

**RECORDING REQUESTED BY
PLACER TITLE COMPANY
AND WHEN RECORDED MAIL TO:**

Dentons US LLP
601 Figueroa Street, Suite 2500
Los Angeles, California 90017-5704
Attn: Thomas K. Vandiver, Esq.

P-442939-2 DE

OMNIBUS AGREEMENT RESTATING LEGAL DESCRIPTION

This OMNIBUS AGREEMENT RESTATING LEGAL DESCRIPTION (this “**Agreement**”) is made and entered into as of [July 8] 2025, by and among (i) MENDOTA ESPERANZA COMMONS, LP, a California limited partnership (the “**Owner**”), (ii) MENDOTA RAD, LP, a California limited partnership (the “**Mendota RAD Owner**”), (iii) HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA, a public body corporate and politic (“**Guarantor**”), (iv) the COUNTY OF FRESNO, a political subdivision of the State of California (the “**County**”), (v) the RURAL HOUSING SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE whose principal office is located in Washington, DC (“**USDA**”), and (vi) JPMORGAN CHASE BANK, N.A., a national banking association, and its successors and assigns (“**Chase**”, and together with the County and USDA collectively defined hereafter as the “**Lenders**” and each individually as a “**Lender**”). Collectively the Owner, Mendota RAD Owner, Guarantor, County, USDA and Chase are defined herein collectively as the “**Parties**”.

RECITALS

WHEREAS, pursuant to that certain Grant Deed, recorded on December 23, 2021 as Instrument No. 2021-0209836 in the Official Records of Fresno County, California (the “**Official Records**”), the Owner acquired certain real property located in the City of Mendota, County of Fresno, State of California (the “**Property**”), on which the Owner has constructed and developed an affordable multifamily rental housing project known as Mendota Esperanza Commons (the “**Project**”) located upon Parcel Three of the Property (the “**Project Parcel**”) more specifically described in Exhibit A (the “**Project Parcel & Restated Legal Description of the Property**”), attached hereto and incorporated herein by reference;

WHEREAS, in connection with the acquisition, development and rehabilitation of the Property and Project, the Owner entered into:

- (i) certain agreements in connection with the financing of the Project by the Lenders (collectively, the “**Loan Documents**”);
- (ii) that certain Facilities Use Agreement, recorded in the Official Records on April 17, 2024 as Instrument No. 2024-0034756 (the “**FUA**”), by and between Owner and Mendota RAD Owner, which establishes that certain areas and facilities in connection with a community center on Mendota RAD Owner’s adjacent property (the “**Mendota RAD Property**”) will be available for the joint use of Owner, Mendota RAD Owner, residents of the Project and Mendota RAD Property, respectively; and
- (iii) Those certain Loan Documents and the FUA that were recorded in the Official Records as

liens, charges or encumbrances against the Property, or executed without recordation, are more specifically described in Exhibit B attached hereto and incorporated herein by reference (collectively the “**Recorded Documents**”);

WHEREAS, pursuant to Section 7.14 of that certain Construction and Permanent Loan Agreement, dated December 22, 2021, between Owner and Chase, the Project is entirely located on the Project Parcel which shall continue to be owned by Owner. Upon authorization by USDA, Parcel One and Parcel Two of the Property (collectively, the “**Non-Project Parcels**”) more specifically described in Exhibit C, attached hereto and incorporated herein by reference, shall be conveyed to another party to be identified by Owner (the “**Non-Project Parcel Owner**”) pursuant to a Grant Deed, executed by Owner, as grantor, in favor of the Non-Project Parcel Owner, as grantee (the “**Non-Project Parcel Grant Deed**”);

WHEREAS, Owner has subsequently been provided authorization by USDA to release the Non-Project Parcels as of March 27, 2025;

WHEREAS, concurrently herewith, each Lender is executing and delivering a substitution of trustee and deed of partial reconveyance (each, a “**Partial Reconveyance**”) or the equivalent in order to release and reconvey any interest each may have in the Non-Project Parcels so that the remaining liens, charges and encumbrances held by each Lender under the Loan Documents (including, without limitation, the Recorded Documents) affect only the modified Property legally described on Exhibit A hereto, including, without limitation, the Project Parcel and any appurtenant rights granted to the Project Parcel; and

WHEREAS, in order to clarify the various liens, charges and encumbrances affecting the Property and their respective priority, the Parties wish to confirm that:

- (i) each Lender shall execute, deliver and record in the Official Records its respective Partial Reconveyance concurrently herewith in order to release and reconvey any and all liens, charges and encumbrances on any portion of the Property not included in the Project Parcel & Restated Legal Description described in Exhibit A;
- (ii) the descriptions of the Property set forth in the Loan Documents and Exhibit B of the FUA (including, without limitation, the Recorded Documents) shall hereinafter be amended to reflect only the property described in Exhibit A and shall incorporate the Project Parcel & Restated Legal Description as the legal description of the Property hereafter; and
- (iii) the County is included as a notice party to the FUA.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby acknowledge and agree to the following:

1. **Consent.** By execution of this Agreement and notwithstanding anything to the contrary contained in the Loan Documents or the FUA (including, without limitation, the Recorded Documents), the Parties hereby (a) consent to the release of the Non-Project Parcels described in Exhibit C and (b) approve and consent to the conveyance and transfer of the Non-Project Parcels by Owner to Non-Project Parcel Owner pursuant to the Non-Project Parcel Grant Deed.

2. **Restatement of Legal Descriptions.** The Parties agree that each of the Loan Documents and Exhibit B of the FUA (including, without limitation, the Recorded Documents) are hereby deemed amended and modified to reference, affect and encumber only the portion of the Property described in Exhibit A, and the legal descriptions of the Property contained therein are hereby replaced with the Project Parcel & Restated Legal Description contained in Exhibit A. The Parties reaffirm the grants made under each of the applicable Recorded Documents to include only grants of the portion of Property described in

Exhibit A.

3. **Reconveyance.** Each Lender acknowledges and confirms by execution and delivery of the Partial Reconveyances being recorded concurrently herewith that any interest held by any Lender in any portion of the Property that is not included in the Project Parcel & Restated Legal Description contained in Exhibit A is or has been released and reconveyed thereby, such that hereafter, the Property shall be comprised of only the property described in the Project Parcel & Restated Legal Description.

4. **County as FUA Notice Party.** Section 5.14 of the FUA is hereby amended by adding the County as a notice party to any notices being delivered to the Owner or the Mendota RAD Owner as follows:

“With a copy to: County of Fresno
Department of Public Works and Planning
Community Development Division
Attention: Manager, Affordable Housing Programs
2220 Tulare Street, 6th Floor
Fresno, California 93721”

5. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

6. **Ratification.** Except for the legal description of the Property as expressly modified by the provisions hereof, each of the Loan Documents and FUA (including, without limitation, the Recorded Documents) shall stay in effect without further modification. The Parties hereby (a) ratify and reaffirm all terms of the Loan Documents and FUA (including, without limitation, the Recorded Documents), as applicable, (b) agree that the Loan Documents and FUA (including without limitation, the Recorded Documents) are and shall remain in full force and effect in accordance with all terms contained therein, except as expressly stated herein, and that the relative priority of each of the Loan Documents and FUA (including, without limitation, the Recorded Documents) remains unchanged. To the extent necessary to further evidence or give effect to the terms of this Agreement, the Parties may be requested to execute any additional documents as necessary to carry out the purposes outlined in this Agreement and each such party agrees to reasonably cooperate in the execution and delivery thereof.

7. **Counterparts.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original and all, when taken together, shall constitute one and the same instrument.

8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and assigns.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have entered into this Omnibus Agreement Restating Legal Description as of the day and year first above written.

OWNER:

MENDOTA ESPERANZA COMMONS, LP,
a California limited partnership

By: Silvercrest, Inc.,
a California nonprofit public benefit corporation,
its managing general partner

By: *Tyrone Roderick Williams*
Tyrone Roderick Williams
Secretary/Director

By: Mendota Esperanza Commons AGP, LLC,
a California limited liability company,
its administrative general partner

By: Housing Authority of Fresno County,
California, a public body corporate and
politic, its sole member and manager

By: *Tyrone Roderick Williams*
Tyrone Roderick Williams
Chief Executive Officer

MENDOTA RAD OWNER:

MENDOTA RAD, LP,
a California limited partnership

By: Silvercrest, Inc.,
a California nonprofit public benefit corporation,
its managing general partner

By: *Tyrone Roderick Williams*
Tyrone Roderick Williams
Secretary/Director

By: Mendota RAD AGP, LLC,
a California limited liability company,
its administrative general partner

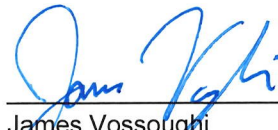
By: Housing Authority of Fresno County,
California, a public body corporate and
politic, its sole member and manager

By: *Tyrone Roderick Williams*
Tyrone Roderick Williams
Chief Executive Officer

CHASE:

JPMORGAN CHASE BANK, N.A.,
a national banking association

By:

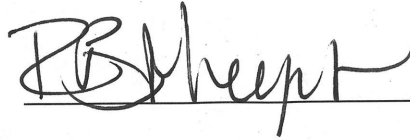


James Vossoughi
Authorized Officer

USDA:

**UNITED STATES OF AMERICA, acting through the RURAL
HOUSING SERVICE, UNITED STATES DEPARTMENT OF
AGRICULTURE**

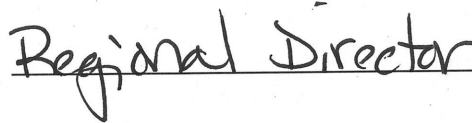
By:



Name:

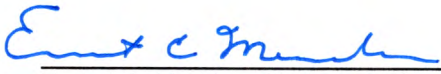


Title:



COUNTY:

COUNTY OF FRESNO,
a political subdivision of the State of California

By: 
Ernest C. Mendes, Chairman of the Board of
Supervisors of the County of Fresno

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

By: 
Deputy

GUARANTOR'S/INDEMNITOR'S CONSENT AND REAFFIRMATION

As required by Chase, the undersigned Guarantor associated with that certain loan made by Chase to Owner in the original aggregate principal amount of \$9,651,040.00 (the "**Senior Loan**") hereby consents to the modification by Owner and Chase of those documents pertaining to the Senior Loan as encompassed in the Loan Documents and Recorded Documents as provided for in the foregoing Agreement and the transactions contemplated thereby in order to release a portion of the Property as described in this Agreement, and acknowledges and reaffirms that its: (i) Payment Guaranty; (ii) Completion Guaranty; and (iii) Environmental Indemnity Agreement, each dated as of December 22, 2021, are in full force and effect as of this date and that no defenses exist to the enforceability thereof. The undersigned reaffirms its waivers, as set forth in such documents, of each and every one of the possible defenses to such obligations.

Dated as of [____], 2025.

GUARANTOR:

**HOUSING AUTHORITY OF
FRESNO COUNTY, CALIFORNIA,**
a public body corporate and politic

By: 
Tyrone Roderick Williams
Chief Executive Officer

CONSENT- 1

ACKNOWLEDGMENT

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

State of California)
County of Fresno)

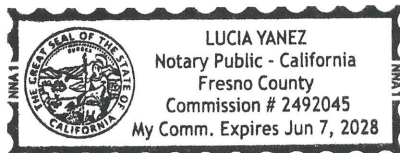
On April 09, 2025 before me, Lucia Yanez,
Notary Public, personally appeared **TYRONE RODERICK WILLIAMS**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)



ACKNOWLEDGMENT

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

State of California)
County of San Francisco)

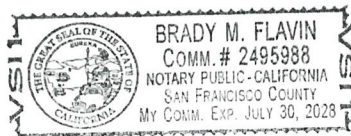
On April 10th, 2025 before me, Brady M. Flavin,
Notary Public, personally appeared **JAMES VOSSOUGH**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Brady M. Flavin

(Seal)



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

State of Washington)
County of Thurston)

On June 18, 2025 before me, Wilson Moyer, Notary Public,

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

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

WITNESS my hand and official seal.

Signature Wilson Moyer

(Seal)



[NOTARY ACKNOWLEDGEMENT FOR USDA]

ACKNOWLEDGMENT

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

State of California

County of

Fresno

On 7/8/, 2025 before me,

O. Ortiz, Notary Public

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

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

WITNESS my hand and official seal.

Signature

O. Ortiz

(Seal)

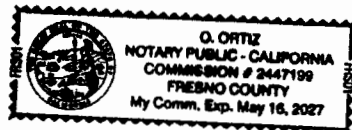


EXHIBIT A

Project Parcel & Restated Legal Description of Property

The land described herein is situated in the State of California, County of Fresno, City of Mendota, described as follows:

Parcel Three:

That portion that certain parcel of land conveyed to the Housing Authority of Fresno County in a Grant Deed recorded May 25, 1978 in Book 7038 of Official Records, at Page 677, Fresno County Records, hereinafter referred to as "Housing Authority Parcel", situated in the West half of the East half of the East half of Section 36, Township 13S, Range 14 East, Mount Diablo Base and Meridian, in the City of Mendota, County of Fresno, State of California, more particularly described as follows:

COMMENCING at a point on the west line of the East half of the East half of the East half of the Southeast quarter of said Section 36, said point being distance thereon, 1484.30 feet southerly of the Southeast corner of the North half of the Northwest quarter of the Southeast quarter of said Section 36, said point also being the centerline intersection of Smoot Avenue with Sorenson Avenue as said intersection is shown on that certain Record of Survey filed March 2, 2015 in Book 60 of Record of Surveys, at pages 88-90 inclusive, Fresno County Records thence leaving said POINT OF COMMENCEMENT, along said centerline of Smoot Avenue and the northerly line of that certain parcel of land conveyed to Mendota RAD, LP in Grant Deed recorded December 24, 2013 as Document Number 2013-0172253, Official Records of Fresno County, hereinafter referred to as "Mendota RAD Parcel", North 89°32'10" West, a distance of 220.00 feet to the northeast corner of "Housing Authority Parcel"; thence Southerly along the westerly line of said "Mendota RAD Parcel" and the easterly line of said "Housing Authority Parcel", South 13°01'52" West, a distance of 182.25 feet to the TRUE POINT OF BEGINNING; thence leaving said TRUE POINT OF BEGINNING, the following nine (9) courses;

1. continuing along said easterly line, South 13°01'52" West, a distance of 256.94 feet;
2. South 66°13'00" East, a distance of 50.00 feet;
3. South 20°17'27" West, a distance of 262.69 feet;
4. South 66°12'33" East, a distance of 120.64 feet;
5. South 39°14'35" West, a distance of 244.46 feet;
6. South 47°37'27" West, a distance of 331.76 feet to an intersection with the north line of Lot 29 of that certain final map of Tract No. 4504, recorded in Volume 62 of Plats, at pages 93 through 94 inclusive, Fresno County Records;
7. Along said north line of Lot 29, North 48°10'56" West, a distance of 57.25 feet to the west line of the East half of said Section 36;
8. Northerly, along said west line, North 01°36'26" East, a distance of 943.98 feet to a line being parallel with and 177.88 feet southerly, as measured at right angles, of said centerline of Smoot Avenue and the northerly line of said "Mendota RAD Parcel";
9. Easterly, along said parallel line, South 89°32'10" East, a distance of 408.83 feet to the TRUE POINT OF BEGINNING;

Containing 7.235 acres, more or less.

APN: Portion of 012-190-39sT

EXHIBIT B

Recorded Documents, each dated as of December 22, 2021 and recorded December 23, 2021 in the Official Records unless indicated otherwise.

- 1. Facilities Use Agreement recorded as Instrument No. 2024-0034756 on April 17, 2024**
 - a. Mendota RAD, LP, a California limited partnership
 - b. Mendota Esperanza Commons, LP, a California limited partnership
- 2. Restrictive Use Covenant – 20 Year recorded as Instrument No. 2021-0209839, as amended by No. 2023-0063689**
 - a. Mendota Esperanza Commons, LP, a California limited partnership
 - b. United States of America, acting through the Rural Housing Service, United States Department of Agriculture
- 3. Construction and Permanent Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded as Instrument No. 2021-0209840**
 - a. Trustor: Mendota Esperanza Commons, LP, a California limited partnership
 - b. Trustee: California Reconveyance Company, a California corporation
 - c. Beneficiary: JPMorgan Chase Bank, N.A., a national banking association
- 4. Real Estate Deed of Trust for California with Assignment of Rents and Fixture Filing recorded as Instrument No. 2021-0209841**
 - a. Trustor: Mendota Esperanza Commons, LP, a California limited partnership
 - b. Trustee: Placer Title Company
 - c. Beneficiary: United States of America, acting through the United States Department of Agriculture
- 5. PLHA Loan Agreement dated November 16, 2021 as Agreement No. 21-480, and Amendment I to Agreement dated June 20, 2023 as Agreement No. 23-338, and not recorded in the Official Records**
 - a. Mendota Esperanza Commons, LP, a California limited partnership
 - b. County of Fresno, a Political Subdivision of the State of California
- 6. PLHA Regulatory Agreement and Declaration of Restrictive Covenants dated December 20, 2021 and recorded as Instrument No. 2021-0209842**
 - a. County of Fresno, a Political Subdivision of the State of California
 - b. Mendota Esperanza Commons, LP, a California limited partnership
- 7. Deed of Trust, Assignment of Rents and Financing Statement recorded as Instrument No. 2021-0209843, as amended by No. 2023-0063690**
 - a. Trustor: Mendota Esperanza Commons, LP, a California limited partnership
 - b. Trustee: Placer Title Company
 - c. Beneficiary: County of Fresno, a political subdivision of the State of California
- 8. Subordination Agreement – 515 Loan recorded as Instrument No. 2021-0209844**
 - a. Borrower: Mendota Esperanza Commons, LP, a California limited partnership
 - b. Junior Lienholder: County of Fresno, a political subdivision of the State of California
 - c. Senior Lienholder: United States Department of Agriculture Rural Housing Service
- 9. Subordination Agreement – Fresno County Loan recorded as Instrument No. 2021-0209845**
 - a. Borrower: Mendota Esperanza Commons, LP, a California limited partnership

- b. Junior Lienholder: County of Fresno, a political subdivision of the State of California
- c. Senior Lienholder: JPMorgan Chase Bank, N.A., a national banking association

10. Subordination Agreement – 515 Loan recorded as Instrument No. 2021-0209846

- a. Borrower: Mendota Esperanza Commons, LP, a California limited partnership
- b. Junior Lienholder: County of Fresno, a political subdivision of the State of California
- c. Senior Lienholder: United States Department of Agriculture Rural Housing Service

11. Pursuant to Acknowledgement of the Facilities Use Agreement for the Mendota RAD Property, HOME Agreement dated August 20, 2013 as Agreement No. 13-514, and not recorded in the Official Records

- a. County of Fresno, a Political Subdivision of the State of California
- b. Borrower: Mendota RAD, LP, a California limited partnership

EXHIBIT C

Legal Description of the Non-Project Parcels

The land described herein is situated in the State of California, County of Fresno, City of Mendota, described as follows:

Parcel One:

That portion that certain parcel of land conveyed to the Housing Authority of Fresno County in a Grant Deed recorded May 25, 1978 in Book 7038 of Official Records, at Page 677, Fresno County Records, herein referred to as "Housing Authority Parcel", situated in the West half of the East half of the East half of Section 36, Township 13 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Mendota, County of Fresno, State of California, more particularly described as follows:

COMMENCING at a point on the west line of the East half of the East half of the Southeast quarter of said Section 36, said point being a distance thereon, 1484.30 feet southerly of the Southeast corner of the North half of the Northwest quarter of the Southeast quarter of the Northeast quarter of said Section 36, said point also being the centerline intersection of Smoot Avenue with Sorenson Avenue as said intersection is shown on that certain Record of Survey filed March 2, 2015 in Book 60 of Record of Surveys, at pages 88-90 inclusive, Fresno County Records; thence leaving said POINT OF COMMENCEMENT, along said centerline of Smoot Avenue and the northerly line of that certain parcel of land conveyed to Mendota RAD, LP in a Grant Deed recorded December 24, 2013 as Document Number 2013-0172253, Official Records of Fresno County, hereinafter referred to as "Mendota RAD Parcel", North 89°32'10" West, a distance of 220.00 feet to the northeast corner of "Housing Authority Parcel"; thence Southerly along the westerly line of said "Mendota RAD Parcel: and the easterly line of said "Housing Authority Parcel", South 13°01'52" West, a distance of 182.25 feet to a line being parallel with and 177.88 feet southerly, as measured at right angles, from said centerline; thence along said parallel line, North 89°32'10" West, a distance of 245.29 feet to the TRUE POINT OF BEGINNING;

Thence North 00°27'50" East, a distance of 177.88 feet to said centerline of Smoot Avenue and the northerly line of said "Housing Authority Parcel";

Thence along said centerline and said northerly line, North 89°32'10" West, a distance of 159.99 feet to the west line of the East half of said Section 36;

Thence southerly along said west line, South 01°36'26" West, a distance of 177.92 feet to the westerly prolongation of said parallel line;

Thence easterly along said westerly prolongation, South 89°32'10" East, a distance of 163.54 feet to the TRUE POINT OF BEGINNING;

containing 28,774 square feet, more or less.

APN: 012-190-71S

Parcel Two:

That portion that certain parcel of land conveyed to the Housing Authority of Fresno County in a Grant Deed recorded May 25, 1978 in Book 7038 of Official Record, at Page 677, Fresno County Records, hereinafter referred to as "Housing Authority Parcel", situated in the West half of the East half of the East half of Section 36, Township 13 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Mendota, County of Fresno, State of California, more particularly described as follows:

COMMENCING at a point on the west line of the East half of the East half of the East half of the Southeast quarter of said Section 36, said point being distance thereon, 1484.30 feet southerly of the Southeast corner of the North half of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 36, said point also being the centerline intersection of Smoot Avenue with Sorenson Avenue as said intersection is shown on that certain Record of Survey filed March 2, 2015 in Book 60 of Record of Surveys, at page 88-90 inclusive, Fresno County Records; thence leaving the POINT OF COMMENCEMENT, along said centerline of Smoot Avenue and the northerly line of that certain parcel of land conveyed to Mendota RAD, LP in a Grant Deed recorded December 24, 2013 as Document Number 2013-0172253, Official Records of Fresno County, hereinafter referred to as "Mendota RAD Parcel", North 89°32'10" West, a distance of 220.00 feet to the northeast corner of "Housing Authority Parcel" and the TRUE POINT OF BEGINNING;

Thence leaving said TRUE POINT OF BEGINNING, Southerly along the westerly line of said "Mendota RAD Parcel" and the easterly line of said "Housing Authority Parcel" South 13°01'52" West, a distance of 182.25 feet to a line being parallel with and 177.88 feet southerly, as measured at right angles, from said centerline;

Thence along said parallel line, North 89°32'10" West, a distance of 245.29 feet;

Thence North 00°27'50" East, a distance of 177.88 feet to said centerline of Smoot Avenue and the northerly line of said "Housing Authority Parcel";

Thence along said centerline and said northerly line, South 89°32'10" East, a distance of 284.94 feet to the TRUE POINT OF BEGINNING;

Containing 1.083 acres, more or less.

APN: 012-190-72S