

EXHIBIT B

CERTIFICATE CONFIRMING OWNERSHIP OF LAND

This Certificate Confirming Ownership ("Certificate") is made by 3B Development, Inc. (the "Landowner"), to and for the benefit of the County of Fresno (the "County") in connection with the County's proceedings for the proposed Annexation Territory No. 10A of Community Facilities District No. 2006-01 (Police Protection Services), County of Fresno (the "District"), for the public protest hearing, and for the landowner voting proceedings for the levy of the special tax that will finance the police protection services within the District, including the proposed annexation territory (collectively, the "Mello-Roos Proceedings"), all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing at section 53311) of the California Government Code, commonly known as the Mello-Roos Community Facilities Act of 1982 (collectively, the "Act") for a certain area of land described herein.

Landowner acknowledges that Landowner, together with other landowners, has entered into an Agreement, dated March 26, 2019, with the County ("Agreement") for the area of land including Tract Map No. 6189, shown and described in Exhibit "A" to this Certificate, attached hereto and incorporated herein by this reference ("Land"), and land owned by the other landowners, all described as being within the boundaries of the proposed annexation territory; and

Landowner acknowledges that, in the Agreement, Landowner represents, covenants, warrants and agrees that Landowner is the sole owner of the entire fee interest of all of the real property constituting the Land, including all rights, title and interest therein, and all land and improvements thereon and therein; and

Landowner acknowledges that, as the sole owner of all of the Land, Landowner has, under the Agreement, petitioned and requested the County Board of Supervisors to conduct the Mello-Roos Proceedings for the proposed annexation of territory to the District and to include all of the area of the Land within the District in order to provide for the ongoing financing for the continual provision of certain police protection services by the District (including the proposed annexation territory), within the area of the Land, as further stated in the Agreement; and

Landowner acknowledges that County needs to be assured that Landowner is the true and correct sole owner of all of the Land so that County may conduct the Mello-Roos Proceedings; and

Landowner acknowledges that all of such representations, covenants, warranties, agreements, petition and request of Landowner, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made by Landowner; and

Landowner acknowledges that the Agreement provides that, on the request of the County, the Landowner shall promptly execute and deliver to the County any agreements, instrument, documents, and information that the County deems necessary to successfully complete the Mello-Roos Proceedings, and related matters described in the Agreement; and

The following representations, covenants, warranties and agreements are made by Landowner in furtherance of the Agreement to and for the benefit of the County to assure the County that Landowner has been and is, by law and in fact, the legally authorized sole owner of all of the Land, and will be the legally authorized sole owner of all of the Land during County's conducting of the Mello-Roos Proceedings, and related matters.

Now therefore, Landowner makes the following representations, covenants, warranties and agreements to and for the benefit of the County:

1. The records of the County Assessor indicate that 3B Development, Inc. is the sole owner of all of the Land.
2. Landowner is the true and correct sole owner of all of the Land, and has been the true and correct sole owner of all of the Land at all times that Landowner held and holds such land.
3. To the best of the knowledge of Landowner, no other person or entity has made any claim or assertion challenging or contesting the representations made herein by Landowner.
4. This Certificate, if accepted by the County, does not estop or otherwise prohibit County from taking any other action concerning the Land, which is unrelated to the Mello-Roos Proceedings.

Each of the persons executing this Certificate for the Landowner is the duly authorized representative of such Landowner, and is fully authorized by the Landowner to legally bind the Landowner to this Certificate according to its terms and conditions, and to make all of the representations, covenants, warranties, and agreements provided herein.

Each of the persons executing this Certificate for the Landowner declares that all of such representations, covenants, warranties, agreements are provided in this Certificate under penalty of perjury under the laws of the State of California, and that they all are true and correct of the knowledge of each of the persons executing this Certificate.

Landowner acknowledges that all of the representations, covenants, warranties, agreements provided in this Certificate, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made.

Landowner agrees to indemnify, save, hold harmless, and at County's request, defend the County, its officers, agents, employees, and County's tax consultant, from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to County, including its officers, agents, employees, and County's tax consultant, to the extent caused by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees, and from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to any person, firm, or corporation to the extent injured or damaged by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees.

IN WITNESS WHEREOF, the Landowner has caused this Certificate to be executed as of the day and year first above written.

BY


Darius Assemi, President
3B Development, Inc.

Date

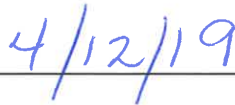


EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA SITE #7

I HEREBY CERTIFY THAT THE MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

ANNEXATION NO. 9A
CFD 2006-01

FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ AT PAGE(S) ____
MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

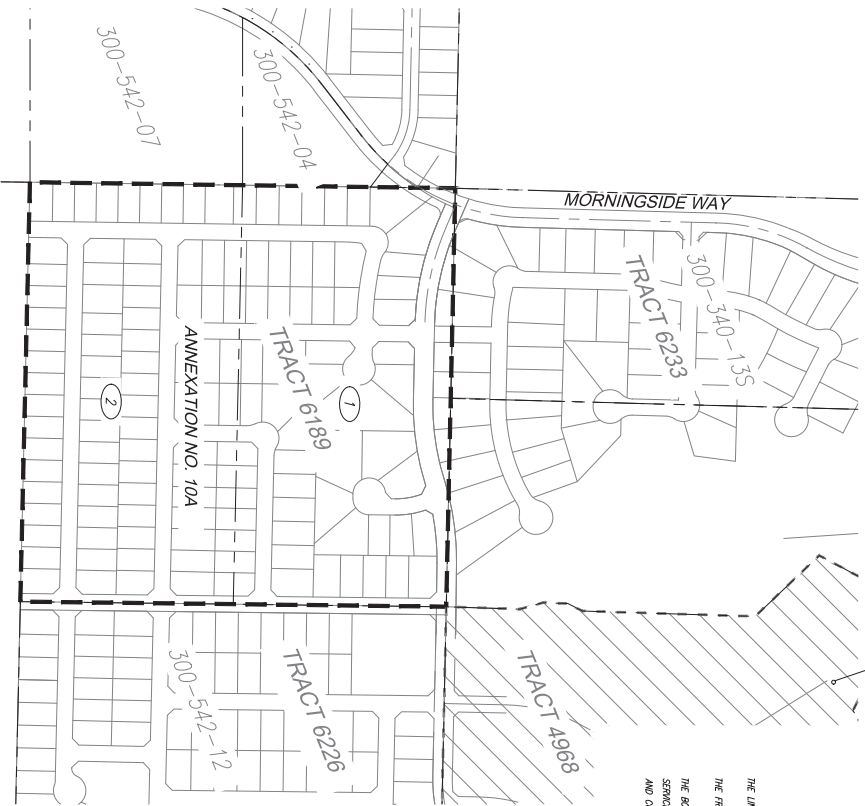
PAUL BORTIS, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

BY: _____
DEPUTY RECORDER
FRESNO COUNTY RECORDER

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.

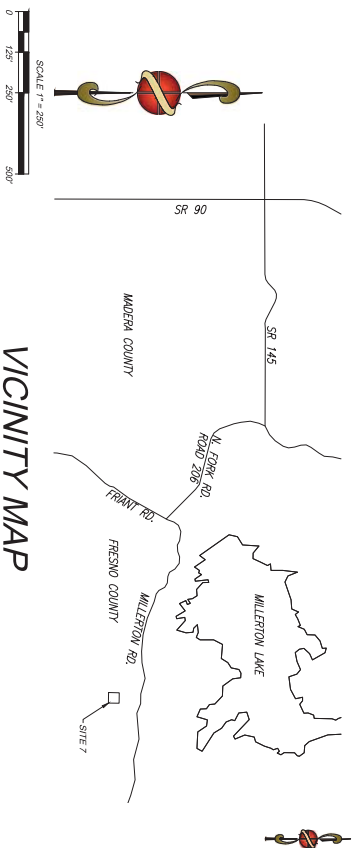
THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL RETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.

THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA," WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 2006008943.



LEGEND	
OBJECT	DESCRIPTION
	ASSESSMENT NUMBER
	LOT LINES
	CENTER LINE
	4PM LINES
	PROPOSED ANNEXATION TO CFD NO. 2006-01
	EXISTING CFD NO. 2006-01

ASST.	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-542-105	7	6189
2	300-542-115	7	6189



VICINITY MAP
NOT TO SCALE

PRECISION
CIVIL ENGINEERING, INC.

PLANNING ■ SURVEYING ■ CIVIL ENGINEERING

1234 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559-449-4500 FAX: 559-449-4515
WWW.PRECISIONENG.NET

PROJECT TITLE: MILLERTON SPECIFIC PLAN

SHEET DESCRIPTION: ANNEXATION MAP NO. 10A SITE 7

CITY OF: COUNTY OF: FRESNO

PREPARED FOR:

ASSEMI GROUP
FRESNO, CA 93711
1396 W. HERDON SUITE 110
(559) 440-8308

REVISIONS

DRAWN BY: RA
CHECKED BY: DY
DATE: 3/29/19

SHEET NUMBER: 7 OF 15
JOB NUMBER: 19-046

EXHIBIT A (SITE 7)

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

Tract III:

Parcels 3 and 4 of Parcel Map No. 5988, recorded in Book 41 of Parcel Maps, at Page 22, Fresno County Records.

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

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



OLD REPUBLIC
TITLE COMPANY

EXHIBIT B

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

PRELIMINARY REPORT

Our Order Number 1411014269-DB

GRANVILLE HOMES
1396 W. Herndon Ave. Ste. 101
Fresno, CA 93711

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Group 3, Friant, CA 93626
[Unincorporated area of Fresno County]

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

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

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

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

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

Dated as of March 7, 2019, at 8:00 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

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

Tract I:

Assemi Group, Inc., a California corporation, successor to GV Holdings, Inc., a California corporation

Tract II:

WC Millerton Developers, Inc., a California corporation

Tract III:

Grantor Real Estate Investments, LLC, a California limited liability company, as to Parcel 1

3B Development, Inc., a California corporation, as to Parcels 3 and 4

Tract IV:

Millerton Investments, LLC, a California limited liability company, formerly Visalia Land 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:

Tract I:

The Northeast quarter of the Northwest quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof.

APN: 300-542-12

Tract II:

The South half of the Northwest quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof.

APN: 300-542-13

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

Tract III:

Parcels 1, 3 and 4 of Parcel Map No. 5988, recorded in Book 41 of Parcel Maps, at Page 22, Fresno County Records.

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

APN: 300-340-13
300-542-10
300-542-11

Tract IV:

PARCEL 2 OF PARCEL MAP NO. 5988, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 41 PAGE 22 PARCEL MAPS, FRESNO COUNTY RECORDS; EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN BOOK 5832 PAGE 371 OF OFFICIAL RECORDS, INSTRUMENT NO. 76311.

EXCEPTING THEREFROM A PORTION OF SAID PARCEL 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 227.35 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-1);

THENCE NORTH 15°24'03" WEST A DISTANCE OF 73.70 FEET;

THENCE NORTH 01°47'08" EAST PARALLEL WITH AND 21.78 FEET WESTERLY FROM EAST LINE OF SAID PARCEL 2, A DISTANCE OF 75.29 FEET;

THENCE NORTH 26°56'00" EAST A DISTANCE OF 51.24 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2;

THENCE ALONG SAID EAST LINE SOUTH 01°47'08" WEST A DISTANCE OF 192.08 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-1).

ALSO EXCEPTING THEREFROM A PORTION OF SAID PARCEL 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

THENCE ALONG THE EAST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 950.66 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-2);

THENCE NORTH 43°29'57" WEST A DISTANCE OF 272.21 FEET;

THENCE NORTH 27°53'00" EAST A DISTANCE OF 224.53 FEET;

THENCE NORTH 62°31'36" EAST A DISTANCE OF 108.51 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2;

THENCE ALONG SAID EAST LINE SOUTH 01°47'08" WEST A DISTANCE OF 446.20 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-2).

TOGETHER WITH PORTIONS OF PARCELS 20 AND 21 OF PARCEL MAP NO. 5349 RECORDED IN BOOK 34 AT PAGES 19 AND 20 OF PARCEL MAPS, FRESNO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG THE WEST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 1396.86 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-3);

THENCE SOUTH 62°15'02" EAST A DISTANCE OF 311.63 FEET;

THENCE NORTH 58°08'13" EAST A DISTANCE OF 116.44 FEET;

THENCE SOUTH 39°59'15" EAST A DISTANCE OF 379.36 FEET;

THENCE SOUTH 88°45'40" EAST A DISTANCE OF 506.61 FEET;

THENCE NORTH 01°14'20" EAST A DISTANCE OF 57.39 FEET;

THENCE NORTH 17°48'29" EAST A DISTANCE OF 245.56 FEET;

THENCE NORTH 88°45'40" WEST A DISTANCE OF 75.50 FEET;

THENCE NORTH 66°34'29" WEST A DISTANCE OF 115.47 FEET;

THENCE NORTH 81°09'12" WEST A DISTANCE OF 441.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MILLERTON ROAD AS DESCRIBED IN DOCUMENT NUMBER 23913, RECORDED IN BOOK 6568, PAGE 294, OFFICIAL RECORDS OF FRESNO COUNTY;

THENCE WESTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF MILLERTON ROAD TO THE NORTHWEST CORNER OF LOT 21 OF SAID MAP;

THENCE ALONG THE WEST LINE OF SAID PARCEL 21 SOUTH 01°47'08" WEST A DISTANCE OF 171.32 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-3).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

APN: 300-340-60 (new, not yet assessed)

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

MATTERS AFFECTING TRACT I:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-12	
1st Installment	:	\$2,200.31	Marked Paid
2nd Installment	:	\$2,200.31	NOT Marked Paid

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. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded : May 14, 1971, in [Book 25 Pages 44 and 45 of Record of Surveys](#)

5. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded : December 14, 1973, in [Book 26 Page 67 of Record of Surveys](#)

6. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
Executed By : Millerton New Town Development, a California General Partnership
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

Note: Reference is made to said instrument for full particulars.

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

Instrument : Grant of Easement
Granted To : Millertown Resources, a Delaware corporation
For : Public utility and road access
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)
Affects : As described therein

8. Terms and provisions as contained in an instrument,

Entitled : Fresno County Fire Protection District Resolution No. 2000-15
Executed By : County of Fresno
Recorded : [July 21, 2000 in Official Records under Recorder's Serial Number 2000-0086384](#)

9. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, the County of Fresno, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$40,000,000.00
Trustor/Borrower : Granville Homes, Inc., a California corporation
Trustee : Old Republic Title Company
Beneficiary/Lender : U.S. Bank National Association d/b/a Housing Capital Company
Dated : April 18, 2016
Recorded : [May 27, 2016 in Official Records under Recorder's Serial Number 2016-0067750](#)
Loan No. : 1486R
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other property

Amendment to Construction Deed of Trust with Assignment of Leases and Renets, Security Agreement and Fixture Filing, pertaining to said Deed of Trust executed by Granville Homes, Inc.

Recorded : [October 11, 2018 in Official Records under Recorder's Serial Number 2018--0125180](#)

MATTERS AFFECTING TRACT II:

11. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

12. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-13	
Code No.	:	076-094	
1st Installment	:	\$8,816.55	Marked Paid
2nd Installment	:	\$8,816.55	NOT Marked Paid
Land Value	:	\$1,496,480.00	

13. 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.

14. Any special tax which is now a lien and that may be levied within the Community Facilities District No. 2010-01, a notice of which was recorded as follows:

Instrument Entitled : Notice of Special Tax Lien
By : Fresno County Fire Protection District
Recorded : [July 22, 2010 in Official Records under Recorder's Serial Number 2010-0093596](#)

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

Further information may be obtained by contacting:

Name : Geraldine Welford
Address : 210 South Academy Avenue, Sanger, CA 93657
Phone : (559)493-4300

And as modified by an instrument, executed by Fresno County Fire Protection District, recorded [May 18, 2011 in Official Records under Recorder's Serial Number 2011-0066725](#).

15. Water rights, claims or title to water, whether or not shown by the public records.
16. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of any public highway or road.
17. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Recorded : [April 1, 1988 in Official Records under Recorder's Serial Number 88034750](#)

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, 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. 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."

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

Granted To : County of Fresno on behalf of County Service Area 34
For : Fill and fence
Recorded : [February 6, 1991 in Official Records under Recorder's Serial Number 91015064](#)
Affects : As described therein

19. Conditions contained and/or referred to in an instrument,

Entitled : Resolution No. 2000-15
By : Fresno County Fire Protection District
Recorded : [July 21, 2000 in Official Records under Recorder's Serial Number 2000-0086384](#)

20. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement
Executed By : California Department of Fish & Game and County of Fresno and Developers
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

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

Granted To : County of Fresno
For : Public utility
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060919](#)
Affects : As described therein

22. Terms and provisions as contained in an instrument,

Entitled : Financing, Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Protection District, a California special district and JPJ, Incorporated
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

23. Terms and provisions as contained in an instrument,

Entitled : Grant of Temporary Easement and Subordination(s)
Executed By : JPJ, Incorporated
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)

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

Granted To : JPJ, Incorporated, a California corporation
For : Installation and construction of public utility pipes
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)
Affects : As described therein

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

Granted To : County of Fresno
For : Public utility
Recorded : [May 18, 2018 in Official Records under Recorder's Serial Number 2018-0059096](#)
Affects : As described therein

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

Amount : \$1,884,086.22
Trustor/Borrower : WC Millerton Developers, Inc., a California corporation
Trustee : Old Republic Title Company, a California corporation
Beneficiary/Lender : JPJ Incorporated, a California corporation
Dated : December 18, 2018
Recorded : [December 21, 2018 in Official Records under Recorder's Serial Number 2018-0152210](#)
Returned to : 7030 N. Fruit Avenue, Suite 101, Fresno, CA 93711

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$500,000.00
Trustor/Borrower : WC Millerton Developers, Inc., a California corporation
Trustee : Old Republic Title Company
Beneficiary/Lender : Assemi Brothers, LLC, a California limited liability company
Dated : December 17, 2018
Recorded : [December 21, 2018 in Official Records under Recorder's Serial Number 2018-0152211](#)
Returned to : 1396 W. Herndon Ave., Suite 101, Fresno, CA 93711

MATTERS AFFECTING TRACT III:

28. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

29. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-340-13	
1st Installment	:	\$4,629.05	Marked Paid
2nd Installment	:	\$4,629.05	NOT Marked Paid

30. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-10	
1st Installment	:	\$14,929.19	Marked Paid
2nd Installment	:	\$14,929.19	NOT Marked Paid

Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-11	
1st Installment	:	\$14,929.19	Marked Paid
2nd Installment	:	\$14,929.19	NOT Marked Paid

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

31. Supplemental taxes, general and special, for the fiscal year 2017 - 2018 as follows:

Assessor's Parcel No.	:	300-542-10ZZ	
1st Installment	:	\$10,442.71	Marked Paid
2nd Installment	:	\$10,442.71	NOT Marked Paid
Delinquent On	:	April 10, 2019	

Supplemental taxes, general and special, for the fiscal year 2017 - 2018 as follows:

Assessor's Parcel No.	:	300-542-11ZZ	
1st Installment	:	\$10,442.71	Marked Paid
2nd Installment	:	\$10,442.71	NOT Marked Paid
Delinquent On	:	April 10, 2019	

32. 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.

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

District No	:	Annexation Territory No. 2A of Community Facilities District No. 2006-01
For	:	Police Protection Services
Disclosed By	:	Amendment Notice of Special Tax Lien
Recorded	:	November 8, 2006 in Official Records under Recorder's Serial Number 2006-0238040

Further information may be obtained by contacting:

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

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

Further information may be obtained by contacting:

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

35. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

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

Granted To : San Joaquin Light and Power Corporation
For : Poles and Wires for a Telephone Line
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public Utilities with the Right of Ingress and Egress
Recorded : [August 22, 1945 in Book 2264 of Official Records, Page 269 under Recorder's Serial Number 32818](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Pole Lines and/or Underground Conduits
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

For : Non-Exclusive Private Road and Public Utilities
Affects : Said land

40. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
To : County of Fresno
For : Future Public Road
Dated : May 31, 1984
Recorded : [June 1, 1984 in Official Records under Recorder's Serial Number 84053151](#)

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

Instrument : Grant of Easement
Granted To : Charles Forman, et al
For : Private Road and Underground Utilities
Recorded : [June 22, 1984 in Official Records under Recorder's Serial Number 84-60046](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Entitled : Agreement
Executed By : County of Fresno and Millerton New Town Development Company
Dated : May 1, 1990
Recorded : [May 10, 1990 in Official Records under Recorder's Serial Number 90054027](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Grant of Easement
Granted To : Millertown Resources, a Delaware corporation
For : Public Utilities and Road Access
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)
Affects : Parcels 3 and 4

Not defined of Record

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

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

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

Entitled : Financing, Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Proection District, a California special district, and JPJ, Incorporated
Dated : April 14, 2010
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$1,600,000.00
Trustor/Borrower : Grantor Real Estate Investments, 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 : July 8, 2016
Recorded : [August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114795](#)
Loan No. : 2425L1

Affects this and other property.

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

Entitled : Memorandum of Additional Advance Modificaiton Agreement
Executed By : 3B Development, Inc., a California corporation, et al
Dated : March 7, 2018
Recorded : [April 5, 2018 in Official Records under Recorder's Serial Number 2018-0039798](#)

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

Instrument : Grant of Temporary Easement and Subordination(s)
Granted To : JPJ Incorporated, a California corporation
For : temporary easement for the installation and construction of public utility pipes and incidental purposes
Dated : February 23, 2018
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)
Affects : easterly portion of said land

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Deed of Easement
Granted To : The County of Fresno
For : Easement for public utility and incidental purposes
Dated : February 23, 2018
Recorded : [May 18, 2018 in Official Records under Recorder's Serial Number 2018-0059096](#)
Affects : easterly portion of said land

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

Instrument : Easement Deed
Granted To : Pacific Gas and Electric Company
For : Public Utilities
Recorded : [December 5, 2018 in Official Records under Recorder's Serial Number 2018-0145315](#)
Affects : Said land as per map attached thereto

THE FOLLOWING MATTERS AFFECT TRACT IV:

50. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

51. 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.

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

District No : Annexation Territory No. 2A of Community Facilities District No. 2006-01
For : Police Protection Services
Disclosed By : Amendment Notice of Special Tax Lien
Recorded : [November 8, 2006 in Official Records under Recorder's Serial Number 2006-238040](#)

Further information may be obtained by contacting:

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

And as modified by an instrument, executed by The County of Fresno, recorded [September 21, 2017 in Official Records under Recorder's Serial Number 2017-0120153](#).

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

District No : 2005-03
For : Fresno County Fire Protection District
Disclosed By : Notice of Special Tax Lien
Recorded : [July 22, 2010 in Official Records under Recorder's Serial Number 2010-0093596](#)

Further information may be obtained by contacting:

And as modified by an instrument, executed by County of Fresno, recorded [May 18, 2011 in Official Records under Recorder's Serial Number 2011-0066725](#).

54. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

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

Granted To : San Joaquin Light and Power Company
For : Poles and wires for a telephone line
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : As described therein

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public utilities with the right of ingress and egress
Recorded : [August 22, 1945 in Book 2264 of Official Records, Page 269 under Recorder's Serial Number 32818](#)
Affects : As described therein

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public utilities and/or underground conduits
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : As described therein

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

Entitled : Agreement
Executed By : County of Fresno and Millerton New Town Development Company
Dated : May 1, 1990
Recorded : [May 10, 1990 in Official Records under Recorder's Serial Number 90-054027](#)

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

Entitled : Grant of Easement
Executed By : Millerton New Town Development, a California General Partnership and Millerton Resources, a Delaware corporation
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

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

Entitled : Consulting Agreement
Executed By : BDC Development Corporation, a California corporation, SJV Ventures, Inc., a California corporation and The Clarksfield Company, inc., a California corporation
Recorded : [November 22, 1996 in Official Records under Recorder's Serial Number 96156596](#)

affects a portion of Parcel Twelve and other property

And as modified by an instrument, executed by A. Ben Ewell, Jr. and SJV Ventures, Inc., a California corporation and BDC Development Corporation, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156595](#).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

And as modified by an instrument, executed by SJV Ventures, Inc., BDC Development Corporation and A. Ben Ewell, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156598](#).

And as modified by an instrument, executed by SJV Ventures, Inc., BDC Development Corporation and Westcal, Inc, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156599](#).

And as modified by an instrument, executed by SJV Ventures, Inc, BDC Development Company and Westcal, Inc, recorded [March 22, 2012 in Official Records under Recorder's Serial Number 2012-40927](#).

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

Entitled : Settlement Agreement (including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

62. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Minor Collector Road Fees for Millerton Specific Plan Development
In Favor Of : J.P.J., Inc., a California corporation
Dated : January 4, 2010
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060928](#)

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

Entitled : Financing Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Protection District, a California special district, and J.P.J. Incorporated
Dated : April 14, 2010
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

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

Entitled : Deed Restriction
Executed By : JPJ, Incorporated, a California corporation
Recorded : [July 25, 2016 in Official Records under Recorder's Serial Number 2016-0095512](#)

affects a portion of Parcel Twelve and other property

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

Entitled : Restrictive Covenant
Executed By : JPJ, Incorporated, a California corporation
Dated : July 19, 2016
Recorded : [July 25, 2016 in Official Records under Recorder's Serial Number 2016-0095513](#)

affects a portion of Parcel Twelve and other property

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

Amount : \$4,900,000.00
Trustor/Borrower : Millerton Investments, 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 : July 6, 2016
Recorded : August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114793
Loan No. : 2425L
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other property

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

Entitled : Memorandum of Additional Advance Modification Agreement
Executed By : Millerton Investments, LLC, a California limited liability company
Recorded : [April 5, 2018 in Official Records under Recorder's Serial Number 2018-0039762](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

Amended and Restated Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, pertaining to said Deed of Trust executed by Millerton Investments, LLC, a California limited liability company and U.S. Bank National Association, d/b/a Housing Capital Company.

Recorded : May 8, 2018 in Official Records under Recorder's Serial Number 2018-0054416

Returned to
Address : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

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

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 2.3.

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

Instrument

Entitled : Grant Deed

By/From : Charles M. Forman, Trustee, and Jerome N. Drell, Eunice Drell, Co-Trustees, husband and wife, as joint tenants, and Margaret Y. Nee, West

To : Granville Homes, Inc., a California corporation

Dated : January 16, 1996

Recorded : [February 2, 1996 in Official Records under Recorder's Serial Number 96014513](#)

C. All transactions that close on or after March 1, 2015 will include a \$20.00 minimum recording service fee, plus actual charges required by the County Recorder.

RAM/mm

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 (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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

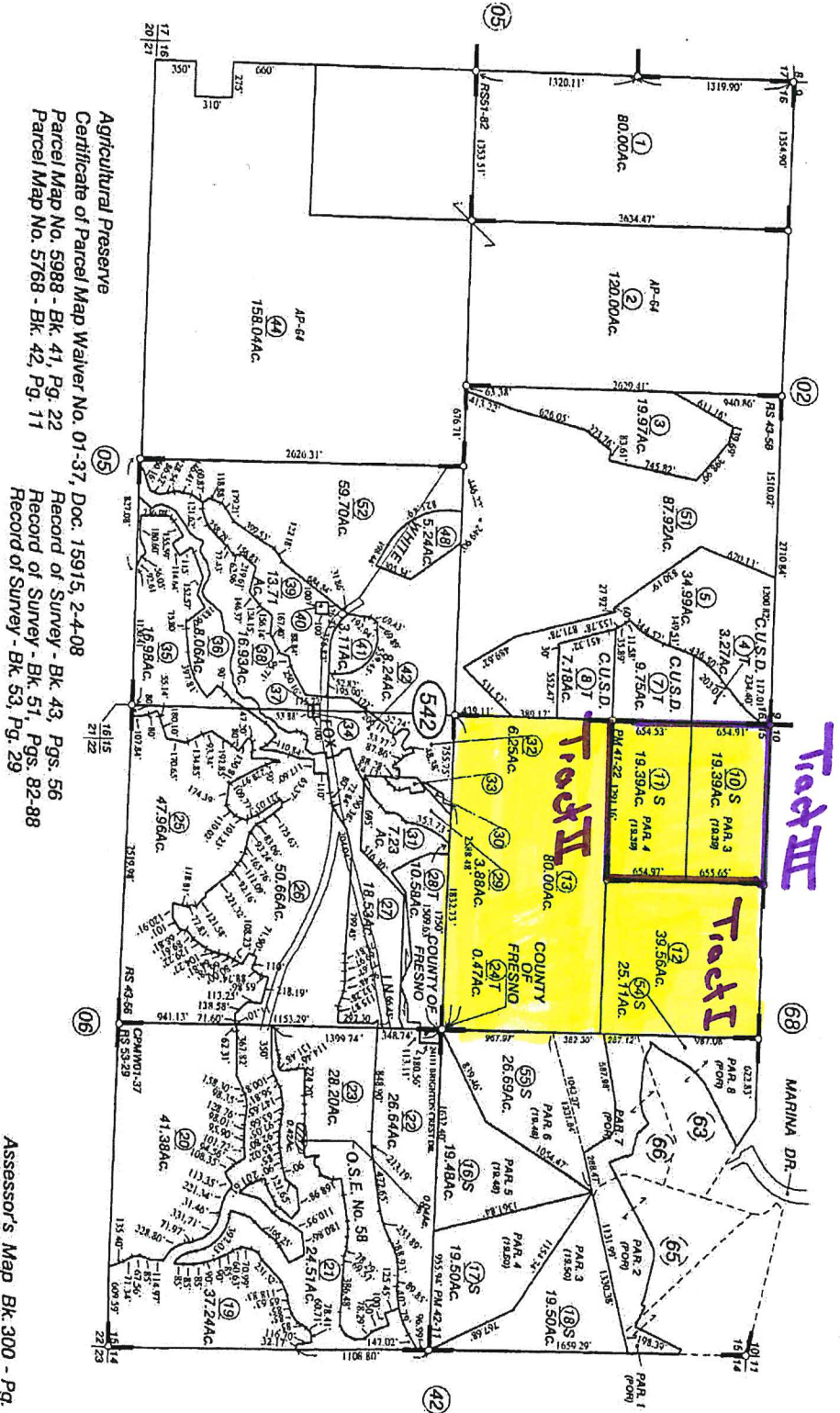
NOTE ---
This map is for Assessment purposes only.
It is not intended as a warranty
of any kind for
purposes of zoning or subdivision law.

POR. SEC.'S 10, 15 & 16, T.11 S., R. 21 E., M. D. B. & M.

Tax Rate Area
75-068 75-095
75-073 75-097
75-094 75-002

300-54

1"=800'



H 12-12-2018 BMV 19R

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

Assessor's Map Bk. 300 - Pg. 54
County of Fresno, Calif.

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

SUBDIVIDED LAND IN POR. SEC. 10, T. 11 S., R. 21 E., M.D.B. & M.

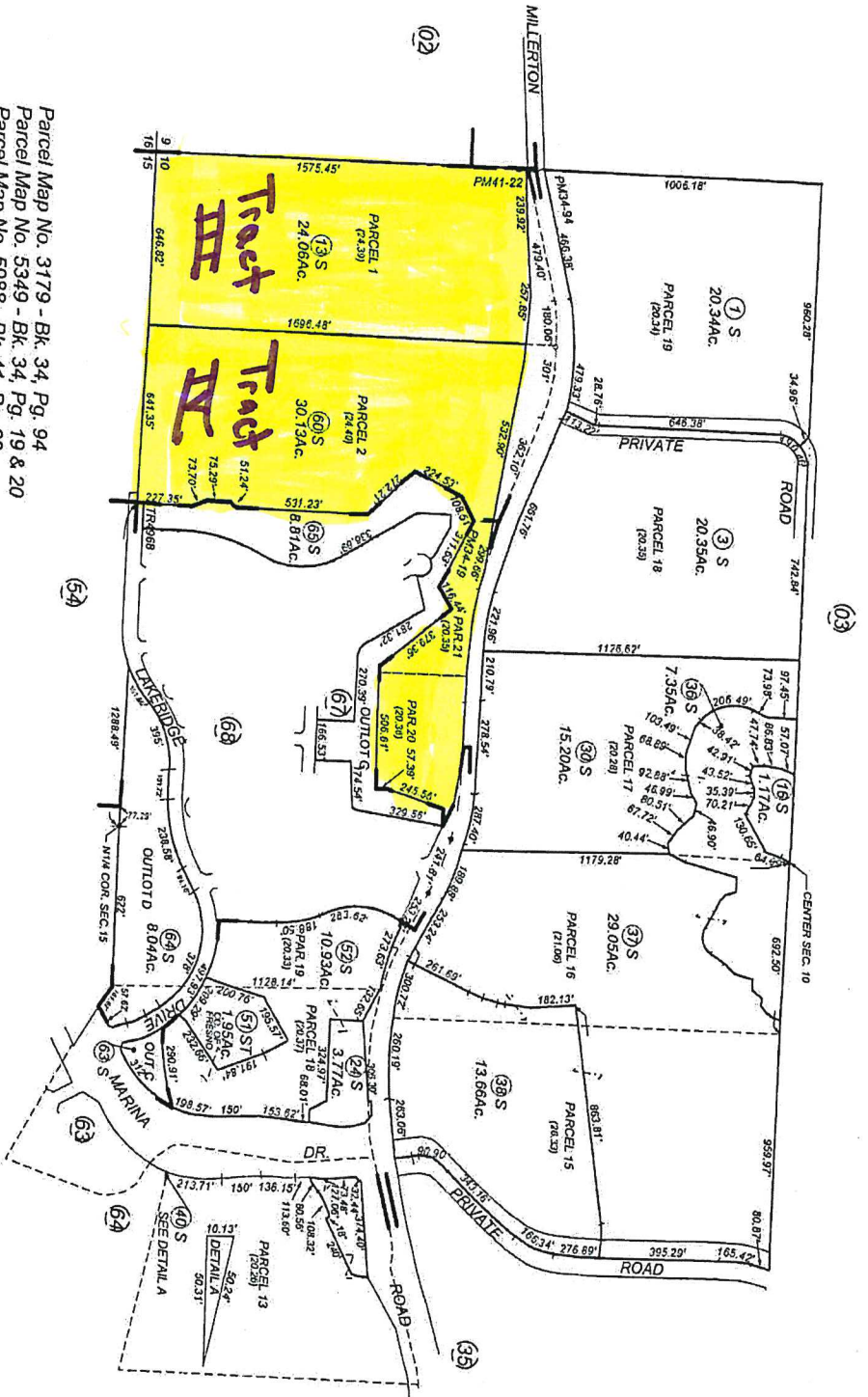
Tax Rate Area
76-094
76-095
199-014

300-34

Non-Order Search
Doc: FR:A 300-34

Page 1 of 1
Notice

Requested By: James Holly, Printed: 2/26/2019 11:46 AM



10/30/2018

Parcel Map No. 3179 - Bk. 34, Pg. 94
Parcel Map No. 5349 - Bk. 34, Pg. 19 & 20
Parcel Map No. 5988 - Bk. 41, Pg. 22
Tract No. 4968 - Plat Bk. 88, Pgs. 1-8

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

Assessor's Map Bk. 300 - Pg. 34
County of Fresno, Calif.

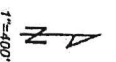


EXHIBIT B

CERTIFICATE CONFIRMING OWNERSHIP OF LAND

This Certificate Confirming Ownership ("Certificate") is made by Ashlan & Hayes Investments, LLC, (the "Landowner"), to and for the benefit of the County of Fresno (the "County") in connection with the County's proceedings for the proposed Annexation Territory No. 10A of Community Facilities District No. 2006-01 (Police Protection Services), County of Fresno (the "District"), for the public protest hearing, and for the landowner voting proceedings for the levy of the special tax that will finance the police protection services within the District, including the proposed annexation territory (collectively, the "Mello-Roos Proceedings"), all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing at section 53311) of the California Government Code, commonly known as the Mello-Roos Community Facilities Act of 1982 (collectively, the "Act") for a certain area of land described herein.

Landowner acknowledges that Landowner, together with other landowners, has entered into an Agreement, dated March 26, 2019, with the County ("Agreement") for the area of land shown and described in Exhibit "A" to this Certificate, attached hereto and incorporated herein by this reference ("Land"), and land owned by the other landowners, all described as being within the boundaries of the proposed annexation territory; and

Landowner acknowledges that, in the Agreement, Landowner represents, covenants, warrants and agrees that Landowner is the sole owner of the entire fee interest of all of the real property constituting the Land, including all rights, title and interest therein, and all land and improvements thereon and therein; and

Landowner acknowledges that, as the sole owner of all of the Land, Landowner has, under the Agreement, petitioned and requested the County Board of Supervisors to conduct the Mello-Roos Proceedings for the proposed annexation of territory to the District and to include all of the area of the Land within the District in order to provide for the ongoing financing for the continual provision of certain police protection services by the District (including the proposed annexation territory), within the area of the Land, as further stated in the Agreement; and

Landowner acknowledges that County needs to be assured that Landowner is the true and correct sole owner of all of the Land so that County may conduct the Mello-Roos Proceedings; and

Landowner acknowledges that all of such representations, covenants, warranties, agreements, petition and request of Landowner, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made by Landowner; and

Landowner acknowledges that the Agreement provides that, on the request of the County, the Landowner shall promptly execute and deliver to the County any agreements, instrument, documents, and information that the County deems necessary to successfully complete the Mello-Roos Proceedings, and related matters described in the Agreement; and

The following representations, covenants, warranties and agreements are made by Landowner in furtherance of the Agreement to and for the benefit of the County to assure the County that Landowner has been and is, by law and in fact, the legally authorized sole owner of all of the Land, and will be the legally authorized sole owner of all of the Land during County's conducting of the Mello-Roos Proceedings, and related matters.

Now therefore, Landowner makes the following representations, covenants, warranties and agreements to and for the benefit of the County:

1. The records of the County Assessor indicate that Ashlan & Hayes Investments, LLC is the sole owner of all of the Land.
2. Landowner is the true and correct sole owner of all of the Land, and has been the true and correct sole owner of all of the Land at all times that Landowner held and holds such land.
3. To the best of the knowledge of Landowner, no other person or entity has made any claim or assertion challenging or contesting the representations made herein by Landowner.
4. This Certificate, if accepted by the County, does not estop or otherwise prohibit County from taking any other action concerning the Land, which is unrelated to the Mello-Roos Proceedings.

Each of the persons executing this Certificate for the Landowner is the duly authorized representative of such Landowner, and is fully authorized by the Landowner to legally bind the Landowner to this Certificate according to its terms and conditions, and to make all of the representations, covenants, warranties, and agreements provided herein.

Each of the persons executing this Certificate for the Landowner declares that all of such representations, covenants, warranties, agreements are provided in this Certificate under penalty of perjury under the laws of the State of California, and that they all are true and correct of the knowledge of each of the persons executing this Certificate.

Landowner acknowledges that all of the representations, covenants, warranties, agreements provided in this Certificate, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made.

Landowner agrees to indemnify, save, hold harmless, and at County's request, defend the County, its officers, agents, employees, and County's tax consultant, from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to County, including its officers, agents, employees, and County's tax consultant, to the extent caused by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees, and from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to any person, firm, or corporation to the extent injured or damaged by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees.

IN WITNESS WHEREOF, the Landowner has caused this Certificate to be executed as of the day and year first above written.

BY 
Kevin Assemi, Manager
Ashlan & Hayes Investments, LLC

Date 4/12/19

EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA SITE #13

I, HEREBY CERTIFY THAT THE MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK, ____ M. IN BOOK ____ AT PAGE(S) ____.

PAUL BORTS, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

BY: _____
DEPUTY RECORDER

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR PARCELS LISTED.

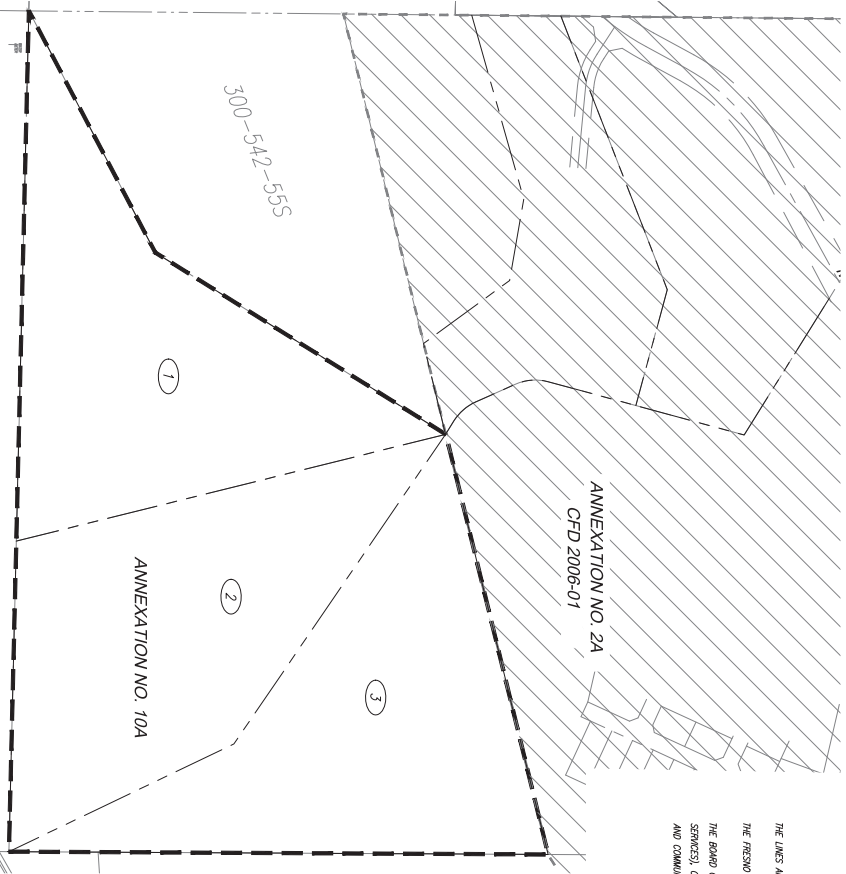
THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.

THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA", WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CALIFORNIA, AS INSTRUMENT NO. 2006008943.

ANNEXATION NO. 2A
CFD 2006-01

LEGEND	
OBJECT	DESCRIPTION
①	ASSESSMENT NUMBER
	LOT LINES
	CENTER LINE
	APN LIMITS
	PROPOSED ANNEXATION TO CFD NO. 2006-01
	EXISTING ANNEXATION TO CFD NO. 2006-01

ASSMT.	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-542-185	13	-
2	300-542-175	13	-
3	300-542-185	13	-



SCALE 1" = 250'

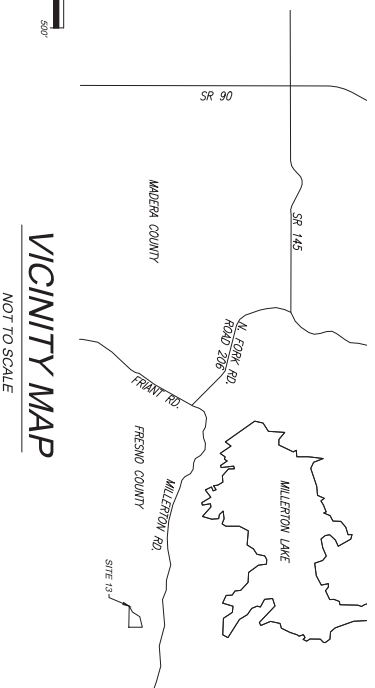


EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA SITE #14

I, HEREBY CERTIFY THAT THE MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF _____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

FILE THIS ____ DAY OF _____, 2019, AT THE HOUR OF ____ O'CLOCK ____ A.M. IN BOOK ____ AT PAGE(S) ____
MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

PAUL BORTS, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

BY: _____
DEPUTY RECORDER
FRESNO COUNTY RECORDER

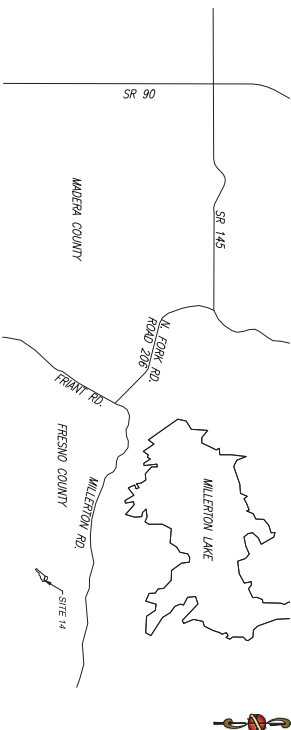
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.

THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.

THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA," WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 2006008943.

LEGEND	
OBJECT	DESCRIPTION
	ASSESSMENT NUMBER
---	LOT LINES
---	CENTER LINE
---	APN LIMITS
	PROPOSED ANNEXATION TO CTD NO. 2006-01
	EXISTING ANNEXATION CTD NO. 2006-01

ASSMT.	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-542-41	14	-
2	300-542-39	14	-
3	300-542-40	14	-



VICINITY MAP
NOT TO SCALE

PREPARED FOR:

ASSEMI GROUP
FRESNO, CA 93711
1396 W. HERDON SUITE 110
(559) 440-8308

REVISIONS

DRAWN BY: RA
CHECKED BY: DY
DATE: 3/29/19

SHEET NUMBER:
14 OF 15
JOB NUMBER:
19-046

PROJECT TITLE:

MILLERTON SPECIFIC PLAN

SHEET DESCRIPTION:

ANNEXATION MAP NO. 10A SITE 14

CITY OF:

COUNTY OF:

FRESNO

PRECISION
CIVIL ENGINEERING, INC.
PLANNING ■ SURVEYING ■ CIVIL ENGINEERING
1234 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559-449-4500 FAX: 559-449-4515
WWW.PRECISIONENG.NET

EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA

IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA

SITE #15

I, HEREBY CERTIFY THAT THE MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ AT PAGE(S) ____
MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

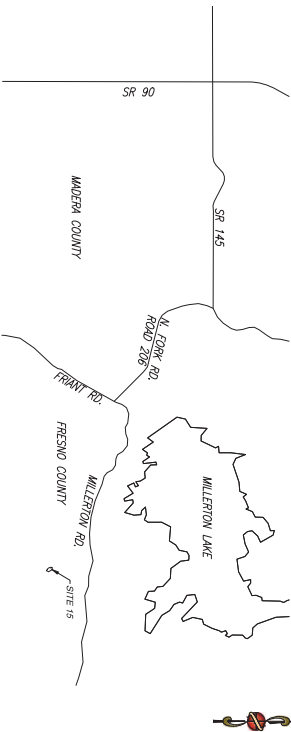
PAUL BORTS, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

BY: _____
DEPUTY RECORDER

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.
THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.
THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA," WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 2006008943.

LEGEND	
COLLECT	DESCRIPTION
①	ASSESSMENT NUMBER
---	LOT LINES
---	CENTER LINE
---	APN LIMITS
---	PROPOSED ANNEXATION TO CTD NO. 2006-01
---	EXISTING ANNEXATION CTD NO. 2006-01

ASSMT.	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-542-48	15	-



VICINITY MAP
NOT TO SCALE

PRECISION
CIVIL ENGINEERING, INC.

PLANNING ■ SURVEYING ■ CIVIL ENGINEERING

1234 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559-449-4500 FAX: 559-449-4515
WWW.PRECISIONENG.NET

PROJECT TITLE:
MILLERTON SPECIFIC PLAN

SHEET DESCRIPTION:
ANNEXATION MAP NO. 10A SITE 15

CITY OF: _____ COUNTY OF: FRESNO

PREPARED FOR:

ASSEMI GROUP
FRESNO, CA 93711
1396 W. HERDON SUITE 110
(559) 440-8308

REVISIONS

DRAWN BY: RA
CHECKED BY: DY
DATE: 3/29/19

SHEET NUMBER:
15 OF 15

JOB NUMBER:
19-046

**EXHIBIT A
(SITE 13)**

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

Tract II:

Parcels 3, 4, and 5 of Parcel Map No. 5768, according to the Map thereof recorded in Book 42 Page 11 of Parcel Maps, Fresno County Records.

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

APN: 300-542-16S
300-542-17S
300-542-18S

EXHIBIT A (SITE 14)

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

Tract I:

PARCEL 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE NORTH 00° 45' 27" EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16, A DISTANCE OF 561.69 FEET; THENCE SOUTH 89° 14' 33" EAST A DISTANCE OF 304.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 21° 51' 10" EAST A DISTANCE OF 118.88 FEET; THENCE NORTH 56° 24' 02" EAST A DISTANCE OF 179.21 FEET; THENCE NORTH 33° 56' 18" EAST A DISTANCE OF 399.53 FEET; THENCE NORTH 57° 18' 52" EAST A DISTANCE OF 122.18 FEET; THENCE NORTH 38° 37' 13" EAST A DISTANCE OF 684.84 FEET; THENCE NORTH 08° 57' 22" EAST A DISTANCE OF 31.86 FEET; THENCE SOUTH 61° 22' 23" EAST A DISTANCE OF 126.23 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 900.00 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 42' 58", AN ARC DISTANCE OF 356.82 FEET; THENCE SOUTH 84° 05' 21" EAST A DISTANCE OF 237.09 FEET; THENCE SOUTH 05° 54' 39" WEST A DISTANCE OF 175.72 FEET; THENCE SOUTH 61° 58' 27" WEST A DISTANCE OF 250.16 FEET; THENCE SOUTH 76° 17' 09" WEST A DISTANCE OF 95.71 FEET; THENCE SOUTH 18° 26' 44" WEST A DISTANCE OF 88.84 FEET; THENCE SOUTH 65° 36' 00" WEST A DISTANCE OF 167.40 FEET; THENCE NORTH 85° 38' 04" WEST A DISTANCE OF 156.14 FEET; THENCE SOUTH 40° 46' 52" WEST DISTANCE OF 124.15 FEET; THENCE SOUTH 51° 22' 50" WEST A DISTANCE OF 146.37 FEET; THENCE NORTH 77° 07' 28" WEST A DISTANCE OF 219.61 FEET; THENCE SOUTH 39° 42' 59" WEST A DISTANCE OF 156.83 FEET; THENCE SOUTH 06° 13' 47" EAST A DISTANCE OF 62.96 FEET; THENCE SOUTH 53° 59' 22" WEST A DISTANCE OF 77.43 FEET; THENCE SOUTH 47° 32' 43" WEST A DISTANCE OF 258.78 FEET; THENCE SOUTH 71° 13' 52" WEST A DISTANCE OF 121.62 FEET, THENCE NORTH 88° 09' 34" WEST A DISTANCE OF 62.73 FEET, THENCE NORTH 34° 29' 44" WEST A DISTANCE OF 60.87 FEET TO THE TRUE POINT OF BEGINNING.

APN: 300-542-39
300-542-40

PARCEL 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST,

MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE NORTH $00^{\circ} 45' 27''$ EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16, A DISTANCE OF 561.69 FEET; THENCE SOUTH $89^{\circ} 14' 33''$ EAST A DISTANCE OF 304.27 FEET, THENCE NORTH $21^{\circ} 51' 10''$ EAST A DISTANCE OF 118.88 FEET; THENCE NORTH $56^{\circ} 24' 02''$ EAST A DISTANCE OF 179.21 FEET; THENCE NORTH $33^{\circ} 56' 18''$ EAST A DISTANCE OF 399.53 FEET; THENCE NORTH $57^{\circ} 18' 52''$ EAST A DISTANCE OF 122.18 FEET; THENCE NORTH $38^{\circ} 37' 13''$ EAST A DISTANCE OF 684.84 FEET; THENCE NORTH $08^{\circ} 57' 22''$ EAST A DISTANCE OF 31.86 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH $08^{\circ} 57' 22''$ EAST A DISTANCE OF 161.08 FEET; THENCE NORTH $40^{\circ} 57' 32''$ EAST A DISTANCE OF 69.43 FEET; THENCE SOUTH $87^{\circ} 07' 00''$ EAST A DISTANCE OF 69.89 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 300.00 FEET (THE RADIAL TO SAID POINT BEARS NORTH $10^{\circ} 56' 13''$ WEST), THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $106^{\circ} 50' 52''$, AN ARC DISTANCE OF 559.45 FEET; THENCE SOUTH $05^{\circ} 54' 39''$ WEST A DISTANCE OF 52.82 FEET, THENCE NORTH $84^{\circ} 05' 21''$ WEST A DISTANCE OF 41.19 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 900.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $22^{\circ} 42' 58''$, AN ARC DISTANCE OF 356.82 FEET; THENCE NORTH $61^{\circ} 22' 23''$ WEST A DISTANCE OF 126.23 FEET TO THE TRUE POINT OF BEGINNING.

APN: 300-542-41

EXHIBIT A (SITE 15)

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

PARCEL 3:

THAT PORTION OF THE EAST HALF OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE NORTH 69° 57' 24" EAST A DISTANCE OF 446.22 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 64° 45' 59" EAST, A DISTANCE OF 249.90 FEET; THENCE SOUTH 36° 37' 58" EAST A DISTANCE OF 511.79 FEET; THENCE SOUTH 20° 52' 54" WEST, A DISTANCE OF 305.34 FEET; THENCE NORTH 61° 22' 23" WEST, A DISTANCE OF 198.44 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 560.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE 84° 03' 01", AN ARC DISTANCE OF 821.49 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING NORTH OF SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING
A LOT LINE ADJUSTMENT, CERTIFICATE NO. 12-18, RECORDED MAY 24, 2013, AS INSTRUMENT NO. 2013-0075084 OF OFFICIAL RECORDS.

APN: 300-542-48



OLD REPUBLIC
TITLE COMPANY

EXHIBIT B

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

PRELIMINARY REPORT

ASHLAN & HAYES, INC
1396 W. HERNDON AVENUE
FRESNO, CA 93711

First Amended Report

Our Order Number 1411014270A-DB

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Group 4, Friant, CA 93626
[Unincorporated area of Fresno County]

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

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

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

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

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

Dated as of March 8, 2019, at 8:00 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

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:

An Easement as to Parcels Three and Four of Tract IV; and Fee as to the remainder

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

Tract I:

Ashlan & Hayes Investments, LLC, a California limited liability company

Tract II:

Locans Investments, LLC, a California limited liability company

Tract III:

Millerton Investments, LLA, a California limited liability company

Tract IV:

Grantor Real Estate Investments, 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:

Tract I:

PARCEL 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE NORTH 00° 45' 27" EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16, A DISTANCE OF 561.69 FEET; THENCE SOUTH 89° 14' 33" EAST A DISTANCE OF 304.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 21° 51' 10" EAST A DISTANCE OF 118.88 FEET; THENCE NORTH 56° 24' 02" EAST A DISTANCE OF 179.21 FEET; THENCE NORTH 33° 56' 18" EAST A DISTANCE OF 399.53 FEET; THENCE NORTH 57° 18' 52" EAST A DISTANCE OF 122.18 FEET; THENCE NORTH 38° 37' 13" EAST A DISTANCE OF 684.84 FEET; THENCE NORTH 08° 57' 22" EAST A DISTANCE OF 31.86 FEET; THENCE SOUTH 61° 22' 23" EAST A DISTANCE OF 126.23 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 900.00 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 42' 58", AN ARC DISTANCE OF 356.82 FEET; THENCE SOUTH 84° 05' 21" EAST A DISTANCE OF 237.09

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

FEET; THENCE SOUTH 05° 54' 39" WEST A DISTANCE OF 175.72 FEET; THENCE SOUTH 61° 58' 27" WEST A DISTANCE OF 250.16 FEET; THENCE SOUTH 76° 17' 09" WEST A DISTANCE OF 95.71 FEET; THENCE SOUTH 18° 26' 44" WEST A DISTANCE OF 88.84 FEET; THENCE SOUTH 65° 36' 00" WEST A DISTANCE OF 167.40 FEET; THENCE NORTH 85° 38' 04" WEST A DISTANCE OF 156.14 FEET; THENCE SOUTH 40° 46' 52" WEST DISTANCE OF 124.15 FEET; THENCE SOUTH 51° 22' 50" WEST A DISTANCE OF 146.37 FEET; THENCE NORTH 77° 07' 28" WEST A DISTANCE OF 219.61 FEET; THENCE SOUTH 39° 42' 59" WEST A DISTANCE OF 156.83 FEET; THENCE SOUTH 06° 13' 47" EAST A DISTANCE OF 62.96 FEET; THENCE SOUTH 53° 59' 22" WEST A DISTANCE OF 77.43 FEET; THENCE SOUTH 47° 32' 43" WEST A DISTANCE OF 258.78 FEET; THENCE SOUTH 71° 13' 52" WEST A DISTANCE OF 121.62 FEET, THENCE NORTH 88° 09' 34" WEST A DISTANCE OF 62.73 FEET, THENCE NORTH 34° 29' 44" WEST A DISTANCE OF 60.87 FEET TO THE TRUE POINT OF BEGINNING.

APN: 300-542-39
300-542-40

PARCEL 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE NORTH 00° 45' 27" EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16, A DISTANCE OF 561.69 FEET; THENCE SOUTH 89° 14' 33" EAST A DISTANCE OF 304.27 FEET, THENCE NORTH 21° 51' 10" EAST A DISTANCE OF 118.88 FEET; THENCE NORTH 56° 24' 02" EAST A DISTANCE OF 179.21 FEET; THENCE NORTH 33° 56' 18" EAST A DISTANCE OF 399.53 FEET; THENCE NORTH 57° 18' 52" EAST A DISTANCE OF 122.18 FEET; THENCE NORTH 38° 37' 13" EAST A DISTANCE OF 684.84 FEET; THENCE NORTH 08° 57' 22" EAST A DISTANCE OF 31.86 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 08° 57' 22" EAST A DISTANCE OF 161.08 FEET; THENCE NORTH 40° 57' 32" EAST A DISTANCE OF 69.43 FEET; THENCE SOUTH 87° 07' 00" EAST A DISTANCE OF 69.89 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 300.00 FEET (THE RADIAL TO SAID POINT BEARS NORTH 10° 56' 13" WEST), THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 106° 50' 52", AN ARC DISTANCE OF 559.45 FEET; THENCE SOUTH 05° 54' 39" WEST A DISTANCE OF 52.82 FEET, THENCE NORTH 84° 05' 21" WEST A DISTANCE OF 41.19 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 900.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 42' 58", AN ARC DISTANCE OF 356.82 FEET; THENCE NORTH 61° 22' 23" WEST A DISTANCE OF 126.23 FEET TO THE TRUE POINT OF BEGINNING.

APN: 300-542-41

PARCEL 3:

THAT PORTION OF THE EAST HALF OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE NORTH 69° 57' 24" EAST A DISTANCE OF 446.22 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 64° 45' 59" EAST, A DISTANCE OF 249.90 FEET; THENCE SOUTH 36° 37' 58" EAST A DISTANCE OF 511.79 FEET; THENCE SOUTH 20° 52' 54" WEST, A DISTANCE OF 305.34 FEET; THENCE NORTH 61° 22' 23" WEST, A DISTANCE OF 198.44 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 560.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE 84° 03' 01", AN ARC DISTANCE OF 821.49 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING NORTH OF SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, CERTIFICATE NO. 12-18, RECORDED MAY 24, 2013, AS [INSTRUMENT NO. 2013-0075084 OF OFFICIAL RECORDS](#).

APN: 300-542-48

Tract II:

Portions of Section 15 and Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, being more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 16; thence

- 1) South 88° 20' 25" East, along the North line of said Northeast quarter, a distance of 1,509.93 feet to the Northwest corner of that Parcel of land described in Document No. 2006-0143583, Official Records of Fresno County; thence along the Westerly boundary of said Parcel following subsequent courses and distances
- 2) South 21° 41' 28" West, a distance of 670.08 feet;
- 3) South 35° 31' 20" East, a distance of 830.19 feet; thence
- 4) South 40° 21' 32" East, a distance of 60.00 feet; thence
- 5) North 49° 38' 28" East, a distance of 27.92 feet; thence

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 6) South 14° 49' 50" East, a distance of 871.78 feet; thence
- 7) South 31° 36' 17" East, a distance of 489.62 feet; thence
- 8) North 45° 31' 54" East, a distance of 531.57 feet to the East line of said Northeast quarter of Section 16; thence
- 9) South 01° 13' 22" West, along said East line, a distance of 439.13 feet to the Northwest corner of the Southwest quarter of said Section 15; thence
- 10) South 88° 13' 13" East, along the North line of said Southwest quarter, a distance of 755.75 feet to the centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances
- 11) South 19° 56' 46" West, a distance of 72.49 feet; thence
- 12) North 85° 00' 30" West, a distance of 64.24 feet; thence
- 13) South 31° 16' 41" West, a distance of 173.07 feet; thence
- 14) South 07° 32' 49" West, a distance of 30.34 feet; thence
- 15) South 60° 14' 25" East, a distance of 15.12 feet; thence
- 16) North 51° 58' 21" East, a distance of 50.64 feet; thence
- 17) South 68° 02' 55" East, a distance of 20.01 feet; thence
- 18) South 08° 04' 11" East, a distance of 109.28 feet; thence
- 19) South 42° 12' 02" West, a distance of 12.77 feet; thence
- 20) North 87° 31' 46" West, a distance of 32.39 feet; thence
- 21) South 37° 15' 35" West, a distance of 11.40 feet; thence
- 22) South 17° 57' 04" East, a distance of 71.26 feet; thence
- 23) South 03° 52' 53" West, a distance of 37.55 feet; thence
- 24) South 37° 58' 25" West, a distance of 77.17 feet; thence
- 25) South 58° 06' 28" West, a distance of 52.04 feet; thence
- 26) North 55° 36' 08" West, a distance of 24.13 feet; thence
- 27) North 10° 41' 15" East, a distance of 88.28 feet; thence

- 28) North 35° 44' 47" West, a distance of 13.78 feet; thence
- 29) North 82° 10' 48" West, a distance of 56.38 feet; thence
- 30) South 70° 01' 31" West, a distance of 25.44 feet; thence
- 31) South 02° 10' 27" East, a distance of 47.81 feet; thence
- 32) South 87° 49' 33" West, a distance of 23.35 feet; thence
- 33) North 25° 34' 05" West, a distance of 33.23 feet; thence
- 34) North 45° 05' 04" West, a distance of 87.86 feet; thence
- 35) North 21° 03' 30" West, a distance of 82.48 feet; thence
- 36) South 66° 29' 29" West, a distance of 48.38 feet; thence
- 37) North 27° 08' 46" West, a distance of 61.63 feet; thence
- 38) South 54° 42' 00" West, a distance of 49.76 feet; thence
- 39) North 80° 26' 10" West, a distance of 123.11 feet; thence
- 40) South 62° 09' 18" West, a distance of 30.53 feet; thence
- 41) South 02° 44' 45" West, a distance of 47.97 feet; thence
- 42) South 41° 03' 28" East, a distance of 73.48 feet; thence
- 43) South 24° 09' 27" West, a distance of 53.77 feet; thence
- 44) South 75° 42' 11" West, a distance of 52.74 feet; thence
- 45) South 35° 36' 50" West, a distance of 206.11 feet to a point on the West line of said Southwest quarter of Section 15, said point being a distance of 721.70 feet Southerly of said Northwest corner of the Southwest quarter, thence leaving said West line and continuing along said centerline of White Fox Creek.
- 46) South 35° 36' 50" West, a distance of 172.00 feet, thence leaving said centerline
- 47) South 02° 29' 55" West, a distance of 186.99 feet to the Northeasterly corner of that Parcel of land described in Document No. [2002-0037453](#), Official Records of Fresno County, thence along the Northwesterly boundary of a said Parcel following the subsequent courses and distances
- 48) North 83° 40' 49" West, a distance of 195.90 feet, thence
- 49) North 06° 19' 11" East, a distance of 52.82 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 300.00 feet, thence along said curve

- 50) Northwesterly, through a central angle of $106^{\circ} 50' 52''$, an arc distance of 559.45 feet, thence
- 51) North $86^{\circ} 42' 28''$ West, 69.89 feet, thence
- 52) South $41^{\circ} 22' 04''$ West, 69.43 feet, thence
- 53) South $09^{\circ} 21' 54''$ West, a distance of 192.94 feet, thence
- 54) South $39^{\circ} 01' 45''$ West, a distance of 684.84 feet, thence
- 55) South $57^{\circ} 43' 24''$ West, a distance of 122.18 feet, thence
- 56) South $34^{\circ} 20' 50''$ West, a distance of 399.53 feet, thence
- 57) South $56^{\circ} 48' 34''$ West, a distance of 179.21 feet, thence
- 58) South $22^{\circ} 15' 42''$ West, a distance of 118.88 feet, thence
- 59) South $34^{\circ} 05' 12''$ East, a distance of 60.87 feet, thence leaving said Northwesterly boundary
- 60) South $38^{\circ} 49' 04''$ West, a distance of 106.13 feet, returning to said centerline of White Fox Creek, thence along said centerline following the subsequent courses and distances
- 61) South $10^{\circ} 05' 17''$ West, a distance of 146.41 feet, thence
- 62) South $12^{\circ} 27' 46''$ East, a distance of 128.54 feet, thence
- 63) South $20^{\circ} 18' 39''$ West, a distance of 86.52 feet, thence
- 64) South $71^{\circ} 09' 21''$ West, a distance of 160.16 feet, thence
- 65) South $57^{\circ} 24' 44''$ West, a distance of 39.40 feet to the South line of the Southeast quarter of said Section 16; thence
- 66) North $88^{\circ} 48' 08''$ West, along said South line, a distance of 70.53 feet to the Southwest corner of the East half of the West half of said Southeast quarter, thence
- 67) North $01^{\circ} 09' 59''$ East, along the West line of said East half, a distance of 988.87 feet to the most Southwesterly corner of that Parcel of land described in Document No. [2002-0037456](#), Official Records of Fresno County, thence along the Easterly boundary of said Parcel following the subsequent courses and distances:
- 68) South $88^{\circ} 17' 13''$ East, a distance of 172.04 feet, thence
- 69) North $50^{\circ} 29' 02''$ East, a distance of 229.77 feet, thence
- 70) North $37^{\circ} 55' 01''$ East, a distance of 582.64 feet, thence

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 71) North 44° 57' 55" East, a distance of 366.25 feet, thence
- 72) South 60° 57' 51" East, a distance of 178.34 feet, thence
- 73) North 21° 17' 26" East, a distance of 578.19 feet, thence
- 74) North 36° 13' 26" West, a distance of 681.91 feet, thence
- 75) North 00° 55' 14" West, a distance of 634.33 feet, thence
- 76) North 35° 39' 41" West, a distance of 126.89 feet, thence
- 77) North 49° 38' 17" East, a distance of 67.61 feet, thence
- 78) North 40° 21' 43" West, a distance of 119.90 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 360.00 feet, thence along said curve
- 79) Northwesterly, through a central angle of 16° 11' 26", an arc distance of 101.73 feet, thence
- 80) North 06° 09' 27" West, a distance of 306.42 feet, thence
- 81) North 88° 20' 01' West, a distance of 298.19 feet, thence
- 82) South 45° 06' 32" West, a distance of 167.09 feet, thence
- 83) North 88° 57' 00' West, a distance of 84.95 feet, thence
- 84) South 03° 16' 52" West, a distance of 127.97 feet, thence
- 85) South 06° 39' 54" East, a distance of 61.17 feet, thence
- 86) South 02° 53' 11" West, a distance of 363.84 feet, thence
- 87) North 63° 00' 46" East, a distance of 442.99 feet, thence
- 88) South 35° 42' 32" East, a distance of 146.77 feet, thence
- 89) South 39° 24' 48" West, a distance of 98.07 feet, thence
- 90) South 53° 32' 51" West, a distance of 704.59 feet, thence
- 91) South 01° 09' 59" West, 397.31 feet to the Northwest corner of said East half; thence
- 92) North 88° 34' 23" West, along the South line of said Northeast quarter of Section 16, a distance of 613.41 feet to the Southeasterly corner of that Parcel of land described in Document No. [2002-0037457](#), Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances:
- 93) North 20° 25' 28" East, a distance of 413.22 feet, thence

- 94) North 14° 51' 32" East, a distance of 626.05 feet, thence
- 95) North 36° 58' 51" East, a distance of 273.76 feet, thence
- 96) South 76° 43' 35" East, a distance of 83.61 feet, thence
- 97) North 11° 58' 51" East, a distance of 745.82 feet, thence
- 98) North 48° 42' 42" West, a distance of 398.99 feet, thence
- 99) North 74° 41' 00" West, a distance of 139.69 feet, thence
- 100) South 29° 28' 42" West, a distance of 611.16 feet to the West line of said Northeast quarter of Section 16; thence
- 101) North 01° 08' 39" East, along the West line of said Northeast quarter, a distance of 940.87 feet to the point of beginning.

This legal is made pursuant to that certain Certificate of Compliance recorded August 22, 2008 as Instrument No. [2008-0120599](#) of Official Records.

Together with that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East a distance of 397.31 feet; thence North 53° 08' 19" East, a distance of 704.59 feet; thence North 39° 00' 16" East, a distance of 98.07 feet; thence North 36° 07' 04" West, a distance of 146.77 feet; thence South 62° 36' 14" West, a distance of 442.99 feet; thence North 02° 28' 39" East, a distance of 363.84 feet; thence North 07° 04' 26" West, a distance of 61.17 feet; thence North 02° 52' 20" East, a distance of 127.97 feet; thence South 89° 21' 32" East, a distance of 84.95 feet; thence North 44° 42' 00" East, a distance of 167.09 feet; thence South 88° 44' 33" East, a distance of 298.19 feet; thence South 06° 33' 59" East, a distance of 306.42 feet to a point on a non-tangent curve, concave to the Southwest, with a radius of 360.00 feet (the radial to said point bears North 33° 02' 19" East); thence Southeasterly along said curve, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence South 40° 46' 15" East, a distance of 119.90 feet; thence South 49° 13' 45" West, a distance of 67.61 feet; thence South 36° 04' 13" East, a distance of 126.89 feet; thence South 01° 19' 46" East, a distance of 634.33 feet; thence South 36° 37' 58" East, a distance of 681.91 feet; thence South 20° 52' 54" West, a distance of 578.18 feet; thence North 61° 22' 23" West, a distance of 178.34 feet; thence South 44° 33' 23" West, a distance of 366.25 feet; thence South 37° 30' 29" West, a distance of 582.64 feet; thence South 50° 04' 30" West, a distance of 229.77 feet; thence North 88° 41' 45" West, a distance of 172.04 feet to a point on the West line of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, along said West line of the East half of the West half of the Southeast quarter of Section 16, a distance of 1,637.46 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof described as follows:

Commencing at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 69° 57' 24" East, a distance of 446.22 feet to the true point of beginning of this description;

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

thence South 64° 45' 59" East, a distance of 249.90 feet; thence South 36° 37' 58" East, a distance of 511.79 feet; thence South 20° 52' 54" West, a distance of 305.34 feet; thence North 61° 22' 23" West, a distance of 198.44 feet to the point of curvature of a curve, concave to the Northeast, with a radius of 560.00 feet; thence Northwesterly and Northeasterly along said curve, through a central angle 84° 03' 01", an arc distance of 821.49 feet to the true point of beginning.

EXCEPTING THEREFROM that portion lying North of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

This legal description is made pursuant to that certain Certificate Approving a Lot Line Adjustment, Certificate No. 12-18 shown as Parcel C, recorded May 24, 2013, as Instrument No. [13-75084](#) of Official Records.

APN: 300-542-32
300-542-33
300-542-52

Tract III:

Portions of Section 15 and Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, being more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 16; thence

- 1) South 88° 20' 25" East, along the North line of said Northeast quarter, a distance of 1,509.93 feet to the Northwest corner of that parcel of land described in [Document No. 2006-0143583](#), Official Records of Fresno County; thence along the Westerly boundary of said Parcel following subsequent courses and distances
- 2) South 21° 41' 28" West, a distance of 670.08 feet;
- 3) South 35° 31' 20" East, a distance of 830.19 feet; thence
- 4) South 40° 21' 32" East, a distance of 60.00 feet; thence
- 5) North 49° 38' 28" East, a distance of 27.92 feet; thence
- 6) South 14° 49' 50" East, a distance of 871.78 feet; thence
- 7) South 31° 36' 17" East, a distance of 489.62 feet; thence
- 8) North 45° 31' 54" East, a distance of 531.57 feet to the East line of said Northeast quarter of Section 16; thence
- 9) South 01° 13' 22" West, along said East line, a distance of 439.13 feet to the Northwest corner of the Southwest quarter of said Section 15; thence
- 10) South 88° 13' 13" East, along the North line of said Southwest quarter, a distance of 755.75 feet to the centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 11) South 19° 56' 46" West, a distance of 72.49 feet; thence
- 12) North 85° 00' 30" West, a distance of 64.24 feet; thence
- 13) South 31° 16' 41" West, a distance of 173.07 feet; thence
- 14) South 07° 32' 49" West, a distance of 30.34 feet; thence
- 15) South 60° 14' 25" East, a distance of 15.12 feet; thence
- 16) North 51° 58' 21" East, a distance of 50.64 feet; thence
- 17) South 68° 02' 55" East, a distance of 20.01 feet; thence
- 18) South 08° 04' 11" East, a distance of 109.28 feet; thence
- 19) South 42° 12' 02" West, a distance of 12.77 feet; thence
- 20) North 87° 31' 46" West, a distance of 32.39 feet; thence
- 21) South 37° 15' 35" West, a distance of 11.40 feet; thence
- 22) South 17° 57' 04" East, a distance of 71.26 feet; thence
- 23) South 03° 52' 53" West, a distance of 77.17 feet; thence
- 24) South 37° 58' 25" West, a distance of 77.17 feet; thence
- 25) South 58° 06' 28" West, a distance of 52.04 feet; thence
- 26) North 55° 36' 08" West, a distance of 24.13 feet; thence
- 27) North 10° 41' 15" East, a distance of 88.28 feet; thence
- 28) North 35° 44' 47" West, a distance of 13.78 feet; thence
- 29) North 82° 10' 48" West, a distance of 56.38 feet; thence
- 30) South 70° 01' 31" West, a distance of 25.44 feet; thence
- 31) South 02° 10' 27" East, a distance of 47.81 feet; thence
- 32) South 87° 49' 33" West, a distance of 23.35 feet; thence
- 33) North 25° 34' 05" West, a distance of 33.23 feet; thence
- 34) North 45° 05' 04" West, a distance of 87.86 feet; thence

- 35) North 21° 03' 30" West, a distance of 82.48 feet; thence
- 36) South 66° 29' 29" West, a distance of 48.38 feet; thence
- 37) South 27° 08' 46" East, a distance of 61.63 feet; thence
- 38) South 54° 42' 00" West, a distance of 49.76 feet; thence
- 39) North 58° 26' 10" West, a distance of 123.11 feet; thence
- 40) South 62° 09' 18" West, a distance of 30.53 feet; thence
- 41) South 02° 44' 45" West, a distance of 47.97 feet; thence
- 42) South 41° 03' 28" East, a distance of 73.48 feet; thence
- 43) South 24° 09' 27" West, a distance of 53.77 feet; thence
- 44) South 75° 42' 11" West, a distance of 52.74 feet; thence
- 45) South 35° 36' 50" West, a distance of 206.11 feet to a point on the West line of said Southwest quarter of Section 15, said point being a distance of 721.70 feet Southwesterly of said Northwest corner of the Southwest quarter; thence leaving said West line and continuing along said centerline of White Fox Creek
- 46) South 35° 36' 50" West, a distance of 172.00 feet; thence leaving said centerline
- 47) South 02° 29' 55" West, a distance of 186.99 feet to the Northeasterly corner of that parcel of land described in [Document No. 2002-0037453](#), Official Records of Fresno County; thence along the Northwesterly boundary of a said Parcel following the subsequent courses and distances
- 48) North 83° 40' 49" West, a distance of 195.90 feet; thence
- 49) North 06° 19' 11" East, a distance of 52.82 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 300.00 feet; thence along said curve
- 50) Northwesterly, through a central angle of 106° 50' 52", an arc distance of 559.45 feet; thence
- 51) North 86° 42' 28" West, a distance of 69.89 feet; thence
- 52) South 41° 22' 04" West, a distance of 69.43 feet; thence
- 53) South 09° 21' 54" West, a distance of 192.94 feet; thence
- 54) South 39° 01' 45" West, a distance of 684.84 feet; thence
- 55) South 57° 43' 24" West, a distance of 122.18 feet; thence
- 56) South 34° 20' 50" West, a distance of 399.53 feet; thence

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 57) South 56° 48' 34" West, a distance of 179.21 feet; thence
- 58) South 22° 15' 42" West, a distance of 118.88 feet; thence
- 59) South 34° 05' 12" East, a distance of 60.87 feet; thence leaving said Northwesterly boundary
- 60) South 38° 49' 04" West, a distance of 106.13 feet, returning to said centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances
- 61) South 10° 05' 17" West, a distance of 146.41 feet; thence
- 62) South 12° 27' 46" East, a distance of 128.54 feet; thence
- 63) South 20° 18' 39" West, a distance of 86.52 feet; thence
- 64) South 71° 09' 21" West, a distance of 160.16 feet; thence
- 65) South 57° 24' 44" West, a distance of 39.40 feet to the South line of the Southeast quarter of said 16; thence
- 66) North 88° 48' 08" West, along said South line, a distance of 70.53 feet to the Southwest corner of the East half of the West half of said Southeast quarter; thence
- 67) North 01° 09' 59" East, along the West line of said East half, a distance of 988.87 feet to the most Southerly corner of that parcel of land described in [Document No. 2002-0037456](#), Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances
- 68) South 88° 17' 13" East, a distance of 172.04 feet; thence
- 69) North 50° 29' 02" East, a distance of 229.77 feet; thence
- 70) North 37° 55' 01" East, a distance of 582.64 feet; thence
- 71) North 44° 57' 55" East, a distance of 366.25 feet; thence
- 72) South 60° 57' 51" East, a distance of 178.34 feet; thence
- 73) North 21° 17' 26" East, a distance of 578.19 feet; thence
- 74) North 36° 13' 26" West, a distance of 681.91 feet; thence
- 75) North 00° 55' 14" West, a distance of 634.33 feet; thence
- 76) North 35° 39' 41" West, a distance of 126.89 feet; thence
- 77) North 49° 38' 17" East, a distance of 67.61 feet; thence

- 78) North 40° 21' 43" West, a distance of 119.90 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 360.00 feet; thence along said curve
- 79) Northwesterly, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence
- 80) North 86° 09' 27" West, a distance of 306.42 feet; thence
- 81) North 88° 20' 01" West, a distance of 298.19 feet; thence
- 82) South 45° 06' 32" West, a distance of 167.09 feet; thence
- 83) North 88° 57' 00" West, a distance of 84.95 feet; thence
- 84) South 03° 16' 52" West, a distance of 127.97 feet; thence
- 85) South 06° 39' 54" East, a distance of 61.17 feet; thence
- 86) South 02° 53' 11" West, a distance of 363.84 feet; thence
- 87) North 63° 00' 46" East, a distance of 442.99 feet; thence
- 88) South 35° 42' 32" East, a distance of 146.77 feet; thence
- 89) South 39° 24' 48" West, a distance of 98.07 feet; thence
- 90) South 53° 32' 51" West, a distance of 704.59 feet; thence
- 91) South 01° 09' 59" West, a distance of 397.31 feet to the Northwest corner of said East half; thence
- 92) North 88° 34' 23" West, along the South line of said Northeast quarter of Section 16, a distance of 613.41 feet to the Southeasterly corner of that parcel of land described in [Document No. 2002-0037457](#), Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances
- 93) North 20° 25' 28" East, a distance of 413.22 feet; thence
- 94) North 14° 51' 32" East, a distance of 626.05 feet; thence
- 95) North 36° 58' 51" East, a distance of 273.76 feet; thence
- 96) South 76° 43' 55" East, a distance of 83.61 feet; thence
- 97) North 11° 58' 51" East, a distance of 745.82 feet; thence
- 98) North 48° 42' 42" West, a distance of 398.99 feet; thence
- 99) North 74° 41' 00" West, a distance of 13969 feet; thence

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

- 100) South 29° 28' 42" West, a distance of 611.16 feet to the West line of said Northeast quarter of Section 16; thence
- 101) North 01° 08' 39" East, along the West line of said Northeast quarter, a distance of 940.87 feet to the point of beginning.

This legal is made pursuant to that certain Certificate of Correction recorded [August 22, 2008, as Instrument No. 2008-0120599](#) of Official Records.

TOGETHER WITH that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, a distance of 397.31 feet; thence North 53° 08' 19" East, a distance of 704.59 feet; thence North 39° 00' 16" East, a distance of 98.07 feet; thence North 36° 07' 04" West, a distance of 146.77 feet; thence South 62° 36' 14" West, a distance of 442.99 feet; thence North 02° 28' 39" East, a distance of 363.84 feet; thence North 07° 04' 26" West, a distance of 61.17 feet; thence North 02° 52' 20" East, a distance of 127.97 feet; thence South 89° 21' 32" East, a distance of 84.95 feet; thence North 44° 42' 00" East, a distance of 167.09 feet; thence South 88° 44' 33" East, a distance of 298.19 feet; thence South 06° 33' 59" East, a distance of 306.42 feet to a point on a non-tangent curve, concave to the Southwest, with a radius of 360.00 feet (the radial to said point bears North 33° 02' 19" East); thence Southeasterly along said curve, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence South 40° 46' 15" East, a distance of 119.90 feet; thence South 49° 13' 45" West, a distance of 67.61 feet; thence South 36° 04' 13" East, a distance of 126.89 feet; thence South 01° 19' 46" East, a distance of 634.33 feet; thence South 36° 37' 58" East, a distance of 681.91 feet; thence South 20° 52' 54" West, a distance of 578.18 feet; thence North 61° 22' 23" West, a distance of 178.34 feet; thence South 44° 33' 23" West, a distance of 366.25 feet; thence South 37° 30' 29" West, a distance of 582.64 feet; thence South 50° 04' 30" West, a distance of 229.77 feet; thence North 88° 41' 45" West, a distance of 172.04 feet to a point on the West line of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, along said West line of the East half of the West half of the Southeast quarter of Section 16, a distance of 1,637.46 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying South of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

ALSO that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Commencing at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 69° 57' 24" East, a distance of 446.22 feet to the true point of beginning of this description; thence South 64° 45' 59" East, a distance of 249.90 feet; thence South 36° 37' 58" East, a distance of 511.79 feet; thence South 20° 52' 54" West, a distance of 305.34 feet; thence North 61° 22' 23" West, a distance of 198.44 feet to the point of curvature of a curve, concave to the Northeast, with a radius of 560.00 feet; thence Northwesterly and Northeasterly along said curve, through a central angle 84° 03' 01", an arc distance of 821.49 feet to the true point of beginning.

EXCEPTING THEREFROM that portion lying South of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

This legal description is made pursuant to that certain Certificate approving a Lot Line Adjustment, Certificate No. 12-18, shown as Parcel A, recorded [May 24, 2013](#), as [Instrument No. 2013-75084](#) of Official Records.

APN: 300-542-51

Tract IV:

PARCEL ONE:

That portion of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, described as follows:

Beginning at the Northeast corner of said Northeast quarter of Section 16; thence South 00° 48' 55" West, along the East line of said Northeast quarter of Section 16, a distance of 117.01 feet to a point on a non-tangent curve, concave to the Northwest, with a radius of 720.00 feet (the radial of said point bears South 56° 21' 13" East); thence Southwesterly along said curve, through a central angle of 18° 39' 09", an arc distance of 234.40 feet; thence South 52° 17' 56" West, a distance of 203.01 feet to the point of curvature of a curve, concave to the Southeast, with a radius of 750.00 feet; thence Southwesterly along said curve, through a central angle of 33° 20' 47", an arc distance of 436.50 feet; thence South 18° 57' 09" West, a distance of 149.51 feet to the point of curvature of a curve, concave to the Northwest, with a radius of 650.00 feet; thence Southwesterly along said curve, through a central angle of 30° 22' 08", an arc distance of 344.52 feet; thence South 49° 14' 01" West, a distance of 11.58 feet; thence South 40° 45' 59" East, a distance of 35.89 feet to the point of curvature of a curve, concave to the Southwest, with a radius of 345.00 feet; thence Southeasterly along said curve, through a central angle of 25° 31' 42", an arc distance of 153.72 feet; thence South 15° 14' 17" East, a distance of 451.32 feet; thence North 74° 45' 43" East, a distance of 30.00 feet; thence South 89° 11' 05" East, a distance of 552.47 feet to a point on the East line of said Northeast quarter of Section 16; thence South 00° 48' 55" West, along said East line of the Northeast quarter of Section 16, a distance of 389.12 feet; thence South 45° 07' 27" West, a distance of 531.57 feet; thence North 32° 00' 44" West, a distance of 489.62 feet; thence North 15° 14' 17" West, a distance of 871.78 feet; thence South 49° 14' 01" West, a distance of 27.92 feet; thence North 40° 45' 59" West, a distance of 60.00 feet; thence North 35° 55' 47" West, a distance of 830.19 feet; thence North 21° 17' 01" East, a distance of 670.13 feet to a point on the North line of said Northeast quarter of Section 16; thence South 88° 44' 42" East, along said North line of the Northeast quarter of Section 16, a distance of 12,200.88 feet to the point of beginning.

This legal description is made pursuant to that certain Certificate approving a Lot Line Adjustment, Certificate No. Placer 01-15(A), recorded [September 30, 2002](#), as [Instrument No. 02-170737](#) of Official Records.

APN: 300-542-05

PARCEL TWO:

That portion of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Southwest corner of said Northeast quarter of Section 16; thence North 00° 44' 07" East, along the West line of said Northeast quarter of Section 16, a distance of 1,688.31 feet; thence North 29° 04' 10" East, a distance of 611.16 feet; thence South 75° 05' 32" East, a distance of 139.69 feet; thence South 49° 07' 14" East, a distance of 398.99 feet; thence South 11° 34' 19" West, a distance of 745.82 feet; thence North 77° 08' 07" West, a distance of 83.61 feet; thence South 36° 34' 19" West, a distance of 273.76 feet;

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

thence South 14° 27' 00" West, a distance of 626.05 feet; thence South 20° 00' 56" West, a distance of 413.22 feet to a point on the South line of said Northeast quarter of Section 16; thence North 88° 58' 45" West, along said South line of the Northeast quarter of Section 16, a distance of 63.38 feet to the point of beginning.

APN: 300-542-03

PARCEL THREE:

Easement appurtenant to Parcels One and Two:

A temporary easement for ingress and egress, access and public utility purposes, 60 feet in width, along the Northerly and Westerly boundaries of Fresno County, APN: 300-541-45 (now APN: 300-542-51), appurtenant to Fresno County APN: 300-541-05 and 300-531-03 (now APN: 300-542-05 and 300-542-03, respectively) (the Dominant Tenement) as described above, expiring upon Dominant tenement receiving alternative recorded access.

PARCEL FOUR:

Easement appurtenant to Parcel Two:

All easements and easement rights for ingress, egress, and utility purposes over and across the South 60 feet of Said Section 16, less any portion lying in Parcel 3 above, by that certain document entitled "Grant of Ingress, Egress, Access and Utility Easement and Agreement" by and among Millerton Investments, LLCC, a California limited liability company, as Grantor, and Grantor Real Estate Investments, LLC, a California limited liability company, as Grantee, which document recorded August 15, 2016 as Document No. [2016-0106338](#), Fresno County Records.

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

MATTERS AFFECTING TRACT I:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-39	
Code No.	:	076-068	
1st Installment	:	\$465.63	Marked Paid
2nd Installment	:	\$465.63	NOT Marked Paid
Land Value	:	\$63,526.00	

3. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-40	
Code No.	:	076-073	
1st Installment	:	\$22.62	Marked Paid
2nd Installment	:	\$22.62	NOT Marked Paid
Land Value	:	\$3,628.00	

4. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-41	
Code No.	:	076-068	
1st Installment	:	\$104.64	Marked Paid
2nd Installment	:	\$104.64	NOT Marked Paid
Land Value	:	\$14,175.00	

5. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-48	
Code No.	:	076-068	
1st Installment	:	\$183.43	Marked Paid
2nd Installment	:	\$183.43	NOT Marked Paid
Land Value	:	\$25,301.00	

6. 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.

THE FOLLOWING AFFECT PARCELS 1:

7. The effect of the fact that Parcel Map No. 5768, recorded in [Book 42 at Page 11](#) of Parcel Maps, discloses "Thread of Stream".

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

Granted To : San Joaquin Power Company
 For : poles and wires for telephone line and incidental purposes
 Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
 Affects : portion of said land

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

Granted To : Pacific Gas and Electric Company
 For : Pole lines and/or underground conduits and incidental purposes
 Recorded : July 10, 1945 in Official Records under Recorder's Serial Number 27076
 Affects : The Southeast quarter of the Southwest quarter of Section 11, Township 11 South, Range 21 East

The image(s) for exception(s) 19 herein is/are unavailable to hyper link. If you need a copy of this image please contact an advisory title officer.

10. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
 Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

11. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
 Executed By : Sunrise Crest, Inc., a California corporation; Granville Homes, Inc., a California corporation; Norman Christensen; Nora Christensen; JPJ, Inc., a California corporation and A. Ben Ewell, Jr.
 Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

12. Terms and provisions as contained in an instrument,
- Entitled : Covenant and Agreement Regarding the Creation of Easement For Road Purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060913](#)
13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
- For : Public utilities and incidental purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060918](#)
- Affects : Parcel 5 of Parcel 1
14. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
- For : Public utilities purposes and incidental purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060920](#)
- Affects : Parcel 5 of Parcel 1
15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision and the State of California
- For : public water tank, public utilities, access purposes and incidental purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060921](#)
- Affects : Said Land

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

Granted To : County of Fresno, a political subdivision of the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060922](#)
Affects : Parcel 3 of Parcel 1

THE FOLLOWING AFFECT PARCELS 2 AND 3:

17. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

18. Terms and provisions as contained in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

For : Ingress, egress, road and utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)

20. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : James R. Maxwell, et al
 For : Road and utility and incidental purposes
 Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
 Affects : as described therein
21. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Spy-Luvial Company, a California corporation
 For : Road and utility and incidental purposes
 Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 88029494](#)
 Affects : as described therein
22. Terms and provisions as contained in an instrument,
- Entitled : Grant Deed
 Recorded : [April 1, 1988 in Official Records under Recorder's Serial Number 88-34750](#)
23. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Pacific Gas & Electric Company, a California corporation
 For : Public utilities and incidental purposes
 Recorded : [September 19, 1990 in Official Records under Recorder's Serial Number 90113102](#)
 Affects : as described therein
24. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno
 For : Access and utility and incidental purposes
 Recorded : [April 15, 1991 in Official Records under Recorder's Serial Number 91043549](#)
 Affects : as described therein

25. Terms and provisions as contained in an instrument,

Entitled : Mutual Benefit Agreement
Executed By : The Clarksfield Company, Inc. and Clovis United School District
Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

The above matter is also recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98172655](#).

The above matter is also recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98172656](#).

The above matter is also recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98172657](#).

The terms and provisions contained in the document entitled "Assignment" recorded [March 22, 2012 as Instrument No. 2012-0040927](#) of Official Records

26. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005495](#)

27. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005496](#)

28. Terms and provisions as contained in an instrument,

Entitled : Pro-Rata Share for Improvements
Executed By : California Department of Transportation and The Clarksfield Company, Inc.
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)

29. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Coveants Affecting Real Property
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

THE FOLLOWING AFFECTS PARCEL4:

30. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

31. Terms and provisions as contained in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

Granted To : Charles M. Forman, as trustee under the Forman Community Property Trust Under Declaration of Trust dated July 30, 1975; Jerome M. Drell and Eunice Drell, Trustees Under Trust Agreement dated December 10, 1980, Jerome M. Drell and Eunice Drell, Trustors and Trustees; and Margaret Y. Nef, a widow
For : Ingress, egress, road and utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : as described therein

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

Granted To : James R. Maxwell, et al
For : Road, utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : as described therein

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

Granted To : Spy-Luvial Company, a California corporation
For : Road, utility and incidental purposes
Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 88029494](#)
Affects : as described therein

Covenants, conditions and restrictions as contained in Grant Deed recorded on [April 1, 1988 as Instrument No. 88-34750](#) of Official Records.

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

Granted To : County of Fresno
For : Access, utility easement and incidental purposes
Recorded : [April 15, 1991 in Official Records under Recorder's Serial Number 91043549](#)
Affects : as described therein

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

36. Terms and provisions as contained in an instrument,

Entitled : Mutual Benefit Agreement
Executed By : The Clarksfield Company, Inc. and Clovis Unified School District
Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

The above matter is also recorded [in Official Records under Recorder's Serial Number 98172655](#).

The above matter is also recorded [in Official Records under Recorder's Serial Number 98172656](#).

The above matter is also recorded [in Official Records under Recorder's Serial Number 98172657](#).

37. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Executed By : The Clarksfield Company Inc. and County of Fresno
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005495](#)

38. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005496](#)

39. Terms and provisions as contained in an instrument,

Entitled : Pro-Rata Share For Improvements
Executed By : California Department of Transportation and The Clarksfield Company, Inc.
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

40. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

MATTERS AFFECTING TRACT II:

41. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

42. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-32	
Code No.	:	076-094	
1st Installment	:	\$210.73	Marked Paid
2nd Installment	:	\$210.73	NOT Marked Paid
Land Value	:	\$28,810.00	

43. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-33	
Code No.	:	076-094	
1st Installment	:	\$0.00 NO TAXES DUE	NOT Marked Paid
2nd Installment	:	\$0.00 NO TAXES DUE	NOT Marked Paid
Land Value	:	\$2,945.00	

NO TAXES DUE

44. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-52	
Code No.	:	076-097	
1st Installment	:	\$2,041.58	Marked Paid
2nd Installment	:	\$2,041.58	NOT Marked Paid
Land Value	:	\$274,696.00	
Imp. Value	:	\$5,500.00	

45. 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.

46. Water rights, claims or title to water, whether or not shown by the public records.
47. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of White Fox Lane, and any public records.

48. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : September 21, 1987 in Official Records under Recorder's Serial
Number 87116032

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial
Number 87130454](#).

49. Terms and provisions as contained in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
Recorded : [September 21, 1987 in Official Records under Recorder's Serial
Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial
Number 87130455](#).

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

Granted To : Charles M. Forman, as trustee under the Forman Community
Property Trust Under Declaration of Trust dated July 30, 1975;
Jerome M. Drell and Eunice Drell, Trustees Under Trust Agreement
dated December 10, 1980, Jerome M. Drell and Eunice Drell, Trustors
and Trustees; and Margaret Y. Nef, a widow
For : Ingress, egress, road and utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial
Number 87143714](#)
Affects : as described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Granted To : James R. Maxwell, et al
 For : Road, utility and incidental purposes
 Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
 Affects : as described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Granted To : Spy-Luvial Company, a California corporation
 For : Road, utility and incidental purposes
 Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 88029494](#)
 Affects : as described therein

Covenants, conditions and restrictions as contained in Grant Deed recorded on [April 1, 1988 as Instrument No. 88-34750](#) of Official Records.

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

Granted To : County of Fresno
 For : Access, utility easement and incidental purposes
 Recorded : [April 15, 1991 in Official Records under Recorder's Serial Number 91043549](#)
 Affects : as described therein

54. Terms and provisions as contained in an instrument,

Entitled : Mutual Benefit Agreement
 Executed By : The Clarksfield Company, Inc. and Clovis Unified School District
 Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

The above matter is also recorded in [Official Records under Recorder's Serial Number 98172655](#).

The above matter is also recorded in [Official Records under Recorder's Serial Number 98172656](#).

The above matter is also recorded in [Official Records under Recorder's Serial Number 98172657](#).

55. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Executed By : The Clarksfield Company Inc. and County of Fresno
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005495](#)

56. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005496](#)

57. Terms and provisions as contained in an instrument,

Entitled : Pro-Rata Share For Improvements
Executed By : California Department of Transportation and The Clarksfield Company, Inc.
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)

58. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

THE FOLLOWING MATTERS AFFECT TRACT III:

59. Taxes and assessments, general and special, for the fiscal year 2016 - 2017, a lien, but not yet due or payable.
60. 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.
61. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.
62. Any title or claim of interest of the United States of America, State of California, or claimants thereunder, based upon the assertion that said land was known to be mineral in character on February 1, 1907, the date of the Survey thereof was approved by the Surveyor General.

Said matters affect a portion lying within said Section 16

63. Matters as contained or referred to in an instrument,
- Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

64. Offer of Dedication in an instrument,
- Entitled : Irrevocable Offer of Conveyance (Easement)
Dated : September 18, 1987
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

Entitled : Covenant and Agreement Regarding Fire Protection Measures
Dated : September 18, 1987
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116034](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130456](#).

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

Instrument : Grant Deed
Granted To : Charles M. Forman, et al
For : Ingress, egress, road and utility
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : As described therein

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

Instrument : Grant Deed
Granted To : James R. Maxwell, et al
For : Road and utility
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : As described therein

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

Instrument : Grant Deed
Granted To : Spy-Luvial Company, a California corporation
For : Road and utility
Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 8829494](#)
Affects : As described therein

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

Instrument : Partnership Grant Deed
 Granted To : County of Fresno
 For : Access and utility easement
 Recorded : [January 15, 1991 in Official Records under Recorder's Serial Number 9143549](#)
 Affects : As described therein

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

Entitled : Mutual Benefit Agreement between the Clarksfield Company, Inc., and Clovis Unified School District
 Executed By : The Clarksfield Company, Inc., and the Clovis Unified School District
 Dated : October 29, 1998
 Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172655](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172656](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172657](#).

71. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
 In Favor Of : The Clarksfield Company, Inc.
 Dated : January 12, 1999
 Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 1999-0005495](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

72. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Improvement and
Maintenance of Private Roads
In Favor Of : The Clarksfield Company, Inc.
Dated : January 12, 1999
Recorded : [January 13, 1999 in Official Records under Recorder's Serial
Number 1999-0005496](#)

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

Entitled : Certificate of Waiver of Parce Map No. 97-07
Executed By : The Clarksfield Company, Inc., a California corporation
Recorded : [May 11, 1999 in Official Records under Recorder's Serial Number
1999-0071448](#)

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

Entitled : Pro-Rate Share for Improvements
Executed By : California Department of Transportation and The Clarksfield
Company, Inc.
Dated : April 10, 2003
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number
2003-0110288](#)

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

Entitled : Settlement Agreement (including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number
2007-0146467](#)

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

Entitled : Certificate of Compliance
Executed By : County of Fresno
Dated : August 21, 2008
Recorded : [August 22, 2008 in Official Records under Recorder's Serial Number
2008-0120599](#)

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

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

Instrument : Grant Deed
Granted To : Grantor Real Estate Investment, LLC, a California limited liability company
For : Temporary ingress and egress and access and public utilities
Recorded : [March 22, 2013 in Official Records under Recorder's Serial Number 2013-042479](#)
Affects : The Northerly and Westerly 60 feet of said land

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

Instrument : Grant of Engress, Egress, Access and Utility Easement and Agreement
Granted To : Grantor Real Estate Investments, LLC, a California limited liability company
For : Road Purposes, including ingress and egress and access for underground utilities
Recorded : [August 15, 2016 in Official Records under Recorder's Serial Number 2016-0106338](#)
Affects : The South 60 Feet of Said Parcel Eleven

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

Amount : \$4,900,000.00
Trustor/Borrower : Millerton Investments, 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 : July 6, 2016
Recorded : August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114793
Loan No. : 2425L
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other land

MATTERS AFFECTING TRACT IV:

80. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

81. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-05	
1st Installment	:	\$6,637.56	Marked Paid
2nd Installment	:	\$6,637.56	NOT Marked Paid

82. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-03	
1st Installment	:	\$3,824.23	Marked Paid
2nd Installment	:	\$3,824.23	NOT Marked Paid

83. 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.

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

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

Further information may be obtained by contacting:

85. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

86. Offer of Dedication in an instrument,

Entitled	:	Irrevocable Offer of Conveyance (Easement)
To	:	County of Fresno
For	:	Future public road
Dated	:	May 31, 1984
Recorded	:	June 1, 1984 in Official Records under Recorder's Serial Number 84053151

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

Instrument : Grant of Easement
 Granted To : Charles Forman, et al
 For : Private road and underground utilities
 Recorded : [June 22, 1984 in Official Records under Recorder's Serial Number 84-60046](#)
 Affects : As described therein

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

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
 Dated : September 18, 1987
 Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

89. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
 To : County of Fresno
 For : Future public road
 Dated : September 18, 1987
 Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)
 Affects : Parcels One and Three

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

Entitled : Covenant and Agreement Regarding Fire Protection Measures
 Dated : September 18, 1987
 Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116034](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130456](#).

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

Instrument : Grant Deed
Granted To : James R. Maxwell, et al
For : Road and utility
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87-143714](#)
Affects : Parcel One

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

Entitled : Mutual Benefit Agreement Between The Clarksfield Company, Inc., and Clovis Unified School District
Executed By : The Clarksfield Company, Inc., and Clovis Unified School District
Dated : October 29, 1998
Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)
Returned to
Address : Clovis Unified School District, 1450 Herndon Avenue, Clovis, California 93611-0599

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172655](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172656](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172657](#).

93. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Dated : January 12, 1999
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 1999-005495](#)

94. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Improvement and Maintenance of Private Roads
 Dated : January 12, 1999
 Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 1999-005496](#)

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

Entitled : Certificate of Waiver of Parcel Map No. 97-07
 Executed By : Clarksfield Company, Inc., a California corporation
 Recorded : [May 11, 1999 in Official Records under Recorder's Serial Number 1999-0071448](#)

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

Entitled : Declaration of Covenants Affecting Real Property
 Executed By : The Clarksfield Company, Inc., a California corporation
 Recorded : [March 28, 2001 in Official Records under Recorder's Serial Number 2001-0042785](#)

Said matters affect Parcel One

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

Entitled : Pro-Rate Share for Improvements
 Executed By : California Department of Transportation and The Clarksfield Company, Inc.
 Dated : April 1, 2003
 Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)
 Returned to Address : 410 West Fallbrook Avenue, Suite 102, Fresno, CA 93711

98. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (including Covenants Affecting Real Property)
 Executed By : California Department of Fish and Game, et al
 Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-146467](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

99. Conditions contained and/or referred to in an instrument,

Entitled : Covenant and Agreement Regarding Minor Collector Road Fees for
Millerton Specific Plan Development
By : J.P.J. Inc., a California corporation
Dated : January 4, 2010
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number
2010-0060928](#)

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

Amount : \$1,600,000.00
Trustor/Borrower : Grantor Real Estate Investments, 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 : July 8, 2016
Recorded : August 29, 2016 in Official Records under Recorder's Serial
Number 2016-0114795
Loan No. : 2425L1
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other land

Memorandum of Additional Advance Modification Agreement, pertaining to said Deed of Trust executed by Grantor Real Estate Investments, LLC.

Recorded : [April 5, 2018 in Official Records under Recorder's Serial
Number 2018-0039798](#)

----- **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 and 2.2.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 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 said land is unimproved. Said vacant land is known as: APN: 300-542-41, 300-542-15S, 300-542-17S, 300-350-28S, 300-542-32, 300-542-52, 300-542-14S, 300-542-48, 300-542-33, 300-542-39, 300-542-40, 300-542-16S, and 300-542-18S

The ALTA loan policy, when issued, will contain the CLTA Modified 100 (TIM-52) and Modified 116 (TIM-58) endorsements. The referenced modifications to both endorsements delete only non-applicable coverage relating to improvements located upon said land.

Unless shown elsewhere in the body of this report, there appears 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	:	JPJ, Incorporated, a California corporation, formerly known as Westcal, Inc., a California corporation
To	:	JPJ, Incorporated, a California corporation
Recorded	:	December 19, 2011 in Official Records under Recorder's Serial Number 2011-0169138

O.N.
RM/mp

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 (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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

300-54



Assessor's Map Bk. 300 - Pg. 54
County of Fresno, Calif.



OLD REPUBLIC
TITLE COMPANY

EXHIBIT B

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

PRELIMINARY REPORT

Our Order Number 1411014271-DB

LOCANS INVESTMENTS, LLC
1396 W. HERNDON AVENUE
FRESNO, CA 93711

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Group 5, Friant, CA 93626
[Unincorporated area of Fresno County]

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

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

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

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

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

Dated as of March 8, 2019, at 8:00 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

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

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

Tract I:

Locans Investments, LLC, a California limited liability company

Tract II:

Ashlan & Hayes Investments, 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:

Tract I:

PARCEL A:

PARCEL B OF LOT LINE ADJUSTMENT PLA NO. 17-15 AS APPROVED BY THE COUNTY OF FRESNO AND AS SET FORTH AS "PARCEL B" IN THAT CERTAIN GRANT DEED RECORDED NOVEMBER 9, 2018 AS DOCUMENT [NO. 2018-0136721](#), FRESNO COUNTY RECORDS, AND AS PER THAT CERTAIN "CERTIFICATE OF COMPLIANCE PLA NO. 17-15(A)" RECORDED NOVEMBER 21, 2018 AS DOCUMENT [NO. 2018-0140766](#), FRESNO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

COMMENCING AT: THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 21 EAST; SAID POINT ALSO BEING THE NORTHWEST CORNER OF PARCEL 8 OF PARCEL MAP NO. 5768, RECORDED IN BOOK 42, AT PAGE 11, FRESNO COUNTY RECORDS

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 SOUTH 00°33'18" WEST, A DISTANCE OF 1273.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 80°08'35" EAST, A DISTANCE OF 587.98 FEET; THENCE NORTH 88°30'13" EAST, A DISTANCE OF 206.18 FEET; THENCE SOUTH 68°45'04" EAST, A DISTANCE OF 51.98 FEET; THENCE SOUTH 46°00'21" EAST, A DISTANCE OF 91.22 FEET; THENCE SOUTH 34°45'34" EAST, A DISTANCE OF 193.97 FEET; TO A POINT ON THE NORTH LINE OF LOT 6 OF SAID TRACT 5768; THENCE ALONG SAID NORTH LINE NORTH 76°19'09" EAST, A DISTANCE OF 288.47 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

SOUTH 32°03'11" WEST, A DISTANCE OF 1054.47 FEET; THENCE SOUTH 62°22'46" EAST, A DISTANCE OF 839.49 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 15; THENCE NORTH 00°33'18" EAST, A DISTANCE OF 1350.27 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN [BOOK 5832, PAGE 371 OF OFFICIAL RECORDS, DOCUMENT NO. 76311](#).

APN: 300-542-55 (new, not yet assessed) Being 300-542-15 and a portion of 300-542-14

PARCEL B:

A PORTION OF PARCELS 12 AND 13 OF PARCEL MAP NO. 5349, RECORDED IN [BOOK 34 PAGES 19 AND 20 OF PARCEL MAPS](#), FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 13; THENCE ALONG THE NORTH LINE OF PARCEL 13 THE FOLLOWING COURSES: NORTH 81° 46' 53" EAST, 105.43 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4702.75 FEET, A CENTRAL ANGLE OF 6° 07' 30" AND AN ARC LENGTH OF 502.73 FEET; THENCE NORTH 75° 39' 23" EAST, 189.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 41° 59' 11" EAST, 409.72 FEET AND LEAVING SAID NORTH LINE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 69° 35' 16" AND AN ARC LENGTH OF 364.36 FEET; THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 40° 46' 43" AND AN ARC LENGTH OF 523.11 FEET; THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 26° 10' 58" AND AN ARC LENGTH OF 137.09 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 12; THENCE SOUTH 76° 52' 19" EAST, 291.28 FEET ALONG THE SOUTH LINE OF PARCEL 12; THENCE SOUTH 88° 04' 56" EAST, 250.24 FEET TO THE SOUTHEAST CORNER OF PARCEL 12; THENCE NORTH 2° 22' 34" EAST, 1272.83 FEET TO THE NORTHEAST CORNER OF PARCEL 12; THENCE ALONG THE NORTH LINE OF PARCELS 12 AND 13 THE FOLLOWING COURSES: NORTH 75° 52' 38" WEST, 378.90 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 955.59 FEET, A CENTRAL ANGLE OF 19° 41' 20" AND AN ARC LENGTH OF 328.38 FEET TO THE NORTHWEST CORNER OF PARCEL 12; THENCE CONTINUING WESTERLY ALONG SAID 955.59 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 8° 46' 39" AND AN ARC LENGTH OF 146.39 FEET; THENCE SOUTH 75° 39' 23" WEST, 2.12 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN [BOOK 5832, PAGE 371 OF OFFICIAL RECORDS, DOCUMENT NO. 76311](#).

APN: 300-350-28

PARCEL C:

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

PARCEL A OF LOT LINE ADJUSTMENT PLA NO. 17-15 AS APPROVED BY THE COUNTY OF FRESNO AND AS SET FORTH AS "PARCEL A" IN THAT CERTAIN GRANT DEED RECORDED NOVEMBER 9, 2018 AS DOCUMENT NO. 2018-0136721, FRESNO COUNTY RECORDS, AND AS PER THAT CERTAIN "CERTIFICATE OF COMPLIANCE PLA NO. 17-15(A)" RECORDED NOVEMBER 21, 2018 AS DOCUMENT NO. 2018-0140765, FRESNO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

COMMENCING AT: THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 21 EAST; SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 8 PARCEL MAP NO 5768 RECORDED IN BOOK 42 AT PAGES 11, FRESNO COUNTY RECORDS AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 SOUTH 00°03'18"EAST A DISTANCE OF 1273.96 FEET, THENCE NORTH 80°08'35" EAST A DISTANCE OF 587.98 FEET, THENCE NORTH 88°30' 13" EAST, A DISTANCE OF 206.18 FEET, THENCE SOUTH 68°45'04" EAST A DISTANCE OF 51.98 FEET, THENCE SOUTH 46°00'21" EAST, A DISTANCE OF 91.22 FEET; THENCE SOUTH 34°45'34" EAST A DISTANCE OF 193.97 FEET, TO A POINT ON THE NORTH LINE OF LOT 6 OF SAID PARCEL MAP; THENCE ALONG SAID NORTH LINE NORTH 76°19'09" EAST A DISTANCE OF 288.47 FEET, TO THE NORTHWEST CORNER OF LOT 3 OF SAID PARCEL MAP; THENCE ALONG THE NORTH LINE OF SAID LOT 3 NORTH 76°18'06' EAST A DISTANCE OF 1330.33 FEET TO A POINT ON THE SOUTHEAST CORNER OF LOT #1 OF TRACT 4870 RECORDED IN BOOK 81, AT PAGES 47 THRU 58 OFFICIAL RECORDS OF FRESNO COUNTY; THENCE ALONG THE EAST LINE OF SAID LOT 1, NORTH 00°17'41" EAST, A DISTANCE OF 402.56 FEET; THENCE NORTH 63°25'09" WEST, A DISTANCE OF 77.84 FEET; THENCE SOUTH 24°45'45" WEST, A DISTANCE OF 422.52 FEET, THENCE NORTH 64°58'41" WEST A DISTANCE OF 183.00 FEET; THENCE SOUTH 24°45'45" WEST, A DISTANCE OF 32.21 FEET; THENCE NORTH 65°14'15" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 65°14'15" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 76°57'50" WEST, A DISTANCE OF 340.35 FEET; THENCE NORTH 89°37'41" WEST, A DISTANCE OF 47.50 FEET; THENCE SOUTH 73°55'37" WEST, A DISTANCE OF 47.50 FEET; THENCE SOUTH 60°31'20" WEST, A DISTANCE OF 763.50 FEET; THENCE NORTH 23°12'06" WEST, A DISTANCE OF 153.00 FEET; THENCE NORTH 25°14'22" EAST, A DISTANCE OF 17.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 47.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 31°01'11" WEST, THENCE NORTHWESTERLY, ALONG SAID CURVE THRU A CENTRAL ANGLE OF 51°22'16" AN ARC LENGTH OF 42.14 FEET; THENCE NORTH 75°14'53" WEST, A DISTANCE OF 172.00 FEET; THENCE NORTH 42°03'17" WEST, A DISTANCE OF 122.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 38°40'33" EAST, THENCE SOUTHWESTERLY, ALONG SAID CURVE THRU A CENTRAL ANGLE OF 44°09'24" AN ARC LENGTH OF 250.47 FEET; THENCE NORTH 84°31'09" WEST, A DISTANCE OF 250.50 FEET TO THE POINT OF BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 247.00 FEET, THENCE NORTHWESTERLY, ALONG SAID CURVE THRU A CENTRAL ANGLE OF 27°33'44" AN ARC LENGTH OF 118.82 FEET; THENCE NORTH 56°57'26" WEST, A DISTANCE OF 31.23 FEET; THENCE SOUTH 81°09'05" WEST, A DISTANCE OF 44.66 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS 842.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 49°43'08" EAST, THENCE NORTHEASTERLY, ALONG SAID CURVE THRU A CENTRAL ANGLE OF 11°43'19" AN ARC LENGTH OF 172.26 FEET; THENCE NORTH 28°33'33" EAST, A DISTANCE OF 141.20 FEET TO THE POINT OF BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 558.00 FEET, THENCE NORTHEASTERLY, ALONG SAID CURVE THRU A CENTRAL ANGLE OF 33°31'37" AN ARC LENGTH OF 326.52 FEET; THENCE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

NORTH 62°05'10" EAST, A DISTANCE OF 499.60 FEET; THENCE NORTH 58°03'28" WEST A DISTANCE OF 278.41 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 15; THENCE ALONG THE NORTH LINE OF SAID SECTION 15, NORTH 88°45'40" WEST, A DISTANCE OF 622.83 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN [BOOK 5832 PAGE 371 OF OFFICIAL RECORDS, INSTRUMENT NO. 76311](#)

APN: 300-542-54 (new, not yet assessed) Being a portion of 300-542-14

Tract II:

Parcels 3, 4, and 5 of Parcel Map No. 5768, according to the Map thereof recorded in [Book 42 Page 11 of Parcel Maps](#), Fresno County Records.

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

APN: 300-542-16
300-542-17
300-542-18

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

MATTERS AFFECTING TRACT I:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-350-28	
Code No.	:	076-094	
1st Installment	:	\$779.70	Marked Paid
2nd Installment	:	\$779.70	NOT Marked Paid
Land Value	:	\$113,236.00	

3. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-14	
Code No.	:	076-094	
1st Installment	:	\$1,315.05	Marked Paid
2nd Installment	:	\$1,315.05	NOT Marked Paid
Land Value	:	\$223,221.00	

4. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-15	
Code No.	:	076-094	
1st Installment	:	\$912.68	Marked Paid
2nd Installment	:	\$912.68	NOT Marked Paid
Land Value	:	\$133,111.00	

5. 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.

THE FOLLOWING AFFECT PARCELS A AND B:

6. The effect of the fact that Parcel Map No. 5768, recorded in [Book 42 at Page 11](#) of Parcel Maps, discloses "Thread of Stream".
Affects Parcels A
7. The effect of the fact that Parcel Map No. 5349, recorded in [Book 34 at Page 19](#) of Parcel Maps discloses "Approximate Location of Natural Water Courses Limits Not Ascertainable".
Affects Parcel B

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

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

Granted To : San Joaquin Power Company
For : poles and wires for telephone line and incidental purposes
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : portion of said land

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

For : Pole lines and/or underground conduits and incidental purposes
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : Parcel B

10. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

11. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Executed By : Sunrise Crest, Inc., a California corporation; Granville Homes, Inc., a California corporation; Norman Christensen; Nora Christensen; JPJ, Inc., a California corporation and A. Ben Ewell, Jr.
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

12. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding the Creation of Easement For Road Purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060913](#)

Affects Parcel A

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision and the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060921](#)
Affects : Parcel A

THE FOLLOWING AFFECT PARCEL C:

14. Any special tax which is now a lien and that may be levied within the Community Facilities District No. 2010-01, a notice of which was recorded as follows:
- Instrument Entitled : Notice of Special Tax Lien
Recorded : [July 22, 2010 in Official Records under Recorder's Serial Number 2010-0093596](#)

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

Document(s) declaring modifications thereof recorded [December 3, 2012 as Instrument No. 2012-0174397](#) of Official Records.

15. The effect of the fact that Parcel Map No. 5768, recorded in [Book 42 at Page 11](#) of Parcel Maps, discloses "Thread of Stream".
Affects Parcel C
16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : San Joaquin Power Company
For : poles and wires for a telephone line and incidental purposes
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : as described therein

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

17. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Pacific Gas and Electric Company
For : pole lines and/or underground conduits and incidental purposes
Recorded : July 10, 1945 in Official Records under Recorder's Serial Number 27076
Affects : as described therein
18. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Pacific Gas and Electric Company, a California corporation
For : pole lines and/or underground conduits and incidental purposes
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : as described therein
19. Terms and provisions as contained in an instrument,
- Entitled : Agreement
Recorded : [March 8, 1984 in Official Records under Recorder's Serial Number 84-23229](#)
20. The following matters shown or disclosed by the filed map of Parcel Map No. 5768 recorded in Book 42 at Page 11 of Parcel Maps:
- : Flood Prone Area
21. Terms and provisions as contained in an instrument,
- Entitled : Grant of Easement
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91-151506](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

22. Terms and provisions as contained in an instrument,
- Entitled : Settlement Agreement (Including Coveants Affecting Real Property)
Executed By : Sunrise Crest, Inc., a California corporation; Granville Homes, Inc., a California corporation; Norman Christensen; Nora Christensen; JPJ, Inc., a California corporation and A. Ben Ewell, Jr.
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-146467](#)
23. Offer of Dedication in an instrument,
- To : County of Fresno, a political subdivision of the State of California
For : future public road and incidental purposes
Recorded : [September 15, 2008 in Official Records under Recorder's Serial Number 2008-131634](#)
24. Terms and provisions as contained in an instrument,
- Entitled : Notice of Disclosure of Presence of Fresno Rifle and Pistol Club
Recorded : [April 26, 2010 in Official Records under Recorder's Serial Number 2010-0053469](#)
25. Terms and provisions as contained in an instrument,
- Entitled : Covenant and Agreement Regarding the Creation of Easement for Road Purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060913](#)
26. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : storm drain basin purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060917](#)
Affects : as described therein

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

27. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : Public utilities and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060918](#)
Affects : as described therein
28. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060921](#)
Affects : as described therein
29. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060922](#)
Affects : as described therein
30. Offer of Dedication in an instrument,
- To : County of Fresno, a political subdivision of the State of California
For : future public road and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060923](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

31. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : landscape and drainage purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060924](#)
Affects : as described therein
32. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : Public utilities and appurtenances and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060925](#)
Affects : as described therein
33. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : Slope maintenance purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060926](#)
Affects : as described therein

MATTERS AFFECTING TRACT II:

34. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.
35. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:
- | | | |
|----------------------|----------------|-----------------|
| Assessor's Parcel No | : 300-542-16 | |
| Code No. | : 076-094 | |
| 1st Installment | : \$912.68 | Marked Paid |
| 2nd Installment | : \$912.68 | NOT Marked Paid |
| Land Value | : \$133,111.00 | |

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

36. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-17	
Code No.	:	076-094	
1st Installment	:	\$914.83	Marked Paid
2nd Installment	:	\$914.83	NOT Marked Paid
Land Value	:	\$133,252.00	

37. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-18	
Code No.	:	076-094	
1st Installment	:	\$914.83	Marked Paid
2nd Installment	:	\$914.83	NOT Marked Paid
Land Value	:	\$133,252.00	

38. 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.

39. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of White Fox Lane.

40. The effect of the fact that Parcel Map No. 5768, recorded in [Book 42 at Page 11](#) of Parcel Maps, discloses "Thread of Stream".

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

Granted To	:	San Joaquin Power Company
For	:	poles and wires for telephone line and incidental purposes
Recorded	:	July 30, 1907 in Book 382 of Deeds, Page 82
Affects	:	portion of said land

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

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

Granted To : Pacific Gas and Electric Company
For : Pole lines and/or underground conduits and incidental purposes
Recorded : [July 10, 1945 in Book 2286 of Official Records, Page 355 under Recorder's Serial Number 27076](#)
Affects : The Southeast quarter of the Southwest quarter of Section 11, Township 11 South, Range 21 East

43. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

44. Terms and provisions as contained in an instrument,

Entitled : Consulting Agreement
Executed By : A. Ben Ewell, Jr. and SJV Ventures, Inc., a California corporation and BDC Development Corporation, a California corporation
Recorded : [November 22, 1996 in Official Records under Recorder's Serial Number 96156596](#)

And as modified by an instrument, executed by A. Ben Ewell, Jr. and SJV Ventures, Inc., a California corporation and BDC Development Corporation, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96-156595](#).

And as modified by an instrument, executed by A. Ben Ewell, Jr. and SJV Ventures, Inc., a California corporation and BDC Development Corporation, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96-156598](#).

And as modified by an instrument, executed by A. Ben Ewell, Jr. and SJV Ventures, Inc., a California corporation and BDC Development Corporation, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96-156599](#).

And as modified by an instrument, executed by SJV Ventures and Westcal, Inc. , recorded [March 22, 2012 in Official Records under Recorder's Serial Number 2012-40927](#).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

Terms and provisions as contained in an instrument,

Entitled : Partial Release - Memorandum of Agreement - Consulting Agreement
Executed By : Robert M. Dillon and Joan E. Dillon, Trustees of the Dillon Family Trust dated 09/21/2001 and BDC Development Corporation, a California corporation
Recorded : [December 21, 2018 in Official Records under Recorder's Serial Number 2018-0152453](#)

45. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Executed By : Sunrise Crest, Inc., a California corporation; Granville Homes, Inc., a California corporation; Norman Christensen; Nora Christensen; JPJ, Inc., a California corporation and A. Ben Ewell, Jr.
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

46. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding the Creation of Easement For Road Purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060913](#)

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

Granted To : County of Fresno, a political subdivision of the State of California
For : Public utilities and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060918](#)
Affects : Parcel 5

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

48. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : Public utilities purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060920](#)
Affects : Parcel 5
49. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision and the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060921](#)
Affects : Said Land
50. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060922](#)
Affects : Parcel 3

----- 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 and 2.2.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-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 said land is unimproved. Said vacant land is known as: APN: 300-542-41, 300-542-15S, 300-542-17S, 300-350-28S, 300-542-32, 300-542-52, 300-542-14S, 300-542-48, 300-542-33, 300-542-39, 300-542-40, 300-542-16S, and 300-542-18S

The ALTA loan policy, when issued, will contain the CLTA Modified 100 (TIM-52) and Modified 116 (TIM-58) endorsements. The referenced modifications to both endorsements delete only non-applicable coverage relating to improvements located upon said land.

Unless shown elsewhere in the body of this report, there appears 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 : JPJ, Incorporated, a California corporation, formerly known as Westcal, Inc., a California corporation
To : JPJ, Incorporated, a California corporation
Recorded : [December 19, 2011 in Official Records under Recorder's Serial Number 2011-0169138](#)

O.N.
RM/mp

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 (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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

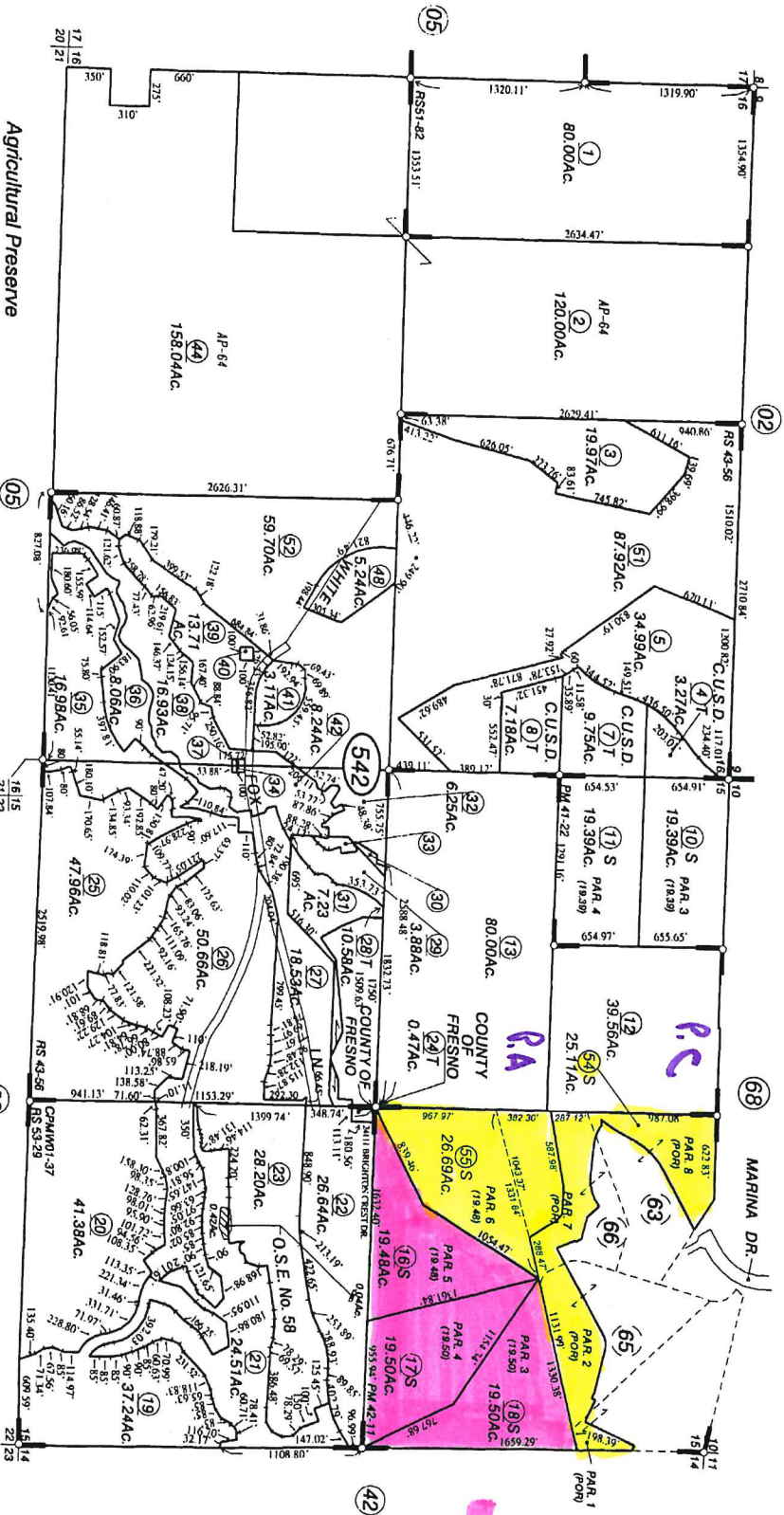
NOTE
This map is for assessment purposes only.
It is not to be construed as proving the
legal ownership or divisions of land for
purposes of zoning or subdivision law.

POR. SEC'S 10, 15 & 16, T.11 S., R. 21 E., M. D. B. & M.

Tax Rate Area
76-068 76-096
76-073 76-097
76-094 76-098

300-54

1"=600'



Agricultural Preserve
Certificate of Parcel Map Waiver No. 01-37, Doc. 15915, 2-4-08
Parcel Map No. 5988 - Bk. 41, Pg. 22
Parcel Map No. 5768 - Bk. 42, Pg. 11
Record of Survey - Bk. 43, Pgs. 56
Record of Survey - Bk. 51, Pgs. 82-88
Record of Survey - Bk. 53, Pg. 29

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

Assessor's Map Bk. 300 - Pg. 54
County of Fresno, Calif.

H12-12-2018 BAW 19R

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

SUBDIVIDED LAND IN POR. SEC'S. 10 & 11, T., 11 S., R. 21 E., M.D.B. & M.

Tax Rate Area
76-034
76-035
199-014

300-35



Locans

P.B.

Parcel Map No. 5349 - Bk. 34, Pgs. 19 & 20
Parcel Map No. 3179 (Amended) - Bk. 34, Pg. 94

3-23-2011 VQ

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

Assessor's Map Bk. 300 - Pg. 35
County of Fresno, Calif.

EXHIBIT B

CERTIFICATE CONFIRMING OWNERSHIP OF LAND

This Certificate Confirming Ownership ("Certificate") is made by Assemi Group, Inc. (the "Landowner"), to and for the benefit of the County of Fresno (the "County") in connection with the County's proceedings for the proposed Annexation Territory No. 10A of Community Facilities District No. 2006-01 (Police Protection Services), County of Fresno (the "District"), for the public protest hearing, and for the landowner voting proceedings for the levy of the special tax that will finance the police protection services within the District, including the proposed annexation territory (collectively, the "Mello-Roos Proceedings"), all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing at section 53311) of the California Government Code, commonly known as the Mello-Roos Community Facilities Act of 1982 (collectively, the "Act") for a certain area of land described herein.

Landowner acknowledges that Landowner, together with other landowners, has entered into an Agreement, dated March 26, 2019, with the County ("Agreement") for the area of land including Tract Map No. 6226, shown and described in Exhibit "A" to this Certificate, attached hereto and incorporated herein by this reference ("Land"), and land owned by the other landowners, all described as being within the boundaries of the proposed annexation territory; and

Landowner acknowledges that, in the Agreement, Landowner represents, covenants, warrants and agrees that Landowner is the sole owner of the entire fee interest of all of the real property constituting the Land, including all rights, title and interest therein, and all land and improvements thereon and therein; and

Landowner acknowledges that, as the sole owner of all of the Land, Landowner has, under the Agreement, petitioned and requested the County Board of Supervisors to conduct the Mello-Roos Proceedings for the proposed annexation of territory to the District and to include all of the area of the Land within the District in order to provide for the ongoing financing for the continual provision of certain police protection services by the District (including the proposed annexation territory), within the area of the Land, as further stated in the Agreement; and

Landowner acknowledges that County needs to be assured that Landowner is the true and correct sole owner of all of the Land so that County may conduct the Mello-Roos Proceedings; and

Landowner acknowledges that all of such representations, covenants, warranties, agreements, petition and request of Landowner, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made by Landowner; and

Landowner acknowledges that the Agreement provides that, on the request of the County, the Landowner shall promptly execute and deliver to the County any agreements, instrument, documents, and information that the County deems necessary to successfully complete the Mello-Roos Proceedings, and related matters described in the Agreement; and

The following representations, covenants, warranties and agreements are made by Landowner in furtherance of the Agreement to and for the benefit of the County to assure the County that Landowner has been and is, by law and in fact, the legally authorized sole owner of all of the Land, and will be the legally authorized sole owner of all of the Land during County's conducting of the Mello-Roos Proceedings, and related matters.

Now therefore, Landowner makes the following representations, covenants, warranties and agreements to and for the benefit of the County:

1. The records of the County Assessor indicate that Assemi Group, Inc. is the sole owner of all of the Land.
2. Landowner is the true and correct sole owner of all of the Land, and has been the true and correct sole owner of all of the Land at all times that Landowner held and holds such land.
3. To the best of the knowledge of Landowner, no other person or entity has made any claim or assertion challenging or contesting the representations made herein by Landowner.
4. This Certificate, if accepted by the County, does not estop or otherwise prohibit County from taking any other action concerning the Land, which is unrelated to the Mello-Roos Proceedings.

Each of the persons executing this Certificate for the Landowner is the duly authorized representative of such Landowner, and is fully authorized by the Landowner to legally bind the Landowner to this Certificate according to its terms and conditions, and to make all of the representations, covenants, warranties, and agreements provided herein.

Each of the persons executing this Certificate for the Landowner declares that all of such representations, covenants, warranties, agreements are provided in this Certificate under penalty of perjury under the laws of the State of California, and that they all are true and correct of the knowledge of each of the persons executing this Certificate.

Landowner acknowledges that all of the representations, covenants, warranties, agreements provided in this Certificate, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made.

Landowner agrees to indemnify, save, hold harmless, and at County's request, defend the County, its officers, agents, employees, and County's tax consultant, from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to County, including its officers, agents, employees, and County's tax consultant, to the extent caused by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees, and from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to any person, firm, or corporation to the extent injured or damaged by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees.

IN WITNESS WHEREOF, the Landowner has caused this Certificate to be executed as of the day and year first above written.

BY



Kevin Assemi, President
Assemi Group, Inc.

Date

4/12/19

EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA SITE #49

I, HEREBY CERTIFY THAT THE MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ AT PAGE(S) ____
MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

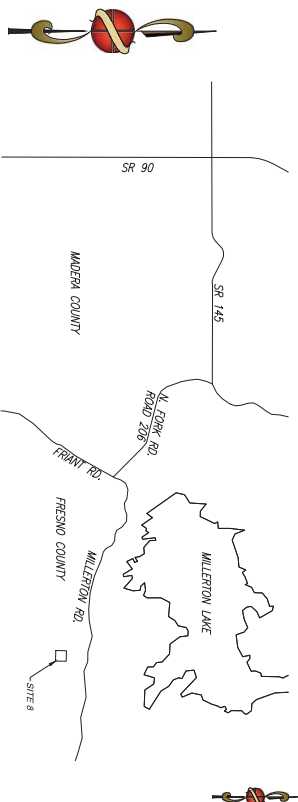
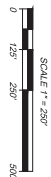
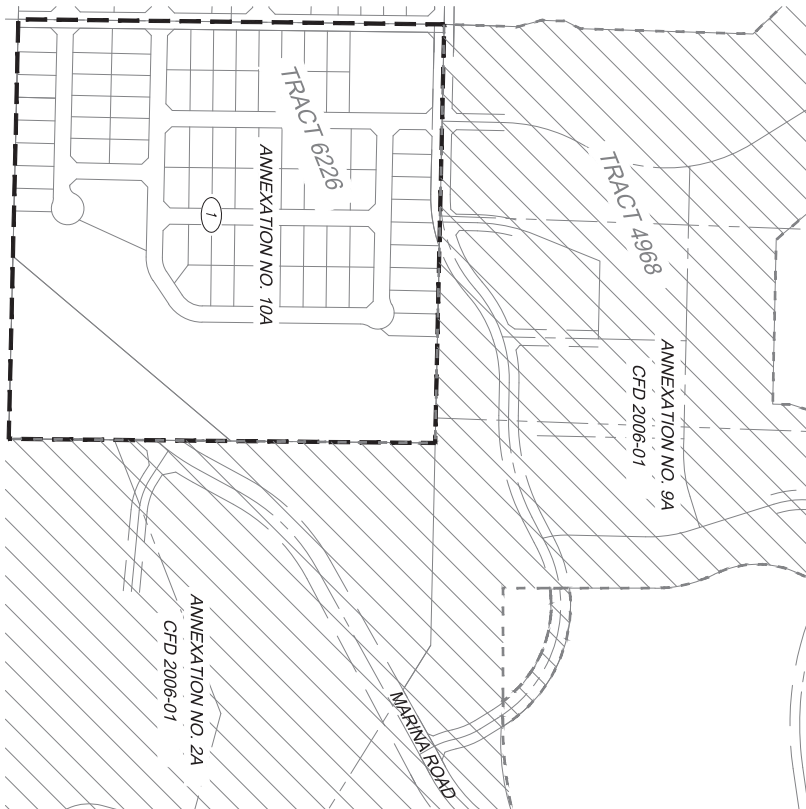
PAUL BORTS, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

BY: _____
DEPUTY RECORDER

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.
THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.
THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA," WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 200608943.

LEGEND			
OBJECT	DESCRIPTION	ASSIGN.	ASSESSOR'S PARCEL NO.
	ASSESSMENT NUMBER	1	300-546-12
	LOT LINES		
	EDGE OF RIGHT-OF-WAY		
	CENTER LINE		
	AVE LIMITS		
	PROPOSED ANNEXATION TO CTD NO. 2006-01		
	EXISTING CTD NO. 2006-01		

ASSIGN.	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-546-12	8	6226



VICINITY MAP NOT TO SCALE

PRECISION
CIVIL ENGINEERING, INC.
PLANNING ■ SURVEYING ■ CIVIL ENGINEERING
1234 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559-449-4500 FAX: 559-449-4515
WWW.PRECISIONENG.NET

PROJECT TITLE: MILLERTON SPECIFIC PLAN
SHEET DESCRIPTION: ANNEXATION MAP NO. 10A SITE 8
CITY OF: FRESNO

PREPARED FOR:
ASSEMI GROUP
FRESNO, CA 93711
1396 W. HERDON SUITE 110
(559) 440-8308

DRAWN BY: RA
CHECKED BY: DY
DATE: 3/29/19

SHEET NUMBER:
8 OF 15
JOB NUMBER:
19-046

EXHIBIT A (SITE 8)

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

Tract I:

The Northeast quarter of the Northwest quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof.

APN: 300-542-12



OLD REPUBLIC
TITLE COMPANY

EXHIBIT B

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

PRELIMINARY REPORT

Our Order Number 1411014269-DB

GRANVILLE HOMES
1396 W. Herndon Ave. Ste. 101
Fresno, CA 93711

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Group 3, Friant, CA 93626
[Unincorporated area of Fresno County]

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

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

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

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

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

Dated as of March 7, 2019, at 8:00 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

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

Tract I:

Assemi Group, Inc., a California corporation, successor to GV Holdings, Inc., a California corporation

Tract II:

WC Millerton Developers, Inc., a California corporation

Tract III:

Grantor Real Estate Investments, LLC, a California limited liability company, as to Parcel 1

3B Development, Inc., a California corporation, as to Parcels 3 and 4

Tract IV:

Millerton Investments, LLC, a California limited liability company, formerly Visalia Land 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:

Tract I:

The Northeast quarter of the Northwest quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof.

APN: 300-542-12

Tract II:

The South half of the Northwest quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof.

APN: 300-542-13

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

Tract III:

Parcels 1, 3 and 4 of Parcel Map No. 5988, recorded in Book 41 of Parcel Maps, at Page 22, Fresno County Records.

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

APN: 300-340-13
300-542-10
300-542-11

Tract IV:

PARCEL 2 OF PARCEL MAP NO. 5988, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 41 PAGE 22 PARCEL MAPS, FRESNO COUNTY RECORDS; EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN BOOK 5832 PAGE 371 OF OFFICIAL RECORDS, INSTRUMENT NO. 76311.

EXCEPTING THEREFROM A PORTION OF SAID PARCEL 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 227.35 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-1);

THENCE NORTH 15°24'03" WEST A DISTANCE OF 73.70 FEET;

THENCE NORTH 01°47'08" EAST PARALLEL WITH AND 21.78 FEET WESTERLY FROM EAST LINE OF SAID PARCEL 2, A DISTANCE OF 75.29 FEET;

THENCE NORTH 26°56'00" EAST A DISTANCE OF 51.24 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2;

THENCE ALONG SAID EAST LINE SOUTH 01°47'08" WEST A DISTANCE OF 192.08 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-1).

ALSO EXCEPTING THEREFROM A PORTION OF SAID PARCEL 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

THENCE ALONG THE EAST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 950.66 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-2);

THENCE NORTH 43°29'57" WEST A DISTANCE OF 272.21 FEET;

THENCE NORTH 27°53'00" EAST A DISTANCE OF 224.53 FEET;

THENCE NORTH 62°31'36" EAST A DISTANCE OF 108.51 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2;

THENCE ALONG SAID EAST LINE SOUTH 01°47'08" WEST A DISTANCE OF 446.20 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-2).

TOGETHER WITH PORTIONS OF PARCELS 20 AND 21 OF PARCEL MAP NO. 5349 RECORDED IN BOOK 34 AT PAGES 19 AND 20 OF PARCEL MAPS, FRESNO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG THE WEST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 1396.86 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-3);

THENCE SOUTH 62°15'02" EAST A DISTANCE OF 311.63 FEET;

THENCE NORTH 58°08'13" EAST A DISTANCE OF 116.44 FEET;

THENCE SOUTH 39°59'15" EAST A DISTANCE OF 379.36 FEET;

THENCE SOUTH 88°45'40" EAST A DISTANCE OF 506.61 FEET;

THENCE NORTH 01°14'20" EAST A DISTANCE OF 57.39 FEET;

THENCE NORTH 17°48'29" EAST A DISTANCE OF 245.56 FEET;

THENCE NORTH 88°45'40" WEST A DISTANCE OF 75.50 FEET;

THENCE NORTH 66°34'29" WEST A DISTANCE OF 115.47 FEET;

THENCE NORTH 81°09'12" WEST A DISTANCE OF 441.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MILLERTON ROAD AS DESCRIBED IN DOCUMENT NUMBER 23913, RECORDED IN BOOK 6568, PAGE 294, OFFICIAL RECORDS OF FRESNO COUNTY;

THENCE WESTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF MILLERTON ROAD TO THE NORTHWEST CORNER OF LOT 21 OF SAID MAP;

THENCE ALONG THE WEST LINE OF SAID PARCEL 21 SOUTH 01°47'08" WEST A DISTANCE OF 171.32 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-3).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

APN: 300-340-60 (new, not yet assessed)

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

MATTERS AFFECTING TRACT I:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-12	
1st Installment	:	\$2,200.31	Marked Paid
2nd Installment	:	\$2,200.31	NOT Marked Paid

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. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded : May 14, 1971, in [Book 25 Pages 44 and 45 of Record of Surveys](#)

5. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded : December 14, 1973, in [Book 26 Page 67 of Record of Surveys](#)

6. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
Executed By : Millerton New Town Development, a California General Partnership
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

Note: Reference is made to said instrument for full particulars.

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

Instrument : Grant of Easement
Granted To : Millertown Resources, a Delaware corporation
For : Public utility and road access
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)
Affects : As described therein

8. Terms and provisions as contained in an instrument,

Entitled : Fresno County Fire Protection District Resolution No. 2000-15
Executed By : County of Fresno
Recorded : [July 21, 2000 in Official Records under Recorder's Serial Number 2000-0086384](#)

9. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, the County of Fresno, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$40,000,000.00
Trustor/Borrower : Granville Homes, Inc., a California corporation
Trustee : Old Republic Title Company
Beneficiary/Lender : U.S. Bank National Association d/b/a Housing Capital Company
Dated : April 18, 2016
Recorded : [May 27, 2016 in Official Records under Recorder's Serial Number 2016-0067750](#)
Loan No. : 1486R
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other property

Amendment to Construction Deed of Trust with Assignment of Leases and Renets,
Security Agreement and Fixture Filing, pertaining to said Deed of Trust executed by
Granville Homes, Inc.

Recorded : [October 11, 2018 in Official Records under Recorder's Serial Number 2018--0125180](#)

MATTERS AFFECTING TRACT II:

11. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

12. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-13	
Code No.	:	076-094	
1st Installment	:	\$8,816.55	Marked Paid
2nd Installment	:	\$8,816.55	NOT Marked Paid
Land Value	:	\$1,496,480.00	

13. 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.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

14. Any special tax which is now a lien and that may be levied within the Community Facilities District No. 2010-01, a notice of which was recorded as follows:

Instrument Entitled : Notice of Special Tax Lien
By : Fresno County Fire Protection District
Recorded : [July 22, 2010 in Official Records under Recorder's Serial Number 2010-0093596](#)

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

Further information may be obtained by contacting:

Name : Geraldine Welford
Address : 210 South Academy Avenue, Sanger, CA 93657
Phone : (559)493-4300

And as modified by an instrument, executed by Fresno County Fire Protection District, recorded [May 18, 2011 in Official Records under Recorder's Serial Number 2011-0066725](#).

15. Water rights, claims or title to water, whether or not shown by the public records.
16. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of any public highway or road.
17. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Recorded : [April 1, 1988 in Official Records under Recorder's Serial Number 88034750](#)

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, 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. 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."

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

Granted To : County of Fresno on behalf of County Service Area 34
For : Fill and fence
Recorded : [February 6, 1991 in Official Records under Recorder's Serial Number 91015064](#)
Affects : As described therein

19. Conditions contained and/or referred to in an instrument,

Entitled : Resolution No. 2000-15
By : Fresno County Fire Protection District
Recorded : [July 21, 2000 in Official Records under Recorder's Serial Number 2000-0086384](#)

20. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement
Executed By : California Department of Fish & Game and County of Fresno and Developers
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

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

Granted To : County of Fresno
For : Public utility
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060919](#)
Affects : As described therein

22. Terms and provisions as contained in an instrument,

Entitled : Financing, Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Protection District, a California special district and JPJ, Incorporated
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

23. Terms and provisions as contained in an instrument,

Entitled : Grant of Temporary Easement and Subordination(s)
Executed By : JPJ, Incorporated
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)

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

Granted To : JPJ, Incorporated, a California corporation
For : Installation and construction of public utility pipes
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)
Affects : As described therein

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

Granted To : County of Fresno
For : Public utility
Recorded : [May 18, 2018 in Official Records under Recorder's Serial Number 2018-0059096](#)
Affects : As described therein

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

Amount : \$1,884,086.22
Trustor/Borrower : WC Millerton Developers, Inc., a California corporation
Trustee : Old Republic Title Company, a California corporation
Beneficiary/Lender : JPJ Incorporated, a California corporation
Dated : December 18, 2018
Recorded : [December 21, 2018 in Official Records under Recorder's Serial Number 2018-0152210](#)
Returned to : 7030 N. Fruit Avenue, Suite 101, Fresno, CA 93711

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$500,000.00
Trustor/Borrower : WC Millerton Developers, Inc., a California corporation
Trustee : Old Republic Title Company
Beneficiary/Lender : Assemi Brothers, LLC, a California limited liability company
Dated : December 17, 2018
Recorded : [December 21, 2018 in Official Records under Recorder's Serial Number 2018-0152211](#)
Returned to : 1396 W. Herndon Ave., Suite 101, Fresno, CA 93711

MATTERS AFFECTING TRACT III:

28. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

29. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-340-13	
1st Installment	:	\$4,629.05	Marked Paid
2nd Installment	:	\$4,629.05	NOT Marked Paid

30. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-10	
1st Installment	:	\$14,929.19	Marked Paid
2nd Installment	:	\$14,929.19	NOT Marked Paid

Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-11	
1st Installment	:	\$14,929.19	Marked Paid
2nd Installment	:	\$14,929.19	NOT Marked Paid

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

31. Supplemental taxes, general and special, for the fiscal year 2017 - 2018 as follows:

Assessor's Parcel No.	:	300-542-10ZZ	
1st Installment	:	\$10,442.71	Marked Paid
2nd Installment	:	\$10,442.71	NOT Marked Paid
Delinquent On	:	April 10, 2019	

Supplemental taxes, general and special, for the fiscal year 2017 - 2018 as follows:

Assessor's Parcel No.	:	300-542-11ZZ	
1st Installment	:	\$10,442.71	Marked Paid
2nd Installment	:	\$10,442.71	NOT Marked Paid
Delinquent On	:	April 10, 2019	

32. 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.

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

District No	:	Annexation Territory No. 2A of Community Facilities District No. 2006-01
For	:	Police Protection Services
Disclosed By	:	Amendment Notice of Special Tax Lien
Recorded	:	November 8, 2006 in Official Records under Recorder's Serial Number 2006-0238040

Further information may be obtained by contacting:

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

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

Further information may be obtained by contacting:

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

35. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

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

Granted To : San Joaquin Light and Power Corporation
For : Poles and Wires for a Telephone Line
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public Utilities with the Right of Ingress and Egress
Recorded : [August 22, 1945 in Book 2264 of Official Records, Page 269 under Recorder's Serial Number 32818](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Pole Lines and/or Underground Conduits
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

For : Non-Exclusive Private Road and Public Utilities
Affects : Said land

40. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
To : County of Fresno
For : Future Public Road
Dated : May 31, 1984
Recorded : [June 1, 1984 in Official Records under Recorder's Serial Number 84053151](#)

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

Instrument : Grant of Easement
Granted To : Charles Forman, et al
For : Private Road and Underground Utilities
Recorded : [June 22, 1984 in Official Records under Recorder's Serial Number 84-60046](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Entitled : Agreement
Executed By : County of Fresno and Millerton New Town Development Company
Dated : May 1, 1990
Recorded : [May 10, 1990 in Official Records under Recorder's Serial Number 90054027](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Grant of Easement
Granted To : Millertown Resources, a Delaware corporation
For : Public Utilities and Road Access
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)
Affects : Parcels 3 and 4

Not defined of Record

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

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

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

Entitled : Financing, Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Proection District, a California special district, and JPJ, Incorporated
Dated : April 14, 2010
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$1,600,000.00
Trustor/Borrower : Grantor Real Estate Investments, 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 : July 8, 2016
Recorded : [August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114795](#)
Loan No. : 2425L1

Affects this and other property.

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

Entitled : Memorandum of Additional Advance Modificaiton Agreement
Executed By : 3B Development, Inc., a California corporation, et al
Dated : March 7, 2018
Recorded : [April 5, 2018 in Official Records under Recorder's Serial Number 2018-0039798](#)

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

Instrument : Grant of Temporary Easement and Subordination(s)
Granted To : JPJ Incorporated, a California corporation
For : temporary easement for the installation and construction of public utility pipes and incidental purposes
Dated : February 23, 2018
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)
Affects : easterly portion of said land

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Deed of Easement
Granted To : The County of Fresno
For : Easement for public utility and incidental purposes
Dated : February 23, 2018
Recorded : [May 18, 2018 in Official Records under Recorder's Serial Number 2018-0059096](#)
Affects : easterly portion of said land

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

Instrument : Easement Deed
Granted To : Pacific Gas and Electric Company
For : Public Utilities
Recorded : [December 5, 2018 in Official Records under Recorder's Serial Number 2018-0145315](#)
Affects : Said land as per map attached thereto

THE FOLLOWING MATTERS AFFECT TRACT IV:

50. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

51. 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.

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

District No : Annexation Territory No. 2A of Community Facilities District No. 2006-01
For : Police Protection Services
Disclosed By : Amendment Notice of Special Tax Lien
Recorded : [November 8, 2006 in Official Records under Recorder's Serial Number 2006-238040](#)

Further information may be obtained by contacting:

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

And as modified by an instrument, executed by The County of Fresno, recorded [September 21, 2017 in Official Records under Recorder's Serial Number 2017-0120153](#).

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

District No : 2005-03
For : Fresno County Fire Protection District
Disclosed By : Notice of Special Tax Lien
Recorded : [July 22, 2010 in Official Records under Recorder's Serial Number 2010-0093596](#)

Further information may be obtained by contacting:

And as modified by an instrument, executed by County of Fresno, recorded [May 18, 2011 in Official Records under Recorder's Serial Number 2011-0066725](#).

54. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

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

Granted To : San Joaquin Light and Power Company
For : Poles and wires for a telephone line
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : As described therein

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public utilities with the right of ingress and egress
Recorded : [August 22, 1945 in Book 2264 of Official Records, Page 269 under Recorder's Serial Number 32818](#)
Affects : As described therein

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public utilities and/or underground conduits
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : As described therein

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

Entitled : Agreement
Executed By : County of Fresno and Millerton New Town Development Company
Dated : May 1, 1990
Recorded : [May 10, 1990 in Official Records under Recorder's Serial Number 90-054027](#)

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

Entitled : Grant of Easement
Executed By : Millerton New Town Development, a California General Partnership and Millerton Resources, a Delaware corporation
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

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

Entitled : Consulting Agreement
Executed By : BDC Development Corporation, a California corporation, SJV Ventures, Inc., a California corporation and The Clarksfield Company, inc., a California corporation
Recorded : [November 22, 1996 in Official Records under Recorder's Serial Number 96156596](#)

affects a portion of Parcel Twelve and other property

And as modified by an instrument, executed by A. Ben Ewell, Jr. and SJV Ventures, Inc., a California corporation and BDC Development Corporation, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156595](#).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

And as modified by an instrument, executed by SJV Ventures, Inc., BDC Development Corporation and A. Ben Ewell, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156598](#).

And as modified by an instrument, executed by SJV Ventures, Inc., BDC Development Corporation and Westcal, Inc, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156599](#).

And as modified by an instrument, executed by SJV Ventures, Inc, BDC Development Company and Westcal, Inc, recorded [March 22, 2012 in Official Records under Recorder's Serial Number 2012-40927](#).

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

Entitled : Settlement Agreement (including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

62. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Minor Collector Road Fees for Millerton Specific Plan Development
In Favor Of : J.P.J., Inc., a California corporation
Dated : January 4, 2010
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060928](#)

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

Entitled : Financing Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Protection District, a California special district, and J.P.J. Incorporated
Dated : April 14, 2010
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

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

Entitled : Deed Restriction
Executed By : JPJ, Incorporated, a California corporation
Recorded : [July 25, 2016 in Official Records under Recorder's Serial Number 2016-0095512](#)

affects a portion of Parcel Twelve and other property

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

Entitled : Restrictive Covenant
Executed By : JPJ, Incorporated, a California corporation
Dated : July 19, 2016
Recorded : [July 25, 2016 in Official Records under Recorder's Serial Number 2016-0095513](#)

affects a portion of Parcel Twelve and other property

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

Amount : \$4,900,000.00
Trustor/Borrower : Millerton Investments, 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 : July 6, 2016
Recorded : August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114793
Loan No. : 2425L
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other property

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

Entitled : Memorandum of Additional Advance Modification Agreement
Executed By : Millerton Investments, LLC, a California limited liability company
Recorded : [April 5, 2018 in Official Records under Recorder's Serial Number 2018-0039762](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

Amended and Restated Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, pertaining to said Deed of Trust executed by Millerton Investments, LLC, a California limited liability company and U.S. Bank National Association, d/b/a Housing Capital Company.

Recorded : May 8, 2018 in Official Records under Recorder's Serial Number 2018-0054416

Returned to
Address : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

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

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 2.3.

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

Instrument

Entitled : Grant Deed

By/From : Charles M. Forman, Trustee, and Jerome N. Drell, Eunice Drell, Co-Trustees, husband and wife, as joint tenants, and Margaret Y. Nee, West

To : Granville Homes, Inc., a California corporation

Dated : January 16, 1996

Recorded : [February 2, 1996 in Official Records under Recorder's Serial Number 96014513](#)

C. All transactions that close on or after March 1, 2015 will include a \$20.00 minimum recording service fee, plus actual charges required by the County Recorder.

RAM/mm

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 (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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

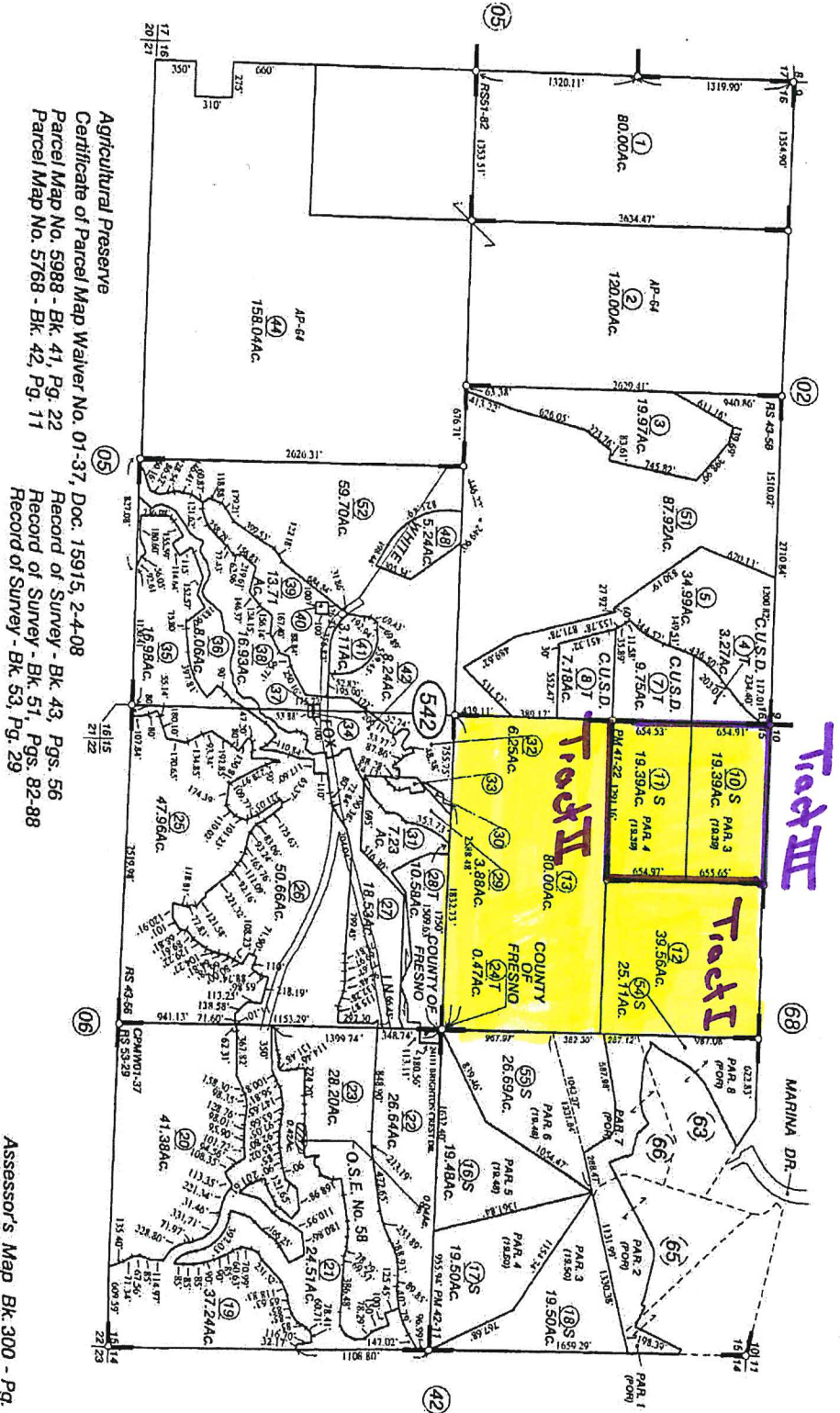
NOTE ---
This map is for Assessment purposes only.
It is not intended as a warranty
of title or as a basis for
any other purpose or use.

POR. SEC.'S 10, 15 & 16, T.11 S., R. 21 E., M. D. B. & M.

Tax Rate Area
75-068 75-095
75-073 75-097
75-094 75-092

300-54

1"=800'



H 12-12-2018 BMV 19R

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

Assessor's Map Bk. 300 - Pg. 54
County of Fresno, Calif.

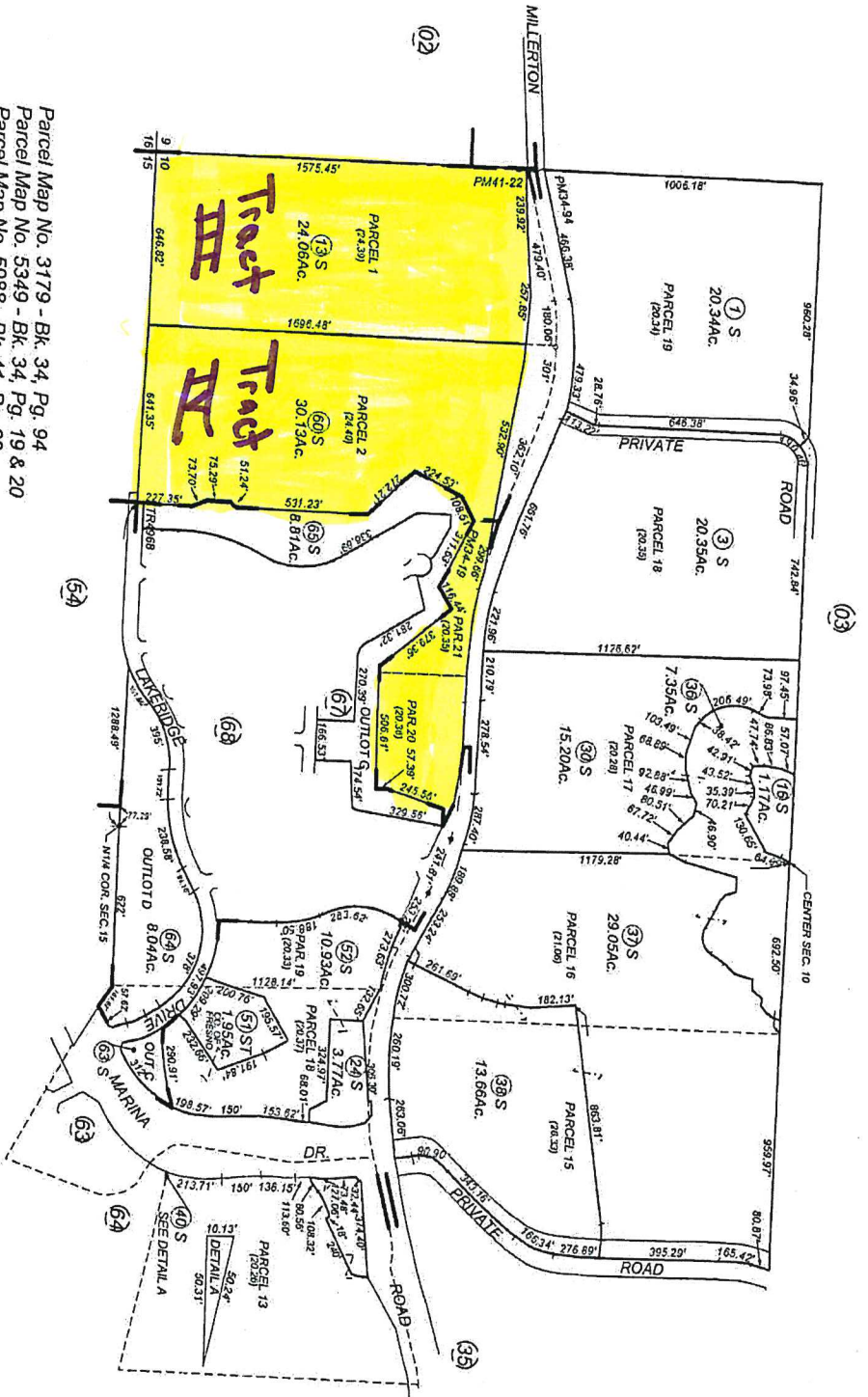
Agricultural Preserve
Certificate of Parcel Map Waiver No. 01-37, Doc. 15915, 2-4-08
Parcel Map No. 5988 - Bk. 41, Pg. 22
Record of Survey - Bk. 43, Pgs. 56
Parcel Map No. 5768 - Bk. 42, Pg. 11
Record of Survey - Bk. 53, Pg. 29

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

SUBDIVIDED LAND IN POR. SEC. 10, T. 11 S., R. 21 E., M.D.B. & M.

Tax Rate Area
76-094
76-095
199-014

300-34



10/30/2018

Parcel Map No. 3179 - Bk. 34, Pg. 94
Parcel Map No. 5349 - Bk. 34, Pg. 19 & 20
Parcel Map No. 5988 - Bk. 41, Pg. 22
Tract No. 4968 - Plat Bk. 88, Pgs. 1-8

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

Assessor's Map Bk. 300 - Pg. 34
County of Fresno, Calif.

EXHIBIT B

CERTIFICATE CONFIRMING OWNERSHIP OF LAND

This Certificate Confirming Ownership ("Certificate") is made by Grantor Real Estate Investments, LLC (the "Landowner"), to and for the benefit of the County of Fresno (the "County") in connection with the County's proceedings for the proposed Annexation Territory No. 10A of Community Facilities District No. 2006-01 (Police Protection Services), County of Fresno (the "District"), for the public protest hearing, and for the landowner voting proceedings for the levy of the special tax that will finance the police protection services within the District, including the proposed annexation territory (collectively, the "Mello-Roos Proceedings"), all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing at section 53311) of the California Government Code, commonly known as the Mello-Roos Community Facilities Act of 1982 (collectively, the "Act") for a certain area of land described herein.

Landowner acknowledges that Landowner, together with other landowners, has entered into an Agreement, dated March 26, 2019, with the County ("Agreement") for the area of land shown and described in Exhibit "A" to this Certificate, attached hereto and incorporated herein by this reference ("Land"), and land owned by the other landowners, all described as being within the boundaries of the proposed annexation territory; and

Landowner acknowledges that, in the Agreement, Landowner represents, covenants, warrants and agrees that Landowner is the sole owner of the entire fee interest of all of the real property constituting the Land, including all rights, title and interest therein, and all land and improvements thereon and therein; and

Landowner acknowledges that, as the sole owner of all of the Land, Landowner has, under the Agreement, petitioned and requested the County Board of Supervisors to conduct the Mello-Roos Proceedings for the proposed annexation of territory to the District and to include all of the area of the Land within the District in order to provide for the ongoing financing for the continual provision of certain police protection services by the District (including the proposed annexation territory), within the area of the Land, as further stated in the Agreement; and

Landowner acknowledges that County needs to be assured that Landowner is the true and correct sole owner of all of the Land so that County may conduct the Mello-Roos Proceedings; and

Landowner acknowledges that all of such representations, covenants, warranties, agreements, petition and request of Landowner, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made by Landowner; and

Landowner acknowledges that the Agreement provides that, on the request of the County, the Landowner shall promptly execute and deliver to the County any agreements, instrument, documents, and information that the County deems necessary to successfully complete the Mello-Roos Proceedings, and related matters described in the Agreement; and

The following representations, covenants, warranties and agreements are made by Landowner in furtherance of the Agreement to and for the benefit of the County to assure the County that Landowner has been and is, by law and in fact, the legally authorized sole owner of all of the Land, and will be the legally authorized sole owner of all of the Land during County's conducting of the Mello-Roos Proceedings, and related matters.

Now therefore, Landowner makes the following representations, covenants, warranties and agreements to and for the benefit of the County:

1. The records of the County Assessor indicate that Grantor Real Estate Investments, LLC is the sole owner of all of the Land.
2. Landowner is the true and correct sole owner of all of the Land, and has been the true and correct sole owner of all of the Land at all times that Landowner held and holds such land.
3. To the best of the knowledge of Landowner, no other person or entity has made any claim or assertion challenging or contesting the representations made herein by Landowner.
4. This Certificate, if accepted by the County, does not estop or otherwise prohibit County from taking any other action concerning the Land, which is unrelated to the Mello-Roos Proceedings.

Each of the persons executing this Certificate for the Landowner is the duly authorized representative of such Landowner, and is fully authorized by the Landowner to legally bind the Landowner to this Certificate according to its terms and conditions, and to make all of the representations, covenants, warranties, and agreements provided herein.

Each of the persons executing this Certificate for the Landowner declares that all of such representations, covenants, warranties, agreements are provided in this Certificate under penalty of perjury under the laws of the State of California, and that they all are true and correct of the knowledge of each of the persons executing this Certificate.

Landowner acknowledges that all of the representations, covenants, warranties, agreements provided in this Certificate, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made.

Landowner agrees to indemnify, save, hold harmless, and at County's request, defend the County, its officers, agents, employees, and County's tax consultant, from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to County, including its officers, agents, employees, and County's tax consultant, to the extent caused by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees, and from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to any person, firm, or corporation to the extent injured or damaged by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees.

IN WITNESS WHEREOF, the Landowner has caused this Certificate to be executed as of the day and year first above written.

BY 
Kevin Assemi, Manager
Grantor Real Estate Investments, LLC

Date 4/12/19

EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA

IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA

SITE #45

I, HEREBY CERTIFY THAT THE MINOR MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK ____ A.M. IN BOOK ____ AT PAGE(S) ____
MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

PAUL DORTCH, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

BY: _____
DEPUTY RECORDER FRESNO COUNTY RECORDER

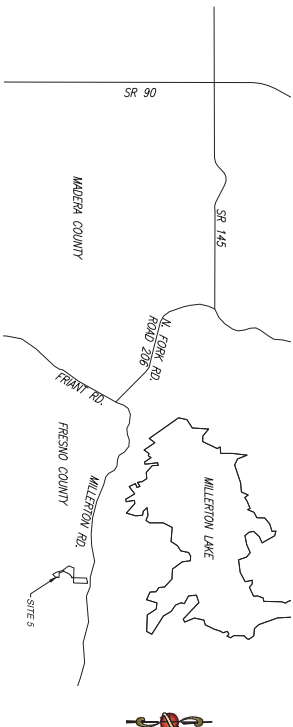
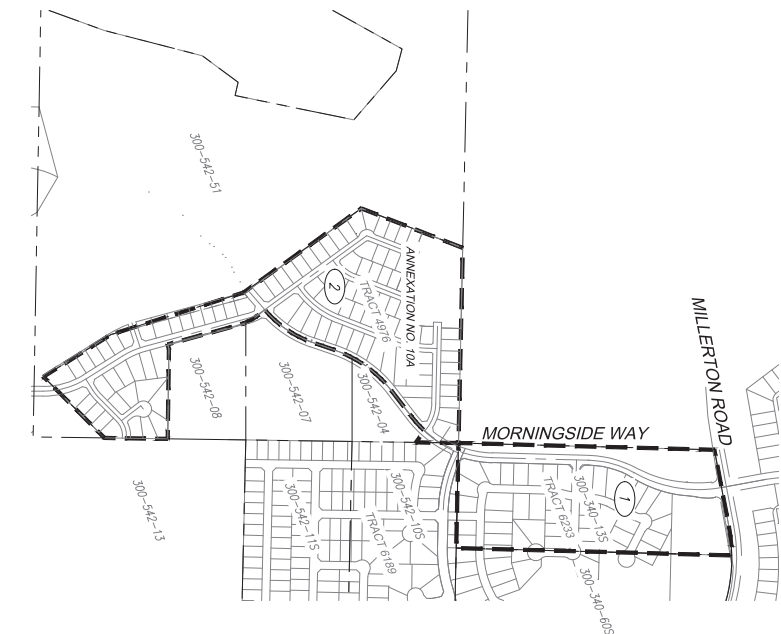
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.

THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.

THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA," WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 2006008943.

LEGEND	
OBJECT	DESCRIPTION
	ASSESSMENT NUMBER
---	LOT LINES
---	CENTER LINE
---	APN LINES
---	PROPOSED ANNEXATION TO CTD NO. 2006-01
	EXISTING CTD NO. 2006-01

ASSMT.	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-542-135	5	6233
2	300-542-05	5	4978



VICINITY MAP

NOT TO SCALE

PRECISION
CIVIL ENGINEERING, INC.
PLANNING ■ SURVEYING ■ CIVIL ENGINEERING
1234 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559-449-4500 FAX: 559-449-4515
WWW.PRECISIONENG.NET

PROJECT TITLE:
MILLERTON SPECIFIC PLAN
SHEET DESCRIPTION:
ANNEXATION MAP NO. 10A SITE 5
CITY OF: COUNTY OF:
FRESNO

PREPARED FOR:
ASSEMI GROUP
FRESNO, CA 93711
1396 W. HERDON SUITE 110
(559) 440-8308

DRAWN BY: RA
CHECKED BY: DY
DATE: 3/29/19

SHEET NUMBER:
5 OF 15
JOB NUMBER:
19-046

EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA

IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA

SITE #6

I, HEREBY CERTIFY THAT THE MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ AT PAGE(S) ____
MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

PAUL BORTS, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

BY: _____
DEPUTY RECORDER
FRESNO COUNTY RECORDER

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.

THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.

THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA," WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 200608943.

ANNEXATION NO. 10A

1

300-542-07

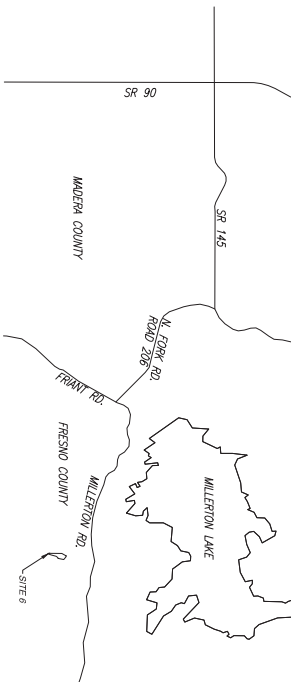
300-542-05
300-542-11
TRACT 4976

LEGEND	
OBJECT	DESCRIPTION
	ASSESSMENT NUMBER
	LOT LINES
	CENTER LINE
	APN LIMITS
	PROPOSED ANNEXATION TO CTD NO. 2006-01
	EXISTING CTD NO. 2006-01

ASSMT.	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-542-03	6	-

SCALE 1" = 250'

0 125' 250' 500'



VICINITY MAP

NOT TO SCALE

PREPARED FOR:

ASSEMI GROUP
FRESNO, CA 93711
1396 W. HERDON SUITE 110
(559) 440-8308

REVISIONS

DRAWN BY: RA
CHECKED BY: DY
DATE: 3/29/19

SHEET NUMBER:
6 OF 15

JOB NUMBER:
19-046

PROJECT TITLE:
MILLERTON SPECIFIC PLAN

SHEET DESCRIPTION:
ANNEXATION MAP NO. 10A SITE 6

CITY OF:

COUNTY OF:
FRESNO



PLANNING ■ SURVEYING ■ CIVIL ENGINEERING
1234 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559-449-4500 FAX: 559-449-4515
WWW.PRECISIONENG.NET

EXHIBIT A (SITE 5)

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

Tract III:

Parcels 1 of Parcel Map No. 5988, recorded in Book 41 of Parcel Maps, at Page 22, Fresno County Records.

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

APN: 300-340-13S

PARCEL ONE:

That portion of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, described as follows:

Beginning at the Northeast corner of said Northeast quarter of Section 16; thence South 00° 48' 55" West, along the East line of said Northeast quarter of Section 16, a distance of 117.01 feet to a point on a non-tangent curve, concave to the Northwest, with a radius of 720.00 feet (the radial of said point bears South 56° 21' 13" East); thence Southwesterly along said curve, through a central angle of 18° 39' 09", an arc distance of 234.40 feet; thence South 52° 17' 56" West, a distance of 203.01 feet to the point of curvature of a curve, concave to the Southeast, with a radius of 750.00 feet; thence Southwesterly along said curve, through a central angle of 33° 20' 47", an arc distance of 436.50 feet; thence South 18° 57' 09" West, a distance of 149.51 feet to the point of curvature of a curve, concave to the Northwest, with a radius of 650.00 feet; thence Southwesterly along said curve, through a central angle of 30° 22' 08", an arc distance of 344.52 feet; thence South 49° 14' 01" West, a distance of 11.58 feet; thence South 40° 45' 59" East, a distance of 35.89 feet to the point of curvature of a curve, concave to the Southwest, with a radius of 345.00 feet; thence Southeasterly along said curve, through a central angle of 25° 31' 42", an arc distance of 153.72 feet; thence South 15° 14' 17" East, a distance of 451.32 feet; thence North 74° 45' 43" East, a distance of 30.00 feet; thence South 89° 11' 05" East, a distance of 552.47 feet to a point on the East line of said Northeast quarter of Section 16; thence South 00° 48' 55" West, along said East line of the Northeast quarter of Section 16, a distance of 389.12 feet; thence South 45° 07' 27" West, a distance of 531.57 feet; thence North 32° 00' 44" West, a distance of 489.62 feet; thence North 15° 14' 17" West, a distance of 871.78 feet; thence South 49° 14' 01" West, a distance of 27.92 feet; thence North 40° 45' 59" West, a distance of 60.00 feet; thence North 35° 55' 47" West, a distance of 830.19 feet; thence North 21° 17' 01" East, a distance of 670.13 feet to a point on the North line of said Northeast quarter of Section 16; thence South 88° 44' 42" East, along said North line of the Northeast quarter of Section 16, a distance of 12,200.88 feet to the point of beginning.

This legal description is made pursuant to that certain Certificate approving a Lot Line Adjustment, Certificate No. Placer 01-15(A), recorded September 30, 2002, as Instrument No.

02-170737 of Official Records.

APN: 300-542-05

EXHIBIT A (SITE 6)

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

PARCEL TWO:

That portion of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Southwest corner of said Northeast quarter of Section 16; thence North $00^{\circ} 44' 07''$ East, along the West line of said Northeast quarter of Section 16, a distance of 1,688.31 feet; thence North $29^{\circ} 04' 10''$ East, a distance of 611.16 feet; thence South $75^{\circ} 05' 32''$ East, a distance of 139.69 feet; thence South $49^{\circ} 07' 14''$ East, a distance of 398.99 feet; thence South $11^{\circ} 34' 19''$ West, a distance of 745.82 feet; thence North $77^{\circ} 08' 07''$ West, a distance of 83.61 feet; thence South $36^{\circ} 34' 19''$ West, a distance of 273.76 feet; thence South $14^{\circ} 27' 00''$ West, a distance of 626.05 feet; thence South $20^{\circ} 00' 56''$ West, a distance of 413.22 feet to a point on the South line of said Northeast quarter of Section 16; thence North $88^{\circ} 58' 45''$ West, along said South line of the Northeast quarter of Section 16, a distance of 63.38 feet to the point of beginning.

APN: 300-542-03



OLD REPUBLIC
TITLE COMPANY

EXHIBIT B

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

PRELIMINARY REPORT

Our Order Number 1411014269-DB

GRANVILLE HOMES
1396 W. Herndon Ave. Ste. 101
Fresno, CA 93711

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Group 3, Friant, CA 93626
[Unincorporated area of Fresno County]

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

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

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

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

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

Dated as of March 7, 2019, at 8:00 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

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

Tract I:

Assemi Group, Inc., a California corporation, successor to GV Holdings, Inc., a California corporation

Tract II:

WC Millerton Developers, Inc., a California corporation

Tract III:

Grantor Real Estate Investments, LLC, a California limited liability company, as to Parcel 1

3B Development, Inc., a California corporation, as to Parcels 3 and 4

Tract IV:

Millerton Investments, LLC, a California limited liability company, formerly Visalia Land 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:

Tract I:

The Northeast quarter of the Northwest quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof.

APN: 300-542-12

Tract II:

The South half of the Northwest quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof.

APN: 300-542-13

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

Tract III:

Parcels 1, 3 and 4 of Parcel Map No. 5988, recorded in Book 41 of Parcel Maps, at Page 22, Fresno County Records.

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

APN: 300-340-13
300-542-10
300-542-11

Tract IV:

PARCEL 2 OF PARCEL MAP NO. 5988, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 41 PAGE 22 PARCEL MAPS, FRESNO COUNTY RECORDS; EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN BOOK 5832 PAGE 371 OF OFFICIAL RECORDS, INSTRUMENT NO. 76311.

EXCEPTING THEREFROM A PORTION OF SAID PARCEL 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 227.35 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-1);

THENCE NORTH 15°24'03" WEST A DISTANCE OF 73.70 FEET;

THENCE NORTH 01°47'08" EAST PARALLEL WITH AND 21.78 FEET WESTERLY FROM EAST LINE OF SAID PARCEL 2, A DISTANCE OF 75.29 FEET;

THENCE NORTH 26°56'00" EAST A DISTANCE OF 51.24 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2;

THENCE ALONG SAID EAST LINE SOUTH 01°47'08" WEST A DISTANCE OF 192.08 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-1).

ALSO EXCEPTING THEREFROM A PORTION OF SAID PARCEL 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

THENCE ALONG THE EAST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 950.66 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-2);

THENCE NORTH 43°29'57" WEST A DISTANCE OF 272.21 FEET;

THENCE NORTH 27°53'00" EAST A DISTANCE OF 224.53 FEET;

THENCE NORTH 62°31'36" EAST A DISTANCE OF 108.51 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2;

THENCE ALONG SAID EAST LINE SOUTH 01°47'08" WEST A DISTANCE OF 446.20 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-2).

TOGETHER WITH PORTIONS OF PARCELS 20 AND 21 OF PARCEL MAP NO. 5349 RECORDED IN BOOK 34 AT PAGES 19 AND 20 OF PARCEL MAPS, FRESNO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG THE WEST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 1396.86 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-3);

THENCE SOUTH 62°15'02" EAST A DISTANCE OF 311.63 FEET;

THENCE NORTH 58°08'13" EAST A DISTANCE OF 116.44 FEET;

THENCE SOUTH 39°59'15" EAST A DISTANCE OF 379.36 FEET;

THENCE SOUTH 88°45'40" EAST A DISTANCE OF 506.61 FEET;

THENCE NORTH 01°14'20" EAST A DISTANCE OF 57.39 FEET;

THENCE NORTH 17°48'29" EAST A DISTANCE OF 245.56 FEET;

THENCE NORTH 88°45'40" WEST A DISTANCE OF 75.50 FEET;

THENCE NORTH 66°34'29" WEST A DISTANCE OF 115.47 FEET;

THENCE NORTH 81°09'12" WEST A DISTANCE OF 441.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MILLERTON ROAD AS DESCRIBED IN DOCUMENT NUMBER 23913, RECORDED IN BOOK 6568, PAGE 294, OFFICIAL RECORDS OF FRESNO COUNTY;

THENCE WESTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF MILLERTON ROAD TO THE NORTHWEST CORNER OF LOT 21 OF SAID MAP;

THENCE ALONG THE WEST LINE OF SAID PARCEL 21 SOUTH 01°47'08" WEST A DISTANCE OF 171.32 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-3).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

APN: 300-340-60 (new, not yet assessed)

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

MATTERS AFFECTING TRACT I:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-12	
1st Installment	:	\$2,200.31	Marked Paid
2nd Installment	:	\$2,200.31	NOT Marked Paid

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. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded : May 14, 1971, in [Book 25 Pages 44 and 45 of Record of Surveys](#)

5. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded : December 14, 1973, in [Book 26 Page 67 of Record of Surveys](#)

6. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
Executed By : Millerton New Town Development, a California General Partnership
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

Note: Reference is made to said instrument for full particulars.

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

Instrument : Grant of Easement
Granted To : Millertown Resources, a Delaware corporation
For : Public utility and road access
Dated : December 10, 1991
Recorded : [December 11, 1911 in Official Records under Recorder's Serial Number 91151506](#)
Affects : As described therein

8. Terms and provisions as contained in an instrument,

Entitled : Fresno County Fire Protection District Resolution No. 2000-15
Executed By : County of Fresno
Recorded : [July 21, 2000 in Official Records under Recorder's Serial Number 2000-0086384](#)

9. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, the County of Fresno, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$40,000,000.00
Trustor/Borrower : Granville Homes, Inc., a California corporation
Trustee : Old Republic Title Company
Beneficiary/Lender : U.S. Bank National Association d/b/a Housing Capital Company
Dated : April 18, 2016
Recorded : [May 27, 2016 in Official Records under Recorder's Serial Number 2016-0067750](#)
Loan No. : 1486R
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other property

Amendment to Construction Deed of Trust with Assignment of Leases and Renets,
Security Agreement and Fixture Filing, pertaining to said Deed of Trust executed by
Granville Homes, Inc.

Recorded : [October 11, 2018 in Official Records under Recorder's Serial Number 2018--0125180](#)

MATTERS AFFECTING TRACT II:

11. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

12. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-13	
Code No.	:	076-094	
1st Installment	:	\$8,816.55	Marked Paid
2nd Installment	:	\$8,816.55	NOT Marked Paid
Land Value	:	\$1,496,480.00	

13. 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.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

14. Any special tax which is now a lien and that may be levied within the Community Facilities District No. 2010-01, a notice of which was recorded as follows:

Instrument Entitled : Notice of Special Tax Lien
By : Fresno County Fire Protection District
Recorded : [July 22, 2010 in Official Records under Recorder's Serial Number 2010-0093596](#)

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

Further information may be obtained by contacting:

Name : Geraldine Welford
Address : 210 South Academy Avenue, Sanger, CA 93657
Phone : (559)493-4300

And as modified by an instrument, executed by Fresno County Fire Protection District, recorded [May 18, 2011 in Official Records under Recorder's Serial Number 2011-0066725](#).

15. Water rights, claims or title to water, whether or not shown by the public records.
16. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of any public highway or road.
17. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Recorded : [April 1, 1988 in Official Records under Recorder's Serial Number 88034750](#)

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, 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. 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."

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

Granted To : County of Fresno on behalf of County Service Area 34
For : Fill and fence
Recorded : [February 6, 1991 in Official Records under Recorder's Serial Number 91015064](#)
Affects : As described therein

19. Conditions contained and/or referred to in an instrument,

Entitled : Resolution No. 2000-15
By : Fresno County Fire Protection District
Recorded : [July 21, 2000 in Official Records under Recorder's Serial Number 2000-0086384](#)

20. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement
Executed By : California Department of Fish & Game and County of Fresno and Developers
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

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

Granted To : County of Fresno
For : Public utility
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060919](#)
Affects : As described therein

22. Terms and provisions as contained in an instrument,

Entitled : Financing, Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Protection District, a California special district and JPJ, Incorporated
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

23. Terms and provisions as contained in an instrument,

Entitled : Grant of Temporary Easement and Subordination(s)
Executed By : JPJ, Incorporated
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)

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

Granted To : JPJ, Incorporated, a California corporation
For : Installation and construction of public utility pipes
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)
Affects : As described therein

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

Granted To : County of Fresno
For : Public utility
Recorded : [May 18, 2018 in Official Records under Recorder's Serial Number 2018-0059096](#)
Affects : As described therein

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

Amount : \$1,884,086.22
Trustor/Borrower : WC Millerton Developers, Inc., a California corporation
Trustee : Old Republic Title Company, a California corporation
Beneficiary/Lender : JPJ Incorporated, a California corporation
Dated : December 18, 2018
Recorded : [December 21, 2018 in Official Records under Recorder's Serial Number 2018-0152210](#)
Returned to : 7030 N. Fruit Avenue, Suite 101, Fresno, CA 93711

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$500,000.00
Trustor/Borrower : WC Millerton Developers, Inc., a California corporation
Trustee : Old Republic Title Company
Beneficiary/Lender : Assemi Brothers, LLC, a California limited liability company
Dated : December 17, 2018
Recorded : [December 21, 2018 in Official Records under Recorder's Serial Number 2018-0152211](#)
Returned to : 1396 W. Herndon Ave., Suite 101, Fresno, CA 93711

MATTERS AFFECTING TRACT III:

28. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

29. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-340-13	
1st Installment	:	\$4,629.05	Marked Paid
2nd Installment	:	\$4,629.05	NOT Marked Paid

30. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-10	
1st Installment	:	\$14,929.19	Marked Paid
2nd Installment	:	\$14,929.19	NOT Marked Paid

Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-11	
1st Installment	:	\$14,929.19	Marked Paid
2nd Installment	:	\$14,929.19	NOT Marked Paid

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

31. Supplemental taxes, general and special, for the fiscal year 2017 - 2018 as follows:

Assessor's Parcel No.	:	300-542-10ZZ	
1st Installment	:	\$10,442.71	Marked Paid
2nd Installment	:	\$10,442.71	NOT Marked Paid
Delinquent On	:	April 10, 2019	

Supplemental taxes, general and special, for the fiscal year 2017 - 2018 as follows:

Assessor's Parcel No.	:	300-542-11ZZ	
1st Installment	:	\$10,442.71	Marked Paid
2nd Installment	:	\$10,442.71	NOT Marked Paid
Delinquent On	:	April 10, 2019	

32. 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.

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

District No	:	Annexation Territory No. 2A of Community Facilities District No. 2006-01
For	:	Police Protection Services
Disclosed By	:	Amendment Notice of Special Tax Lien
Recorded	:	November 8, 2006 in Official Records under Recorder's Serial Number 2006-0238040

Further information may be obtained by contacting:

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

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

Further information may be obtained by contacting:

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

35. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

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

Granted To : San Joaquin Light and Power Corporation
For : Poles and Wires for a Telephone Line
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public Utilities with the Right of Ingress and Egress
Recorded : [August 22, 1945 in Book 2264 of Official Records, Page 269 under Recorder's Serial Number 32818](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Pole Lines and/or Underground Conduits
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

For : Non-Exclusive Private Road and Public Utilities
Affects : Said land

40. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
To : County of Fresno
For : Future Public Road
Dated : May 31, 1984
Recorded : [June 1, 1984 in Official Records under Recorder's Serial Number 84053151](#)

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

Instrument : Grant of Easement
Granted To : Charles Forman, et al
For : Private Road and Underground Utilities
Recorded : [June 22, 1984 in Official Records under Recorder's Serial Number 84-60046](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Entitled : Agreement
Executed By : County of Fresno and Millerton New Town Development Company
Dated : May 1, 1990
Recorded : [May 10, 1990 in Official Records under Recorder's Serial Number 90054027](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Grant of Easement
Granted To : Millertown Resources, a Delaware corporation
For : Public Utilities and Road Access
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)
Affects : Parcels 3 and 4

Not defined of Record

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

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

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

Entitled : Financing, Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Proection District, a California special district, and JPJ, Incorporated
Dated : April 14, 2010
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$1,600,000.00
Trustor/Borrower : Grantor Real Estate Investments, 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 : July 8, 2016
Recorded : [August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114795](#)
Loan No. : 2425L1

Affects this and other property.

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

Entitled : Memorandum of Additional Advance Modificaiton Agreement
Executed By : 3B Development, Inc., a California corporation, et al
Dated : March 7, 2018
Recorded : [April 5, 2018 in Official Records under Recorder's Serial Number 2018-0039798](#)

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

Instrument : Grant of Temporary Easement and Subordination(s)
Granted To : JPJ Incorporated, a California corporation
For : temporary easement for the installation and construction of public utility pipes and incidental purposes
Dated : February 23, 2018
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)
Affects : easterly portion of said land

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Deed of Easement
Granted To : The County of Fresno
For : Easement for public utility and incidental purposes
Dated : February 23, 2018
Recorded : [May 18, 2018 in Official Records under Recorder's Serial Number 2018-0059096](#)
Affects : easterly portion of said land

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

Instrument : Easement Deed
Granted To : Pacific Gas and Electric Company
For : Public Utilities
Recorded : [December 5, 2018 in Official Records under Recorder's Serial Number 2018-0145315](#)
Affects : Said land as per map attached thereto

THE FOLLOWING MATTERS AFFECT TRACT IV:

50. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

51. 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.

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

District No : Annexation Territory No. 2A of Community Facilities District No. 2006-01
For : Police Protection Services
Disclosed By : Amendment Notice of Special Tax Lien
Recorded : [November 8, 2006 in Official Records under Recorder's Serial Number 2006-238040](#)

Further information may be obtained by contacting:

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

And as modified by an instrument, executed by The County of Fresno, recorded [September 21, 2017 in Official Records under Recorder's Serial Number 2017-0120153](#).

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

District No : 2005-03
For : Fresno County Fire Protection District
Disclosed By : Notice of Special Tax Lien
Recorded : [July 22, 2010 in Official Records under Recorder's Serial Number 2010-0093596](#)

Further information may be obtained by contacting:

And as modified by an instrument, executed by County of Fresno, recorded [May 18, 2011 in Official Records under Recorder's Serial Number 2011-0066725](#).

54. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

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

Granted To : San Joaquin Light and Power Company
For : Poles and wires for a telephone line
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : As described therein

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public utilities with the right of ingress and egress
Recorded : [August 22, 1945 in Book 2264 of Official Records, Page 269 under Recorder's Serial Number 32818](#)
Affects : As described therein

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public utilities and/or underground conduits
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : As described therein

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

Entitled : Agreement
Executed By : County of Fresno and Millerton New Town Development Company
Dated : May 1, 1990
Recorded : [May 10, 1990 in Official Records under Recorder's Serial Number 90-054027](#)

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

Entitled : Grant of Easement
Executed By : Millerton New Town Development, a California General Partnership and Millerton Resources, a Delaware corporation
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

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

Entitled : Consulting Agreement
Executed By : BDC Development Corporation, a California corporation, SJV Ventures, Inc., a California corporation and The Clarksfield Company, inc., a California corporation
Recorded : [November 22, 1996 in Official Records under Recorder's Serial Number 96156596](#)

affects a portion of Parcel Twelve and other property

And as modified by an instrument, executed by A. Ben Ewell, Jr. and SJV Ventures, Inc., a California corporation and BDC Development Corporation, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156595](#).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

And as modified by an instrument, executed by SJV Ventures, Inc., BDC Development Corporation and A. Ben Ewell, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156598](#).

And as modified by an instrument, executed by SJV Ventures, Inc., BDC Development Corporation and Westcal, Inc, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156599](#).

And as modified by an instrument, executed by SJV Ventures, Inc, BDC Development Company and Westcal, Inc, recorded [March 22, 2012 in Official Records under Recorder's Serial Number 2012-40927](#).

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

Entitled : Settlement Agreement (including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

62. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Minor Collector Road Fees for Millerton Specific Plan Development
In Favor Of : J.P.J., Inc., a California corporation
Dated : January 4, 2010
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060928](#)

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

Entitled : Financing Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Protection District, a California special district, and J.P.J. Incorporated
Dated : April 14, 2010
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

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

Entitled : Deed Restriction
Executed By : JPJ, Incorporated, a California corporation
Recorded : [July 25, 2016 in Official Records under Recorder's Serial Number 2016-0095512](#)

affects a portion of Parcel Twelve and other property

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

Entitled : Restrictive Covenant
Executed By : JPJ, Incorporated, a California corporation
Dated : July 19, 2016
Recorded : [July 25, 2016 in Official Records under Recorder's Serial Number 2016-0095513](#)

affects a portion of Parcel Twelve and other property

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

Amount : \$4,900,000.00
Trustor/Borrower : Millerton Investments, 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 : July 6, 2016
Recorded : August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114793
Loan No. : 2425L
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other property

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

Entitled : Memorandum of Additional Advance Modification Agreement
Executed By : Millerton Investments, LLC, a California limited liability company
Recorded : [April 5, 2018 in Official Records under Recorder's Serial Number 2018-0039762](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

Amended and Restated Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, pertaining to said Deed of Trust executed by Millerton Investments, LLC, a California limited liability company and U.S. Bank National Association, d/b/a Housing Capital Company.

Recorded : May 8, 2018 in Official Records under Recorder's Serial Number 2018-0054416

Returned to
Address : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

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

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 2.3.

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

Instrument

Entitled : Grant Deed

By/From : Charles M. Forman, Trustee, and Jerome N. Drell, Eunice Drell, Co-Trustees, husband and wife, as joint tenants, and Margaret Y. Nee, West

To : Granville Homes, Inc., a California corporation

Dated : January 16, 1996

Recorded : [February 2, 1996 in Official Records under Recorder's Serial Number 96014513](#)

C. All transactions that close on or after March 1, 2015 will include a \$20.00 minimum recording service fee, plus actual charges required by the County Recorder.

RAM/mm

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 (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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

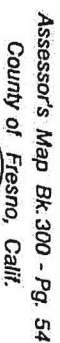
Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

POB. SEC.'S 10, 15 & 16 T 11 S. R 21 E. M D B & M

300-54

1" = 800'

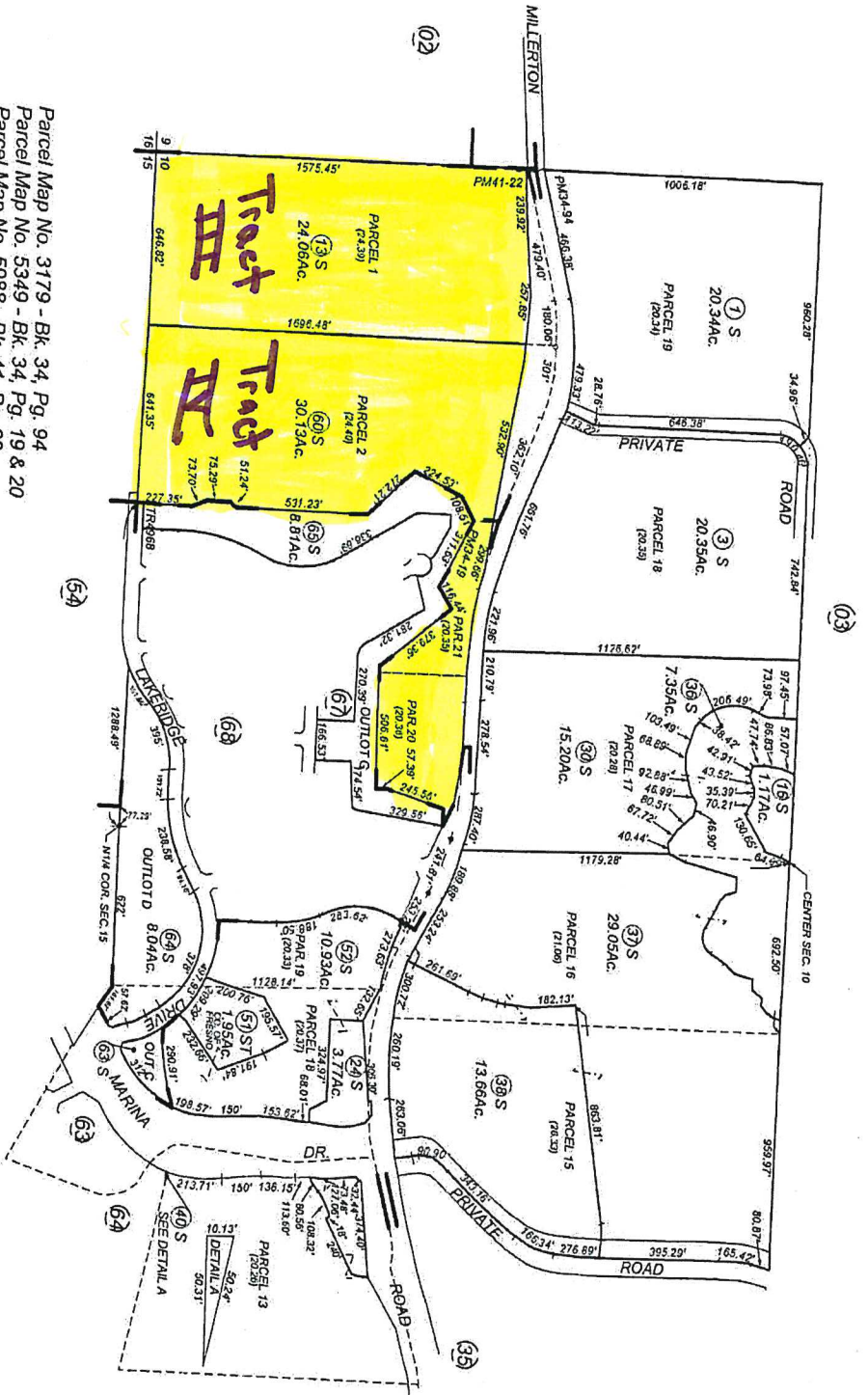


-NOTE-
This map is for Assessment purposes only.
It is not to be construed as portraying legal
ownership or divisions of land for purposes
of zoning or subdivision law.

SUBDIVIDED LAND IN POR. SEC. 10, T. 11 S., R. 21 E., M.D.B. & M.

Tax Rate Area
76-094
76-095
199-014

300-34



10/30/2018

Parcel Map No. 3179 - Bk. 34, Pg. 94
Parcel Map No. 5349 - Bk. 34, Pg. 19 & 20
Parcel Map No. 5988 - Bk. 41, Pg. 22
Tract No. 4968 - Plat Bk. 88, Pgs. 1-8

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

Assessor's Map Bk. 300 - Pg. 34
County of Fresno, Calif.



OLD REPUBLIC
TITLE COMPANY

EXHIBIT B

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

PRELIMINARY REPORT

ASHLAN & HAYES, INC
1396 W. HERNDON AVENUE
FRESNO, CA 93711

First Amended Report

Our Order Number 1411014270A-DB

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Group 4, Friant, CA 93626
[Unincorporated area of Fresno County]

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

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

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

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

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

Dated as of March 8, 2019, at 8:00 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

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:

An Easement as to Parcels Three and Four of Tract IV; and Fee as to the remainder

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

Tract I:

Ashlan & Hayes Investments, LLC, a California limited liability company

Tract II:

Locans Investments, LLC, a California limited liability company

Tract III:

Millerton Investments, LLA, a California limited liability company

Tract IV:

Grantor Real Estate Investments, 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:

Tract I:

PARCEL 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE NORTH 00° 45' 27" EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16, A DISTANCE OF 561.69 FEET; THENCE SOUTH 89° 14' 33" EAST A DISTANCE OF 304.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 21° 51' 10" EAST A DISTANCE OF 118.88 FEET; THENCE NORTH 56° 24' 02" EAST A DISTANCE OF 179.21 FEET; THENCE NORTH 33° 56' 18" EAST A DISTANCE OF 399.53 FEET; THENCE NORTH 57° 18' 52" EAST A DISTANCE OF 122.18 FEET; THENCE NORTH 38° 37' 13" EAST A DISTANCE OF 684.84 FEET; THENCE NORTH 08° 57' 22" EAST A DISTANCE OF 31.86 FEET; THENCE SOUTH 61° 22' 23" EAST A DISTANCE OF 126.23 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 900.00 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 42' 58", AN ARC DISTANCE OF 356.82 FEET; THENCE SOUTH 84° 05' 21" EAST A DISTANCE OF 237.09

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

FEET; THENCE SOUTH 05° 54' 39" WEST A DISTANCE OF 175.72 FEET; THENCE SOUTH 61° 58' 27" WEST A DISTANCE OF 250.16 FEET; THENCE SOUTH 76° 17' 09" WEST A DISTANCE OF 95.71 FEET; THENCE SOUTH 18° 26' 44" WEST A DISTANCE OF 88.84 FEET; THENCE SOUTH 65° 36' 00" WEST A DISTANCE OF 167.40 FEET; THENCE NORTH 85° 38' 04" WEST A DISTANCE OF 156.14 FEET; THENCE SOUTH 40° 46' 52" WEST DISTANCE OF 124.15 FEET; THENCE SOUTH 51° 22' 50" WEST A DISTANCE OF 146.37 FEET; THENCE NORTH 77° 07' 28" WEST A DISTANCE OF 219.61 FEET; THENCE SOUTH 39° 42' 59" WEST A DISTANCE OF 156.83 FEET; THENCE SOUTH 06° 13' 47" EAST A DISTANCE OF 62.96 FEET; THENCE SOUTH 53° 59' 22" WEST A DISTANCE OF 77.43 FEET; THENCE SOUTH 47° 32' 43" WEST A DISTANCE OF 258.78 FEET; THENCE SOUTH 71° 13' 52" WEST A DISTANCE OF 121.62 FEET, THENCE NORTH 88° 09' 34" WEST A DISTANCE OF 62.73 FEET, THENCE NORTH 34° 29' 44" WEST A DISTANCE OF 60.87 FEET TO THE TRUE POINT OF BEGINNING.

APN: 300-542-39
300-542-40

PARCEL 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE NORTH 00° 45' 27" EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16, A DISTANCE OF 561.69 FEET; THENCE SOUTH 89° 14' 33" EAST A DISTANCE OF 304.27 FEET, THENCE NORTH 21° 51' 10" EAST A DISTANCE OF 118.88 FEET; THENCE NORTH 56° 24' 02" EAST A DISTANCE OF 179.21 FEET; THENCE NORTH 33° 56' 18" EAST A DISTANCE OF 399.53 FEET; THENCE NORTH 57° 18' 52" EAST A DISTANCE OF 122.18 FEET; THENCE NORTH 38° 37' 13" EAST A DISTANCE OF 684.84 FEET; THENCE NORTH 08° 57' 22" EAST A DISTANCE OF 31.86 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 08° 57' 22" EAST A DISTANCE OF 161.08 FEET; THENCE NORTH 40° 57' 32" EAST A DISTANCE OF 69.43 FEET; THENCE SOUTH 87° 07' 00" EAST A DISTANCE OF 69.89 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 300.00 FEET (THE RADIAL TO SAID POINT BEARS NORTH 10° 56' 13" WEST), THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 106° 50' 52", AN ARC DISTANCE OF 559.45 FEET; THENCE SOUTH 05° 54' 39" WEST A DISTANCE OF 52.82 FEET, THENCE NORTH 84° 05' 21" WEST A DISTANCE OF 41.19 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 900.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 42' 58", AN ARC DISTANCE OF 356.82 FEET; THENCE NORTH 61° 22' 23" WEST A DISTANCE OF 126.23 FEET TO THE TRUE POINT OF BEGINNING.

APN: 300-542-41

PARCEL 3:

THAT PORTION OF THE EAST HALF OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE NORTH $69^{\circ} 57' 24''$ EAST A DISTANCE OF 446.22 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH $64^{\circ} 45' 59''$ EAST, A DISTANCE OF 249.90 FEET; THENCE SOUTH $36^{\circ} 37' 58''$ EAST A DISTANCE OF 511.79 FEET; THENCE SOUTH $20^{\circ} 52' 54''$ WEST, A DISTANCE OF 305.34 FEET; THENCE NORTH $61^{\circ} 22' 23''$ WEST, A DISTANCE OF 198.44 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 560.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE $84^{\circ} 03' 01''$, AN ARC DISTANCE OF 821.49 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING NORTH OF SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, CERTIFICATE NO. 12-18, RECORDED MAY 24, 2013, AS [INSTRUMENT NO. 2013-0075084 OF OFFICIAL RECORDS](#).

APN: 300-542-48

Tract II:

Portions of Section 15 and Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, being more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 16; thence

- 1) South $88^{\circ} 20' 25''$ East, along the North line of said Northeast quarter, a distance of 1,509.93 feet to the Northwest corner of that Parcel of land described in Document No. 2006-0143583, Official Records of Fresno County; thence along the Westerly boundary of said Parcel following subsequent courses and distances
- 2) South $21^{\circ} 41' 28''$ West, a distance of 670.08 feet;
- 3) South $35^{\circ} 31' 20''$ East, a distance of 830.19 feet; thence
- 4) South $40^{\circ} 21' 32''$ East, a distance of 60.00 feet; thence
- 5) North $49^{\circ} 38' 28''$ East, a distance of 27.92 feet; thence

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 6) South 14° 49' 50" East, a distance of 871.78 feet; thence
- 7) South 31° 36' 17" East, a distance of 489.62 feet; thence
- 8) North 45° 31' 54" East, a distance of 531.57 feet to the East line of said Northeast quarter of Section 16; thence
- 9) South 01° 13' 22" West, along said East line, a distance of 439.13 feet to the Northwest corner of the Southwest quarter of said Section 15; thence
- 10) South 88° 13' 13" East, along the North line of said Southwest quarter, a distance of 755.75 feet to the centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances
- 11) South 19° 56' 46" West, a distance of 72.49 feet; thence
- 12) North 85° 00' 30" West, a distance of 64.24 feet; thence
- 13) South 31° 16' 41" West, a distance of 173.07 feet; thence
- 14) South 07° 32' 49" West, a distance of 30.34 feet; thence
- 15) South 60° 14' 25" East, a distance of 15.12 feet; thence
- 16) North 51° 58' 21" East, a distance of 50.64 feet; thence
- 17) South 68° 02' 55" East, a distance of 20.01 feet; thence
- 18) South 08° 04' 11" East, a distance of 109.28 feet; thence
- 19) South 42° 12' 02" West, a distance of 12.77 feet; thence
- 20) North 87° 31' 46" West, a distance of 32.39 feet; thence
- 21) South 37° 15' 35" West, a distance of 11.40 feet; thence
- 22) South 17° 57' 04" East, a distance of 71.26 feet; thence
- 23) South 03° 52' 53" West, a distance of 37.55 feet; thence
- 24) South 37° 58' 25" West, a distance of 77.17 feet; thence
- 25) South 58° 06' 28" West, a distance of 52.04 feet; thence
- 26) North 55° 36' 08" West, a distance of 24.13 feet; thence
- 27) North 10° 41' 15" East, a distance of 88.28 feet; thence

- 28) North 35° 44' 47" West, a distance of 13.78 feet; thence
- 29) North 82° 10' 48" West, a distance of 56.38 feet; thence
- 30) South 70° 01' 31" West, a distance of 25.44 feet; thence
- 31) South 02° 10' 27" East, a distance of 47.81 feet; thence
- 32) South 87° 49' 33" West, a distance of 23.35 feet; thence
- 33) North 25° 34' 05" West, a distance of 33.23 feet; thence
- 34) North 45° 05' 04" West, a distance of 87.86 feet; thence
- 35) North 21° 03' 30" West, a distance of 82.48 feet; thence
- 36) South 66° 29' 29" West, a distance of 48.38 feet; thence
- 37) North 27° 08' 46" West, a distance of 61.63 feet; thence
- 38) South 54° 42' 00" West, a distance of 49.76 feet; thence
- 39) North 80° 26' 10" West, a distance of 123.11 feet; thence
- 40) South 62° 09' 18" West, a distance of 30.53 feet; thence
- 41) South 02° 44' 45" West, a distance of 47.97 feet; thence
- 42) South 41° 03' 28" East, a distance of 73.48 feet; thence
- 43) South 24° 09' 27" West, a distance of 53.77 feet; thence
- 44) South 75° 42' 11" West, a distance of 52.74 feet; thence
- 45) South 35° 36' 50" West, a distance of 206.11 feet to a point on the West line of said Southwest quarter of Section 15, said point being a distance of 721.70 feet Southerly of said Northwest corner of the Southwest quarter, thence leaving said West line and continuing along said centerline of White Fox Creek.
- 46) South 35° 36' 50" West, a distance of 172.00 feet, thence leaving said centerline
- 47) South 02° 29' 55" West, a distance of 186.99 feet to the Northeasterly corner of that Parcel of land described in Document No. [2002-0037453](#), Official Records of Fresno County, thence along the Northwesterly boundary of a said Parcel following the subsequent courses and distances
- 48) North 83° 40' 49" West, a distance of 195.90 feet, thence
- 49) North 06° 19' 11" East, a distance of 52.82 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 300.00 feet, thence along said curve

- 50) Northwesterly, through a central angle of $106^{\circ} 50' 52''$, an arc distance of 559.45 feet, thence
- 51) North $86^{\circ} 42' 28''$ West, 69.89 feet, thence
- 52) South $41^{\circ} 22' 04''$ West, 69.43 feet, thence
- 53) South $09^{\circ} 21' 54''$ West, a distance of 192.94 feet, thence
- 54) South $39^{\circ} 01' 45''$ West, a distance of 684.84 feet, thence
- 55) South $57^{\circ} 43' 24''$ West, a distance of 122.18 feet, thence
- 56) South $34^{\circ} 20' 50''$ West, a distance of 399.53 feet, thence
- 57) South $56^{\circ} 48' 34''$ West, a distance of 179.21 feet, thence
- 58) South $22^{\circ} 15' 42''$ West, a distance of 118.88 feet, thence
- 59) South $34^{\circ} 05' 12''$ East, a distance of 60.87 feet, thence leaving said Northwesterly boundary
- 60) South $38^{\circ} 49' 04''$ West, a distance of 106.13 feet, returning to said centerline of White Fox Creek, thence along said centerline following the subsequent courses and distances
- 61) South $10^{\circ} 05' 17''$ West, a distance of 146.41 feet, thence
- 62) South $12^{\circ} 27' 46''$ East, a distance of 128.54 feet, thence
- 63) South $20^{\circ} 18' 39''$ West, a distance of 86.52 feet, thence
- 64) South $71^{\circ} 09' 21''$ West, a distance of 160.16 feet, thence
- 65) South $57^{\circ} 24' 44''$ West, a distance of 39.40 feet to the South line of the Southeast quarter of said Section 16; thence
- 66) North $88^{\circ} 48' 08''$ West, along said South line, a distance of 70.53 feet to the Southwest corner of the East half of the West half of said Southeast quarter, thence
- 67) North $01^{\circ} 09' 59''$ East, along the West line of said East half, a distance of 988.87 feet to the most Southwesterly corner of that Parcel of land described in Document No. [2002-0037456](#), Official Records of Fresno County, thence along the Easterly boundary of said Parcel following the subsequent courses and distances:
- 68) South $88^{\circ} 17' 13''$ East, a distance of 172.04 feet, thence
- 69) North $50^{\circ} 29' 02''$ East, a distance of 229.77 feet, thence
- 70) North $37^{\circ} 55' 01''$ East, a distance of 582.64 feet, thence

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 71) North 44° 57' 55" East, a distance of 366.25 feet, thence
- 72) South 60° 57' 51" East, a distance of 178.34 feet, thence
- 73) North 21° 17' 26" East, a distance of 578.19 feet, thence
- 74) North 36° 13' 26" West, a distance of 681.91 feet, thence
- 75) North 00° 55' 14" West, a distance of 634.33 feet, thence
- 76) North 35° 39' 41" West, a distance of 126.89 feet, thence
- 77) North 49° 38' 17" East, a distance of 67.61 feet, thence
- 78) North 40° 21' 43" West, a distance of 119.90 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 360.00 feet, thence along said curve
- 79) Northwesterly, through a central angle of 16° 11' 26", an arc distance of 101.73 feet, thence
- 80) North 06° 09' 27" West, a distance of 306.42 feet, thence
- 81) North 88° 20' 01' West, a distance of 298.19 feet, thence
- 82) South 45° 06' 32" West, a distance of 167.09 feet, thence
- 83) North 88° 57' 00' West, a distance of 84.95 feet, thence
- 84) South 03° 16' 52" West, a distance of 127.97 feet, thence
- 85) South 06° 39' 54" East, a distance of 61.17 feet, thence
- 86) South 02° 53' 11" West, a distance of 363.84 feet, thence
- 87) North 63° 00' 46" East, a distance of 442.99 feet, thence
- 88) South 35° 42' 32" East, a distance of 146.77 feet, thence
- 89) South 39° 24' 48" West, a distance of 98.07 feet, thence
- 90) South 53° 32' 51" West, a distance of 704.59 feet, thence
- 91) South 01° 09' 59" West, 397.31 feet to the Northwest corner of said East half; thence
- 92) North 88° 34' 23" West, along the South line of said Northeast quarter of Section 16, a distance of 613.41 feet to the Southeasterly corner of that Parcel of land described in Document No. [2002-0037457](#), Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances:
- 93) North 20° 25' 28" East, a distance of 413.22 feet, thence

- 94) North 14° 51' 32" East, a distance of 626.05 feet, thence
- 95) North 36° 58' 51" East, a distance of 273.76 feet, thence
- 96) South 76° 43' 35" East, a distance of 83.61 feet, thence
- 97) North 11° 58' 51" East, a distance of 745.82 feet, thence
- 98) North 48° 42' 42" West, a distance of 398.99 feet, thence
- 99) North 74° 41' 00" West, a distance of 139.69 feet, thence
- 100) South 29° 28' 42" West, a distance of 611.16 feet to the West line of said Northeast quarter of Section 16; thence
- 101) North 01° 08' 39" East, along the West line of said Northeast quarter, a distance of 940.87 feet to the point of beginning.

This legal is made pursuant to that certain Certificate of Compliance recorded August 22, 2008 as Instrument No. [2008-0120599](#) of Official Records.

Together with that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East a distance of 397.31 feet; thence North 53° 08' 19" East, a distance of 704.59 feet; thence North 39° 00' 16" East, a distance of 98.07 feet; thence North 36° 07' 04" West, a distance of 146.77 feet; thence South 62° 36' 14" West, a distance of 442.99 feet; thence North 02° 28' 39" East, a distance of 363.84 feet; thence North 07° 04' 26" West, a distance of 61.17 feet; thence North 02° 52' 20" East, a distance of 127.97 feet; thence South 89° 21' 32" East, a distance of 84.95 feet; thence North 44° 42' 00" East, a distance of 167.09 feet; thence South 88° 44' 33" East, a distance of 298.19 feet; thence South 06° 33' 59" East, a distance of 306.42 feet to a point on a non-tangent curve, concave to the Southwest, with a radius of 360.00 feet (the radial to said point bears North 33° 02' 19" East); thence Southeasterly along said curve, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence South 40° 46' 15" East, a distance of 119.90 feet; thence South 49° 13' 45" West, a distance of 67.61 feet; thence South 36° 04' 13" East, a distance of 126.89 feet; thence South 01° 19' 46" East, a distance of 634.33 feet; thence South 36° 37' 58" East, a distance of 681.91 feet; thence South 20° 52' 54" West, a distance of 578.18 feet; thence North 61° 22' 23" West, a distance of 178.34 feet; thence South 44° 33' 23" West, a distance of 366.25 feet; thence South 37° 30' 29" West, a distance of 582.64 feet; thence South 50° 04' 30" West, a distance of 229.77 feet; thence North 88° 41' 45" West, a distance of 172.04 feet to a point on the West line of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, along said West line of the East half of the West half of the Southeast quarter of Section 16, a distance of 1,637.46 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof described as follows:

Commencing at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 69° 57' 24" East, a distance of 446.22 feet to the true point of beginning of this description;

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

thence South 64° 45' 59" East, a distance of 249.90 feet; thence South 36° 37' 58" East, a distance of 511.79 feet; thence South 20° 52' 54" West, a distance of 305.34 feet; thence North 61° 22' 23" West, a distance of 198.44 feet to the point of curvature of a curve, concave to the Northeast, with a radius of 560.00 feet; thence Northwesterly and Northeasterly along said curve, through a central angle 84° 03' 01", an arc distance of 821.49 feet to the true point of beginning.

EXCEPTING THEREFROM that portion lying North of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

This legal description is made pursuant to that certain Certificate Approving a Lot Line Adjustment, Certificate No. 12-18 shown as Parcel C, recorded May 24, 2013, as Instrument No. [13-75084](#) of Official Records.

APN: 300-542-32
300-542-33
300-542-52

Tract III:

Portions of Section 15 and Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, being more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 16; thence

- 1) South 88° 20' 25" East, along the North line of said Northeast quarter, a distance of 1,509.93 feet to the Northwest corner of that parcel of land described in [Document No. 2006-0143583](#), Official Records of Fresno County; thence along the Westerly boundary of said Parcel following subsequent courses and distances
- 2) South 21° 41' 28" West, a distance of 670.08 feet;
- 3) South 35° 31' 20" East, a distance of 830.19 feet; thence
- 4) South 40° 21' 32" East, a distance of 60.00 feet; thence
- 5) North 49° 38' 28" East, a distance of 27.92 feet; thence
- 6) South 14° 49' 50" East, a distance of 871.78 feet; thence
- 7) South 31° 36' 17" East, a distance of 489.62 feet; thence
- 8) North 45° 31' 54" East, a distance of 531.57 feet to the East line of said Northeast quarter of Section 16; thence
- 9) South 01° 13' 22" West, along said East line, a distance of 439.13 feet to the Northwest corner of the Southwest quarter of said Section 15; thence
- 10) South 88° 13' 13" East, along the North line of said Southwest quarter, a distance of 755.75 feet to the centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 11) South 19° 56' 46" West, a distance of 72.49 feet; thence
- 12) North 85° 00' 30" West, a distance of 64.24 feet; thence
- 13) South 31° 16' 41" West, a distance of 173.07 feet; thence
- 14) South 07° 32' 49" West, a distance of 30.34 feet; thence
- 15) South 60° 14' 25" East, a distance of 15.12 feet; thence
- 16) North 51° 58' 21" East, a distance of 50.64 feet; thence
- 17) South 68° 02' 55" East, a distance of 20.01 feet; thence
- 18) South 08° 04' 11" East, a distance of 109.28 feet; thence
- 19) South 42° 12' 02" West, a distance of 12.77 feet; thence
- 20) North 87° 31' 46" West, a distance of 32.39 feet; thence
- 21) South 37° 15' 35" West, a distance of 11.40 feet; thence
- 22) South 17° 57' 04" East, a distance of 71.26 feet; thence
- 23) South 03° 52' 53" West, a distance of 77.17 feet; thence
- 24) South 37° 58' 25" West, a distance of 77.17 feet; thence
- 25) South 58° 06' 28" West, a distance of 52.04 feet; thence
- 26) North 55° 36' 08" West, a distance of 24.13 feet; thence
- 27) North 10° 41' 15" East, a distance of 88.28 feet; thence
- 28) North 35° 44' 47" West, a distance of 13.78 feet; thence
- 29) North 82° 10' 48" West, a distance of 56.38 feet; thence
- 30) South 70° 01' 31" West, a distance of 25.44 feet; thence
- 31) South 02° 10' 27" East, a distance of 47.81 feet; thence
- 32) South 87° 49' 33" West, a distance of 23.35 feet; thence
- 33) North 25° 34' 05" West, a distance of 33.23 feet; thence
- 34) North 45° 05' 04" West, a distance of 87.86 feet; thence

- 35) North 21° 03' 30" West, a distance of 82.48 feet; thence
- 36) South 66° 29' 29" West, a distance of 48.38 feet; thence
- 37) South 27° 08' 46" East, a distance of 61.63 feet; thence
- 38) South 54° 42' 00" West, a distance of 49.76 feet; thence
- 39) North 58° 26' 10" West, a distance of 123.11 feet; thence
- 40) South 62° 09' 18" West, a distance of 30.53 feet; thence
- 41) South 02° 44' 45" West, a distance of 47.97 feet; thence
- 42) South 41° 03' 28" East, a distance of 73.48 feet; thence
- 43) South 24° 09' 27" West, a distance of 53.77 feet; thence
- 44) South 75° 42' 11" West, a distance of 52.74 feet; thence
- 45) South 35° 36' 50" West, a distance of 206.11 feet to a point on the West line of said Southwest quarter of Section 15, said point being a distance of 721.70 feet Southwesterly of said Northwest corner of the Southwest quarter; thence leaving said West line and continuing along said centerline of White Fox Creek
- 46) South 35° 36' 50" West, a distance of 172.00 feet; thence leaving said centerline
- 47) South 02° 29' 55" West, a distance of 186.99 feet to the Northeasterly corner of that parcel of land described in [Document No. 2002-0037453](#), Official Records of Fresno County; thence along the Northwesterly boundary of a said Parcel following the subsequent courses and distances
- 48) North 83° 40' 49" West, a distance of 195.90 feet; thence
- 49) North 06° 19' 11" East, a distance of 52.82 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 300.00 feet; thence along said curve
- 50) Northwesterly, through a central angle of 106° 50' 52", an arc distance of 559.45 feet; thence
- 51) North 86° 42' 28" West, a distance of 69.89 feet; thence
- 52) South 41° 22' 04" West, a distance of 69.43 feet; thence
- 53) South 09° 21' 54" West, a distance of 192.94 feet; thence
- 54) South 39° 01' 45" West, a distance of 684.84 feet; thence
- 55) South 57° 43' 24" West, a distance of 122.18 feet; thence
- 56) South 34° 20' 50" West, a distance of 399.53 feet; thence

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 57) South 56° 48' 34" West, a distance of 179.21 feet; thence
- 58) South 22° 15' 42" West, a distance of 118.88 feet; thence
- 59) South 34° 05' 12" East, a distance of 60.87 feet; thence leaving said Northwesterly boundary
- 60) South 38° 49' 04" West, a distance of 106.13 feet, returning to said centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances
- 61) South 10° 05' 17" West, a distance of 146.41 feet; thence
- 62) South 12° 27' 46" East, a distance of 128.54 feet; thence
- 63) South 20° 18' 39" West, a distance of 86.52 feet; thence
- 64) South 71° 09' 21" West, a distance of 160.16 feet; thence
- 65) South 57° 24' 44" West, a distance of 39.40 feet to the South line of the Southeast quarter of said 16; thence
- 66) North 88° 48' 08" West, along said South line, a distance of 70.53 feet to the Southwest corner of the East half of the West half of said Southeast quarter; thence
- 67) North 01° 09' 59" East, along the West line of said East half, a distance of 988.87 feet to the most Southerly corner of that parcel of land described in [Document No. 2002-0037456](#), Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances
- 68) South 88° 17' 13" East, a distance of 172.04 feet; thence
- 69) North 50° 29' 02" East, a distance of 229.77 feet; thence
- 70) North 37° 55' 01" East, a distance of 582.64 feet; thence
- 71) North 44° 57' 55" East, a distance of 366.25 feet; thence
- 72) South 60° 57' 51" East, a distance of 178.34 feet; thence
- 73) North 21° 17' 26" East, a distance of 578.19 feet; thence
- 74) North 36° 13' 26" West, a distance of 681.91 feet; thence
- 75) North 00° 55' 14" West, a distance of 634.33 feet; thence
- 76) North 35° 39' 41" West, a distance of 126.89 feet; thence
- 77) North 49° 38' 17" East, a distance of 67.61 feet; thence

- 78) North 40° 21' 43" West, a distance of 119.90 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 360.00 feet; thence along said curve
- 79) Northwesterly, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence
- 80) North 86° 09' 27" West, a distance of 306.42 feet; thence
- 81) North 88° 20' 01" West, a distance of 298.19 feet; thence
- 82) South 45° 06' 32" West, a distance of 167.09 feet; thence
- 83) North 88° 57' 00" West, a distance of 84.95 feet; thence
- 84) South 03° 16' 52" West, a distance of 127.97 feet; thence
- 85) South 06° 39' 54" East, a distance of 61.17 feet; thence
- 86) South 02° 53' 11" West, a distance of 363.84 feet; thence
- 87) North 63° 00' 46" East, a distance of 442.99 feet; thence
- 88) South 35° 42' 32" East, a distance of 146.77 feet; thence
- 89) South 39° 24' 48" West, a distance of 98.07 feet; thence
- 90) South 53° 32' 51" West, a distance of 704.59 feet; thence
- 91) South 01° 09' 59" West, a distance of 397.31 feet to the Northwest corner of said East half; thence
- 92) North 88° 34' 23" West, along the South line of said Northeast quarter of Section 16, a distance of 613.41 feet to the Southeasterly corner of that parcel of land described in [Document No. 2002-0037457](#), Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances
- 93) North 20° 25' 28" East, a distance of 413.22 feet; thence
- 94) North 14° 51' 32" East, a distance of 626.05 feet; thence
- 95) North 36° 58' 51" East, a distance of 273.76 feet; thence
- 96) South 76° 43' 55" East, a distance of 83.61 feet; thence
- 97) North 11° 58' 51" East, a distance of 745.82 feet; thence
- 98) North 48° 42' 42" West, a distance of 398.99 feet; thence
- 99) North 74° 41' 00" West, a distance of 13969 feet; thence

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

- 100) South 29° 28' 42" West, a distance of 611.16 feet to the West line of said Northeast quarter of Section 16; thence
- 101) North 01° 08' 39" East, along the West line of said Northeast quarter, a distance of 940.87 feet to the point of beginning.

This legal is made pursuant to that certain Certificate of Correction recorded [August 22, 2008, as Instrument No. 2008-0120599](#) of Official Records.

TOGETHER WITH that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, a distance of 397.31 feet; thence North 53° 08' 19" East, a distance of 704.59 feet; thence North 39° 00' 16" East, a distance of 98.07 feet; thence North 36° 07' 04" West, a distance of 146.77 feet; thence South 62° 36' 14" West, a distance of 442.99 feet; thence North 02° 28' 39" East, a distance of 363.84 feet; thence North 07° 04' 26" West, a distance of 61.17 feet; thence North 02° 52' 20" East, a distance of 127.97 feet; thence South 89° 21' 32" East, a distance of 84.95 feet; thence North 44° 42' 00" East, a distance of 167.09 feet; thence South 88° 44' 33" East, a distance of 298.19 feet; thence South 06° 33' 59" East, a distance of 306.42 feet to a point on a non-tangent curve, concave to the Southwest, with a radius of 360.00 feet (the radial to said point bears North 33° 02' 19" East); thence Southeasterly along said curve, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence South 40° 46' 15" East, a distance of 119.90 feet; thence South 49° 13' 45" West, a distance of 67.61 feet; thence South 36° 04' 13" East, a distance of 126.89 feet; thence South 01° 19' 46" East, a distance of 634.33 feet; thence South 36° 37' 58" East, a distance of 681.91 feet; thence South 20° 52' 54" West, a distance of 578.18 feet; thence North 61° 22' 23" West, a distance of 178.34 feet; thence South 44° 33' 23" West, a distance of 366.25 feet; thence South 37° 30' 29" West, a distance of 582.64 feet; thence South 50° 04' 30" West, a distance of 229.77 feet; thence North 88° 41' 45" West, a distance of 172.04 feet to a point on the West line of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, along said West line of the East half of the West half of the Southeast quarter of Section 16, a distance of 1,637.46 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying South of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

ALSO that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Commencing at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 69° 57' 24" East, a distance of 446.22 feet to the true point of beginning of this description; thence South 64° 45' 59" East, a distance of 249.90 feet; thence South 36° 37' 58" East, a distance of 511.79 feet; thence South 20° 52' 54" West, a distance of 305.34 feet; thence North 61° 22' 23" West, a distance of 198.44 feet to the point of curvature of a curve, concave to the Northeast, with a radius of 560.00 feet; thence Northwesterly and Northeasterly along said curve, through a central angle 84° 03' 01", an arc distance of 821.49 feet to the true point of beginning.

EXCEPTING THEREFROM that portion lying South of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

This legal description is made pursuant to that certain Certificate approving a Lot Line Adjustment, Certificate No. 12-18, shown as Parcel A, recorded [May 24, 2013](#), as [Instrument No. 2013-75084](#) of Official Records.

APN: 300-542-51

Tract IV:

PARCEL ONE:

That portion of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, described as follows:

Beginning at the Northeast corner of said Northeast quarter of Section 16; thence South 00° 48' 55" West, along the East line of said Northeast quarter of Section 16, a distance of 117.01 feet to a point on a non-tangent curve, concave to the Northwest, with a radius of 720.00 feet (the radial of said point bears South 56° 21' 13" East); thence Southwesterly along said curve, through a central angle of 18° 39' 09", an arc distance of 234.40 feet; thence South 52° 17' 56" West, a distance of 203.01 feet to the point of curvature of a curve, concave to the Southeast, with a radius of 750.00 feet; thence Southwesterly along said curve, through a central angle of 33° 20' 47", an arc distance of 436.50 feet; thence South 18° 57' 09" West, a distance of 149.51 feet to the point of curvature of a curve, concave to the Northwest, with a radius of 650.00 feet; thence Southwesterly along said curve, through a central angle of 30° 22' 08", an arc distance of 344.52 feet; thence South 49° 14' 01" West, a distance of 11.58 feet; thence South 40° 45' 59" East, a distance of 35.89 feet to the point of curvature of a curve, concave to the Southwest, with a radius of 345.00 feet; thence Southeasterly along said curve, through a central angle of 25° 31' 42", an arc distance of 153.72 feet; thence South 15° 14' 17" East, a distance of 451.32 feet; thence North 74° 45' 43" East, a distance of 30.00 feet; thence South 89° 11' 05" East, a distance of 552.47 feet to a point on the East line of said Northeast quarter of Section 16; thence South 00° 48' 55" West, along said East line of the Northeast quarter of Section 16, a distance of 389.12 feet; thence South 45° 07' 27" West, a distance of 531.57 feet; thence North 32° 00' 44" West, a distance of 489.62 feet; thence North 15° 14' 17" West, a distance of 871.78 feet; thence South 49° 14' 01" West, a distance of 27.92 feet; thence North 40° 45' 59" West, a distance of 60.00 feet; thence North 35° 55' 47" West, a distance of 830.19 feet; thence North 21° 17' 01" East, a distance of 670.13 feet to a point on the North line of said Northeast quarter of Section 16; thence South 88° 44' 42" East, along said North line of the Northeast quarter of Section 16, a distance of 12,200.88 feet to the point of beginning.

This legal description is made pursuant to that certain Certificate approving a Lot Line Adjustment, Certificate No. Placer 01-15(A), recorded [September 30, 2002](#), as [Instrument No. 02-170737](#) of Official Records.

APN: 300-542-05

PARCEL TWO:

That portion of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Southwest corner of said Northeast quarter of Section 16; thence North 00° 44' 07" East, along the West line of said Northeast quarter of Section 16, a distance of 1,688.31 feet; thence North 29° 04' 10" East, a distance of 611.16 feet; thence South 75° 05' 32" East, a distance of 139.69 feet; thence South 49° 07' 14" East, a distance of 398.99 feet; thence South 11° 34' 19" West, a distance of 745.82 feet; thence North 77° 08' 07" West, a distance of 83.61 feet; thence South 36° 34' 19" West, a distance of 273.76 feet;

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

thence South 14° 27' 00" West, a distance of 626.05 feet; thence South 20° 00' 56" West, a distance of 413.22 feet to a point on the South line of said Northeast quarter of Section 16; thence North 88° 58' 45" West, along said South line of the Northeast quarter of Section 16, a distance of 63.38 feet to the point of beginning.

APN: 300-542-03

PARCEL THREE:

Easement appurtenant to Parcels One and Two:

A temporary easement for ingress and egress, access and public utility purposes, 60 feet in width, along the Northerly and Westerly boundaries of Fresno County, APN: 300-541-45 (now APN: 300-542-51), appurtenant to Fresno County APN: 300-541-05 and 300-531-03 (now APN: 300-542-05 and 300-542-03, respectively) (the Dominant Tenement) as described above, expiring upon Dominant tenement receiving alternative recorded access.

PARCEL FOUR:

Easement appurtenant to Parcel Two:

All easements and easement rights for ingress, egress, and utility purposes over and across the South 60 feet of Said Section 16, less any portion lying in Parcel 3 above, by that certain document entitled "Grant of Ingress, Egress, Access and Utility Easement and Agreement" by and among Millerton Investments, LLCC, a California limited liability company, as Grantor, and Grantor Real Estate Investments, LLC, a California limited liability company, as Grantee, which document recorded August 15, 2016 as Document No. [2016-0106338](#), Fresno County Records.

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

MATTERS AFFECTING TRACT I:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-39	
Code No.	:	076-068	
1st Installment	:	\$465.63	Marked Paid
2nd Installment	:	\$465.63	NOT Marked Paid
Land Value	:	\$63,526.00	

3. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-40	
Code No.	:	076-073	
1st Installment	:	\$22.62	Marked Paid
2nd Installment	:	\$22.62	NOT Marked Paid
Land Value	:	\$3,628.00	

4. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-41	
Code No.	:	076-068	
1st Installment	:	\$104.64	Marked Paid
2nd Installment	:	\$104.64	NOT Marked Paid
Land Value	:	\$14,175.00	

5. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-48	
Code No.	:	076-068	
1st Installment	:	\$183.43	Marked Paid
2nd Installment	:	\$183.43	NOT Marked Paid
Land Value	:	\$25,301.00	

6. 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.

THE FOLLOWING AFFECT PARCELS 1:

7. The effect of the fact that Parcel Map No. 5768, recorded in [Book 42 at Page 11](#) of Parcel Maps, discloses "Thread of Stream".

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

Granted To : San Joaquin Power Company
 For : poles and wires for telephone line and incidental purposes
 Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
 Affects : portion of said land

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

Granted To : Pacific Gas and Electric Company
 For : Pole lines and/or underground conduits and incidental purposes
 Recorded : July 10, 1945 in Official Records under Recorder's Serial Number 27076
 Affects : The Southeast quarter of the Southwest quarter of Section 11, Township 11 South, Range 21 East

The image(s) for exception(s) 19 herein is/are unavailable to hyper link. If you need a copy of this image please contact an advisory title officer.

10. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
 Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

11. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
 Executed By : Sunrise Crest, Inc., a California corporation; Granville Homes, Inc., a California corporation; Norman Christensen; Nora Christensen; JPJ, Inc., a California corporation and A. Ben Ewell, Jr.
 Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

12. Terms and provisions as contained in an instrument,
- Entitled : Covenant and Agreement Regarding the Creation of Easement For Road Purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060913](#)
13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
- For : Public utilities and incidental purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060918](#)
- Affects : Parcel 5 of Parcel 1
14. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
- For : Public utilities purposes and incidental purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060920](#)
- Affects : Parcel 5 of Parcel 1
15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision and the State of California
- For : public water tank, public utilities, access purposes and incidental purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060921](#)
- Affects : Said Land

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

Granted To : County of Fresno, a political subdivision of the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060922](#)
Affects : Parcel 3 of Parcel 1

THE FOLLOWING AFFECT PARCELS 2 AND 3:

17. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

18. Terms and provisions as contained in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

For : Ingress, egress, road and utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)

20. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : James R. Maxwell, et al
 For : Road and utility and incidental purposes
 Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
 Affects : as described therein
21. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Spy-Luvial Company, a California corporation
 For : Road and utility and incidental purposes
 Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 88029494](#)
 Affects : as described therein
22. Terms and provisions as contained in an instrument,
- Entitled : Grant Deed
 Recorded : [April 1, 1988 in Official Records under Recorder's Serial Number 88-34750](#)
23. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Pacific Gas & Electric Company, a California corporation
 For : Public utilities and incidental purposes
 Recorded : [September 19, 1990 in Official Records under Recorder's Serial Number 90113102](#)
 Affects : as described therein
24. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno
 For : Access and utility and incidental purposes
 Recorded : [April 15, 1991 in Official Records under Recorder's Serial Number 91043549](#)
 Affects : as described therein

25. Terms and provisions as contained in an instrument,

Entitled : Mutual Benefit Agreement
Executed By : The Clarksfield Company, Inc. and Clovis United School District
Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

The above matter is also recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98172655](#).

The above matter is also recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98172656](#).

The above matter is also recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98172657](#).

The terms and provisions contained in the document entitled "Assignment" recorded [March 22, 2012 as Instrument No. 2012-0040927](#) of Official Records

26. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005495](#)

27. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005496](#)

28. Terms and provisions as contained in an instrument,

Entitled : Pro-Rata Share for Improvements
Executed By : California Department of Transportation and The Clarksfield Company, Inc.
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)

29. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Coveants Affecting Real Property
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

THE FOLLOWING AFFECTS PARCEL4:

30. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

31. Terms and provisions as contained in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

Granted To : Charles M. Forman, as trustee under the Forman Community Property Trust Under Declaration of Trust dated July 30, 1975; Jerome M. Drell and Eunice Drell, Trustees Under Trust Agreement dated December 10, 1980, Jerome M. Drell and Eunice Drell, Trustors and Trustees; and Margaret Y. Nef, a widow
For : Ingress, egress, road and utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : as described therein

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

Granted To : James R. Maxwell, et al
For : Road, utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : as described therein

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

Granted To : Spy-Luvial Company, a California corporation
For : Road, utility and incidental purposes
Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 88029494](#)
Affects : as described therein

Covenants, conditions and restrictions as contained in Grant Deed recorded on [April 1, 1988 as Instrument No. 88-34750](#) of Official Records.

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

Granted To : County of Fresno
For : Access, utility easement and incidental purposes
Recorded : [April 15, 1991 in Official Records under Recorder's Serial Number 91043549](#)
Affects : as described therein

36. Terms and provisions as contained in an instrument,

Entitled : Mutual Benefit Agreement
Executed By : The Clarksfield Company, Inc. and Clovis Unified School District
Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

The above matter is also recorded [in Official Records under Recorder's Serial Number 98172655](#).

The above matter is also recorded [in Official Records under Recorder's Serial Number 98172656](#).

The above matter is also recorded [in Official Records under Recorder's Serial Number 98172657](#).

37. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Executed By : The Clarksfield Company Inc. and County of Fresno
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005495](#)

38. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005496](#)

39. Terms and provisions as contained in an instrument,

Entitled : Pro-Rata Share For Improvements
Executed By : California Department of Transportation and The Clarksfield Company, Inc.
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

40. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

MATTERS AFFECTING TRACT II:

41. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

42. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-32	
Code No.	:	076-094	
1st Installment	:	\$210.73	Marked Paid
2nd Installment	:	\$210.73	NOT Marked Paid
Land Value	:	\$28,810.00	

43. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-33	
Code No.	:	076-094	
1st Installment	:	\$0.00 NO TAXES DUE	NOT Marked Paid
2nd Installment	:	\$0.00 NO TAXES DUE	NOT Marked Paid
Land Value	:	\$2,945.00	

NO TAXES DUE

44. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-52	
Code No.	:	076-097	
1st Installment	:	\$2,041.58	Marked Paid
2nd Installment	:	\$2,041.58	NOT Marked Paid
Land Value	:	\$274,696.00	
Imp. Value	:	\$5,500.00	

45. 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.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

46. Water rights, claims or title to water, whether or not shown by the public records.
47. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of White Fox Lane, and any public records.

48. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : September 21, 1987 in Official Records under Recorder's Serial
Number 87116032

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial
Number 87130454](#).

49. Terms and provisions as contained in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
Recorded : [September 21, 1987 in Official Records under Recorder's Serial
Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial
Number 87130455](#).

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

Granted To : Charles M. Forman, as trustee under the Forman Community
Property Trust Under Declaration of Trust dated July 30, 1975;
Jerome M. Drell and Eunice Drell, Trustees Under Trust Agreement
dated December 10, 1980, Jerome M. Drell and Eunice Drell, Trustors
and Trustees; and Margaret Y. Nef, a widow
For : Ingress, egress, road and utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial
Number 87143714](#)
Affects : as described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Granted To : James R. Maxwell, et al
 For : Road, utility and incidental purposes
 Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
 Affects : as described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Granted To : Spy-Luvial Company, a California corporation
 For : Road, utility and incidental purposes
 Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 88029494](#)
 Affects : as described therein

Covenants, conditions and restrictions as contained in Grant Deed recorded on [April 1, 1988 as Instrument No. 88-34750](#) of Official Records.

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

Granted To : County of Fresno
 For : Access, utility easement and incidental purposes
 Recorded : [April 15, 1991 in Official Records under Recorder's Serial Number 91043549](#)
 Affects : as described therein

54. Terms and provisions as contained in an instrument,

Entitled : Mutual Benefit Agreement
 Executed By : The Clarksfield Company, Inc. and Clovis Unified School District
 Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

The above matter is also recorded in [Official Records under Recorder's Serial Number 98172655](#).

The above matter is also recorded in [Official Records under Recorder's Serial Number 98172656](#).

The above matter is also recorded in [Official Records under Recorder's Serial Number 98172657](#).

55. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Executed By : The Clarksfield Company Inc. and County of Fresno
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005495](#)

56. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005496](#)

57. Terms and provisions as contained in an instrument,

Entitled : Pro-Rata Share For Improvements
Executed By : California Department of Transportation and The Clarksfield Company, Inc.
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)

58. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

THE FOLLOWING MATTERS AFFECT TRACT III:

59. Taxes and assessments, general and special, for the fiscal year 2016 - 2017, a lien, but not yet due or payable.
60. 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.
61. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.
62. Any title or claim of interest of the United States of America, State of California, or claimants thereunder, based upon the assertion that said land was known to be mineral in character on February 1, 1907, the date of the Survey thereof was approved by the Surveyor General.

Said matters affect a portion lying within said Section 16

63. Matters as contained or referred to in an instrument,
- Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

64. Offer of Dedication in an instrument,
- Entitled : Irrevocable Offer of Conveyance (Easement)
Dated : September 18, 1987
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

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

Entitled : Covenant and Agreement Regarding Fire Protection Measures
Dated : September 18, 1987
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116034](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130456](#).

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

Instrument : Grant Deed
Granted To : Charles M. Forman, et al
For : Ingress, egress, road and utility
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : As described therein

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

Instrument : Grant Deed
Granted To : James R. Maxwell, et al
For : Road and utility
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : As described therein

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

Instrument : Grant Deed
Granted To : Spy-Luvial Company, a California corporation
For : Road and utility
Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 8829494](#)
Affects : As described therein

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

Instrument : Partnership Grant Deed
 Granted To : County of Fresno
 For : Access and utility easement
 Recorded : [January 15, 1991 in Official Records under Recorder's Serial Number 9143549](#)
 Affects : As described therein

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

Entitled : Mutual Benefit Agreement between the Clarksfield Company, Inc., and Clovis Unified School District
 Executed By : The Clarksfield Company, Inc., and the Clovis Unified School District
 Dated : October 29, 1998
 Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172655](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172656](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172657](#).

71. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
 In Favor Of : The Clarksfield Company, Inc.
 Dated : January 12, 1999
 Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 1999-0005495](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

72. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Improvement and
Maintenance of Private Roads
In Favor Of : The Clarksfield Company, Inc.
Dated : January 12, 1999
Recorded : [January 13, 1999 in Official Records under Recorder's Serial
Number 1999-0005496](#)

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

Entitled : Certificate of Waiver of Parce Map No. 97-07
Executed By : The Clarksfield Company, Inc., a California corporation
Recorded : [May 11, 1999 in Official Records under Recorder's Serial Number
1999-0071448](#)

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

Entitled : Pro-Rate Share for Improvements
Executed By : California Department of Transportation and The Clarksfield
Company, Inc.
Dated : April 10, 2003
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number
2003-0110288](#)

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

Entitled : Settlement Agreement (including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number
2007-0146467](#)

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

Entitled : Certificate of Compliance
Executed By : County of Fresno
Dated : August 21, 2008
Recorded : [August 22, 2008 in Official Records under Recorder's Serial Number
2008-0120599](#)

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

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

Instrument : Grant Deed
Granted To : Grantor Real Estate Investment, LLC, a California limited liability company
For : Temporary ingress and egress and access and public utilities
Recorded : [March 22, 2013 in Official Records under Recorder's Serial Number 2013-042479](#)
Affects : The Northerly and Westerly 60 feet of said land

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

Instrument : Grant of Engress, Egress, Access and Utility Easement and Agreement
Granted To : Grantor Real Estate Investments, LLC, a California limited liability company
For : Road Purposes, including ingress and egress and access for underground utilities
Recorded : [August 15, 2016 in Official Records under Recorder's Serial Number 2016-0106338](#)
Affects : The South 60 Feet of Said Parcel Eleven

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

Amount : \$4,900,000.00
Trustor/Borrower : Millerton Investments, 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 : July 6, 2016
Recorded : August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114793
Loan No. : 2425L
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other land

MATTERS AFFECTING TRACT IV:

80. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

81. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-05	
1st Installment	:	\$6,637.56	Marked Paid
2nd Installment	:	\$6,637.56	NOT Marked Paid

82. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-03	
1st Installment	:	\$3,824.23	Marked Paid
2nd Installment	:	\$3,824.23	NOT Marked Paid

83. 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.

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

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

Further information may be obtained by contacting:

85. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

86. Offer of Dedication in an instrument,

Entitled	:	Irrevocable Offer of Conveyance (Easement)
To	:	County of Fresno
For	:	Future public road
Dated	:	May 31, 1984
Recorded	:	June 1, 1984 in Official Records under Recorder's Serial Number 84053151

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

Instrument : Grant of Easement
 Granted To : Charles Forman, et al
 For : Private road and underground utilities
 Recorded : [June 22, 1984 in Official Records under Recorder's Serial Number 84-60046](#)
 Affects : As described therein

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

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
 Dated : September 18, 1987
 Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

89. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
 To : County of Fresno
 For : Future public road
 Dated : September 18, 1987
 Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)
 Affects : Parcels One and Three

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

Entitled : Covenant and Agreement Regarding Fire Protection Measures
 Dated : September 18, 1987
 Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116034](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130456](#).

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

Instrument : Grant Deed
Granted To : James R. Maxwell, et al
For : Road and utility
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87-143714](#)
Affects : Parcel One

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

Entitled : Mutual Benefit Agreement Between The Clarksfield Company, Inc., and Clovis Unified School District
Executed By : The Clarksfield Company, Inc., and Clovis Unified School District
Dated : October 29, 1998
Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)
Returned to
Address : Clovis Unified School District, 1450 Herndon Avenue, Clovis, California 93611-0599

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172655](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172656](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172657](#).

93. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Dated : January 12, 1999
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 1999-005495](#)

94. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Improvement and Maintenance of Private Roads
 Dated : January 12, 1999
 Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 1999-005496](#)

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

Entitled : Certificate of Waiver of Parcel Map No. 97-07
 Executed By : Clarksfield Company, Inc., a California corporation
 Recorded : [May 11, 1999 in Official Records under Recorder's Serial Number 1999-0071448](#)

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

Entitled : Declaration of Covenants Affecting Real Property
 Executed By : The Clarksfield Company, Inc., a California corporation
 Recorded : [March 28, 2001 in Official Records under Recorder's Serial Number 2001-0042785](#)

Said matters affect Parcel One

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

Entitled : Pro-Rate Share for Improvements
 Executed By : California Department of Transportation and The Clarksfield Company, Inc.
 Dated : April 1, 2003
 Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)
 Returned to Address : 410 West Fallbrook Avenue, Suite 102, Fresno, CA 93711

98. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (including Covenants Affecting Real Property)
 Executed By : California Department of Fish and Game, et al
 Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-146467](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

99. Conditions contained and/or referred to in an instrument,

Entitled : Covenant and Agreement Regarding Minor Collector Road Fees for
Millerton Specific Plan Development
By : J.P.J. Inc., a California corporation
Dated : January 4, 2010
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number
2010-0060928](#)

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

Amount : \$1,600,000.00
Trustor/Borrower : Grantor Real Estate Investments, 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 : July 8, 2016
Recorded : August 29, 2016 in Official Records under Recorder's Serial
Number 2016-0114795
Loan No. : 2425L1
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other land

Memorandum of Additional Advance Modification Agreement, pertaining to said Deed of Trust executed by Grantor Real Estate Investments, LLC.

Recorded : [April 5, 2018 in Official Records under Recorder's Serial
Number 2018-0039798](#)

----- **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 and 2.2.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 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 said land is unimproved. Said vacant land is known as: APN: 300-542-41, 300-542-15S, 300-542-17S, 300-350-28S, 300-542-32, 300-542-52, 300-542-14S, 300-542-48, 300-542-33, 300-542-39, 300-542-40, 300-542-16S, and 300-542-18S

The ALTA loan policy, when issued, will contain the CLTA Modified 100 (TIM-52) and Modified 116 (TIM-58) endorsements. The referenced modifications to both endorsements delete only non-applicable coverage relating to improvements located upon said land.

Unless shown elsewhere in the body of this report, there appears 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	:	JPJ, Incorporated, a California corporation, formerly known as Westcal, Inc., a California corporation
To	:	JPJ, Incorporated, a California corporation
Recorded	:	December 19, 2011 in Official Records under Recorder's Serial Number 2011-0169138

O.N.
RM/mp

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 (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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

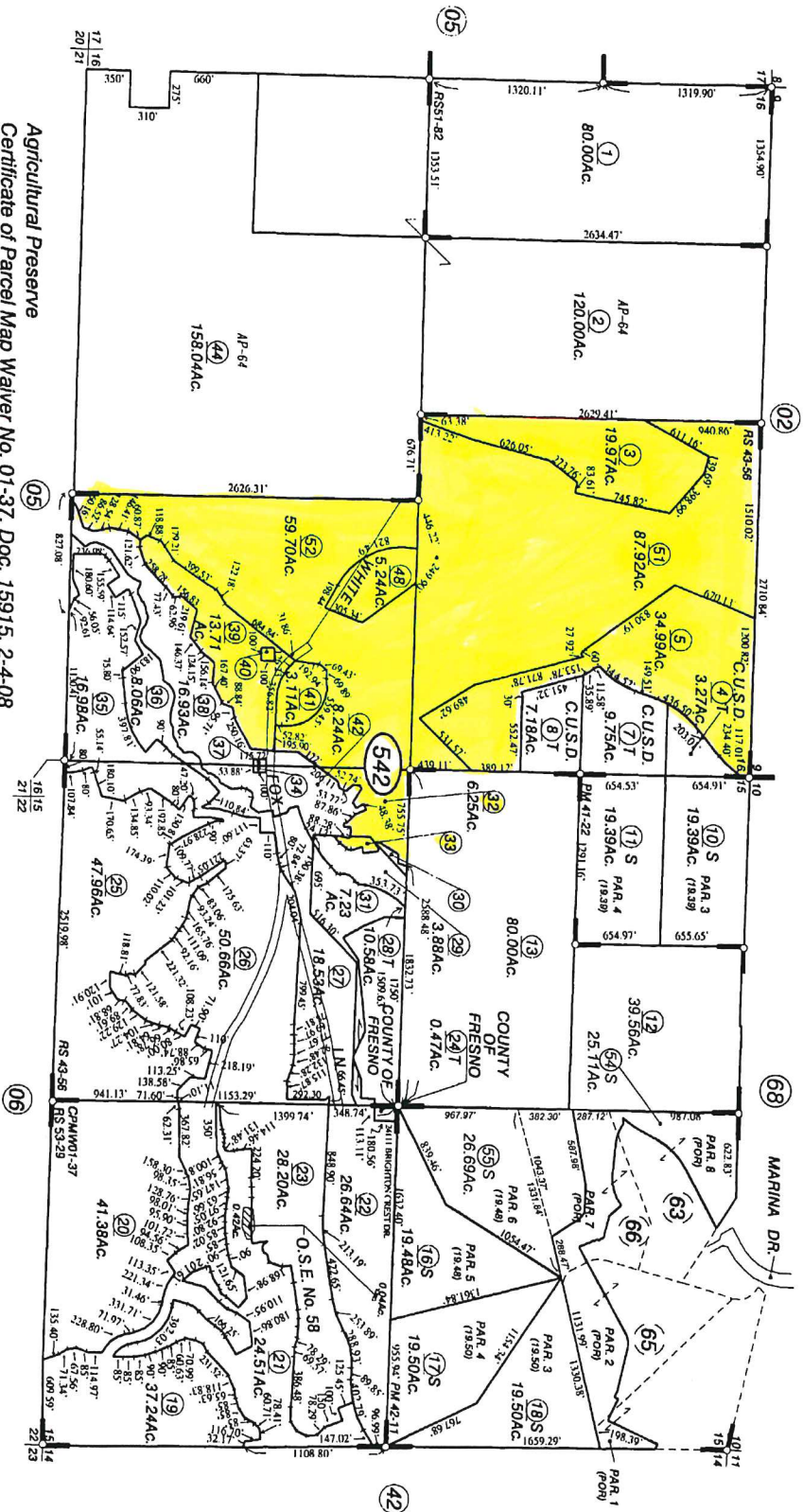
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

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

POR. SEC.'S 10, 15 & 16, T.11 S., R. 21 E., M. D. B. & M.

Tax Rate Area
76-068 76-096
76-073 76-097
76-094 76-098
199-002

300-54



Agricultural Preserve
Certificate of Parcel Map Waiver No. 01-37, Doc. 15915, 2-4-08
Parcel Map No. 5988 - Bk. 41, Pg. 22
Parcel Map No. 5768 - Bk. 42, Pg. 11
Record of Survey - Bk. 43, Pgs. 56
Record of Survey - Bk. 51, Pgs. 82-88
Record of Survey - Bk. 53, Pg. 29

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

Assessor's Map Bk. 300 - Pg. 54
County of Fresno, Calif.

H 12-12-2018 BMV 196

EXHIBIT B

CERTIFICATE CONFIRMING OWNERSHIP OF LAND

This Certificate Confirming Ownership ("Certificate") is made by Locans Investments, LLC, (the "Landowner"), to and for the benefit of the County of Fresno (the "County") in connection with the County's proceedings for the proposed Annexation Territory No. 10A of Community Facilities District No. 2006-01 (Police Protection Services), County of Fresno (the "District"), for the public protest hearing, and for the landowner voting proceedings for the levy of the special tax that will finance the police protection services within the District, including the proposed annexation territory (collectively, the "Mello-Roos Proceedings"), all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing at section 53311) of the California Government Code, commonly known as the Mello-Roos Community Facilities Act of 1982 (collectively, the "Act") for a certain area of land described herein.

Landowner acknowledges that Landowner, together with other landowners, has entered into an Agreement, dated March 26, 2019, with the County ("Agreement") for the area of land shown and described in Exhibit "A" to this Certificate, attached hereto and incorporated herein by this reference ("Land"), and land owned by the other landowners, all described as being within the boundaries of the proposed annexation territory; and

Landowner acknowledges that, in the Agreement, Landowner represents, covenants, warrants and agrees that Landowner is the sole owner of the entire fee interest of all of the real property constituting the Land, including all rights, title and interest therein, and all land and improvements thereon and therein; and

Landowner acknowledges that, as the sole owner of all of the Land, Landowner has, under the Agreement, petitioned and requested the County Board of Supervisors to conduct the Mello-Roos Proceedings for the proposed annexation of territory to the District and to include all of the area of the Land within the District in order to provide for the ongoing financing for the continual provision of certain police protection services by the District (including the proposed annexation territory), within the area of the Land, as further stated in the Agreement; and

Landowner acknowledges that County needs to be assured that Landowner is the true and correct sole owner of all of the Land so that County may conduct the Mello-Roos Proceedings; and

Landowner acknowledges that all of such representations, covenants, warranties, agreements, petition and request of Landowner, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made by Landowner; and

Landowner acknowledges that the Agreement provides that, on the request of the County, the Landowner shall promptly execute and deliver to the County any agreements, instrument, documents, and information that the County deems necessary to successfully complete the Mello-Roos Proceedings, and related matters described in the Agreement; and

The following representations, covenants, warranties and agreements are made by Landowner in furtherance of the Agreement to and for the benefit of the County to assure the County that Landowner has been and is, by law and in fact, the legally authorized sole owner of all of the Land, and will be the legally authorized sole owner of all of the Land during County's conducting of the Mello-Roos Proceedings, and related matters.

Now therefore, Landowner makes the following representations, covenants, warranties and agreements to and for the benefit of the County:

1. The records of the County Assessor indicate that Locans Investments, LLC is the sole owner of all of the Land.
2. Landowner is the true and correct sole owner of all of the Land, and has been the true and correct sole owner of all of the Land at all times that Landowner held and holds such land.
3. To the best of the knowledge of Landowner, no other person or entity has made any claim or assertion challenging or contesting the representations made herein by Landowner.
4. This Certificate, if accepted by the County, does not estop or otherwise prohibit County from taking any other action concerning the Land, which is unrelated to the Mello-Roos Proceedings.

Each of the persons executing this Certificate for the Landowner is the duly authorized representative of such Landowner, and is fully authorized by the Landowner to legally bind the Landowner to this Certificate according to its terms and conditions, and to make all of the representations, covenants, warranties, and agreements provided herein.

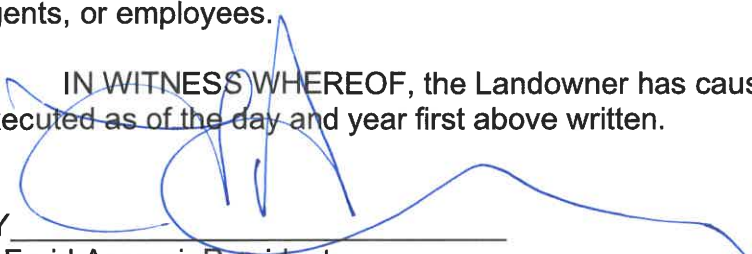
Each of the persons executing this Certificate for the Landowner declares that all of such representations, covenants, warranties, agreements are provided in this Certificate under penalty of perjury under the laws of the State of California, and that they all are true and correct of the knowledge of each of the persons executing this Certificate.

Landowner acknowledges that all of the representations, covenants, warranties, agreements provided in this Certificate, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made.

Landowner agrees to indemnify, save, hold harmless, and at County's request, defend the County, its officers, agents, employees, and County's tax consultant, from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to County, including its officers, agents, employees, and County's tax consultant, to the extent caused by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees, and from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to any person, firm, or corporation to the extent injured or damaged by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees.

IN WITNESS WHEREOF, the Landowner has caused this Certificate to be executed as of the day and year first above written.

BY



Farid Assemi, President
Locans Investments, LLC

Date

4/12/19

EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA SITE #10

I, HEREBY CERTIFY THAT THE MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

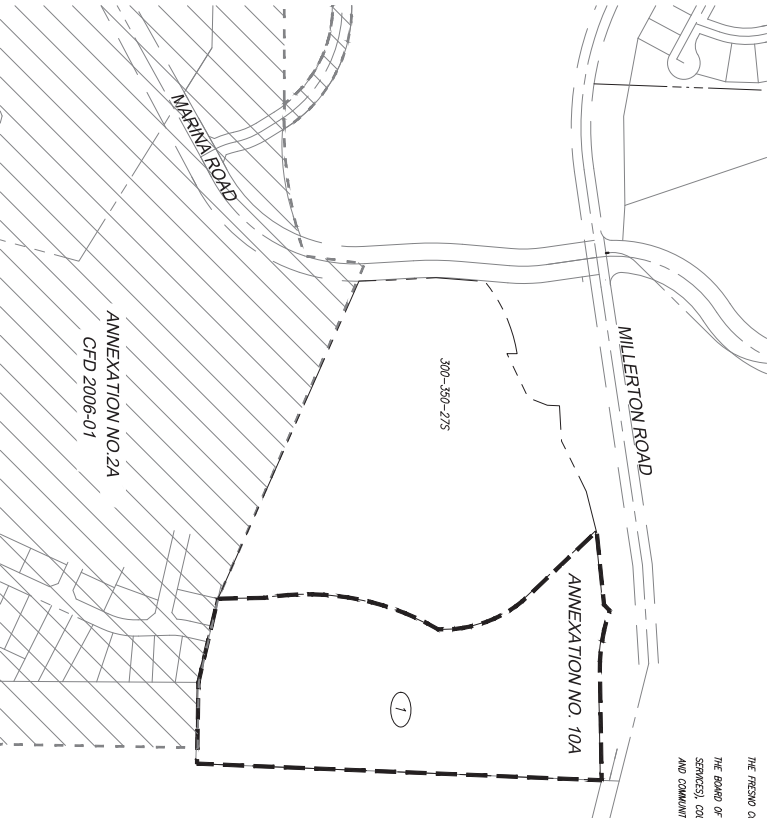
FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK ____ A.M. IN BOOK ____ AT PAGE(S) ____
MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

PAUL BORTS, CH
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

BY: _____
DEPUTY RECORDER FRESNO COUNTY RECORDER

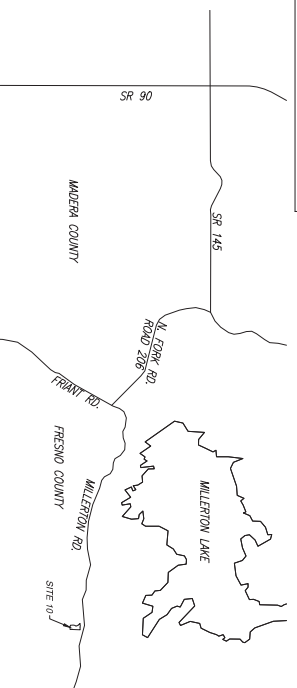
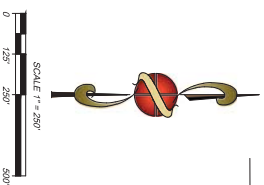
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.
THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.

THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA", WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 2006008943.



LEGEND	
OBJECT	DESCRIPTION
①	ASSESSMENT NUMBER
---	LOT LINES
---	EDGE OF RIGHT-OF-WAY
---	CENTER LINE
---	APN LINES
---	PROPOSED ANNEXATION TO CTD NO. 2006-01
---	EXISTING CTD NO. 2006-01

ASST.	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-350-285	10	-



VICINITY MAP
NOT TO SCALE

EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA SITE #11

I, HEREBY CERTIFY THAT THE MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK, ____ A.M. IN BOOK ____ AT PAGE(S) ____
MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

PAUL BORTS, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

BY: _____
DEPUTY RECORDER

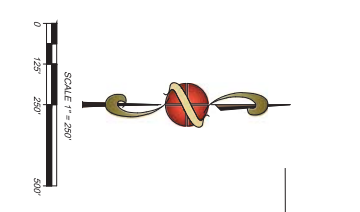
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.

THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.

THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA," WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 2006008943.

LEGEND	
OBJECT	DESCRIPTION
	ASSESSMENT NUMBER
	LOT LINES
	EDGE OF RIGHT-OF-WAY
	CENTER LINE
	APU LIMITS
	PROPOSED ANNEXATION TO GTO NO. 2006-01
	EXISTING GTO NO. 2006-01

ASSMT.	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-546-555 (PARTIAL)	11	-



VICINITY MAP
NOT TO SCALE

PROJECT TITLE: MILLERTON SPECIFIC PLAN		PRECISION CIVIL ENGINEERING, INC. PLANNING ■ SURVEYING ■ CIVIL ENGINEERING 1234 O STREET, FRESNO, CALIFORNIA 93721 TEL: 559-449-4500 FAX: 559-449-4515 WWW.PRECISIONENG.NET
SHEET DESCRIPTION: ANNEXATION MAP NO. 10A SITE 11		
CITY OF: FRESNO	COUNTY OF: FRESNO	
PREPARED FOR: ASSEMI GROUP FRESNO, CA 93711 1396 W. HERDON SUITE 110 (559) 440-8308		
REVISIONS		
DRAWN BY: RA CHECKED BY: DY DATE: 3/29/19		
SHEET NUMBER: 11 OF 15 JOB NUMBER: 19-046		

EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA SITE #12

I, HEREBY CERTIFY THAT THE MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ AT PAGE(S) ____.

MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

PAUL BORTS, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

BY: _____
DEPUTY RECORDER

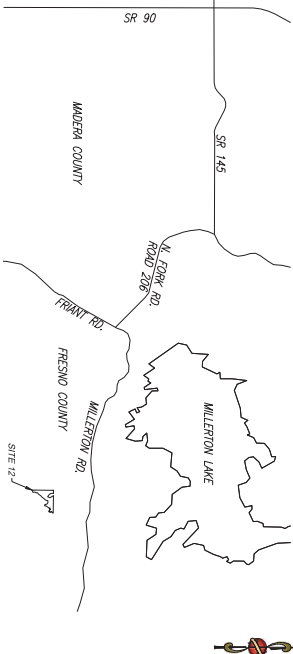
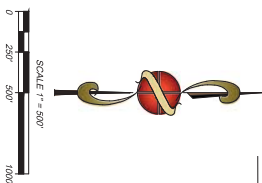
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.

THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.

THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA," WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 2006008943.

LEGEND	
OBJECT	DESCRIPTION
①	ASSESSMENT NUMBER
---	LOT LINES
---	CENTER LINE
---	APN LINES
---	PROPOSED ANNEXATION TO CDD NO. 2006-01
---	EXISTING ANNEXATION CDD NO. 2006-01

ASSMT.	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-542-02	12	-
2	300-542-32	12	-
3	300-542-33	12	-



VICINITY MAP
NOT TO SCALE

PREPARED FOR:

ASSEMI GROUP
FRESNO, CA 93711
1396 W. HERDON SUITE 110
(559) 440-8308

REVISIONS

DRAWN BY: RA
CHECKED BY: DY
DATE: 3/29/19

SHEET NUMBER
12 OF 15

JOB NUMBER
19-046

PROJECT TITLE:
MILLERTON SPECIFIC PLAN

SHEET DESCRIPTION:
ANNEXATION MAP NO. 10A SITE 12

CITY OF:

COUNTY OF:
FRESNO

PRECISION
CIVIL ENGINEERING, INC.
PLANNING ■ SURVEYING ■ CIVIL ENGINEERING
1234 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559-449-4500 FAX: 559-449-4515
WWW.PRECISIONENG.NET

EXHIBIT A (SITE 10)

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

PARCEL B:

A PORTION OF PARCELS 12 AND 13 OF PARCEL MAP NO. 5349, RECORDED IN BOOK 34 PAGES 19 AND 20 OF PARCEL MAPS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 13; THENCE ALONG THE NORTH LINE OF PARCEL 13 THE FOLLOWING COURSES: NORTH $81^{\circ} 46' 53''$ EAST, 105.43 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4702.75 FEET, A CENTRAL ANGLE OF $6^{\circ} 07' 30''$ AND AN ARC LENGTH OF 502.73 FEET; THENCE NORTH $75^{\circ} 39' 23''$ EAST, 189.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $41^{\circ} 59' 11''$ EAST, 409.72 FEET AND LEAVING SAID NORTH LINE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF $69^{\circ} 35' 16''$ AND AN ARC LENGTH OF 364.36 FEET; THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF $40^{\circ} 46' 43''$ AND AN ARC LENGTH OF 523.11 FEET; THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF $26^{\circ} 10' 58''$ AND AN ARC LENGTH OF 137.09 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 12; THENCE SOUTH $76^{\circ} 52' 19''$ EAST, 291.28 FEET ALONG THE SOUTH LINE OF PARCEL 12; THENCE SOUTH $88^{\circ} 04' 56''$ EAST, 250.24 FEET TO THE SOUTHEAST CORNER OF PARCEL 12; THENCE NORTH $2^{\circ} 22' 34''$ EAST, 1272.83 FEET TO THE NORTHEAST CORNER OF PARCEL 12; THENCE ALONG THE NORTH LINE OF PARCELS 12 AND 13 THE FOLLOWING COURSES: NORTH $75^{\circ} 52' 38''$ WEST, 378.90 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 955.59 FEET, A CENTRAL ANGLE OF $19^{\circ} 41' 20''$ AND AN ARC LENGTH OF 328.38 FEET TO THE NORTHWEST CORNER OF PARCEL 12; THENCE CONTINUING WESTERLY ALONG SAID 955.59 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF $8^{\circ} 46' 39''$ AND AN ARC LENGTH OF 146.39 FEET; THENCE SOUTH $75^{\circ} 39' 23''$ WEST, 2.12 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN BOOK 5832, PAGE 371 OF OFFICIAL RECORDS, DOCUMENT NO. 76311.

APN: 300-350-28S

EXHIBIT A (SITE 11)

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:

PARCEL B OF LOT LINE ADJUSTMENT PLA NO. 17-15 AS APPROVED BY THE COUNTY OF FRESNO AND AS SET FORTH AS "PARCEL B" IN THAT CERTAIN GRANT DEED RECORDED NOVEMBER 9, 2018 AS DOCUMENT NO. 2018-0136721, FRESNO COUNTY RECORDS, AND AS PER THAT CERTAIN "CERTIFICATE OF COMPLIANCE PLA NO. 17 15(A)" RECORDED NOVEMBER 21, 2018 AS DOCUMENT NO. 2018-0140766, FRESNO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

COMMENCING AT: THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 21 EAST; SAID POINT ALSO BEING THE NORTHWEST CORNER OF PARCEL 8 OF PARCEL MAP NO. 5768, RECORDED IN BOOK 42, AT PAGE 11, FRESNO COUNTY RECORDS

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 SOUTH 00°33'18" WEST, A DISTANCE OF 1273.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 80°08'35" EAST, A DISTANCE OF 587.98 FEET; THENCE NORTH 88°30'13" EAST, A DISTANCE OF 206.18 FEET; THENCE SOUTH 68°45'04 EAST, A DISTANCE OF 51.98 FEET; THENCE SOUTH 46°00'21"EAST, A DISTANCE OF 91.22 FEET; THENCE SOUTH 34°45'34" EAST, A DISTANCE OF 193.97 FEET; TO A POINT ON THE NORTH LINE OF LOT 6 OF SAID TRACT 5768; THENCE ALONG SAID NORTH LINE NORTH 76°19'09"EAST, A DISTANCE OF 288.47 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 32°03'11" WEST, A DISTANCE OF 1054.47 FEET; THENCE SOUTH 62°22'46" EAST, A DISTANCE OF 839.49 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 15; THENCE NORTH 00°33'18" EAST, A DISTANCE OF 1350.27 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN BOOK 5832, PAGE 371 OF OFFICIAL RECORDS, DOCUMENT NO. 76311.

APN: 300-542-55S (new, not yet assessed) Being 300-542-15S and a portion of 300-542-14S

EXHIBIT A (SITE 12)

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

Tract II:

Portions of Section 15 and Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, being more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 16; thence

- 1) South 88° 20' 25" East, along the North line of said Northeast quarter, a distance of 1,509.93 feet to the Northwest corner of that Parcel of land described in Document No. 2006-0143583, Official Records of Fresno County; thence along the Westerly boundary of said Parcel following subsequent courses and distances
- 2) South 21° 41' 28" West, a distance of 670.08 feet;
- 3) South 35° 31' 20" East, a distance of 830.19 feet; thence
- 4) South 40° 21' 32" East, a distance of 60.00 feet; thence
- 5) North 49° 38' 28" East, a distance of 27.92 feet; thence
- 6) South 14° 49' 50" East, a distance of 871.78 feet; thence
- 7) South 31° 36' 17" East, a distance of 489.62 feet; thence
- 8) North 45° 31' 54" East, a distance of 531.57 feet to the East line of said Northeast quarter of Section 16; thence
- 9) South 01° 13' 22" West, along said East line, a distance of 439.13 feet to the Northwest corner of the Southwest quarter of said Section 15; thence
- 10) South 88° 13' 13" East, along the North line of said Southwest quarter, a distance of 755.75 feet to the centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances
- 11) South 19° 56' 46" West, a distance of 72.49 feet; thence
- 12) North 85° 00' 30" West, a distance of 64.24 feet; thence
- 13) South 31° 16' 41" West, a distance of 173.07 feet; thence
- 14) South 07° 32' 49" West, a distance of 30.34 feet; thence
- 15) South 60° 14' 25" East, a distance of 15.12 feet; thence
- 16) North 51° 58' 21" East, a distance of 50.64 feet; thence
- 17) South 68° 02' 55" East, a distance of 20.01 feet; thence
- 18) South 08° 04' 11" East, a distance of 109.28 feet; thence
- 19) South 42° 12' 02" West, a distance of 12.77 feet; thence
- 20) North 87° 31' 46" West, a distance of 32.39 feet; thence

- 21) South 37° 15' 35" West, a distance of 11.40 feet; thence
- 22) South 17° 57' 04" East, a distance of 71.26 feet; thence
- 23) South 03° 52' 53" West, a distance of 37.55 feet; thence
- 24) South 37° 58' 25" West, a distance of 77.17 feet; thence
- 25) South 58° 06' 28" West, a distance of 52.04 feet; thence
- 26) North 55° 36' 08" West, a distance of 24.13 feet; thence
- 27) North 10° 41' 15" East, a distance of 88.28 feet; thence
- 28) North 35° 44' 47" West, a distance of 13.78 feet; thence
- 29) North 82° 10' 48" West, a distance of 56.38 feet; thence
- 30) South 70° 01' 31" West, a distance of 25.44 feet; thence
- 31) South 02° 10' 27" East, a distance of 47.81 feet; thence
- 32) South 87° 49' 33" West, a distance of 23.35 feet; thence
- 33) North 25° 34' 05" West, a distance of 33.23 feet; thence
- 34) North 45° 05' 04" West, a distance of 87.86 feet; thence
- 35) North 21° 03' 30" West, a distance of 82.48 feet; thence
- 36) South 66° 29' 29" West, a distance of 48.38 feet; thence
- 37) North 27° 08' 46" West, a distance of 61.63 feet; thence
- 38) South 54° 42' 00" West, a distance of 49.76 feet; thence
- 39) North 80° 26' 10" West, a distance of 123.11 feet; thence
- 40) South 62° 09' 18" West, a distance of 30.53 feet; thence
- 41) South 02° 44' 45" West, a distance of 47.97 feet; thence
- 42) South 41° 03' 28" East, a distance of 73.48 feet; thence
- 43) South 24° 09' 27" West, a distance of 53.77 feet; thence
- 44) South 75° 42' 11" West, a distance of 52.74 feet; thence
- 45) South 35° 36' 50" West, a distance of 206.11 feet to a point on the West line of said Southwest quarter of Section 15, said point being a distance of 721.70 feet Southerly of said Northwest corner of the Southwest quarter, thence leaving said West line and continuing along said centerline of White Fox Creek.
- 46) South 35° 36' 50" West, a distance of 172.00 feet; thence leaving said centerline
- 47) South 02° 29' 55" West, a distance of 186.99 feet to the Northeasterly corner of that Parcel of land described in Document No. 2002-0037453, Official Records of Fresno County, thence along the Northwesterly boundary of a said Parcel following the subsequent courses and distances
- 48) North 83° 40' 49" West, a distance of 195.90 feet, thence
- 49) North 06° 19' 11" East, a distance of 52.82 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 300.00 feet, thence along said curve

- 50) Northwesterly, through a central angle of $106^{\circ} 50' 52''$, an arc distance of 559.45 feet, thence
- 51) North $86^{\circ} 42' 28''$ West, 69.89 feet, thence
- 52) South $41^{\circ} 22' 04''$ West, 69.43 feet, thence
- 53) South $09^{\circ} 21' 54''$ West, a distance of 192.94 feet, thence
- 54) South $39^{\circ} 01' 45''$ West, a distance of 684.84 feet, thence
- 55) South $57^{\circ} 43' 24''$ West, a distance of 122.18 feet, thence
- 56) South $34^{\circ} 20' 50''$ West, a distance of 399.53 feet, thence
- 57) South $56^{\circ} 48' 34''$ West, a distance of 179.21 feet, thence
- 58) South $22^{\circ} 15' 42''$ West, a distance of 118.88 feet, thence
- 59) South $34^{\circ} 05' 12''$ East, a distance of 60.87 feet, thence leaving said Northwesterly boundary
- 60) South $38^{\circ} 49' 04''$ West, a distance of 106.13 feet, returning to said centerline of White Fox Creek, thence along said centerline following the subsequent courses and distances
- 61) South $10^{\circ} 05' 17''$ West, a distance of 146.41 feet, thence
- 62) South $12^{\circ} 27' 46''$ East, a distance of 128.54 feet, thence
- 63) South $20^{\circ} 18' 39''$ West, a distance of 86.52 feet, thence
- 64) South $71^{\circ} 09' 21''$ West, a distance of 160.16 feet, thence
- 65) South $57^{\circ} 24' 44''$ West, a distance of 39.40 feet to the South line of the Southeast quarter of said Section 16; thence
- 66) North $88^{\circ} 48' 08''$ West, along said South line, a distance of 70.53 feet to the Southwest corner of the East half of the West half of said Southeast quarter, thence
- 67) North $01^{\circ} 09' 59''$ East, along the West line of said East half, a distance of 988.87 feet to the most Southwesterly corner of that Parcel of land described in Document No. 2002-0037456, Official Records of Fresno County, thence along the Easterly boundary of said Parcel following the subsequent courses and distances:
- 68) South $88^{\circ} 17' 13''$ East, a distance of 172.04 feet, thence
- 69) North $50^{\circ} 29' 02''$ East, a distance of 229.77 feet, thence
- 70) North $37^{\circ} 55' 01''$ East, a distance of 582.64 feet, thence
- 71) North $44^{\circ} 57' 55''$ East, a distance of 366.25 feet, thence
- 72) South $60^{\circ} 57' 51''$ East, a distance of 178.34 feet, thence
- 73) North $21^{\circ} 17' 26''$ East, a distance of 578.19 feet, thence
- 74) North $36^{\circ} 13' 26''$ West, a distance of 681.91 feet, thence
- 75) North $00^{\circ} 55' 14''$ West, a distance of 634.33 feet, thence
- 76) North $35^{\circ} 39' 41''$ West, a distance of 126.89 feet, thence
- 77) North $49^{\circ} 38' 17''$ East, a distance of 67.61 feet, thence

78) North 40° 21' 43" West, a distance of 119.90 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 360.00 feet, thence along said curve

79) Northwesterly, through a central angle of 16° 11' 26", an arc distance of 101.73 feet, thence

80) North 06° 09' 27" West, a distance of 306.42 feet, thence

81) North 88° 20' 01" West, a distance of 298.19 feet, thence

82) South 45° 06' 32" West, a distance of 167.09 feet, thence

83) North 88° 57' 00" West, a distance of 84.95 feet, thence

84) South 03° 16' 52" West, a distance of 127.97 feet, thence

85) South 06° 39' 54" East, a distance of 61.17 feet, thence

86) South 02° 53' 11" West, a distance of 363.84 feet, thence

87) North 63° 00' 46" East, a distance of 442.99 feet, thence

88) South 35° 42' 32" East, a distance of 146.77 feet, thence

89) South 39° 24' 48" West, a distance of 98.07 feet, thence

90) South 53° 32' 51" West, a distance of 704.59 feet, thence

91) South 01° 09' 59" West, 397.31 feet to the Northwest corner of said East half; thence

92) North 88° 34' 23" West, along the South line of said Northeast quarter of Section 16, a distance of 613.41 feet to the Southeasterly corner of that Parcel of land described in Document No. 2002-0037457, Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances:

93) North 20° 25' 28" East, a distance of 413.22 feet, thence

94) North 14° 51' 32" East, a distance of 626.05 feet, thence

95) North 36° 58' 51" East, a distance of 273.76 feet, thence

96) South 76° 43' 35" East, a distance of 83.61 feet, thence

97) North 11° 58' 51" East, a distance of 745.82 feet, thence

98) North 48° 42' 42" West, a distance of 398.99 feet, thence

99) North 74° 41' 00" West, a distance of 139.69 feet, thence

100) South 29° 28' 42" West, a distance

101) North 01° 08' 39" East, along the West line of said Northeast quarter, a distance of 940.87 feet to the point of beginning.

This legal is made pursuant to that certain Certificate of Compliance recorded August 22, 2008 as Instrument No. 2008-0120599 of Official Records.

Together with that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East a distance of 397.31 feet; thence North 53° 08'

19" East, a distance of 704.59 feet; thence North 39° 00' 16" East, a distance of 98.07 feet; thence North 36° 07' 04" West, a distance of 146.77 feet; thence South 62° 36' 14" West, a distance of 442.99 feet; thence North 02° 28' 39" East, a distance of 363.84 feet; thence North 07° 04' 26" West, a distance of 61.17 feet; thence North 02° 52' 20" East, a distance of 127.97 feet; thence South 89° 21' 32" East, a distance of 84.95 feet; thence North 44° 42' 00" East, a distance of 167.09 feet; thence South 88° 44' 33" East, a distance of 298.19 feet; thence South 06° 33' 59" East, a distance of 306.42 feet to a point on a non-tangent curve, concave to the Southwest, with a radius of 360.00 feet (the radial to said point bears North 33° 02' 19" East); thence Southeasterly along said curve, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence South 40° 46' 15" East, a distance of 119.90 feet; thence South 49° 13' 45" West, a distance of 67.61 feet; thence South 36° 04' 13" East, a distance of 126.89 feet; thence South 01° 19' 46" East, a distance of 634.33 feet; thence South 36° 37' 58" East, a distance of 681.91 feet; thence South 20° 52' 54" West, a distance of 578.18 feet; thence North 61° 22' 23" West, a distance of 178.34 feet; thence South 44° 33' 23" West, a distance of 366.25 feet; thence South 37° 30' 29" West, a distance of 582.64 feet; thence South 50° 04' 30" West, a distance of 229.77 feet; thence North 88° 41' 45" West, a distance of 172.04 feet to a point on the West line of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, along said West line of the East half of the West half of the Southeast quarter of Section 16, a distance of 1,637.46 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof described as follows:

Commencing at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 69° 57' 24" East, a distance of 446.22 feet to the true point of beginning of this description; thence South 64° 45' 59" East, a distance of 249.90 feet; thence South 36° 37' 58" East, a distance of 511.79 feet; thence South 20° 52' 54" West, a distance of 305.34 feet; thence North 61° 22' 23" West, a distance of 198.44 feet to the point of curvature of a curve, concave to the Northeast, with a radius of 560.00 feet; thence Northwesterly and Northeasterly along said curve, through a central angle 84° 03' 01", an arc distance of 821.49 feet to the true point of beginning.

EXCEPTING THEREFROM that portion lying North of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

This legal description is made pursuant to that certain Certificate Approving a Lot Line Adjustment, Certificate No. 12-18 shown as Parcel C, recorded May 24, 2013, as Instrument No.13-75084 of Official Records.

APN: 300-542-32
300-542-33
300-542-52



OLD REPUBLIC
TITLE COMPANY

EXHIBIT B

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

PRELIMINARY REPORT

ASHLAN & HAYES, INC
1396 W. HERNDON AVENUE
FRESNO, CA 93711

First Amended Report

Our Order Number 1411014270A-DB

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Group 4, Friant, CA 93626
[Unincorporated area of Fresno County]

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

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

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

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

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

Dated as of March 8, 2019, at 8:00 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

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:

An Easement as to Parcels Three and Four of Tract IV; and Fee as to the remainder

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

Tract I:

Ashlan & Hayes Investments, LLC, a California limited liability company

Tract II:

Locans Investments, LLC, a California limited liability company

Tract III:

Millerton Investments, LLA, a California limited liability company

Tract IV:

Grantor Real Estate Investments, 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:

Tract I:

PARCEL 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE NORTH 00° 45' 27" EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16, A DISTANCE OF 561.69 FEET; THENCE SOUTH 89° 14' 33" EAST A DISTANCE OF 304.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 21° 51' 10" EAST A DISTANCE OF 118.88 FEET; THENCE NORTH 56° 24' 02" EAST A DISTANCE OF 179.21 FEET; THENCE NORTH 33° 56' 18" EAST A DISTANCE OF 399.53 FEET; THENCE NORTH 57° 18' 52" EAST A DISTANCE OF 122.18 FEET; THENCE NORTH 38° 37' 13" EAST A DISTANCE OF 684.84 FEET; THENCE NORTH 08° 57' 22" EAST A DISTANCE OF 31.86 FEET; THENCE SOUTH 61° 22' 23" EAST A DISTANCE OF 126.23 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 900.00 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 42' 58", AN ARC DISTANCE OF 356.82 FEET; THENCE SOUTH 84° 05' 21" EAST A DISTANCE OF 237.09

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

FEET; THENCE SOUTH 05° 54' 39" WEST A DISTANCE OF 175.72 FEET; THENCE SOUTH 61° 58' 27" WEST A DISTANCE OF 250.16 FEET; THENCE SOUTH 76° 17' 09" WEST A DISTANCE OF 95.71 FEET; THENCE SOUTH 18° 26' 44" WEST A DISTANCE OF 88.84 FEET; THENCE SOUTH 65° 36' 00" WEST A DISTANCE OF 167.40 FEET; THENCE NORTH 85° 38' 04" WEST A DISTANCE OF 156.14 FEET; THENCE SOUTH 40° 46' 52" WEST DISTANCE OF 124.15 FEET; THENCE SOUTH 51° 22' 50" WEST A DISTANCE OF 146.37 FEET; THENCE NORTH 77° 07' 28" WEST A DISTANCE OF 219.61 FEET; THENCE SOUTH 39° 42' 59" WEST A DISTANCE OF 156.83 FEET; THENCE SOUTH 06° 13' 47" EAST A DISTANCE OF 62.96 FEET; THENCE SOUTH 53° 59' 22" WEST A DISTANCE OF 77.43 FEET; THENCE SOUTH 47° 32' 43" WEST A DISTANCE OF 258.78 FEET; THENCE SOUTH 71° 13' 52" WEST A DISTANCE OF 121.62 FEET, THENCE NORTH 88° 09' 34" WEST A DISTANCE OF 62.73 FEET, THENCE NORTH 34° 29' 44" WEST A DISTANCE OF 60.87 FEET TO THE TRUE POINT OF BEGINNING.

APN: 300-542-39
300-542-40

PARCEL 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE NORTH 00° 45' 27" EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16, A DISTANCE OF 561.69 FEET; THENCE SOUTH 89° 14' 33" EAST A DISTANCE OF 304.27 FEET, THENCE NORTH 21° 51' 10" EAST A DISTANCE OF 118.88 FEET; THENCE NORTH 56° 24' 02" EAST A DISTANCE OF 179.21 FEET; THENCE NORTH 33° 56' 18" EAST A DISTANCE OF 399.53 FEET; THENCE NORTH 57° 18' 52" EAST A DISTANCE OF 122.18 FEET; THENCE NORTH 38° 37' 13" EAST A DISTANCE OF 684.84 FEET; THENCE NORTH 08° 57' 22" EAST A DISTANCE OF 31.86 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 08° 57' 22" EAST A DISTANCE OF 161.08 FEET; THENCE NORTH 40° 57' 32" EAST A DISTANCE OF 69.43 FEET; THENCE SOUTH 87° 07' 00" EAST A DISTANCE OF 69.89 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 300.00 FEET (THE RADIAL TO SAID POINT BEARS NORTH 10° 56' 13" WEST), THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 106° 50' 52", AN ARC DISTANCE OF 559.45 FEET; THENCE SOUTH 05° 54' 39" WEST A DISTANCE OF 52.82 FEET, THENCE NORTH 84° 05' 21" WEST A DISTANCE OF 41.19 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 900.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 42' 58", AN ARC DISTANCE OF 356.82 FEET; THENCE NORTH 61° 22' 23" WEST A DISTANCE OF 126.23 FEET TO THE TRUE POINT OF BEGINNING.

APN: 300-542-41

PARCEL 3:

THAT PORTION OF THE EAST HALF OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE NORTH 69° 57' 24" EAST A DISTANCE OF 446.22 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 64° 45' 59" EAST, A DISTANCE OF 249.90 FEET; THENCE SOUTH 36° 37' 58" EAST A DISTANCE OF 511.79 FEET; THENCE SOUTH 20° 52' 54" WEST, A DISTANCE OF 305.34 FEET; THENCE NORTH 61° 22' 23" WEST, A DISTANCE OF 198.44 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 560.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE 84° 03' 01", AN ARC DISTANCE OF 821.49 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING NORTH OF SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, CERTIFICATE NO. 12-18, RECORDED MAY 24, 2013, AS [INSTRUMENT NO. 2013-0075084 OF OFFICIAL RECORDS](#).

APN: 300-542-48

Tract II:

Portions of Section 15 and Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, being more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 16; thence

- 1) South 88° 20' 25" East, along the North line of said Northeast quarter, a distance of 1,509.93 feet to the Northwest corner of that Parcel of land described in Document No. 2006-0143583, Official Records of Fresno County; thence along the Westerly boundary of said Parcel following subsequent courses and distances
- 2) South 21° 41' 28" West, a distance of 670.08 feet;
- 3) South 35° 31' 20" East, a distance of 830.19 feet; thence
- 4) South 40° 21' 32" East, a distance of 60.00 feet; thence
- 5) North 49° 38' 28" East, a distance of 27.92 feet; thence

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 6) South 14° 49' 50" East, a distance of 871.78 feet; thence
- 7) South 31° 36' 17" East, a distance of 489.62 feet; thence
- 8) North 45° 31' 54" East, a distance of 531.57 feet to the East line of said Northeast quarter of Section 16; thence
- 9) South 01° 13' 22" West, along said East line, a distance of 439.13 feet to the Northwest corner of the Southwest quarter of said Section 15; thence
- 10) South 88° 13' 13" East, along the North line of said Southwest quarter, a distance of 755.75 feet to the centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances
- 11) South 19° 56' 46" West, a distance of 72.49 feet; thence
- 12) North 85° 00' 30" West, a distance of 64.24 feet; thence
- 13) South 31° 16' 41" West, a distance of 173.07 feet; thence
- 14) South 07° 32' 49" West, a distance of 30.34 feet; thence
- 15) South 60° 14' 25" East, a distance of 15.12 feet; thence
- 16) North 51° 58' 21" East, a distance of 50.64 feet; thence
- 17) South 68° 02' 55" East, a distance of 20.01 feet; thence
- 18) South 08° 04' 11" East, a distance of 109.28 feet; thence
- 19) South 42° 12' 02" West, a distance of 12.77 feet; thence
- 20) North 87° 31' 46" West, a distance of 32.39 feet; thence
- 21) South 37° 15' 35" West, a distance of 11.40 feet; thence
- 22) South 17° 57' 04" East, a distance of 71.26 feet; thence
- 23) South 03° 52' 53" West, a distance of 37.55 feet; thence
- 24) South 37° 58' 25" West, a distance of 77.17 feet; thence
- 25) South 58° 06' 28" West, a distance of 52.04 feet; thence
- 26) North 55° 36' 08" West, a distance of 24.13 feet; thence
- 27) North 10° 41' 15" East, a distance of 88.28 feet; thence

- 28) North 35° 44' 47" West, a distance of 13.78 feet; thence
- 29) North 82° 10' 48" West, a distance of 56.38 feet; thence
- 30) South 70° 01' 31" West, a distance of 25.44 feet; thence
- 31) South 02° 10' 27" East, a distance of 47.81 feet; thence
- 32) South 87° 49' 33" West, a distance of 23.35 feet; thence
- 33) North 25° 34' 05" West, a distance of 33.23 feet; thence
- 34) North 45° 05' 04" West, a distance of 87.86 feet; thence
- 35) North 21° 03' 30" West, a distance of 82.48 feet; thence
- 36) South 66° 29' 29" West, a distance of 48.38 feet; thence
- 37) North 27° 08' 46" West, a distance of 61.63 feet; thence
- 38) South 54° 42' 00" West, a distance of 49.76 feet; thence
- 39) North 80° 26' 10" West, a distance of 123.11 feet; thence
- 40) South 62° 09' 18" West, a distance of 30.53 feet; thence
- 41) South 02° 44' 45" West, a distance of 47.97 feet; thence
- 42) South 41° 03' 28" East, a distance of 73.48 feet; thence
- 43) South 24° 09' 27" West, a distance of 53.77 feet; thence
- 44) South 75° 42' 11" West, a distance of 52.74 feet; thence
- 45) South 35° 36' 50" West, a distance of 206.11 feet to a point on the West line of said Southwest quarter of Section 15, said point being a distance of 721.70 feet Southerly of said Northwest corner of the Southwest quarter, thence leaving said West line and continuing along said centerline of White Fox Creek.
- 46) South 35° 36' 50" West, a distance of 172.00 feet, thence leaving said centerline
- 47) South 02° 29' 55" West, a distance of 186.99 feet to the Northeasterly corner of that Parcel of land described in Document No. [2002-0037453](#), Official Records of Fresno County, thence along the Northwesterly boundary of a said Parcel following the subsequent courses and distances
- 48) North 83° 40' 49" West, a distance of 195.90 feet, thence
- 49) North 06° 19' 11" East, a distance of 52.82 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 300.00 feet, thence along said curve

- 50) Northwesterly, through a central angle of 106° 50' 52", an arc distance of 559.45 feet, thence
- 51) North 86° 42' 28" West, 69.89 feet, thence
- 52) South 41° 22' 04" West, 69.43 feet, thence
- 53) South 09° 21' 54" West, a distance of 192.94 feet, thence
- 54) South 39° 01' 45" West, a distance of 684.84 feet, thence
- 55) South 57° 43' 24" West, a distance of 122.18 feet, thence
- 56) South 34° 20' 50" West, a distance of 399.53 feet, thence
- 57) South 56° 48' 34" West, a distance of 179.21 feet, thence
- 58) South 22° 15' 42" West, a distance of 118.88 feet, thence
- 59) South 34° 05' 12" East, a distance of 60.87 feet, thence leaving said Northwesterly boundary
- 60) South 38° 49' 04" West, a distance of 106.13 feet, returning to said centerline of White Fox Creek, thence along said centerline following the subsequent courses and distances
- 61) South 10° 05' 17" West, a distance of 146.41 feet, thence
- 62) South 12° 27' 46" East, a distance of 128.54 feet, thence
- 63) South 20° 18' 39" West, a distance of 86.52 feet, thence
- 64) South 71° 09' 21" West, a distance of 160.16 feet, thence
- 65) South 57° 24' 44" West, a distance of 39.40 feet to the South line of the Southeast quarter of said Section 16; thence
- 66) North 88° 48' 08" West, along said South line, a distance of 70.53 feet to the Southwest corner of the East half of the West half of said Southeast quarter, thence
- 67) North 01° 09' 59" East, along the West line of said East half, a distance of 988.87 feet to the most Southwesterly corner of that Parcel of land described in Document No. [2002-0037456](#), Official Records of Fresno County, thence along the Easterly boundary of said Parcel following the subsequent courses and distances:
- 68) South 88° 17' 13" East, a distance of 172.04 feet, thence
- 69) North 50° 29' 02" East, a distance of 229.77 feet, thence
- 70) North 37° 55' 01" East, a distance of 582.64 feet, thence

- 71) North 44° 57' 55" East, a distance of 366.25 feet, thence
- 72) South 60° 57' 51" East, a distance of 178.34 feet, thence
- 73) North 21° 17' 26" East, a distance of 578.19 feet, thence
- 74) North 36° 13' 26" West, a distance of 681.91 feet, thence
- 75) North 00° 55' 14" West, a distance of 634.33 feet, thence
- 76) North 35° 39' 41" West, a distance of 126.89 feet, thence
- 77) North 49° 38' 17" East, a distance of 67.61 feet, thence
- 78) North 40° 21' 43" West, a distance of 119.90 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 360.00 feet, thence along said curve
- 79) Northwesterly, through a central angle of 16° 11' 26", an arc distance of 101.73 feet, thence
- 80) North 06° 09' 27" West, a distance of 306.42 feet, thence
- 81) North 88° 20' 01' West, a distance of 298.19 feet, thence
- 82) South 45° 06' 32" West, a distance of 167.09 feet, thence
- 83) North 88° 57' 00' West, a distance of 84.95 feet, thence
- 84) South 03° 16' 52" West, a distance of 127.97 feet, thence
- 85) South 06° 39' 54" East, a distance of 61.17 feet, thence
- 86) South 02° 53' 11" West, a distance of 363.84 feet, thence
- 87) North 63° 00' 46" East, a distance of 442.99 feet, thence
- 88) South 35° 42' 32" East, a distance of 146.77 feet, thence
- 89) South 39° 24' 48" West, a distance of 98.07 feet, thence
- 90) South 53° 32' 51" West, a distance of 704.59 feet, thence
- 91) South 01° 09' 59" West, 397.31 feet to the Northwest corner of said East half; thence
- 92) North 88° 34' 23" West, along the South line of said Northeast quarter of Section 16, a distance of 613.41 feet to the Southeasterly corner of that Parcel of land described in Document No. [2002-0037457](#), Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances:
- 93) North 20° 25' 28" East, a distance of 413.22 feet, thence

- 94) North 14° 51' 32" East, a distance of 626.05 feet, thence
- 95) North 36° 58' 51" East, a distance of 273.76 feet, thence
- 96) South 76° 43' 35" East, a distance of 83.61 feet, thence
- 97) North 11° 58' 51" East, a distance of 745.82 feet, thence
- 98) North 48° 42' 42" West, a distance of 398.99 feet, thence
- 99) North 74° 41' 00" West, a distance of 139.69 feet, thence
- 100) South 29° 28' 42" West, a distance of 611.16 feet to the West line of said Northeast quarter of Section 16; thence
- 101) North 01° 08' 39" East, along the West line of said Northeast quarter, a distance of 940.87 feet to the point of beginning.

This legal is made pursuant to that certain Certificate of Compliance recorded August 22, 2008 as Instrument No. [2008-0120599](#) of Official Records.

Together with that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East a distance of 397.31 feet; thence North 53° 08' 19" East, a distance of 704.59 feet; thence North 39° 00' 16" East, a distance of 98.07 feet; thence North 36° 07' 04" West, a distance of 146.77 feet; thence South 62° 36' 14" West, a distance of 442.99 feet; thence North 02° 28' 39" East, a distance of 363.84 feet; thence North 07° 04' 26" West, a distance of 61.17 feet; thence North 02° 52' 20" East, a distance of 127.97 feet; thence South 89° 21' 32" East, a distance of 84.95 feet; thence North 44° 42' 00" East, a distance of 167.09 feet; thence South 88° 44' 33" East, a distance of 298.19 feet; thence South 06° 33' 59" East, a distance of 306.42 feet to a point on a non-tangent curve, concave to the Southwest, with a radius of 360.00 feet (the radial to said point bears North 33° 02' 19" East); thence Southeasterly along said curve, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence South 40° 46' 15" East, a distance of 119.90 feet; thence South 49° 13' 45" West, a distance of 67.61 feet; thence South 36° 04' 13" East, a distance of 126.89 feet; thence South 01° 19' 46" East, a distance of 634.33 feet; thence South 36° 37' 58" East, a distance of 681.91 feet; thence South 20° 52' 54" West, a distance of 578.18 feet; thence North 61° 22' 23" West, a distance of 178.34 feet; thence South 44° 33' 23" West, a distance of 366.25 feet; thence South 37° 30' 29" West, a distance of 582.64 feet; thence South 50° 04' 30" West, a distance of 229.77 feet; thence North 88° 41' 45" West, a distance of 172.04 feet to a point on the West line of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, along said West line of the East half of the West half of the Southeast quarter of Section 16, a distance of 1,637.46 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof described as follows:

Commencing at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 69° 57' 24" East, a distance of 446.22 feet to the true point of beginning of this description;

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

thence South 64° 45' 59" East, a distance of 249.90 feet; thence South 36° 37' 58" East, a distance of 511.79 feet; thence South 20° 52' 54" West, a distance of 305.34 feet; thence North 61° 22' 23" West, a distance of 198.44 feet to the point of curvature of a curve, concave to the Northeast, with a radius of 560.00 feet; thence Northwesterly and Northeasterly along said curve, through a central angle 84° 03' 01", an arc distance of 821.49 feet to the true point of beginning.

EXCEPTING THEREFROM that portion lying North of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

This legal description is made pursuant to that certain Certificate Approving a Lot Line Adjustment, Certificate No. 12-18 shown as Parcel C, recorded May 24, 2013, as Instrument No. [13-75084](#) of Official Records.

APN: 300-542-32
300-542-33
300-542-52

Tract III:

Portions of Section 15 and Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, being more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 16; thence

- 1) South 88° 20' 25" East, along the North line of said Northeast quarter, a distance of 1,509.93 feet to the Northwest corner of that parcel of land described in [Document No. 2006-0143583](#), Official Records of Fresno County; thence along the Westerly boundary of said Parcel following subsequent courses and distances
- 2) South 21° 41' 28" West, a distance of 670.08 feet;
- 3) South 35° 31' 20" East, a distance of 830.19 feet; thence
- 4) South 40° 21' 32" East, a distance of 60.00 feet; thence
- 5) North 49° 38' 28" East, a distance of 27.92 feet; thence
- 6) South 14° 49' 50" East, a distance of 871.78 feet; thence
- 7) South 31° 36' 17" East, a distance of 489.62 feet; thence
- 8) North 45° 31' 54" East, a distance of 531.57 feet to the East line of said Northeast quarter of Section 16; thence
- 9) South 01° 13' 22" West, along said East line, a distance of 439.13 feet to the Northwest corner of the Southwest quarter of said Section 15; thence
- 10) South 88° 13' 13" East, along the North line of said Southwest quarter, a distance of 755.75 feet to the centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 11) South 19° 56' 46" West, a distance of 72.49 feet; thence
- 12) North 85° 00' 30" West, a distance of 64.24 feet; thence
- 13) South 31° 16' 41" West, a distance of 173.07 feet; thence
- 14) South 07° 32' 49" West, a distance of 30.34 feet; thence
- 15) South 60° 14' 25" East, a distance of 15.12 feet; thence
- 16) North 51° 58' 21" East, a distance of 50.64 feet; thence
- 17) South 68° 02' 55" East, a distance of 20.01 feet; thence
- 18) South 08° 04' 11" East, a distance of 109.28 feet; thence
- 19) South 42° 12' 02" West, a distance of 12.77 feet; thence
- 20) North 87° 31' 46" West, a distance of 32.39 feet; thence
- 21) South 37° 15' 35" West, a distance of 11.40 feet; thence
- 22) South 17° 57' 04" East, a distance of 71.26 feet; thence
- 23) South 03° 52' 53" West, a distance of 77.17 feet; thence
- 24) South 37° 58' 25" West, a distance of 77.17 feet; thence
- 25) South 58° 06' 28" West, a distance of 52.04 feet; thence
- 26) North 55° 36' 08" West, a distance of 24.13 feet; thence
- 27) North 10° 41' 15" East, a distance of 88.28 feet; thence
- 28) North 35° 44' 47" West, a distance of 13.78 feet; thence
- 29) North 82° 10' 48" West, a distance of 56.38 feet; thence
- 30) South 70° 01' 31" West, a distance of 25.44 feet; thence
- 31) South 02° 10' 27" East, a distance of 47.81 feet; thence
- 32) South 87° 49' 33" West, a distance of 23.35 feet; thence
- 33) North 25° 34' 05" West, a distance of 33.23 feet; thence
- 34) North 45° 05' 04" West, a distance of 87.86 feet; thence

- 35) North 21° 03' 30" West, a distance of 82.48 feet; thence
- 36) South 66° 29' 29" West, a distance of 48.38 feet; thence
- 37) South 27° 08' 46" East, a distance of 61.63 feet; thence
- 38) South 54° 42' 00" West, a distance of 49.76 feet; thence
- 39) North 58° 26' 10" West, a distance of 123.11 feet; thence
- 40) South 62° 09' 18" West, a distance of 30.53 feet; thence
- 41) South 02° 44' 45" West, a distance of 47.97 feet; thence
- 42) South 41° 03' 28" East, a distance of 73.48 feet; thence
- 43) South 24° 09' 27" West, a distance of 53.77 feet; thence
- 44) South 75° 42' 11" West, a distance of 52.74 feet; thence
- 45) South 35° 36' 50" West, a distance of 206.11 feet to a point on the West line of said Southwest quarter of Section 15, said point being a distance of 721.70 feet Southwesterly of said Northwest corner of the Southwest quarter; thence leaving said West line and continuing along said centerline of White Fox Creek
- 46) South 35° 36' 50" West, a distance of 172.00 feet; thence leaving said centerline
- 47) South 02° 29' 55" West, a distance of 186.99 feet to the Northeasterly corner of that parcel of land described in [Document No. 2002-0037453](#), Official Records of Fresno County; thence along the Northwesterly boundary of a said Parcel following the subsequent courses and distances
- 48) North 83° 40' 49" West, a distance of 195.90 feet; thence
- 49) North 06° 19' 11" East, a distance of 52.82 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 300.00 feet; thence along said curve
- 50) Northwesterly, through a central angle of 106° 50' 52", an arc distance of 559.45 feet; thence
- 51) North 86° 42' 28" West, a distance of 69.89 feet; thence
- 52) South 41° 22' 04" West, a distance of 69.43 feet; thence
- 53) South 09° 21' 54" West, a distance of 192.94 feet; thence
- 54) South 39° 01' 45" West, a distance of 684.84 feet; thence
- 55) South 57° 43' 24" West, a distance of 122.18 feet; thence
- 56) South 34° 20' 50" West, a distance of 399.53 feet; thence

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 57) South 56° 48' 34" West, a distance of 179.21 feet; thence
- 58) South 22° 15' 42" West, a distance of 118.88 feet; thence
- 59) South 34° 05' 12" East, a distance of 60.87 feet; thence leaving said Northwesterly boundary
- 60) South 38° 49' 04" West, a distance of 106.13 feet, returning to said centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances
- 61) South 10° 05' 17" West, a distance of 146.41 feet; thence
- 62) South 12° 27' 46" East, a distance of 128.54 feet; thence
- 63) South 20° 18' 39" West, a distance of 86.52 feet; thence
- 64) South 71° 09' 21" West, a distance of 160.16 feet; thence
- 65) South 57° 24' 44" West, a distance of 39.40 feet to the South line of the Southeast quarter of said 16; thence
- 66) North 88° 48' 08" West, along said South line, a distance of 70.53 feet to the Southwest corner of the East half of the West half of said Southeast quarter; thence
- 67) North 01° 09' 59" East, along the West line of said East half, a distance of 988.87 feet to the most Southerly corner of that parcel of land described in [Document No. 2002-0037456](#), Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances
- 68) South 88° 17' 13" East, a distance of 172.04 feet; thence
- 69) North 50° 29' 02" East, a distance of 229.77 feet; thence
- 70) North 37° 55' 01" East, a distance of 582.64 feet; thence
- 71) North 44° 57' 55" East, a distance of 366.25 feet; thence
- 72) South 60° 57' 51" East, a distance of 178.34 feet; thence
- 73) North 21° 17' 26" East, a distance of 578.19 feet; thence
- 74) North 36° 13' 26" West, a distance of 681.91 feet; thence
- 75) North 00° 55' 14" West, a distance of 634.33 feet; thence
- 76) North 35° 39' 41" West, a distance of 126.89 feet; thence
- 77) North 49° 38' 17" East, a distance of 67.61 feet; thence

- 78) North 40° 21' 43" West, a distance of 119.90 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 360.00 feet; thence along said curve
- 79) Northwesterly, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence
- 80) North 86° 09' 27" West, a distance of 306.42 feet; thence
- 81) North 88° 20' 01" West, a distance of 298.19 feet; thence
- 82) South 45° 06' 32" West, a distance of 167.09 feet; thence
- 83) North 88° 57' 00" West, a distance of 84.95 feet; thence
- 84) South 03° 16' 52" West, a distance of 127.97 feet; thence
- 85) South 06° 39' 54" East, a distance of 61.17 feet; thence
- 86) South 02° 53' 11" West, a distance of 363.84 feet; thence
- 87) North 63° 00' 46" East, a distance of 442.99 feet; thence
- 88) South 35° 42' 32" East, a distance of 146.77 feet; thence
- 89) South 39° 24' 48" West, a distance of 98.07 feet; thence
- 90) South 53° 32' 51" West, a distance of 704.59 feet; thence
- 91) South 01° 09' 59" West, a distance of 397.31 feet to the Northwest corner of said East half; thence
- 92) North 88° 34' 23" West, along the South line of said Northeast quarter of Section 16, a distance of 613.41 feet to the Southeasterly corner of that parcel of land described in [Document No. 2002-0037457](#), Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances
- 93) North 20° 25' 28" East, a distance of 413.22 feet; thence
- 94) North 14° 51' 32" East, a distance of 626.05 feet; thence
- 95) North 36° 58' 51" East, a distance of 273.76 feet; thence
- 96) South 76° 43' 55" East, a distance of 83.61 feet; thence
- 97) North 11° 58' 51" East, a distance of 745.82 feet; thence
- 98) North 48° 42' 42" West, a distance of 398.99 feet; thence
- 99) North 74° 41' 00" West, a distance of 13969 feet; thence

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

- 100) South 29° 28' 42" West, a distance of 611.16 feet to the West line of said Northeast quarter of Section 16; thence
- 101) North 01° 08' 39" East, along the West line of said Northeast quarter, a distance of 940.87 feet to the point of beginning.

This legal is made pursuant to that certain Certificate of Correction recorded [August 22, 2008, as Instrument No. 2008-0120599](#) of Official Records.

TOGETHER WITH that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, a distance of 397.31 feet; thence North 53° 08' 19" East, a distance of 704.59 feet; thence North 39° 00' 16" East, a distance of 98.07 feet; thence North 36° 07' 04" West, a distance of 146.77 feet; thence South 62° 36' 14" West, a distance of 442.99 feet; thence North 02° 28' 39" East, a distance of 363.84 feet; thence North 07° 04' 26" West, a distance of 61.17 feet; thence North 02° 52' 20" East, a distance of 127.97 feet; thence South 89° 21' 32" East, a distance of 84.95 feet; thence North 44° 42' 00" East, a distance of 167.09 feet; thence South 88° 44' 33" East, a distance of 298.19 feet; thence South 06° 33' 59" East, a distance of 306.42 feet to a point on a non-tangent curve, concave to the Southwest, with a radius of 360.00 feet (the radial to said point bears North 33° 02' 19" East); thence Southeasterly along said curve, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence South 40° 46' 15" East, a distance of 119.90 feet; thence South 49° 13' 45" West, a distance of 67.61 feet; thence South 36° 04' 13" East, a distance of 126.89 feet; thence South 01° 19' 46" East, a distance of 634.33 feet; thence South 36° 37' 58" East, a distance of 681.91 feet; thence South 20° 52' 54" West, a distance of 578.18 feet; thence North 61° 22' 23" West, a distance of 178.34 feet; thence South 44° 33' 23" West, a distance of 366.25 feet; thence South 37° 30' 29" West, a distance of 582.64 feet; thence South 50° 04' 30" West, a distance of 229.77 feet; thence North 88° 41' 45" West, a distance of 172.04 feet to a point on the West line of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, along said West line of the East half of the West half of the Southeast quarter of Section 16, a distance of 1,637.46 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying South of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

ALSO that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Commencing at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 69° 57' 24" East, a distance of 446.22 feet to the true point of beginning of this description; thence South 64° 45' 59" East, a distance of 249.90 feet; thence South 36° 37' 58" East, a distance of 511.79 feet; thence South 20° 52' 54" West, a distance of 305.34 feet; thence North 61° 22' 23" West, a distance of 198.44 feet to the point of curvature of a curve, concave to the Northeast, with a radius of 560.00 feet; thence Northwesterly and Northeasterly along said curve, through a central angle 84° 03' 01", an arc distance of 821.49 feet to the true point of beginning.

EXCEPTING THEREFROM that portion lying South of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

This legal description is made pursuant to that certain Certificate approving a Lot Line Adjustment, Certificate No. 12-18, shown as Parcel A, recorded [May 24, 2013](#), as [Instrument No. 2013-75084](#) of Official Records.

APN: 300-542-51

Tract IV:

PARCEL ONE:

That portion of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, described as follows:

Beginning at the Northeast corner of said Northeast quarter of Section 16; thence South 00° 48' 55" West, along the East line of said Northeast quarter of Section 16, a distance of 117.01 feet to a point on a non-tangent curve, concave to the Northwest, with a radius of 720.00 feet (the radial of said point bears South 56° 21' 13" East); thence Southwesterly along said curve, through a central angle of 18° 39' 09", an arc distance of 234.40 feet; thence South 52° 17' 56" West, a distance of 203.01 feet to the point of curvature of a curve, concave to the Southeast, with a radius of 750.00 feet; thence Southwesterly along said curve, through a central angle of 33° 20' 47", an arc distance of 436.50 feet; thence South 18° 57' 09" West, a distance of 149.51 feet to the point of curvature of a curve, concave to the Northwest, with a radius of 650.00 feet; thence Southwesterly along said curve, through a central angle of 30° 22' 08", an arc distance of 344.52 feet; thence South 49° 14' 01" West, a distance of 11.58 feet; thence South 40° 45' 59" East, a distance of 35.89 feet to the point of curvature of a curve, concave to the Southwest, with a radius of 345.00 feet; thence Southeasterly along said curve, through a central angle of 25° 31' 42", an arc distance of 153.72 feet; thence South 15° 14' 17" East, a distance of 451.32 feet; thence North 74° 45' 43" East, a distance of 30.00 feet; thence South 89° 11' 05" East, a distance of 552.47 feet to a point on the East line of said Northeast quarter of Section 16; thence South 00° 48' 55" West, along said East line of the Northeast quarter of Section 16, a distance of 389.12 feet; thence South 45° 07' 27" West, a distance of 531.57 feet; thence North 32° 00' 44" West, a distance of 489.62 feet; thence North 15° 14' 17" West, a distance of 871.78 feet; thence South 49° 14' 01" West, a distance of 27.92 feet; thence North 40° 45' 59" West, a distance of 60.00 feet; thence North 35° 55' 47" West, a distance of 830.19 feet; thence North 21° 17' 01" East, a distance of 670.13 feet to a point on the North line of said Northeast quarter of Section 16; thence South 88° 44' 42" East, along said North line of the Northeast quarter of Section 16, a distance of 12,200.88 feet to the point of beginning.

This legal description is made pursuant to that certain Certificate approving a Lot Line Adjustment, Certificate No. Placer 01-15(A), recorded [September 30, 2002](#), as [Instrument No. 02-170737](#) of Official Records.

APN: 300-542-05

PARCEL TWO:

That portion of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Southwest corner of said Northeast quarter of Section 16; thence North 00° 44' 07" East, along the West line of said Northeast quarter of Section 16, a distance of 1,688.31 feet; thence North 29° 04' 10" East, a distance of 611.16 feet; thence South 75° 05' 32" East, a distance of 139.69 feet; thence South 49° 07' 14" East, a distance of 398.99 feet; thence South 11° 34' 19" West, a distance of 745.82 feet; thence North 77° 08' 07" West, a distance of 83.61 feet; thence South 36° 34' 19" West, a distance of 273.76 feet;

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

thence South 14° 27' 00" West, a distance of 626.05 feet; thence South 20° 00' 56" West, a distance of 413.22 feet to a point on the South line of said Northeast quarter of Section 16; thence North 88° 58' 45" West, along said South line of the Northeast quarter of Section 16, a distance of 63.38 feet to the point of beginning.

APN: 300-542-03

PARCEL THREE:

Easement appurtenant to Parcels One and Two:

A temporary easement for ingress and egress, access and public utility purposes, 60 feet in width, along the Northerly and Westerly boundaries of Fresno County, APN: 300-541-45 (now APN: 300-542-51), appurtenant to Fresno County APN: 300-541-05 and 300-531-03 (now APN: 300-542-05 and 300-542-03, respectively) (the Dominant Tenement) as described above, expiring upon Dominant tenement receiving alternative recorded access.

PARCEL FOUR:

Easement appurtenant to Parcel Two:

All easements and easement rights for ingress, egress, and utility purposes over and across the South 60 feet of Said Section 16, less any portion lying in Parcel 3 above, by that certain document entitled "Grant of Ingress, Egress, Access and Utility Easement and Agreement" by and among Millerton Investments, LLCC, a California limited liability company, as Grantor, and Grantor Real Estate Investments, LLC, a California limited liability company, as Grantee, which document recorded August 15, 2016 as Document No. [2016-0106338](#), Fresno County Records.

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

MATTERS AFFECTING TRACT I:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-39	
Code No.	:	076-068	
1st Installment	:	\$465.63	Marked Paid
2nd Installment	:	\$465.63	NOT Marked Paid
Land Value	:	\$63,526.00	

3. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-40	
Code No.	:	076-073	
1st Installment	:	\$22.62	Marked Paid
2nd Installment	:	\$22.62	NOT Marked Paid
Land Value	:	\$3,628.00	

4. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-41	
Code No.	:	076-068	
1st Installment	:	\$104.64	Marked Paid
2nd Installment	:	\$104.64	NOT Marked Paid
Land Value	:	\$14,175.00	

5. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-48	
Code No.	:	076-068	
1st Installment	:	\$183.43	Marked Paid
2nd Installment	:	\$183.43	NOT Marked Paid
Land Value	:	\$25,301.00	

6. 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.

THE FOLLOWING AFFECT PARCELS 1:

7. The effect of the fact that Parcel Map No. 5768, recorded in [Book 42 at Page 11](#) of Parcel Maps, discloses "Thread of Stream".

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

Granted To : San Joaquin Power Company
 For : poles and wires for telephone line and incidental purposes
 Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
 Affects : portion of said land

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

Granted To : Pacific Gas and Electric Company
 For : Pole lines and/or underground conduits and incidental purposes
 Recorded : July 10, 1945 in Official Records under Recorder's Serial Number 27076
 Affects : The Southeast quarter of the Southwest quarter of Section 11, Township 11 South, Range 21 East

The image(s) for exception(s) 19 herein is/are unavailable to hyper link. If you need a copy of this image please contact an advisory title officer.

10. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
 Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

11. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
 Executed By : Sunrise Crest, Inc., a California corporation; Granville Homes, Inc., a California corporation; Norman Christensen; Nora Christensen; JPJ, Inc., a California corporation and A. Ben Ewell, Jr.
 Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

12. Terms and provisions as contained in an instrument,
- Entitled : Covenant and Agreement Regarding the Creation of Easement For Road Purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060913](#)
13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
- For : Public utilities and incidental purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060918](#)
- Affects : Parcel 5 of Parcel 1
14. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
- For : Public utilities purposes and incidental purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060920](#)
- Affects : Parcel 5 of Parcel 1
15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision and the State of California
- For : public water tank, public utilities, access purposes and incidental purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060921](#)
- Affects : Said Land

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

Granted To : County of Fresno, a political subdivision of the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060922](#)
Affects : Parcel 3 of Parcel 1

THE FOLLOWING AFFECT PARCELS 2 AND 3:

17. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

18. Terms and provisions as contained in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

For : Ingress, egress, road and utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)

20. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : James R. Maxwell, et al
 For : Road and utility and incidental purposes
 Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
 Affects : as described therein
21. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Spy-Luvial Company, a California corporation
 For : Road and utility and incidental purposes
 Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 88029494](#)
 Affects : as described therein
22. Terms and provisions as contained in an instrument,
- Entitled : Grant Deed
 Recorded : [April 1, 1988 in Official Records under Recorder's Serial Number 88-34750](#)
23. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Pacific Gas & Electric Company, a California corporation
 For : Public utilities and incidental purposes
 Recorded : [September 19, 1990 in Official Records under Recorder's Serial Number 90113102](#)
 Affects : as described therein
24. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno
 For : Access and utility and incidental purposes
 Recorded : [April 15, 1991 in Official Records under Recorder's Serial Number 91043549](#)
 Affects : as described therein

25. Terms and provisions as contained in an instrument,

Entitled : Mutual Benefit Agreement
Executed By : The Clarksfield Company, Inc. and Clovis United School District
Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

The above matter is also recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98172655](#).

The above matter is also recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98172656](#).

The above matter is also recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98172657](#).

The terms and provisions contained in the document entitled "Assignment" recorded [March 22, 2012 as Instrument No. 2012-0040927](#) of Official Records

26. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005495](#)

27. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005496](#)

28. Terms and provisions as contained in an instrument,

Entitled : Pro-Rata Share for Improvements
Executed By : California Department of Transportation and The Clarksfield Company, Inc.
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)

29. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Coveants Affecting Real Property
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

THE FOLLOWING AFFECTS PARCEL4:

30. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

31. Terms and provisions as contained in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

Granted To : Charles M. Forman, as trustee under the Forman Community Property Trust Under Declaration of Trust dated July 30, 1975; Jerome M. Drell and Eunice Drell, Trustees Under Trust Agreement dated December 10, 1980, Jerome M. Drell and Eunice Drell, Trustors and Trustees; and Margaret Y. Nef, a widow
For : Ingress, egress, road and utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : as described therein

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

Granted To : James R. Maxwell, et al
For : Road, utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : as described therein

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

Granted To : Spy-Luvial Company, a California corporation
For : Road, utility and incidental purposes
Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 88029494](#)
Affects : as described therein

Covenants, conditions and restrictions as contained in Grant Deed recorded on [April 1, 1988 as Instrument No. 88-34750](#) of Official Records.

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

Granted To : County of Fresno
For : Access, utility easement and incidental purposes
Recorded : [April 15, 1991 in Official Records under Recorder's Serial Number 91043549](#)
Affects : as described therein

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

36. Terms and provisions as contained in an instrument,

Entitled : Mutual Benefit Agreement
Executed By : The Clarksfield Company, Inc. and Clovis Unified School District
Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

The above matter is also recorded [in Official Records under Recorder's Serial Number 98172655](#).

The above matter is also recorded [in Official Records under Recorder's Serial Number 98172656](#).

The above matter is also recorded [in Official Records under Recorder's Serial Number 98172657](#).

37. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Executed By : The Clarksfield Company Inc. and County of Fresno
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005495](#)

38. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005496](#)

39. Terms and provisions as contained in an instrument,

Entitled : Pro-Rata Share For Improvements
Executed By : California Department of Transportation and The Clarksfield Company, Inc.
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

40. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

MATTERS AFFECTING TRACT II:

41. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

42. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-32	
Code No.	:	076-094	
1st Installment	:	\$210.73	Marked Paid
2nd Installment	:	\$210.73	NOT Marked Paid
Land Value	:	\$28,810.00	

43. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-33	
Code No.	:	076-094	
1st Installment	:	\$0.00 NO TAXES DUE	NOT Marked Paid
2nd Installment	:	\$0.00 NO TAXES DUE	NOT Marked Paid
Land Value	:	\$2,945.00	

NO TAXES DUE

44. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-52	
Code No.	:	076-097	
1st Installment	:	\$2,041.58	Marked Paid
2nd Installment	:	\$2,041.58	NOT Marked Paid
Land Value	:	\$274,696.00	
Imp. Value	:	\$5,500.00	

45. 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.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

46. Water rights, claims or title to water, whether or not shown by the public records.
47. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of White Fox Lane, and any public records.

48. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : September 21, 1987 in Official Records under Recorder's Serial
Number 87116032

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial
Number 87130454](#).

49. Terms and provisions as contained in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
Recorded : [September 21, 1987 in Official Records under Recorder's Serial
Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial
Number 87130455](#).

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

Granted To : Charles M. Forman, as trustee under the Forman Community
Property Trust Under Declaration of Trust dated July 30, 1975;
Jerome M. Drell and Eunice Drell, Trustees Under Trust Agreement
dated December 10, 1980, Jerome M. Drell and Eunice Drell, Trustors
and Trustees; and Margaret Y. Nef, a widow
For : Ingress, egress, road and utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial
Number 87143714](#)
Affects : as described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Granted To : James R. Maxwell, et al
 For : Road, utility and incidental purposes
 Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
 Affects : as described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Granted To : Spy-Luvial Company, a California corporation
 For : Road, utility and incidental purposes
 Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 88029494](#)
 Affects : as described therein

Covenants, conditions and restrictions as contained in Grant Deed recorded on [April 1, 1988 as Instrument No. 88-34750](#) of Official Records.

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

Granted To : County of Fresno
 For : Access, utility easement and incidental purposes
 Recorded : [April 15, 1991 in Official Records under Recorder's Serial Number 91043549](#)
 Affects : as described therein

54. Terms and provisions as contained in an instrument,

Entitled : Mutual Benefit Agreement
 Executed By : The Clarksfield Company, Inc. and Clovis Unified School District
 Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

The above matter is also recorded in [Official Records under Recorder's Serial Number 98172655](#).

The above matter is also recorded in [Official Records under Recorder's Serial Number 98172656](#).

The above matter is also recorded in [Official Records under Recorder's Serial Number 98172657](#).

55. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Executed By : The Clarksfield Company Inc. and County of Fresno
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005495](#)

56. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005496](#)

57. Terms and provisions as contained in an instrument,

Entitled : Pro-Rata Share For Improvements
Executed By : California Department of Transportation and The Clarksfield Company, Inc.
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)

58. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

THE FOLLOWING MATTERS AFFECT TRACT III:

59. Taxes and assessments, general and special, for the fiscal year 2016 - 2017, a lien, but not yet due or payable.
60. 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.
61. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.
62. Any title or claim of interest of the United States of America, State of California, or claimants thereunder, based upon the assertion that said land was known to be mineral in character on February 1, 1907, the date of the Survey thereof was approved by the Surveyor General.

Said matters affect a portion lying within said Section 16

63. Matters as contained or referred to in an instrument,
- Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

64. Offer of Dedication in an instrument,
- Entitled : Irrevocable Offer of Conveyance (Easement)
Dated : September 18, 1987
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

Entitled : Covenant and Agreement Regarding Fire Protection Measures
Dated : September 18, 1987
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116034](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130456](#).

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

Instrument : Grant Deed
Granted To : Charles M. Forman, et al
For : Ingress, egress, road and utility
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : As described therein

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

Instrument : Grant Deed
Granted To : James R. Maxwell, et al
For : Road and utility
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : As described therein

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

Instrument : Grant Deed
Granted To : Spy-Luvial Company, a California corporation
For : Road and utility
Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 8829494](#)
Affects : As described therein

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

Instrument : Partnership Grant Deed
 Granted To : County of Fresno
 For : Access and utility easement
 Recorded : [January 15, 1991 in Official Records under Recorder's Serial Number 9143549](#)
 Affects : As described therein

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

Entitled : Mutual Benefit Agreement between the Clarksfield Company, Inc., and Clovis Unified School District
 Executed By : The Clarksfield Company, Inc., and the Clovis Unified School District
 Dated : October 29, 1998
 Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172655](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172656](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172657](#).

71. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
 In Favor Of : The Clarksfield Company, Inc.
 Dated : January 12, 1999
 Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 1999-0005495](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

72. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Improvement and
Maintenance of Private Roads
In Favor Of : The Clarksfield Company, Inc.
Dated : January 12, 1999
Recorded : [January 13, 1999 in Official Records under Recorder's Serial
Number 1999-0005496](#)

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

Entitled : Certificate of Waiver of Parce Map No. 97-07
Executed By : The Clarksfield Company, Inc., a California corporation
Recorded : [May 11, 1999 in Official Records under Recorder's Serial Number
1999-0071448](#)

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

Entitled : Pro-Rate Share for Improvements
Executed By : California Department of Transportation and The Clarksfield
Company, Inc.
Dated : April 10, 2003
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number
2003-0110288](#)

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

Entitled : Settlement Agreement (including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number
2007-0146467](#)

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

Entitled : Certificate of Compliance
Executed By : County of Fresno
Dated : August 21, 2008
Recorded : [August 22, 2008 in Official Records under Recorder's Serial Number
2008-0120599](#)

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

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

Instrument : Grant Deed
Granted To : Grantor Real Estate Investment, LLC, a California limited liability company
For : Temporary ingress and egress and access and public utilities
Recorded : [March 22, 2013 in Official Records under Recorder's Serial Number 2013-042479](#)
Affects : The Northerly and Westerly 60 feet of said land

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

Instrument : Grant of Engress, Egress, Access and Utility Easement and Agreement
Granted To : Grantor Real Estate Investments, LLC, a California limited liability company
For : Road Purposes, including ingress and egress and access for underground utilities
Recorded : [August 15, 2016 in Official Records under Recorder's Serial Number 2016-0106338](#)
Affects : The South 60 Feet of Said Parcel Eleven

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

Amount : \$4,900,000.00
Trustor/Borrower : Millerton Investments, 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 : July 6, 2016
Recorded : August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114793
Loan No. : 2425L
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other land

MATTERS AFFECTING TRACT IV:

80. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

81. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-05	
1st Installment	:	\$6,637.56	Marked Paid
2nd Installment	:	\$6,637.56	NOT Marked Paid

82. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-03	
1st Installment	:	\$3,824.23	Marked Paid
2nd Installment	:	\$3,824.23	NOT Marked Paid

83. 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.

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

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

Further information may be obtained by contacting:

85. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

86. Offer of Dedication in an instrument,

Entitled	:	Irrevocable Offer of Conveyance (Easement)
To	:	County of Fresno
For	:	Future public road
Dated	:	May 31, 1984
Recorded	:	June 1, 1984 in Official Records under Recorder's Serial Number 84053151

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

Instrument : Grant of Easement
 Granted To : Charles Forman, et al
 For : Private road and underground utilities
 Recorded : [June 22, 1984 in Official Records under Recorder's Serial Number 84-60046](#)
 Affects : As described therein

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

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
 Dated : September 18, 1987
 Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

89. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
 To : County of Fresno
 For : Future public road
 Dated : September 18, 1987
 Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)
 Affects : Parcels One and Three

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

Entitled : Covenant and Agreement Regarding Fire Protection Measures
 Dated : September 18, 1987
 Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116034](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130456](#).

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

Instrument : Grant Deed
Granted To : James R. Maxwell, et al
For : Road and utility
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87-143714](#)
Affects : Parcel One

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

Entitled : Mutual Benefit Agreement Between The Clarksfield Company, Inc., and Clovis Unified School District
Executed By : The Clarksfield Company, Inc., and Clovis Unified School District
Dated : October 29, 1998
Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)
Returned to
Address : Clovis Unified School District, 1450 Herndon Avenue, Clovis, California 93611-0599

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172655](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172656](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172657](#).

93. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Dated : January 12, 1999
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 1999-005495](#)

94. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Improvement and Maintenance of Private Roads
 Dated : January 12, 1999
 Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 1999-005496](#)

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

Entitled : Certificate of Waiver of Parcel Map No. 97-07
 Executed By : Clarksfield Company, Inc., a California corporation
 Recorded : [May 11, 1999 in Official Records under Recorder's Serial Number 1999-0071448](#)

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

Entitled : Declaration of Covenants Affecting Real Property
 Executed By : The Clarksfield Company, Inc., a California corporation
 Recorded : [March 28, 2001 in Official Records under Recorder's Serial Number 2001-0042785](#)

Said matters affect Parcel One

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

Entitled : Pro-Rate Share for Improvements
 Executed By : California Department of Transportation and The Clarksfield Company, Inc.
 Dated : April 1, 2003
 Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)
 Returned to Address : 410 West Fallbrook Avenue, Suite 102, Fresno, CA 93711

98. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (including Covenants Affecting Real Property)
 Executed By : California Department of Fish and Game, et al
 Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-146467](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

99. Conditions contained and/or referred to in an instrument,

Entitled : Covenant and Agreement Regarding Minor Collector Road Fees for
Millerton Specific Plan Development
By : J.P.J. Inc., a California corporation
Dated : January 4, 2010
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number
2010-0060928](#)

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

Amount : \$1,600,000.00
Trustor/Borrower : Grantor Real Estate Investments, 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 : July 8, 2016
Recorded : August 29, 2016 in Official Records under Recorder's Serial
Number 2016-0114795
Loan No. : 2425L1
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other land

Memorandum of Additional Advance Modification Agreement, pertaining to said Deed of Trust executed by Grantor Real Estate Investments, LLC.

Recorded : [April 5, 2018 in Official Records under Recorder's Serial
Number 2018-0039798](#)

----- **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 and 2.2.

- 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 said land is unimproved. Said vacant land is known as: APN: 300-542-41, 300-542-15S, 300-542-17S, 300-350-28S, 300-542-32, 300-542-52, 300-542-14S, 300-542-48, 300-542-33, 300-542-39, 300-542-40, 300-542-16S, and 300-542-18S

The ALTA loan policy, when issued, will contain the CLTA Modified 100 (TIM-52) and Modified 116 (TIM-58) endorsements. The referenced modifications to both endorsements delete only non-applicable coverage relating to improvements located upon said land.

Unless shown elsewhere in the body of this report, there appears 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	:	JPJ, Incorporated, a California corporation, formerly known as Westcal, Inc., a California corporation
To	:	JPJ, Incorporated, a California corporation
Recorded	:	December 19, 2011 in Official Records under Recorder's Serial Number 2011-0169138

O.N.

RM/mp

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 (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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

300-54



Assessor's Map Bk. 300 - Pg. 54
County of Fresno, Calif.



OLD REPUBLIC
TITLE COMPANY

EXHIBIT B

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

PRELIMINARY REPORT

Our Order Number 1411014271-DB

LOCANS INVESTMENTS, LLC
1396 W. HERNDON AVENUE
FRESNO, CA 93711

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Group 5, Friant, CA 93626
[Unincorporated area of Fresno County]

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

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

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

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

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

Dated as of March 8, 2019, at 8:00 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

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

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

Tract I:

Locans Investments, LLC, a California limited liability company

Tract II:

Ashlan & Hayes Investments, 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:

Tract I:

PARCEL A:

PARCEL B OF LOT LINE ADJUSTMENT PLA NO. 17-15 AS APPROVED BY THE COUNTY OF FRESNO AND AS SET FORTH AS "PARCEL B" IN THAT CERTAIN GRANT DEED RECORDED NOVEMBER 9, 2018 AS DOCUMENT [NO. 2018-0136721](#), FRESNO COUNTY RECORDS, AND AS PER THAT CERTAIN "CERTIFICATE OF COMPLIANCE PLA NO. 17-15(A)" RECORDED NOVEMBER 21, 2018 AS DOCUMENT [NO. 2018-0140766](#), FRESNO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

COMMENCING AT: THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 21 EAST; SAID POINT ALSO BEING THE NORTHWEST CORNER OF PARCEL 8 OF PARCEL MAP NO. 5768, RECORDED IN BOOK 42, AT PAGE 11, FRESNO COUNTY RECORDS

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 SOUTH 00°33'18" WEST, A DISTANCE OF 1273.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 80°08'35" EAST, A DISTANCE OF 587.98 FEET; THENCE NORTH 88°30'13" EAST, A DISTANCE OF 206.18 FEET; THENCE SOUTH 68°45'04" EAST, A DISTANCE OF 51.98 FEET; THENCE SOUTH 46°00'21" EAST, A DISTANCE OF 91.22 FEET; THENCE SOUTH 34°45'34" EAST, A DISTANCE OF 193.97 FEET; TO A POINT ON THE NORTH LINE OF LOT 6 OF SAID TRACT 5768; THENCE ALONG SAID NORTH LINE NORTH 76°19'09" EAST, A DISTANCE OF 288.47 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

SOUTH 32°03'11" WEST, A DISTANCE OF 1054.47 FEET; THENCE SOUTH 62°22'46" EAST, A DISTANCE OF 839.49 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 15; THENCE NORTH 00°33'18" EAST, A DISTANCE OF 1350.27 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN [BOOK 5832, PAGE 371 OF OFFICIAL RECORDS, DOCUMENT NO. 76311](#).

APN: 300-542-55 (new, not yet assessed) Being 300-542-15 and a portion of 300-542-14

PARCEL B:

A PORTION OF PARCELS 12 AND 13 OF PARCEL MAP NO. 5349, RECORDED IN [BOOK 34 PAGES 19 AND 20 OF PARCEL MAPS](#), FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 13; THENCE ALONG THE NORTH LINE OF PARCEL 13 THE FOLLOWING COURSES: NORTH 81° 46' 53" EAST, 105.43 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4702.75 FEET, A CENTRAL ANGLE OF 6° 07' 30" AND AN ARC LENGTH OF 502.73 FEET; THENCE NORTH 75° 39' 23" EAST, 189.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 41° 59' 11" EAST, 409.72 FEET AND LEAVING SAID NORTH LINE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 69° 35' 16" AND AN ARC LENGTH OF 364.36 FEET; THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 40° 46' 43" AND AN ARC LENGTH OF 523.11 FEET; THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 26° 10' 58" AND AN ARC LENGTH OF 137.09 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 12; THENCE SOUTH 76° 52' 19" EAST, 291.28 FEET ALONG THE SOUTH LINE OF PARCEL 12; THENCE SOUTH 88° 04' 56" EAST, 250.24 FEET TO THE SOUTHEAST CORNER OF PARCEL 12; THENCE NORTH 2° 22' 34" EAST, 1272.83 FEET TO THE NORTHEAST CORNER OF PARCEL 12; THENCE ALONG THE NORTH LINE OF PARCELS 12 AND 13 THE FOLLOWING COURSES: NORTH 75° 52' 38" WEST, 378.90 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 955.59 FEET, A CENTRAL ANGLE OF 19° 41' 20" AND AN ARC LENGTH OF 328.38 FEET TO THE NORTHWEST CORNER OF PARCEL 12; THENCE CONTINUING WESTERLY ALONG SAID 955.59 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 8° 46' 39" AND AN ARC LENGTH OF 146.39 FEET; THENCE SOUTH 75° 39' 23" WEST, 2.12 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN [BOOK 5832, PAGE 371 OF OFFICIAL RECORDS, DOCUMENT NO. 76311](#).

APN: 300-350-28

PARCEL C:

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

PARCEL A OF LOT LINE ADJUSTMENT PLA NO. 17-15 AS APPROVED BY THE COUNTY OF FRESNO AND AS SET FORTH AS "PARCEL A" IN THAT CERTAIN GRANT DEED RECORDED NOVEMBER 9, 2018 AS DOCUMENT NO. 2018-0136721, FRESNO COUNTY RECORDS, AND AS PER THAT CERTAIN "CERTIFICATE OF COMPLIANCE PLA NO. 17-15(A)" RECORDED NOVEMBER 21, 2018 AS DOCUMENT NO. 2018-0140765, FRESNO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

COMMENCING AT: THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 21 EAST; SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 8 PARCEL MAP NO 5768 RECORDED IN BOOK 42 AT PAGES 11, FRESNO COUNTY RECORDS AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 SOUTH 00°03'18"EAST A DISTANCE OF 1273.96 FEET, THENCE NORTH 80°08'35" EAST A DISTANCE OF 587.98 FEET, THENCE NORTH 88°30' 13" EAST, A DISTANCE OF 206.18 FEET, THENCE SOUTH 68°45'04" EAST A DISTANCE OF 51.98 FEET, THENCE SOUTH 46°00'21" EAST, A DISTANCE OF 91.22 FEET; THENCE SOUTH 34°45'34" EAST A DISTANCE OF 193.97 FEET, TO A POINT ON THE NORTH LINE OF LOT 6 OF SAID PARCEL MAP; THENCE ALONG SAID NORTH LINE NORTH 76°19'09" EAST A DISTANCE OF 288.47 FEET, TO THE NORTHWEST CORNER OF LOT 3 OF SAID PARCEL MAP; THENCE ALONG THE NORTH LINE OF SAID LOT 3 NORTH 76°18'06' EAST A DISTANCE OF 1330.33 FEET TO A POINT ON THE SOUTHEAST CORNER OF LOT #1 OF TRACT 4870 RECORDED IN BOOK 81, AT PAGES 47 THRU 58 OFFICIAL RECORDS OF FRESNO COUNTY; THENCE ALONG THE EAST LINE OF SAID LOT 1, NORTH 00°17'41" EAST, A DISTANCE OF 402.56 FEET; THENCE NORTH 63°25'09" WEST, A DISTANCE OF 77.84 FEET; THENCE SOUTH 24°45'45" WEST, A DISTANCE OF 422.52 FEET, THENCE NORTH 64°58'41" WEST A DISTANCE OF 183.00 FEET; THENCE SOUTH 24°45'45" WEST, A DISTANCE OF 32.21 FEET; THENCE NORTH 65°14'15" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 65°14'15" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 76°57'50" WEST, A DISTANCE OF 340.35 FEET; THENCE NORTH 89°37'41" WEST, A DISTANCE OF 47.50 FEET; THENCE SOUTH 73°55'37" WEST, A DISTANCE OF 47.50 FEET; THENCE SOUTH 60°31'20" WEST, A DISTANCE OF 763.50 FEET; THENCE NORTH 23°12'06" WEST, A DISTANCE OF 153.00 FEET; THENCE NORTH 25°14'22" EAST, A DISTANCE OF 17.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 47.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 31°01'11" WEST, THENCE NORTHWESTERLY, ALONG SAID CURVE THRU A CENTRAL ANGLE OF 51°22'16" AN ARC LENGTH OF 42.14 FEET; THENCE NORTH 75°14'53" WEST, A DISTANCE OF 172.00 FEET; THENCE NORTH 42°03'17" WEST, A DISTANCE OF 122.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 38°40'33" EAST, THENCE SOUTHWESTERLY, ALONG SAID CURVE THRU A CENTRAL ANGLE OF 44°09'24" AN ARC LENGTH OF 250.47 FEET; THENCE NORTH 84°31'09" WEST, A DISTANCE OF 250.50 FEET TO THE POINT OF BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 247.00 FEET, THENCE NORTHWESTERLY, ALONG SAID CURVE THRU A CENTRAL ANGLE OF 27°33'44" AN ARC LENGTH OF 118.82 FEET; THENCE NORTH 56°57'26" WEST, A DISTANCE OF 31.23 FEET; THENCE SOUTH 81°09'05" WEST, A DISTANCE OF 44.66 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS 842.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 49°43'08" EAST, THENCE NORTHEASTERLY, ALONG SAID CURVE THRU A CENTRAL ANGLE OF 11°43'19" AN ARC LENGTH OF 172.26 FEET; THENCE NORTH 28°33'33" EAST, A DISTANCE OF 141.20 FEET TO THE POINT OF BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 558.00 FEET, THENCE NORTHEASTERLY, ALONG SAID CURVE THRU A CENTRAL ANGLE OF 33°31'37" AN ARC LENGTH OF 326.52 FEET; THENCE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

NORTH 62°05'10" EAST, A DISTANCE OF 499.60 FEET; THENCE NORTH 58°03'28" WEST A DISTANCE OF 278.41 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 15; THENCE ALONG THE NORTH LINE OF SAID SECTION 15, NORTH 88°45'40" WEST, A DISTANCE OF 622.83 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN [BOOK 5832 PAGE 371 OF OFFICIAL RECORDS, INSTRUMENT NO. 76311](#)

APN: 300-542-54 (new, not yet assessed) Being a portion of 300-542-14

Tract II:

Parcels 3, 4, and 5 of Parcel Map No. 5768, according to the Map thereof recorded in [Book 42 Page 11 of Parcel Maps](#), Fresno County Records.

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

APN: 300-542-16
300-542-17
300-542-18

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

MATTERS AFFECTING TRACT I:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-350-28	
Code No.	:	076-094	
1st Installment	:	\$779.70	Marked Paid
2nd Installment	:	\$779.70	NOT Marked Paid
Land Value	:	\$113,236.00	

3. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-14	
Code No.	:	076-094	
1st Installment	:	\$1,315.05	Marked Paid
2nd Installment	:	\$1,315.05	NOT Marked Paid
Land Value	:	\$223,221.00	

4. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-15	
Code No.	:	076-094	
1st Installment	:	\$912.68	Marked Paid
2nd Installment	:	\$912.68	NOT Marked Paid
Land Value	:	\$133,111.00	

5. 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.

THE FOLLOWING AFFECT PARCELS A AND B:

6. The effect of the fact that Parcel Map No. 5768, recorded in [Book 42 at Page 11](#) of Parcel Maps, discloses "Thread of Stream".
Affects Parcels A
7. The effect of the fact that Parcel Map No. 5349, recorded in [Book 34 at Page 19](#) of Parcel Maps discloses "Approximate Location of Natural Water Courses Limits Not Ascertainable".
Affects Parcel B

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

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

Granted To : San Joaquin Power Company
For : poles and wires for telephone line and incidental purposes
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : portion of said land

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

For : Pole lines and/or underground conduits and incidental purposes
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : Parcel B

10. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

11. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Executed By : Sunrise Crest, Inc., a California corporation; Granville Homes, Inc., a California corporation; Norman Christensen; Nora Christensen; JPJ, Inc., a California corporation and A. Ben Ewell, Jr.
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

12. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding the Creation of Easement For Road Purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060913](#)

Affects Parcel A

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision and the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060921](#)
Affects : Parcel A

THE FOLLOWING AFFECT PARCEL C:

14. Any special tax which is now a lien and that may be levied within the Community Facilities District No. 2010-01, a notice of which was recorded as follows:
- Instrument Entitled : Notice of Special Tax Lien
Recorded : [July 22, 2010 in Official Records under Recorder's Serial Number 2010-0093596](#)

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

Document(s) declaring modifications thereof recorded [December 3, 2012 as Instrument No. 2012-0174397](#) of Official Records.

15. The effect of the fact that Parcel Map No. 5768, recorded in [Book 42 at Page 11](#) of Parcel Maps, discloses "Thread of Stream".
Affects Parcel C
16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : San Joaquin Power Company
For : poles and wires for a telephone line and incidental purposes
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : as described therein

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

17. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Pacific Gas and Electric Company
For : pole lines and/or underground conduits and incidental purposes
Recorded : July 10, 1945 in Official Records under Recorder's Serial Number 27076
Affects : as described therein
18. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Pacific Gas and Electric Company, a California corporation
For : pole lines and/or underground conduits and incidental purposes
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : as described therein
19. Terms and provisions as contained in an instrument,
- Entitled : Agreement
Recorded : [March 8, 1984 in Official Records under Recorder's Serial Number 84-23229](#)
20. The following matters shown or disclosed by the filed map of Parcel Map No. 5768 recorded in Book 42 at Page 11 of Parcel Maps:
- : Flood Prone Area
21. Terms and provisions as contained in an instrument,
- Entitled : Grant of Easement
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91-151506](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

22. Terms and provisions as contained in an instrument,
- Entitled : Settlement Agreement (Including Coveants Affecting Real Property)
Executed By : Sunrise Crest, Inc., a California corporation; Granville Homes, Inc., a California corporation; Norman Christensen; Nora Christensen; JPJ, Inc., a California corporation and A. Ben Ewell, Jr.
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-146467](#)
23. Offer of Dedication in an instrument,
- To : County of Fresno, a political subdivision of the State of California
For : future public road and incidental purposes
Recorded : [September 15, 2008 in Official Records under Recorder's Serial Number 2008-131634](#)
24. Terms and provisions as contained in an instrument,
- Entitled : Notice of Disclosure of Presence of Fresno Rifle and Pistol Club
Recorded : [April 26, 2010 in Official Records under Recorder's Serial Number 2010-0053469](#)
25. Terms and provisions as contained in an instrument,
- Entitled : Covenant and Agreement Regarding the Creation of Easement for Road Purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060913](#)
26. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : storm drain basin purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060917](#)
Affects : as described therein

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

27. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : Public utilities and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060918](#)
Affects : as described therein
28. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060921](#)
Affects : as described therein
29. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060922](#)
Affects : as described therein
30. Offer of Dedication in an instrument,
- To : County of Fresno, a political subdivision of the State of California
For : future public road and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060923](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

31. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : landscape and drainage purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060924](#)
Affects : as described therein
32. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : Public utilities and appurtenances and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060925](#)
Affects : as described therein
33. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : Slope maintenance purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060926](#)
Affects : as described therein

MATTERS AFFECTING TRACT II:

34. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.
35. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:
- | | | |
|----------------------|----------------|-----------------|
| Assessor's Parcel No | : 300-542-16 | |
| Code No. | : 076-094 | |
| 1st Installment | : \$912.68 | Marked Paid |
| 2nd Installment | : \$912.68 | NOT Marked Paid |
| Land Value | : \$133,111.00 | |

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

36. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-17	
Code No.	:	076-094	
1st Installment	:	\$914.83	Marked Paid
2nd Installment	:	\$914.83	NOT Marked Paid
Land Value	:	\$133,252.00	

37. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-18	
Code No.	:	076-094	
1st Installment	:	\$914.83	Marked Paid
2nd Installment	:	\$914.83	NOT Marked Paid
Land Value	:	\$133,252.00	

38. 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.

39. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of White Fox Lane.

40. The effect of the fact that Parcel Map No. 5768, recorded in [Book 42 at Page 11](#) of Parcel Maps, discloses "Thread of Stream".

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

Granted To	:	San Joaquin Power Company
For	:	poles and wires for telephone line and incidental purposes
Recorded	:	July 30, 1907 in Book 382 of Deeds, Page 82
Affects	:	portion of said land

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

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

Granted To : Pacific Gas and Electric Company
For : Pole lines and/or underground conduits and incidental purposes
Recorded : [July 10, 1945 in Book 2286 of Official Records, Page 355 under Recorder's Serial Number 27076](#)
Affects : The Southeast quarter of the Southwest quarter of Section 11, Township 11 South, Range 21 East

43. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

44. Terms and provisions as contained in an instrument,

Entitled : Consulting Agreement
Executed By : A. Ben Ewell, Jr. and SJV Ventures, Inc., a California corporation and BDC Development Corporation, a California corporation
Recorded : [November 22, 1996 in Official Records under Recorder's Serial Number 96156596](#)

And as modified by an instrument, executed by A. Ben Ewell, Jr. and SJV Ventures, Inc., a California corporation and BDC Development Corporation, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96-156595](#).

And as modified by an instrument, executed by A. Ben Ewell, Jr. and SJV Ventures, Inc., a California corporation and BDC Development Corporation, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96-156598](#).

And as modified by an instrument, executed by A. Ben Ewell, Jr. and SJV Ventures, Inc., a California corporation and BDC Development Corporation, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96-156599](#).

And as modified by an instrument, executed by SJV Ventures and Westcal, Inc. , recorded [March 22, 2012 in Official Records under Recorder's Serial Number 2012-40927](#).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

Terms and provisions as contained in an instrument,

Entitled : Partial Release - Memorandum of Agreement - Consulting Agreement
Executed By : Robert M. Dillon and Joan E. Dillon, Trustees of the Dillon Family Trust dated 09/21/2001 and BDC Development Corporation, a California corporation
Recorded : [December 21, 2018 in Official Records under Recorder's Serial Number 2018-0152453](#)

45. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Executed By : Sunrise Crest, Inc., a California corporation; Granville Homes, Inc., a California corporation; Norman Christensen; Nora Christensen; JPJ, Inc., a California corporation and A. Ben Ewell, Jr.
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

46. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding the Creation of Easement For Road Purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060913](#)

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

Granted To : County of Fresno, a political subdivision of the State of California
For : Public utilities and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060918](#)
Affects : Parcel 5

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-DB

48. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : Public utilities purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060920](#)
Affects : Parcel 5
49. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision and the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060921](#)
Affects : Said Land
50. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060922](#)
Affects : Parcel 3

----- 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 and 2.2.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014271-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 said land is unimproved. Said vacant land is known as: APN: 300-542-41, 300-542-15S, 300-542-17S, 300-350-28S, 300-542-32, 300-542-52, 300-542-14S, 300-542-48, 300-542-33, 300-542-39, 300-542-40, 300-542-16S, and 300-542-18S

The ALTA loan policy, when issued, will contain the CLTA Modified 100 (TIM-52) and Modified 116 (TIM-58) endorsements. The referenced modifications to both endorsements delete only non-applicable coverage relating to improvements located upon said land.

Unless shown elsewhere in the body of this report, there appears 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	:	JPJ, Incorporated, a California corporation, formerly known as Westcal, Inc., a California corporation
To	:	JPJ, Incorporated, a California corporation
Recorded	:	December 19, 2011 in Official Records under Recorder's Serial Number 2011-0169138

O.N.
RM/mp

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 (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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

Ashley
Hayes

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

SUBDIVIDED LAND IN POR. SEC'S. 10 & 11, T., 11 S., R. 21 E., M.D.B. & M.

Tax Rate Area
76-034
76-035
199-014

300-35



Locans

P.B.

Parcel Map No. 5349 - Bk. 34, Pgs. 19 & 20
Parcel Map No. 3179 (Amended) - Bk. 34, Pg. 94

3-23-2011 WQ

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

Assessor's Map Bk. 300 - Pg. 35
County of Fresno, Calif.

EXHIBIT B

CERTIFICATE CONFIRMING OWNERSHIP OF LAND

This Certificate Confirming Ownership ("Certificate") is made by Millerton Investments, LLC (the "Landowner"), to and for the benefit of the County of Fresno (the "County") in connection with the County's proceedings for the proposed Annexation Territory No. 10A of Community Facilities District No. 2006-01 (Police Protection Services), County of Fresno (the "District"), for the public protest hearing, and for the landowner voting proceedings for the levy of the special tax that will finance the police protection services within the District, including the proposed annexation territory (collectively, the "Mello-Roos Proceedings"), all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing at section 53311) of the California Government Code, commonly known as the Mello-Roos Community Facilities Act of 1982 (collectively, the "Act") for a certain area of land described herein.

Landowner acknowledges that Landowner, together with other landowners, has entered into an Agreement, dated March 26, 2019, with the County ("Agreement") for the area of land shown and described in Exhibit "A" to this Certificate, attached hereto and incorporated herein by this reference ("Land"), and land owned by the other landowners, all described as being within the boundaries of the proposed annexation territory; and

Landowner acknowledges that, in the Agreement, Landowner represents, covenants, warrants and agrees that Landowner is the sole owner of the entire fee interest of all of the real property constituting the Land, including all rights, title and interest therein, and all land and improvements thereon and therein; and

Landowner acknowledges that, as the sole owner of all of the Land, Landowner has, under the Agreement, petitioned and requested the County Board of Supervisors to conduct the Mello-Roos Proceedings for the proposed annexation of territory to the District and to include all of the area of the Land within the District in order to provide for the ongoing financing for the continual provision of certain police protection services by the District (including the proposed annexation territory), within the area of the Land, as further stated in the Agreement; and

Landowner acknowledges that County needs to be assured that Landowner is the true and correct sole owner of all of the Land so that County may conduct the Mello-Roos Proceedings; and

Landowner acknowledges that all of such representations, covenants, warranties, agreements, petition and request of Landowner, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made by Landowner; and

Landowner acknowledges that the Agreement provides that, on the request of the County, the Landowner shall promptly execute and deliver to the County any agreements, instrument, documents, and information that the County deems necessary to successfully complete the Mello-Roos Proceedings, and related matters described in the Agreement; and

The following representations, covenants, warranties and agreements are made by Landowner in furtherance of the Agreement to and for the benefit of the County to assure the County that Landowner has been and is, by law and in fact, the legally authorized sole owner of all of the Land, and will be the legally authorized sole owner of all of the Land during County's conducting of the Mello-Roos Proceedings, and related matters.

Now therefore, Landowner makes the following representations, covenants, warranties and agreements to and for the benefit of the County:

- 1. The records of the County Assessor indicate that Millerton Investments, LLC is the sole owner of all of the Land.**
- 2. Landowner is the true and correct sole owner of all of the Land, and has been the true and correct sole owner of all of the Land at all times that Landowner held and holds such land.**
- 3. To the best of the knowledge of Landowner, no other person or entity has made any claim or assertion challenging or contesting the representations made herein by Landowner.**
- 4. This Certificate, if accepted by the County, does not estop or otherwise prohibit County from taking any other action concerning the Land, which is unrelated to the Mello-Roos Proceedings.**

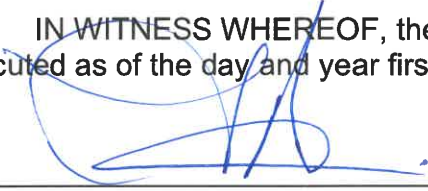
Each of the persons executing this Certificate for the Landowner is the duly authorized representative of such Landowner, and is fully authorized by the Landowner to legally bind the Landowner to this Certificate according to its terms and conditions, and to make all of the representations, covenants, warranties, and agreements provided herein.

Each of the persons executing this Certificate for the Landowner declares that all of such representations, covenants, warranties, agreements are provided in this Certificate under penalty of perjury under the laws of the State of California, and that they all are true and correct of the knowledge of each of the persons executing this Certificate.

Landowner acknowledges that all of the representations, covenants, warranties, agreements provided in this Certificate, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made.

Landowner agrees to indemnify, save, hold harmless, and at County's request, defend the County, its officers, agents, employees, and County's tax consultant, from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to County, including its officers, agents, employees, and County's tax consultant, to the extent caused by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees, and from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to any person, firm, or corporation to the extent injured or damaged by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees.

IN WITNESS WHEREOF, the Landowner has caused this Certificate to be executed as of the day and year first above written.

BY 
Farid Assemi, Managing Member
Millerton Investments, LLC

Date 4/12/19

EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA SITE #1

I, HEREBY CERTIFY THAT THE MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK, A.M. IN BOOK ____ AT PAGE(S) ____
MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

PAUL BORTIS, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

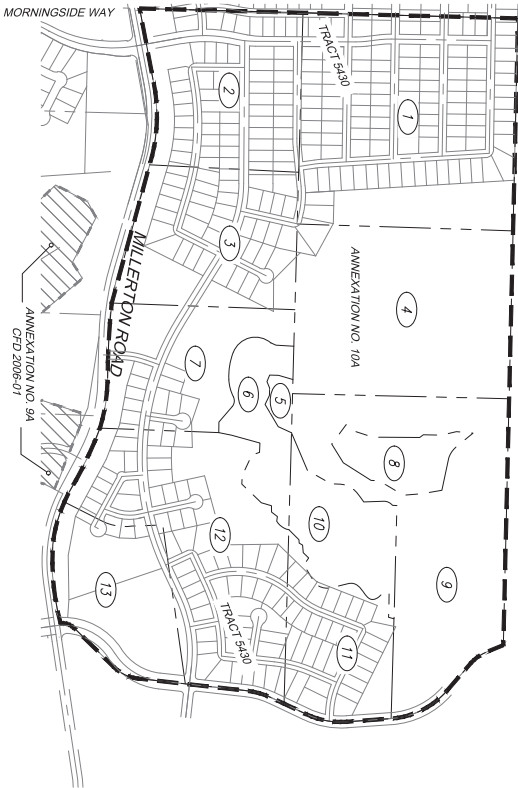
BY: _____
DEPUTY RECORDER

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.

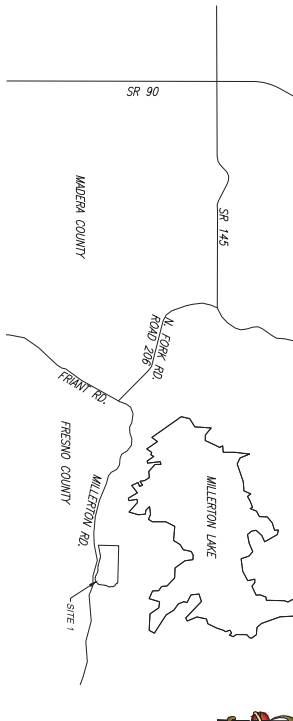
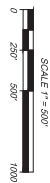
THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.

THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA", WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 200608943.

ASSMT.	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	200-02-125	1	5440
2	200-340-015	1	5440
3	200-340-015	1	5440
4	200-02-473	1	5440
5	200-340-165	1	-
6	200-340-365	1	-
7	200-340-365	1	5440
8	200-02-455	1	-
9	200-02-465	1	5440
10	200-02-465	1	5440
11	200-02-465	1	5440
12	200-340-375	1	5440
13	200-340-385	1	5440



LEGEND	
COLLECT	DESCRIPTION
	ASSESSMENT NUMBER
	LOT LINES
	CENTER LINE
	APN LINES
	PROPOSED ANNEXATION TO CSD NO. 2006-01
	EXISTING CSD NO. 2006-01



VICINITY MAP
NOT TO SCALE

PREPARED FOR:
ASSEMI GROUP
FRESNO, CA 93711
1396 W. HERDON SUITE 110
(559) 440-8308

PROJECT TITLE:
MILLERTON SPECIFIC PLAN
SHEET DESCRIPTION:
ANNEXATION MAP NO. 10A SITE 1
CITY OF: _____
COUNTY OF: FRESNO

PRECISION
CIVIL ENGINEERING, INC.
PLANNING ■ SURVEYING ■ CIVIL ENGINEERING
1234 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559-449-4500 FAX: 559-449-4515
WWW.PRECISIONENG.NET

REVISIONS
DRAWN BY: RA
CHECKED BY: DY
DATE: 3/28/19
SHEET NUMBER:
1 OF 15
JOB NUMBER:
19-046

EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA SITE #2

I, HEREBY CERTIFY THAT THE MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ AT PAGE(S) ____
MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

PAUL BORTIS, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

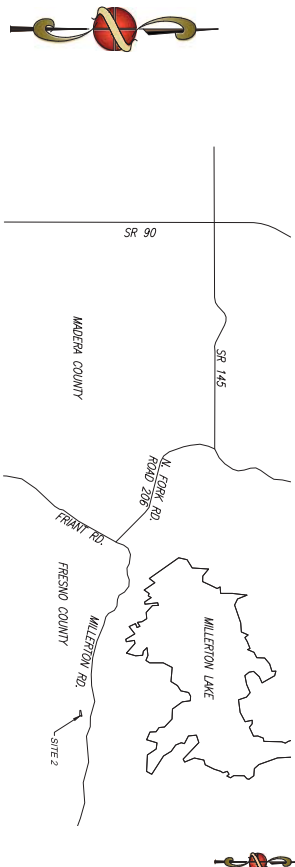
BY: _____
DEPUTY RECORDER FRESNO COUNTY RECORDER

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.
THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.

THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA," WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 200608943.

LEGEND	
OBJECT	DESCRIPTION
	ASSESSMENT NUMBER
---	LOT LINES
---	EDGE OF RIGHT-OF-WAY
---	CENTER LINE
---	APN LIMITS
---	PROPOSED ANNEXATION TO CTD NO. 2006-01
	EXISTING CTD NO. 2006-01

ASSMT.	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-032-125	2	5430



VICINITY MAP
NOT TO SCALE

PRECISION
CIVIL ENGINEERING, INC.
PLANNING ■ SURVEYING ■ CIVIL ENGINEERING
1234 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559-449-4500 FAX: 559-449-4515
WWW.PRECISIONENG.NET

PROJECT TITLE: MILLERTON SPECIFIC PLAN
SHEET DESCRIPTION: ANNEXATION MAP NO. 10A SITE 2
CITY OF: COUNTY OF: FRESNO

PREPARED FOR: ASSEMI GROUP
FRESNO, CA 93711
1396 W. HERDON SUITE 110
(559) 440-8308

REVISIONS
DRAWN BY: RA
CHECKED BY: DY
DATE: 3/29/19

SHEET NUMBER: 2 OF 15
JOB NUMBER: 19-046

EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA SITE #43

I, HEREBY CERTIFY THAT THE MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ AT PAGE(S) ____

MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

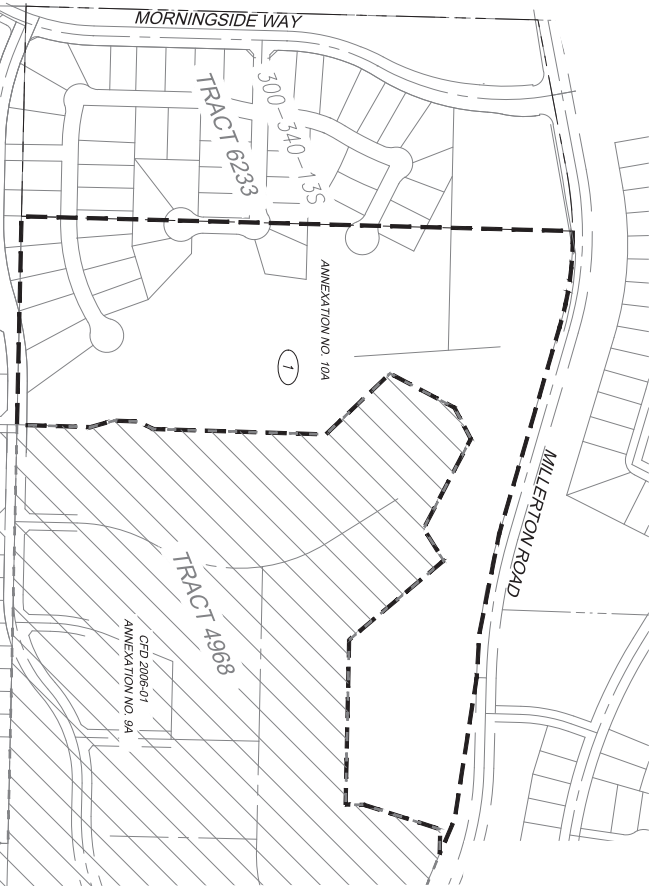
PAUL DORTS, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

BY: _____
DEPUTY RECORDER FRESNO COUNTY RECORDER

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.

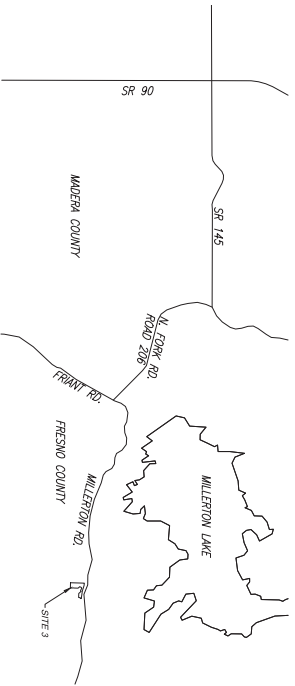
THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.

THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA", WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 200608943.



LEGEND	
OBJECT	DESCRIPTION
	ASSESSMENT NUMBER
	LOT LINES
	CENTER LINE
	APL LIMITS
	PROPOSED ANNEXATION TO CSD NO. 2006-01
	EXISTING CSD NO. 2006-01

ASSMT.	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-140-403	3	-



PRECISION CIVIL ENGINEERING, INC.
PLANNING ■ SURVEYING ■ CIVIL ENGINEERING
1234 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559-449-4500 FAX: 559-449-4515
WWW.PRECISIONENG.NET

PROJECT TITLE: MILLERTON SPECIFIC PLAN
SHEET DESCRIPTION: ANNEXATION MAP NO. 10A SITE 3
CITY OF: COUNTY OF: FRESNO

PREPARED FOR: ASSEMI GROUP
FRESNO, CA 93711
1396 W. HERDON SUITE 110
(559) 440-8308

REVISIONS
DRAWN BY: RA
CHECKED BY: DY
DATE: 3/29/19

SHEET NUMBER: 3 OF 15
JOB NUMBER: 19-046

EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA SITE #4

I, HEREBY CERTIFY THAT THE MINIMUM MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK ____ A.M. IN BOOK ____ AT PAGE(S) ____
MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

PAUL DORTS, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

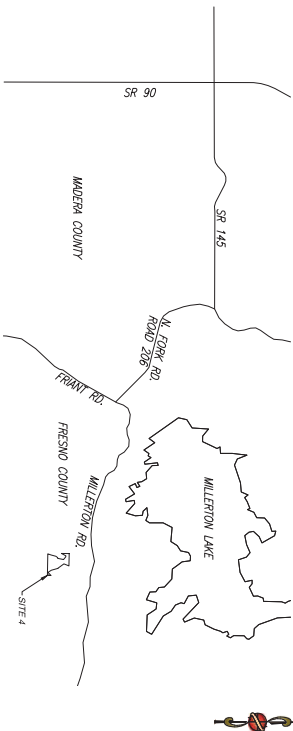
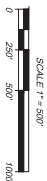
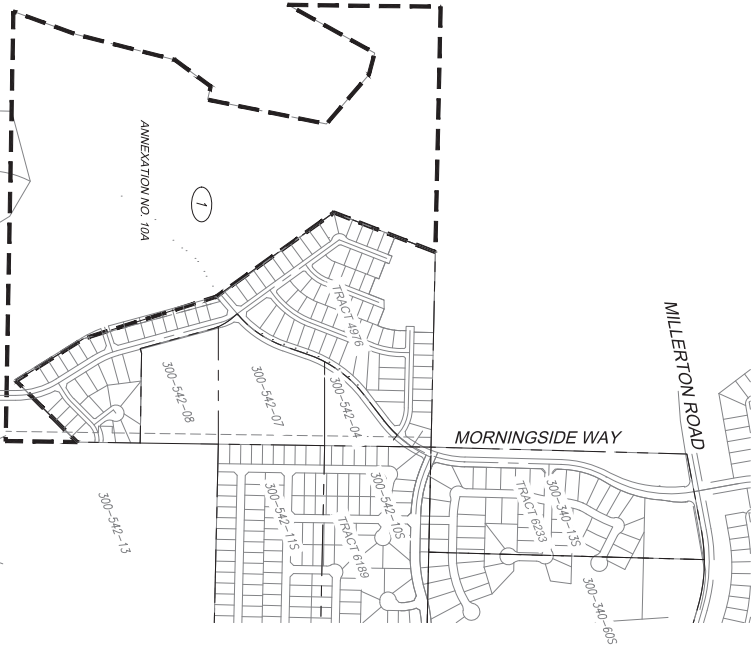
BY: _____
DEPUTY RECORDER FRESNO COUNTY RECORDER

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.
THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.

THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA," WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 2006008943.

LEGEND	
COLLECT	DESCRIPTION
	ASSESSMENT NUMBER
---	LOT LINES
---	CENTER LINE
---	APN LINES
---	PROPOSED ANNEXATION TO CTO NO. 2006-01
	EXISTING CTO NO. 2006-01

ASSMT	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-542-51	4	-



VICINITY MAP

NOT TO SCALE

PREPARED FOR:

ASSEMI GROUP
FRESNO, CA 93711
1396 W. HERDON SUITE 110
(559) 440-8308

REVISIONS

DRAWN BY: RA
CHECKED BY: DY
DATE: 3/29/19

SHEET NUMBER
4 OF 15

JOB NUMBER
19-046

PROJECT TITLE:
MILLERTON SPECIFIC PLAN

SHEET DESCRIPTION:
ANNEXATION MAP NO. 10A SITE 4

CITY OF:

COUNTY OF:
FRESNO



PLANNING ■ SURVEYING ■ CIVIL ENGINEERING
1234 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559-449-4500 FAX: 559-449-4515
WWW.PRECISIONENG.NET

SITE #1

ORDER NO. : 1411014263

SITE #2

EXHIBIT A

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

Parcels 1, 18, 19, and 20 of Parcel Map No. 3179 in the unincorporated area of the County of Fresno, State of California, according to the Amended Map thereof recorded in [Book 34, Page 94 of Parcel Maps](#), Fresno County Records.

EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October 26, 1970, recorded October 30, 1970, in [Book 5832, Page 371](#) of Official Records, Instrument No. 76311.

APN: 300-032-12 as to Parcel 1
300-340-03 as to Parcel 18
300-340-01 as to Parcel 19
300-021-27 as to Parcel 20

SITE #1
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 ONE:

That portion of Parcel A of Lot Line Adjustment No. 01-17, recorded in Document No. [20020139830](#), Official Records Fresno County, situate in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, being portions of Parcels 3 and 4, of Parcel Map No. 3179, according to the Amended Map thereof, recorded in [Book 34 of Parcel Maps, at Page 94](#), Fresno County Records, being more particularly described as follows:

Beginning at a point on the Southerly line of said Parcel 3, said point bears South 88° 10' 20" East, a distance of 85.41 feet from the Southwest corner of said Parcel 3; thence

- 1) North 03° 34' 40" West, a distance of 170.05 feet; thence
- 2) North 24° 30' 04" West, a distance of 35.61 feet; thence
- 3) North 07° 32' 54" West, a distance of 51.75 feet; thence
- 4) North 03° 32' 30" East, a distance of 54.49 feet; thence
- 5) North 14° 28' 23" West, a distance of 108.93 feet; thence
- 6) North 02° 57' 19" East, a distance of 104.61 feet; thence
- 7) South 39° 59' 09" East, a distance of 144.54 feet to the beginning of a tangent curve, concave Northeasterly, and having a radius of 117.50 feet; thence
- 8) Easterly along the arc of said tangent curve, through a central angle of 40° 11' 50", an arc distance of 82.43 feet; thence
- 9) South 80° 10' 59" East, a distance of 215.08 feet; thence
- 10) South 13° 35' 23" East, a distance of 115.70 feet; thence
- 11) South 06° 47' 35" East, a distance of 57.75 feet; thence
- 12) South 01° 39' 31" East, a distance of 73.06 feet; thence
- 13) South 26° 59' 18" West, a distance of 108.73 feet to said South line of Parcel 3; thence leaving said line
- 14) Continuing South 26° 59' 18" West, a distance of 40.43 feet to the beginning of a tangent curve, concave Southeasterly, and having a radius of 167.50 feet; thence
- 15) Southerly along the arc of said tangent curve, through a central angle of 21° 43' 59", an arc distance of 63.53 feet to a point of reverse curvature with a curve concave to the West, having a radius of 132.50 feet; thence
- 16) Southerly along the arc of said reverse curve, through a central angle of 25° 17' 33", an arc distance of 58.49 feet; thence
- 17) South 30° 32' 52" West, a distance of 134.54 feet to the beginning of a tangent curve, concave Northwesterly and having a radius of 132.50 feet; thence

- 18) Southwesterly along the arc of said tangent curve, through a central angle of 23° 00' 19", an arc distance of 53.19 feet; thence
- 19) South 53° 33' 10" West, a distance of 127.42 feet; thence
- 20) North 53° 43' 13" West, a distance of 160.87 feet; thence
- 21) North 34° 40' 56" East, a distance of 76.26 feet; thence
- 22) North 17° 08' 33" East, a distance of 120.61 feet; thence
- 23) North 00° 19' 55" East, a distance of 119.45 feet to the point of beginning.

This legal description is made pursuant to Certificate of Compliance Placer 06-32(A), recorded September 30, 2008, as Instrument No. [2008-140700](#) of Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October 26, 1970, recorded October 30, 1970, in [Book 5832, Page 371 of Official Records, Document No. 76311](#)

APN: 300-032-65

PARCEL TWO:

That portion of Parcel B of Lot Line Adjustment No. 01-17, recorded in Document No. [20020139830](#), Official Records Fresno County, situate in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, being a portion of Parcel 4, of Parcel Map No. 3179, according to the Amended Map thereof, recorded in Book 34 of Parcel Maps, at Page 94, Fresno County Records, being more particularly described as follows:

Beginning at the Southeast corner of said Parcel 4, said point also being on the centerline of an easement, a described by that Deed recorded on March 21, 1984, as Document No. [84027331 of Official Records of Fresno County](#); thence

- 1) North 88° 01' 09" West, along the South boundary line of said Parcel 4, a distance of 906.06 feet to the Northeast corner of said Parcel 16; thence
- 2) North 88° 00' 49" West, continuing along said South boundary line of Parcel 4, a distance of 52.26 feet; thence leaving said line
- 3) North 33° 37' 58" East, a distance of 48.65 feet; thence
- 4) South 86° 41' 49" East, a distance of 13.46 feet; thence
- 5) North 34° 59' 26" East, a distance of 28.87 feet; thence
- 6) North 81° 20' 15" East, a distance of 43.28 feet; thence
- 7) North 36° 39' 48" East, a distance of 45.81 feet; thence
- 8) South 52° 40' 26" East, a distance of 53.46 feet; thence
- 9) North 60° 12' 08" East, a distance of 121.33 feet; thence
- 10) North 36° 04' 52" East, a distance of 57.15 feet; thence
- 11) North 01° 54' 08" East, a distance of 51.42 feet; thence
- 12) North 15° 07' 29" West, a distance of 145.83 feet; thence
- 13) North 26° 37' 11" East, a distance of 45.12 feet; thence

- 14) North 52° 20' 01" East, a distance of 64.44 feet to the beginning of a tangent curve, concave Westerly, and having a radius of 55.00 feet; thence
- 15) Northerly along the arc of said tangent curve, through a central angle of 95° 37' 03", an arc distance of 91.79 feet; thence
- 16) North 43° 17' 02" West, a distance of 37.97 feet; thence
- 17) North 00° 06' 49" East, a distance of 31.30 feet; thence
- 18) South 88° 10' 20" East, a distance of 142.26 feet; thence
- 19) North 19° 34' 50" East, a distance of 42.00 feet to a point on the North line of said Parcel 4, said point being a distant 1093.32 feet from the Northwest corner of said Parcel 4; thence
- 20) South 88° 10' 20" East, along said North line, a distance of 629.32 feet to the Northeast corner of said Parcel 4; said corner being also on said centerline of said perpetual easement and right of way; thence continuing to follow said Easterly boundary along the subsequent courses and distances
- 21) South 03° 41' 33" East, along the Easterly boundary of said Parcel 4, a distance of 258.17 feet to the beginning of a tangent curve, concaving Westerly and having a radius of 500.00 feet; thence
- 22) Southwesterly along the arc of said tangent curve, through a central angle of 29° 26' 30", an arc distance of 256.93 feet along the East line of said Parcel 4; thence
- 23) South 25° 44' 57" West, a distance of 150.65 feet to the point of beginning.

This legal description is made pursuant to Certificate of Compliance Placer 06-32(B), recorded September 30, 2008, as Instrument No. [2008-140701](#) of Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October 26, 1970, recorded October 30, 1970, in [Book 5832, Page 371](#) of Official Records, Document No. 76311

APN: 300-032-66

PARCEL THREE:

That certain real property situate in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, being all of Parcel 2 and portions of Parcel 3, Parcel 4, Parcel 16 and Parcel 17, of Parcel Map No. 3179, according to the Amended Map thereof, recorded in Book 34 of Parcel Maps, at Page 94, Fresno County Records, being more particularly described as follows:

All of Parcel 2, together with Parcel 3 and Parcel 4 as shown on said Map, excepting therefrom the following described portion of said Parcel 3 and said Parcel 4:

Beginning at a point on the Southerly line of said Parcel 3, said point bears South 88° 10' 20" East, a distance of 85.41 feet from the Southwest corner of said Parcel 3; thence

- 1) North 03° 34' 40" West, a distance of 170.05 feet; thence
- 2) North 24° 30' 04" West, a distance of 35.61 feet; thence

- 3) North 07° 32' 54" West, a distance of 51.75 feet; thence
- 4) North 03° 32' 30" East, a distance of 54.49 feet; thence
- 5) North 14° 28' 23" West, a distance of 108.93 feet; thence
- 6) North 02° 57' 19" East, a distance of 104.61 feet; thence
- 7) South 39° 59' 09" East, a distance of 144.54 feet to the beginning of a tangent curve, concave Northeasterly and having a radius of 117.50 feet; thence
- 8) Easterly along the arc of said tangent curve, through a central angle of 40° 11' 50", an arc distance of 82.43 feet; thence
- 9) South 80° 10' 59" East, a distance of 215.08 feet; thence
- 10) South 13° 35' 23" East, a distance of 115.70 feet; thence
- 11) South 06° 47' 35" East, a distance of 57.75 feet; thence
- 12) South 01° 39' 31" East, a distance of 73.06 feet; thence
- 13) South 26° 59' 18" West, a distance of 108.73 feet to said South line of Parcel 3; thence leaving said line
- 14) Continuing South 26° 59' 18" West, a distance of 40.43 feet to the beginning of a tangent curve, concave Southeasterly and having a radius of 167.50 feet; thence
- 15) Southerly along the arc of said tangent curve, through a central angle of 21° 43' 59", an arc distance of 63.53 feet to a point of reverse curvature with a curve concave to the West, having a radius of 132.50 feet; thence
- 16) Southerly along the arc of said reverse curve, through a central angle of 25° 17' 33", an arc distance of 58.49 feet; thence
- 17) South 30° 32' 52" West, a distance of 134.54 feet to the beginning of a tangent curve, concave Northwesterly and having a radius of 132.50 feet; thence
- 18) Southwesterly along the arc of said tangent curve, through a central angle of 23° 00' 09", an arc distance of 53.19 feet; thence
- 19) South 53° 33' 10" West, a distance of 127.42 feet; thence
- 20) North 53° 43' 13" West, a distance of 160.87 feet; thence
- 21) North 34° 40' 56" East, a distance of 76.26 feet; thence
- 22) North 17° 08' 33" East, a distance of 120.61 feet; thence
- 23) North 00° 19' 55" East, a distance of 119.45 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following described portion of said Parcel 4:

Beginning at the Southeast corner of said Parcel 4, said point also being on the centerline of an easement, as described by that Deed recorded on March 21, 1984, as Document No. [84027331 of Official Records of Fresno County](#); thence

- 24) North 88° 01' 09" West, along the South boundary line of said Parcel 4, a distance of 960.06 feet to the Northeast corner of said Parcel 16; thence
- 25) North 88° 00' 49" West, continuing along said South boundary line of Parcel 4, a distance of 52.26 feet; thence leaving said line
- 26) North 33° 37' 58" East, a distance of 48.65 feet; thence
- 27) South 86° 41' 49" East, a distance of 13.46 feet; thence
- 28) North 34° 59' 26" East, a distance of 28.87 feet; thence

- 29) North 81° 20' 15" East, a distance of 43.28 feet; thence
- 30) North 36° 39' 48" East, a distance of 45.81 feet; thence
- 31) South 52° 40' 26" East, a distance of 53.46 feet; thence
- 32) North 60° 12' 08" East, a distance of 121.33 feet; thence
- 33) North 36° 04' 52" East, a distance of 57.15 feet; thence
- 34) North 01° 54' 08" East, a distance of 51.42 feet; thence
- 35) North 15° 07' 29" West, a distance of 145.83 feet; thence
- 36) North 26° 37' 11" East, a distance of 45.12 feet; thence
- 37) North 52° 20' 01" East, a distance of 64.44 feet to the beginning of a tangent curve, concave Westerly, and having a radius of 55.00 feet; thence
- 38) Northerly along the arc of said tangent curve, through a central angle of 95° 37' 03", an arc distance of 91.79 feet; thence
- 39) North 43° 17' 02" West, a distance of 37.97 feet; thence
- 40) North 00° 06' 49" East, a distance of 31.30 feet; thence
- 41) South 88° 10' 20" East, a distance of 142.26 feet; thence
- 42) North 19° 34' 50" East, a distance of 42.00 feet to a point on the North line of said Parcel 4, said point being a distant 1093.32 feet from the Northwest corner of said Parcel 4; thence
- 43) South 88° 10' 20" East, along said North line, a distance of 629.32 feet to the Northeast corner of said Parcel 4; said corner being also on said centerline of said perpetual easement and right of way; thence continuing to follow said Easterly boundary along the subsequent courses and distances
- 44) South 03° 41' 33" East, along the Easterly boundary of said Parcel 4, a distance of 258.17 feet to the beginning of a tangent curve, concaving Westerly and having a radius of 500.00 feet; thence
- 45) Southwesterly, along the arc of said tangent curve, through a central angle of 29° 26' 30", an arc distance of 256.93 feet along the East line of said Parcel 4; thence
- 46) South 25° 44' 57" West a distance of 150.65 feet to the point of beginning.

TOGETHER WITH the following described portion of said Parcel 17;

Beginning at the Northeast corner of said Parcel 17 of said Parcel Map; thence

- 47) South 02° 27' 56" West, along the East line of said Parcel 17, a distance of 449.00 feet; thence leaving said line
- 48) South 86° 19' 32" West, a distance of 40.44 feet; thence
- 49) North 54° 56' 18" West, a distance of 67.72 feet; thence
- 50) North 44° 26' 34" West, a distance of 80.51 feet; thence
- 51) North 78° 08' 56" West, a distance of 46.90 feet; thence
- 52) South 59° 51' 39" West, a distance of 46.99 feet; thence
- 53) South 79° 04' 36" West, a distance of 92.88 feet; thence
- 54) North 87° 42' 38" West, a distance of 68.89 feet; thence
- 55) North 73° 25' 16" West, a distance of 103.49 feet; thence

- 56) North 51° 58' 10" West, a distance of 38.42 feet to the beg of a tangent curve, concave Easterly and having a radius of 150.00 feet; thence
- 57) Northwesterly along the arc of said tangent curve, through a central angle of 78° 52' 27", an arc distance of 206.49 feet; thence
- 58) North 26° 54' 17" East, a distance of 73.98 feet; thence
- 59) North 02° 27' 46" East, a distance of 97.45 feet, to the North line of said Parcel 17; thence
- 60) South 88° 01' 49" East, along said North line, a distance of 551.50 feet to the point of beginning.

ALSO TOGETHER WITH the following described portion of said Parcel 16:

Beginning at the Northwest corner of said Parcel 16; thence

- 61) South 88° 40' 49" East, along the North line of said Parcel 16, a distance of 640.26 feet; thence leaving said line
- 62) South 18° 19' 33" West, a distance of 28.37 feet; thence
- 63) South 35° 29' 44" West, a distance of 30.20 feet; thence
- 64) South 49° 52' 55" West, a distance of 38.53 feet; thence
- 65) North 78° 11' 42" West, a distance of 27.37 feet; thence
- 66) South 40° 43' 47" West, a distance of 51.24 feet; thence
- 67) North 88° 40' 06" West, a distance of 41.90 feet; thence
- 68) South 15° 08' 58" West, a distance of 73.29 feet; thence
- 69) South 46° 09' 43" West, a distance of 55.48 feet; thence
- 70) South 36° 36' 49" West, a distance of 63.28 feet to the beginning point of a tangent curve concave Northerly and having a radius of 80.00 feet; thence
- 71) Westerly along the arc of said tangent curve, through a central angle of 80° 04' 45", an arc distance of 111.81 feet; thence
- 72) North 63° 18' 26" West, a distance of 68.81 feet; thence
- 73) North 67° 22' 27" West, a distance of 48.38 feet; thence
- 74) North 48° 13' 57" West, a distance of 30.67 feet; thence
- 75) North 17° 02' 16" West, a distance of 42.79 feet; thence
- 76) North 87° 28' 10" West, a distance of 57.59 feet; thence
- 77) South 15° 33' 44" West, a distance of 211.75 feet; thence
- 78) South 47° 56' 20" West, a distance of 64.91 feet to a point on the West line of said Parcel 16 distant 730.34 feet from the Southwest corner of said Parcel; thence
- 79) North 02° 27' 56" East, along said West line, a distance of 449.00 feet to the point of beginning.

This legal description is made pursuant to Certificate of Compliance Placer 06-33(A), recorded September 30, 2008, as Instrument No. [2008-140703](#) of Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October

26, 1970, recorded October 30, 1970, in [Book 5832, Page 371](#) of Official Records, Document No. 76311

APN: 300-032-47;
300-032-68;
300-032-69;
300-340-16; and
300-340-36

PARCEL FOUR:

That certain real property situate in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, being a portion Parcel 17 of Parcel Map No. 3179, according to the Amended Map thereof, recorded in Book 34 of Parcel Maps, at Page 94, Fresno County Records, being more particularly described as follows:

All of said Parcel 17, excepting therefrom the following described portion:

Beginning at the Northeast corner of said Parcel 17, of said Parcel Map; thence

- 1) South 02° 27' 56" West, along the East line of said Parcel 17, a distance of 449.00 feet; thence leaving said line
- 2) South 86° 19' 32" West, a distance of 40.44 feet; thence
- 3) North 54° 56' 18" West, a distance of 67.72 feet; thence
- 4) North 44° 26' 34" West, a distance of 80.51 feet; thence
- 5) North 78° 08' 56" West, a distance of 46.90 feet; thence
- 6) South 59° 51' 39" West, a distance of 46.99 feet; thence
- 7) South 79° 04' 36" West, a distance of 92.88 feet; thence
- 8) North 87° 42' 38" West, a distance of 68.89 feet; thence
- 9) North 73° 25' 16" West, a distance of 103.49 feet; thence
- 10) North 51° 58' 10" West, a distance of 38.42 feet to the beginning of a tangent curve, concave Easterly and having a radius of 150.00 feet; thence
- 11) Northwesterly along the arc of said tangent curve, through a central angle of 78° 52' 27", an arc distance of 206.49 feet; thence
- 12) North 26° 54' 17" East, a distance of 73.98 feet; thence
- 13) North 02° 27' 46" East, a distance of 97.45 feet, to the North line of said Parcel 17; thence
- 14) South 88° 01' 49" East, along said North line, a distance of 551.50 feet to the point of beginning.

This legal description is made pursuant to Certificate of Compliance Placer 06-32(C), recorded September 30, 2008, as Instrument No. [2008-140702](#) of Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October

26, 1970, recorded October 30, 1970, in [Book 5832, Page 371](#) of Official Records, Document No. 76311

APN: 300-340-30

PARCEL FIVE:

That certain real property situate in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, being a portion of Parcel 15 and Parcel 16, of Parcel Map No. 3179, according to the Amended Map thereof, recorded in Book 34 of Parcel Maps, at Page 94, Fresno County Records, being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 15; thence

- 1) South $01^{\circ} 09'$ East, along the North line of said Parcel 15, a distance of 960.06 feet to the Northeast corner of said Parcel, said point also being on the centerline of an easement as described by that Deed recorded on March 21, 1984, as Document No. [84027331](#) of Official Records Fresno County; thence continuing along the East line of said Parcel 15, following the subsequent courses and distances
- 2) South $25^{\circ} 44' 57''$ West, a distance of 80.81 feet to the beginning of a tangent curve, concave Easterly and having a radius of 500.00 feet; thence
- 3) Southerly along the arc of said tangent curve, through a central angle of $18^{\circ} 57' 19''$, an arc distance of 165.42 feet along said easement; thence
- 4) South $06^{\circ} 47' 38''$ West, a distance of 395.29 feet along said easement; thence
- 5) North $83^{\circ} 12' 22''$ West, a distance of 52.77 feet along said easement to a tangent curve, concave Southerly and having a radius of 206.00 feet; thence
- 6) Westerly along the arc of said tangent curve, through a central angle of $12^{\circ} 57' 42''$, an arc distance of 46.60 feet; thence leaving said East line
- 7) South $83^{\circ} 49' 56''$ West, a distance of 768.81 feet, to the West line of said Parcel 15; thence
- 8) North $02^{\circ} 28' 05''$ East, along said West line, a distance of 733.32 feet to the point of beginning.

TOGETHER WITH the following described portion of said Parcel 16:

All of said Parcel 16 excepting therefrom the following described portion:

Beginning at the Northwest corner of said Parcel 16; thence

- 9) South $88^{\circ} 00' 49''$ East, along the North line of said Parcel 16, a distance of 640.26 feet; thence leaving said line
- 10) South $18^{\circ} 19' 33''$ West, a distance of 28.37 feet; thence
- 11) South $35^{\circ} 29' 44''$ West, a distance of 30.20 feet; thence
- 12) South $49^{\circ} 52' 55''$ West, a distance of 38.53 feet; thence
- 13) North $78^{\circ} 11' 42''$ West, a distance of 27.37 feet; thence

- 14) South 40° 43' 47" West, a distance of 51.24 feet; thence
- 15) North 88° 40' 06" West, a distance of 41.90 feet; thence
- 16) South 15° 08' 58" West, a distance of 73.29 feet; thence
- 17) South 46° 09' 43" West, a distance of 55.48 feet; thence
- 18) South 36° 36' 49" West, a distance of 63.28 feet to the beginning point of a tangent curve concave Northeasterly and having a radius of 80.00 feet; thence
- 19) Westerly along the arc of said tangent curve, through a central angle of 80° 04' 45", an arc distance of 111.81 feet; thence
- 20) North 63° 18' 26" West, a distance of 68.81 feet; thence
- 21) North 67° 22' 27" West, a distance of 48.38 feet; thence
- 22) North 48° 13' 57" West, a distance of 30.67 feet; thence
- 23) North 17° 02' 16" West, a distance of 42.79 feet; thence
- 24) North 87° 28' 10" West, a distance of 57.59 feet; thence
- 25) South 15° 33' 44" West, a distance of 211.75 feet; thence
- 26) South 47° 56' 20" West, a distance of 64.91 feet to a point on the West line of said Parcel 16 distant 730.34 feet from the Southwest corner of said Parcel; thence
- 27) North 02° 27' 56" East, along said West line, a distance of 449.00 feet to the point of beginning

ALSO EXCEPTING the following described portion of said Parcel 16:

Beginning at the Southeast corner of said Parcel 16; thence

- 28) North 02° 28' 05" East, along the East line of said Parcel 16, a distance of 713.15 feet; thence leaving said line
- 29) South 83° 49' 56" West, a distance of 95.20 feet; thence
- 30) South 05° 05' 45" East, a distance of 182.13 feet; thence
- 31) South 04° 21' 10" West, a distance of 91.90 feet; thence
- 32) South 08° 43' 30" West, a distance of 28.62 feet; thence
- 33) South 15° 17' 15" West, a distance of 57.23 feet; thence
- 34) South 21° 23' 56" West, a distance of 54.53 feet; thence
- 35) South 46° 44' 14" West, a distance of 261.69 feet, to the Southerly boundary of said Parcel 16, said point also being the beginning of a non-tangent curve concave Northerly and having a radius of 886.91 feet, a radial to said point bears South 23° 15' 53" West; thence
- 36) Easterly, following the Southerly boundary of said Parcel 16, along the arc of said non-tangent curve, through a central angle of 14° 16' 48", an arc distance of 221.05 to the point of beginning.

This legal description is made pursuant to Certificate of Compliance Placer 06-33(B), recorded September 30, 2008, as Instrument No. [2008-140704](#) of Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October

26, 1970, recorded October 30, 1970, in [Book 5832, Page 371](#) of Official Records, Document No. 76311

APN: 300-340-37

PARCEL SIX:

That certain real property situate in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, being a portion of Parcel 15 and Parcel 16 of Parcel Map No. 3179, according to the Amended Map thereof, recorded in Book 34 of Parcel Maps, at Page 94, Fresno County Records, being more particularly described as follows:

All of said Parcel 15, excepting the following described portion:

Beginning at the Northwest corner of said Parcel 15; thence;

- 1) South 88° 01' 09" East, along the North line of said Parcel 15, a distance of 960.06 feet to the Northeast corner of said Parcel, said point also being on the centerline of an easement as described by that Deed recorded on March 21, 1984, as Document No. [84027331](#) of Official Records, Fresno County; thence continuing along the East line of said Parcel 15, following the subsequent course and distances:
- 2) South 25° 44' 57" West, a distance of 80.81 feet to the beginning of a tangent curve, concave Easterly and having a radius of 500.00 feet; thence
- 3) Southerly along the arc of said tangent curve, through a central angle of 18° 57' 19", an arc distance of 165.42 feet along said easement; thence
- 4) South 06° 47' 38" West, a distance of 395.29 feet along said easement; thence
- 5) North 83° 12' 22" West, a distance of 52.77 feet along said easement to a tangent curve, concave Southerly and having a radius of 206.00 feet; thence
- 6) Westerly along the arc of said tangent curve, through a central angle of 12° 57' 42", an arc distance of 46.60 feet; thence leaving said line
- 7) South 83° 49' 56" West, a distance of 768.81 feet, to the West line of said Parcel 15; thence
- 8) North 02° 28' 05" East, along said West line, a distance of 733.32 feet to the point of beginning.

TOGETHER WITH the following described portion of said Parcel 16:

Beginning at the Southeast corner of said Parcel 16; thence

- 9) North 02° 28' 05" East, along the East line of said Parcel 16, a distance of 713.15 feet; thence leaving said line
- 10) South 83° 49' 56" West, a distance of 95.20 feet; thence
- 11) South 05° 05' 45" East, a distance of 182.13 feet; thence
- 12) South 04° 21' 10" West, a distance of 91.90 feet; thence
- 13) South 08° 43' 30" West, a distance of 28.62 feet; thence
- 14) South 15° 17' 15" West, a distance of 57.23 feet; thence

- 15) South 21° 23' 56" West, a distance of 54.53 feet; thence
- 16) South 26° 44' 14" West, a distance of 261.69 feet to the Southerly boundary of said Parcel 16, said point also being the beginning of a non-tangent curve concave Northerly and having a radius of 886.91 feet, a radial to said point bears South 23° 15' 53" West; thence
- 17) Easterly following the Southerly boundary of said Parcel 16 along the arc of said non-tangent curve, through a central angle of 14° 16' 48", an arc distance of 221.05 to the point of beginning.

This legal description is made pursuant to Certificate of Compliance Placer 06-33(C), recorded September 30, 2008, as Instrument No. [2008-140705](#) of Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October 26, 1970, recorded October 30, 1970, in [Book 5832, Page 371](#) of Official Records, Document No. 76311

APN: 300-340-38

EXHIBIT A (SITE 3)

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

Tract IV:

PARCEL 2 OF PARCEL MAP NO. 5988, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 41 PAGE 22 PARCEL MAPS, FRESNO COUNTY RECORDS; EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN BOOK 5832 PAGE 371 OF OFFICIAL RECORDS, INSTRUMENT NO. 76311.

EXCEPTING THEREFROM A PORTION OF SAID PARCEL 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 227.35 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-1);

THENCE NORTH 15°24'03" WEST A DISTANCE OF 73.70 FEET;

THENCE NORTH 01°47'08" EAST PARALLEL WITH AND 21.78 FEET WESTERLY FROM EAST LINE OF SAID PARCEL 2, A DISTANCE OF 75.29 FEET;

THENCE NORTH 26°56'00" EAST A DISTANCE OF 51.24 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2;

THENCE ALONG SAID EAST LINE SOUTH 01°47'08" WEST A DISTANCE OF 192.08 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-1).

ALSO EXCEPTING THEREFROM A PORTION OF SAID PARCEL 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 950.66 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-2);

THENCE NORTH 43°29'57" WEST A DISTANCE OF 272.21 FEET;

THENCE NORTH 27°53'00" EAST A DISTANCE OF 224.53 FEET;

THENCE NORTH 62°31'36" EAST A DISTANCE OF 108.51 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2;

THENCE ALONG SAID EAST LINE SOUTH 01°47'08" WEST A DISTANCE OF 446.20 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-2).

TOGETHER WITH PORTIONS OF PARCELS 20 AND 21 OF PARCEL MAP NO. 5349 RECORDED IN BOOK 34 AT PAGES 19 AND 20 OF PARCEL MAPS, FRESNO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG THE WEST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 1396.86 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-3);

THENCE SOUTH 62°15'02" EAST A DISTANCE OF 311.63 FEET;

THENCE NORTH 58°08'13" EAST A DISTANCE OF 116.44 FEET;

THENCE SOUTH 39°59'15" EAST A DISTANCE OF 379.36 FEET;

THENCE SOUTH 88°45'40" EAST A DISTANCE OF 506.61 FEET;

THENCE NORTH 01°14'20" EAST A DISTANCE OF 57.39 FEET;

THENCE NORTH 17°48'29" EAST A DISTANCE OF 245.56 FEET;

THENCE NORTH 88°45'40" WEST A DISTANCE OF 75.50 FEET;

THENCE NORTH 66°34'29" WEST A DISTANCE OF 115.47 FEET;

THENCE NORTH 81°09'12" WEST A DISTANCE OF 441.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MILLERTON ROAD AS DESCRIBED IN DOCUMENT NUMBER 23913, RECORDED IN BOOK 6568, PAGE 294, OFFICIAL RECORDS OF FRESNO COUNTY;

THENCE WESTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF MILLERTON ROAD TO THE NORTHWEST CORNER OF LOT 21 OF SAID MAP;

THENCE ALONG THE WEST LINE OF SAID PARCEL 21 SOUTH 01°47'08" WEST A DISTANCE OF 171.32 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-3).

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

APN: 300-340-60 (new, not yet assessed)

EXHIBIT A (SITE 4)

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

Tract III:

Portions of Section 15 and Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, being more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 16; thence

- 1) South 88° 20' 25" East, along the North line of said Northeast quarter, a distance of 1,509.93 feet to the Northwest corner of that parcel of land described in Document No. 2006-0143583, Official Records of Fresno County; thence along the Westerly boundary of said Parcel following subsequent courses and distances
- 2) South 21° 41' 28" West, a distance of 670.08 feet; thence
- 3) South 35° 31' 20" East, a distance of 830.19 feet; thence
- 4) South 40° 21' 32" East, a distance of 60.00 feet; thence
- 5) North 49° 38' 28" East, a distance of 27.92 feet; thence
- 6) South 14° 49' 50" East, a distance of 871.78 feet; thence
- 7) South 31° 36' 17" East, a distance of 489.62 feet; thence
- 8) North 45° 31' 54" East, a distance of 531.57 feet to the East line of said Northeast quarter of Section 16; thence
- 9) South 01° 13' 22" West, along said East line, a distance of 439.13 feet to the Northwest corner of the Southwest quarter of said Section 15; thence
- 10) South 88° 13' 13" East, along the North line of said Southwest quarter, a distance of 755.75 feet to the centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances
- 11) South 19° 56' 46" West, a distance of 72.49 feet; thence
- 12) North 85° 00' 30" West, a distance of 64.24 feet; thence
- 13) South 31° 16' 41" West, a distance of 173.07 feet; thence
- 14) South 07° 32' 49" West, a distance of 30.34 feet; thence
- 15) South 60° 14' 25" East, a distance of 15.12 feet; thence
- 16) North 51° 58' 21" East, a distance of 50.64 feet; thence
- 17) South 68° 02' 55" East, a distance of 20.01 feet; thence
- 18) South 08° 04' 11" East, a distance of 109.28 feet; thence
- 19) South 42° 12' 02" West, a distance of 12.77 feet; thence
- 20) North 87° 31' 46" West, a distance of 32.39 feet; thence

- 21) South 37° 15' 35" West, a distance of 11.40 feet; thence
- 22) South 17° 57' 04" East, a distance of 71.26 feet; thence
- 23) South 03° 52' 53" West, a distance of 77.17 feet; thence
- 24) South 37° 58' 25" West, a distance of 77.17 feet; thence
- 25) South 58° 06' 28" West, a distance of 52.04 feet; thence
- 26) North 55° 36' 08" West, a distance of 24.13 feet; thence
- 27) North 10° 41' 15" East, a distance of 88.28 feet; thence
- 28) North 35° 44' 47" West, a distance of 13.78 feet; thence
- 29) North 82° 10' 48" West, a distance of 56.38 feet; thence
- 30) South 70° 01' 31" West, a distance of 25.44 feet; thence
- 31) South 02° 10' 27" East, a distance of 47.81 feet; thence
- 32) South 87° 49' 33" West, a distance of 23.35 feet; thence
- 33) North 25° 34' 05" West, a distance of 33.23 feet; thence
- 34) North 45° 05' 04" West, a distance of 87.86 feet; thence
- 35) North 21° 03' 30" West, a distance of 82.48 feet; thence
- 36) South 66° 29' 29" West, a distance of 48.38 feet; thence
- 37) South 27° 08' 46" East, a distance of 61.63 feet; thence
- 38) South 54° 42' 00" West, a distance of 49.76 feet; thence
- 39) North 58° 26' 10" West, a distance of 123.11 feet; thence
- 40) South 62° 09' 18" West, a distance of 30.53 feet; thence
- 41) South 02° 44' 45" West, a distance of 47.97 feet; thence
- 42) South 41° 03' 28" East, a distance of 73.48 feet; thence
- 43) South 24° 09' 27" West, a distance of 53.77 feet; thence
- 44) South 75° 42' 11" West, a distance of 52.74 feet; thence
- 45) South 35° 36' 50" West, a distance of 206.11 feet to a point on the West line of said Southwest quarter of Section 15, said point being a distance of 721.70 feet Southwesterly of said Northwest corner of the Southwest quarter; thence leaving said West line and continuing along said centerline of White Fox Creek
- 46) South 35° 36' 50" West, a distance of 172.00 feet; thence leaving said centerline
- 47) South 02° 29' 55" West, a distance of 186.99 feet to the Northeasterly corner of that parcel of land described in Document No. 2002-0037453, Official Records of Fresno County; thence along the Northwesterly boundary of a said Parcel following the subsequent courses and distances
- 48) North 83° 40' 49" West, a distance of 195.90 feet; thence
- 49) North 06° 19' 11" East, a distance of 52.82 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 300.00 feet; thence along said curve
- 50) Northwesterly, through a central angle of 106° 50' 52", an arc distance of 559.45 feet;

thence

- 51) North 86° 42' 28" West, a distance of 69.89 feet; thence
- 52) South 41° 22' 04" West, a distance of 69.43 feet; thence
- 53) South 09° 21' 54" West, a distance of 192.94 feet; thence
- 54) South 39° 01' 45" West, a distance of 684.84 feet; thence
- 55) South 57° 43' 24" West, a distance of 122.18 feet; thence
- 56) South 34° 20' 50" West, a distance of 399.53 feet; thence
- 57) South 56° 48' 34" West, a distance of 179.21 feet; thence
- 58) South 22° 15' 42" West, a distance of 118.88 feet; thence
- 59) South 34° 05' 12" East, a distance of 60.87 feet; thence leaving said Northwesterly boundary
- 60) South 38° 49' 04" West, a distance of 106.13 feet, returning to said centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances
- 61) South 10° 05' 17" West, a distance of 146.41 feet; thence
- 62) South 12° 27' 46" East, a distance of 128.54 feet; thence
- 63) South 20° 18' 39" West, a distance of 86.52 feet; thence
- 64) South 71° 09' 21" West, a distance of 160.16 feet; thence
- 65) South 57° 24' 44" West, a distance of 39.40 feet to the South line of the Southeast quarter of said 16; thence
- 66) North 88° 48' 08" West, along said South line, a distance of 70.53 feet to the Southwest corner of the East half of the West half of said Southeast quarter; thence
- 67) North 01° 09' 59" East, along the West line of said East half, a distance of 988.87 feet to the most Southerly corner of that parcel of land described in Document No. 2002-0037456, Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances
- 68) South 88° 17' 13" East, a distance of 172.04 feet; thence
- 69) North 50° 29' 02" East, a distance of 229.77 feet; thence
- 70) North 37° 55' 01" East, a distance of 582.64 feet; thence
- 71) North 44° 57' 55" East, a distance of 366.25 feet; thence
- 72) South 60° 57' 51" East, a distance of 178.34 feet; thence
- 73) North 21° 17' 26" East, a distance of 578.19 feet; thence
- 74) North 36° 13' 26" West, a distance of 681.91 feet; thence
- 75) North 00° 55' 14" West, a distance of 634.33 feet; thence
- 76) North 35° 39' 41" West, a distance of 126.89 feet; thence
- 77) North 49° 38' 17" East, a distance of 67.61 feet; thence
- 78) North 40° 21' 43" West, a distance of 119.90 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 360.00 feet; thence along said curve

- 79) Northwesterly, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence
80) North 86° 09' 27" West, a distance of 306.42 feet; thence
81) North 88° 20' 01" West, a distance of 298.19 feet; thence
82) South 45° 06' 32" West, a distance of 167.09 feet; thence
83) North 88° 57' 00" West, a distance of 84.95 feet; thence
84) South 03° 16' 52" West, a distance of 127.97 feet; thence
85) South 06° 39' 54" East, a distance of 61.17 feet; thence
86) South 02° 53' 11" West, a distance of 363.84 feet; thence
87) North 63° 00' 46" East, a distance of 442.99 feet; thence
88) South 35° 42' 32" East, a distance of 146.77 feet; thence
89) South 39° 24' 48" West, a distance of 98.07 feet; thence
90) South 53° 32' 51" West, a distance of 704.59 feet; thence
91) South 01° 09' 59" West, a distance of 397.31 feet to the Northwest corner of said East half; thence
92) North 88° 34' 23" West, along the South line of said Northeast quarter of Section 16, a distance of 613.41 feet to the Southeasterly corner of that parcel of land described in Document No. 2002-0037457, Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances
93) North 20° 25' 28" East, a distance of 413.22 feet; thence
94) North 14° 51' 32" East, a distance of 626.05 feet; thence
95) North 36° 58' 51" East, a distance of 273.76 feet; thence
96) South 76° 43' 55" East, a distance of 83.61 feet; thence
97) North 11° 58' 51" East, a distance of 745.82 feet; thence
98) North 48° 42' 42" West, a distance of 398.99 feet; thence
99) North 74° 41' 00" West, a distance of 13969 feet; thence
100) South 29° 28' 42" West, a distance of 611.16 feet to the West line of said Northeast quarter of Section 16; thence
101) North 01° 08' 39" East, along the West line of said Northeast quarter, a distance of 940.87 feet to the point of beginning.

This legal is made pursuant to that certain Certificate of Correction recorded August 22, 2008, as Instrument No. 2008-0120599 of Official Records.

TOGETHER WITH that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, a distance of 397.31 feet; thence North 53° 08' 19" East, a distance of 704.59 feet; thence North 39° 00' 16" East, a distance of 98.07 feet;

thence North 36° 07' 04" West, a distance of 146.77 feet; thence South 62° 36' 14" West, a distance of 442.99 feet; thence North 02° 28' 39" East, a distance of 363.84 feet; thence North 07° 04' 26" West, a distance of 61.17 feet; thence North 02° 52' 20" East, a distance of 127.97 feet; thence South 89° 21' 32" East, a distance of 84.95 feet; thence North 44° 42' 00" East, a distance of 167.09 feet; thence South 88° 44' 33" East, a distance of 298.19 feet; thence South 06° 33' 59" East, a distance of 306.42 feet to a point on a non-tangent curve, concave to the Southwest, with a radius of 360.00 feet (the radial to said point bears North 33° 02' 19" East); thence Southeasterly along said curve, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence South 40° 46' 15" East, a distance of 119.90 feet; thence South 49° 13' 45" West, a distance of 67.61 feet; thence South 36° 04' 13" East, a distance of 126.89 feet; thence South 01° 19' 46" East, a distance of 634.33 feet; thence South 36° 37' 58" East, a distance of 681.91 feet; thence South 20° 52' 54" West, a distance of 578.18 feet; thence North 61° 22' 23" West, a distance of 178.34 feet; thence South 44° 33' 23" West, a distance of 366.25 feet; thence South 37° 30' 29" West, a distance of 582.64 feet; thence South 50° 04' 30" West, a distance of 229.77 feet; thence North 88° 41' 45" West, a distance of 172.04 feet to a point on the West line of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, along said West line of the East half of the West half of the Southeast quarter of Section 16, a distance of 1,637.46 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying South of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

ALSO that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Commencing at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 69° 57' 24" East, a distance of 446.22 feet to the true point of beginning of this description; thence South 64° 45' 59" East, a distance of 249.90 feet; thence South 36° 37' 58" East, a distance of 511.79 feet; thence South 20° 52' 54" West, a distance of 305.34 feet; thence North 61° 22' 23" West, a distance of 198.44 feet to the point of curvature of a curve, concave to the Northeast, with a radius of 560.00 feet; thence Northwesterly and Northeasterly along said curve, through a central angle 84° 03' 01", an arc distance of 821.49 feet to the true point of beginning.

EXCEPTING THEREFROM that portion lying South of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

This legal description is made pursuant to that certain Certificate approving a Lot Line Adjustment, Certificate No. 12-18, shown as Parcel A, recorded May 24, 2013, as Instrument No. 2013-75084 of Official Records.

APN: 300-542-51



OLD REPUBLIC
TITLE COMPANY

EXHIBIT B

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

PRELIMINARY REPORT

Our Order Number 1411014263-DB

MILLERTON INVESTMENTS, LLC
1396 W. Herndon Ave., Ste. 101
Fresno, CA 93711

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Friant, CA 93626

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

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

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

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

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

Dated as of February 21, 2019, at 8:00 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014263-DB

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

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

Millerton Investments, LLC, a California limited liability company

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

Parcels 1, 18, 19, and 20 of Parcel Map No. 3179 in the unincorporated area of the County of Fresno, State of California, according to the Amended Map thereof recorded in [Book 34, Page 94 of Parcel Maps](#), Fresno County Records.

EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October 26, 1970, recorded October 30, 1970, in [Book 5832, Page 371](#) of Official Records, Instrument No. 76311.

APN: 300-032-12 as to Parcel 1
300-340-03 as to Parcel 18
300-340-01 as to Parcel 19
300-021-27 as to Parcel 20

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 2019 - 2020, a lien, but not yet due or payable.
2. 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.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014263-DB

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

Granted To : County Fresno
For : Public road
Recorded : [in Book 172 of Deeds, Page 236](#)
Affects : Portion of Parcel 20 as described therein

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

Granted To : San Joaquin Power Company
For : Poles and wires for a telephone line, and public utilities
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : The location of the easement cannot be determined from record information

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

Granted To : Pacific Gas and Electric Company
For : Public utilities
Recorded : [August 22, 1945 in Book 2264 of Official Records, Page 269 under Recorder's Serial Number 32818](#)
Affects : The location of the easement cannot be determined from record information

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

Granted To : Pacific Gas and Electric Company
For : Single pole lines
Recorded : [September 8, 1945 in Book 2273 of Official Records, Page 190](#)
Affects : Parcel 19

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014263-DB

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Pacific Gas and Electric Company
For : Public utilities
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : The location of the easement cannot be determined from record information
8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno
For : Public road
Recorded : [March 23, 1976 in Book 6568 of Official Records, Page 294 under Recorder's Serial Number 23913](#)
Affects : Parcels Seven, Eight, Nine and Ten, as described therein
9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Halbert C. Abbate, Walter E. Lambrecht and Joanne E. Lambrecht
For : Rights of way
Recorded : [June 20, 1977 in Official Records under Recorder's Serial Number 1977-76260](#)
Affects : Parcels 1, 19 and 20, as described therein

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

For : Various Streams
Affects : As shown on Map

For : Existing PG&E Pole Line
Affects : As shown on Map

For : Non-Exclusive Private Road
Affects : As shown on Map

For : Prescriptive R/W Existing
Affects : As shown on Map

For : Road to Millerton Recreation Area
Affects : As shown on Map

11. Recitals as shown or noted on the filed map.

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

Granted To : The Ponderosa Telephone Company
For : Public utilities
Recorded : [May 16, 1984 in Official Records under Recorder's Serial Number 84-047398](#)
Affects : The location of the easement cannot be determined from record information

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

Granted To : The Ponderosa Telephone Company
For : Public utilities
Recorded : [May 16, 1984 in Official Records under Recorder's Serial Number 84-047399](#)
Affects : The location of the easement cannot be determined from record information

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014263-DB

14. Declaration Covenants and Restrictions dated May 14, 2014 by and between The Clarksfield Company, a California corporation, and Millerton Investments, LLC, a California limited liability company, formerly Visalia Land Holdings, LLC,

Recorded : May 29, 2014, in Official Records under Recorder's Serial Number [2014-0060125](#)

Among other things said restrictions limits the use of the property described as Parcel 10 herein until August 17, 2020.

15. Matters contained in document entitled "Grant of Interest in Existing Well and Well Production and Related Pipeline Easement" dated May 15, 2014, by and between Millerton Investments, LLC, a California limited liability company, formerly Visalia Land Holdings, LLC, and The Clarksfield Company, Inc., a California corporation,

Recorded : May 29, 2014, in Official Records under Recorder's Serial Number [2014-0060126](#)

Among other things said instrument grants 30% of the Water Well's water production capacity in excess of 14 GPM to The Clarksfield Company, Inc., a California corporation and ancillary easements necessary for the use of the Water Well and related pipeline easements for the transmission of the water produced by the Water Well.

Affects the Water Well as located on the herein described Parcel 4 and related easements over and across Parcels 4, 5 and 6, described herein.

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

Amount : \$4,900,000.00
Trustor/Borrower : Millerton Investments, 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 : July 6, 2016
Recorded : [August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114793](#)
Loan No. : 2425L
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other land

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

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

Instrument
Entitled : Grant Deed
By/From : Millerton Investments, LLC, a California limited liability company (who
acquired title asl Visalia Land Holdings, LLC, a California limited
liability company)
To : Millerton Investments, LLC, a California limited liability company
Recorded : [August 4, 2017 in Official Records under Recorder's Serial Number
2017-0097259](#)

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 (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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

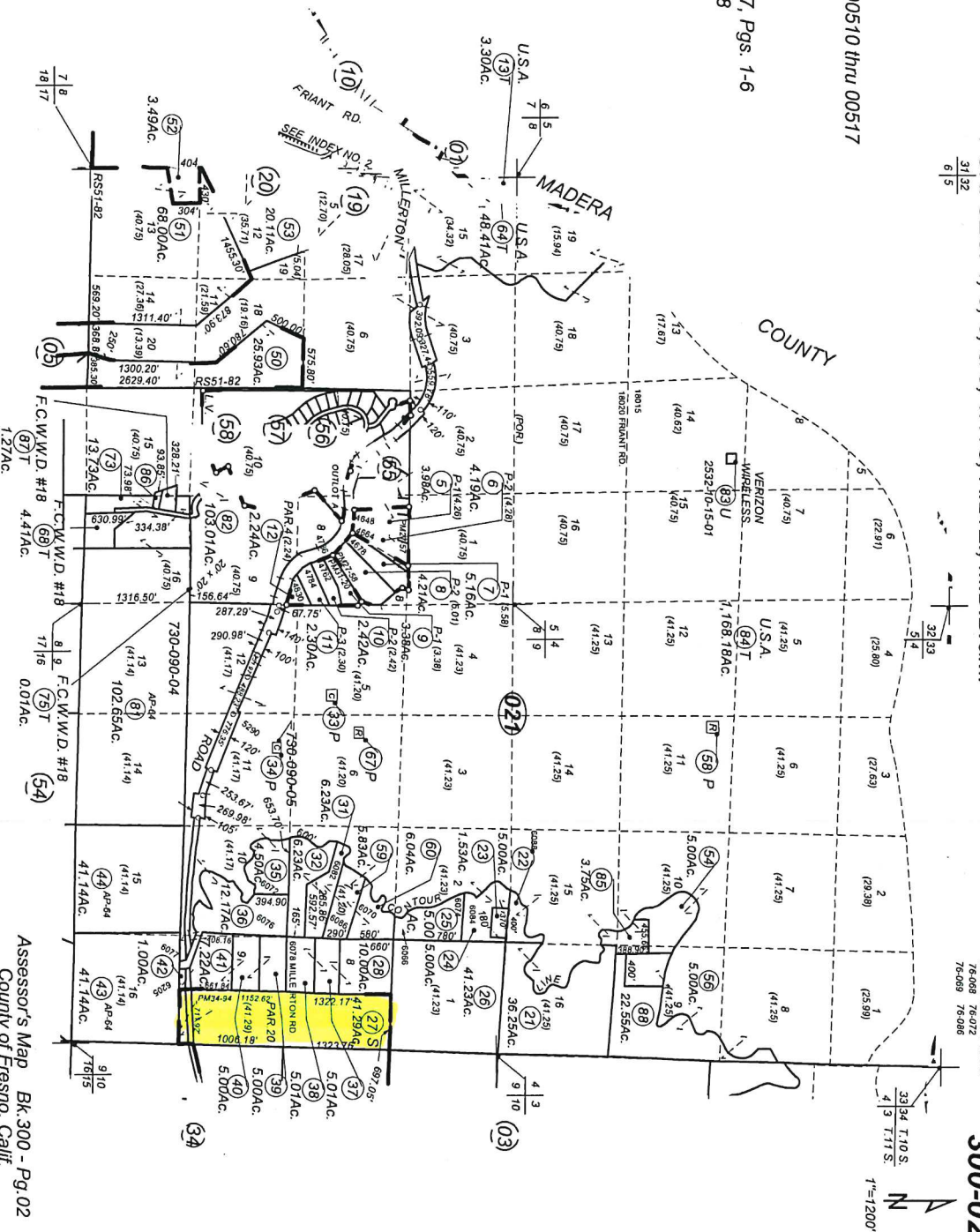
Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

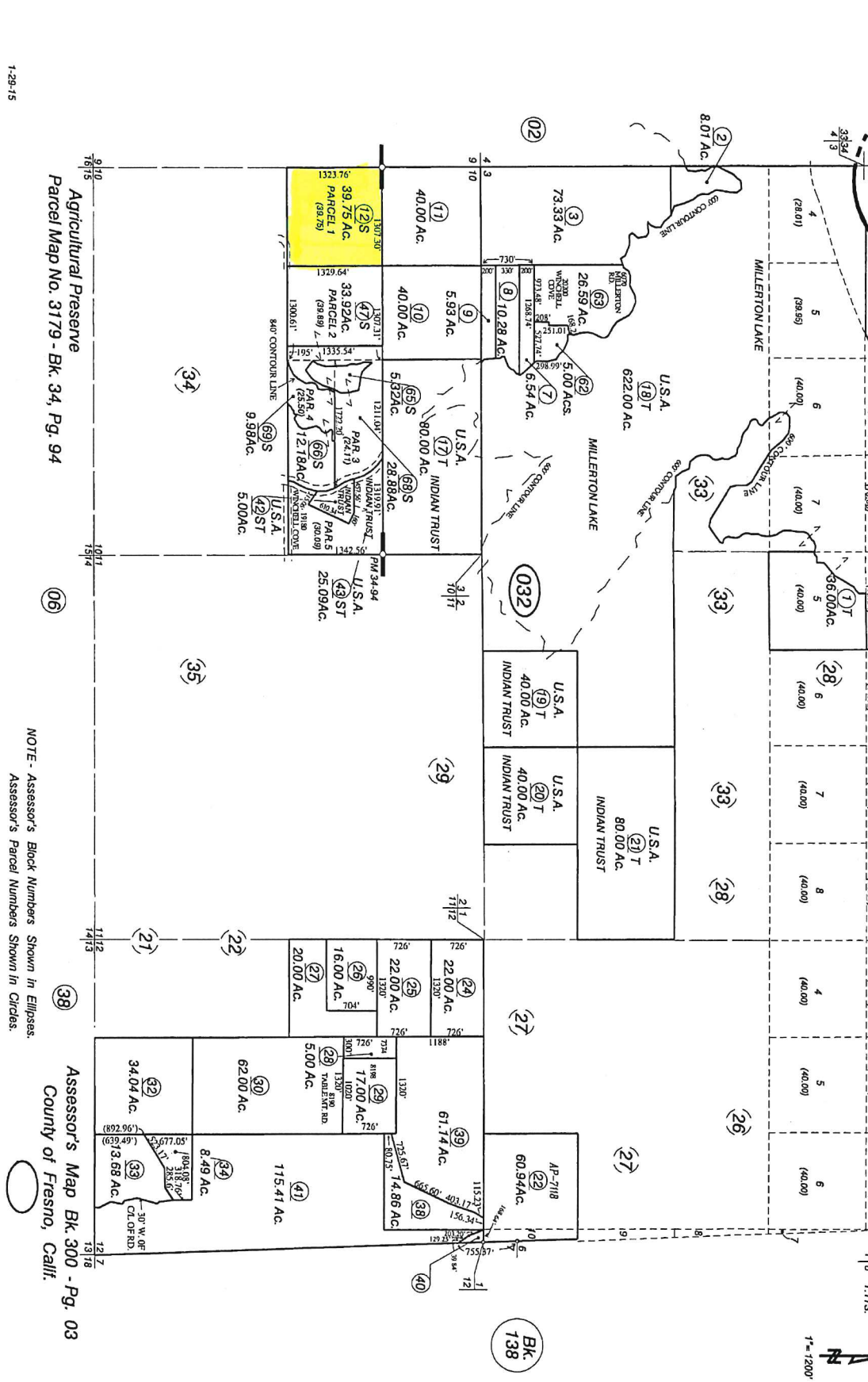
Assessor's Map Bk. 300 - Pg. 02
County of Fresno, Calif.



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.

Bk. 118
POR. SEC'S 1,2,3,10,11,12, T.11S., R.21E., M.D.B.&M.

Tax Rate Area
199-004 76-095
300-03
1"=1200'



1-28-15

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

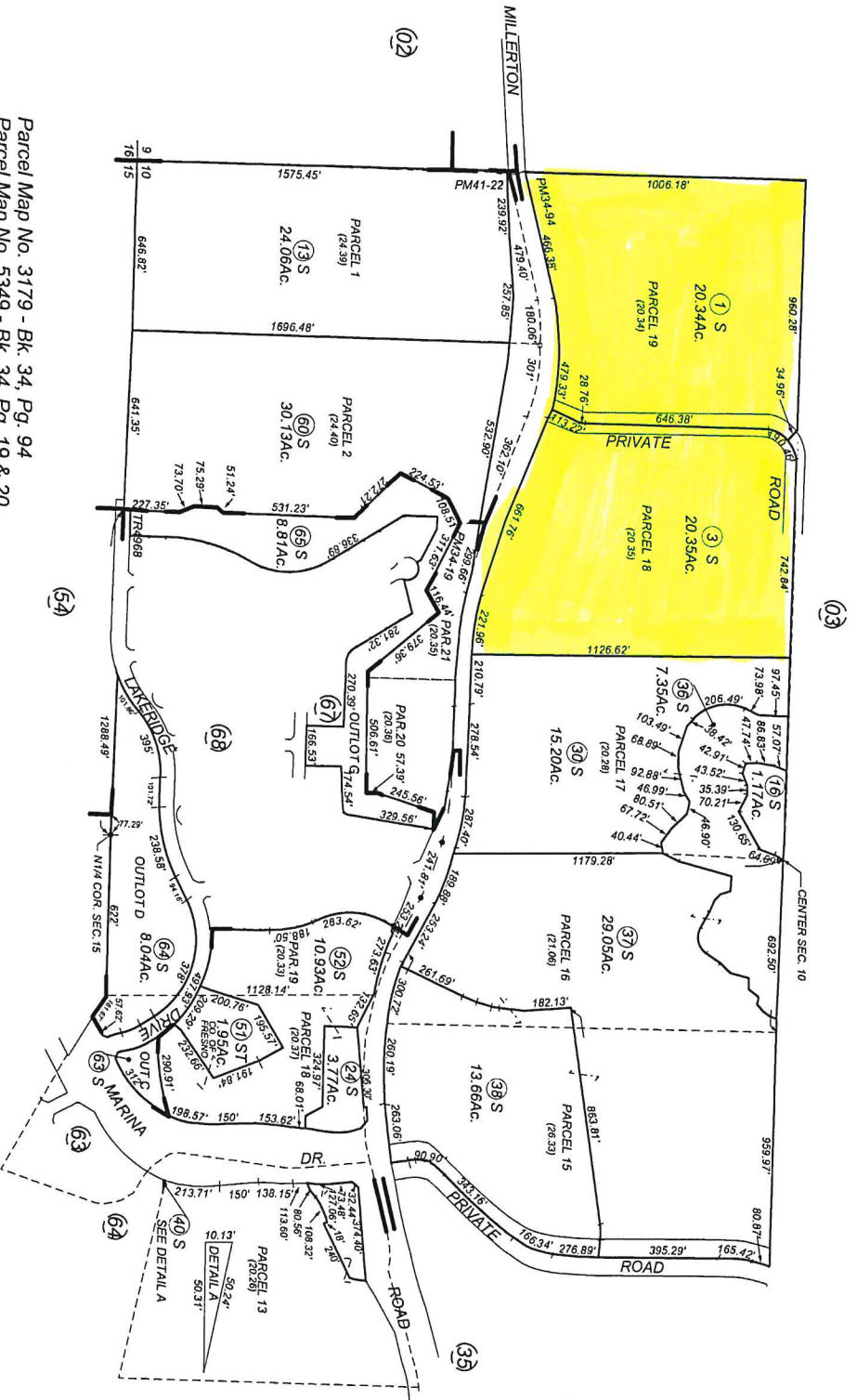
Assessor's Map Bk. 300 - Pg. 03
County of Fresno, Calif.

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

SUBDIVIDED LAND IN POR. SEC. 10, T. 11 S., R. 21 E., M.D.B. & M.

Tax Rate Area
76-094
76-095
199-014

300-34



Assessor's Map Bk. 300 - Pg. 34
County of Fresno, Calif.

Parcel Map No. 3179 - Bk. 34, Pg. 94
Parcel Map No. 5349 - Bk. 34, Pg. 19 & 20
Parcel Map No. 5988 - Bk. 41, Pg. 22
Tract No. 4968 - Plat Bk. 88, Pgs. 1-8

10/30/2018



OLD REPUBLIC
TITLE COMPANY

EXHIBIT B

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

PRELIMINARY REPORT

Our Order Number 1411014265-DB

GRANVILLE HOMES
1396 W, Herndon Ave. #101
Fresno, CA 93711

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Group 2, Friant, CA 93626
[Unincorporated area of Fresno County]

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

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

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

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

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

Dated as of February 26, 2019, at 8:00 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

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

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

Millerton Investments, LLC, a California limited liability company, formerly Visalia Land 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 ONE:

That portion of Parcel A of Lot Line Adjustment No. 01-17, recorded in Document No. [20020139830](#), Official Records Fresno County, situate in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, being portions of Parcels 3 and 4, of Parcel Map No. 3179, according to the Amended Map thereof, recorded [in Book 34 of Parcel Maps, at Page 94](#), Fresno County Records, being more particularly described as follows:

Beginning at a point on the Southerly line of said Parcel 3, said point bears South 88° 10' 20" East, a distance of 85.41 feet from the Southwest corner of said Parcel 3; thence

- 1) North 03° 34' 40" West, a distance of 170.05 feet; thence
- 2) North 24° 30' 04" West, a distance of 35.61 feet; thence
- 3) North 07° 32' 54" West, a distance of 51.75 feet; thence
- 4) North 03° 32' 30" East, a distance of 54.49 feet; thence
- 5) North 14° 28' 23" West, a distance of 108.93 feet; thence
- 6) North 02° 57' 19" East, a distance of 104.61 feet; thence
- 7) South 39° 59' 09" East, a distance of 144.54 feet to the beginning of a tangent curve, concave Northeasterly, and having a radius of 117.50 feet; thence
- 8) Easterly along the arc of said tangent curve, through a central angle of 40° 11' 50", an arc distance of 82.43 feet; thence
- 9) South 80° 10' 59" East, a distance of 215.08 feet; thence
- 10) South 13° 35' 23" East, a distance of 115.70 feet; thence
- 11) South 06° 47' 35" East, a distance of 57.75 feet; thence
- 12) South 01° 39' 31" East, a distance of 73.06 feet; thence
- 13) South 26° 59' 18" West, a distance of 108.73 feet to said South line of Parcel 3; thence leaving said line
- 14) Continuing South 26° 59' 18" West, a distance of 40.43 feet to the beginning of a tangent curve, concave Southeasterly, and having a radius of 167.50 feet; thence

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

- 15) Southerly along the arc of said tangent curve, through a central angle of 21° 43' 59", an arc distance of 63.53 feet to a point of reverse curvature with a curve concave to the West, having a radius of 132.50 feet; thence
- 16) Southerly along the arc of said reverse curve, through a central angle of 25° 17' 33", an arc distance of 58.49 feet; thence
- 17) South 30° 32' 52" West, a distance of 134.54 feet to the beginning of a tangent curve, concave Northwesterly and having a radius of 132.50 feet; thence
- 18) Southwesterly along the arc of said tangent curve, through a central angle of 23° 00' 19", an arc distance of 53.19 feet; thence
- 19) South 53° 33' 10" West, a distance of 127.42 feet; thence
- 20) North 53° 43' 13" West, a distance of 160.87 feet; thence
- 21) North 34° 40' 56" East, a distance of 76.26 feet; thence
- 22) North 17° 08' 33" East, a distance of 120.61 feet; thence
- 23) North 00° 19' 55" East, a distance of 119.45 feet to the point of beginning.

This legal description is made pursuant to Certificate of Compliance Placer 06-32(A), recorded September 30, 2008, as Instrument No. [2008-140700](#) of Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October 26, 1970, recorded October 30, 1970, in [Book 5832, Page 371 of Official Records, Document No. 76311](#)

APN: 300-032-65

PARCEL TWO:

That portion of Parcel B of Lot Line Adjustment No. 01-17, recorded in Document No. [20020139830](#), Official Records Fresno County, situate in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, being a portion of Parcel 4, of Parcel Map No. 3179, according to the Amended Map thereof, recorded in Book 34 of Parcel Maps, at Page 94, Fresno County Records, being more particularly described as follows:

Beginning at the Southeast corner of said Parcel 4, said point also being on the centerline of an easement, a described by that Deed recorded on March 21, 1984, as Document No. [84027331 of Official Records of Fresno County](#); thence

- 1) North 88° 01' 09" West, along the South boundary line of said Parcel 4, a distance of 906.06 feet to the Northeast corner of said Parcel 16; thence
- 2) North 88° 00' 49" West, continuing along said South boundary line of Parcel 4, a distance of 52.26 feet; thence leaving said line
- 3) North 33° 37' 58" East, a distance of 48.65 feet; thence
- 4) South 86° 41' 49" East, a distance of 13.46 feet; thence
- 5) North 34° 59' 26" East, a distance of 28.87 feet; thence
- 6) North 81° 20' 15" East, a distance of 43.28 feet; thence
- 7) North 36° 39' 48" East, a distance of 45.81 feet; thence

**OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB**

- 8) South 52° 40' 26" East, a distance of 53.46 feet; thence
- 9) North 60° 12' 08" East, a distance of 121.33 feet; thence
- 10) North 36° 04' 52" East, a distance of 57.15 feet; thence
- 11) North 01° 54' 08" East, a distance of 51.42 feet; thence
- 12) North 15° 07' 29" West, a distance of 145.83 feet; thence
- 13) North 26° 37' 11" East, a distance of 45.12 feet; thence
- 14) North 52° 20' 01" East, a distance of 64.44 feet to the beginning of a tangent curve, concave Westerly, and having a radius of 55.00 feet; thence
- 15) Northerly along the arc of said tangent curve, through a central angle of 95° 37' 03", an arc distance of 91.79 feet; thence
- 16) North 43° 17' 02" West, a distance of 37.97 feet; thence
- 17) North 00° 06' 49" East, a distance of 31.30 feet; thence
- 18) South 88° 10' 20" East, a distance of 142.26 feet; thence
- 19) North 19° 34' 50" East, a distance of 42.00 feet to a point on the North line of said Parcel 4, said point being a distant 1093.32 feet from the Northwest corner of said Parcel 4; thence
- 20) South 88° 10' 20" East, along said North line, a distance of 629.32 feet to the Northeast corner of said Parcel 4; said corner being also on said centerline of said perpetual easement and right of way; thence continuing to follow said Easterly boundary along the subsequent courses and distances
- 21) South 03° 41' 33" East, along the Easterly boundary of said Parcel 4, a distance of 258.17 feet to the beginning of a tangent curve, concaving Westerly and having a radius of 500.00 feet; thence
- 22) Southwesterly along the arc of said tangent curve, through a central angle of 29° 26' 30", an arc distance of 256.93 feet along the East line of said Parcel 4; thence
- 23) South 25° 44' 57" West, a distance of 150.65 feet to the point of beginning.

This legal description is made pursuant to Certificate of Compliance Placer 06-32(B), recorded September 30, 2008, as Instrument No. [2008-140701](#) of Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October 26, 1970, recorded October 30, 1970, in [Book 5832, Page 371](#) of Official Records, Document No. 76311

APN: 300-032-66

PARCEL THREE:

That certain real property situate in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, being all of Parcel 2 and portions of Parcel 3, Parcel 4, Parcel 16 and Parcel 17, of Parcel Map No. 3179, according to the Amended Map thereof, recorded in Book 34 of Parcel Maps, at Page 94, Fresno County Records, being more particularly described as follows:

All of Parcel 2, together with Parcel 3 and Parcel 4 as shown on said Map, excepting therefrom the following described portion of said Parcel 3 and said Parcel 4:

**OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB**

Beginning at a point on the Southerly line of said Parcel 3, said point bears South 88° 10' 20" East, a distance of 85.41 feet from the Southwest corner of said Parcel 3; thence

- 1) North 03° 34' 40" West, a distance of 170.05 feet; thence
- 2) North 24° 30' 04" West, a distance of 35.61 feet; thence
- 3) North 07° 32' 54" West, a distance of 51.75 feet; thence
- 4) North 03° 32' 30" East, a distance of 54.49 feet; thence
- 5) North 14° 28' 23" West, a distance of 108.93 feet; thence
- 6) North 02° 57' 19" East, a distance of 104.61 feet; thence
- 7) South 39° 59' 09" East, a distance of 144.54 feet to the beginning of a tangent curve, concave Northeasterly and having a radius of 117.50 feet; thence
- 8) Easterly along the arc of said tangent curve, through a central angle of 40° 11' 50", an arc distance of 82.43 feet; thence
- 9) South 80° 10' 59" East, a distance of 215.08 feet; thence
- 10) South 13° 35' 23" East, a distance of 115.70 feet; thence
- 11) South 06° 47' 35" East, a distance of 57.75 feet; thence
- 12) South 01° 39' 31" East, a distance of 73.06 feet; thence
- 13) South 26° 59' 18" West, a distance of 108.73 feet to said South line of Parcel 3; thence leaving said line
- 14) Continuing South 26° 59' 18" West, a distance of 40.43 feet to the beginning of a tangent curve, concave Southeasterly and having a radius of 167.50 feet; thence
- 15) Southerly along the arc of said tangent curve, through a central angle of 21° 43' 59", an arc distance of 63.53 feet to a point of reverse curvature with a curve concave to the West, having a radius of 132.50 feet; thence
- 16) Southerly along the arc of said reverse curve, through a central angle of 25° 17' 33", an arc distance of 58.49 feet; thence
- 17) South 30° 32' 52" West, a distance of 134.54 feet to the beginning of a tangent curve, concave Northwesterly and having a radius of 132.50 feet; thence
- 18) Southwesterly along the arc of said tangent curve, through a central angle of 23° 00' 09", an arc distance of 53.19 feet; thence
- 19) South 53° 33' 10" West, a distance of 127.42 feet; thence
- 20) North 53° 43' 13" West, a distance of 160.87 feet; thence
- 21) North 34° 40' 56" East, a distance of 76.26 feet; thence
- 22) North 17° 08' 33" East, a distance of 120.61 feet; thence
- 23) North 00° 19' 55" East, a distance of 119.45 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following described portion of said Parcel 4:

Beginning at the Southeast corner of said Parcel 4, said point also being on the centerline of an easement, as described by that Deed recorded on March 21, 1984, as Document No. [84027331 of Official Records of Fresno County](#); thence

- 24) North 88° 01' 09" West, along the South boundary line of said Parcel 4, a distance of 960.06 feet to the Northeast corner of said Parcel 16; thence

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

- 25) North 88° 00' 49" West, continuing along said South boundary line of Parcel 4, a distance of 52.26 feet; thence leaving said line
- 26) North 33° 37' 58" East, a distance of 48.65 feet; thence
- 27) South 86° 41' 49" East, a distance of 13.46 feet; thence
- 28) North 34° 59' 26" East, a distance of 28.87 feet; thence
- 29) North 81° 20' 15" East, a distance of 43.28 feet; thence
- 30) North 36° 39' 48" East, a distance of 45.81 feet; thence
- 31) South 52° 40' 26" East, a distance of 53.46 feet; thence
- 32) North 60° 12' 08" East, a distance of 121.33 feet; thence
- 33) North 36° 04' 52" East, a distance of 57.15 feet; thence
- 34) North 01° 54' 08" East, a distance of 51.42 feet; thence
- 35) North 15° 07' 29" West, a distance of 145.83 feet; thence
- 36) North 26° 37' 11" East, a distance of 45.12 feet; thence
- 37) North 52° 20' 01" East, a distance of 64.44 feet to the beginning of a tangent curve, concave Westerly, and having a radius of 55.00 feet; thence
- 38) Northerly along the arc of said tangent curve, through a central angle of 95° 37' 03", an arc distance of 91.79 feet; thence
- 39) North 43° 17' 02" West, a distance of 37.97 feet; thence
- 40) North 00° 06' 49" East, a distance of 31.30 feet; thence
- 41) South 88° 10' 20" East, a distance of 142.26 feet; thence
- 42) North 19° 34' 50" East, a distance of 42.00 feet to a point on the North line of said Parcel 4, said point being a distant 1093.32 feet from the Northwest corner of said Parcel 4; thence
- 43) South 88° 10' 20" East, along said North line, a distance of 629.32 feet to the Northeast corner of said Parcel 4; said corner being also on said centerline of said perpetual easement and right of way; thence continuing to follow said Easterly boundary along the subsequent courses and distances
- 44) South 03° 41' 33" East, along the Easterly boundary of said Parcel 4, a distance of 258.17 feet to the beginning of a tangent curve, concaving Westerly and having a radius of 500.00 feet; thence
- 45) Southwesterly, along the arc of said tangent curve, through a central angle of 29° 26' 30", an arc distance of 256.93 feet along the East line of said Parcel 4; thence
- 46) South 25° 44' 57" West a distance of 150.65 feet to the point of beginning.

TOGETHER WITH the following described portion of said Parcel 17;

Beginning at the Northeast corner of said Parcel 17 of said Parcel Map; thence

- 47) South 02° 27' 56" West, along the East line of said Parcel 17, a distance of 449.00 feet; thence leaving said line
- 48) South 86° 19' 32" West, a distance of 40.44 feet; thence
- 49) North 54° 56' 18" West, a distance of 67.72 feet; thence
- 50) North 44° 26' 34" West, a distance of 80.51 feet; thence
- 51) North 78° 08' 56" West, a distance of 46.90 feet; thence
- 52) South 59° 51' 39" West, a distance of 46.99 feet; thence

**OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB**

- 53) South 79° 04' 36" West, a distance of 92.88 feet; thence
- 54) North 87° 42' 38" West, a distance of 68.89 feet; thence
- 55) North 73° 25' 16" West, a distance of 103.49 feet; thence
- 56) North 51° 58' 10" West, a distance of 38.42 feet to the beg of a tangent curve, concave Easterly and having a radius of 150.00 feet; thence
- 57) Northwesterly along the arc of said tangent curve, through a central angle of 78° 52' 27", an arc distance of 206.49 feet; thence
- 58) North 26° 54' 17" East, a distance of 73.98 feet; thence
- 59) North 02° 27' 46" East, a distance of 97.45 feet, to the North line of said Parcel 17; thence
- 60) South 88° 01' 49" East, along said North line, a distance of 551.50 feet to the point of beginning.

ALSO TOGETHER WITH the following described portion of said Parcel 16:

Beginning at the Northwest corner of said Parcel 16; thence

- 61) South 88° 40' 49" East, along the North line of said Parcel 16, a distance of 640.26 feet; thence leaving said line
- 62) South 18° 19' 33" West, a distance of 28.37 feet; thence
- 63) South 35° 29' 44" West, a distance of 30.20 feet; thence
- 64) South 49° 52' 55" West, a distance of 38.53 feet; thence
- 65) North 78° 11' 42" West, a distance of 27.37 feet; thence
- 66) South 40° 43' 47" West, a distance of 51.24 feet; thence
- 67) North 88° 40' 06" West, a distance of 41.90 feet; thence
- 68) South 15° 08' 58" West, a distance of 73.29 feet; thence
- 69) South 46° 09' 43" West, a distance of 55.48 feet; thence
- 70) South 36° 36' 49" West, a distance of 63.28 feet to the beginning point of a tangent curve concave Northerly and having a radius of 80.00 feet; thence
- 71) Westerly along the arc of said tangent curve, through a central angle of 80° 04' 45", an arc distance of 111.81 feet; thence
- 72) North 63° 18' 26" West, a distance of 68.81 feet; thence
- 73) North 67° 22' 27" West, a distance of 48.38 feet; thence
- 74) North 48° 13' 57" West, a distance of 30.67 feet; thence
- 75) North 17° 02' 16" West, a distance of 42.79 feet; thence
- 76) North 87° 28' 10" West, a distance of 57.59 feet; thence
- 77) South 15° 33' 44" West, a distance of 211.75 feet; thence
- 78) South 47° 56' 20" West, a distance of 64.91 feet to a point on the West line of said Parcel 16 distant 730.34 feet from the Southwest corner of said Parcel; thence
- 79) North 02° 27' 56" East, along said West line, a distance of 449.00 feet to the point of beginning.

This legal description is made pursuant to Certificate of Compliance Placer 06-33(A), recorded September 30, 2008, as Instrument No. [2008-140703](#) of Official Records.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

ALSO EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October 26, 1970, recorded October 30, 1970, in [Book 5832, Page 371](#) of Official Records, Document No. 76311

APN: 300-032-47;
300-032-68;
300-032-69;
300-340-16; and
300-340-36

PARCEL FOUR:

That certain real property situate in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, being a portion Parcel 17 of Parcel Map No. 3179, according to the Amended Map thereof, recorded in Book 34 of Parcel Maps, at Page 94, Fresno County Records, being more particularly described as follows:

All of said Parcel 17, excepting therefrom the following described portion:

Beginning at the Northeast corner of said Parcel 17, of said Parcel Map; thence

- 1) South 02° 27' 56" West, along the East line of said Parcel 17, a distance of 449.00 feet; thence leaving said line
- 2) South 86° 19' 32" West, a distance of 40.44 feet; thence
- 3) North 54° 56' 18" West, a distance of 67.72 feet; thence
- 4) North 44° 26' 34" West, a distance of 80.51 feet; thence
- 5) North 78° 08' 56" West, a distance of 46.90 feet; thence
- 6) South 59° 51' 39" West, a distance of 46.99 feet; thence
- 7) South 79° 04' 36" West, a distance of 92.88 feet; thence
- 8) North 87° 42' 38" West, a distance of 68.89 feet; thence
- 9) North 73° 25' 16" West, a distance of 103.49 feet; thence
- 10) North 51° 58' 10" West, a distance of 38.42 feet to the beginning of a tangent curve, concave Easterly and having a radius of 150.00 feet; thence
- 11) Northwesterly along the arc of said tangent curve, through a central angle of 78° 52' 27", an arc distance of 206.49 feet; thence
- 12) North 26° 54' 17" East, a distance of 73.98 feet; thence
- 13) North 02° 27' 46" East, a distance of 97.45 feet, to the North line of said Parcel 17; thence
- 14) South 88° 01' 49" East, along said North line, a distance of 551.50 feet to the point of beginning.

This legal description is made pursuant to Certificate of Compliance Placer 06-32(C), recorded September 30, 2008, as Instrument No. [2008-140702](#) of Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October 26, 1970, recorded October 30, 1970, in [Book 5832, Page 371](#) of Official Records, Document No. 76311

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

APN: 300-340-30

PARCEL FIVE:

That certain real property situate in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, being a portion of Parcel 15 and Parcel 16, of Parcel Map No. 3179, according to the Amended Map thereof, recorded in Book 34 of Parcel Maps, at Page 94, Fresno County Records, being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 15; thence

- 1) South ° 01' 09" East, along the North line of said Parcel 15, a distance of 960.06 feet to the Northeast corner of said Parcel, said point also being on the centerline of an easement as described by that Deed recorded on March 21, 1984, as Document No. [84027331](#) of Official Records Fresno County; thence continuing along the East line of said Parcel 15, following the subsequent courses and distances
- 2) South 25° 44' 57" West, a distance of 80.81 feet to the beginning of a tangent curve, concave Easterly and having a radius of 500.00 feet; thence
- 3) Southerly along the arc of said tangent curve, through a central angle of 18° 57' 19", an arc distance of 165.42 feet along said easement; thence
- 4) South 06° 47' 38" West, a distance of 395.29 feet along said easement; thence
- 5) North 83° 12' 22" West, a distance of 52.77 feet along said easement to a tangent curve, concave Southerly and having a radius of 206.00 feet; thence
- 6) Westerly along the arc of said tangent curve, through a central angle of 12° 57' 42", an arc distance of 46.60 feet; thence leaving said East line
- 7) South 83° 49' 56" West, a distance of 768.81 feet, to the West line of said Parcel 15; thence
- 8) North 02° 28' 05" East, along said West line, a distance of 733.32 feet to the point of beginning.

TOGETHER WITH the following described portion of said Parcel 16:

All of said Parcel 16 excepting therefrom the following described portion:

Beginning at the Northwest corner of said Parcel 16; thence

- 9) South 88° 00' 49" East, along the North line of said Parcel 16, a distance of 640.26 feet; thence leaving said line
- 10) South 18° 19' 33" West, a distance of 28.37 feet; thence
- 11) South 35° 29' 44" West, a distance of 30.20 feet; thence
- 12) South 49° 52' 55" West, a distance of 38.53 feet; thence
- 13) North 78° 11' 42" West, a distance of 27.37 feet; thence
- 14) South 40° 43' 47" West, a distance of 51.24 feet; thence
- 15) North 88° 40' 06" West, a distance of 41.90 feet; thence
- 16) South 15° 08' 58" West, a distance of 73.29 feet; thence
- 17) South 46° 09' 43" West, a distance of 55.48 feet; thence

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

- 18) South 36° 36' 49" West, a distance of 63.28 feet to the beginning point of a tangent curve concave Northeasterly and having a radius of 80.00 feet; thence
- 19) Westerly along the arc of said tangent curve, through a central angle of 80° 04' 45", an arc distance of 111.81 feet; thence
- 20) North 63° 18' 26" West, a distance of 68.81 feet; thence
- 21) North 67° 22' 27" West, a distance of 48.38 feet; thence
- 22) North 48° 13' 57" West, a distance of 30.67 feet; thence
- 23) North 17° 02' 16" West, a distance of 42.79 feet; thence
- 24) North 87° 28' 10" West, a distance of 57.59 feet; thence
- 25) South 15° 33' 44" West, a distance of 211.75 feet; thence
- 26) South 47° 56' 20" West, a distance of 64.91 feet to a point on the West line of said Parcel 16 distant 730.34 feet from the Southwest corner of said Parcel; thence
- 27) North 02° 27' 56" East, along said West line, a distance of 449.00 feet to the point of beginning

ALSO EXCEPTING the following described portion of said Parcel 16:

Beginning at the Southeast corner of said Parcel 16; thence

- 28) North 02° 28' 05" East, along the East line of said Parcel 16, a distance of 713.15 feet; thence leaving said line
- 29) South 83° 49' 56" West, a distance of 95.20 feet; thence
- 30) South 05° 05' 45" East, a distance of 182.13 feet; thence
- 31) South 04° 21' 10" West, a distance of 91.90 feet; thence
- 32) South 08° 43' 30" West, a distance of 28.62 feet; thence
- 33) South 15° 17' 15" West, a distance of 57.23 feet; thence
- 34) South 21° 23' 56" West, a distance of 54.53 feet; thence
- 35) South 46° 44' 14" West, a distance of 261.69 feet, to the Southerly boundary of said Parcel 16, said point also being the beginning of a non-tangent curve concave Northerly and having a radius of 886.91 feet, a radial to said point bears South 23° 15' 53" West; thence
- 36) Easterly, following the Southerly boundary of said Parcel 16, along the arc of said non-tangent curve, through a central angle of 14° 16' 48", an arc distance of 221.05 to the point of beginning.

This legal description is made pursuant to Certificate of Compliance Placer 06-33(B), recorded September 30, 2008, as Instrument No. [2008-140704](#) of Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October 26, 1970, recorded October 30, 1970, in [Book 5832, Page 371](#) of Official Records, Document No. 76311

APN: 300-340-37

PARCEL SIX:

That certain real property situate in Section 10, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, being a portion of

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

Parcel 15 and Parcel 16 of Parcel Map No. 3179, according to the Amended Map thereof, recorded in Book 34 of Parcel Maps, at Page 94, Fresno County Records, being more particularly described as follows:

All of said Parcel 15, excepting the following described portion:

Beginning at the Northwest corner of said Parcel 15; thence;

- 1) South 88° 01' 09" East, along the North line of said Parcel 15, a distance of 960.06 feet to the Northeast corner of said Parcel, said point also being on the centerline of an easement as described by that Deed recorded on March 21, 1984, as Document No. [84027331](#) of Official Records, Fresno County; thence continuing along the East line of said Parcel 15, following the subsequent coursed and distances:
- 2) South 25° 44' 57" West, a distance of 80.81 feet to the beginning of a tangent curve, concave Easterly and having a radius of 500.00 feet; thence
- 3) Southerly along the arc of said tangent curve, through a central angle of 18° 57' 19", an arc distance of 165.42 feet along said easement; thence
- 4) South 06° 47' 38" West, a distance of 395.29 feet along said easement; thence
- 5) North 83° 12' 22" West, a distance of 52.77 feet along said easement to a tangent curve, concave Southerly and having a radius of 206.00 feet; thence
- 6) Westerly along the arc of said tangent curve, through a central angle of 12° 57' 42", an arc distance of 46.60 feet; thence leaving said line
- 7) South 83° 49' 56" West, a distance of 768.81 feet, to the West line of said Parcel 15; thence
- 8) North 02° 28' 05" East, along said West line, a distance of 733.32 feet to the point of beginning.

TOGETHER WITH the following described portion of said Parcel 16:

Beginning at the Southeast corner of said Parcel 16; thence

- 9) North 02° 28' 05" East, along the East line of said Parcel 16, a distance of 713.15 feet; thence leaving said line
- 10) South 83° 49' 56" West, a distance of 95.20 feet; thence
- 11) South 05° 05' 45" East, a distance of 182.13 feet; thence
- 12) South 04° 21' 10" West, a distance of 91.90 feet; thence
- 13) South 08° 43' 30" West, a distance of 28.62 feet; thence
- 14) South 15° 17' 15" West, a distance of 57.23 feet; thence
- 15) South 21° 23' 56" West, a distance of 54.53 feet; thence
- 16) South 26° 44' 14" West, a distance of 261.69 feet to the Southerly boundary of said Parcel 16, said point also being the beginning of a non-tangent curve concave Northerly and having a radius of 886.91 feet, a radial to said point bears South 23° 15' 53" West; thence
- 17) Easterly following the Southerly boundary of said Parcel 16 along the arc of said non-tangent curve, through a central angle of 14° 16' 48", an arc distance of 221.05 to the point of beginning.

This legal description is made pursuant to Certificate of Compliance Placer 06-33(C), recorded September 30, 2008, as Instrument No. [2008-140705](#) of Official Records.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

ALSO EXCEPTING THEREFROM all oil, gas and minerals lying below a depth of 500 feet as conveyed to Carlsberg Resources Corporation, a California corporation, by Deed dated October 26, 1970, recorded October 30, 1970, in [Book 5832, Page 371](#) of Official Records, Document No. 76311

APN: 300-340-38

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 2019 - 2020, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-032-47	
1st Installment	:	\$6,170.99	Marked Paid
2nd Installment	:	\$6,170.99	NOT Marked Paid

3. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-032-65	
1st Installment	:	\$843.92	Marked Paid
2nd Installment	:	\$843.92	NOT Marked Paid

4. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-032-66	
1st Installment	:	\$2,216.75	Marked Paid
2nd Installment	:	\$2,216.75	NOT Marked Paid

5. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-032-68	
1st Installment	:	\$4,586.00	Marked Paid
2nd Installment	:	\$4,586.00	NOT Marked Paid

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

6. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-032-69	
1st Installment	:	\$1,816.45	Marked Paid
2nd Installment	:	\$1,816.45	NOT Marked Paid

7. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-340-16	
1st Installment	:	\$238.64	Marked Paid
2nd Installment	:	\$238.64	NOT Marked Paid

8. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-340-30	
1st Installment	:	\$2,852.19	Marked Paid
2nd Installment	:	\$2,852.19	NOT Marked Paid

9. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-340-36	
1st Installment	:	\$1,336.94	Marked Paid
2nd Installment	:	\$1,336.94	NOT Marked Paid

10. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-340-37	
1st Installment	:	\$5,450.22	Marked Paid
2nd Installment	:	\$5,450.22	NOT Marked Paid

11. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-340-38	
1st Installment	:	\$2,370.01	Marked Paid
2nd Installment	:	\$2,370.01	NOT Marked Paid

12. 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.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : San Joaquin Power Company
For : Poles and wires for a telephone line, and public utilities
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : The location of the easement cannot be determined from record information
14. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Pacific Gas and Electric Company
For : Single pole lines
Recorded : [September 8, 1945 in Book 2273 of Official Records, Page 190](#)
Affects : Parcel Four
15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Pacific Gas and Electric Company
For : Public utilities
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : The location of the easement cannot be determined from record information
16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno
For : Public road
Recorded : [March 23, 1976 in Book 6568 of Official Records, Page 294 under Recorder's Serial Number 23913](#)
Affects : Parcels Four, Five and Six, as described therein

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

For : Various Streams
Affects : As shown on Map

For : Existing PG&E Pole Line
Affects : As shown on Map

For : Non-Exclusive Private Road
Affects : As shown on Map

For : Prescriptive R/W Existing
Affects : As shown on Map

For : Road to Millerton Recreation Area
Affects : As shown on Map

18. Recitals as shown or noted on the filed map.

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

Granted To : Pacific Gas and Electric Company
For : Public utilities
Recorded : [March 25, 1983 in Official Records under Recorder's Serial Number 1983-25380](#)
Affects : Parcels Two, Three and Four, as therein described

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

Granted To : Ponderosa Telephone Company
For : Underground telephone cables
Recorded : [May 19, 1983 in Official Records under Recorder's Serial Number 1983-43864](#)
Affects : Parcels One, Two and Three

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

21. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : State of California
For : Road, drainage and slopes
Recorded : [March 21, 1984 in Official Records under Recorder's Serial Number 84-027331](#)
Affects : Parcels Three, Five and Six
22. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : The Ponderosa Telephone Company
For : Public utilities
Recorded : [May 16, 1984 in Official Records under Recorder's Serial Number 84-047395](#)
Affects : Parcel Four
23. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : The Ponderosa Telephone Company
For : Public utilities
Recorded : [May 16, 1984 in Official Records under Recorder's Serial Number 84-047398](#)
Affects : The location of the easement cannot be determined from record information
24. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : The Ponderosa Telephone Company
For : Public utilities
Recorded : [May 16, 1984 in Official Records under Recorder's Serial Number 84-047399](#)
Affects : The location of the easement cannot be determined from record information

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

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

Granted To : Millerton New Town Development Company, a California corporation
For : Pipeline, pubic road and public utility
Recorded : [July 21, 1989 in Official Records under Recorder's Serial Number 89-076386](#)
Affects : Parcels Two and Three

26. The terms, provisions and easement(s) contained in the Document entitled, "Grant of Non-Exclusive Easement for Roadway Access and Utilities to Parcels 3 and 4 of Parcel Map No. 3179"

Recorded : [May 19, 1997, of Official Records under Recorder's Serial Number 1997-64475](#)

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

Granted To : Pacific Gas and Electric Company, a California corporation
For : Public utilities
Recorded : [July 5, 2011 in Official Records under Recorder's Serial Number 2011-0088766](#)
Affects : Parcel Six

28. A perpetual, non-exclusive, road right of way and easement in gross as set forth in document entitled, "Quitclaim Deed for Right of Way and Easement (Winchell Cove Road)" in favor of The Clarksfield Company, Inc., a California corporation,

Recorded : May 29, 2014, in Official Records under Recorder's Serial Number [2014-0060124](#)

Subject to additional terms and conditions contained therein.

Said matters affect Parcel Two

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

29. Declaration Covenants and Restrictions dated May 14, 2014 by and between The Clarksfield Company, a California corporation, and Millerton Investments, LLC, a California limited liability company, formerly Visalia Land Holdings, LLC,

Recorded : May 29, 2014, in Official Records under Recorder's Serial Number [2014-0060125](#)

Among other things said restrictions limits the use of the property described as Parcel 10 herein until August 17, 2020.

30. Matters contained in document entitled "Grant of Interest in Existing Well and Well Production and Related Pipeline Easement" dated May 15, 2014, by and between Millerton Investments, LLC, a California limited liability company, formerly Visalia Land Holdings, LLC, and The Clarksfield Company, Inc., a California corporation,

Recorded : May 29, 2014, in Official Records under Recorder's Serial Number [2014-0060126](#)

Among other things said instrument grants 30% of the Water Well's water production capacity in excess of 14 GPM to The Clarksfield Company, Inc., a California corporation and ancillary easements necessary for the use of the Water Well and related pipeline easements for the transmission of the water produced by the Water Well.

Affects the Water Well as located on the herein described Parcel Three and related easements over and across Parcel Three, described herein.

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

Amount : \$4,900,000.00
Trustor/Borrower : Millerton Investments, 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 : July 6, 2016
Recorded : [August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114793](#)
Loan No. : 2425L
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

Matters as contained or referred to in an instrument,

Entitled : Amended and Restated Deed of Trust
Recorded : [May 8, 2018 in Official Records under Recorder's Serial Number 2018-0054416](#)

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

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

B. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 36 months prior to the date hereof except as follows:

Grant Deed executed by The Clarksfield Company, Inc., a California corporation, who also acquired title as The Clarsfield Company, a California corporation to Visalia Land Holdings, LLC, a California limited liability company recorded [December 20, 2012 in Official Records under Recorder's Serial Number 2012-0184056](#).

Said matters affect Parcels One through Five

Grant Deed executed by The Clarsfield Company, Inc., a California corporation to Visalia Land Holdings, LLC, a California limited liability company recorded [December 30, 2013 in Official Records under Recorder's Serial Number 2013-0173843](#).

Said matters affect Parcel Six

Grant Deed executed by The Clarsfield Company, Inc., a California corporation to Visalia Land Holdings, LLC, a California limited liability company recorded [December 30, 2013 in Official Records under Recorder's Serial Number 2013-0173844](#).

Said matters affect Parcel Seven

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014265-DB

Grant Deed executed by Marina Communities, LLC, a California limited liability company to Visalia Land Holdings, LLC, a California limited liability company recorded [January 29, 2014 in Official Records under Recorder's Serial Number 2014-0009971](#).

Said matters affect Parcels Eight and Nine

Grant Deed executed by Marina Communities, LLC, a California limited liability company to Visalia Land Holdings, LLC, a California limited liability company recorded [January 29, 2014 in Official Records under Recorder's Serial Number 2014-0009972](#).

Said matters affect Parcel Ten

Grant Deed executed by JPJ, Inc., a California corporation to JPJ, Inc., a California corporation recorded [May 24, 2013 in Official Records under Recorder's Serial Number 2013-0075084](#).

Said matters affect Parcel Eleven

Grant Deed executed by JPJ Incorporated, a California corporation, who erroneously acquired title as JPJ, Inc., a California corporation, as to Parcel 1 to Visalia Land Holdings, LLC, a California limited liability company recorded [October 25, 2013 in Official Records under Recorder's Serial Number 2013-0149189](#).

Said matters affect Parcel Twelve

- C. All transactions that close on or after March 1, 2015 will include a \$20.00 minimum recording service fee, plus actual charges required by the County Recorder.

O.N.
JF/dmu

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 (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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

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.

Bk. 118

POR. SEC'S. 1,2,3,10,11,12, T.11S., R.21E., M.D.B.&M.

Tax Rate Area
199-008 76-095

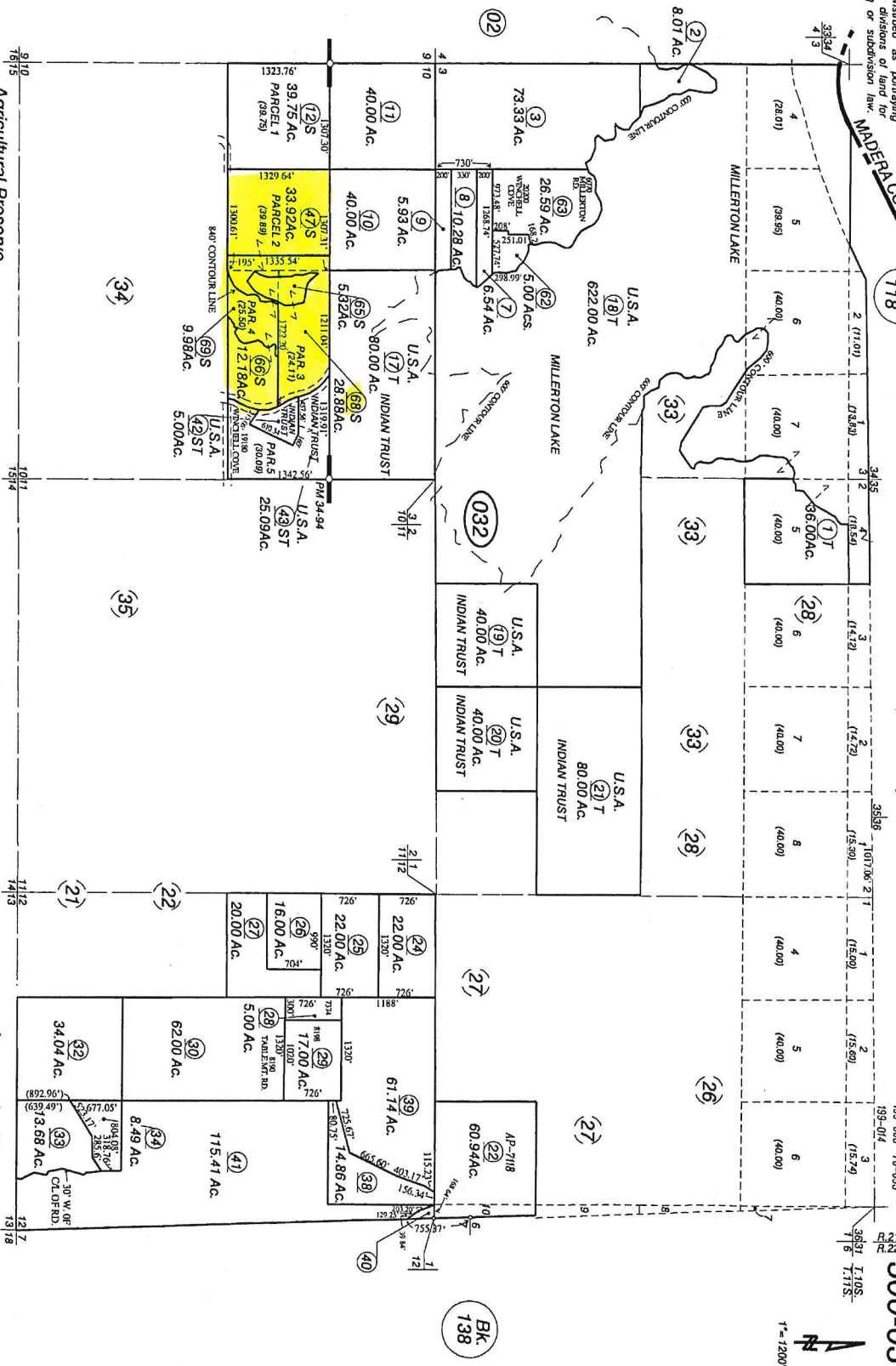
300-03

1-29-15

Agricultural Preserve
Parcel Map No. 3179 - Bk. 34, Pg. 94

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

Assessor's Map Bk. 300 - Pg. 03
County of Fresno, Calif.

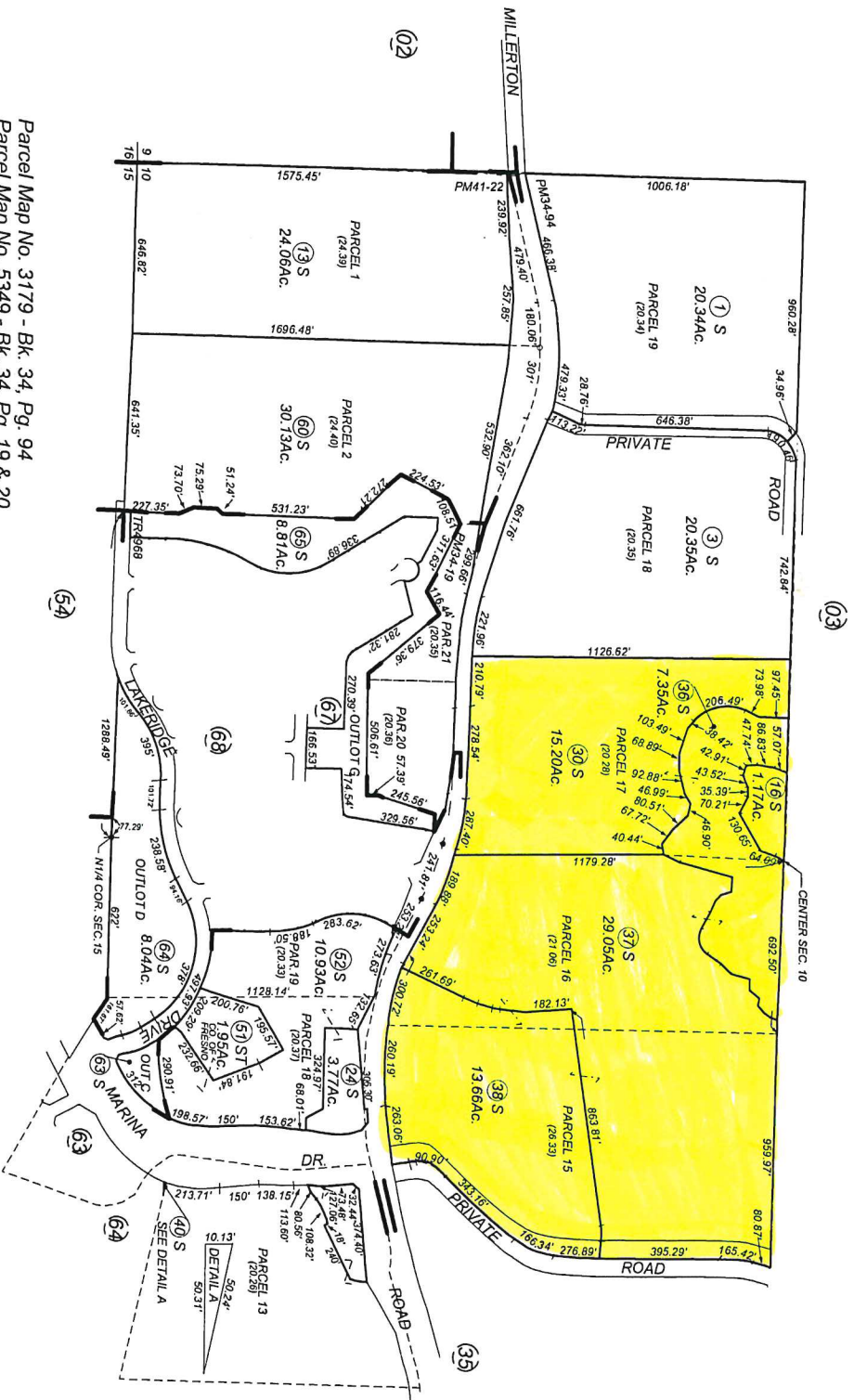


NOTE-
This map is for Assessment purposes only.
It is not to be construed as portraying legal
ownership or divisions of land for purposes
of zoning or subdivision law.

SUBDIVIDED LAND IN POR. SEC. 10, T. 11 S., R. 21 E., M.D.B. & M.

Tax Rate Area
76-094
76-095
199-014

300-34



Assessor's Map Bk. 300 - Pg. 34
County of Fresno, Calif.

Parcel Map No. 3179 - Bk. 34, Pg. 94
Parcel Map No. 5349 - Bk. 34, Pg. 19 & 20
Parcel Map No. 5988 - Bk. 41, Pg. 22
Tract No. 4968 - Plat Bk. 88, Pgs. 1-8

10/30/2018



OLD REPUBLIC
TITLE COMPANY

EXHIBIT B

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

PRELIMINARY REPORT

Our Order Number 1411014269-DB

GRANVILLE HOMES
1396 W. Herndon Ave. Ste. 101
Fresno, CA 93711

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Group 3, Friant, CA 93626
[Unincorporated area of Fresno County]

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

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

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

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

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

Dated as of March 7, 2019, at 8:00 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

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

Tract I:

Assemi Group, Inc., a California corporation, successor to GV Holdings, Inc., a California corporation

Tract II:

WC Millerton Developers, Inc., a California corporation

Tract III:

Grantor Real Estate Investments, LLC, a California limited liability company, as to Parcel 1

3B Development, Inc., a California corporation, as to Parcels 3 and 4

Tract IV:

Millerton Investments, LLC, a California limited liability company, formerly Visalia Land 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:

Tract I:

The Northeast quarter of the Northwest quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof.

APN: 300-542-12

Tract II:

The South half of the Northwest quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof.

APN: 300-542-13

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

Tract III:

Parcels 1, 3 and 4 of Parcel Map No. 5988, recorded in Book 41 of Parcel Maps, at Page 22, Fresno County Records.

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

APN: 300-340-13
300-542-10
300-542-11

Tract IV:

PARCEL 2 OF PARCEL MAP NO. 5988, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 41 PAGE 22 PARCEL MAPS, FRESNO COUNTY RECORDS; EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN BOOK 5832 PAGE 371 OF OFFICIAL RECORDS, INSTRUMENT NO. 76311.

EXCEPTING THEREFROM A PORTION OF SAID PARCEL 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 227.35 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-1);

THENCE NORTH 15°24'03" WEST A DISTANCE OF 73.70 FEET;

THENCE NORTH 01°47'08" EAST PARALLEL WITH AND 21.78 FEET WESTERLY FROM EAST LINE OF SAID PARCEL 2, A DISTANCE OF 75.29 FEET;

THENCE NORTH 26°56'00" EAST A DISTANCE OF 51.24 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2;

THENCE ALONG SAID EAST LINE SOUTH 01°47'08" WEST A DISTANCE OF 192.08 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-1).

ALSO EXCEPTING THEREFROM A PORTION OF SAID PARCEL 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

THENCE ALONG THE EAST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 950.66 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-2);

THENCE NORTH 43°29'57" WEST A DISTANCE OF 272.21 FEET;

THENCE NORTH 27°53'00" EAST A DISTANCE OF 224.53 FEET;

THENCE NORTH 62°31'36" EAST A DISTANCE OF 108.51 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2;

THENCE ALONG SAID EAST LINE SOUTH 01°47'08" WEST A DISTANCE OF 446.20 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-2).

TOGETHER WITH PORTIONS OF PARCELS 20 AND 21 OF PARCEL MAP NO. 5349 RECORDED IN BOOK 34 AT PAGES 19 AND 20 OF PARCEL MAPS, FRESNO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG THE WEST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 1396.86 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-3);

THENCE SOUTH 62°15'02" EAST A DISTANCE OF 311.63 FEET;

THENCE NORTH 58°08'13" EAST A DISTANCE OF 116.44 FEET;

THENCE SOUTH 39°59'15" EAST A DISTANCE OF 379.36 FEET;

THENCE SOUTH 88°45'40" EAST A DISTANCE OF 506.61 FEET;

THENCE NORTH 01°14'20" EAST A DISTANCE OF 57.39 FEET;

THENCE NORTH 17°48'29" EAST A DISTANCE OF 245.56 FEET;

THENCE NORTH 88°45'40" WEST A DISTANCE OF 75.50 FEET;

THENCE NORTH 66°34'29" WEST A DISTANCE OF 115.47 FEET;

THENCE NORTH 81°09'12" WEST A DISTANCE OF 441.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MILLERTON ROAD AS DESCRIBED IN DOCUMENT NUMBER 23913, RECORDED IN BOOK 6568, PAGE 294, OFFICIAL RECORDS OF FRESNO COUNTY;

THENCE WESTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF MILLERTON ROAD TO THE NORTHWEST CORNER OF LOT 21 OF SAID MAP;

THENCE ALONG THE WEST LINE OF SAID PARCEL 21 SOUTH 01°47'08" WEST A DISTANCE OF 171.32 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-3).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

APN: 300-340-60 (new, not yet assessed)

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

MATTERS AFFECTING TRACT I:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-12	
1st Installment	:	\$2,200.31	Marked Paid
2nd Installment	:	\$2,200.31	NOT Marked Paid

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. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded : May 14, 1971, in [Book 25 Pages 44 and 45 of Record of Surveys](#)

5. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded : December 14, 1973, in [Book 26 Page 67 of Record of Surveys](#)

6. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
Executed By : Millerton New Town Development, a California General Partnership
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

Note: Reference is made to said instrument for full particulars.

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

Instrument : Grant of Easement
Granted To : Millertown Resources, a Delaware corporation
For : Public utility and road access
Dated : December 10, 1991
Recorded : [December 11, 1911 in Official Records under Recorder's Serial Number 91151506](#)
Affects : As described therein

8. Terms and provisions as contained in an instrument,

Entitled : Fresno County Fire Protection District Resolution No. 2000-15
Executed By : County of Fresno
Recorded : [July 21, 2000 in Official Records under Recorder's Serial Number 2000-0086384](#)

9. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, the County of Fresno, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$40,000,000.00
Trustor/Borrower : Granville Homes, Inc., a California corporation
Trustee : Old Republic Title Company
Beneficiary/Lender : U.S. Bank National Association d/b/a Housing Capital Company
Dated : April 18, 2016
Recorded : [May 27, 2016 in Official Records under Recorder's Serial Number 2016-0067750](#)
Loan No. : 1486R
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other property

Amendment to Construction Deed of Trust with Assignment of Leases and Renets, Security Agreement and Fixture Filing, pertaining to said Deed of Trust executed by Granville Homes, Inc.

Recorded : [October 11, 2018 in Official Records under Recorder's Serial Number 2018--0125180](#)

MATTERS AFFECTING TRACT II:

11. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

12. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-13	
Code No.	:	076-094	
1st Installment	:	\$8,816.55	Marked Paid
2nd Installment	:	\$8,816.55	NOT Marked Paid
Land Value	:	\$1,496,480.00	

13. 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.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

14. Any special tax which is now a lien and that may be levied within the Community Facilities District No. 2010-01, a notice of which was recorded as follows:

Instrument Entitled : Notice of Special Tax Lien
By : Fresno County Fire Protection District
Recorded : [July 22, 2010 in Official Records under Recorder's Serial Number 2010-0093596](#)

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

Further information may be obtained by contacting:

Name : Geraldine Welford
Address : 210 South Academy Avenue, Sanger, CA 93657
Phone : (559)493-4300

And as modified by an instrument, executed by Fresno County Fire Protection District, recorded [May 18, 2011 in Official Records under Recorder's Serial Number 2011-0066725](#).

15. Water rights, claims or title to water, whether or not shown by the public records.
16. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of any public highway or road.
17. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Recorded : [April 1, 1988 in Official Records under Recorder's Serial Number 88034750](#)

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, 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. 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."

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

Granted To : County of Fresno on behalf of County Service Area 34
For : Fill and fence
Recorded : [February 6, 1991 in Official Records under Recorder's Serial Number 91015064](#)
Affects : As described therein

19. Conditions contained and/or referred to in an instrument,

Entitled : Resolution No. 2000-15
By : Fresno County Fire Protection District
Recorded : [July 21, 2000 in Official Records under Recorder's Serial Number 2000-0086384](#)

20. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement
Executed By : California Department of Fish & Game and County of Fresno and Developers
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

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

Granted To : County of Fresno
For : Public utility
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060919](#)
Affects : As described therein

22. Terms and provisions as contained in an instrument,

Entitled : Financing, Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Protection District, a California special district and JPJ, Incorporated
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

23. Terms and provisions as contained in an instrument,

Entitled : Grant of Temporary Easement and Subordination(s)
Executed By : JPJ, Incorporated
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)

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

Granted To : JPJ, Incorporated, a California corporation
For : Installation and construction of public utility pipes
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)
Affects : As described therein

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

Granted To : County of Fresno
For : Public utility
Recorded : [May 18, 2018 in Official Records under Recorder's Serial Number 2018-0059096](#)
Affects : As described therein

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

Amount : \$1,884,086.22
Trustor/Borrower : WC Millerton Developers, Inc., a California corporation
Trustee : Old Republic Title Company, a California corporation
Beneficiary/Lender : JPJ Incorporated, a California corporation
Dated : December 18, 2018
Recorded : [December 21, 2018 in Official Records under Recorder's Serial Number 2018-0152210](#)
Returned to : 7030 N. Fruit Avenue, Suite 101, Fresno, CA 93711

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$500,000.00
Trustor/Borrower : WC Millerton Developers, Inc., a California corporation
Trustee : Old Republic Title Company
Beneficiary/Lender : Assemi Brothers, LLC, a California limited liability company
Dated : December 17, 2018
Recorded : [December 21, 2018 in Official Records under Recorder's Serial Number 2018-0152211](#)
Returned to : 1396 W. Herndon Ave., Suite 101, Fresno, CA 93711

MATTERS AFFECTING TRACT III:

28. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

29. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-340-13	
1st Installment	:	\$4,629.05	Marked Paid
2nd Installment	:	\$4,629.05	NOT Marked Paid

30. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-10	
1st Installment	:	\$14,929.19	Marked Paid
2nd Installment	:	\$14,929.19	NOT Marked Paid

Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-11	
1st Installment	:	\$14,929.19	Marked Paid
2nd Installment	:	\$14,929.19	NOT Marked Paid

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

31. Supplemental taxes, general and special, for the fiscal year 2017 - 2018 as follows:

Assessor's Parcel No.	:	300-542-10ZZ	
1st Installment	:	\$10,442.71	Marked Paid
2nd Installment	:	\$10,442.71	NOT Marked Paid
Delinquent On	:	April 10, 2019	

Supplemental taxes, general and special, for the fiscal year 2017 - 2018 as follows:

Assessor's Parcel No.	:	300-542-11ZZ	
1st Installment	:	\$10,442.71	Marked Paid
2nd Installment	:	\$10,442.71	NOT Marked Paid
Delinquent On	:	April 10, 2019	

32. 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.

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

District No	:	Annexation Territory No. 2A of Community Facilities District No. 2006-01
For	:	Police Protection Services
Disclosed By	:	Amendment Notice of Special Tax Lien
Recorded	:	November 8, 2006 in Official Records under Recorder's Serial Number 2006-0238040

Further information may be obtained by contacting:

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

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

Further information may be obtained by contacting:

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

35. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

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

Granted To : San Joaquin Light and Power Corporation
For : Poles and Wires for a Telephone Line
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public Utilities with the Right of Ingress and Egress
Recorded : [August 22, 1945 in Book 2264 of Official Records, Page 269 under Recorder's Serial Number 32818](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Pole Lines and/or Underground Conduits
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

For : Non-Exclusive Private Road and Public Utilities
Affects : Said land

40. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
To : County of Fresno
For : Future Public Road
Dated : May 31, 1984
Recorded : [June 1, 1984 in Official Records under Recorder's Serial Number 84053151](#)

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

Instrument : Grant of Easement
Granted To : Charles Forman, et al
For : Private Road and Underground Utilities
Recorded : [June 22, 1984 in Official Records under Recorder's Serial Number 84-60046](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Entitled : Agreement
Executed By : County of Fresno and Millerton New Town Development Company
Dated : May 1, 1990
Recorded : [May 10, 1990 in Official Records under Recorder's Serial Number 90054027](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Grant of Easement
Granted To : Millertown Resources, a Delaware corporation
For : Public Utilities and Road Access
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)
Affects : Parcels 3 and 4

Not defined of Record

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

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

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

Entitled : Financing, Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Proection District, a California special district, and JPJ, Incorporated
Dated : April 14, 2010
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$1,600,000.00
Trustor/Borrower : Grantor Real Estate Investments, 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 : July 8, 2016
Recorded : [August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114795](#)
Loan No. : 2425L1

Affects this and other property.

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

Entitled : Memorandum of Additional Advance Modificaiton Agreement
Executed By : 3B Development, Inc., a California corporation, et al
Dated : March 7, 2018
Recorded : [April 5, 2018 in Official Records under Recorder's Serial Number 2018-0039798](#)

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

Instrument : Grant of Temporary Easement and Subordination(s)
Granted To : JPJ Incorporated, a California corporation
For : temporary easement for the installation and construction of public utility pipes and incidental purposes
Dated : February 23, 2018
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)
Affects : easterly portion of said land

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Deed of Easement
Granted To : The County of Fresno
For : Easement for public utility and incidental purposes
Dated : February 23, 2018
Recorded : [May 18, 2018 in Official Records under Recorder's Serial Number 2018-0059096](#)
Affects : easterly portion of said land

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

Instrument : Easement Deed
Granted To : Pacific Gas and Electric Company
For : Public Utilities
Recorded : [December 5, 2018 in Official Records under Recorder's Serial Number 2018-0145315](#)
Affects : Said land as per map attached thereto

THE FOLLOWING MATTERS AFFECT TRACT IV:

50. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

51. 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.

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

District No : Annexation Territory No. 2A of Community Facilities District No. 2006-01
For : Police Protection Services
Disclosed By : Amendment Notice of Special Tax Lien
Recorded : [November 8, 2006 in Official Records under Recorder's Serial Number 2006-238040](#)

Further information may be obtained by contacting:

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

And as modified by an instrument, executed by The County of Fresno, recorded [September 21, 2017 in Official Records under Recorder's Serial Number 2017-0120153](#).

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

District No : 2005-03
For : Fresno County Fire Protection District
Disclosed By : Notice of Special Tax Lien
Recorded : [July 22, 2010 in Official Records under Recorder's Serial Number 2010-0093596](#)

Further information may be obtained by contacting:

And as modified by an instrument, executed by County of Fresno, recorded [May 18, 2011 in Official Records under Recorder's Serial Number 2011-0066725](#).

54. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

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

Granted To : San Joaquin Light and Power Company
For : Poles and wires for a telephone line
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : As described therein

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public utilities with the right of ingress and egress
Recorded : [August 22, 1945 in Book 2264 of Official Records, Page 269 under Recorder's Serial Number 32818](#)
Affects : As described therein

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public utilities and/or underground conduits
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : As described therein

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

Entitled : Agreement
Executed By : County of Fresno and Millerton New Town Development Company
Dated : May 1, 1990
Recorded : [May 10, 1990 in Official Records under Recorder's Serial Number 90-054027](#)

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

Entitled : Grant of Easement
Executed By : Millerton New Town Development, a California General Partnership and Millerton Resources, a Delaware corporation
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

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

Entitled : Consulting Agreement
Executed By : BDC Development Corporation, a California corporation, SJV Ventures, Inc., a California corporation and The Clarksfield Company, inc., a California corporation
Recorded : [November 22, 1996 in Official Records under Recorder's Serial Number 96156596](#)

affects a portion of Parcel Twelve and other property

And as modified by an instrument, executed by A. Ben Ewell, Jr. and SJV Ventures, Inc., a California corporation and BDC Development Corporation, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156595](#).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

And as modified by an instrument, executed by SJV Ventures, Inc., BDC Development Corporation and A. Ben Ewell, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156598](#).

And as modified by an instrument, executed by SJV Ventures, Inc., BDC Development Corporation and Westcal, Inc, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156599](#).

And as modified by an instrument, executed by SJV Ventures, Inc, BDC Development Company and Westcal, Inc, recorded [March 22, 2012 in Official Records under Recorder's Serial Number 2012-40927](#).

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

Entitled : Settlement Agreement (including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

62. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Minor Collector Road Fees for Millerton Specific Plan Development
In Favor Of : J.P.J., Inc., a California corporation
Dated : January 4, 2010
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060928](#)

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

Entitled : Financing Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Protection District, a California special district, and J.P.J. Incorporated
Dated : April 14, 2010
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

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

Entitled : Deed Restriction
Executed By : JPJ, Incorporated, a California corporation
Recorded : [July 25, 2016 in Official Records under Recorder's Serial Number 2016-0095512](#)

affects a portion of Parcel Twelve and other property

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

Entitled : Restrictive Covenant
Executed By : JPJ, Incorporated, a California corporation
Dated : July 19, 2016
Recorded : [July 25, 2016 in Official Records under Recorder's Serial Number 2016-0095513](#)

affects a portion of Parcel Twelve and other property

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

Amount : \$4,900,000.00
Trustor/Borrower : Millerton Investments, 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 : July 6, 2016
Recorded : August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114793
Loan No. : 2425L
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other property

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

Entitled : Memorandum of Additional Advance Modification Agreement
Executed By : Millerton Investments, LLC, a California limited liability company
Recorded : [April 5, 2018 in Official Records under Recorder's Serial Number 2018-0039762](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

Amended and Restated Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, pertaining to said Deed of Trust executed by Millerton Investments, LLC, a California limited liability company and U.S. Bank National Association, d/b/a Housing Capital Company.

Recorded : May 8, 2018 in Official Records under Recorder's Serial Number 2018-0054416

Returned to
Address : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

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

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 2.3.

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

Instrument

Entitled : Grant Deed

By/From : Charles M. Forman, Trustee, and Jerome N. Drell, Eunice Drell, Co-Trustees, husband and wife, as joint tenants, and Margaret Y. Nee, West

To : Granville Homes, Inc., a California corporation

Dated : January 16, 1996

Recorded : [February 2, 1996 in Official Records under Recorder's Serial Number 96014513](#)

C. All transactions that close on or after March 1, 2015 will include a \$20.00 minimum recording service fee, plus actual charges required by the County Recorder.

RAM/mm

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 (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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

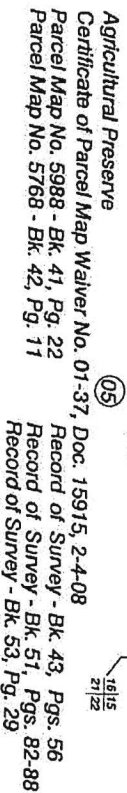
Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

POB. SEC.'S 10, 15 & 16 T 11 S. R 21 E. M D B & M

300-54

1" = 800'



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

Assessor's Map Bk. 300 - Pg. 54
County of Fresno, Calif.

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

SUBDIVIDED LAND IN POR. SEC. 10, T. 11 S., R. 21 E., M.D.B. & M.

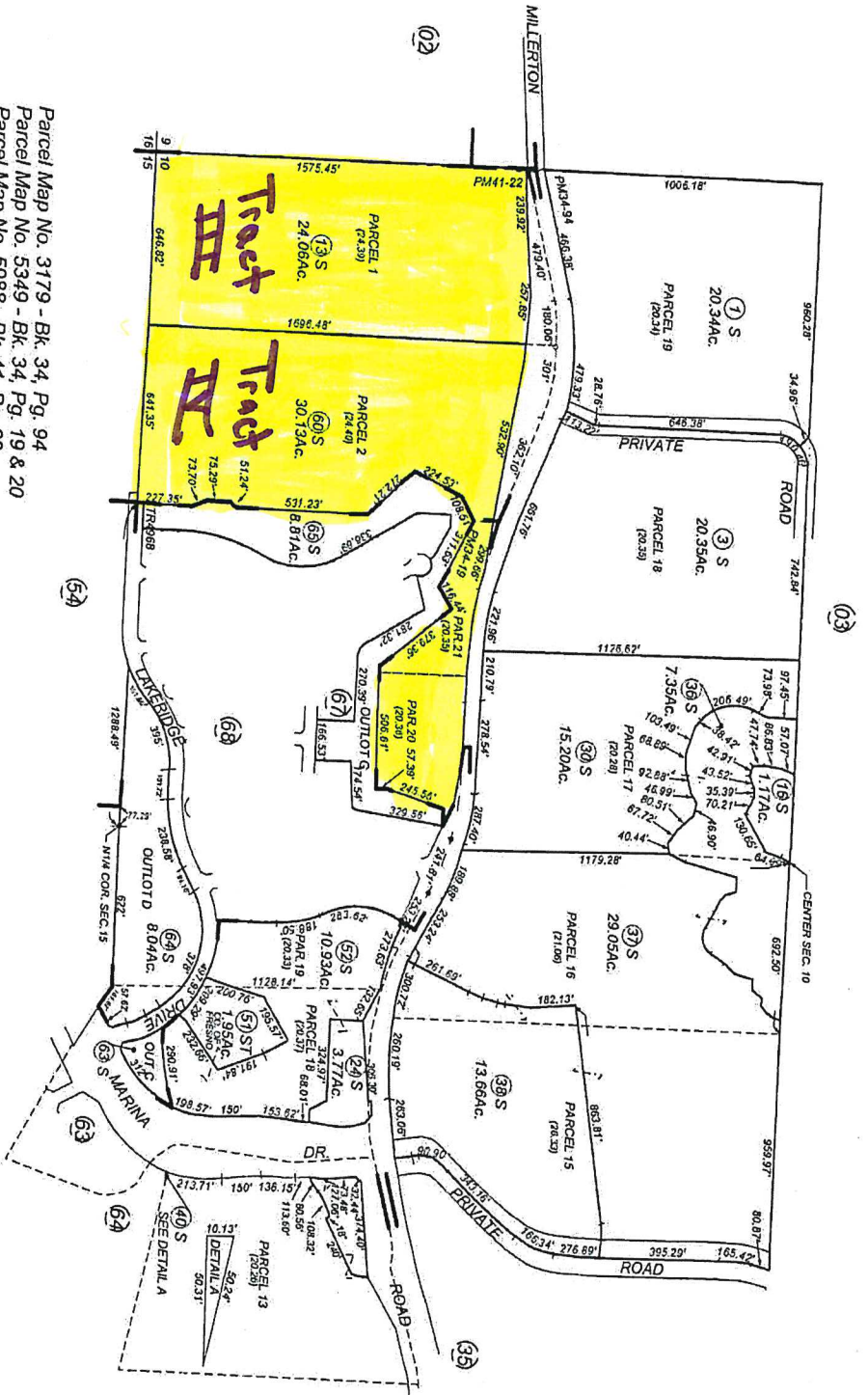
Tax Rate Area
76-094
76-095
199-014

300-34

Non-Order Search
Doc: FR:A 300-34

Page 1 of 1
Notice

Requested By: James Holly, Printed: 2/26/2019 11:46 AM



10/30/2018

Parcel Map No. 3179 - Bk. 34, Pg. 94
Parcel Map No. 5349 - Bk. 34, Pg. 19 & 20
Parcel Map No. 5988 - Bk. 41, Pg. 22
Tract No. 4968 - Plat Bk. 88, Pgs. 1-8

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

Assessor's Map Bk. 300 - Pg. 34
County of Fresno, Calif.



OLD REPUBLIC
TITLE COMPANY

EXHIBIT B

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

PRELIMINARY REPORT

ASHLAN & HAYES, INC
1396 W. HERNDON AVENUE
FRESNO, CA 93711

First Amended Report

Our Order Number 1411014270A-DB

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Group 4, Friant, CA 93626
[Unincorporated area of Fresno County]

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

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

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

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

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

Dated as of March 8, 2019, at 8:00 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

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:

An Easement as to Parcels Three and Four of Tract IV; and Fee as to the remainder

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

Tract I:

Ashlan & Hayes Investments, LLC, a California limited liability company

Tract II:

Locans Investments, LLC, a California limited liability company

Tract III:

Millerton Investments, LLA, a California limited liability company

Tract IV:

Grantor Real Estate Investments, 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:

Tract I:

PARCEL 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE NORTH 00° 45' 27" EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16, A DISTANCE OF 561.69 FEET; THENCE SOUTH 89° 14' 33" EAST A DISTANCE OF 304.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 21° 51' 10" EAST A DISTANCE OF 118.88 FEET; THENCE NORTH 56° 24' 02" EAST A DISTANCE OF 179.21 FEET; THENCE NORTH 33° 56' 18" EAST A DISTANCE OF 399.53 FEET; THENCE NORTH 57° 18' 52" EAST A DISTANCE OF 122.18 FEET; THENCE NORTH 38° 37' 13" EAST A DISTANCE OF 684.84 FEET; THENCE NORTH 08° 57' 22" EAST A DISTANCE OF 31.86 FEET; THENCE SOUTH 61° 22' 23" EAST A DISTANCE OF 126.23 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 900.00 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 42' 58", AN ARC DISTANCE OF 356.82 FEET; THENCE SOUTH 84° 05' 21" EAST A DISTANCE OF 237.09

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

FEET; THENCE SOUTH 05° 54' 39" WEST A DISTANCE OF 175.72 FEET; THENCE SOUTH 61° 58' 27" WEST A DISTANCE OF 250.16 FEET; THENCE SOUTH 76° 17' 09" WEST A DISTANCE OF 95.71 FEET; THENCE SOUTH 18° 26' 44" WEST A DISTANCE OF 88.84 FEET; THENCE SOUTH 65° 36' 00" WEST A DISTANCE OF 167.40 FEET; THENCE NORTH 85° 38' 04" WEST A DISTANCE OF 156.14 FEET; THENCE SOUTH 40° 46' 52" WEST DISTANCE OF 124.15 FEET; THENCE SOUTH 51° 22' 50" WEST A DISTANCE OF 146.37 FEET; THENCE NORTH 77° 07' 28" WEST A DISTANCE OF 219.61 FEET; THENCE SOUTH 39° 42' 59" WEST A DISTANCE OF 156.83 FEET; THENCE SOUTH 06° 13' 47" EAST A DISTANCE OF 62.96 FEET; THENCE SOUTH 53° 59' 22" WEST A DISTANCE OF 77.43 FEET; THENCE SOUTH 47° 32' 43" WEST A DISTANCE OF 258.78 FEET; THENCE SOUTH 71° 13' 52" WEST A DISTANCE OF 121.62 FEET, THENCE NORTH 88° 09' 34" WEST A DISTANCE OF 62.73 FEET, THENCE NORTH 34° 29' 44" WEST A DISTANCE OF 60.87 FEET TO THE TRUE POINT OF BEGINNING.

APN: 300-542-39
300-542-40

PARCEL 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE NORTH 00° 45' 27" EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16, A DISTANCE OF 561.69 FEET; THENCE SOUTH 89° 14' 33" EAST A DISTANCE OF 304.27 FEET, THENCE NORTH 21° 51' 10" EAST A DISTANCE OF 118.88 FEET; THENCE NORTH 56° 24' 02" EAST A DISTANCE OF 179.21 FEET; THENCE NORTH 33° 56' 18" EAST A DISTANCE OF 399.53 FEET; THENCE NORTH 57° 18' 52" EAST A DISTANCE OF 122.18 FEET; THENCE NORTH 38° 37' 13" EAST A DISTANCE OF 684.84 FEET; THENCE NORTH 08° 57' 22" EAST A DISTANCE OF 31.86 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 08° 57' 22" EAST A DISTANCE OF 161.08 FEET; THENCE NORTH 40° 57' 32" EAST A DISTANCE OF 69.43 FEET; THENCE SOUTH 87° 07' 00" EAST A DISTANCE OF 69.89 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 300.00 FEET (THE RADIAL TO SAID POINT BEARS NORTH 10° 56' 13" WEST), THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 106° 50' 52", AN ARC DISTANCE OF 559.45 FEET; THENCE SOUTH 05° 54' 39" WEST A DISTANCE OF 52.82 FEET, THENCE NORTH 84° 05' 21" WEST A DISTANCE OF 41.19 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 900.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 42' 58", AN ARC DISTANCE OF 356.82 FEET; THENCE NORTH 61° 22' 23" WEST A DISTANCE OF 126.23 FEET TO THE TRUE POINT OF BEGINNING.

APN: 300-542-41

PARCEL 3:

THAT PORTION OF THE EAST HALF OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT PLAT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE NORTH $69^{\circ} 57' 24''$ EAST A DISTANCE OF 446.22 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH $64^{\circ} 45' 59''$ EAST, A DISTANCE OF 249.90 FEET; THENCE SOUTH $36^{\circ} 37' 58''$ EAST A DISTANCE OF 511.79 FEET; THENCE SOUTH $20^{\circ} 52' 54''$ WEST, A DISTANCE OF 305.34 FEET; THENCE NORTH $61^{\circ} 22' 23''$ WEST, A DISTANCE OF 198.44 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 560.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE $84^{\circ} 03' 01''$, AN ARC DISTANCE OF 821.49 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING NORTH OF SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, CERTIFICATE NO. 12-18, RECORDED MAY 24, 2013, AS [INSTRUMENT NO. 2013-0075084 OF OFFICIAL RECORDS](#).

APN: 300-542-48

Tract II:

Portions of Section 15 and Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, being more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 16; thence

- 1) South $88^{\circ} 20' 25''$ East, along the North line of said Northeast quarter, a distance of 1,509.93 feet to the Northwest corner of that Parcel of land described in Document No. 2006-0143583, Official Records of Fresno County; thence along the Westerly boundary of said Parcel following subsequent courses and distances
- 2) South $21^{\circ} 41' 28''$ West, a distance of 670.08 feet;
- 3) South $35^{\circ} 31' 20''$ East, a distance of 830.19 feet; thence
- 4) South $40^{\circ} 21' 32''$ East, a distance of 60.00 feet; thence
- 5) North $49^{\circ} 38' 28''$ East, a distance of 27.92 feet; thence

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 6) South 14° 49' 50" East, a distance of 871.78 feet; thence
- 7) South 31° 36' 17" East, a distance of 489.62 feet; thence
- 8) North 45° 31' 54" East, a distance of 531.57 feet to the East line of said Northeast quarter of Section 16; thence
- 9) South 01° 13' 22" West, along said East line, a distance of 439.13 feet to the Northwest corner of the Southwest quarter of said Section 15; thence
- 10) South 88° 13' 13" East, along the North line of said Southwest quarter, a distance of 755.75 feet to the centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances
- 11) South 19° 56' 46" West, a distance of 72.49 feet; thence
- 12) North 85° 00' 30" West, a distance of 64.24 feet; thence
- 13) South 31° 16' 41" West, a distance of 173.07 feet; thence
- 14) South 07° 32' 49" West, a distance of 30.34 feet; thence
- 15) South 60° 14' 25" East, a distance of 15.12 feet; thence
- 16) North 51° 58' 21" East, a distance of 50.64 feet; thence
- 17) South 68° 02' 55" East, a distance of 20.01 feet; thence
- 18) South 08° 04' 11" East, a distance of 109.28 feet; thence
- 19) South 42° 12' 02" West, a distance of 12.77 feet; thence
- 20) North 87° 31' 46" West, a distance of 32.39 feet; thence
- 21) South 37° 15' 35" West, a distance of 11.40 feet; thence
- 22) South 17° 57' 04" East, a distance of 71.26 feet; thence
- 23) South 03° 52' 53" West, a distance of 37.55 feet; thence
- 24) South 37° 58' 25" West, a distance of 77.17 feet; thence
- 25) South 58° 06' 28" West, a distance of 52.04 feet; thence
- 26) North 55° 36' 08" West, a distance of 24.13 feet; thence
- 27) North 10° 41' 15" East, a distance of 88.28 feet; thence

- 28) North 35° 44' 47" West, a distance of 13.78 feet; thence
- 29) North 82° 10' 48" West, a distance of 56.38 feet; thence
- 30) South 70° 01' 31" West, a distance of 25.44 feet; thence
- 31) South 02° 10' 27" East, a distance of 47.81 feet; thence
- 32) South 87° 49' 33" West, a distance of 23.35 feet; thence
- 33) North 25° 34' 05" West, a distance of 33.23 feet; thence
- 34) North 45° 05' 04" West, a distance of 87.86 feet; thence
- 35) North 21° 03' 30" West, a distance of 82.48 feet; thence
- 36) South 66° 29' 29" West, a distance of 48.38 feet; thence
- 37) North 27° 08' 46" West, a distance of 61.63 feet; thence
- 38) South 54° 42' 00" West, a distance of 49.76 feet; thence
- 39) North 80° 26' 10" West, a distance of 123.11 feet; thence
- 40) South 62° 09' 18" West, a distance of 30.53 feet; thence
- 41) South 02° 44' 45" West, a distance of 47.97 feet; thence
- 42) South 41° 03' 28" East, a distance of 73.48 feet; thence
- 43) South 24° 09' 27" West, a distance of 53.77 feet; thence
- 44) South 75° 42' 11" West, a distance of 52.74 feet; thence
- 45) South 35° 36' 50" West, a distance of 206.11 feet to a point on the West line of said Southwest quarter of Section 15, said point being a distance of 721.70 feet Southerly of said Northwest corner of the Southwest quarter, thence leaving said West line and continuing along said centerline of White Fox Creek.
- 46) South 35° 36' 50" West, a distance of 172.00 feet, thence leaving said centerline
- 47) South 02° 29' 55" West, a distance of 186.99 feet to the Northeasterly corner of that Parcel of land described in Document No. [2002-0037453](#), Official Records of Fresno County, thence along the Northwesterly boundary of a said Parcel following the subsequent courses and distances
- 48) North 83° 40' 49" West, a distance of 195.90 feet, thence
- 49) North 06° 19' 11" East, a distance of 52.82 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 300.00 feet, thence along said curve

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 50) Northwesterly, through a central angle of $106^{\circ} 50' 52''$, an arc distance of 559.45 feet, thence
- 51) North $86^{\circ} 42' 28''$ West, 69.89 feet, thence
- 52) South $41^{\circ} 22' 04''$ West, 69.43 feet, thence
- 53) South $09^{\circ} 21' 54''$ West, a distance of 192.94 feet, thence
- 54) South $39^{\circ} 01' 45''$ West, a distance of 684.84 feet, thence
- 55) South $57^{\circ} 43' 24''$ West, a distance of 122.18 feet, thence
- 56) South $34^{\circ} 20' 50''$ West, a distance of 399.53 feet, thence
- 57) South $56^{\circ} 48' 34''$ West, a distance of 179.21 feet, thence
- 58) South $22^{\circ} 15' 42''$ West, a distance of 118.88 feet, thence
- 59) South $34^{\circ} 05' 12''$ East, a distance of 60.87 feet, thence leaving said Northwesterly boundary
- 60) South $38^{\circ} 49' 04''$ West, a distance of 106.13 feet, returning to said centerline of White Fox Creek, thence along said centerline following the subsequent courses and distances
- 61) South $10^{\circ} 05' 17''$ West, a distance of 146.41 feet, thence
- 62) South $12^{\circ} 27' 46''$ East, a distance of 128.54 feet, thence
- 63) South $20^{\circ} 18' 39''$ West, a distance of 86.52 feet, thence
- 64) South $71^{\circ} 09' 21''$ West, a distance of 160.16 feet, thence
- 65) South $57^{\circ} 24' 44''$ West, a distance of 39.40 feet to the South line of the Southeast quarter of said Section 16; thence
- 66) North $88^{\circ} 48' 08''$ West, along said South line, a distance of 70.53 feet to the Southwest corner of the East half of the West half of said Southeast quarter, thence
- 67) North $01^{\circ} 09' 59''$ East, along the West line of said East half, a distance of 988.87 feet to the most Southwesterly corner of that Parcel of land described in Document No. [2002-0037456](#), Official Records of Fresno County, thence along the Easterly boundary of said Parcel following the subsequent courses and distances:
- 68) South $88^{\circ} 17' 13''$ East, a distance of 172.04 feet, thence
- 69) North $50^{\circ} 29' 02''$ East, a distance of 229.77 feet, thence
- 70) North $37^{\circ} 55' 01''$ East, a distance of 582.64 feet, thence

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 71) North 44° 57' 55" East, a distance of 366.25 feet, thence
- 72) South 60° 57' 51" East, a distance of 178.34 feet, thence
- 73) North 21° 17' 26" East, a distance of 578.19 feet, thence
- 74) North 36° 13' 26" West, a distance of 681.91 feet, thence
- 75) North 00° 55' 14" West, a distance of 634.33 feet, thence
- 76) North 35° 39' 41" West, a distance of 126.89 feet, thence
- 77) North 49° 38' 17" East, a distance of 67.61 feet, thence
- 78) North 40° 21' 43" West, a distance of 119.90 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 360.00 feet, thence along said curve
- 79) Northwesterly, through a central angle of 16° 11' 26", an arc distance of 101.73 feet, thence
- 80) North 06° 09' 27" West, a distance of 306.42 feet, thence
- 81) North 88° 20' 01' West, a distance of 298.19 feet, thence
- 82) South 45° 06' 32" West, a distance of 167.09 feet, thence
- 83) North 88° 57' 00' West, a distance of 84.95 feet, thence
- 84) South 03° 16' 52" West, a distance of 127.97 feet, thence
- 85) South 06° 39' 54" East, a distance of 61.17 feet, thence
- 86) South 02° 53' 11" West, a distance of 363.84 feet, thence
- 87) North 63° 00' 46" East, a distance of 442.99 feet, thence
- 88) South 35° 42' 32" East, a distance of 146.77 feet, thence
- 89) South 39° 24' 48" West, a distance of 98.07 feet, thence
- 90) South 53° 32' 51" West, a distance of 704.59 feet, thence
- 91) South 01° 09' 59" West, 397.31 feet to the Northwest corner of said East half; thence
- 92) North 88° 34' 23" West, along the South line of said Northeast quarter of Section 16, a distance of 613.41 feet to the Southeasterly corner of that Parcel of land described in Document No. [2002-0037457](#), Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances:
- 93) North 20° 25' 28" East, a distance of 413.22 feet, thence

- 94) North 14° 51' 32" East, a distance of 626.05 feet, thence
- 95) North 36° 58' 51" East, a distance of 273.76 feet, thence
- 96) South 76° 43' 35" East, a distance of 83.61 feet, thence
- 97) North 11° 58' 51" East, a distance of 745.82 feet, thence
- 98) North 48° 42' 42" West, a distance of 398.99 feet, thence
- 99) North 74° 41' 00" West, a distance of 139.69 feet, thence
- 100) South 29° 28' 42" West, a distance of 611.16 feet to the West line of said Northeast quarter of Section 16; thence
- 101) North 01° 08' 39" East, along the West line of said Northeast quarter, a distance of 940.87 feet to the point of beginning.

This legal is made pursuant to that certain Certificate of Compliance recorded August 22, 2008 as Instrument No. [2008-0120599](#) of Official Records.

Together with that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East a distance of 397.31 feet; thence North 53° 08' 19" East, a distance of 704.59 feet; thence North 39° 00' 16" East, a distance of 98.07 feet; thence North 36° 07' 04" West, a distance of 146.77 feet; thence South 62° 36' 14" West, a distance of 442.99 feet; thence North 02° 28' 39" East, a distance of 363.84 feet; thence North 07° 04' 26" West, a distance of 61.17 feet; thence North 02° 52' 20" East, a distance of 127.97 feet; thence South 89° 21' 32" East, a distance of 84.95 feet; thence North 44° 42' 00" East, a distance of 167.09 feet; thence South 88° 44' 33" East, a distance of 298.19 feet; thence South 06° 33' 59" East, a distance of 306.42 feet to a point on a non-tangent curve, concave to the Southwest, with a radius of 360.00 feet (the radial to said point bears North 33° 02' 19" East); thence Southeasterly along said curve, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence South 40° 46' 15" East, a distance of 119.90 feet; thence South 49° 13' 45" West, a distance of 67.61 feet; thence South 36° 04' 13" East, a distance of 126.89 feet; thence South 01° 19' 46" East, a distance of 634.33 feet; thence South 36° 37' 58" East, a distance of 681.91 feet; thence South 20° 52' 54" West, a distance of 578.18 feet; thence North 61° 22' 23" West, a distance of 178.34 feet; thence South 44° 33' 23" West, a distance of 366.25 feet; thence South 37° 30' 29" West, a distance of 582.64 feet; thence South 50° 04' 30" West, a distance of 229.77 feet; thence North 88° 41' 45" West, a distance of 172.04 feet to a point on the West line of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, along said West line of the East half of the West half of the Southeast quarter of Section 16, a distance of 1,637.46 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof described as follows:

Commencing at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 69° 57' 24" East, a distance of 446.22 feet to the true point of beginning of this description;

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

thence South 64° 45' 59" East, a distance of 249.90 feet; thence South 36° 37' 58" East, a distance of 511.79 feet; thence South 20° 52' 54" West, a distance of 305.34 feet; thence North 61° 22' 23" West, a distance of 198.44 feet to the point of curvature of a curve, concave to the Northeast, with a radius of 560.00 feet; thence Northwesterly and Northeasterly along said curve, through a central angle 84° 03' 01", an arc distance of 821.49 feet to the true point of beginning.

EXCEPTING THEREFROM that portion lying North of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

This legal description is made pursuant to that certain Certificate Approving a Lot Line Adjustment, Certificate No. 12-18 shown as Parcel C, recorded May 24, 2013, as Instrument No. [13-75084](#) of Official Records.

APN: 300-542-32
300-542-33
300-542-52

Tract III:

Portions of Section 15 and Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, being more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 16; thence

- 1) South 88° 20' 25" East, along the North line of said Northeast quarter, a distance of 1,509.93 feet to the Northwest corner of that parcel of land described in [Document No. 2006-0143583](#), Official Records of Fresno County; thence along the Westerly boundary of said Parcel following subsequent courses and distances
- 2) South 21° 41' 28" West, a distance of 670.08 feet;
- 3) South 35° 31' 20" East, a distance of 830.19 feet; thence
- 4) South 40° 21' 32" East, a distance of 60.00 feet; thence
- 5) North 49° 38' 28" East, a distance of 27.92 feet; thence
- 6) South 14° 49' 50" East, a distance of 871.78 feet; thence
- 7) South 31° 36' 17" East, a distance of 489.62 feet; thence
- 8) North 45° 31' 54" East, a distance of 531.57 feet to the East line of said Northeast quarter of Section 16; thence
- 9) South 01° 13' 22" West, along said East line, a distance of 439.13 feet to the Northwest corner of the Southwest quarter of said Section 15; thence
- 10) South 88° 13' 13" East, along the North line of said Southwest quarter, a distance of 755.75 feet to the centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 11) South 19° 56' 46" West, a distance of 72.49 feet; thence
- 12) North 85° 00' 30" West, a distance of 64.24 feet; thence
- 13) South 31° 16' 41" West, a distance of 173.07 feet; thence
- 14) South 07° 32' 49" West, a distance of 30.34 feet; thence
- 15) South 60° 14' 25" East, a distance of 15.12 feet; thence
- 16) North 51° 58' 21" East, a distance of 50.64 feet; thence
- 17) South 68° 02' 55" East, a distance of 20.01 feet; thence
- 18) South 08° 04' 11" East, a distance of 109.28 feet; thence
- 19) South 42° 12' 02" West, a distance of 12.77 feet; thence
- 20) North 87° 31' 46" West, a distance of 32.39 feet; thence
- 21) South 37° 15' 35" West, a distance of 11.40 feet; thence
- 22) South 17° 57' 04" East, a distance of 71.26 feet; thence
- 23) South 03° 52' 53" West, a distance of 77.17 feet; thence
- 24) South 37° 58' 25" West, a distance of 77.17 feet; thence
- 25) South 58° 06' 28" West, a distance of 52.04 feet; thence
- 26) North 55° 36' 08" West, a distance of 24.13 feet; thence
- 27) North 10° 41' 15" East, a distance of 88.28 feet; thence
- 28) North 35° 44' 47" West, a distance of 13.78 feet; thence
- 29) North 82° 10' 48" West, a distance of 56.38 feet; thence
- 30) South 70° 01' 31" West, a distance of 25.44 feet; thence
- 31) South 02° 10' 27" East, a distance of 47.81 feet; thence
- 32) South 87° 49' 33" West, a distance of 23.35 feet; thence
- 33) North 25° 34' 05" West, a distance of 33.23 feet; thence
- 34) North 45° 05' 04" West, a distance of 87.86 feet; thence

- 35) North 21° 03' 30" West, a distance of 82.48 feet; thence
- 36) South 66° 29' 29" West, a distance of 48.38 feet; thence
- 37) South 27° 08' 46" East, a distance of 61.63 feet; thence
- 38) South 54° 42' 00" West, a distance of 49.76 feet; thence
- 39) North 58° 26' 10" West, a distance of 123.11 feet; thence
- 40) South 62° 09' 18" West, a distance of 30.53 feet; thence
- 41) South 02° 44' 45" West, a distance of 47.97 feet; thence
- 42) South 41° 03' 28" East, a distance of 73.48 feet; thence
- 43) South 24° 09' 27" West, a distance of 53.77 feet; thence
- 44) South 75° 42' 11" West, a distance of 52.74 feet; thence
- 45) South 35° 36' 50" West, a distance of 206.11 feet to a point on the West line of said Southwest quarter of Section 15, said point being a distance of 721.70 feet Southwesterly of said Northwest corner of the Southwest quarter; thence leaving said West line and continuing along said centerline of White Fox Creek
- 46) South 35° 36' 50" West, a distance of 172.00 feet; thence leaving said centerline
- 47) South 02° 29' 55" West, a distance of 186.99 feet to the Northeasterly corner of that parcel of land described in [Document No. 2002-0037453](#), Official Records of Fresno County; thence along the Northwesterly boundary of a said Parcel following the subsequent courses and distances
- 48) North 83° 40' 49" West, a distance of 195.90 feet; thence
- 49) North 06° 19' 11" East, a distance of 52.82 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 300.00 feet; thence along said curve
- 50) Northwesterly, through a central angle of 106° 50' 52", an arc distance of 559.45 feet; thence
- 51) North 86° 42' 28" West, a distance of 69.89 feet; thence
- 52) South 41° 22' 04" West, a distance of 69.43 feet; thence
- 53) South 09° 21' 54" West, a distance of 192.94 feet; thence
- 54) South 39° 01' 45" West, a distance of 684.84 feet; thence
- 55) South 57° 43' 24" West, a distance of 122.18 feet; thence
- 56) South 34° 20' 50" West, a distance of 399.53 feet; thence

- 57) South 56° 48' 34" West, a distance of 179.21 feet; thence
- 58) South 22° 15' 42" West, a distance of 118.88 feet; thence
- 59) South 34° 05' 12" East, a distance of 60.87 feet; thence leaving said Northwesterly boundary
- 60) South 38° 49' 04" West, a distance of 106.13 feet, returning to said centerline of White Fox Creek; thence along said centerline following the subsequent courses and distances
- 61) South 10° 05' 17" West, a distance of 146.41 feet; thence
- 62) South 12° 27' 46" East, a distance of 128.54 feet; thence
- 63) South 20° 18' 39" West, a distance of 86.52 feet; thence
- 64) South 71° 09' 21" West, a distance of 160.16 feet; thence
- 65) South 57° 24' 44" West, a distance of 39.40 feet to the South line of the Southeast quarter of said 16; thence
- 66) North 88° 48' 08" West, along said South line, a distance of 70.53 feet to the Southwest corner of the East half of the West half of said Southeast quarter; thence
- 67) North 01° 09' 59" East, along the West line of said East half, a distance of 988.87 feet to the most Southerly corner of that parcel of land described in [Document No. 2002-0037456](#), Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances
- 68) South 88° 17' 13" East, a distance of 172.04 feet; thence
- 69) North 50° 29' 02" East, a distance of 229.77 feet; thence
- 70) North 37° 55' 01" East, a distance of 582.64 feet; thence
- 71) North 44° 57' 55" East, a distance of 366.25 feet; thence
- 72) South 60° 57' 51" East, a distance of 178.34 feet; thence
- 73) North 21° 17' 26" East, a distance of 578.19 feet; thence
- 74) North 36° 13' 26" West, a distance of 681.91 feet; thence
- 75) North 00° 55' 14" West, a distance of 634.33 feet; thence
- 76) North 35° 39' 41" West, a distance of 126.89 feet; thence
- 77) North 49° 38' 17" East, a distance of 67.61 feet; thence

- 78) North 40° 21' 43" West, a distance of 119.90 feet to the beginning of a tangent curve, concave to the Southwest, with a radius of 360.00 feet; thence along said curve
- 79) Northwesterly, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence
- 80) North 86° 09' 27" West, a distance of 306.42 feet; thence
- 81) North 88° 20' 01" West, a distance of 298.19 feet; thence
- 82) South 45° 06' 32" West, a distance of 167.09 feet; thence
- 83) North 88° 57' 00" West, a distance of 84.95 feet; thence
- 84) South 03° 16' 52" West, a distance of 127.97 feet; thence
- 85) South 06° 39' 54" East, a distance of 61.17 feet; thence
- 86) South 02° 53' 11" West, a distance of 363.84 feet; thence
- 87) North 63° 00' 46" East, a distance of 442.99 feet; thence
- 88) South 35° 42' 32" East, a distance of 146.77 feet; thence
- 89) South 39° 24' 48" West, a distance of 98.07 feet; thence
- 90) South 53° 32' 51" West, a distance of 704.59 feet; thence
- 91) South 01° 09' 59" West, a distance of 397.31 feet to the Northwest corner of said East half; thence
- 92) North 88° 34' 23" West, along the South line of said Northeast quarter of Section 16, a distance of 613.41 feet to the Southeasterly corner of that parcel of land described in [Document No. 2002-0037457](#), Official Records of Fresno County; thence along the Easterly boundary of said Parcel following the subsequent courses and distances
- 93) North 20° 25' 28" East, a distance of 413.22 feet; thence
- 94) North 14° 51' 32" East, a distance of 626.05 feet; thence
- 95) North 36° 58' 51" East, a distance of 273.76 feet; thence
- 96) South 76° 43' 55" East, a distance of 83.61 feet; thence
- 97) North 11° 58' 51" East, a distance of 745.82 feet; thence
- 98) North 48° 42' 42" West, a distance of 398.99 feet; thence
- 99) North 74° 41' 00" West, a distance of 13969 feet; thence

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

- 100) South 29° 28' 42" West, a distance of 611.16 feet to the West line of said Northeast quarter of Section 16; thence
- 101) North 01° 08' 39" East, along the West line of said Northeast quarter, a distance of 940.87 feet to the point of beginning.

This legal is made pursuant to that certain Certificate of Correction recorded [August 22, 2008, as Instrument No. 2008-0120599](#) of Official Records.

TOGETHER WITH that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, a distance of 397.31 feet; thence North 53° 08' 19" East, a distance of 704.59 feet; thence North 39° 00' 16" East, a distance of 98.07 feet; thence North 36° 07' 04" West, a distance of 146.77 feet; thence South 62° 36' 14" West, a distance of 442.99 feet; thence North 02° 28' 39" East, a distance of 363.84 feet; thence North 07° 04' 26" West, a distance of 61.17 feet; thence North 02° 52' 20" East, a distance of 127.97 feet; thence South 89° 21' 32" East, a distance of 84.95 feet; thence North 44° 42' 00" East, a distance of 167.09 feet; thence South 88° 44' 33" East, a distance of 298.19 feet; thence South 06° 33' 59" East, a distance of 306.42 feet to a point on a non-tangent curve, concave to the Southwest, with a radius of 360.00 feet (the radial to said point bears North 33° 02' 19" East); thence Southeasterly along said curve, through a central angle of 16° 11' 26", an arc distance of 101.73 feet; thence South 40° 46' 15" East, a distance of 119.90 feet; thence South 49° 13' 45" West, a distance of 67.61 feet; thence South 36° 04' 13" East, a distance of 126.89 feet; thence South 01° 19' 46" East, a distance of 634.33 feet; thence South 36° 37' 58" East, a distance of 681.91 feet; thence South 20° 52' 54" West, a distance of 578.18 feet; thence North 61° 22' 23" West, a distance of 178.34 feet; thence South 44° 33' 23" West, a distance of 366.25 feet; thence South 37° 30' 29" West, a distance of 582.64 feet; thence South 50° 04' 30" West, a distance of 229.77 feet; thence North 88° 41' 45" West, a distance of 172.04 feet to a point on the West line of the East half of the West half of the Southeast quarter of said Section 16; thence North 00° 45' 27" East, along said West line of the East half of the West half of the Southeast quarter of Section 16, a distance of 1,637.46 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying South of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

ALSO that portion of the East half of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Commencing at the Northwest corner of the East half of the West half of the Southeast quarter of said Section 16; thence North 69° 57' 24" East, a distance of 446.22 feet to the true point of beginning of this description; thence South 64° 45' 59" East, a distance of 249.90 feet; thence South 36° 37' 58" East, a distance of 511.79 feet; thence South 20° 52' 54" West, a distance of 305.34 feet; thence North 61° 22' 23" West, a distance of 198.44 feet to the point of curvature of a curve, concave to the Northeast, with a radius of 560.00 feet; thence Northwesterly and Northeasterly along said curve, through a central angle 84° 03' 01", an arc distance of 821.49 feet to the true point of beginning.

EXCEPTING THEREFROM that portion lying South of the South line of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian.

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

This legal description is made pursuant to that certain Certificate approving a Lot Line Adjustment, Certificate No. 12-18, shown as Parcel A, recorded [May 24, 2013](#), as [Instrument No. 2013-75084](#) of Official Records.

APN: 300-542-51

Tract IV:

PARCEL ONE:

That portion of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, described as follows:

Beginning at the Northeast corner of said Northeast quarter of Section 16; thence South 00° 48' 55" West, along the East line of said Northeast quarter of Section 16, a distance of 117.01 feet to a point on a non-tangent curve, concave to the Northwest, with a radius of 720.00 feet (the radial of said point bears South 56° 21' 13" East); thence Southwesterly along said curve, through a central angle of 18° 39' 09", an arc distance of 234.40 feet; thence South 52° 17' 56" West, a distance of 203.01 feet to the point of curvature of a curve, concave to the Southeast, with a radius of 750.00 feet; thence Southwesterly along said curve, through a central angle of 33° 20' 47", an arc distance of 436.50 feet; thence South 18° 57' 09" West, a distance of 149.51 feet to the point of curvature of a curve, concave to the Northwest, with a radius of 650.00 feet; thence Southwesterly along said curve, through a central angle of 30° 22' 08", an arc distance of 344.52 feet; thence South 49° 14' 01" West, a distance of 11.58 feet; thence South 40° 45' 59" East, a distance of 35.89 feet to the point of curvature of a curve, concave to the Southwest, with a radius of 345.00 feet; thence Southeasterly along said curve, through a central angle of 25° 31' 42", an arc distance of 153.72 feet; thence South 15° 14' 17" East, a distance of 451.32 feet; thence North 74° 45' 43" East, a distance of 30.00 feet; thence South 89° 11' 05" East, a distance of 552.47 feet to a point on the East line of said Northeast quarter of Section 16; thence South 00° 48' 55" West, along said East line of the Northeast quarter of Section 16, a distance of 389.12 feet; thence South 45° 07' 27" West, a distance of 531.57 feet; thence North 32° 00' 44" West, a distance of 489.62 feet; thence North 15° 14' 17" West, a distance of 871.78 feet; thence South 49° 14' 01" West, a distance of 27.92 feet; thence North 40° 45' 59" West, a distance of 60.00 feet; thence North 35° 55' 47" West, a distance of 830.19 feet; thence North 21° 17' 01" East, a distance of 670.13 feet to a point on the North line of said Northeast quarter of Section 16; thence South 88° 44' 42" East, along said North line of the Northeast quarter of Section 16, a distance of 12,200.88 feet to the point of beginning.

This legal description is made pursuant to that certain Certificate approving a Lot Line Adjustment, Certificate No. Placer 01-15(A), recorded [September 30, 2002](#), as [Instrument No. 02-170737](#) of Official Records.

APN: 300-542-05

PARCEL TWO:

That portion of the Northeast quarter of Section 16, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Plat, described as follows:

Beginning at the Southwest corner of said Northeast quarter of Section 16; thence North 00° 44' 07" East, along the West line of said Northeast quarter of Section 16, a distance of 1,688.31 feet; thence North 29° 04' 10" East, a distance of 611.16 feet; thence South 75° 05' 32" East, a distance of 139.69 feet; thence South 49° 07' 14" East, a distance of 398.99 feet; thence South 11° 34' 19" West, a distance of 745.82 feet; thence North 77° 08' 07" West, a distance of 83.61 feet; thence South 36° 34' 19" West, a distance of 273.76 feet;

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

thence South 14° 27' 00" West, a distance of 626.05 feet; thence South 20° 00' 56" West, a distance of 413.22 feet to a point on the South line of said Northeast quarter of Section 16; thence North 88° 58' 45" West, along said South line of the Northeast quarter of Section 16, a distance of 63.38 feet to the point of beginning.

APN: 300-542-03

PARCEL THREE:

Easement appurtenant to Parcels One and Two:

A temporary easement for ingress and egress, access and public utility purposes, 60 feet in width, along the Northerly and Westerly boundaries of Fresno County, APN: 300-541-45 (now APN: 300-542-51), appurtenant to Fresno County APN: 300-541-05 and 300-531-03 (now APN: 300-542-05 and 300-542-03, respectively) (the Dominant Tenement) as described above, expiring upon Dominant tenement receiving alternative recorded access.

PARCEL FOUR:

Easement appurtenant to Parcel Two:

All easements and easement rights for ingress, egress, and utility purposes over and across the South 60 feet of Said Section 16, less any portion lying in Parcel 3 above, by that certain document entitled "Grant of Ingress, Egress, Access and Utility Easement and Agreement" by and among Millerton Investments, LLCC, a California limited liability company, as Grantor, and Grantor Real Estate Investments, LLC, a California limited liability company, as Grantee, which document recorded August 15, 2016 as Document No. [2016-0106338](#), Fresno County Records.

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

MATTERS AFFECTING TRACT I:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-39	
Code No.	:	076-068	
1st Installment	:	\$465.63	Marked Paid
2nd Installment	:	\$465.63	NOT Marked Paid
Land Value	:	\$63,526.00	

3. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-40	
Code No.	:	076-073	
1st Installment	:	\$22.62	Marked Paid
2nd Installment	:	\$22.62	NOT Marked Paid
Land Value	:	\$3,628.00	

4. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-41	
Code No.	:	076-068	
1st Installment	:	\$104.64	Marked Paid
2nd Installment	:	\$104.64	NOT Marked Paid
Land Value	:	\$14,175.00	

5. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-48	
Code No.	:	076-068	
1st Installment	:	\$183.43	Marked Paid
2nd Installment	:	\$183.43	NOT Marked Paid
Land Value	:	\$25,301.00	

6. 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.

THE FOLLOWING AFFECT PARCELS 1:

7. The effect of the fact that Parcel Map No. 5768, recorded in [Book 42 at Page 11](#) of Parcel Maps, discloses "Thread of Stream".

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

Granted To : San Joaquin Power Company
 For : poles and wires for telephone line and incidental purposes
 Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
 Affects : portion of said land

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

Granted To : Pacific Gas and Electric Company
 For : Pole lines and/or underground conduits and incidental purposes
 Recorded : July 10, 1945 in Official Records under Recorder's Serial Number 27076
 Affects : The Southeast quarter of the Southwest quarter of Section 11, Township 11 South, Range 21 East

The image(s) for exception(s) 19 herein is/are unavailable to hyper link. If you need a copy of this image please contact an advisory title officer.

10. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
 Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

11. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
 Executed By : Sunrise Crest, Inc., a California corporation; Granville Homes, Inc., a California corporation; Norman Christensen; Nora Christensen; JPJ, Inc., a California corporation and A. Ben Ewell, Jr.
 Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

12. Terms and provisions as contained in an instrument,
- Entitled : Covenant and Agreement Regarding the Creation of Easement For Road Purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060913](#)
13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
- For : Public utilities and incidental purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060918](#)
- Affects : Parcel 5 of Parcel 1
14. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision of the State of California
- For : Public utilities purposes and incidental purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060920](#)
- Affects : Parcel 5 of Parcel 1
15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno, a political subdivision and the State of California
- For : public water tank, public utilities, access purposes and incidental purposes
- Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060921](#)
- Affects : Said Land

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

Granted To : County of Fresno, a political subdivision of the State of California
For : public water tank, public utilities, access purposes and incidental purposes
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060922](#)
Affects : Parcel 3 of Parcel 1

THE FOLLOWING AFFECT PARCELS 2 AND 3:

17. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

18. Terms and provisions as contained in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

For : Ingress, egress, road and utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)

20. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : James R. Maxwell, et al
 For : Road and utility and incidental purposes
 Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
 Affects : as described therein
21. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Spy-Luvial Company, a California corporation
 For : Road and utility and incidental purposes
 Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 88029494](#)
 Affects : as described therein
22. Terms and provisions as contained in an instrument,
- Entitled : Grant Deed
 Recorded : [April 1, 1988 in Official Records under Recorder's Serial Number 88-34750](#)
23. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : Pacific Gas & Electric Company, a California corporation
 For : Public utilities and incidental purposes
 Recorded : [September 19, 1990 in Official Records under Recorder's Serial Number 90113102](#)
 Affects : as described therein
24. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : County of Fresno
 For : Access and utility and incidental purposes
 Recorded : [April 15, 1991 in Official Records under Recorder's Serial Number 91043549](#)
 Affects : as described therein

25. Terms and provisions as contained in an instrument,

Entitled : Mutual Benefit Agreement
Executed By : The Clarksfield Company, Inc. and Clovis United School District
Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

The above matter is also recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98172655](#).

The above matter is also recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98172656](#).

The above matter is also recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98172657](#).

The terms and provisions contained in the document entitled "Assignment" recorded [March 22, 2012 as Instrument No. 2012-0040927](#) of Official Records

26. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005495](#)

27. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005496](#)

28. Terms and provisions as contained in an instrument,

Entitled : Pro-Rata Share for Improvements
Executed By : California Department of Transportation and The Clarksfield Company, Inc.
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)

29. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Coveants Affecting Real Property
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

THE FOLLOWING AFFECTS PARCEL4:

30. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

31. Terms and provisions as contained in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

Granted To : Charles M. Forman, as trustee under the Forman Community Property Trust Under Declaration of Trust dated July 30, 1975; Jerome M. Drell and Eunice Drell, Trustees Under Trust Agreement dated December 10, 1980, Jerome M. Drell and Eunice Drell, Trustors and Trustees; and Margaret Y. Nef, a widow
For : Ingress, egress, road and utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : as described therein

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

Granted To : James R. Maxwell, et al
For : Road, utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : as described therein

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

Granted To : Spy-Luvial Company, a California corporation
For : Road, utility and incidental purposes
Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 88029494](#)
Affects : as described therein

Covenants, conditions and restrictions as contained in Grant Deed recorded on [April 1, 1988 as Instrument No. 88-34750](#) of Official Records.

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

Granted To : County of Fresno
For : Access, utility easement and incidental purposes
Recorded : [April 15, 1991 in Official Records under Recorder's Serial Number 91043549](#)
Affects : as described therein

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

36. Terms and provisions as contained in an instrument,

Entitled : Mutual Benefit Agreement
Executed By : The Clarksfield Company, Inc. and Clovis Unified School District
Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

The above matter is also recorded [in Official Records under Recorder's Serial Number 98172655](#).

The above matter is also recorded [in Official Records under Recorder's Serial Number 98172656](#).

The above matter is also recorded [in Official Records under Recorder's Serial Number 98172657](#).

37. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Executed By : The Clarksfield Company Inc. and County of Fresno
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005495](#)

38. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005496](#)

39. Terms and provisions as contained in an instrument,

Entitled : Pro-Rata Share For Improvements
Executed By : California Department of Transportation and The Clarksfield Company, Inc.
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

40. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

MATTERS AFFECTING TRACT II:

41. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

42. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-32	
Code No.	:	076-094	
1st Installment	:	\$210.73	Marked Paid
2nd Installment	:	\$210.73	NOT Marked Paid
Land Value	:	\$28,810.00	

43. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-33	
Code No.	:	076-094	
1st Installment	:	\$0.00 NO TAXES DUE	NOT Marked Paid
2nd Installment	:	\$0.00 NO TAXES DUE	NOT Marked Paid
Land Value	:	\$2,945.00	

NO TAXES DUE

44. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-52	
Code No.	:	076-097	
1st Installment	:	\$2,041.58	Marked Paid
2nd Installment	:	\$2,041.58	NOT Marked Paid
Land Value	:	\$274,696.00	
Imp. Value	:	\$5,500.00	

45. 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.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

46. Water rights, claims or title to water, whether or not shown by the public records.
47. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of White Fox Lane, and any public records.

48. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : September 21, 1987 in Official Records under Recorder's Serial
Number 87116032

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial
Number 87130454](#).

49. Terms and provisions as contained in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
Recorded : [September 21, 1987 in Official Records under Recorder's Serial
Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial
Number 87130455](#).

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

Granted To : Charles M. Forman, as trustee under the Forman Community
Property Trust Under Declaration of Trust dated July 30, 1975;
Jerome M. Drell and Eunice Drell, Trustees Under Trust Agreement
dated December 10, 1980, Jerome M. Drell and Eunice Drell, Trustors
and Trustees; and Margaret Y. Nef, a widow
For : Ingress, egress, road and utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial
Number 87143714](#)
Affects : as described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Granted To : James R. Maxwell, et al
For : Road, utility and incidental purposes
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : as described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Granted To : Spy-Luvial Company, a California corporation
For : Road, utility and incidental purposes
Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 88029494](#)
Affects : as described therein

Covenants, conditions and restrictions as contained in Grant Deed recorded on [April 1, 1988 as Instrument No. 88-34750](#) of Official Records.

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

Granted To : County of Fresno
For : Access, utility easement and incidental purposes
Recorded : [April 15, 1991 in Official Records under Recorder's Serial Number 91043549](#)
Affects : as described therein

54. Terms and provisions as contained in an instrument,

Entitled : Mutual Benefit Agreement
Executed By : The Clarksfield Company, Inc. and Clovis Unified School District
Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

The above matter is also recorded in [Official Records under Recorder's Serial Number 98172655](#).

The above matter is also recorded in [Official Records under Recorder's Serial Number 98172656](#).

The above matter is also recorded in [Official Records under Recorder's Serial Number 98172657](#).

55. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Executed By : The Clarksfield Company Inc. and County of Fresno
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005495](#)

56. Terms and provisions as contained in an instrument,

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 99-005496](#)

57. Terms and provisions as contained in an instrument,

Entitled : Pro-Rata Share For Improvements
Executed By : California Department of Transportation and The Clarksfield Company, Inc.
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)

58. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

THE FOLLOWING MATTERS AFFECT TRACT III:

59. Taxes and assessments, general and special, for the fiscal year 2016 - 2017, a lien, but not yet due or payable.
60. 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.
61. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.
62. Any title or claim of interest of the United States of America, State of California, or claimants thereunder, based upon the assertion that said land was known to be mineral in character on February 1, 1907, the date of the Survey thereof was approved by the Surveyor General.

Said matters affect a portion lying within said Section 16

63. Matters as contained or referred to in an instrument,
- Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

64. Offer of Dedication in an instrument,
- Entitled : Irrevocable Offer of Conveyance (Easement)
Dated : September 18, 1987
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

Entitled : Covenant and Agreement Regarding Fire Protection Measures
Dated : September 18, 1987
Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116034](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130456](#).

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

Instrument : Grant Deed
Granted To : Charles M. Forman, et al
For : Ingress, egress, road and utility
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : As described therein

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

Instrument : Grant Deed
Granted To : James R. Maxwell, et al
For : Road and utility
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87143714](#)
Affects : As described therein

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

Instrument : Grant Deed
Granted To : Spy-Luvial Company, a California corporation
For : Road and utility
Recorded : [March 18, 1988 in Official Records under Recorder's Serial Number 8829494](#)
Affects : As described therein

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

Instrument : Partnership Grant Deed
 Granted To : County of Fresno
 For : Access and utility easement
 Recorded : [January 15, 1991 in Official Records under Recorder's Serial Number 9143549](#)
 Affects : As described therein

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

Entitled : Mutual Benefit Agreement between the Clarksfield Company, Inc., and Clovis Unified School District
 Executed By : The Clarksfield Company, Inc., and the Clovis Unified School District
 Dated : October 29, 1998
 Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172655](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172656](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172657](#).

71. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
 In Favor Of : The Clarksfield Company, Inc.
 Dated : January 12, 1999
 Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 1999-0005495](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

72. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Improvement and
Maintenance of Private Roads
In Favor Of : The Clarksfield Company, Inc.
Dated : January 12, 1999
Recorded : [January 13, 1999 in Official Records under Recorder's Serial
Number 1999-0005496](#)

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

Entitled : Certificate of Waiver of Parce Map No. 97-07
Executed By : The Clarksfield Company, Inc., a California corporation
Recorded : [May 11, 1999 in Official Records under Recorder's Serial Number
1999-0071448](#)

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

Entitled : Pro-Rate Share for Improvements
Executed By : California Department of Transportation and The Clarksfield
Company, Inc.
Dated : April 10, 2003
Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number
2003-0110288](#)

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

Entitled : Settlement Agreement (including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number
2007-0146467](#)

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

Entitled : Certificate of Compliance
Executed By : County of Fresno
Dated : August 21, 2008
Recorded : [August 22, 2008 in Official Records under Recorder's Serial Number
2008-0120599](#)

OLD REPUBLIC TITLE COMPANY

ORDER NO. 1411014270A-DB

First Amended Report

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

Instrument : Grant Deed
Granted To : Grantor Real Estate Investment, LLC, a California limited liability company
For : Temporary ingress and egress and access and public utilities
Recorded : [March 22, 2013 in Official Records under Recorder's Serial Number 2013-042479](#)
Affects : The Northerly and Westerly 60 feet of said land

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

Instrument : Grant of Engress, Egress, Access and Utility Easement and Agreement
Granted To : Grantor Real Estate Investments, LLC, a California limited liability company
For : Road Purposes, including ingress and egress and access for underground utilities
Recorded : [August 15, 2016 in Official Records under Recorder's Serial Number 2016-0106338](#)
Affects : The South 60 Feet of Said Parcel Eleven

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

Amount : \$4,900,000.00
Trustor/Borrower : Millerton Investments, 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 : July 6, 2016
Recorded : August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114793
Loan No. : 2425L
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other land

MATTERS AFFECTING TRACT IV:

80. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

81. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-05	
1st Installment	:	\$6,637.56	Marked Paid
2nd Installment	:	\$6,637.56	NOT Marked Paid

82. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-03	
1st Installment	:	\$3,824.23	Marked Paid
2nd Installment	:	\$3,824.23	NOT Marked Paid

83. 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.

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

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

Further information may be obtained by contacting:

85. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

86. Offer of Dedication in an instrument,

Entitled	:	Irrevocable Offer of Conveyance (Easement)
To	:	County of Fresno
For	:	Future public road
Dated	:	May 31, 1984
Recorded	:	June 1, 1984 in Official Records under Recorder's Serial Number 84053151

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

Instrument : Grant of Easement
 Granted To : Charles Forman, et al
 For : Private road and underground utilities
 Recorded : [June 22, 1984 in Official Records under Recorder's Serial Number 84-60046](#)
 Affects : As described therein

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

Entitled : Covenant and Agreement Regarding Maintenance of Private Roads
 Dated : September 18, 1987
 Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116032](#)

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130454](#).

89. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
 To : County of Fresno
 For : Future public road
 Dated : September 18, 1987
 Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116033](#)
 Affects : Parcels One and Three

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130455](#).

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

Entitled : Covenant and Agreement Regarding Fire Protection Measures
 Dated : September 18, 1987
 Recorded : [September 21, 1987 in Official Records under Recorder's Serial Number 87116034](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

And re-recorded [October 28, 1987 in Official Records under Recorder's Serial Number 87130456](#).

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

Instrument : Grant Deed
Granted To : James R. Maxwell, et al
For : Road and utility
Recorded : [November 25, 1987 in Official Records under Recorder's Serial Number 87-143714](#)
Affects : Parcel One

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

Entitled : Mutual Benefit Agreement Between The Clarksfield Company, Inc., and Clovis Unified School District
Executed By : The Clarksfield Company, Inc., and Clovis Unified School District
Dated : October 29, 1998
Recorded : [November 30, 1998 in Official Records under Recorder's Serial Number 98172654](#)
Returned to
Address : Clovis Unified School District, 1450 Herndon Avenue, Clovis, California 93611-0599

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172655](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172656](#).

And re-recorded [November 30, 1998 in Official Records under Recorder's Serial Number 98-172657](#).

93. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Maintenance of Fire Protection Facilities
Dated : January 12, 1999
Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 1999-005495](#)

94. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Improvement and Maintenance of Private Roads
 Dated : January 12, 1999
 Recorded : [January 13, 1999 in Official Records under Recorder's Serial Number 1999-005496](#)

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

Entitled : Certificate of Waiver of Parcel Map No. 97-07
 Executed By : Clarksfield Company, Inc., a California corporation
 Recorded : [May 11, 1999 in Official Records under Recorder's Serial Number 1999-0071448](#)

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

Entitled : Declaration of Covenants Affecting Real Property
 Executed By : The Clarksfield Company, Inc., a California corporation
 Recorded : [March 28, 2001 in Official Records under Recorder's Serial Number 2001-0042785](#)

Said matters affect Parcel One

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

Entitled : Pro-Rate Share for Improvements
 Executed By : California Department of Transportation and The Clarksfield Company, Inc.
 Dated : April 1, 2003
 Recorded : [May 16, 2003 in Official Records under Recorder's Serial Number 2003-0110288](#)
 Returned to Address : 410 West Fallbrook Avenue, Suite 102, Fresno, CA 93711

98. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (including Covenants Affecting Real Property)
 Executed By : California Department of Fish and Game, et al
 Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-146467](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

99. Conditions contained and/or referred to in an instrument,

Entitled : Covenant and Agreement Regarding Minor Collector Road Fees for
Millerton Specific Plan Development
By : J.P.J. Inc., a California corporation
Dated : January 4, 2010
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number
2010-0060928](#)

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

Amount : \$1,600,000.00
Trustor/Borrower : Grantor Real Estate Investments, 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 : July 8, 2016
Recorded : August 29, 2016 in Official Records under Recorder's Serial
Number 2016-0114795
Loan No. : 2425L1
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other land

Memorandum of Additional Advance Modification Agreement, pertaining to said Deed of Trust executed by Grantor Real Estate Investments, LLC.

Recorded : [April 5, 2018 in Official Records under Recorder's Serial
Number 2018-0039798](#)

----- **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 and 2.2.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014270A-DB
First Amended Report

- 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 said land is unimproved. Said vacant land is known as: APN: 300-542-41, 300-542-15S, 300-542-17S, 300-350-28S, 300-542-32, 300-542-52, 300-542-14S, 300-542-48, 300-542-33, 300-542-39, 300-542-40, 300-542-16S, and 300-542-18S

The ALTA loan policy, when issued, will contain the CLTA Modified 100 (TIM-52) and Modified 116 (TIM-58) endorsements. The referenced modifications to both endorsements delete only non-applicable coverage relating to improvements located upon said land.

Unless shown elsewhere in the body of this report, there appears 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	:	JPJ, Incorporated, a California corporation, formerly known as Westcal, Inc., a California corporation
To	:	JPJ, Incorporated, a California corporation
Recorded	:	December 19, 2011 in Official Records under Recorder's Serial Number 2011-0169138

O.N.
RM/mp

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 (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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

300-54



Assessor's Map Bk. 300 - Pg. 54
County of Fresno, Calif.

EXHIBIT B

CERTIFICATE CONFIRMING OWNERSHIP OF LAND

This Certificate Confirming Ownership ("Certificate") is made by WC Millerton Developers, Inc. (the "Landowner"), to and for the benefit of the County of Fresno (the "County") in connection with the County's proceedings for the proposed Annexation Territory No. 10A of Community Facilities District No. 2006-01 (Police Protection Services), County of Fresno (the "District"), for the public protest hearing, and for the landowner voting proceedings for the levy of the special tax that will finance the police protection services within the District, including the proposed annexation territory (collectively, the "Mello-Roos Proceedings"), all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing at section 53311) of the California Government Code, commonly known as the Mello-Roos Community Facilities Act of 1982 (collectively, the "Act") for a certain area of land described herein.

Landowner acknowledges that Landowner, together with other landowners, has entered into an Agreement, dated March 26, 2019, with the County ("Agreement") for the area of land including Tract Map No. 4934, shown and described in Exhibit "A" to this Certificate, attached hereto and incorporated herein by this reference ("Land"), and land owned by the other landowners, all described as being within the boundaries of the proposed annexation territory; and

Landowner acknowledges that, in the Agreement, Landowner represents, covenants, warrants and agrees that Landowner is the sole owner of the entire fee interest of all of the real property constituting the Land, including all rights, title and interest therein, and all land and improvements thereon and therein; and

Landowner acknowledges that, as the sole owner of all of the Land, Landowner has, under the Agreement, petitioned and requested the County Board of Supervisors to conduct the Mello-Roos Proceedings for the proposed annexation of territory to the District and to include all of the area of the Land within the District in order to provide for the ongoing financing for the continual provision of certain police protection services by the District (including the proposed annexation territory), within the area of the Land, as further stated in the Agreement; and

Landowner acknowledges that County needs to be assured that Landowner is the true and correct sole owner of all of the Land so that County may conduct the Mello-Roos Proceedings; and

Landowner acknowledges that all of such representations, covenants, warranties, agreements, petition and request of Landowner, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made by Landowner; and

Landowner acknowledges that the Agreement provides that, on the request of the County, the Landowner shall promptly execute and deliver to the County any agreements, instrument, documents, and information that the County deems necessary to successfully complete the Mello-Roos Proceedings, and related matters described in the Agreement; and

The following representations, covenants, warranties and agreements are made by Landowner in furtherance of the Agreement to and for the benefit of the County to assure the County that Landowner has been and is, by law and in fact, the legally authorized sole owner of all of the Land, and will be the legally authorized sole owner of all of the Land during County's conducting of the Mello-Roos Proceedings, and related matters.

Now therefore, Landowner makes the following representations, covenants, warranties and agreements to and for the benefit of the County:

1. The records of the County Assessor indicate that WC Millerton Developers, Inc. is the sole owner of all of the Land.
2. Landowner is the true and correct sole owner of all of the Land, and has been the true and correct sole owner of all of the Land at all times that Landowner held and holds such land.
3. To the best of the knowledge of Landowner, no other person or entity has made any claim or assertion challenging or contesting the representations made herein by Landowner.
4. This Certificate, if accepted by the County, does not estop or otherwise prohibit County from taking any other action concerning the Land, which is unrelated to the Mello-Roos Proceedings.

Each of the persons executing this Certificate for the Landowner is the duly authorized representative of such Landowner, and is fully authorized by the Landowner to legally bind the Landowner to this Certificate according to its terms and conditions, and to make all of the representations, covenants, warranties, and agreements provided herein.

Each of the persons executing this Certificate for the Landowner declares that all of such representations, covenants, warranties, agreements are provided in this Certificate under penalty of perjury under the laws of the State of California, and that they all are true and correct of the knowledge of each of the persons executing this Certificate.

Landowner acknowledges that all of the representations, covenants, warranties, agreements provided in this Certificate, are a material inducement for the County to enter into the Agreement, and to conduct the Mello-Roos Proceedings, and that County would not enter into the Agreement, or conduct the Mello-Roos Proceedings without all of them having been made.

Landowner agrees to indemnify, save, hold harmless, and at County's request, defend the County, its officers, agents, employees, and County's tax consultant, from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to County, including its officers, agents, employees, and County's tax consultant, to the extent caused by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees, and from and against any and all claims, demands, losses, costs, expenses (including attorney's fees and court costs), damages, recoveries, deficiencies or liabilities occurring or resulting to any person, firm, or corporation to the extent injured or damaged by the actual or alleged misrepresentations, or breach or default of any covenants, warranties or agreements provided in this Certificate, by the Landowner, including its officers, agents, or employees.

IN WITNESS WHEREOF, the Landowner has caused this Certificate to be executed as of the day and year first above written.

BY



Joshua Peterson, CEO / CFO
WC Millerton Developers, Inc.

Date April 11, 2019

EXHIBIT A

ANNEXATION MAP NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA SITE #49

I, HEREBY CERTIFY THAT THE MAP SHOWING BOUNDARIES OF ANNEXATION NO. 10A OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2019 BY ITS RESOLUTION NO. ____.

FILED IN THE OFFICE OF THE CLERK TO THE BOARD OF SUPERVISORS THIS ____ DAY OF ____, 2019.

CLERK TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO

FILE THIS ____ DAY OF ____, 2019, AT THE HOUR OF ____ O'CLOCK ____ A.M. IN BOOK ____ AT PAGE(S) ____
MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

PAUL BORTS, CPA
COUNTY ASSESSOR-RECORDER
OF THE COUNTY OF FRESNO

BY: _____
DEPUTY RECORDER FRESNO COUNTY RECORDER

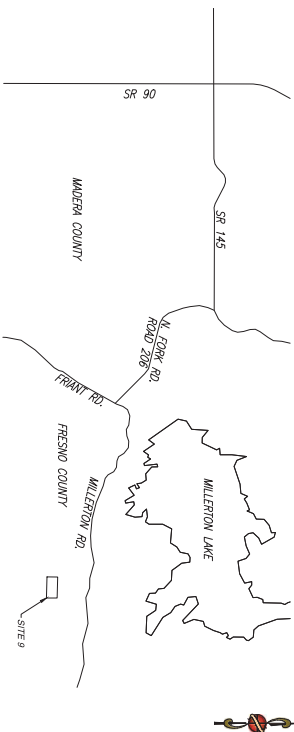
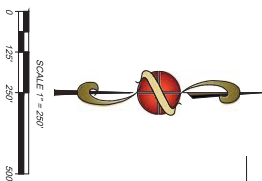
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN IN THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSOR'S MAP FOR THOSE PARCELS LISTED.

THE FRESNO COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS AND PARCELS.

THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO APPROVED THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED "MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (POLICE PROTECTION SERVICES), COUNTY OF FRESNO, STATE OF CALIFORNIA," WHICH WAS FILED PURSUANT TO SECTION 3111 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, ON APRIL 3, 2006, IN BOOK 41, AT PAGE(S) 80 AND 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS INSTRUMENT NO. 200608943.

LEGEND	
OBJECT	DESCRIPTION
	ASSESSMENT NUMBER
---	LOT LINES
---	CENTER LINE
---	APN LINES
	PROPOSED ANNEXATION CTO NO. 2006-01
	EXISTING CTO NO. 2006-01

ASSMT	ASSESSOR'S PARCEL NO.	SITE NO.	TRACT MAP NO.
1	300-542-13	9	4934



VICINITY MAP NOT TO SCALE

PRECISION
CIVIL ENGINEERING, INC.

PLANNING ■ SURVEYING ■ CIVIL ENGINEERING

1234 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559-449-4500 FAX: 559-449-4515
WWW.PRECISIONENG.NET

PROJECT TITLE: MILLERTON SPECIFIC PLAN

SHEET DESCRIPTION: ANNEXATION MAP NO. 10A SITE 9

CITY OF: COUNTY OF: FRESNO

PREPARED FOR:

ASSEMI GROUP
FRESNO, CA 93711
1396 W. HERDON SUITE 110
(559) 440-8308

DESIGN BY: RA
CHECKED BY: DY
DATE: 3/29/19

SHEET NUMBER:
9 OF 15

JOB NUMBER:
19-046

EXHIBIT A (SITE 9)

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

Tract II:

The South half of the Northwest quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof.

APN: 300-542-13



OLD REPUBLIC
TITLE COMPANY

EXHIBIT B

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

PRELIMINARY REPORT

Our Order Number 1411014269-DB

GRANVILLE HOMES
1396 W. Herndon Ave. Ste. 101
Fresno, CA 93711

When Replying Please Contact:

Donna Brown
(559) 440-9249

Property Address:

Group 3, Friant, CA 93626
[Unincorporated area of Fresno County]

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

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

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

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

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

Dated as of March 7, 2019, at 8:00 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

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

Tract I:

Assemi Group, Inc., a California corporation, successor to GV Holdings, Inc., a California corporation

Tract II:

WC Millerton Developers, Inc., a California corporation

Tract III:

Grantor Real Estate Investments, LLC, a California limited liability company, as to Parcel 1

3B Development, Inc., a California corporation, as to Parcels 3 and 4

Tract IV:

Millerton Investments, LLC, a California limited liability company, formerly Visalia Land 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:

Tract I:

The Northeast quarter of the Northwest quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof.

APN: 300-542-12

Tract II:

The South half of the Northwest quarter of Section 15, Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof.

APN: 300-542-13

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

Tract III:

Parcels 1, 3 and 4 of Parcel Map No. 5988, recorded in Book 41 of Parcel Maps, at Page 22, Fresno County Records.

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

APN: 300-340-13
300-542-10
300-542-11

Tract IV:

PARCEL 2 OF PARCEL MAP NO. 5988, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 41 PAGE 22 PARCEL MAPS, FRESNO COUNTY RECORDS; EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED TO CARLSBERG RESOURCES CORPORATION, A CALIFORNIA CORPORATION, BY DEED RECORDED OCTOBER 30, 1970, IN BOOK 5832 PAGE 371 OF OFFICIAL RECORDS, INSTRUMENT NO. 76311.

EXCEPTING THEREFROM A PORTION OF SAID PARCEL 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 227.35 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-1);

THENCE NORTH 15°24'03" WEST A DISTANCE OF 73.70 FEET;

THENCE NORTH 01°47'08" EAST PARALLEL WITH AND 21.78 FEET WESTERLY FROM EAST LINE OF SAID PARCEL 2, A DISTANCE OF 75.29 FEET;

THENCE NORTH 26°56'00" EAST A DISTANCE OF 51.24 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2;

THENCE ALONG SAID EAST LINE SOUTH 01°47'08" WEST A DISTANCE OF 192.08 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-1).

ALSO EXCEPTING THEREFROM A PORTION OF SAID PARCEL 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

THENCE ALONG THE EAST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 950.66 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-2);

THENCE NORTH 43°29'57" WEST A DISTANCE OF 272.21 FEET;

THENCE NORTH 27°53'00" EAST A DISTANCE OF 224.53 FEET;

THENCE NORTH 62°31'36" EAST A DISTANCE OF 108.51 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2;

THENCE ALONG SAID EAST LINE SOUTH 01°47'08" WEST A DISTANCE OF 446.20 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-2).

TOGETHER WITH PORTIONS OF PARCELS 20 AND 21 OF PARCEL MAP NO. 5349 RECORDED IN BOOK 34 AT PAGES 19 AND 20 OF PARCEL MAPS, FRESNO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG THE WEST LINE OF SAID PARCEL 2 NORTH 01°47'08" EAST A DISTANCE OF 1396.86 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-3);

THENCE SOUTH 62°15'02" EAST A DISTANCE OF 311.63 FEET;

THENCE NORTH 58°08'13" EAST A DISTANCE OF 116.44 FEET;

THENCE SOUTH 39°59'15" EAST A DISTANCE OF 379.36 FEET;

THENCE SOUTH 88°45'40" EAST A DISTANCE OF 506.61 FEET;

THENCE NORTH 01°14'20" EAST A DISTANCE OF 57.39 FEET;

THENCE NORTH 17°48'29" EAST A DISTANCE OF 245.56 FEET;

THENCE NORTH 88°45'40" WEST A DISTANCE OF 75.50 FEET;

THENCE NORTH 66°34'29" WEST A DISTANCE OF 115.47 FEET;

THENCE NORTH 81°09'12" WEST A DISTANCE OF 441.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MILLERTON ROAD AS DESCRIBED IN DOCUMENT NUMBER 23913, RECORDED IN BOOK 6568, PAGE 294, OFFICIAL RECORDS OF FRESNO COUNTY;

THENCE WESTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF MILLERTON ROAD TO THE NORTHWEST CORNER OF LOT 21 OF SAID MAP;

THENCE ALONG THE WEST LINE OF SAID PARCEL 21 SOUTH 01°47'08" WEST A DISTANCE OF 171.32 FEET TO THE TRUE POINT OF BEGINNING (P.O.B-3).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

APN: 300-340-60 (new, not yet assessed)

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

MATTERS AFFECTING TRACT I:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-12	
1st Installment	:	\$2,200.31	Marked Paid
2nd Installment	:	\$2,200.31	NOT Marked Paid

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. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded : May 14, 1971, in [Book 25 Pages 44 and 45 of Record of Surveys](#)

5. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded : December 14, 1973, in [Book 26 Page 67 of Record of Surveys](#)

6. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
Executed By : Millerton New Town Development, a California General Partnership
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

Note: Reference is made to said instrument for full particulars.

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

Instrument : Grant of Easement
Granted To : Millertown Resources, a Delaware corporation
For : Public utility and road access
Dated : December 10, 1991
Recorded : [December 11, 1911 in Official Records under Recorder's Serial Number 91151506](#)
Affects : As described therein

8. Terms and provisions as contained in an instrument,

Entitled : Fresno County Fire Protection District Resolution No. 2000-15
Executed By : County of Fresno
Recorded : [July 21, 2000 in Official Records under Recorder's Serial Number 2000-0086384](#)

9. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement (Including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, the County of Fresno, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$40,000,000.00
Trustor/Borrower : Granville Homes, Inc., a California corporation
Trustee : Old Republic Title Company
Beneficiary/Lender : U.S. Bank National Association d/b/a Housing Capital Company
Dated : April 18, 2016
Recorded : [May 27, 2016 in Official Records under Recorder's Serial Number 2016-0067750](#)
Loan No. : 1486R
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other property

Amendment to Construction Deed of Trust with Assignment of Leases and Renets,
Security Agreement and Fixture Filing, pertaining to said Deed of Trust executed by
Granville Homes, Inc.

Recorded : [October 11, 2018 in Official Records under Recorder's Serial Number 2018--0125180](#)

MATTERS AFFECTING TRACT II:

11. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

12. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-13	
Code No.	:	076-094	
1st Installment	:	\$8,816.55	Marked Paid
2nd Installment	:	\$8,816.55	NOT Marked Paid
Land Value	:	\$1,496,480.00	

13. 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.

14. Any special tax which is now a lien and that may be levied within the Community Facilities District No. 2010-01, a notice of which was recorded as follows:

Instrument Entitled : Notice of Special Tax Lien
By : Fresno County Fire Protection District
Recorded : [July 22, 2010 in Official Records under Recorder's Serial Number 2010-0093596](#)

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

Further information may be obtained by contacting:

Name : Geraldine Welford
Address : 210 South Academy Avenue, Sanger, CA 93657
Phone : (559)493-4300

And as modified by an instrument, executed by Fresno County Fire Protection District, recorded [May 18, 2011 in Official Records under Recorder's Serial Number 2011-0066725](#).

15. Water rights, claims or title to water, whether or not shown by the public records.
16. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of any public highway or road.
17. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Recorded : [April 1, 1988 in Official Records under Recorder's Serial Number 88034750](#)

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, 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. 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."

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

Granted To : County of Fresno on behalf of County Service Area 34
For : Fill and fence
Recorded : [February 6, 1991 in Official Records under Recorder's Serial Number 91015064](#)
Affects : As described therein

19. Conditions contained and/or referred to in an instrument,

Entitled : Resolution No. 2000-15
By : Fresno County Fire Protection District
Recorded : [July 21, 2000 in Official Records under Recorder's Serial Number 2000-0086384](#)

20. Terms and provisions as contained in an instrument,

Entitled : Settlement Agreement
Executed By : California Department of Fish & Game and County of Fresno and Developers
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

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

Granted To : County of Fresno
For : Public utility
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060919](#)
Affects : As described therein

22. Terms and provisions as contained in an instrument,

Entitled : Financing, Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Protection District, a California special district and JPJ, Incorporated
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

23. Terms and provisions as contained in an instrument,

Entitled : Grant of Temporary Easement and Subordination(s)
Executed By : JPJ, Incorporated
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)

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

Granted To : JPJ, Incorporated, a California corporation
For : Installation and construction of public utility pipes
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)
Affects : As described therein

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

Granted To : County of Fresno
For : Public utility
Recorded : [May 18, 2018 in Official Records under Recorder's Serial Number 2018-0059096](#)
Affects : As described therein

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

Amount : \$1,884,086.22
Trustor/Borrower : WC Millerton Developers, Inc., a California corporation
Trustee : Old Republic Title Company, a California corporation
Beneficiary/Lender : JPJ Incorporated, a California corporation
Dated : December 18, 2018
Recorded : [December 21, 2018 in Official Records under Recorder's Serial Number 2018-0152210](#)
Returned to : 7030 N. Fruit Avenue, Suite 101, Fresno, CA 93711

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$500,000.00
Trustor/Borrower : WC Millerton Developers, Inc., a California corporation
Trustee : Old Republic Title Company
Beneficiary/Lender : Assemi Brothers, LLC, a California limited liability company
Dated : December 17, 2018
Recorded : [December 21, 2018 in Official Records under Recorder's Serial Number 2018-0152211](#)
Returned to : 1396 W. Herndon Ave., Suite 101, Fresno, CA 93711

MATTERS AFFECTING TRACT III:

28. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

29. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-340-13	
1st Installment	:	\$4,629.05	Marked Paid
2nd Installment	:	\$4,629.05	NOT Marked Paid

30. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-10	
1st Installment	:	\$14,929.19	Marked Paid
2nd Installment	:	\$14,929.19	NOT Marked Paid

Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	300-542-11	
1st Installment	:	\$14,929.19	Marked Paid
2nd Installment	:	\$14,929.19	NOT Marked Paid

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

31. Supplemental taxes, general and special, for the fiscal year 2017 - 2018 as follows:

Assessor's Parcel No.	:	300-542-10ZZ	
1st Installment	:	\$10,442.71	Marked Paid
2nd Installment	:	\$10,442.71	NOT Marked Paid
Delinquent On	:	April 10, 2019	

Supplemental taxes, general and special, for the fiscal year 2017 - 2018 as follows:

Assessor's Parcel No.	:	300-542-11ZZ	
1st Installment	:	\$10,442.71	Marked Paid
2nd Installment	:	\$10,442.71	NOT Marked Paid
Delinquent On	:	April 10, 2019	

32. 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.

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

District No	:	Annexation Territory No. 2A of Community Facilities District No. 2006-01
For	:	Police Protection Services
Disclosed By	:	Amendment Notice of Special Tax Lien
Recorded	:	November 8, 2006 in Official Records under Recorder's Serial Number 2006-0238040

Further information may be obtained by contacting:

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

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

Further information may be obtained by contacting:

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

35. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

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

Granted To : San Joaquin Light and Power Corporation
For : Poles and Wires for a Telephone Line
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public Utilities with the Right of Ingress and Egress
Recorded : [August 22, 1945 in Book 2264 of Official Records, Page 269 under Recorder's Serial Number 32818](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Pole Lines and/or Underground Conduits
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : Said land

The location of the Easement cannot be determined from Record Information

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

For : Non-Exclusive Private Road and Public Utilities
Affects : Said land

40. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
To : County of Fresno
For : Future Public Road
Dated : May 31, 1984
Recorded : [June 1, 1984 in Official Records under Recorder's Serial Number 84053151](#)

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

Instrument : Grant of Easement
Granted To : Charles Forman, et al
For : Private Road and Underground Utilities
Recorded : [June 22, 1984 in Official Records under Recorder's Serial Number 84-60046](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Entitled : Agreement
Executed By : County of Fresno and Millerton New Town Development Company
Dated : May 1, 1990
Recorded : [May 10, 1990 in Official Records under Recorder's Serial Number 90054027](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Grant of Easement
Granted To : Millertown Resources, a Delaware corporation
For : Public Utilities and Road Access
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)
Affects : Parcels 3 and 4

Not defined of Record

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

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

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

Entitled : Financing, Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Proection District, a California special district, and JPJ, Incorporated
Dated : April 14, 2010
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Amount : \$1,600,000.00
Trustor/Borrower : Grantor Real Estate Investments, 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 : July 8, 2016
Recorded : [August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114795](#)
Loan No. : 2425L1

Affects this and other property.

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

Entitled : Memorandum of Additional Advance Modificaiton Agreement
Executed By : 3B Development, Inc., a California corporation, et al
Dated : March 7, 2018
Recorded : [April 5, 2018 in Official Records under Recorder's Serial Number 2018-0039798](#)

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

Instrument : Grant of Temporary Easement and Subordination(s)
Granted To : JPJ Incorporated, a California corporation
For : temporary easement for the installation and construction of public utility pipes and incidental purposes
Dated : February 23, 2018
Recorded : [May 17, 2018 in Official Records under Recorder's Serial Number 2018-0058406](#)
Affects : easterly portion of said land

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Deed of Easement
Granted To : The County of Fresno
For : Easement for public utility and incidental purposes
Dated : February 23, 2018
Recorded : [May 18, 2018 in Official Records under Recorder's Serial Number 2018-0059096](#)
Affects : easterly portion of said land

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

Instrument : Easement Deed
Granted To : Pacific Gas and Electric Company
For : Public Utilities
Recorded : [December 5, 2018 in Official Records under Recorder's Serial Number 2018-0145315](#)
Affects : Said land as per map attached thereto

THE FOLLOWING MATTERS AFFECT TRACT IV:

50. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

51. 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.

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

District No : Annexation Territory No. 2A of Community Facilities District No. 2006-01
For : Police Protection Services
Disclosed By : Amendment Notice of Special Tax Lien
Recorded : [November 8, 2006 in Official Records under Recorder's Serial Number 2006-238040](#)

Further information may be obtained by contacting:

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

And as modified by an instrument, executed by The County of Fresno, recorded [September 21, 2017 in Official Records under Recorder's Serial Number 2017-0120153](#).

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

District No : 2005-03
For : Fresno County Fire Protection District
Disclosed By : Notice of Special Tax Lien
Recorded : [July 22, 2010 in Official Records under Recorder's Serial Number 2010-0093596](#)

Further information may be obtained by contacting:

And as modified by an instrument, executed by County of Fresno, recorded [May 18, 2011 in Official Records under Recorder's Serial Number 2011-0066725](#).

54. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.

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

Granted To : San Joaquin Light and Power Company
For : Poles and wires for a telephone line
Recorded : [July 30, 1907 in Book 382 of Deeds, Page 82](#)
Affects : As described therein

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public utilities with the right of ingress and egress
Recorded : [August 22, 1945 in Book 2264 of Official Records, Page 269 under Recorder's Serial Number 32818](#)
Affects : As described therein

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

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

Instrument : Grant of Right of Way
Granted To : Pacific Gas and Electric Company
For : Public utilities and/or underground conduits
Recorded : [December 11, 1945 in Book 2315 of Official Records, Page 171 under Recorder's Serial Number 57947](#)
Affects : As described therein

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

Entitled : Agreement
Executed By : County of Fresno and Millerton New Town Development Company
Dated : May 1, 1990
Recorded : [May 10, 1990 in Official Records under Recorder's Serial Number 90-054027](#)

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

Entitled : Grant of Easement
Executed By : Millerton New Town Development, a California General Partnership and Millerton Resources, a Delaware corporation
Dated : December 10, 1991
Recorded : [December 11, 1991 in Official Records under Recorder's Serial Number 91151506](#)

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

Entitled : Consulting Agreement
Executed By : BDC Development Corporation, a California corporation, SJV Ventures, Inc., a California corporation and The Clarksfield Company, inc., a California corporation
Recorded : [November 22, 1996 in Official Records under Recorder's Serial Number 96156596](#)

affects a portion of Parcel Twelve and other property

And as modified by an instrument, executed by A. Ben Ewell, Jr. and SJV Ventures, Inc., a California corporation and BDC Development Corporation, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156595](#).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

And as modified by an instrument, executed by SJV Ventures, Inc., BDC Development Corporation and A. Ben Ewell, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156598](#).

And as modified by an instrument, executed by SJV Ventures, Inc., BDC Development Corporation and Westcal, Inc, recorded [November 22, 1996 in Official Records under Recorder's Serial Number 96156599](#).

And as modified by an instrument, executed by SJV Ventures, Inc, BDC Development Company and Westcal, Inc, recorded [March 22, 2012 in Official Records under Recorder's Serial Number 2012-40927](#).

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

Entitled : Settlement Agreement (including Covenants Affecting Real Property)
Executed By : California Department of Fish and Game, et al
Recorded : [August 1, 2007 in Official Records under Recorder's Serial Number 2007-0146467](#)

62. Covenant and agreement,

Executed By : Covenant and Agreement Regarding Minor Collector Road Fees for Millerton Specific Plan Development
In Favor Of : J.P.J., Inc., a California corporation
Dated : January 4, 2010
Recorded : [May 12, 2010 in Official Records under Recorder's Serial Number 2010-0060928](#)

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

Entitled : Financing Capital Funding and Plan Implementation Agreement
Executed By : Fresno County Fire Protection District, a California special district, and J.P.J. Incorporated
Dated : April 14, 2010
Recorded : [May 25, 2010 in Official Records under Recorder's Serial Number 2010-0066707](#)

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

Entitled : Deed Restriction
Executed By : JPJ, Incorporated, a California corporation
Recorded : [July 25, 2016 in Official Records under Recorder's Serial Number 2016-0095512](#)

affects a portion of Parcel Twelve and other property

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

Entitled : Restrictive Covenant
Executed By : JPJ, Incorporated, a California corporation
Dated : July 19, 2016
Recorded : [July 25, 2016 in Official Records under Recorder's Serial Number 2016-0095513](#)

affects a portion of Parcel Twelve and other property

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

Amount : \$4,900,000.00
Trustor/Borrower : Millerton Investments, 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 : July 6, 2016
Recorded : August 29, 2016 in Official Records under Recorder's Serial Number 2016-0114793
Loan No. : 2425L
Returned to : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

Affects this and other property

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

Entitled : Memorandum of Additional Advance Modification Agreement
Executed By : Millerton Investments, LLC, a California limited liability company
Recorded : [April 5, 2018 in Official Records under Recorder's Serial Number 2018-0039762](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411014269-DB

Amended and Restated Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, pertaining to said Deed of Trust executed by Millerton Investments, LLC, a California limited liability company and U.S. Bank National Association, d/b/a Housing Capital Company.

Recorded : May 8, 2018 in Official Records under Recorder's Serial Number 2018-0054416

Returned to
Address : 265 E. River Park Circle, Suite 460, Fresno, CA 93720

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

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 2.3.

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

Instrument

Entitled : Grant Deed

By/From : Charles M. Forman, Trustee, and Jerome N. Drell, Eunice Drell, Co-Trustees, husband and wife, as joint tenants, and Margaret Y. Nee, West

To : Granville Homes, Inc., a California corporation

Dated : January 16, 1996

Recorded : [February 2, 1996 in Official Records under Recorder's Serial Number 96014513](#)

C. All transactions that close on or after March 1, 2015 will include a \$20.00 minimum recording service fee, plus actual charges required by the County Recorder.

RAM/mm

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 (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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

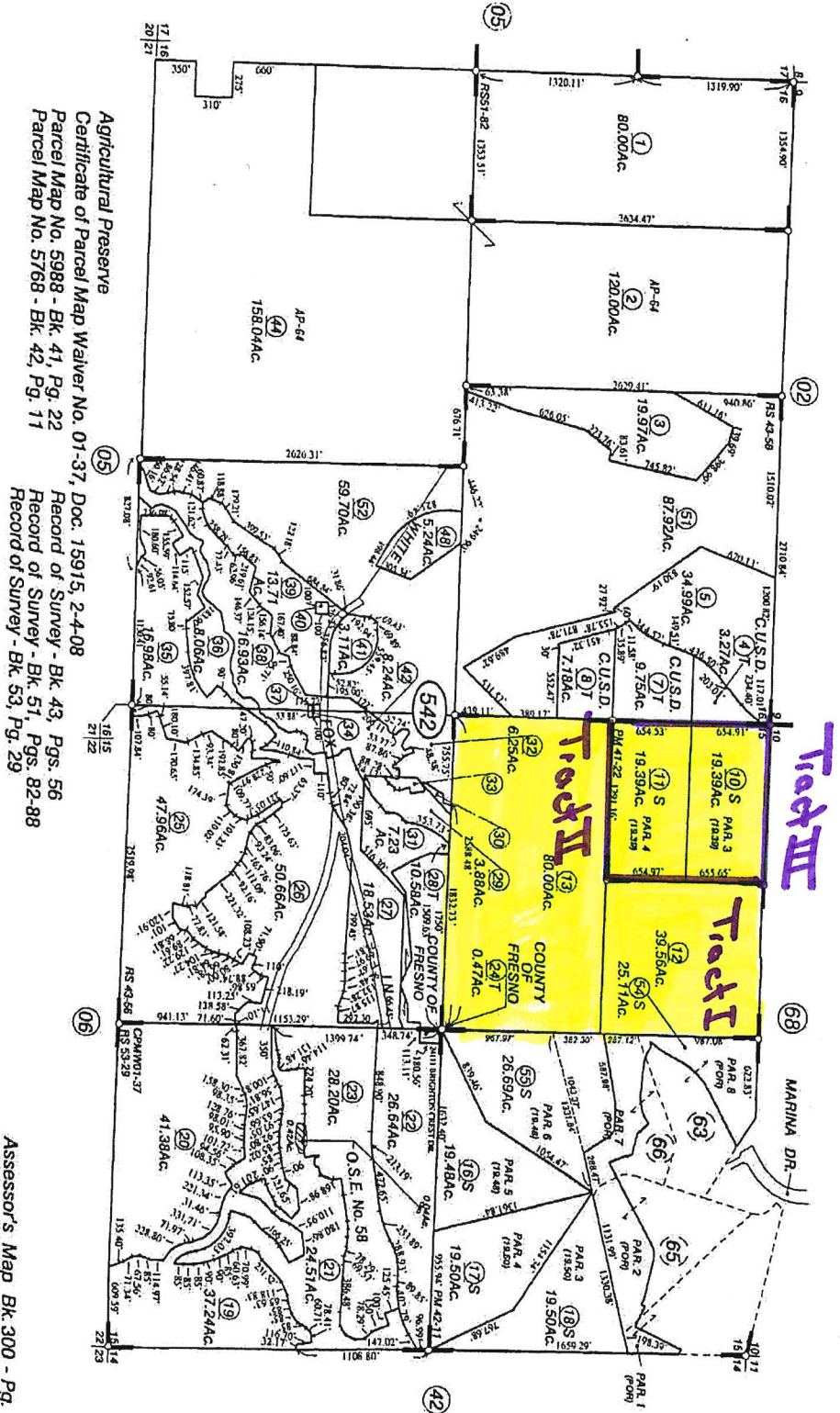
NOTE ---
This map is for Assessment purposes only.
It is not intended as a warranty
of any kind for
purposes of zoning or subdivision law.

POR. SEC.'S 10, 15 & 16, T.11 S., R. 21 E., M. D. B. & M.

Tax Rate Area
75-068 75-095
75-073 75-097
75-094 75-002

300-54

1"=800'



Agricultural Preserve
Certificate of Parcel Map Waiver No. 01-37, Doc. 15915, 2-4-08
Parcel Map No. 5988 - Bk. 41, Pg. 22
Parcel Map No. 5768 - Bk. 42, Pg. 11
Record of Survey - Bk. 43, Pgs. 56
Record of Survey - Bk. 51, Pgs. 82-88
Record of Survey - Bk. 53, Pg. 29

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

Assessor's Map Bk. 300 - Pg. 54
County of Fresno, Calif.

H 12-12-2018 BMV 19R

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

SUBDIVIDED LAND IN POR. SEC. 10, T. 11 S., R. 21 E., M.D.B. & M.

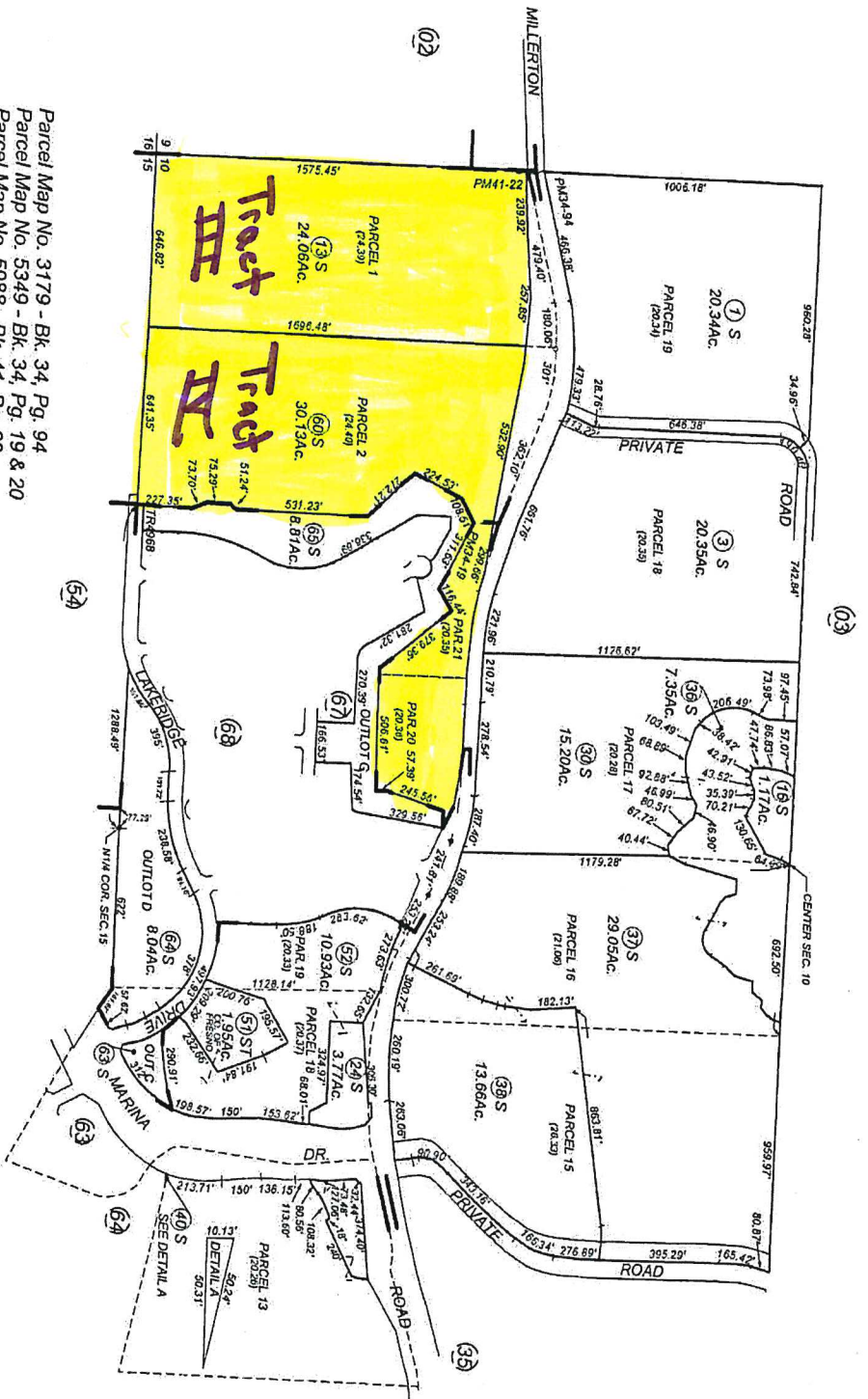
Tax Rate Area
76-094
76-095
199-014

300-34

Non-Order Search
Doc: FR:A 300-34

Page 1 of 1
Notice

Requested By: James Holly, Printed: 2/26/2019 11:46 AM



10/30/2018

Parcel Map No. 3179 - Bk. 34, Pg. 94
Parcel Map No. 5349 - Bk. 34, Pg. 19 & 20
Parcel Map No. 5988 - Bk. 41, Pg. 22
Tract No. 4968 - Plat Bk. 88, Pgs. 1-8

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

Assessor's Map Bk. 300 - Pg. 34
County of Fresno, Calif.

