONMENTAL TESTING REPORTS

## Phase II - Limited Subsurface Assessment

### Laboratory Control Spike Recovery EPA 8081A SOIL

APPL ID: 180410S-71165 LCS - 228371  
Batch ID: #808SS-180410A

APPL Inc.  
908 North Temperance Avenue  
Clovis, CA 93611

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

Comments: \_\_\_\_\_  
\_\_\_\_\_

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

Printed: 04/11/18 9:08:05 AM  
APPL Standard LCS

# ENVIRONMENTAL TESTING REPORTS

## Phase II - Limited Subsurface Assessment

### METALS BLANK

APPL Inc.  
908 North Temperance Avenue  
Clovis, CA 93611

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

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

# ENVIRONMENTAL TESTING REPORTS

## Phase II - Limited Subsurface Assessment

### Laboratory Control Spike Recovery METALS

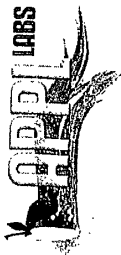
APPL Inc.  
908 North Temperance Avenue  
Clovis, CA 93611

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# ENVIRONMENTAL TESTING REPORTS

## Phase II - Limited Subsurface Assessment



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

CHAIN OF CUSTODY RECORD  
Phone: (559) 275-2175  
Fax: (559) 275-4422  
coc@applinc.com C.O.C. 60652

Report to: PLEASE PRINT  
 Company Name: Krazan Phone: (559) 348-2200  
 Address: 215 West Dakota Ave.  
Clovis CA 93612 Fax: (559) 348-2190  
 Attn: Michael Bowers  
 Email: MichaelBowers@krazan.com  
 Project Name/Number: 14-18063  
 Purchase Order Number: Michelle Phillips  
 Sampler (Print): Michelle Phillips  
 Sampler (Signature): [Signature]

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

Invoice to: PLEASE PRINT  
 Company Name: Krazan Phone: (559) 348-2200  
 Address: Same Fax: (559) 348-2190  
 Attn: Michael Bowers  
 Email: MichaelBowers@krazan.com

Shuttle Temperature:                       
 Turnaround Requested: Check one  
 Standard 2-3 wk  One week  3 days  48 Hrs.  Other:                     

Relinquished by sampler: Michelle Phillips Date: 4/9/18 Time: 3:50pm  
 Relinquished by: [Signature] Date: 4/9/18 Time: 4:25

Received by: [Signature] Date: 4/9/18 Time: 4:25  
 Received at lab by: [Signature]

Sample Disposal:  
 Return to client  Disposal by Lab (30-day retention)

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







# PRELIMINARY TITLE

**ORDER NO. : 1421001725**

## **EXHIBIT A**

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

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

APN: 512-050-89

# PRELIMINARY TITLE



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

## PRELIMINARY REPORT

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

Attention: ADRIANA HOPPER

Our Order Number 1421001725-DB

Customer Reference WEST FRESNO HOLDINGS LLC

When Replying Please Contact:

Donna Brown  
(559) 440-9249

Property Address:

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

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

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

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

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

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

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

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

Page 1 of 7 Pages

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1421001725-DB

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

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

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

Fee

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

West Fresno Holdings, LLC, a California limited liability company

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

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

APN: 512-050-89

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

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

Assessor's Parcel No	:	512050-89	
Code No.	:	062-015	
1st Installment	:	\$4,104.94	Marked Paid
2nd Installment	:	\$4,104.94	NOT Marked Paid
P.P. Value	:	\$560,000.00	
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421001725-DB**

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

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

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

THE FOLLOWING MATTERS AFFECT TRACT ONE:

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

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

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

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

9. Terms and provisions as contained in an instrument,

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421001725-DB**

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

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

Affects this and other property.

11. Terms and provisions as contained in an instrument,

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

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

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

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

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421001725-DB**

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

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

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421001725-DB**

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

NONE

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

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

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

NONE

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

Instrument

Entitled : Grant Deed

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

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

Dated : October 10, 2011

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1421001725-DB

## NOTE:

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

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

Information for processing a “Restrictive Covenant Modification” form:

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

The “Restrictive Covenant Modification” form is linked below:

[Restrictive Covenant Modification form](#)



# PRELIMINARY TITLE

## Exhibit I

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

#### EXCLUSIONS FROM COVERAGE

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

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

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

#### EXCEPTIONS FROM COVERAGE

##### SCHEDULE B - PART I

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

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

# PRELIMINARY TITLE



<b>FACTS</b>	<b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b>
--------------	--

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

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

	Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us)
--	---

# PRELIMINARY TITLE

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can’t I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn’t jointly market.</i></li> </ul>

# PRELIMINARY TITLE

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

# PRELIMINARY TITLE

Updated: January 1, 2021

## Privacy Notice for California Consumers

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

### What Personal Information We Collect

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

Information outside the scope of the CCPA such as:

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

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

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

# PRELIMINARY TITLE

2

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

# PRELIMINARY TITLE

2

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

# PRELIMINARY TITLE

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## What Personal Information We Share and Why We Share It

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

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

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



# PRELIMINARY TITLE

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

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

## Your Rights and Choices

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

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

# PRELIMINARY TITLE

2

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

# PRELIMINARY TITLE

## To Exercise Your Rights

## To Opt-out of the Sale of Your Personal Information

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

## To Request Access to or Deletion of Your Personal Information

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

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

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

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

## Contact Us

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

# PRELIMINARY TITLE

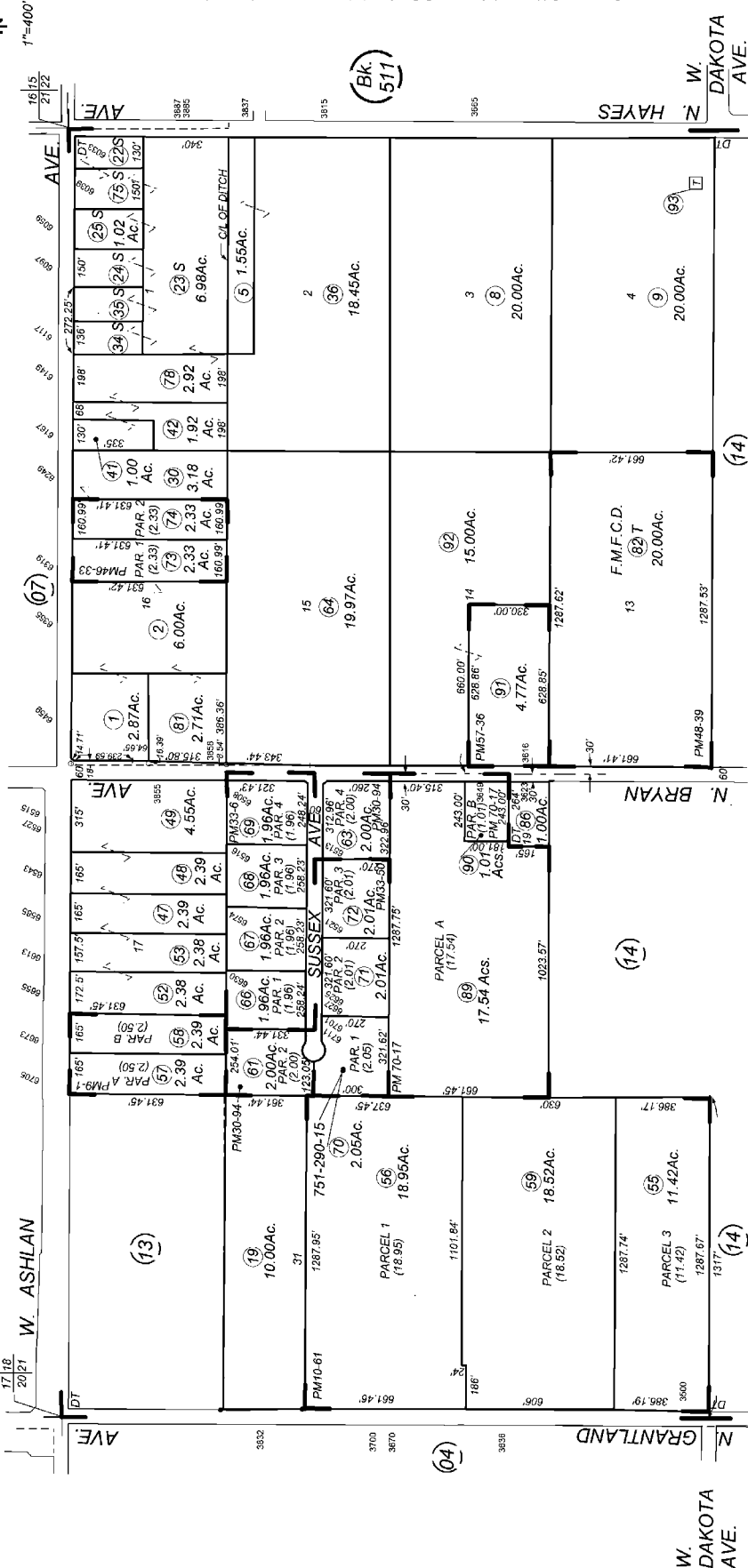
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512-05

Tax Rate Area  
62-015  
62-021

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

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



- Parcel Map No. 5164 - Bk. 33, Pg. 50
- Parcel Map No. 6924 - Bk. 46, Pg. 33
- Parcel Map No. 8021 - Bk. 70, Pgs. 17 & 18
- Record of Survey - Bk. 48, Pg. 39
- Record of Survey - Bk. 57, Pg. 36
- Parcel Map No. 1568 - Bk. 9, Pg. 1
- Parcel Map No. 1771 - Bk. 10, Pg. 61
- Parcel Map No. 4427 - Bk. 30, Pg. 94
- Parcel Map No. 5165 - Bk. 33, Pg. 6

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

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

9/23/2015

# PHOTOS

*Tract 1*



*Tract 1*



# PHOTOS

**Tract 1**



**Tract 1**



# PHOTOS

***Tract 1 - Road Frontage***



***Tract 1 - Road Frontage***



# PHOTOS

**Tract 1**



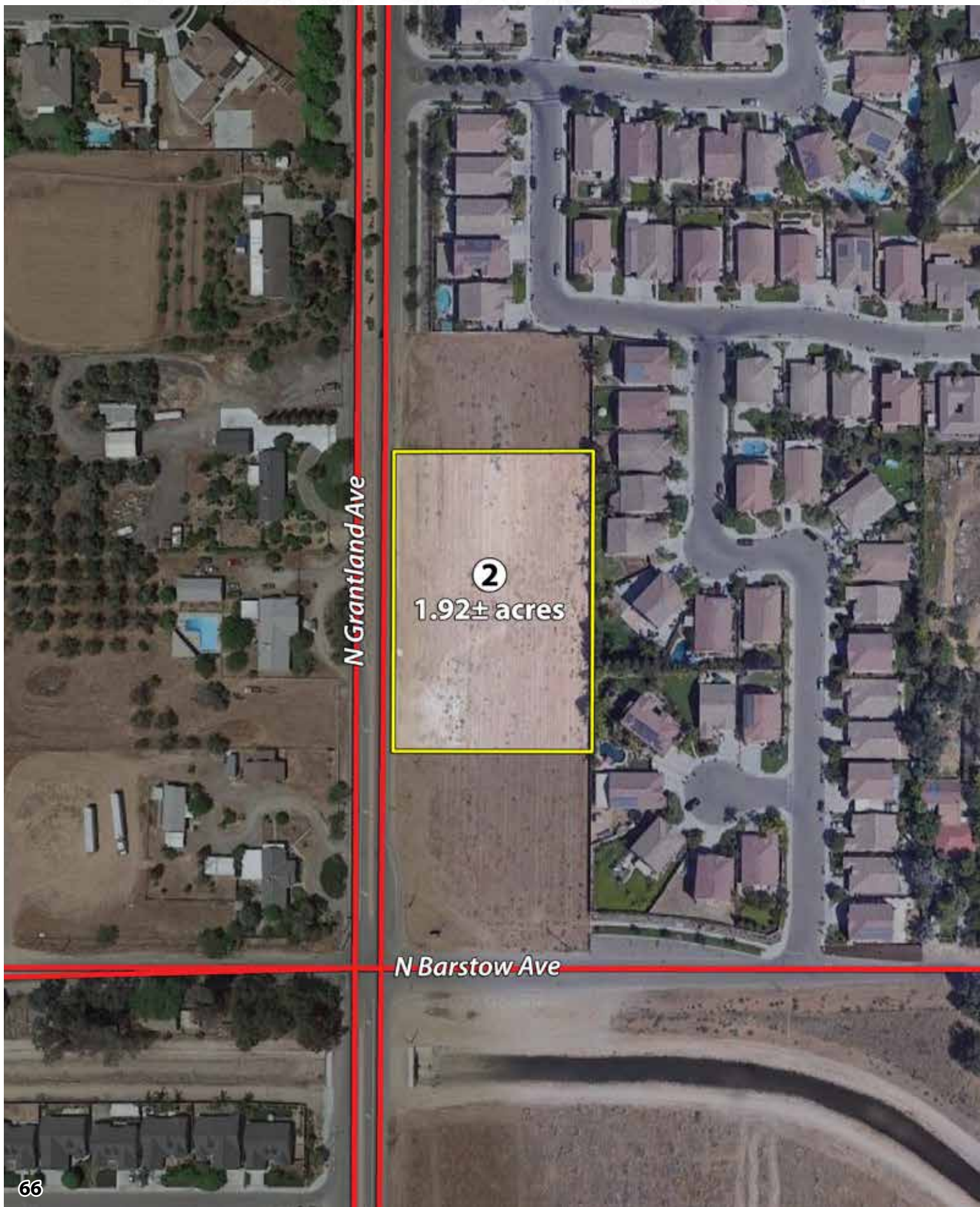
**Tract 1 - Road Frontage**



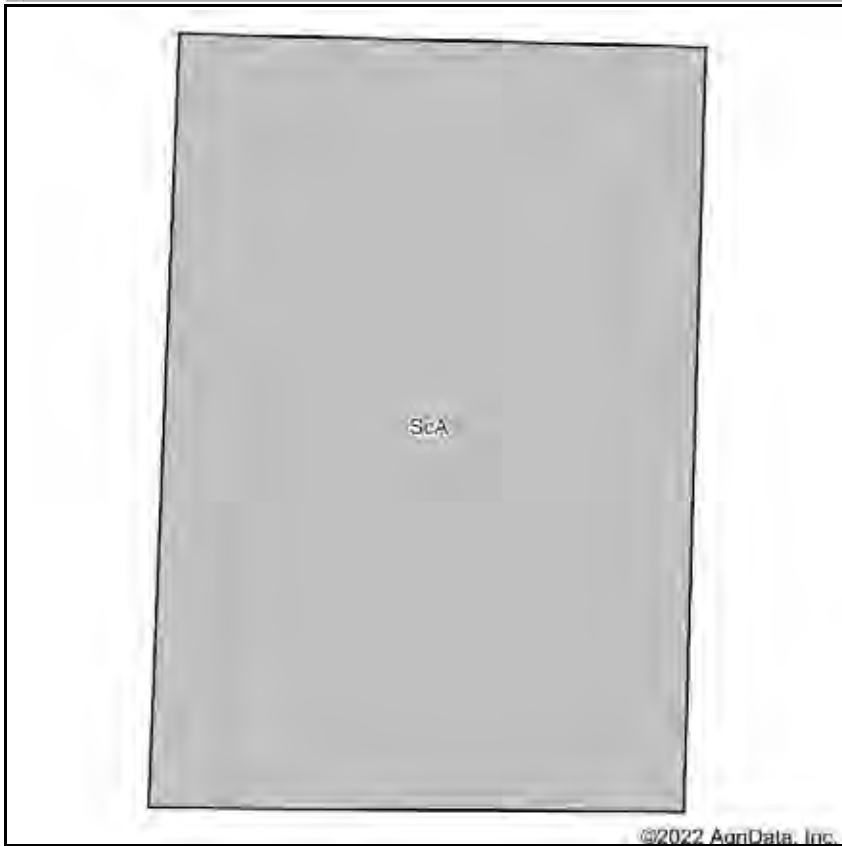


# TRACT 2

# TRACT MAP



# SOIL MAP



Soils data provided by USDA and NRCS.



State: **California**  
 County: **Fresno**  
 Location: **9-13S-19E**  
 Township: **Fresno**  
 Acres: **1.9**  
 Date: **6/20/2022**



Maps Provided By




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www.AgriDataInc.com



Area Symbol: CA654, Soil Area Version: 14

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

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

\*c: Using Capabilities Class Dominant Condition Aggregation Method

# COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:15 AM



**Auditor-Controller  
Treasurer-Tax Collector**



**Property Tax Payments**

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

PARCEL NUMBER
505-281-20

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

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

ASSESSED TO
BLANK PURSUANT TO CA GC6254.21

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

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

# COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:15 AM

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

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

# COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:16 AM



**Auditor-Controller  
Treasurer-Tax Collector**



**Property Tax Payments**

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Go Back

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

PARCEL NUMBER
505-281-22

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

TAX AREA	005-228	PEST CONTROL VALUE	\$ .00
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ASSESSED TO
BLANK PURSUANT TO CA GC6254.21

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

**TAX PAYMENT IS DISTRIBUTED AS BELOW**

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

# COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:16 AM

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

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

# PRELIMINARY TITLE

**ORDER NO. :** 1421002132

## **EXHIBIT A**

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

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

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

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

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

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

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

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

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

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



# PRELIMINARY TITLE



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

## PRELIMINARY REPORT

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

Our Order Number 1421002132-CF

Customer Reference THE WATERFORD FOUNDATION,  
INC.

Buyer:  
TBD

When Replying Please Contact:

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

Property Address:

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

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

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

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

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

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

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

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

Page 1 of 7 Pages

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY

**ORDER NO. 1421002132-CF**

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

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

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

Fee

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

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

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

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

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

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

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

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

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

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

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

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421002132-CF**

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

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

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

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

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

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

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

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

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

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421002132-CF**

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

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

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

For : Future right of way  
Affects : A Westerly portion

9. Offer of Dedication on the map,

For : Street purposes  
Affects : A Westerly portion

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

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

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

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1421002132-CF

12. Matters as contained or referred to in an instrument,
- Entitled : Statement of Covenants Affecting Land Development for Temporary Storm Drainage Facilities for Tract No. 5395, Phase 2 of Vesting Tentative Map No. 5247
- Executed By : Grantland Avenue LLC, a California limited liability company; and La Terraza Partners, LLC, a California limited liability company
- Recorded : [September 23, 2005 in Official Records under Recorder's Serial Number 2005-0224528](#)

13. Satisfactory evidence furnished to this Company:
- a) as to the due formation and continued existence of The Waterford Foundation, Inc. as a legal entity under the laws of California; and
- b) documents from its board of directors authorizing this transaction and specifying the officers who shall to execute on behalf of the corporation.

The requirement that a certified copy of a resolution of the board of directors be furnished to this Company authorizing or ratifying the proposed conveyance, and that there be annexed to the conveyance a certificate of compliance and approval meeting the requisites of Section 5912 Corporations Code.

14. Any statutory lien for services, labor or material arising from an improvement or work related to the land, unless notice thereof appears on record prior to Date of Policy.
15. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

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

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421002132-CF**

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

NONE

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

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

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

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

O.N.

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1421002132-CF

## NOTE:

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

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

Information for processing a “Restrictive Covenant Modification” form:

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

The “Restrictive Covenant Modification” form is linked below:

[Restrictive Covenant Modification form](#)

# PRELIMINARY TITLE

## Exhibit I

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

#### EXCLUSIONS FROM COVERAGE

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

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

#### EXCEPTIONS FROM COVERAGE

##### SCHEDULE B - PART I

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

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

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



# PRELIMINARY TITLE

## Exhibit I

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

#### EXCLUSIONS FROM COVERAGE

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

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

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

#### EXCEPTIONS FROM COVERAGE

##### SCHEDULE B - PART I

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

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

# PRELIMINARY TITLE

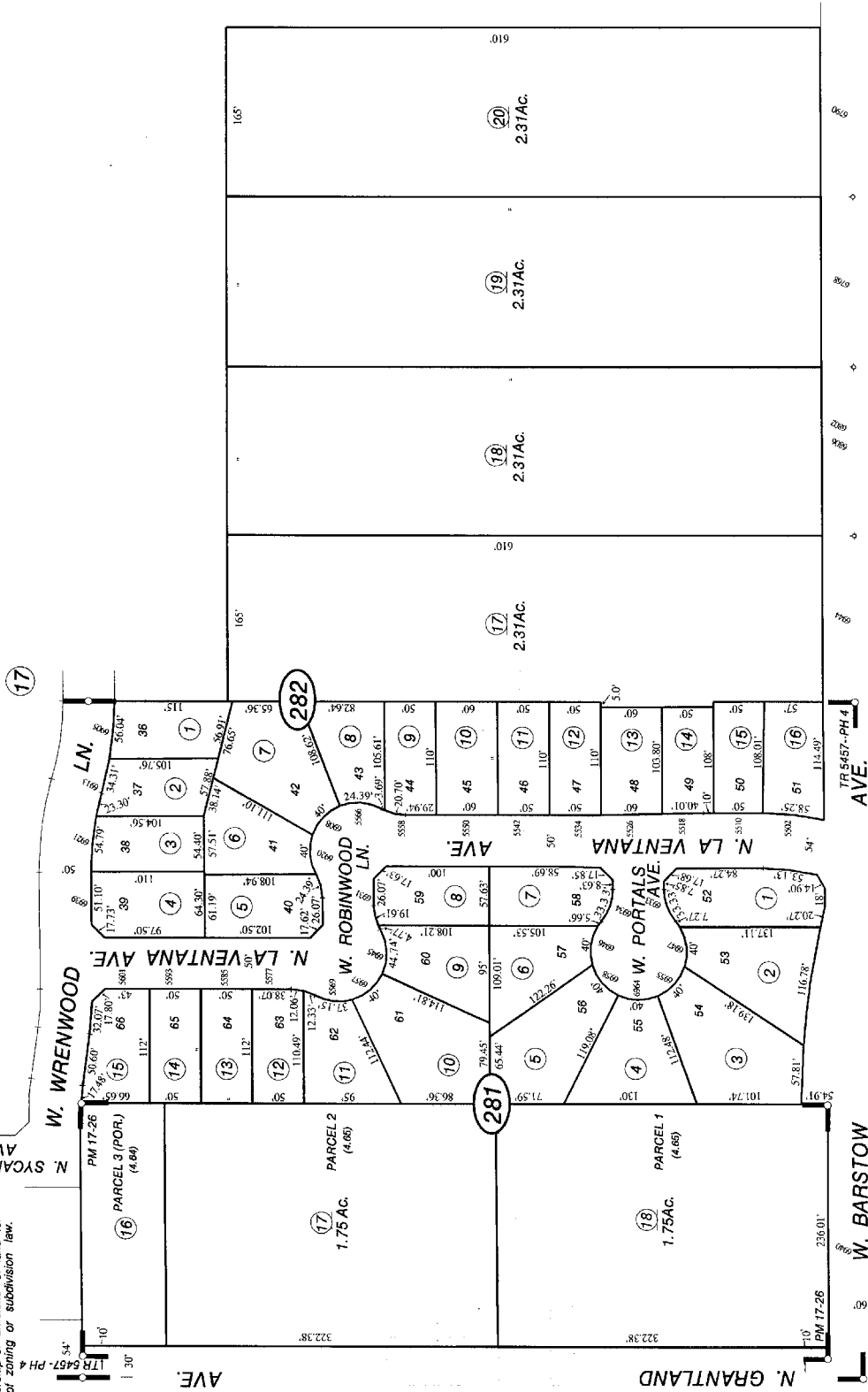
Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003. All rights reserved.

505-28

Tax Rate Area  
5-220  
5-228

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

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



Assessor's Map Bk. 505 - Pg. 28  
County of Fresno, Calif.

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

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

04-14-2015 DK 15R

# PHOTOS

**Tract 2**



**Tract 2**



# PHOTOS

**Tract 2 - Road Frontage**

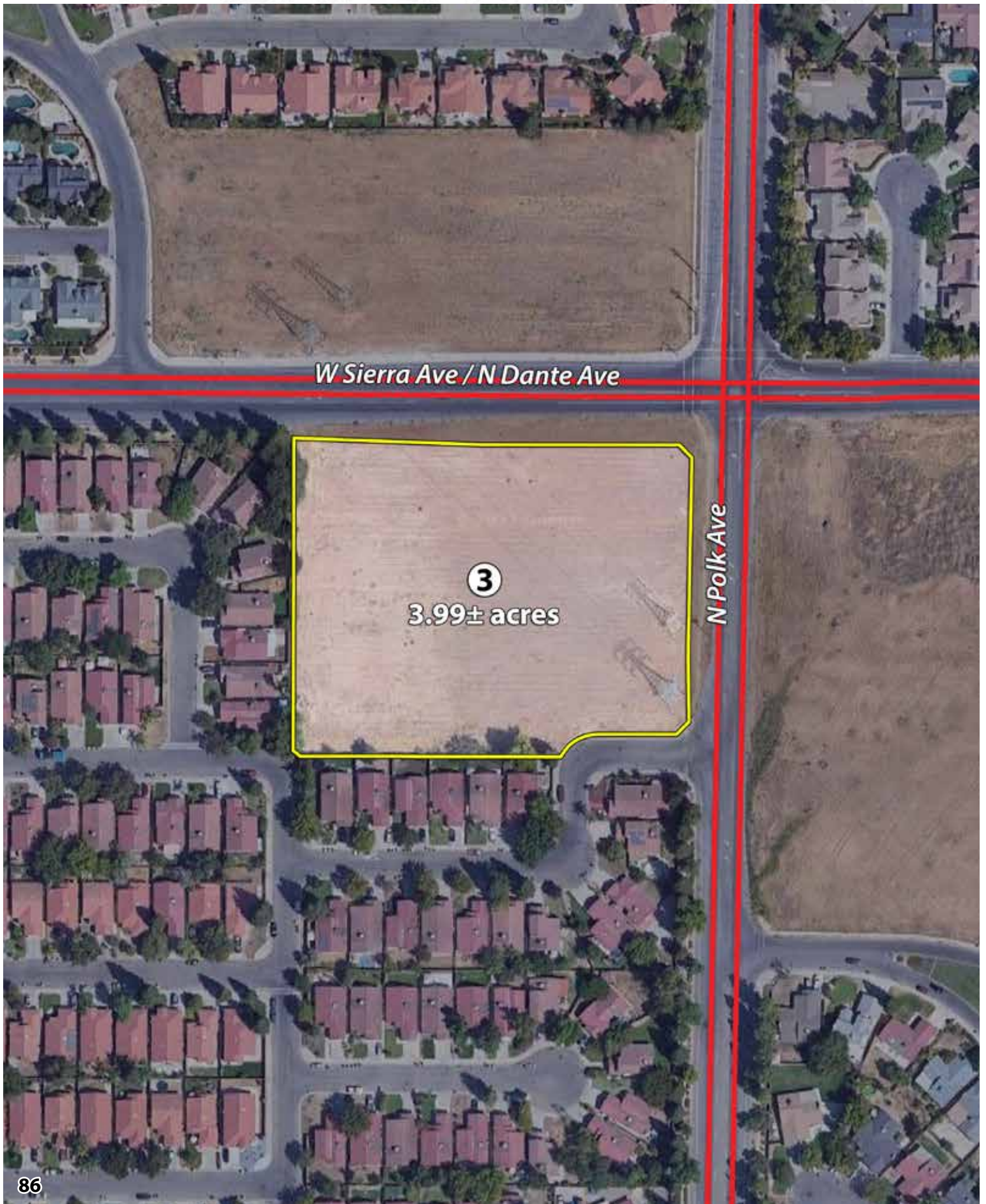


**Tract 2**



# TRACT 3

# TRACT MAP



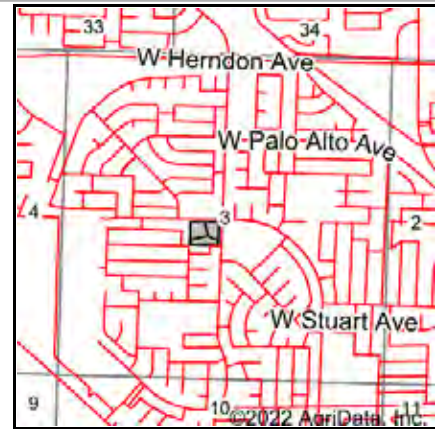
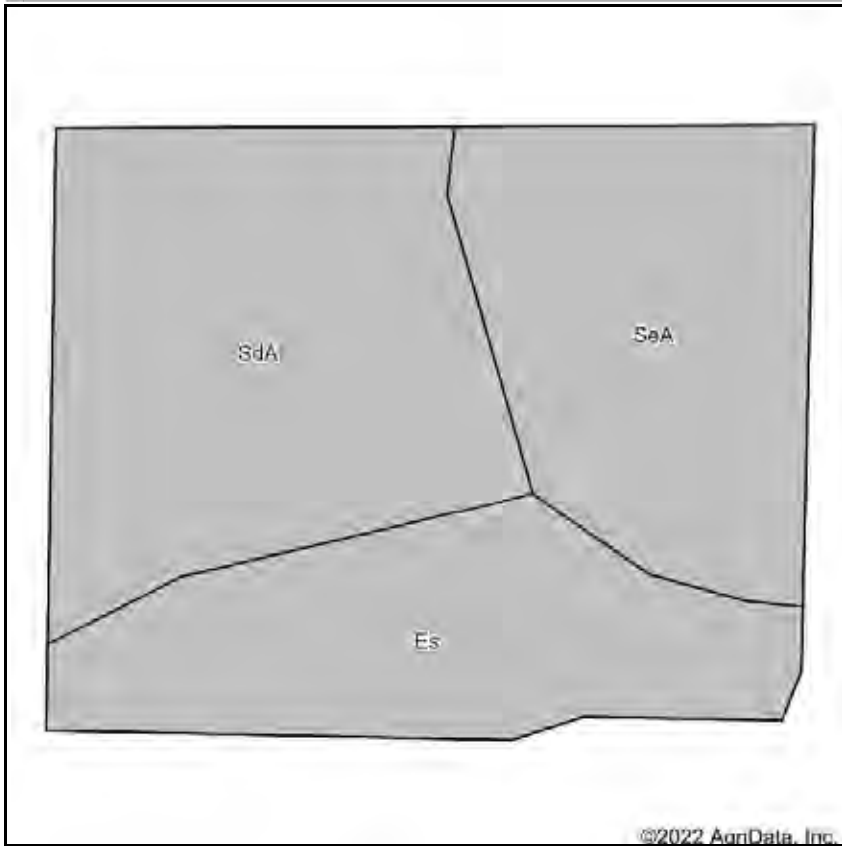
*W Sierra Ave / N Dante Ave*

**3**

3.99± acres

*N Polk Ave*

# SOIL MAP



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



Maps Provided By



Soils data provided by USDA and NRCS.

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www.AgriDataInc.com

Area Symbol: CA654, Soil Area Version: 14

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

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

\*c: Using Capabilities Class Dominant Condition Aggregation Method

# COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:18 AM



**Auditor-Controller**  
**Treasurer-Tax Collector**



**Property Tax Payments**

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

Go Back

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

PARCEL NUMBER
506-130-04S

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

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

ASSESSED TO
BLANK PURSUANT TO CA GC6254.21

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

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



# COUNTY TAX INFORMATION

Fresno County Property Tax Application

6/20/22, 7:18 AM

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

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

# SITE PLAN PROPOSALS

6/17/22, 11:43 AM

*New Addresses*

**SIERRA COMMUNITY CENTER  
SW CORNER OF W. SIERRA  
AND N. POLK**

**SITE PLAN  
CITY OF FRESNO  
FRESNO COUNTY, CALIFORNIA  
SHEET # OF 2 SHEETS**

**OFFICIAL ADDRESS NUMBERS  
CITY OF FRESNO  
INSTALL AS PER SECTION 12-1304 F.M.C.  
Issued By *[Signature]* Date *9-17-21* SITE KEYNOTES**

1. 1/4" = 10' SCALE
2. 1/4" = 10' SCALE
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18. 1/4" = 10' SCALE
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20. 1/4" = 10' SCALE

**EXISTING EASEMENTS**

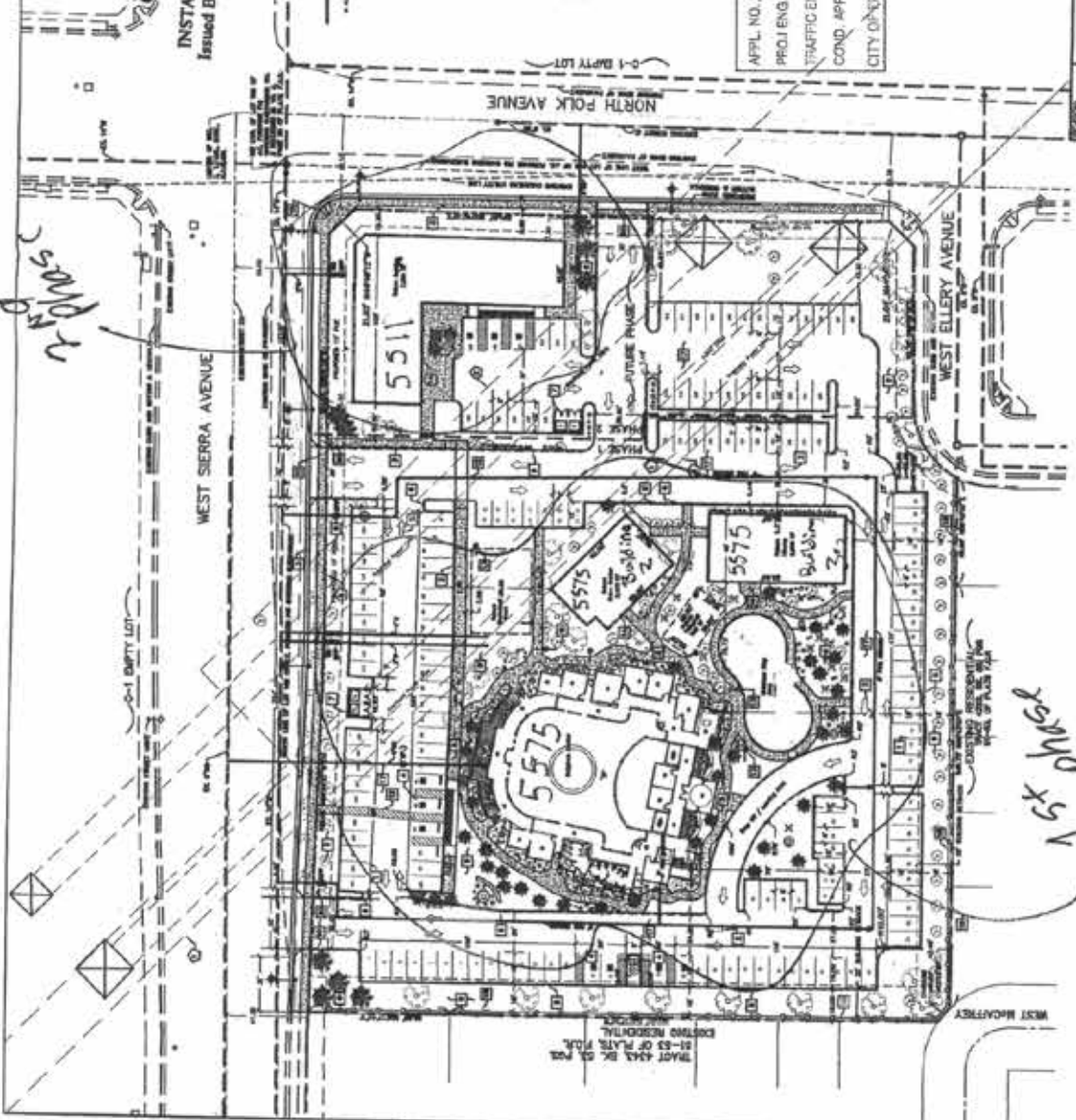
1. AS SHOWN ON RECORD MAPS AND SURVEYS.
2. AS SHOWN ON RECORD MAPS AND SURVEYS.
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20. AS SHOWN ON RECORD MAPS AND SURVEYS.

**PROJECT INFORMATION**

PROJECT ADDRESS: 5575 W. SIERRA AVE.  
 PROJECT APPLICANT: *[Name]*  
 PROJECT OWNER: *[Name]*  
 PROJECT ENGINEER: *[Name]*  
 PROJECT DATE: *5/14/21*  
 PROJECT PHASE: *[Phase]*  
 PROJECT AREA: *[Area]*  
 PROJECT PERMITS: *[Permits]*  
 PROJECT NOTES: *[Notes]*

**LEGEND**

- 1. 1/4" = 10' SCALE
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- 20. 1/4" = 10' SCALE



APPL. NO. *2021-00116* EXHIBIT A DATE *5/14/21*

PROJ. ENG. \_\_\_\_\_ DATE \_\_\_\_\_

TRAFFIC ENG. \_\_\_\_\_ DATE \_\_\_\_\_

COND. APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

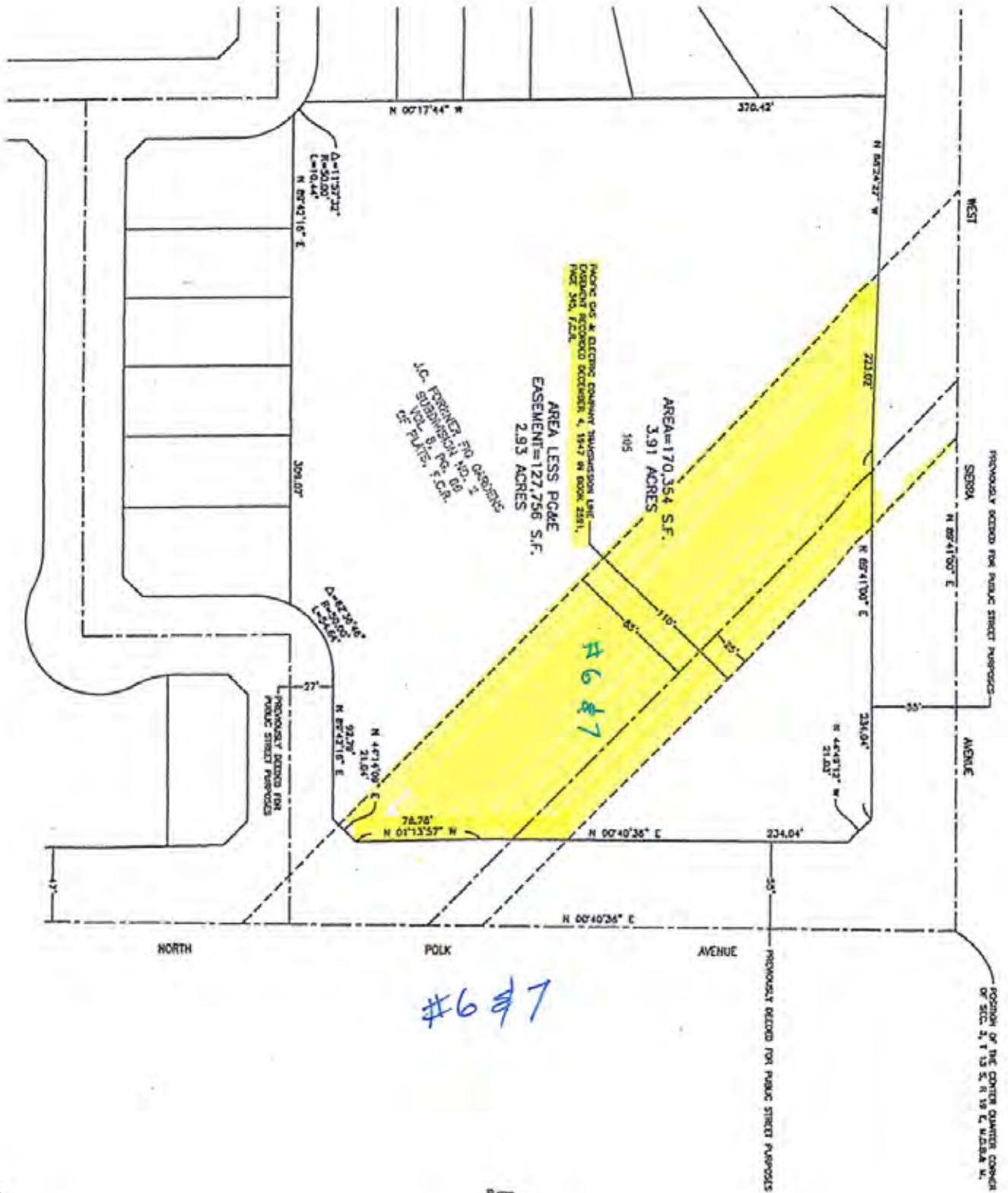
CITY OF FRESNO PLANNING & DEVELOPMENT DEPT.

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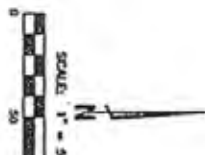
**HARBESCH INTERNATIONAL INC.**  
 ENGINEER - ARCHITECT - PLANNER  
 1000 S. MARKET ST., SUITE 100, FRESNO, CA 93702  
 PHONE (559) 261-1000 FAX (559) 261-1000

DATE	2
BY	<i>[Signature]</i>
CITY OF FRESNO	
PLANNING & DEVELOPMENT DEPT.	

# EASEMENT MAP



#6 & 7



GARY G. GIANNI  
CIVIL ENGINEERING  
1118 W. STREET  
MILWAUKEE, WI 53233

# EASEMENT MAP

446

#6

1144-220

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

W I T N E S S E T H :

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

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

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

Beginning at a point on the easterly line of Lot 113 of the J. C. Forkner Fig Gardens Subdivision No. 2, according to the map or plat of same on file and of record in the office of the County Recorder of the County of Fresno, State of California, in Plat Book 8 at page 86, Fresno County Records, 580.90 feet North 0° 40 $\frac{1}{2}$ ' East from the southeast corner of said lot; thence North 45° 41' West 3347.75 feet to a point on the east and west center line of Section 3, Township 13 South, Range 10 East, M.D.E. & M., said point being 454.79 feet westerly from the center of said section 3; thence North 80° 41' East along said East and West center line 48.70 feet to a point; thence South 45° 41' East 3288.91 feet to a point on the easterly line of said Lot 115, 656.04 feet northerly from the Southeast corner of said Lot 115; thence South 0° 40 $\frac{1}{2}$ ' West 41.55 feet to the point of commencement.

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

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

FRED W. GREGORY

LUCY R. GREGORY

THE FORKNER-GIFFEN FIG GARDENS

(CORPORATE SEAL)

By J C FORKNER President

Attest: E. A. FORKNER Sec'y

(CORPORATE SEAL)

SAN JOAQUIN LIGHT AND POWER CORPORATION,

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

W. E. DUMPEY Secretary.

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

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

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

# EASEMENT MAP

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

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

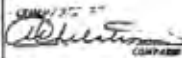
LUCY M. KRAUCHI Notary Public in and for said County and State.

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

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

4/1.70  
60582-IT

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

  
COMPASS

--- 0 ---

1144 - 320

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

WITNESSETH that:

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

Lots 103, 104, 106, 115 and the north half of lot 114, as the same are delineated and so designated upon that certain map of J. C. Forkner Fig Gardens, Subdivision No. 2 recorded in volume 8 of maps at page 66, records of said Fresno County.

and

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

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

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

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

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

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

345

# EASEMENT MAP

346

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

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

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

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

**U.S.**

1.65  
6-3

**A. L. LAKE  
FANNY IOLA LAKE**

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

State of California, )  
County of Fresno ) ss.

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

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

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

(Endorsed) Recorded at Request of Railway Express Agency at 30 Min. Past 3 P.M. Vol. 2692 Official Records, Pg. 346 at seq Dec 4 1947 Fresno County, California  
12/2.50  
60820-TP  
**I. E. FARLEY**, County Recorder  
By **J. G. COLEMAN** Deputy Recorder

*[Signature]*

--- 0 --- E-12008 702-537

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

Consideration not more than \$100.00  
Lot 69 of Reading Park Gardens in Section 31, Township 13 South, Range 20 East, N.D.S.M., according to that certain map recorded January 29, 1947 in Volume 13, Page 37 of Plans, records of said County.

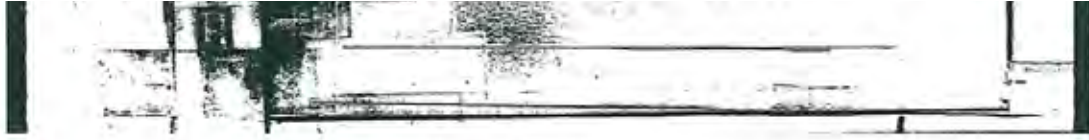
Said strip of said premises is described as follows:  
A strip of land of the uniform width of 8 feet, extending entirely across said premises, and lying equally on each side of that certain line which begins at a point on the East line of said Lot 69 and distant thereon 4 feet North from the Southeast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

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

# EASEMENT MAP

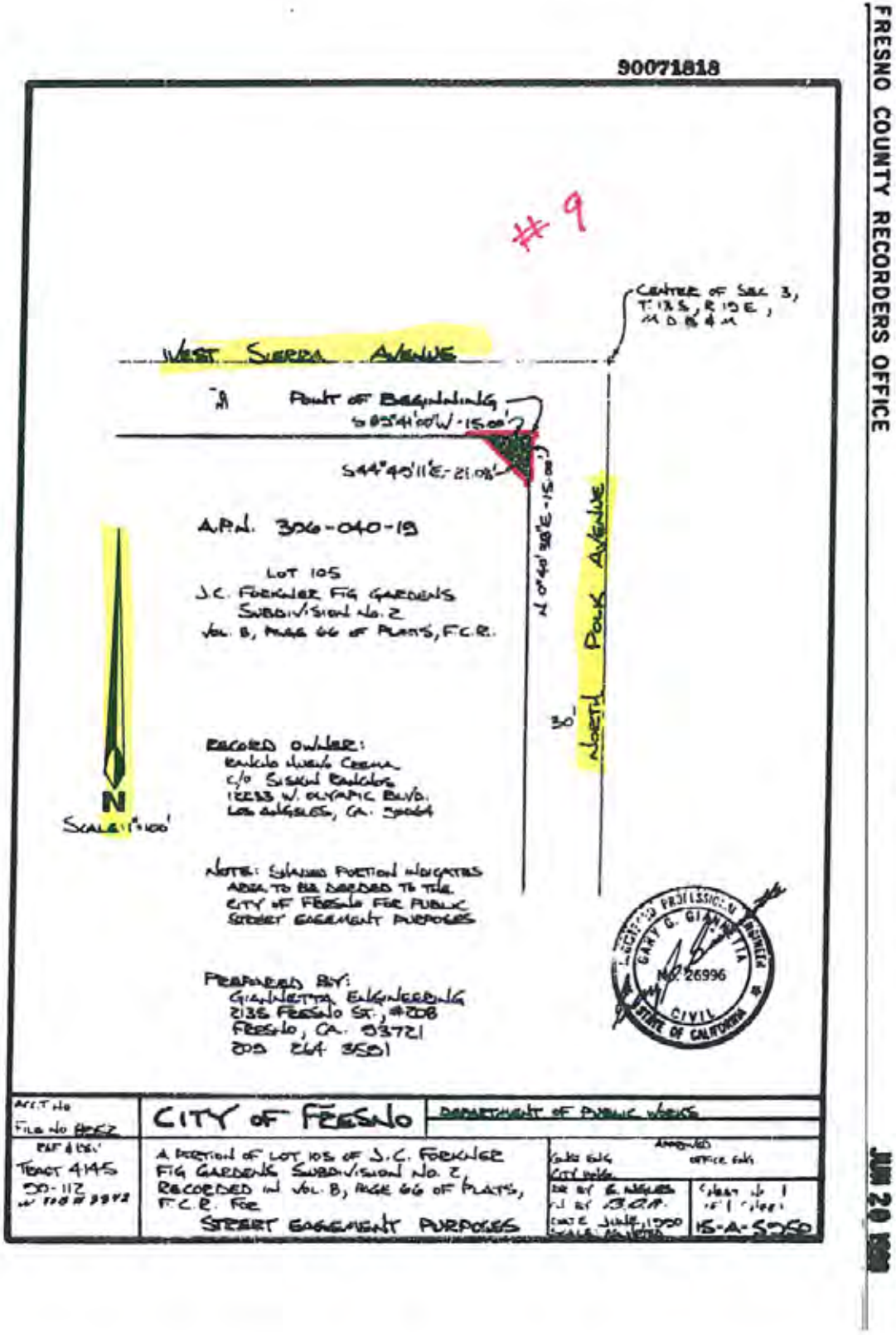
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6/17/22, 11:40 AM



# EASEMENT MAP

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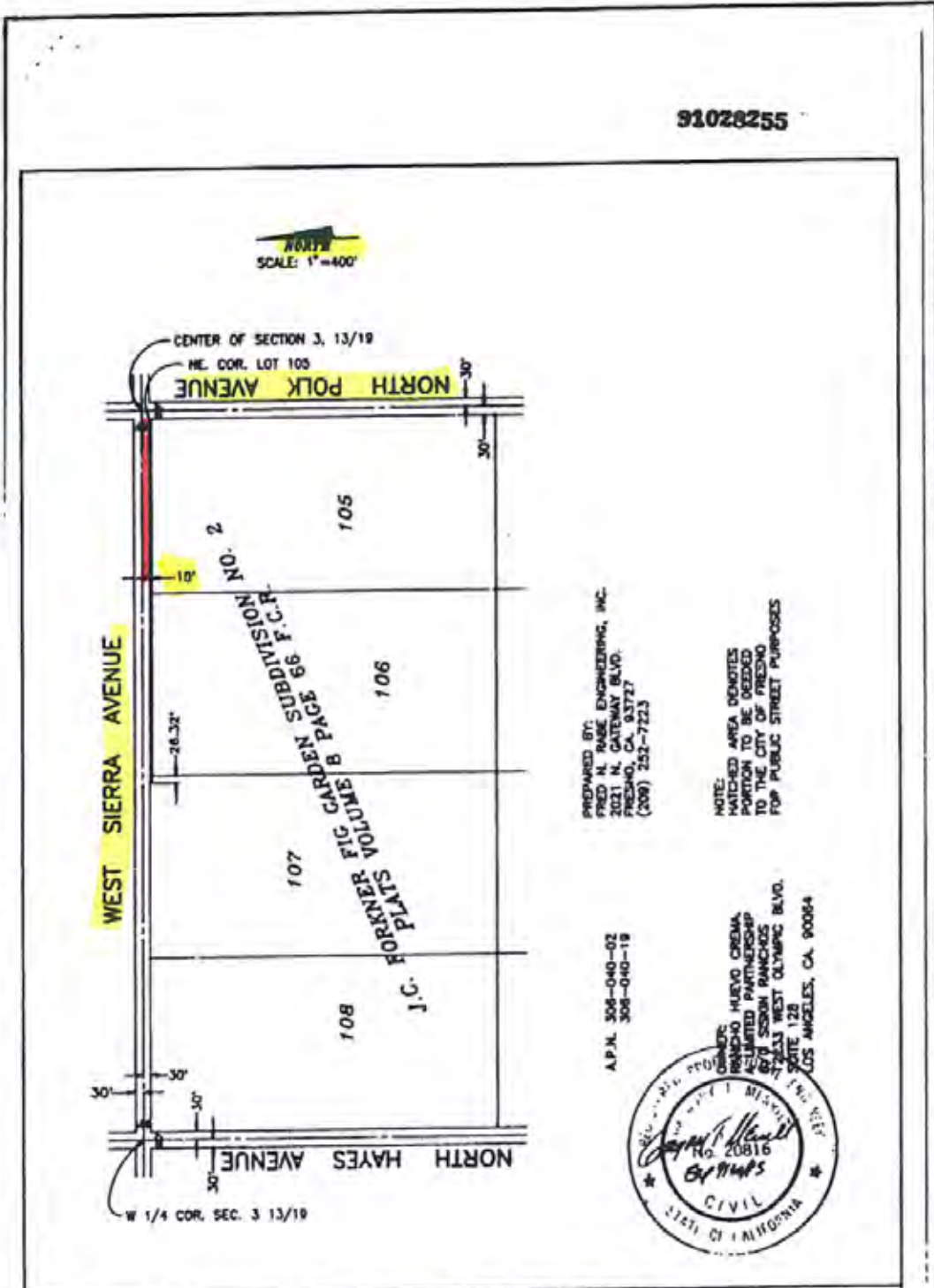
# EASEMENT MAP

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6/17/22, 11:41 AM

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

#10



FRESNO COUNTY RECORDERS OFFICE

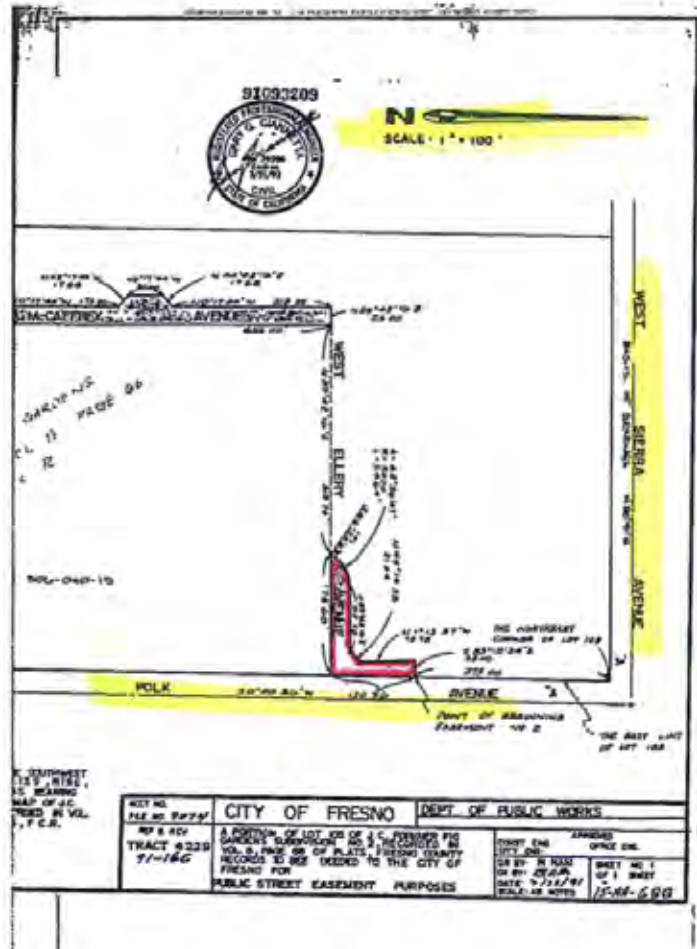
MAR 11 1991

ACCT NO FILE NO	CITY OF FRESNO	DEPARTMENT OF PUBLIC WORKS	
NO. & REV T-4142 91-028	PORTION OF LOTS 105, 106 & 107 J.C. FORKNER FIG GARDEN SUBDIVISION NO. 2 TO BE DEEDED TO THE CITY OF FRESNO FOR PUBLIC STREET PURPOSES		DIRECTOR
	CONSTR. ENG.	APPROVED OFFICE ENG.	
	CITY ENG.		
	DR BY T.P. CR BY B.A.A. DATE 9/20/80 SCALE AS NOTED	SHEET NO. 1 OF 1 SHEETS	15-A-6088

# EASEMENT MAP

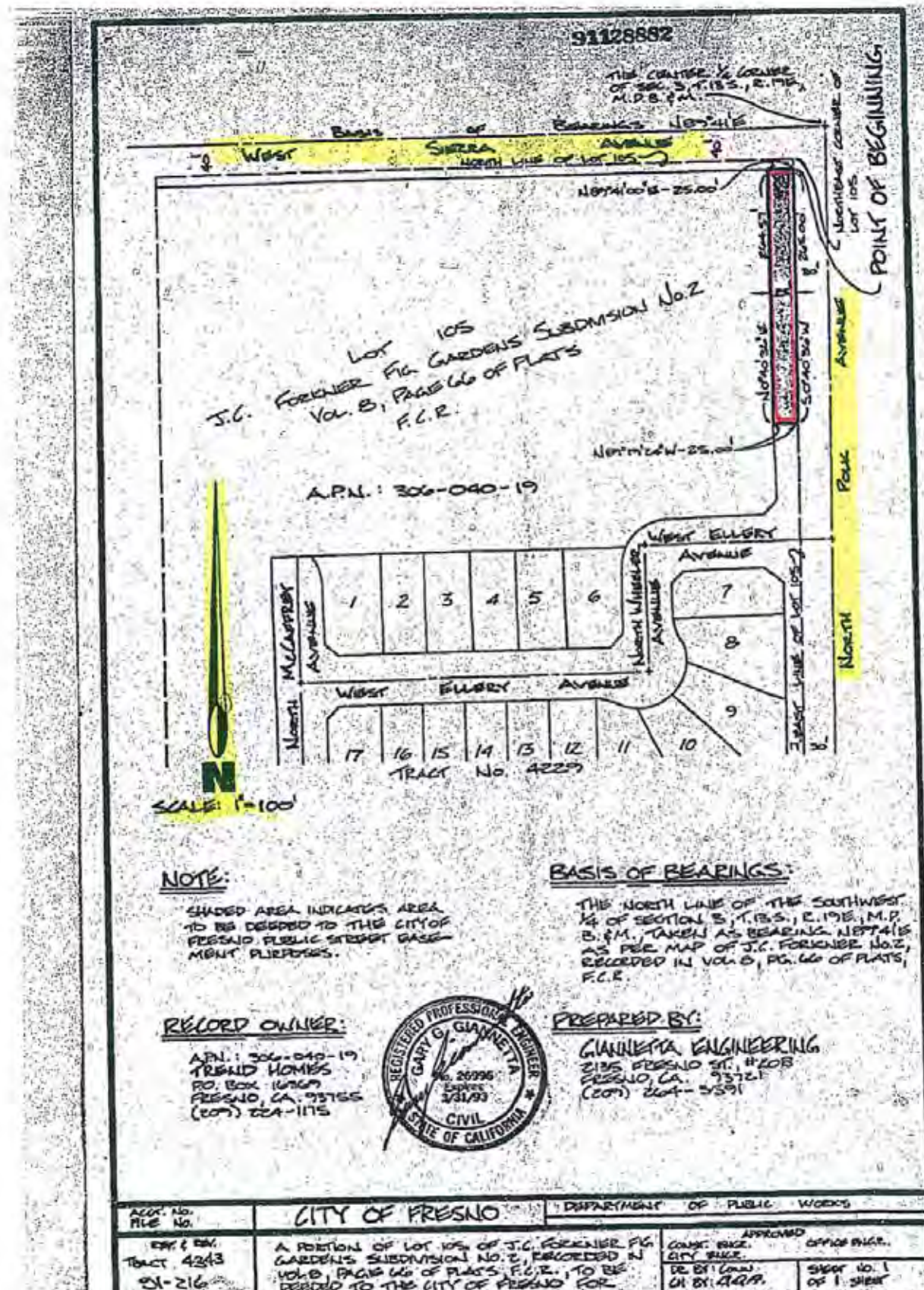
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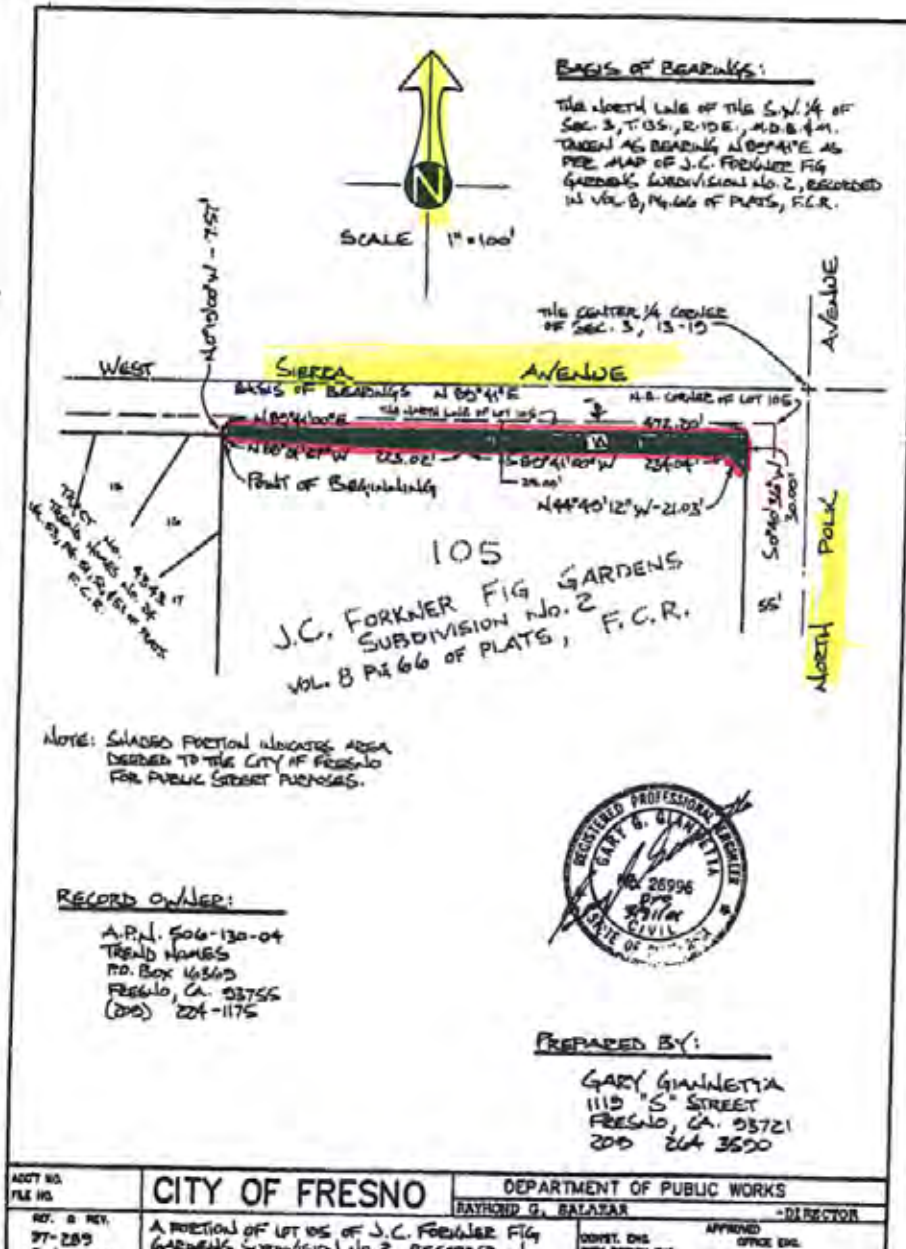


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# EASEMENT MAP



# EASEMENT MAP



#14

FEB 12 11

# EASEMENT MAP

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6/17/22, 11:41 AM

K-07-023 P-1444	VOL. 8, PG. 66 OF PLATS, R.C.R. TO BE DEDICATED TO THE CITY OF FRESONO FOR PUBLIC STREET EASEMENT PURPOSES	DR. BY 2/2/06 ON BY 2/2/06 DATE 1-12-06 SCALE AS NOTED	SHEET NO. 1 OF 1 SHEET 15-A-7034	3/3
--------------------	--	---	--	-----

# PRELIMINARY TITLE

**ORDER NO. :** 1421002133

## **EXHIBIT A**

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

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

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

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

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

APN: 506-130-04

# PRELIMINARY TITLE



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

## PRELIMINARY REPORT

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

Our Order Number 1421002133-CF

Customer Reference THE WATERFORD FOUNDATION,  
INC.

Buyer:  
TBD

When Replying Please Contact:

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

Property Address:

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

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

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

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

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

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

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

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

Page 1 of 8 Pages

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421002133-CF**

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

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

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

Fee

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

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

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

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

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

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

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

APN: 506-130-04

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

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

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



# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421002133-CF**

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

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

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

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

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

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

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421002133-CF**

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

Instrument : Easement  
Granted To : Pacific Gas and Electric Company, a California corporation  
For : To construct, maintain and use one additional transmission line on said premises adjacent to said existing transmission line and the right to time to time to erect, construct, reconstruct, replace, remove, maintain and use such towers with all necessary and proper crossarms, braces and other appliances and fixtures for use in connection therewith and suspend therefrom maintain and use such wires and/or cables for the transmission and distribution of electric energy and for private telephone and telegraph purposes together with a right of way therealong, over and across said premises and other rights as thereon contained.

Recorded : [December 4, 1947 in Book 2591 of Official Records, Page 345 under Recorder's Serial Number 60820](#)

Affects : A portion of land herein described and other land, being a strip of land 110 feet in width, reference is being made to the record thereof for full particulars.

9. Covenant and agreement,

Executed By : Rancho Hueva Crema  
In Favor Of : The City of Fresno  
Recorded : [July 7, 1980 in Book 7544 of Official Records, Page 986 under Recorder's Serial Number 63349](#)

Which Among Other Things Provides : Covenant affecting land development and annexation to the City of Fresno

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

Instrument : Easement  
Granted To : The City of Fresno  
For : An easement and right of way for public street purposes  
Recorded : [June 20, 1990 in Official Records under Recorder's Serial Number 90071818](#)

Affects : The Northeasterly boundary of land herein described, reference being made to the record thereof for full particulars.

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1421002133-CF

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

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

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

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

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

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

14. Covenant and agreement,

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421002133-CF**

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

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

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

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

17. Satisfactory evidence furnished to this Company:

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

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

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421002133-CF**

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

NONE

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

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

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

NONE

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

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

O.N.

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1421002133-CF

## NOTE:

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

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

Information for processing a “Restrictive Covenant Modification” form:

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

The “Restrictive Covenant Modification” form is linked below:

[Restrictive Covenant Modification form](#)

# PRELIMINARY TITLE

## Exhibit I

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

#### EXCLUSIONS FROM COVERAGE

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

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

#### EXCEPTIONS FROM COVERAGE

##### SCHEDULE B - PART I

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

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

# PRELIMINARY TITLE

## Exhibit I

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

#### EXCLUSIONS FROM COVERAGE

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

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

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

#### EXCEPTIONS FROM COVERAGE

##### SCHEDULE B - PART I

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

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



# PRELIMINARY TITLE

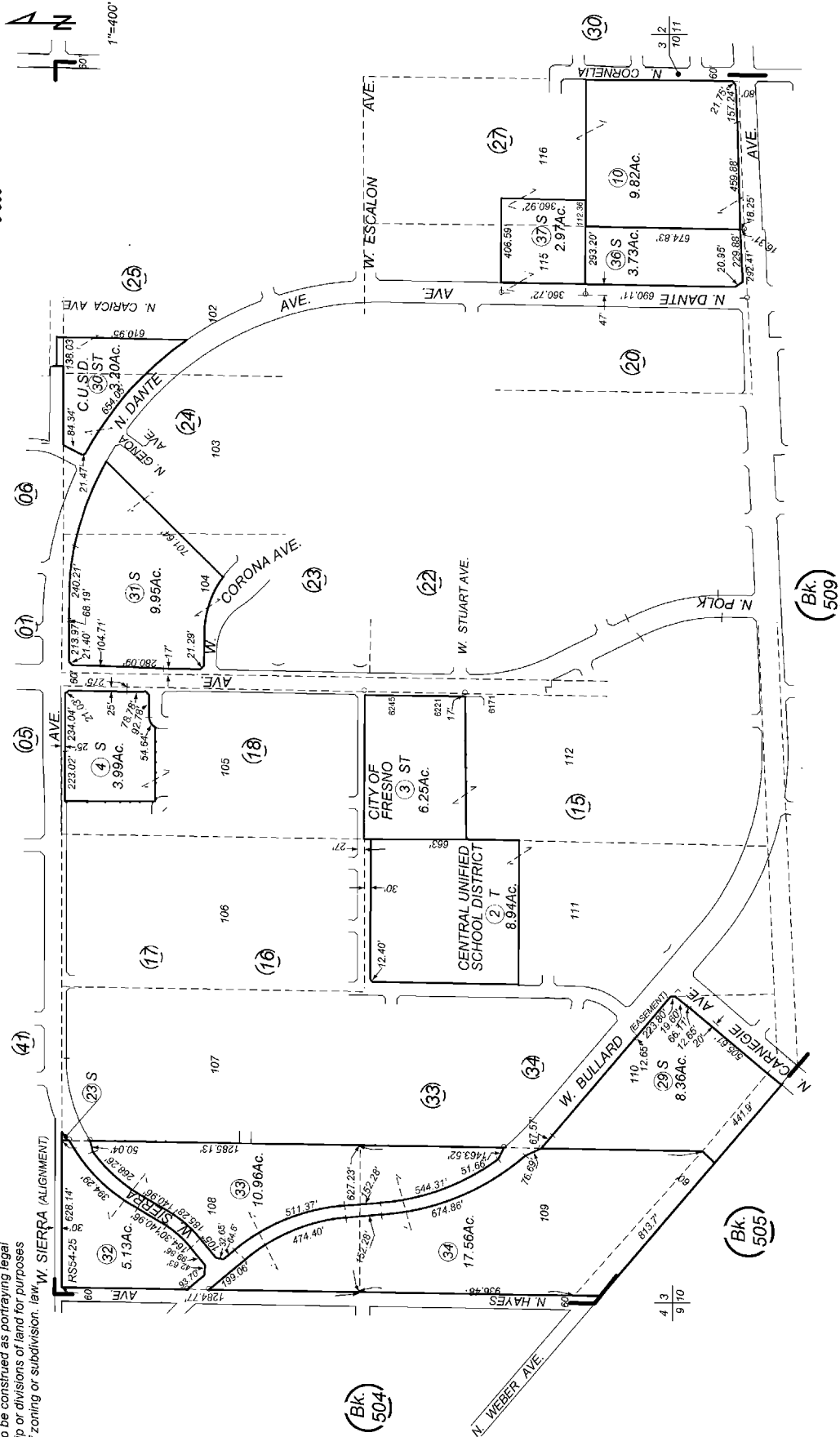
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506-13

Tax Rate Area  
5-568

SUBDIVIDED LAND IN POR. SEC. 3 & 10, T. 13 S., R. 19 E., M. D. B. & M.

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



Assessor's Map Bk. 506 - Pg. 13  
County of Fresno, Calif.

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

J.C. Forkner Fig Garden - Subdivision No. 2-Plat Bk. 8, Pg. 66  
Record of Survey - Bk. 54, Pgs. 25-29

9/14/2017

# PHOTOS

**Tract 3**



**Tract 3 - Road Frontage**



# PHOTOS

**Tract 3**



**Tract 3**





# TRACT 4



# REGISTRATION FORMS



# **BIDDER PRE-REGISTRATION FORM**

**THURSDAY, AUGUST 11, 2022**

**13.16+ ACRES – CAMBRIA, CALIFORNIA**

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

## **BIDDER INFORMATION**

(FOR OFFICE USE ONLY)

Name \_\_\_\_\_

Bidder # \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone: (Res) \_\_\_\_\_ (Office) \_\_\_\_\_

My Interest is in Tract or Tracts # \_\_\_\_\_

## **BANKING INFORMATION**

Check to be drawn on: (Bank Name) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_

## **HOW DID YOU HEAR ABOUT THIS AUCTION?**

Brochure  Newspaper  Signs  Internet  Radio  TV  Friend

Other \_\_\_\_\_

## **WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?**

Regular Mail  E-Mail E-Mail address: \_\_\_\_\_

Tillable  Pasture  Ranch  Timber  Recreational  Building Sites

What states are you interested in? \_\_\_\_\_

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





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

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

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

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

1. My name and physical address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My phone number is: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

I understand and agree to the above statements.

\_\_\_\_\_  
Registered Bidder's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

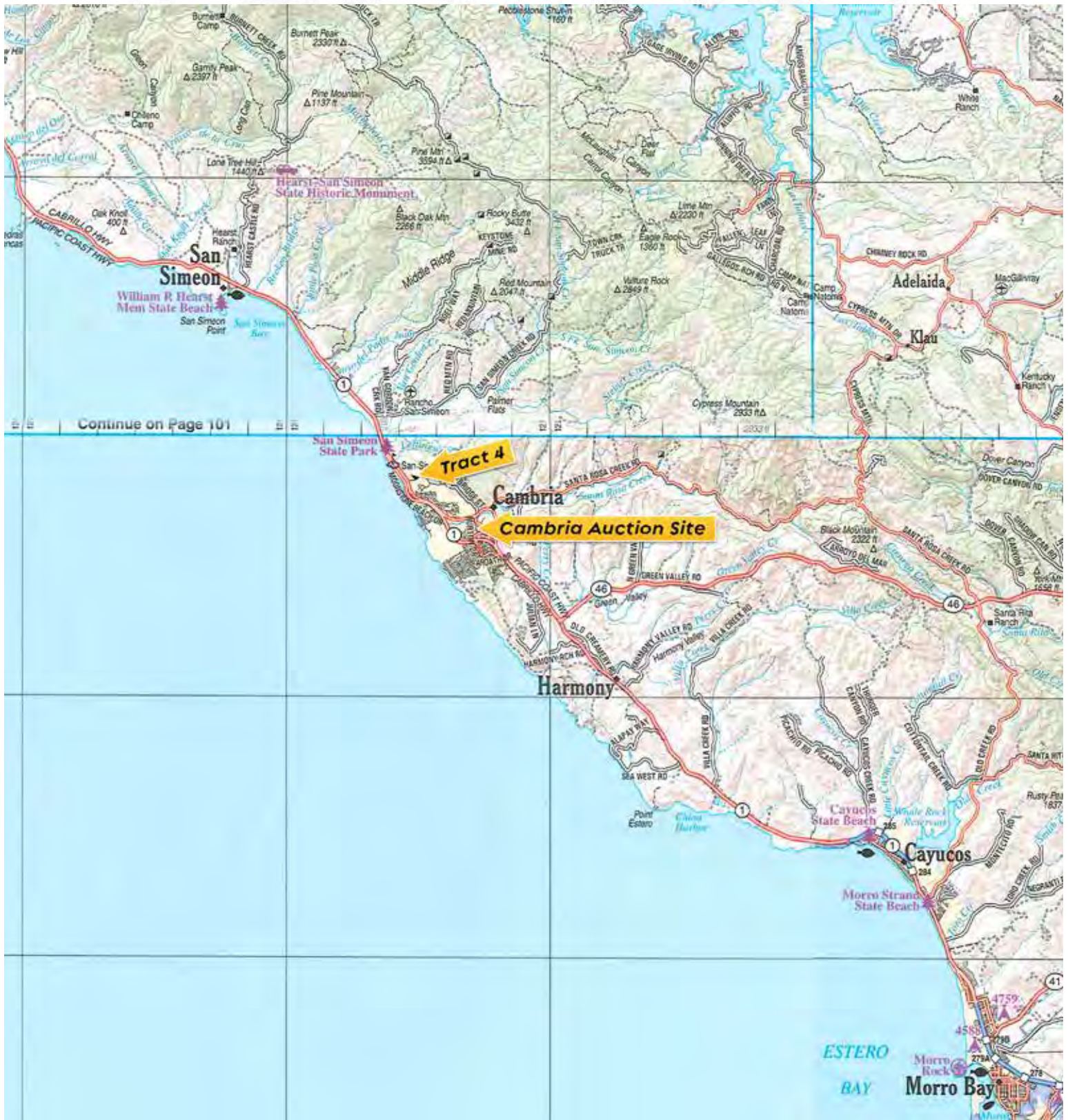
***This document must be completed in full.***

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

E-mail address of registered bidder: \_\_\_\_\_

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

# LOCATION MAP



## *Directions to Local Auction Location*

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

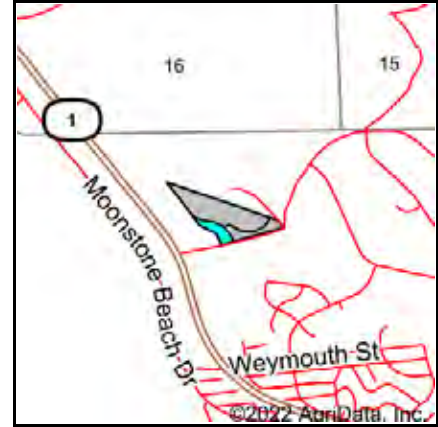
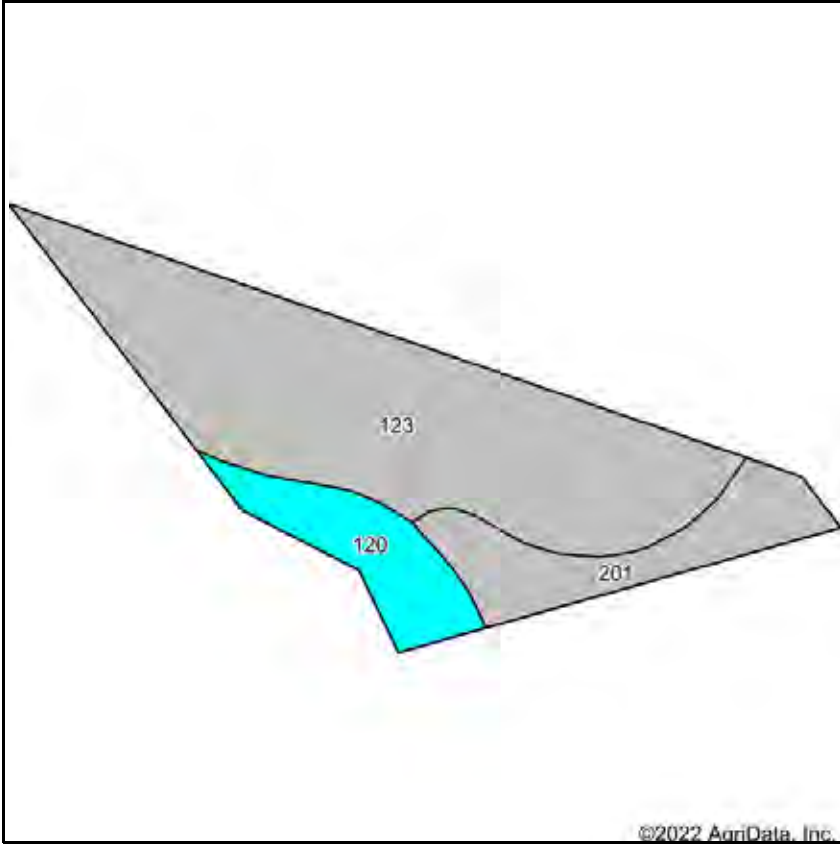
## *Directions to Property*

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

# TRACT MAP



# SOIL MAP



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



Maps Provided By



© AgriData, Inc. 2021

www.AgrIDataInc.com



Area Symbol: CA664, Soil Area Version: 14

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

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

\*c: Using Capabilities Class Dominant Condition Aggregation Method

# COUNTY TAX INFORMATION



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

## 2021/22 ANNUAL SECURED PROPERTY TAX BILL

FISCAL YEAR JULY 1, 2021 TO JUNE 30, 2022

DUPLICATE BILL

[www.SloCountyTax.org](http://www.SloCountyTax.org)

ASSEMI BROTHERS LLC A CA LLC

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

### Property Assessment For Fiscal Year 2021/22

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

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

5 Assessed Owner	9 First Installment Due
As of January 1, 2021 ASSEMI BROTHERS LLC A CA LLC	11/1/2021 <b>\$4,781.29</b>

6 Property Description	10 Second Installment Due
TR 1804 LT 1	2/1/2022 <b>\$4,781.29</b>

11 Total Taxes Due
<b>\$9,562.58</b>

7 Property Description - See back of bill for disclaimer.
TR 1804 LT 1

### 8 Important Messages

**View and pay taxes online at: [www.slocountytax.org](http://www.slocountytax.org)**

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

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

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

**See reverse side for important taxpayer information.**

### Tax Calculation

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

# COUNTY TAX INFORMATION

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

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



956258

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

Signature required for address change \_\_\_\_\_

ASSEMI BROTHERS LLC A CA LLC

## Duplicate Bill

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



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

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

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



956258

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

Signature required for address change \_\_\_\_\_

ASSEMI BROTHERS LLC A CA LLC

## Duplicate Bill

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



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

ENV0

# WATER INFORMATION

## Conditional Confirmation of Water Availability

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

### CAMBRIA COMMUNITY SERVICES DISTRICT

**DIRECTORS:**

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



**OFFICERS:**

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

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

3/10/2022

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

### CONDITIONAL CONFIRMATION OF WATER AVAILABILITY

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

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

#### Standard Conditions

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



# WATER INFORMATION

## Conditional Confirmation of Water Availability

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

### Projects Using Grandfathered or Active Service Meters:

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

Grandfather allocation 1 out of 8 for 2022.

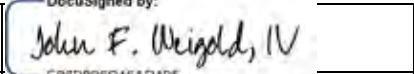
### Conservation & Retrofit Program Compliance Requirements

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

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

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

### CCSD Staff Approvals

Reviewed By:	Melissa Bland	Approved By:	
Review Date:	1/31/2022	Approved Date:	3/10/2022

# WATER INFORMATION

## New Water Saving Strategy Proposal

Undeveloped Lots, Cambria Tract 1804  
C/o Al Hadian

May 23, 2022

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

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

Dear Mr. Weigold;

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

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

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

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

This same statement of position also appeared in a number of other CCC's staff reports before and it is based on the certified 2007 LCP amendment<sup>1</sup> which itself is based on the CCSD moratorium of November 15, 2001. It exempts all the CCSD commitments such as Tract 1804 lots (and as it was also acknowledged by the CCC staff)<sup>2</sup> from moratorium and from no new development in Cambria. As such, the CCC revised position and based on their own account is in violation of the LCP.

---

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

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

# WATER INFORMATION

## New Water Saving Strategy Proposal

Page 2 of 2

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

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

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

Please don't hesitate to contact me or any other eight remaining undeveloped lot owners<sup>3</sup> in Tract 1804, should you require additional information or clarification.

Sincerely Yours,



Al Hadian

---

<sup>3</sup> Cambria Tract 1804 (Eight remaining undeveloped lots)

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

# WATER INFORMATION

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Page 2 of 2

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# GUIDE TO MONTEREY PINE

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

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

- A. **Development Siting.** Development shall be located to: 1) minimize the amount of native vegetation being removed; and 2) protect natural stands or groupings of native trees. When potential visual impacts are identified, consideration of development location may be considered to minimize visual impacts. The "project limit" area shall be delineated on all plans submitted to the County. This "project limit" area shall include 1) the improvement's footprint (e.g. all buildings, driveway), 2) all grading (including cut and fill areas) and vegetation removal activities, 3) all construction activities including the area(s) needed for equipment and material storage, and 4) vegetative setbacks required for fire safety. No vegetation shall be removed that is outside of the "project limits".
- B. **Site Disturbance.** Site disturbance shall be minimized. The following techniques that should be used to minimize this disturbance include, but are not necessarily limited to:
1. On steeper slopes, the use of stepped footings or retaining walls can be used so grading is needed only within building and driveway footprint.
  2. Retaining walls can be used to avoid cutting or placing fill within oak and pine tree driplines.
  3. Construction vehicles and other equipment shall be kept within the "project limit" line.
  4. Trenching for utility lines 1) should be consolidated whenever possible; 2) should be kept within or immediately adjacent to building footprint or driveway; and 3) stays outside of tree driplines. If dripline avoidance is not possible, tunneling or boring under feeder roots should be used in place of trenching.
  5. The paving material used should be water- and air-permeable.
  6. Wherever soil compaction from construction has occurred within driplines, the compacted root zone area should be aerated by using one of the following techniques: 1) injecting pressurized water, 2) careful shallow ripping that radiates out from trunk (no cross-root ripping), or 3) other county-approved technique.
- Any of the above techniques incorporated into the project shall be clearly shown or identified on all appropriate construction plans submitted to the county.
- C. **Native Vegetation to Remain.** Native trees and undergrowth outside of the "project limits" should be left undisturbed. The following measures should be considered to provide maximum protection. All grading and construction plans submitted to the County shall provide the following measures:

# GUIDE TO MONTEREY PINE

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

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

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

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

Also,

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

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

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

# GUIDE TO MONTEREY PINE

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

Prior to final inspection,

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

Also,

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



# GUIDE TO MONTEREY PINE

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

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

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

## Species\*

Quercus agrifolia (Coast Live Oak) - no more than 2 seedlings/1000 sq. ft.  
Arctostaphylos tomentosa  
Heteromeles arbutifolia (Toyon)  
Rhamnus californica (Coffeeberry)  
Rubus ursinus (California Blackberry)  
Symphoricarpos mollis (Creeping Snowberry)  
Vaccinium ovatum (Evergreen Huckleberry)

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

wp514ir/ncupdate/ab3

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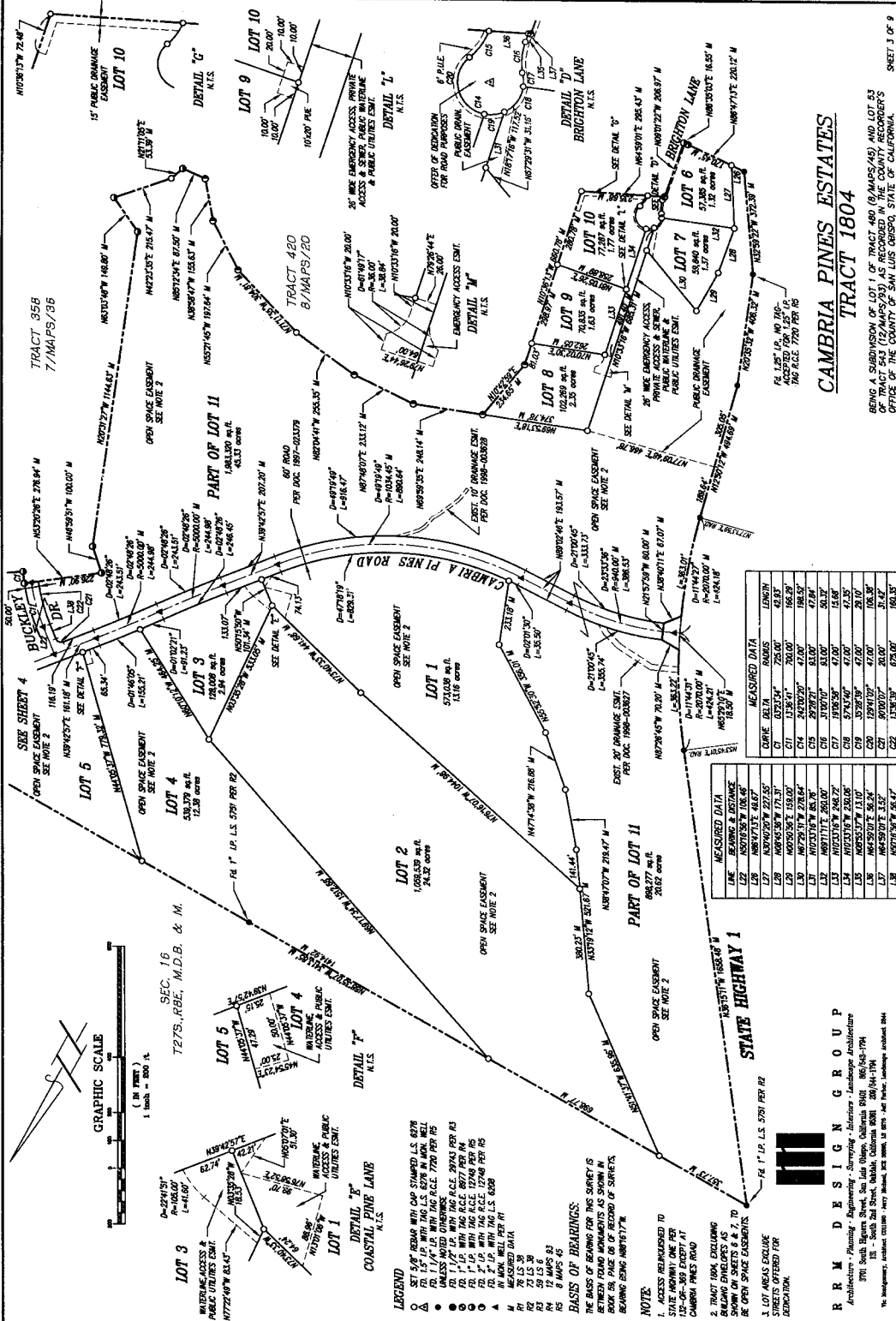
<sup>1</sup> Morro Group, August 1991. Expanded Initial Study for the Proposed Cambria Cemetery Minor use Permit, County of San Luis Obispo.





# MITIGATION REQUIREMENTS

22



**CAMBRIA PINES ESTATES**  
TRACT 1804

BEING A SUBDIVISION OF LOT 1 OF TRACT 480 (9/Maps/45) AND LOT 53 OF TRACT 481 (10/Maps/45) OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

SHEET 3 OF 9

CURVE DATA	BEARING	LENGTH
C1	D-272°54'	750.00
C2	D-128°51'	700.00
C3	S-22°30'00"E	47.00
C4	S-22°30'00"E	47.00
C5	S-22°30'00"E	47.00
C6	S-22°30'00"E	47.00
C7	S-22°30'00"E	47.00
C8	S-22°30'00"E	47.00
C9	S-22°30'00"E	47.00
C10	S-22°30'00"E	47.00
C11	S-22°30'00"E	47.00
C12	S-22°30'00"E	47.00

LINE	BEARING	DISTANCE
L1	N82°51'21"W	118.18
L2	N43°50'18"W	108.00
L3	N57°28'42"E	108.00
L4	N13°31'51"E	108.00
L5	N72°52'17"E	108.00
L6	N10°06'00"E	108.00
L7	N22°51'21"W	118.18
L8	S82°51'21"W	118.18
L9	S43°50'18"W	108.00
L10	S57°28'42"W	108.00
L11	S13°31'51"W	108.00
L12	S72°52'17"W	108.00
L13	S10°06'00"W	108.00
L14	S22°51'21"W	118.18
L15	S82°51'21"W	118.18
L16	S43°50'18"W	108.00
L17	S57°28'42"W	108.00
L18	S13°31'51"W	108.00
L19	S72°52'17"W	108.00
L20	S10°06'00"W	108.00

**LEGEND**

- SET 1/4" IR. PIPES WITH CAP STAKED U.S. 6378
- △ SET 1/4" IR. PIPES WITH TAG U.S. 8278 IN MON. WELL
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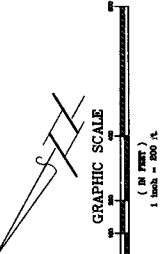
**NOTE:**

1. ACCESS REFINISHED TO STATE HIGHWAY ONE PER 132-80-80 EXCEPT AT CAMBRIA PINES ROAD
2. TRACT 1804, EXCLUDING BUILDING ENVELOPES AS SHOWN ON SHEETS 6 & 7, TO BE OPEN SPACE EASEMENTS DEDICATION.

**RRM DESIGN GROUP**  
Architects • Planners • Engineers • Surveyors • Interiors • Landscape Architects

3701 South Bowers Street, San Luis Obispo, California 93401 805/643-1700  
135 - South 2nd Street, Malibu, California 90261 310/444-1700

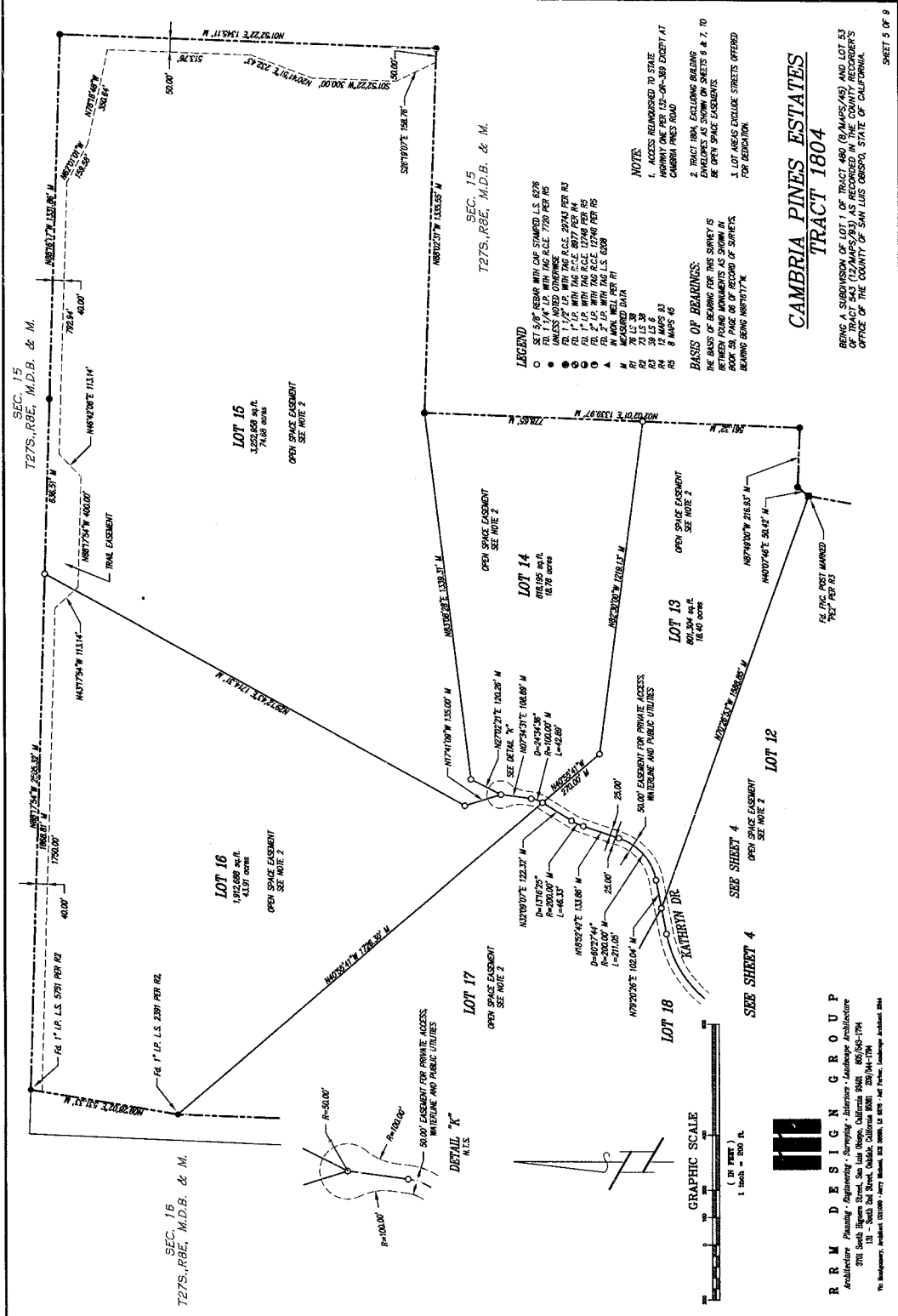
“No Responsibility” Statement: RRM Design Group, Inc. (RRM) is not a Public Landscape Architect.





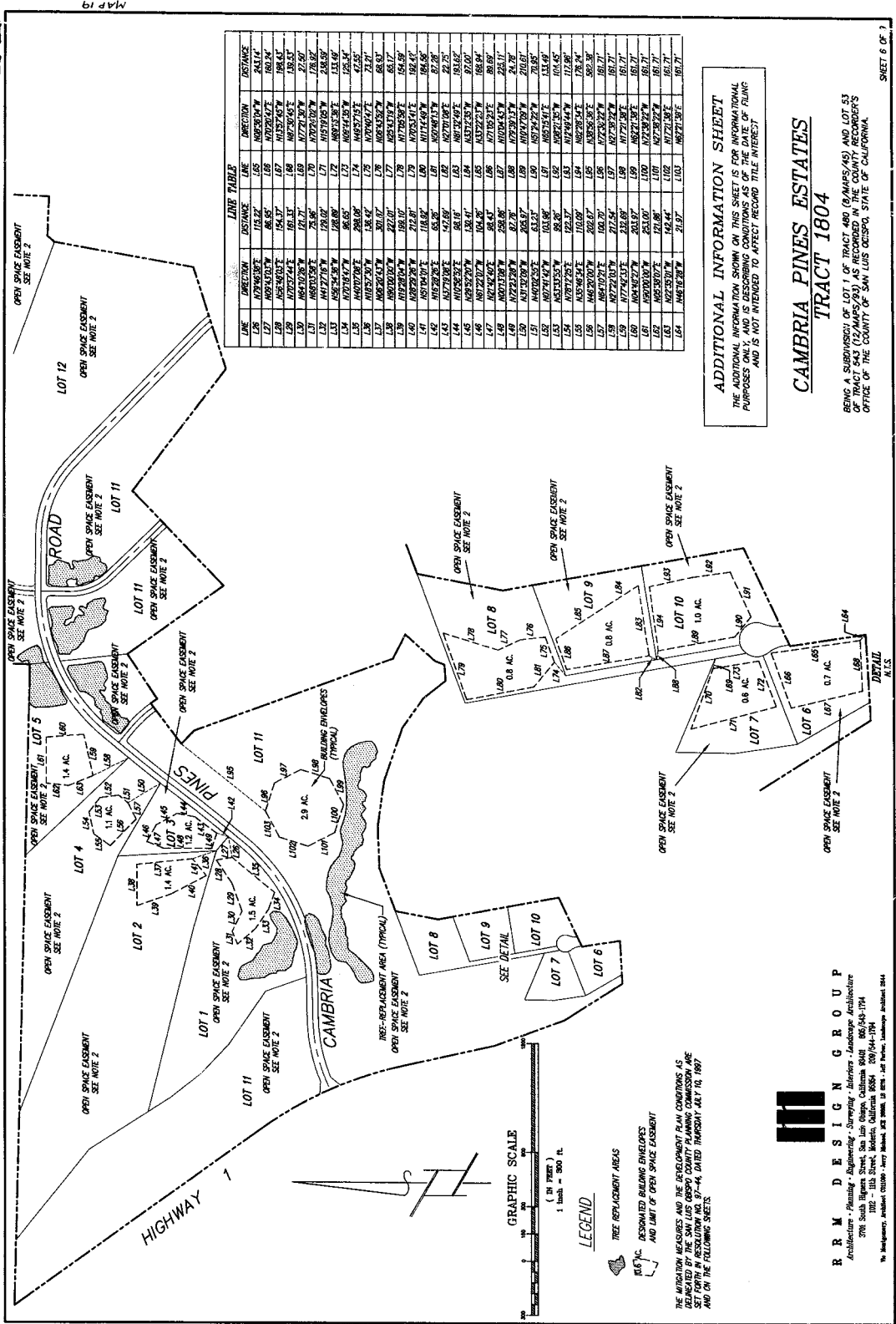
# MITIGATION REQUIREMENTS

22



# MITIGATION REQUIREMENTS

22



**LINE TABLE**

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L1	N 82° 45' 00" W	243.11'	L103	N 82° 45' 00" W	243.11'
L2	N 82° 45' 00" W	88.77'	L104	N 82° 45' 00" W	88.77'
L3	N 82° 45' 00" W	88.77'	L105	N 82° 45' 00" W	88.77'
L4	N 82° 45' 00" W	160.31'	L106	N 82° 45' 00" W	160.31'
L5	N 82° 45' 00" W	78.98'	L107	N 82° 45' 00" W	78.98'
L6	N 82° 45' 00" W	178.09'	L108	N 82° 45' 00" W	178.09'
L7	N 82° 45' 00" W	88.77'	L109	N 82° 45' 00" W	88.77'
L8	N 82° 45' 00" W	88.77'	L110	N 82° 45' 00" W	88.77'
L9	N 82° 45' 00" W	88.77'	L111	N 82° 45' 00" W	88.77'
L10	N 82° 45' 00" W	88.77'	L112	N 82° 45' 00" W	88.77'
L11	N 82° 45' 00" W	88.77'	L113	N 82° 45' 00" W	88.77'
L12	N 82° 45' 00" W	88.77'	L114	N 82° 45' 00" W	88.77'
L13	N 82° 45' 00" W	88.77'	L115	N 82° 45' 00" W	88.77'
L14	N 82° 45' 00" W	88.77'	L116	N 82° 45' 00" W	88.77'
L15	N 82° 45' 00" W	88.77'	L117	N 82° 45' 00" W	88.77'
L16	N 82° 45' 00" W	88.77'	L118	N 82° 45' 00" W	88.77'
L17	N 82° 45' 00" W	88.77'	L119	N 82° 45' 00" W	88.77'
L18	N 82° 45' 00" W	88.77'	L120	N 82° 45' 00" W	88.77'
L19	N 82° 45' 00" W	88.77'	L121	N 82° 45' 00" W	88.77'
L20	N 82° 45' 00" W	88.77'	L122	N 82° 45' 00" W	88.77'
L21	N 82° 45' 00" W	88.77'	L123	N 82° 45' 00" W	88.77'
L22	N 82° 45' 00" W	88.77'	L124	N 82° 45' 00" W	88.77'
L23	N 82° 45' 00" W	88.77'	L125	N 82° 45' 00" W	88.77'
L24	N 82° 45' 00" W	88.77'	L126	N 82° 45' 00" W	88.77'
L25	N 82° 45' 00" W	88.77'	L127	N 82° 45' 00" W	88.77'
L26	N 82° 45' 00" W	88.77'	L128	N 82° 45' 00" W	88.77'
L27	N 82° 45' 00" W	88.77'	L129	N 82° 45' 00" W	88.77'
L28	N 82° 45' 00" W	88.77'	L130	N 82° 45' 00" W	88.77'
L29	N 82° 45' 00" W	88.77'	L131	N 82° 45' 00" W	88.77'
L30	N 82° 45' 00" W	88.77'	L132	N 82° 45' 00" W	88.77'
L31	N 82° 45' 00" W	88.77'	L133	N 82° 45' 00" W	88.77'
L32	N 82° 45' 00" W	88.77'	L134	N 82° 45' 00" W	88.77'
L33	N 82° 45' 00" W	88.77'	L135	N 82° 45' 00" W	88.77'
L34	N 82° 45' 00" W	88.77'	L136	N 82° 45' 00" W	88.77'
L35	N 82° 45' 00" W	88.77'	L137	N 82° 45' 00" W	88.77'
L36	N 82° 45' 00" W	88.77'	L138	N 82° 45' 00" W	88.77'
L37	N 82° 45' 00" W	88.77'	L139	N 82° 45' 00" W	88.77'
L38	N 82° 45' 00" W	88.77'	L140	N 82° 45' 00" W	88.77'
L39	N 82° 45' 00" W	88.77'	L141	N 82° 45' 00" W	88.77'
L40	N 82° 45' 00" W	88.77'	L142	N 82° 45' 00" W	88.77'
L41	N 82° 45' 00" W	88.77'	L143	N 82° 45' 00" W	88.77'
L42	N 82° 45' 00" W	88.77'	L144	N 82° 45' 00" W	88.77'
L43	N 82° 45' 00" W	88.77'	L145	N 82° 45' 00" W	88.77'
L44	N 82° 45' 00" W	88.77'	L146	N 82° 45' 00" W	88.77'
L45	N 82° 45' 00" W	88.77'	L147	N 82° 45' 00" W	88.77'
L46	N 82° 45' 00" W	88.77'	L148	N 82° 45' 00" W	88.77'
L47	N 82° 45' 00" W	88.77'	L149	N 82° 45' 00" W	88.77'
L48	N 82° 45' 00" W	88.77'	L150	N 82° 45' 00" W	88.77'
L49	N 82° 45' 00" W	88.77'	L151	N 82° 45' 00" W	88.77'
L50	N 82° 45' 00" W	88.77'	L152	N 82° 45' 00" W	88.77'
L51	N 82° 45' 00" W	88.77'	L153	N 82° 45' 00" W	88.77'
L52	N 82° 45' 00" W	88.77'	L154	N 82° 45' 00" W	88.77'
L53	N 82° 45' 00" W	88.77'	L155	N 82° 45' 00" W	88.77'
L54	N 82° 45' 00" W	88.77'	L156	N 82° 45' 00" W	88.77'
L55	N 82° 45' 00" W	88.77'	L157	N 82° 45' 00" W	88.77'
L56	N 82° 45' 00" W	88.77'	L158	N 82° 45' 00" W	88.77'
L57	N 82° 45' 00" W	88.77'	L159	N 82° 45' 00" W	88.77'
L58	N 82° 45' 00" W	88.77'	L160	N 82° 45' 00" W	88.77'
L59	N 82° 45' 00" W	88.77'	L161	N 82° 45' 00" W	88.77'
L60	N 82° 45' 00" W	88.77'	L162	N 82° 45' 00" W	88.77'
L61	N 82° 45' 00" W	88.77'	L163	N 82° 45' 00" W	88.77'
L62	N 82° 45' 00" W	88.77'	L164	N 82° 45' 00" W	88.77'
L63	N 82° 45' 00" W	88.77'	L165	N 82° 45' 00" W	88.77'
L64	N 82° 45' 00" W	88.77'	L166	N 82° 45' 00" W	88.77'

**ADDITIONAL INFORMATION SHEET**  
 THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES ONLY, AND IS DISSEMINATED UNDER THE CONDITIONS AS OF THE DATE OF PLUMB AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST.

**CAMBRIA PINES ESTATES TRACT 1804**

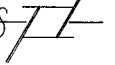
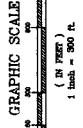
BEING A SUBDIVISION OF LOT 7 OF TRACT 480, (RAMPAS/45) AND LOT 53 OF TRACT 481, (RAMPAS/45), BEING PART OF THE CAMBRIA PINES ESTATES TRACT, OFFICE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

SHEET 6 OF 6



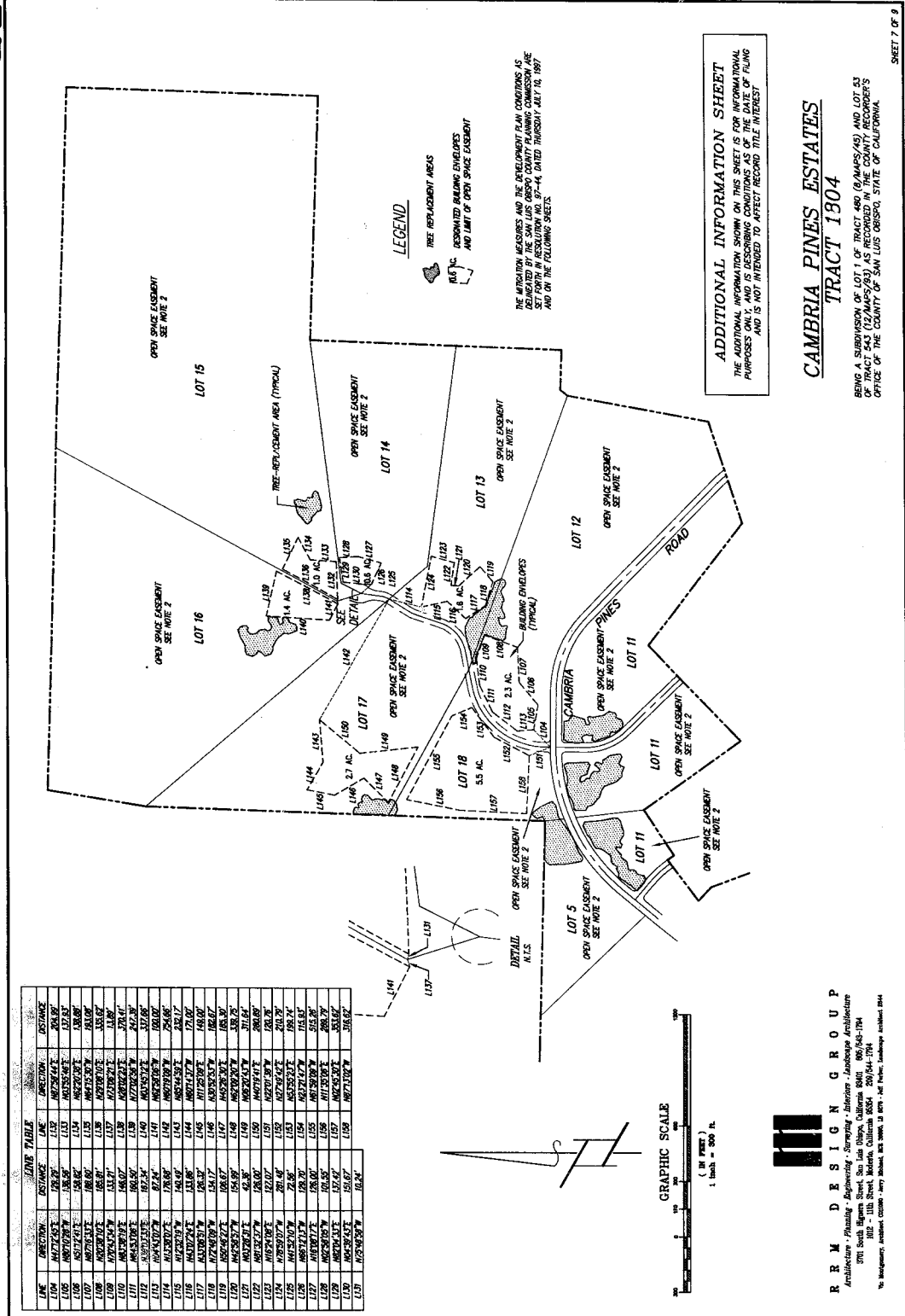
**RRM DESIGN GROUP**  
 Architecture - Planning - Engineering - Surveying - Interiors - Landscape Architecture  
 3760 South Highways Street, San Luis Obispo, California 94801 805/348-1794  
 1002 - 11th Street, Berkeley, California 94604 510/844-1794

**LEGEND**  
 TREE REPLACEMENT AREAS  
 RIPARIAN BUFFERS AND EASEMENTS  
 OPEN SPACE EASEMENTS  
 THE MITIGATION MEASURES AND THE REDEVELOPMENT PLAN CONDITIONS AS DELIVERED BY THE SAN LUIS OBISPO COUNTY PLANNING COMMISSION ARE SET FORTH IN RESOLUTION NO. 9-14, DATED THURSDAY JULY 10, 1997 AND ON THE FOLLOWING SHEETS:



# MITIGATION REQUIREMENTS

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# MITIGATION REQUIREMENTS

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## MITIGATION MEASURES

### MITIGATION MONITORING PROGRAM

The applicant, Cambria West/Estate, will be primarily responsible for ensuring that all project mitigation measures are completed with. Compliance with the mitigation measures and conditions of approval shall be ensured by the Department of Planning and Building's Planning Division and Environmental Division. Mitigation measures are programmed to occur at, and prior to, the following milestones:

- Prior to commencement of construction
  - During Project Construction
  - After Project Close of Construction
  - Prior to Reconstruction of the Final Map
  - Prior to Approval of Construction/Grading Permits
  - Prior to Approval of Landscape Plan
  - Prior to Approval of Bulky Permits
  - Prior to issuance of Occupancy Permits
- Connecting each of the mitigation measures to these milestones will integrate mitigation monitoring into existing County processes, as encouraged by CEQA. In such instances, implementation of the mitigation measure will be accomplished in parallel with another activity associated with the project.

### ii. MITIGATION MEASURES

The following table provides to the applicant where it is applicable at the beginning of each measure and when each measure is required:

- RS - Residential
- CR - Commercial
- AS - Agricultural
- U - Utility and Districts
- PS - Public Services
- AO - Air Quality

The timing of implementation for each mitigation measure is shown in bold with the discussion for the measure. Note that certain mitigation measures are implemented at different times during the planning process.

The mitigation measures and timing for their implementation are listed below by ER reference numbers:

**[80-10]** Prior to commencement of construction, the partner of building envelope must be clearly identified to the pre-selected access route(s) to minimize disturbance of Monterey pine forest and cost the oak woodland habitat located in the vicinity of each proposed development site.

**[80-15]** Prior to reconstruction of the final map, a Monterey Pine Forest Mitigation Program for the project site must be established to minimize the loss of Monterey pine that could potentially occur on Lots 1, 2, 3, 4, 9 and 10. The plan of primary tree preservation shall be prepared by the applicant and approved by the County's Division of Planning and Building (DOPB) and the County's Division of Planning and Building (DOPB). Additional specific guidelines for retaining individual trees have been identified in Appendix 6.1 of the ER. Additional specific guidelines for retaining individual trees have been identified in Appendix 6.1 of the ER. Additional specific guidelines for retaining individual trees have been identified in Appendix 6.1 of the ER. Additional specific guidelines for retaining individual trees have been identified in Appendix 6.1 of the ER.

As part of the Monterey Pine Forest Mitigation Program, appropriate measures must be implemented, as identified in the County's Guidelines for Retention and Replanting Individual Trees prior to and during construction of residences with Lots 1 through 5 and guidelines established as part of Mitigation Measure 1 of the Monterey Pine Forest Mitigation Program.

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**R R M D E S I G N G R O U P**  
Architectural • Planning • Engineering • Surveying • Interiors • Landscape Architecture  
3701 South Higgins Street, San Jose, California 95128 950/543-1700  
1802 - 11th Street, Modesto, California 95804 209/544-7000  
In Modesto, California, contact: 950/543-1700, 1802 - 11th Street, Modesto, California 95804.

Prior to commencement of construction, identify all existing trees and develop and submit a tree inventory and map of the project site. The tree inventory and map shall include the location, species, and diameter of all trees located within the project site and within 100 feet of the project site.

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Two reviews on Lots 1 through 5 deemed necessary shall be conducted between the months of April through August when monarch butterflies are not residing on the identified winter site.

If the proposed winter site is located within the boundaries of the Monterey pine forest, the applicant shall submit a plan of action to the County for the winter site. The plan of action shall include a description of the winter site, a map of the winter site, and a description of the measures to be taken to ensure the winter site is suitable for monarch butterflies.

Prior to commencement of construction, identify all existing trees and develop and submit a tree inventory and map of the project site. The tree inventory and map shall include the location, species, and diameter of all trees located within the project site and within 100 feet of the project site.

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**ADDITIONAL INFORMATION SHEET**  
THE ADDITIONAL INFORMATION SHEET IS FOR THE USE OF THE APPLICANT AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST.

**CAMBRIA PINES ESTATES**  
**TRACT 1804**

BEING A SUBDIVISION OF LOT 1 OF TRACT 480 (8/AMPS/43) AND LOT 53 OF TRACT 543 (12/AMPS/23) AS RECORDED IN THE COUNTY RECORDER'S OFFICE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

SHEET 6 OF 9

# MITIGATION REQUIREMENTS

22

## MITIGATION MEASURES (CONT.)

(P-10) Prior to approval of grading permits for individual project components the area in site or gravelly areas shall be stabilized with a concrete or gravel concrete surface. As part of the grading permit application, the applicant shall submit a plan showing the proposed stabilization measures for the erosion control and sediment control. Prior to approval of grading permits for the project components, grading and sedimentation shall be incorporated into the erosion control and sedimentation plan. These plans shall be reviewed and approved by the County of San Luis Obispo.

(P-11) Prior to issuance of occupancy permits, all new drainage infrastructure shall incorporate measures to prevent erosion. All new drainage infrastructure shall include sediment and grass erosion structures, and shall be installed by the project developer.

(P-12) Prior to installation of the final map, the CZUD shall address the correct use of drainage infrastructure. The project developer shall submit a plan showing the proposed drainage infrastructure, and shall be reviewed and approved by the County of San Luis Obispo.

(P-13) Prior to approval of building permits for Lots 17 and 18, the developer shall demonstrate the Lot 17 and 18 shall not be included in the drainage design. If drainage lines would be installed on the proposed building envelopes on these lots, the envelope shall be reconfigured to meet Lots 17 and 18. The drainage design shall be reviewed and approved by the County of San Luis Obispo. The drainage design shall be installed prior to the occupancy of proposed structures on Lots 17 and 18.

(P-14) Prior to approval of building permits, construction equipment shall be in proper operating condition and fitted with factory standard safety features.

(P-15) Prior to commencement of construction, all safety vehicles shall be established that are oriented away from property boundaries which shall satisfy safety standards.

(P-16) Prior to commencement of construction, vehicle safety areas shall be established that are located on or as near as possible from occupied structures.

(P-17) Prior to approval of the construction program, the program shall establish that the number of construction vehicles on site shall be arranged to occur together to meet contributing portion of project component.

(P-18) Prior to approval of the construction program, the program shall establish that construction vehicles shall be limited to the hours of 7 a.m. to 6 p.m.

(P-19) Prior to approval of the construction program, the program shall establish that project construction activities shall be limited to the hours of 7 a.m. to 6 p.m.

(P-20) Grading and other project construction, the earth barrier between Lots 6 through 10 and State Street shall remain unobstructed to continue to provide a natural sound barrier.

(P-21) Grading and other project construction, the earth barrier between Lots 6 through 10 and State Street shall remain unobstructed to continue to provide a natural sound barrier.

(P-22) Grading and other project construction, the earth barrier between Lots 6 through 10 and State Street shall remain unobstructed to continue to provide a natural sound barrier.

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(P-30) Grading and other project construction, the earth barrier between Lots 6 through 10 and State Street shall remain unobstructed to continue to provide a natural sound barrier.

(P-31) Prior to issuance of occupancy permits, new development shall be required to utilize water conserving methods of any appliances installed during construction. Such appliances must be listed, but not necessarily be limited to, dishwashers.

(P-32) Prior to approval of a landscaping plan, the County shall determine that development shall utilize alternative irrigation systems which minimize surface runoff and evaporation and maximize the water which will return to the ground.

(P-33) Prior to issuance of occupancy permits, connection fees and use fees shall be assessed by the CZUD to finance water delivery system improvements.

(P-34) Prior to and during project construction, the applicant shall ensure that all contractor's equipment is in proper operating condition and is in compliance with all pollution control regulations.

(P-35) Prior to approval of a landscaping plan, the County shall determine that development shall utilize alternative irrigation systems which minimize surface runoff and evaporation and maximize the water which will return to the ground.

(P-36) During project construction, water trucks or similar systems shall be used to prevent dust from leaving the site and to create a crust over each day's activities.

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The approved maximum building heights as follows (which shall be measured in accordance with the CZUD unless otherwise noted):

- a. Lots 1-3: 27 feet
- b. Lots 4-7: 27 feet above average finished grade
- c. Lots 8-11: 27 feet
- d. Lots 12-16: 35 feet

Other use permits shall be required on Lots 1-19 for future lot development.

**Visual Mitigation**

4. At the time of application for minor use permits on Lots 6 and 7, the applicant shall submit a site plan showing the proposed structures and the proposed landscaping. The proposed structures shall not be sited against the sky line from State Street Highway 1.

**Landscaping Mitigation**

a. Prior to issuance of construction permits or as part of subdivision improvement plans, the applicant shall submit the landscape, fencing, and entry sign plans consistent with the preliminary plans, to the Development Services Section of the Department of Planning and Building for review and approval. To include the following:

- 1. Existing particular fencing on the entire 300-acre property is to remain.
- 2. Fencing is not permitted on property lines for Lots 1-10. Outdoor markers may be used for reference of the fence line.
- 3. Barbed wire of suitable fencing may be used to separate Lot 11 from Lots 1 and 2.
- 4. On Lot 17, the archeologically sensitive area shall be fenced off as part of the open space protection for that lot.

**Agency Review**

6. Prior to any construction activities in the public right-of-way, an encroachment permit shall be obtained from the County Engineering Department.

7. Prior to issuance of any permits, a letter of clearance from the California Department of Forestry and the CSDF Fire District shall be required indicating compliance with their standards and requirements.

**Open Space Agreement**

8. Prior to completion of the final map, the applicant shall record and file an open space agreement. The open space agreement shall be a minimum of 300 acres. The open space agreement on each lot shall be to be held by the County. The open space area is to be maintained as such in perpetuity. These areas within the open space shall be restricted to crop areas, or a range land, historic, archaeological, or public preserved, scenic areas, or other similar open space use.

**Construction Traffic**

9. All construction traffic for Lots 1-3 and 11-19 shall use Cambria Pine Road and State Streets 1, and shall be restricted to the hours of 7 a.m. to 6 p.m. All construction traffic for Lots 4-10 shall use Cambria Pine Road and State Streets 1, and shall be restricted to the hours of 7 a.m. to 6 p.m. All construction traffic for Lots 12-16 shall use Cambria Pine Road and State Streets 1, and shall be restricted to the hours of 7 a.m. to 6 p.m.

**Effective Time Period**

10. The approved period for this development plan shall run with the approved period for tentative tract map 1804. The applicant shall ensure that the map and any other documents submitted with the application shall be in compliance with the requirements of the map and any other documents submitted with the application. The applicant shall ensure that the map and any other documents submitted with the application shall be in compliance with the requirements of the map and any other documents submitted with the application.

**ADDITIONAL INFORMATION SHEET**  
THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES ONLY, AND IS DESCRIBING CONDITIONS AS OF THE DATE OF FILING AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST

## CAMBRIA PINES ESTATES TRACT 1804

BEING A SUBDIVISION OF LOT 1 OF TRACT 480 (9/AMPS/AS) AND LOT 53 OF TRACT 542 (12/AMPS/AS) AS RECORDED IN THE COUNTY RECORDS OFFICE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

SHEET 9 OF 9

## CONDITIONS OF APPROVAL-Development Plan

**ENVIRONMENTAL MITIGATION MEASURES**

1. Environmental Mitigation Measures is incorporated herein as though set forth in full, and shall be fully implemented in conjunction with the conditions of approval for this development plan.

2. The action approves a cluster subdivision of a 300-acre site into 18 residential lots (each 16.67 acres) and open space areas (approximately 1.5 acres to 51 acres, and open space areas comprising a minimum of 342 acres (90 percent) of the project site. The development shall conform to the revised plan dated April 11, 1997, Planning Commission Exhibit #1, and further modified by Planning Commission Exhibit #2 dated April 24, 1997.

3. The Cambria Pines Estates Design Guidelines manual (dated March, 1990) found in Appendix J of the Final Environmental Impact Report, is incorporated herein as though set forth in full, and shall be fully implemented in conjunction with the conditions of approval of this development plan. There is a specific provision of the Guidelines manual that requires the applicant to submit a plan showing the proposed landscaping and other measures to be implemented on the approved project and the conditions of approval. This approved site plan shall be fully implemented in accordance with the conditions of approval.

4. Lots 1-5: All setbacks must meet the requirements of the CZUD.

5. Lots 6-10: (1) Front setbacks - 20 feet.  
(2) Side setbacks - 10 feet if clearance is obtained from the fire department in accordance with Section 224.0 of the CZUD.  
(3) Rear setbacks - 30 feet.

6. Lots 11-18: All setbacks must meet the requirements of the CZUD.

7. All setbacks must meet the requirements of the CZUD.

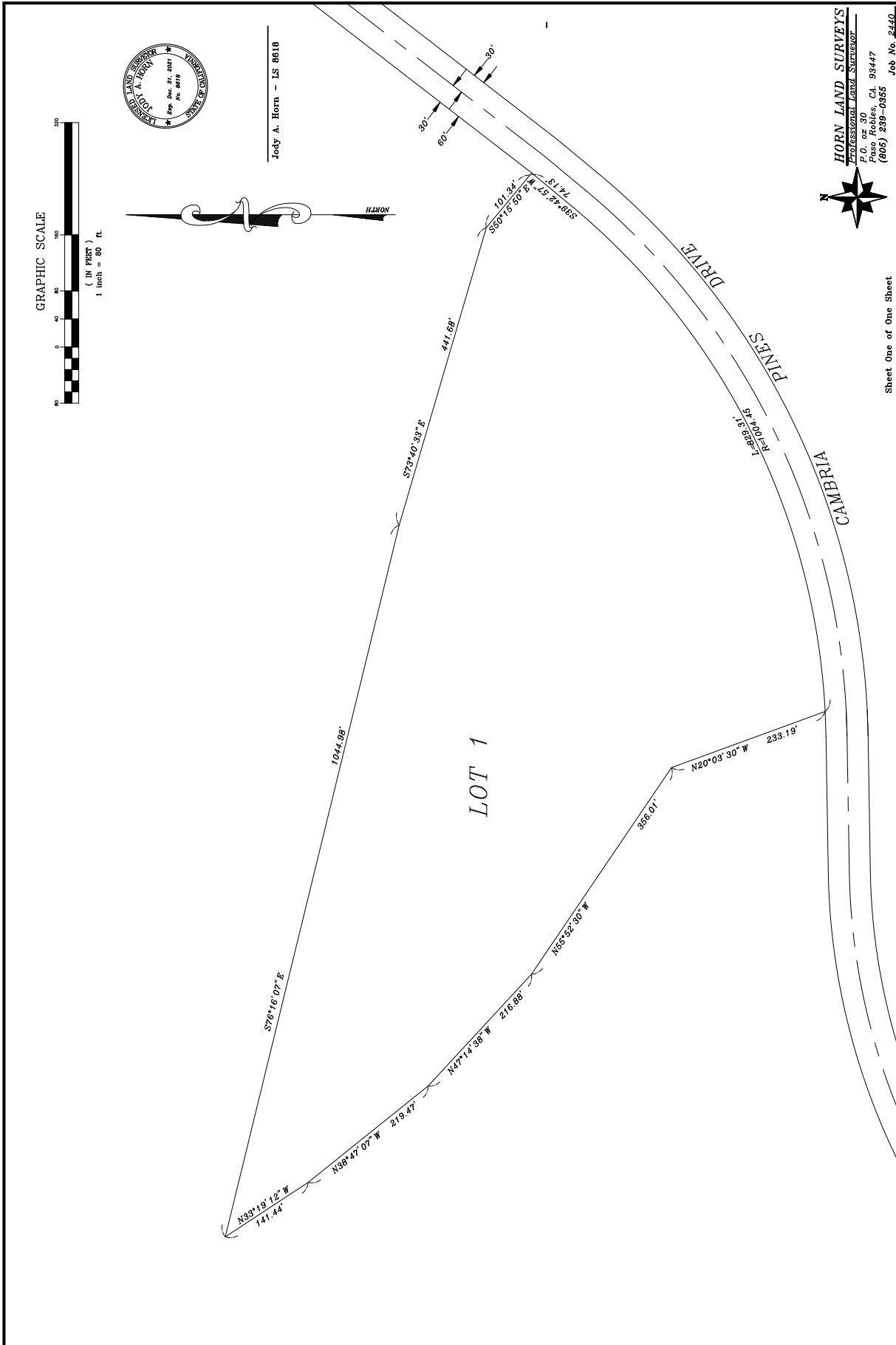
8. All setbacks must meet the requirements of the CZUD.



**RRM DESIGN GROUP**  
Architects - Planner - Designer - Surveyor - Historian - Landscape Architect  
3011 South E Street, San Luis Obispo, California 93401 (805) 544-1704  
102 - 110, Street, Bolinas, California 94924 (415) 344-1704  
No. Montgomery, architect (04/04) 0477 Bolinas, CA 94924, 12 1/2' x 18" x 1/2" Plotter, Landscape Architect 04/04

# LOT DRAWINGS

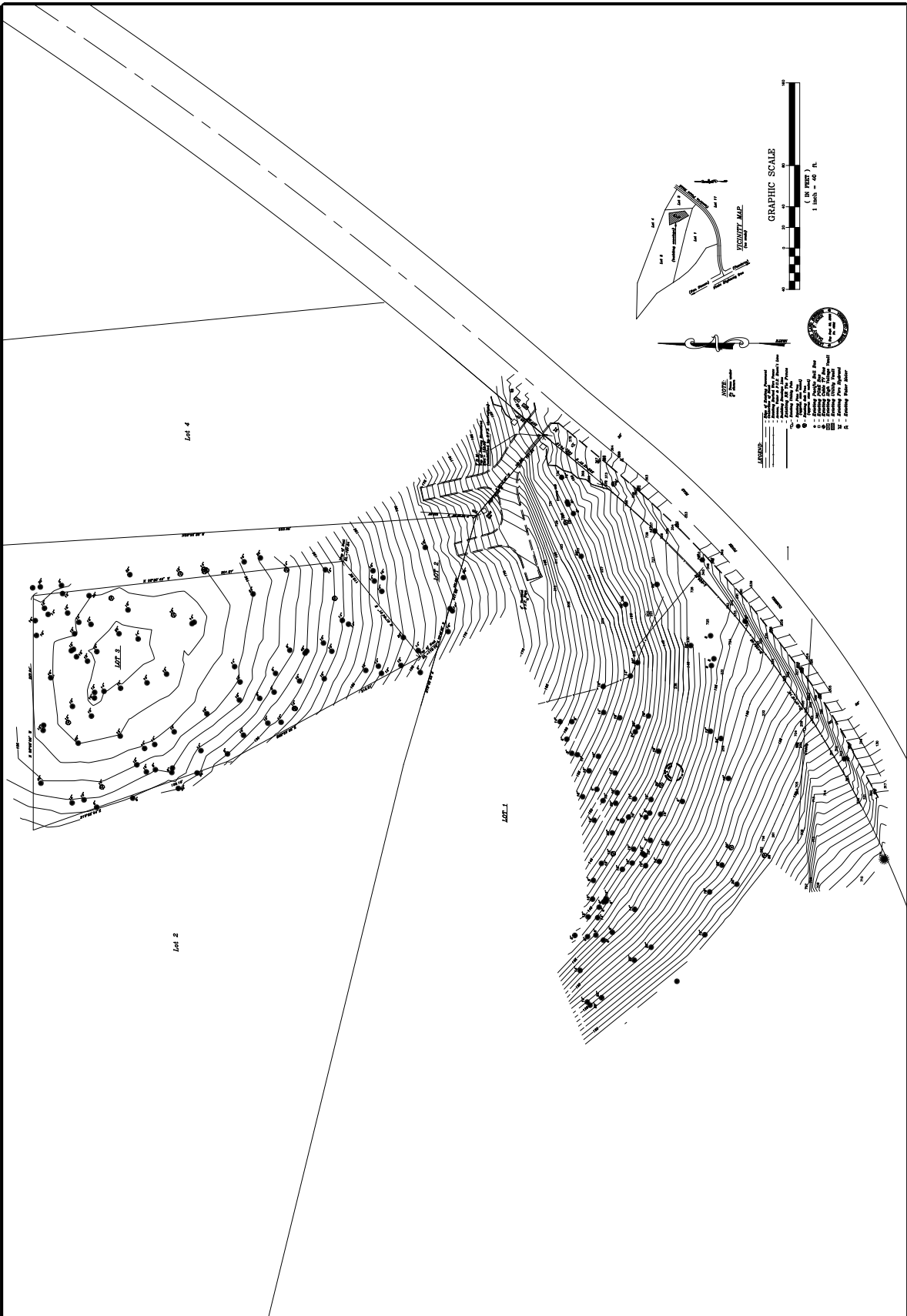
## Draft Survey Drawing



# LOT DRAWINGS

## Topographical Survey

DIVISIONS BY		Office (805) 239-0355 Fax: (805) 239-1348 566 Spring Street Paso Robles, CA. 93446	REQUESTED BY: Dave Brown P.O. Box 128 Cambria, CA. 93447	TOPOGRAPHICAL SURVEY A PORTION OF LOT 1 TRACT 1804 per 19 MB 22, Sheets 3 & 6 A.P.N. - 019-085-001 SAN LUIS OBISPO COUNTY, STATE OF CALIFORNIA	DRAWN: _____ CHECKED: _____ D.P.E. L.A.H. DATE: April, 2020	JOB No: 8499v SHEET 1 OF 1 SHEETS
		DANNY F. HORN - Land Surveyor	REQUESTED BY:	TOPOGRAPHICAL SURVEY	DRAWN:	JOB No:





# UTILITY BILL

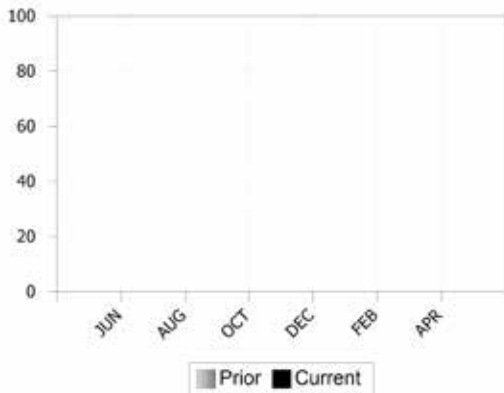
## CAMBRIA COMMUNITY SERVICES DISTRICT \* UTILITY SERVICE BILL

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

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

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

PREVIOUS BALANCE	\$56.90
PAYMENTS	(\$227.60)
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>CREDIT BALANCE</b>	<b>(\$170.70)</b>



CURRENT READING      PREVIOUS READING      USAGE

0                      0                      0

RES WATER BASE	36.64
RES WATER USE	0.00
RES WRF BASE	20.26
<b>CURRENT BILL</b>	<b>\$56.90</b>
<b>CREDIT BALANCE</b>	<b>(\$113.80)</b>
AMOUNT DUE AFTER 06/10/2022	(\$113.80)

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

Customers may pay online at: [www.officialpayments.com](http://www.officialpayments.com). Or by phone, by calling 1-800-272-9829.

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

Please detach and return this portion with your payment.



CAMBRIA COMMUNITY SERVICES DISTRICT  
 1316 Tamsen Street, Suite 201  
 PO Box 65  
 Cambria CA 93428  
[www.cambriacsd.org](http://www.cambriacsd.org)

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

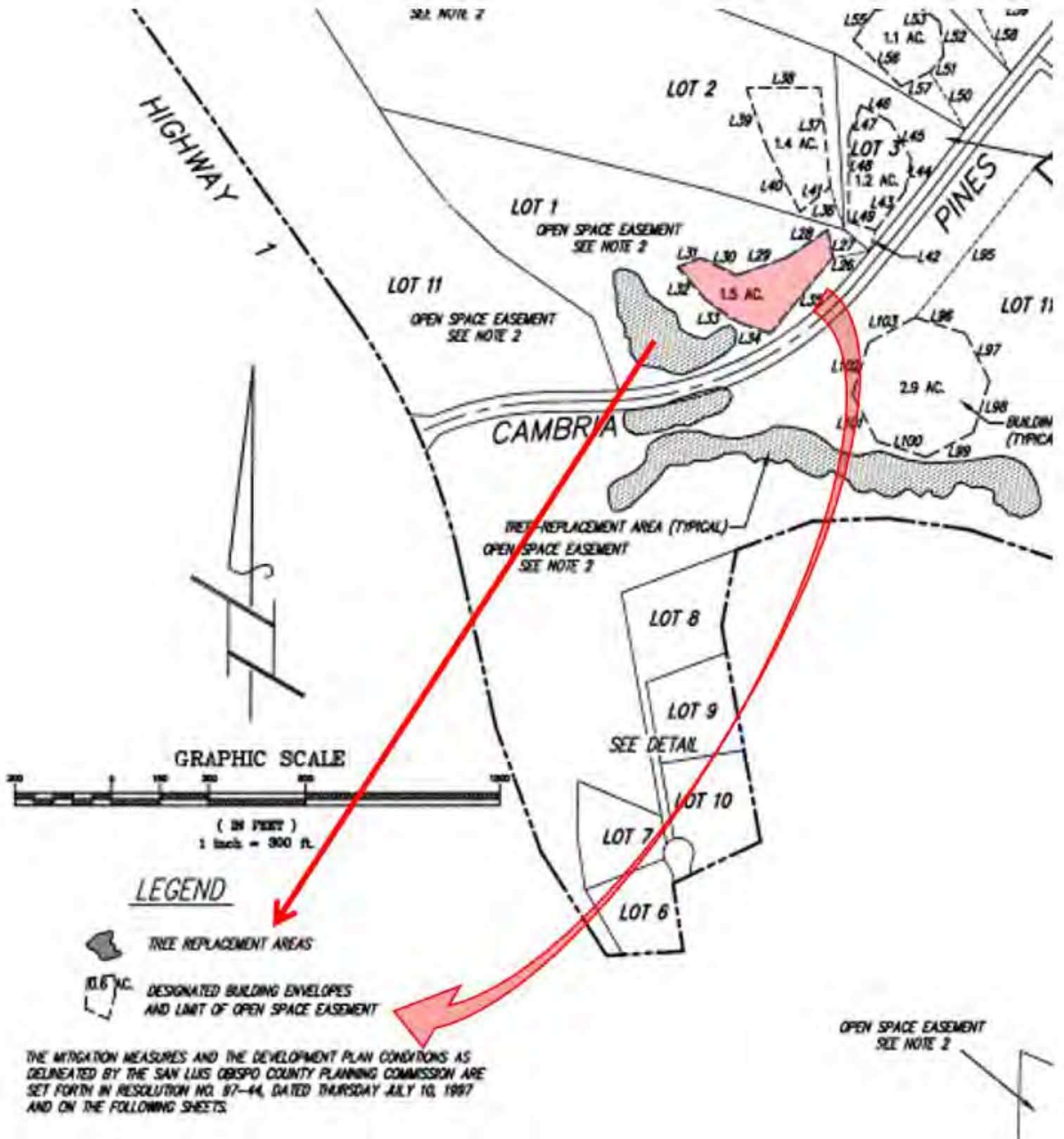


ASSEMI BROTHERS  
 ATTN: CASSIE MILLER  
 1396 W HERNDON AVE STE 110  
 FRESNO, CA 93711-7126

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

# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Map



# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

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20000323

Doc No: 2000-034703

Hpt No: 00046434

Official Records  
San Luis Obispo Co.  
Julie L. Rodewald  
Recorder  
Jun 23, 2000  
Time: 08:00

NF - 1	0.00
-----	
TOTAL	0.00

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO  
CO. CLERK

[ 19 ]

### IN THE BOARD OF SUPERVISORS COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Tues day June 20, 20 00

**PRESENT:** Supervisors Harry L. Ovitt, Shirley Bianchi, K.H. "Katcho" Achadjian,  
Michael P. Ryan and Chairperson Peg Pinard

**ABSENT:** None

#### RESOLUTION NO. 2000-256

#### RESOLUTION APPROVING AND ACCEPTING AN OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE EASEMENT TO THE COUNTY OF SAN LUIS OBISPO BY WALTER H. LIEMERT CO., A CALIFORNIA CORPORATION AND CAMBRIA WEST, A JOINT VENTURE

The following resolution is now offered and read:

**WHEREAS**, the County of San Luis Obispo has been duly requested to approve and accept a certain grant and offer to dedicate to the County of San Luis Obispo as open-space that certain real property described in the open-space agreement attached hereto and made a part hereof; and

**WHEREAS**, the County Engineer by letter dated June 20, 2000 has duly recommended that the Board of Supervisors approve and accept such offer of dedication to the County of San Luis Obispo, and has further recommended that such action is consistent with the County's general plan.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. The Board of Supervisors finds and determines that the preservation of land offered for dedication to the County of San Luis Obispo as open-space in the attached agreement is consistent with the County's general plan; that the land is essentially unimproved and if retained in its natural state has scenic value to the public and is valuable as a watershed, and the offer of dedication contained in said agreement contains appropriate covenants to that end; that it is in the public interest that the land be retained as open space because such land will add to the amenities of living in neighboring urbanized areas, and that approval of the above agreement is categorically exempt from the requirements of the California Environmental Quality Act

2. The Open Space Agreement Granting An Open Space Easement To The County of San Luis Obispo, a copy of which is attached hereto as Exhibit A and is incorporated by reference herein as though so

*(Handwritten initials)*



# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

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forth in full, is hereby approved and the dedication contained therein is hereby accepted by the County of San Luis Obispo and the Chairperson of the Board of Supervisors is hereby authorized and directed to execute said agreement on behalf of the County of San Luis Obispo.

3. The County Clerk is hereby authorized and directed to record the above agreement and a certified copy of this resolution in the office of the County Recorder of the County of San Luis Obispo, and file a copy of said agreement and resolution with the County Assessor of the County of San Luis Obispo.

Upon motion of Supervisor Ryan, seconded by Supervisor Blanchi, and on the following roll call vote, to-wit:

AYES: Supervisors Ryan, Blanchi, Ovitt, Achadjian, Chairperson Pinard

NOES: None

ABSENT: None

ABSTAINING: None

the foregoing resolution is hereby adopted.

*[Signature]*  
Chairperson of the Board of Supervisors

ATTEST:

JULIE L. RODEWALD  
Clerk of the Board of Supervisors  
of the Board of Supervisors, County  
of San Luis Obispo, State of California  
BY *[Signature]* Deputy Clerk  
APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.  
County Counsel

BY: *[Signature]*  
Deputy County Counsel

DATED: *June 7, 2000*

[SEAL]

STATE OF CALIFORNIA ) ss  
COUNTY OF SAN LUIS OBISPO )  
I, JULIE L. RODEWALD, County Clerk of the above  
entitled County, and County Clerk of the Board  
of Supervisors, do hereby certify the foregoing  
to be a true and correct copy of an original  
entered in the records of said Board of Super-  
visors, and the remaining of record in my office.  
Witness my hand and seal of said Board of  
Supervisors this 6-22-00  
JULIE RODEWALD  
County Clerk and Ex. Office Clerk  
of the Board of Supervisors  
*[Signature]*  
Deputy Clerk

A Tract 1804 as

# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

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CMBR-W-CA

**RECORDING REQUESTED BY:**

County of San Luis Obispo

**AND WHEN RECORDED MAIL TO:**

Clerk of the Board of Supervisors  
County of San Luis Obispo  
County Government Center  
San Luis Obispo, CA 93408

APN 013-081-038  
013-081-039  
013-081-047  
013-081-049

**OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE EASEMENT  
TO THE COUNTY OF SAN LUIS OBISPO**

THIS AGREEMENT is made and entered into this 20 day of June,  
<sup>2000</sup>19 by and between WALTER H. LEIMERT CO., a California corporation, and  
CAMBRIA WEST, a joint venture composed of CAMBRIA PROPERTIES, a California  
limited partnership, and WALTER H. LEIMERT COMPANY, a California corporation  
(also known as WALTER H. LEIMERT CO., a California corporation), hereinafter  
collectively referred to as "Owner," and the COUNTY OF SAN LUIS OBISPO, a political  
subdivision of the State of California, hereinafter referred to as "County."

**WITNESSETH:**

WHEREAS, Owner is the record owner of certain real property (hereinafter  
referred to as the "Owner's Property") located in the unincorporated area of County of

ck title rpt

*Handwritten initials/signature*

# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

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San Luis Obispo, State of California, which is more particularly described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, as a condition of approval of Development Plan D910279D ("Development Plan") authorizing a cluster division of real property and as a condition precedent to the approval of a final tract map for Tract 1804 ("Subdivision Map") by County for Owner's Property, Owner is required to enter into an agreement with the County, on behalf of itself and its successors in interest, whereby the Owner grants an open-space easement to the County for the benefit of the public, including the lots being created in said subdivision; and

WHEREAS, Owner intends that the restrictions contained in this Agreement shall apply to that portion of Owner's Property (hereinafter referred to as the "Subject Property") which is more particularly described in Exhibit B attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, execution of this Agreement by Owner and County, and the subsequent performance of its obligations by Owner and its successors in interest, will satisfy the requirement for dedication of an open-space easement imposed by the County's general plan and land use regulations and made a condition of approval of the Development Plan and the tentative tract map referred to above; and

WHEREAS, the Subject Property has certain natural scenic beauty and existing openness, and subject to the reservations hereafter agreed to, both Owner and County desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of said property of the Owner; and

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# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

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WHEREAS, Owner is willing to grant to County the scenic use, as hereinafter expressed, of the land and thereby protect the present scenic beauty and existing openness of the Subject Property by the restricted use of said property by Owner through the imposition of the conditions hereinafter expressed; and

WHEREAS, both Owner and County intend that the terms, conditions, and restrictions of the open-space easement granted in this Agreement are in compliance with Government Code sections 51070 through 51097, inclusive, hereinafter referred to as the "Open-Space Easement Act of 1974," so as to be an enforceable restriction under the provisions of Revenue and Taxation Code section 422; and

WHEREAS, Owner has supplied County with a current title company preliminary title report or preliminary subdivision guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Subject Property.

NOW, THEREFORE, in consideration of the premises and in compliance with the provisions of Government Code sections 51070 through 51097, inclusive, and in further consideration of the mutual promises, covenants, and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto agree as follows:

1. Grant of open-space easement. Owner hereby grants to County, for the term specified in paragraph 8 below, an open-space easement in and to the Subject Property described above. The open-space easement granted herein conveys to County an estate and interest in the real property of the nature and character specified in the Open-Space Easement Act of 1974, which is subject to the express conditions

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# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

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and restrictions imposed herein upon the use of the property by Owner. To that end, and for the purpose of accomplishing the intent of the parties hereto, Owner covenants on behalf of itself, its successors and assigns with the County, its successors and assigns to do and refrain from doing, severally and collectively, upon the Subject Property, the various acts hereinafter mentioned.

2. Restrictions on use of the Subject Property. The restrictions imposed upon the use of the Subject Property by Owner and its successors in interest and the acts which Owner and its successors in interest shall refrain from doing, and permit to be done, upon the Subject Property are as follows:

(a) No buildings, structures, or other improvements shall be placed, constructed, or erected upon the Subject Property except as otherwise authorized by the approved Development Plan and Subdivision Map referred to above.

(b) No advertising of any kind or nature shall be located on or within the Subject Property, except for "For Sale" and "For Lease" signs related to individual lots in the subdivision that comply with the County's Sign Ordinance, and except that the sign currently located on Parcel 11 may remain on the parcel until Owner sells all lots located in Tract 1804 and located in adjoining Tract 543, at which time the sign shall be removed.

(c) Owner shall not plant or permit to be planted any vegetation upon the Subject Property except for crop production (as defined in paragraph 3 of this Agreement), range land grasses, natural or ornamental landscaping, and as otherwise authorized by the approved Development Plan and Subdivision Map referred to above (including the Monterey Pine and Oak Mitigation Program approved by the County in

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# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

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connection with the Subdivision Map), and such vegetation as may be necessary for erosion control.

(d) Except for the construction, alteration, relocation, and maintenance of public roads, private access roads, or driveways, if any, as shown on the approved Development Plan or Subdivision Map referred to above, the general topography of the landscape shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made except in connection with uses reserved to Owner under paragraph 3 of this Agreement.

(e) No use of the Subject Property which will or does materially alter the landscape or other attractive scenic features of the property, other than those reserved to Owner under paragraph 3 of this Agreement, shall be done or suffered.

(f) Owner shall not extract natural resources from the Subject Property, except for development of Owner's underlying water rights.

(g) Owner shall not cut timber, trees, or other natural growth, except as may be required for agricultural use of the Subject Property and fire protection, thinning, elimination of diseased growth, and similar protective measures, and except as may be allowed or required under the terms of the Monterey Pine and Oak Mitigation Program approved by the County in connection with the Subdivision Map.

(h) Owner shall not use the Subject Property or any portion thereof as a parking lot, storage area, or dump site or otherwise deposit or allow to be deposited on the Subject Property or any portion thereof, temporarily or otherwise, anything whatsoever which is not indigenous or natural to the Subject Property, except in connection with uses reserved to Owner under paragraph 3 of this Agreement

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# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

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(i) Owner shall not cover or cause the Subject Property to be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land nor otherwise disturb the natural cover of the land, except in connection with uses reserved to Owner under paragraph 3 of this Agreement.

(j) Except for a resubdivision involving all of Tract 1804, no further land division of any of the lots created by this subdivision on Owner's Property shall occur or be applied for by Owner or its successors in interest, nor shall Owner or its successors in interest otherwise convey (other than under threat of condemnation) a portion of a legal lot less than the whole to one or more parties or convey an entire legal lot to two or more parties each of whom acquire title to less than the whole of the said lot. Any such conveyance or transfer of a legal lot or a portion thereof by Owner or its successors in interest shall be considered null and void. Provided, however, the provisions of this subparagraph shall not prevent Owner or its successors in interest from applying for and transferring a portion of a legal lot pursuant to a lot line adjustment application approved by the County.

3. Reservations of use by Owner. Notwithstanding the provisions of paragraph 2 above, the following property rights in the Subject Property are excepted from this grant and are expressly reserved to Owner:

(a) The right to maintain all existing private roads, bridges, trails, signs, and structures lawfully erected and maintained upon the Subject Property, provided that signs shall only be erected and allowed to exist as specified in paragraph 2(b) above

BY  
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# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

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(b) The right to construct, develop, and maintain all roads, utilities, trails, fences, and other improvements authorized in the approved Development Plan and Subdivision Map referred to above, and any amendments or modifications thereto which may be approved by the County.

(c) The right to construct, develop, and maintain private water sources and water systems on the Subject Property for the use and benefit of the Subject Property and the clustered lots authorized to be created by the approved Development Plan and Subdivision Map referred to above.

(d) The right to undertake any of the following uses: crop production or range land; historic, archaeological, or wildlife preserves; scenic areas; or other similar open-space use. "Crop production" and "range land" uses are defined as: agricultural uses including production of grains, field crops, vegetables, melons, fruits, tree nuts, flower fields and seed production, ornamental crops, tree and sod farms, associated crop preparation services and harvesting activities including but not limited to mechanical soil preparation, irrigation system construction, spraying, crop processing and sales in the field not involving a permanent structure, and the raising and feeding of beef cattle, sheep, and goats by grazing or pasturing, not including feedlots. Provided, however, the right to undertake these uses does not include the right to construct or install agricultural accessory buildings on the Subject Property unless subsequently authorized by an amendment to the Development Plan approved by the County.

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# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

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4. Compliance with County regulations. Land uses permitted or reserved to Owner in this Agreement are subject to and require compliance with all County ordinances and regulations, including those regulating land use.

5. Construction of improvements. Owner shall not construct or permit the construction of any improvements on the Subject Property except as expressly reserved herein or as authorized in the Open-Space Easement Act of 1974. Provided, however, nothing contained in this Agreement shall prohibit the construction of either public service facilities installed for the benefit of the Subject Property or public service facilities installed pursuant to an authorization of the Board of Supervisors of the County or the Public Utilities Commission.

6. No authorization for public trespass. The grant of easement contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Subject Property or as granting to the public or any member thereof any tangible rights in or to the Subject Property or the right to go upon or use or utilize the Subject Property in any manner whatsoever. It is understood that the purpose of this Agreement is solely to restrict the uses to which the Subject Property may be put so that the property may be kept as near as possible in its natural condition for the benefit of the public, including the lots being created in the above subdivision.

7. Effect on prior easements. Nothing contained in this Agreement shall limit or affect any easements that are of record and that have been heretofore granted by Owner on, over, under, or across the Subject Property or any portion thereof.

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# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

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parties created hereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

14. Enforceability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

15. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director of Planning and Building, County of San Luis Obispo, County Government Center, San Luis Obispo, California 93408. Notices required to be given to Owner shall be addressed as follows: Walter H. Leimert Co., Attention: Walter H. Leimert, Jr., 606 N. Larchmont Blvd., Suite 300, Los Angeles, CA 90004.

Provided that any party may change such address by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

16. Agreement to be recorded. Owner and County intend and consent to the recordation of this Agreement in the office of the County Recorder of the County of San Luis Obispo

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

WHL  
2/22/20

# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

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CONFIDENTIAL

WALTER H. LEIMERT CO.  
a California corporation

By: Walter H. Leimert  
its president

By: Walter H. Leimert  
its Vice Pres.

CAMBRIA WEST  
a joint venture

By: CAMBRIA PROPERTIES LIMITED  
a California limited partnership,  
a joint venturer

By: Michael West  
its General Partner

By: \_\_\_\_\_  
its \_\_\_\_\_

By: WALTER H. LEIMERT CO.  
a California corporation  
a joint venturer

By: Walter H. Leimert  
its president

By: Walter H. Leimert  
its vice pres.

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# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

2000 MAY 17 2003

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 8807

State of California  
 County of Los Angeles  
 On 17<sup>th</sup> May 2000 before me, JULIE ANZUNGA LEVY  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"  
 personally appeared Walter H. Leiment Jr and Walter H. Leiment III  
NAME(S) OF SIGNER(S)

personally known to me - OR -  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.



WITNESS my hand and official seal.

Julie Anzunga Levoy  
SIGNATURE OF NOTARY

**OPTIONAL**

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

<p><b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> INDIVIDUAL  <input checked="" type="checkbox"/> CORPORATE OFFICER</p> <p>TITLE(S) _____</p> <p><input type="checkbox"/> PARTNER(S)      <input type="checkbox"/> LIMITED  <input type="checkbox"/> ATTORNEY-IN-FACT      <input type="checkbox"/> GENERAL  <input type="checkbox"/> TRUSTEE(S)  <input type="checkbox"/> GUARDIAN/CONSERVATOR  <input type="checkbox"/> OTHER: _____</p>	<p><b>DESCRIPTION OF ATTACHED DOCUMENT</b></p> <p><u>Open Space Agreement</u>  <small>TITLE OR TYPE OF DOCUMENT</small></p> <p><u>15</u>  <small>NUMBER OF PAGES</small></p> <p><u>5/17/2000</u>  <small>DATE OF DOCUMENT</small></p>
---	---

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(ES) \_\_\_\_\_  
 SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

NO 5907

State of California  
 County of Orange  
 On 5/16/00 before me, Barbara A DeLeone  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"  
 personally appeared J. Michael West  
NAME(S) OF SIGNER(S)

personally known to me - OR -  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.



WITNESS my hand and official seal.

Barbara A. De Leone  
SIGNATURE OF NOTARY

---

**OPTIONAL**

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

<p><b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> INDIVIDUAL  <input type="checkbox"/> CORPORATE OFFICER  <u>General Partner</u>  <small>TITLE(S)</small></p> <p><input type="checkbox"/> PARTNER(S)      <input type="checkbox"/> LIMITED  <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT  <input type="checkbox"/> TRUSTEE(S)  <input type="checkbox"/> GUARDIAN/CONSERVATOR  <input type="checkbox"/> OTHER: _____</p> <p><b>SIGNER IS REPRESENTING:</b>  <small>NAME OF PERSON(S) OR ENTITY(IES)</small>          _____</p>	<p><b>DESCRIPTION OF ATTACHED DOCUMENT</b></p> <p><u>Open Space Agreement</u>  <small>TITLE OR TYPE OF DOCUMENT</small>  <u>granting an open space easement</u>  <u>13 + 2 exhibits</u>  <small>NUMBER OF PAGES</small>  <u>5/16/00</u>  <small>DATE OF DOCUMENT</small>  <u>2</u>  <small>SIGNER(S) OTHER THAN NAMED ABOVE</small></p>
---	---

# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

20000200

05071433

COUNTY OF SAN LUIS OBISPO

By: Peg Pineda  
Chairperson of the Board of Supervisors

ATTEST:

JULIE L. RODEWALD  
Clerk of the Board of Supervisors By: [Signature]  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.  
County Counsel

By: [Signature]  
Deputy County Counsel

Dated: June 7, 2000

LEGAL DESCRIPTION APPROVED AS TO FORM:

TIMOTHY P. NANSON  
County Engineer

By: [Signature]

Dated: 6/7/2000

[NOTE: This Open-Space Agreement will be recorded. All signatures to this Agreement must be acknowledged by a notary ]

012  
59

# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

2000 JUN 20 11 43 AM

STATE OF CALIFORNIA )  
COUNTY OF SAN LUIS OBISPO)

On June 20, 2000 before me, Cherie Aispuro, Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared Peg Pinard, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JULIE L. RODEWALD, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By *Cherie Aispuro*  
Deputy County Clerk-Recorder





# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

200303

03474703

### EXHIBIT A

All of Tract 1804 as shown on a map recorded in Book 19, Page 22 of Maps,  
in the office of the County Recorder of the County of San Luis Obispo, State of  
California.

0535epagr wpd-A

B 22-61

# OPEN SPACE EASEMENT INFORMATION

## Open Space Easement Resolution & Agreement

W E B

C A M B R I D G E

### EXHIBIT B

#### Open Space Easement, Tract 1804 Legal Description

Tract 1804 as shown on map filed in Book 19 of Maps at page 22, recorded concurrently herewith in the Recorder's Office of San Luis Obispo County, California,

EXCEPTING therefrom areas designated as building envelopes as shown on sheets 6 and 7 of said map.



E:\1998\98808 Cambria Pines Est Legal Description - Open Space.doc  
May 30, 2000

B-22  
B-62

END OF DOCUMENT

# PRELIMINARY TITLE

**ORDER NO. : 1421002131**

## **EXHIBIT A**

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

### PARCEL A:

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

### PARCEL B:

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

APN: 013-085-001

# PRELIMINARY TITLE



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

## PRELIMINARY REPORT

Our Order Number 1421002131-CF

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

When Replying Please Contact:

Cathy Faraone  
[cfaraone@ortc.com](mailto:cfaraone@ortc.com)  
(559) 440-9249

Property Address:

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

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

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

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

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

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

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

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

Page 1 of 9 Pages

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1421002131-CF

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

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

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

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

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

Assemi Brothers, LLC, a California limited liability company

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

## PARCEL A:

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

## PARCEL B:

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

APN: 013-085-001

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

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

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1421002131-CF

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

4. Terms and provisions as contained in an instrument,

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

5. Terms and provisions as contained in an instrument,

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

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

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

For : Open Space  
Affects : A portion of said land

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

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

8. Terms and provisions as contained in an instrument,

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1421002131-CF

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

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

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

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

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

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1421002131-CF

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

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

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

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

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



# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421002131-CF**

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

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

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

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

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

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421002131-CF**

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

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

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

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

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

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

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

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1421002131-CF**

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

Instrument

Entitled : Grant Deed

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

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

Dated : November 18, 2004

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

# PRELIMINARY TITLE

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1421002131-CF

## NOTE:

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

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

Information for processing a “Restrictive Covenant Modification” form:

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

The “Restrictive Covenant Modification” form is linked below:

[Restrictive Covenant Modification form](#)

# PRELIMINARY TITLE

## Exhibit I

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

#### EXCLUSIONS FROM COVERAGE

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

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

#### EXCEPTIONS FROM COVERAGE

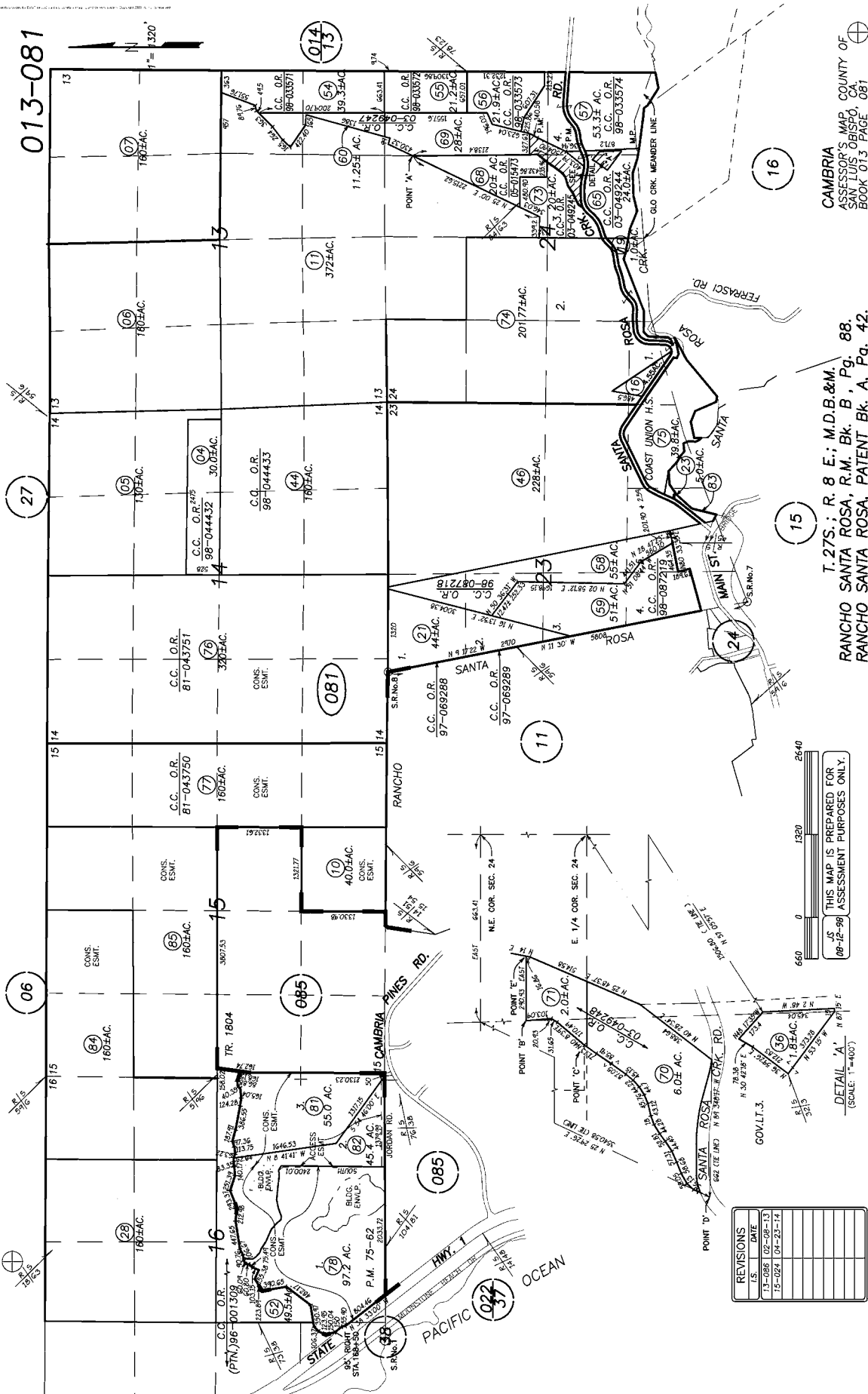
##### SCHEDULE B - PART I

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

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

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

# PRELIMINARY TITLE



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

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

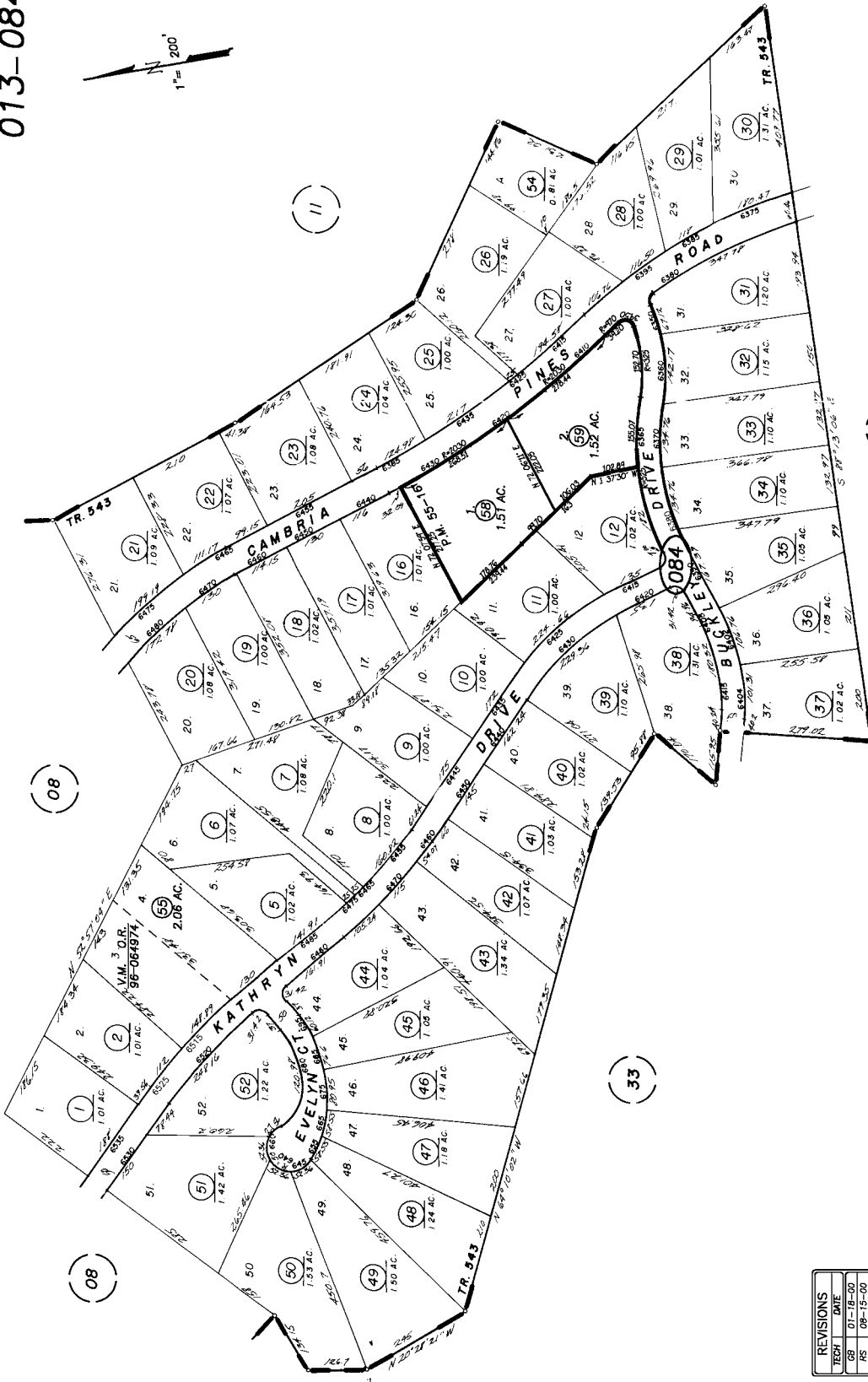
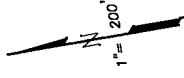
THIS MAP IS PREPARED FOR  
ASSESSMENT PURPOSES ONLY.  
08-12-99

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

REVISIONS	DATE
15	02-09-13
13	02-09-13
12	04-23-12
11	
10	
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# PRELIMINARY TITLE

013-084



CAMBRIA  
ASSESSOR S. MARIE COUNTY OF  
SAN LUIS OBISPO, CALIF.  
BOOK 013 PAGE 084

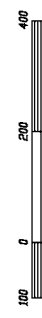
TRACT 543 ; R.M. Bk. 12, Pg. 93.

(08)

(11)

(08)

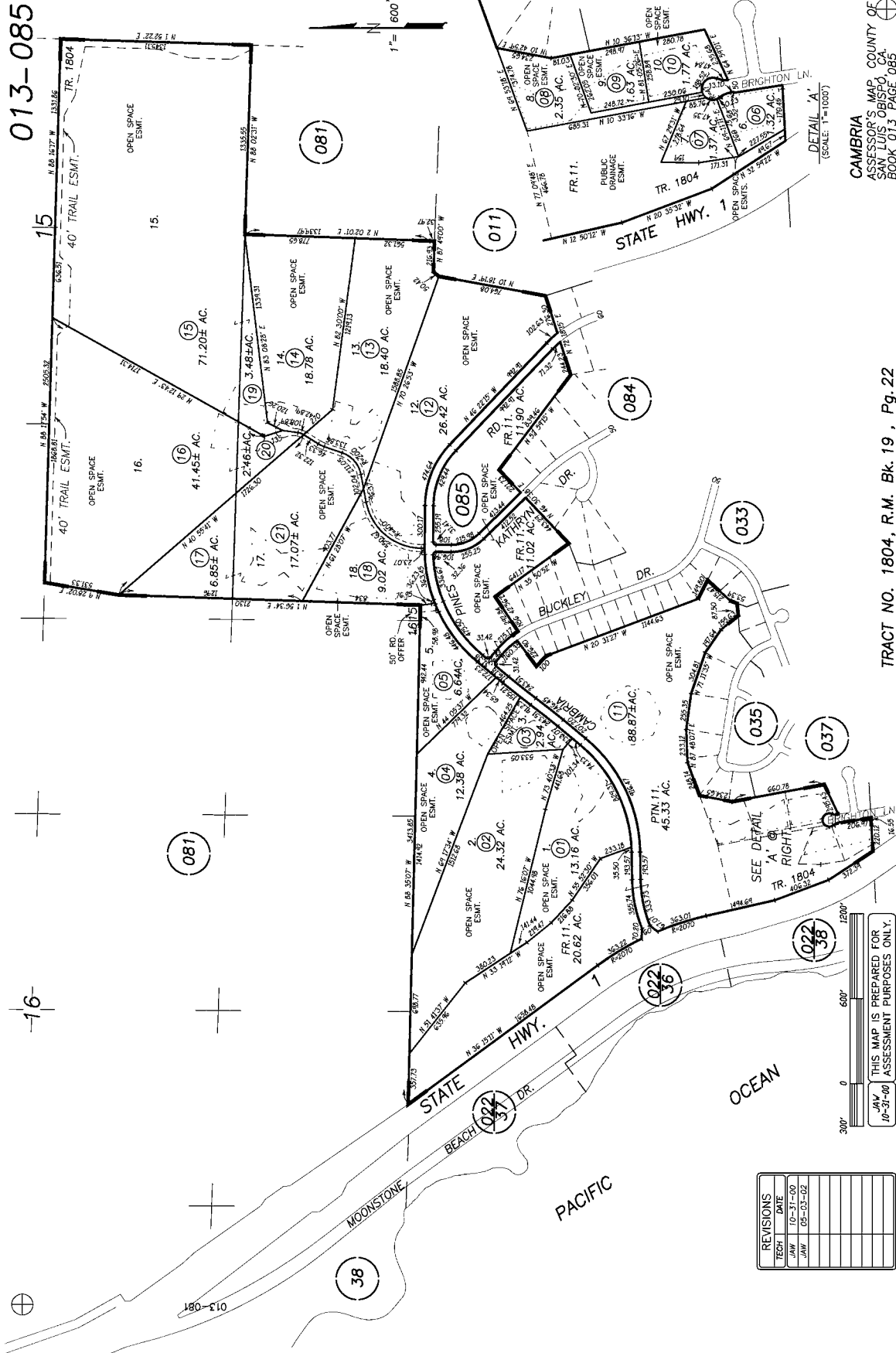
(33)



THIS MAP IS PREPARED FOR  
ASSESSMENT PURPOSES ONLY.

REVISIONS	TECH	DATE
GB	01-18-00	
RS	08-15-00	
JAW	01-02-01	
JAW	01-03-01	

# PRELIMINARY TITLE



CAMBRIA  
 ASSESSOR'S MAP COUNTY OF  
 SAN LUIS OBISPO CA  
 BOOK 013 PAGE 085

TRACT NO. 1804, R.M. Bk. 19, Pg. 22

THIS MAP IS PREPARED FOR  
 ASSESSMENT PURPOSES ONLY.

REVISIONS	TECH	DATE
	JAW	10-31-00
	JAW	05-03-02



# PHOTOS



# PHOTOS



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

**36.61±**  
*acres*  
Offered in 4 Tracts

Tracts 1-3  
Fresno *Wednesday,*  
**August 10<sup>th</sup> • 6pm**

Held at 4105 W. Figarden Drive,  
Fresno, CA

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

*California Broker:*  
**Sierra Land Company**  
Ph: 559.479.6582

Tract 4  
Cambria *Thursday,*  
**August 11<sup>th</sup> • 6pm**

Held at 2905 Burton Drive,  
Cambria, CA

6% Buyer's Premium **800.451.2709**  
[www.SchraderAuction.com](http://www.SchraderAuction.com)



**SCHRADER REAL ESTATE & AUCTION CO., INC.**  
950 N. Liberty Dr., Columbia City, IN 46725  
**260-244-7606 or 800-451-2709**  
[SchraderAuction.com](http://SchraderAuction.com)



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