



## Agenda Item 1

DATE: May 12, 2015 (Continued from March 17, 2015)

TO: Board of Supervisors

FROM: Margaret Mims, Sheriff-Coroner *[Signature]*

SUBJECT: Appeal of Administrative Penalties for Violations of Fresno County Medical Marijuana Ordinance

### RECOMMENDED ACTION:

**Consider and take action on appeal of administrative citation in the amount of \$95,000, filed by Kong Meng Lee, pertaining to the property located at 627 N. Brawley Avenue, Fresno, CA, APN 326-110-26s, for violation of Fresno County Ordinance Code section 10.60.060 of Title 10, Medical Marijuana Cultivation Regulations.**

The \$95,000 citation was issued pursuant to Fresno County Ordinance Code section 10.64.040. The County's Ordinance Code includes a process for appealing such a citation. An appeal must be made within 15 days from the date the citation is issued. The appeal by Mr. Lee was made within 15 days of when he was cited. The Board continued the hearing on this appeal at its March 17, 2015 meeting.

### ALTERNATIVE ACTION(s):

An order denying the appeal is appropriate if your Board upholds the imposition of an administrative penalty in the amount of \$95,000 against the appellant. Alternatively, your Board may deny the appeal, but reduce the administrative penalty. Finally, your Board may determine that the appellant was not a responsible party, and grant the appeal by dismissing the citation.

### FISCAL IMPACT:

There is no new net County cost associated with the recommended action. Staff costs associated with enforcement and administration of Fresno County Ordinance Code section 10.60.060 — Medical Marijuana Cultivation Regulations is being absorbed within the Sheriff's Org 3111 Adopted Budget. Any revenues received from enforcement of this Ordinance will be deposited into Countywide Revenues.

ADMINISTRATIVE OFFICE REVIEW *[Signature]*

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Official Action of  
Board of Supervisors  
*[Signature]*  
Deputy

CONDUCTED PUBLIC HEARING FILED BY KONG MENG LEE. RECEIVED TESTIMONY FROM APPELLANT'S ATTORNEY. CLOSED PUBLIC HEARING. A MOTION WAS MADE BY CHAIRMAN POOCHIGIAN, SECONDED BY SUPERVISOR PACHECO, TO GRANT APPEAL FILED BY KONG MENG LEE

UNANIMOUS        BORGEAS No MENDES Aye PACHECO Aye PEREA Aye POOCHIGIAN Aye

SUMMARY OF FACTS:

Date of Citation: August 20, 2014

Number of Marijuana Plants: 95

Amount of Citation: \$95,000

Persons Cited: Yer Yang (occupier) and Kong Meng Lee (property owner)

Location of Property: 627 N. Brawley Ave., Fresno, CA 93706

Disposition of Plants: Eradicated by staff on August 14, 2014.

Prior Continuance: This appeal was continued to this date from March 17, 2015, to allow counsel for Appellant to be in attendance.

On October 20, 2014, your Board conducted a hearing on the appeals filed by Mr. Yang and Mr. Lee. Your Board received testimony from at least one appellant as well as the public, after which the hearing was closed to the public. Your Board decided to uphold the administrative penalty in the amount of \$95,000 as to appellant Mr. Yang, and your Board requested that staff investigate further as to Mr. Lee's responsibility, if any. Your Board continued Mr. Lee's appeal to the next marijuana appeal hearing, to allow further deliberation. Mr. Lee's appeal was scheduled for the March 17, 2015 hearing, but continued by the Board at Mr. Lee's request to permit his legal counsel to attend the hearing. Mr. Lee's appeal is now before your Board for further deliberation and a final decision.

DISCUSSION:

On August 14, 2014, staff from the Fresno County Sheriff's Office ("staff") investigated a possible marijuana grow located on the property at 627 N. Brawley Avenue in Fresno, APN No. 326-110-26s (the "property"). Staff confirmed that 95 marijuana plants were growing on the property and eradicated them.

Mr. Yang was present on the property when staff arrived, and he was the only person cited by staff at that time. He advised staff that he rented the property and that, as part of his rental agreement, he tended to 75 marijuana plants that grew on the property. Mr. Yang admitted to growing the remaining 20 marijuana plants for his personal use.

Mr. Yang identified "Cha Lee" as the individual with whom he made his rental agreement, and he stated that Cha Lee was a friend of the property owner.

Mr. Lee takes the position that he does not own the property but rather is only the "lender."

APPLICABLE LAWS:

Fresno County Ordinance Code chapter 10.64 provides that administrative penalties can be imposed for each and every marijuana plant cultivated in violation of Chapter 10.60 in the amount of one thousand dollars (\$1,000) per plant.

Pursuant to Fresno County Ordinance Code chapter 10.64.070.B, your Board shall only consider evidence that is relevant to whether the violations occurred, and whether the recipients of the citations are 'responsible parties' as defined by Fresno County Ordinance Code chapter 10.64.030.D ["any other entity whatsoever whose action or actions caused or contributed to violations of codes].

The decision of your Board shall be final upon adoption of an order containing its determination. The administrative penalties, if any, are due and payable immediately upon the adoption of an order denying the appeal.

EXHIBITS:

Exhibit 1 — Board Agenda Packet, March 17, 2015.

Exhibit 2 — Copy of Notice of Hearing dated April 10, 2015 (without translation notice) sent to Appellant by the Clerk to the Board of Supervisors.

Exhibit 3 — Copy of Letter dated April 13, 2015 (with translation notice) sent to Appellant From Clerk to the Board Regarding Hearing Before Board of Supervisors on May 12, 2015.

Exhibit 4 — Additional Photographs

# EXHIBIT 1





## Agenda Item 5

DATE: March 17, 2015  
TO: Board of Supervisors  
FROM: Margaret Mims, Sheriff-Coroner *[Signature]*  
SUBJECT: Appeal of Administrative Penalties for Violations of Fresno County Medical Marijuana Ordinance

### RECOMMENDED ACTION:

**Consider and take action on appeal of administrative citation in the amount of \$95,000, filed by Kong Meng Lee, pertaining to the property located at 627 N. Brawley Avenue, Fresno, CA, APN 326-110-26s, for violation of Fresno County Ordinance Code section 10.60.060 of Title 10, Medical Marijuana Cultivation Regulations.**

The \$95,000 citation was issued pursuant to Fresno County Ordinance Code section 10.64.040. The County's Ordinance Code includes a process for appealing such a citation. An appeal must be made within 15 days from the date the citation is issued. The appeal by Mr. Lee was made within 15 days of when he was cited.

### ALTERNATIVE ACTION(s):

An order denying the appeal is appropriate if your Board upholds the imposition of an administrative penalty in the amount of \$95,000 against the appellant. Alternatively, your Board may deny the appeal, but reduce the administrative penalty. Finally, your Board may determine that the appellant was not a responsible party, and grant the appeal by dismissing the citation.

### FISCAL IMPACT:

There is no new net County cost associated with the recommended action. Staff costs associated with enforcement and administration of Fresno County Ordinance Code section 10.60.060 – Medical Marijuana Cultivation Regulations is being absorbed within the Sheriff's Org 3111 Adopted Budget. Any revenues received from enforcement of this Ordinance will be deposited into Countywide Revenues.

ADMINISTRATIVE OFFICE REVIEW

*[Signature]*

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Official Action of  
Board of Supervisors  
*[Signature]*  
Deputy

CONTINUED APPEAL TO THE NEXT MARIJUANA APPEAL HEARING (MAY 12, 2015)

UNANIMOUS ☒ BORGEAS \_\_\_\_\_ MENDES \_\_\_\_\_ PACHECO \_\_\_\_\_ PEREA \_\_\_\_\_ POOCHIGIAN \_\_\_\_\_

**SUMMARY OF FACTS:**

Date of Citation: 8/20/14

Number of Marijuana Plants: 95

Amount of Citation: \$95,000

Persons Cited: Yer Yang (occupier) and Kong Meng Lee (property owner)

Location of Property: 627 N. Brawley Ave., Fresno, CA 93706

Disposition of Plants: Eradicated by staff on 8/14/14

On October 20, 2014, your Board conducted a hearing on the appeals filed by Mr. Yang and Mr. Lee. Your Board received testimony from at least one appellant as well as the public, after which the hearing was closed to the public. Your Board decided to uphold the administrative penalty in the amount of \$95,000 as to appellant Mr. Yang, and your Board requested that staff investigate further as to Mr. Lee's responsibility, if any. Your Board continued Mr. Lee's appeal to the next marijuana appeal hearing. Mr. Lee's appeal is now before your Board for further deliberation and a final decision.

**DISCUSSION:**

On August 14, 2014, staff from the Fresno County Sheriff's Office ("staff") investigated a possible marijuana grow located on the property at 627 N. Brawley Avenue in Fresno, APN no. 326-110-26s (the "property"). Staff confirmed that 95 marijuana plants were growing on the property and eradicated them.

Mr. Yang was present on the property when staff arrived, and he was the only person cited by staff at that time. He advised staff that he rented the property and that, as part of his rental agreement, he tended to 75 marijuana plants that grew on the property. Mr. Yang admitted to growing the remaining 20 marijuana plants for his personal use.

Mr. Yang identified "Cha Lee" as the individual with whom he made his rental agreement, and he stated that Cha Lee was a friend of the property owner.

Mr. Yang now takes the position that none of the marijuana plants belonged to him, but that he only helped "them" with the plants. Mr. Lee takes the position that he does not own the property but rather is only the "lender."

**APPLICABLE LAWS:**

Fresno County Ordinance Code chapter 10.64 provides that administrative penalties can be imposed for each and every marijuana plant cultivated in violation of Chapter 10.60 in the amount of one thousand dollars (\$1,000) per plant.

Pursuant to Fresno County Ordinance Code chapter 10.64.070.B, your Board shall only consider evidence that is relevant to whether the violations occurred, and whether the recipients of the citations are 'responsible parties' as defined by Fresno County Ordinance Code chapter 10.64.030.D ["any other entity whatsoever whose action or actions caused or contributed to violations of codes"].

The decision of your Board shall be final upon adoption of an order containing its determination. The administrative penalties, if any, are due and payable immediately upon the adoption of an order denying the appeal.

**EXHIBITS:**

- Exhibit A – Agenda Item 7 from October 20, 2014 Board of Supervisors meeting.
- Exhibit B – Maps showing location of property.
- Exhibit C – Copy of citation issued to Mr. Lee.
- Exhibit D – Copy of appeal filed by Mr. Lee.
- Exhibit E – Copy of Main Report prepared by Michelle Ceron of the Fresno County Sheriff's Office.
- Exhibit F – Copy of Incident Report prepared by Michelle Ceron of the Fresno County Sheriff's Office.
- Exhibit G – Copy of Notice of Hearing sent to Mr. Lee by the Fresno County Clerk to the Board of Supervisors' Office.
- Exhibit H – Photos of property taken by Fresno County Sheriff's Office staff.
- Exhibit I – Copy of letter of unknown date sent by Mr. Lee to Mr. Yang.
- Exhibit J – Copy of California Residential Purchase Agreement dated December 28, 2012 for property at 627 N. Brawley.
- Exhibit K – Copy of California Association of Realtors Buyer's Inspection Advisory dated December 28, 2012 for property at 627 N. Brawley and addendum signed by Mr. Lee.
- Exhibit L – Copy of "amortization table for \$87,500.00 borrowed on Dec. 28, 2012."

**REFERENCE MATERIAL:**

Board of Supervisors Agenda dated October 20, 2014 (attached).

## Exhibit A



## Agenda Item

7

DATE: October 20, 2014  
TO: Board of Supervisors  
FROM: Margaret Mims, Sheriff *[Signature]*  
SUBJECT: Appeal of Administrative Penalties for Violations of Fresno County Medical Marijuana Ordinance

### RECOMMENDED ACTION:

**Consider and take action on appeals of administrative citations in the amount of \$95,000, filed by Yer Yang and Kong Meng Lee, pertaining to the property located at 627 N. Brawley Avenue for violations of Fresno County Ordinance Code section 10.60.060 of Title 10, Medical Marijuana Cultivation Regulations.**

The \$95,000 citations were issued pursuant to Fresno County Ordinance Code section 10.64.040. The County's Ordinance Code includes a process for appealing such a citation. An appeal must be made within 15 days from the date the citation is issued. The appeals made by Mr. Yang and Mr. Lee were within 15 days of when each of them was cited.

### ALTERNATIVE ACTION(s):

Your Board can grant or deny the requested appeals. You can also reduce the amount each appellant owes on their respective citations if their appeals are denied.

### FISCAL IMPACT:

There is no new net County cost associated with the recommended action. Staff costs associated with enforcement and administration of Fresno County Ordinance Code chapter 10.60.060 – Medical Marijuana Cultivation Regulations is being absorbed within the Sheriff's Org 3111 Adopted Budget and the Department of Public Works and Planning Adopted Budget Org 4360. Any revenue received from enforcement of this Ordinance will be deposited into Countywide Revenues.

ADMINISTRATIVE OFFICE REVIEW

*[Signature]*

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Official Action of  
Board of Supervisors  
*[Signature]*  
Deputy

SEE PAGE THREE FOR BOARD ACTION

UNANIMOUS \_\_\_\_\_ BORGEAS \_\_\_\_\_ CASE MCNAIRY \_\_\_\_\_ LARSON \_\_\_\_\_ PEREA \_\_\_\_\_ POOCHIGIAN \_\_\_\_\_

DISCUSSION:

On August 14, 2014, staff from the Fresno County Sheriff's Office investigated a possible marijuana grow located on the property. Staff confirmed that 95 marijuana plants were being grown. The 95 plants were eradicated by staff. It was determined that marijuana was being cultivated on the property in violation of Fresno County Ordinance Code chapter 10.60. Fresno County Ordinance Code chapter 10.64 provides that administrative penalties can be imposed for each and every marijuana plant cultivated in violation of Chapter 10.60 in the amount of one thousand dollars (\$1,000) per plant.

The property is located on N. Brawley Avenue just south of W. Belmont Avenue in Fresno (APN: 326-110-26s).

Mr. Yang was present at the property when staff arrived. He advised staff that he was renting the property and that, as part of his rental agreement, he would tend to 75 marijuana plants growing on the property. Mr. Yang admitted to growing the remaining 20 marijuana plants for personal use. He identified Cha Lee as the individual he made the rental agreement with. Mr. Yang said Cha Lee was a friend of the person who owned the property.

Mr. Yang takes the position that none of the marijuana plants were his but that he helped "them" with the plants. Mr. Lee claims he does not own the property and that he is only the lender.

Pursuant to Fresno County Ordinance Code section 10.64.070.B, your Board shall only consider evidence that is relevant to whether the violations occurred and whether the recipients of the citations are 'responsible parties' as defined by Fresno County Ordinance Code section 10.64.030.D. The decision of your Board shall be final upon adoption of an order containing its determination. The administrative penalties, if any, are due and payable immediately upon the adoption of an order denying the appeal.

An order denying each appeal is appropriate if your Board upholds the imposition of administrative penalties in the amount of \$95,000 against each appellant. Your Board may also reduce the administrative penalties. Finally, and with respect to each appellant, your Board can determine that the appellant was not a responsible party and grant their appeal by dismissing the citation the appellant received.

EXHIBITS:

- Exhibit A – Maps showing location of property
- Exhibit B – Copy of citations issued to Mr. Yang and Mr. Lee
- Exhibit C – Copy of each appeal filed by Mr. Yang and Mr. Lee
- Exhibit D – Narrative extracted from staff's incident report with details of the incident
- Exhibit E – Complete incident report from the Fresno County Sheriff's Office
- Exhibit F – Picture

**CONDUCTED HEARING ON APPEALS FILED BY YER YANG AND KONG MENG LEE. RECEIVED TESTIMONY FROM APPELLANT. CLOSED HEARING;**

**APPROVED A MOTION TO UPHOLD ADMINISTRATIVE PENALTY IN THE AMOUNT OF \$95,000 TO YER YANG**

Motion by:	Poochigian	Second by:	Larson
Ayes:	Poochigian, Larson, Case McNairy, Perea, Borgeas	Noes:	None
Abstentions:	None	Absentees:	0

**A MOTION TO GRANT APPEAL TO KONG MENG LEE FAILED FOR LACK OF AFFIRMATIVE VOTES**

Motion by:	Poochigian	Second by:	Larson
Ayes:	Poochigian, Larson,	Noes:	Case McNairy, Perea, Borgeas
Abstentions:	None	Absentees:	0

**A MOTION MADE REQUESTING SHERIFF TO INVESTIGATE FURTHER AND RETURN TO THE BOARD AT THE NEXT MARIJUANA APPEAL HEARING**

Motion by:	Borgeas	Second by:	Case McNairy
Ayes:	Borgeas, Case McNairy	Noes:	Poochigian, Larson, Perea,
Abstentions:	None	Absentees:	0

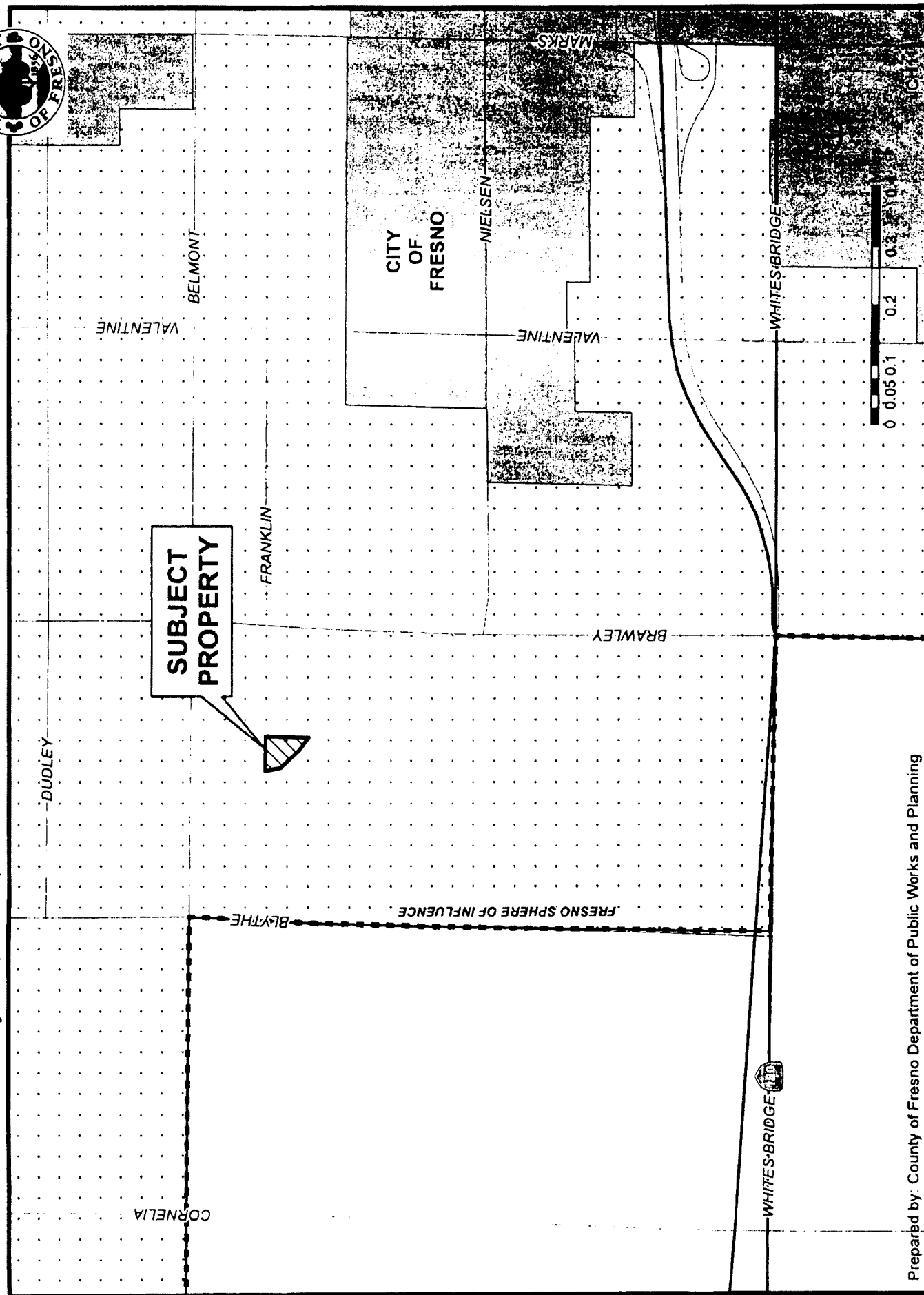
**CONTINUED APPEAL OF KONG MENG LEE TO THE NEXT MARIJUANA APPEAL HEARING**

Motion by:	Larson	Second by:	Borgeas
Ayes:	Larson, Borgeas, Case McNairy	Noes:	Poochigian, Perea
Abstentions:	None	Absentees:	0

## Exhibit B



**LO**  
32611026S - 627 N. Brawley Ave., Fresno, CA 93706



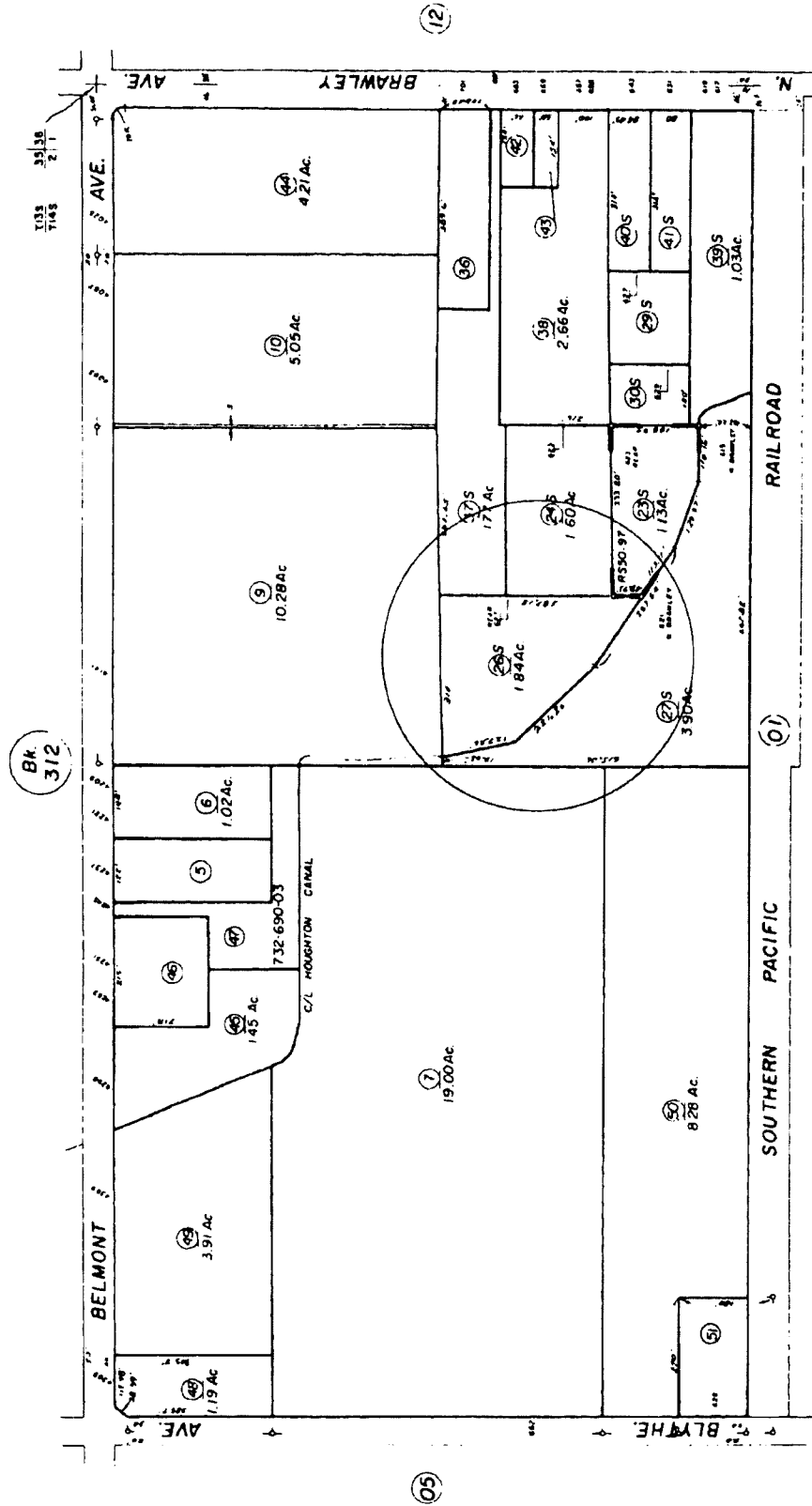
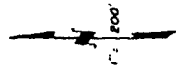
Prepared by: County of Fresno Department of Public Works and Planning

NOTE —  
This map is for Assessment purposes only.  
It is not to be construed as conveying legal  
ownership or interests of land for purposes  
of zoning or subdivision law.

POR. SEC. 2, T. 14 S., R. 19 E., M. D. B. & M.

Tax Area  
67 005

326-11



Agricultural Preserve  
Record of Survey - Bk. 50, Pg. 97

Assessor's Map Bk. 326 - Pg. 11  
County of Fresno, Calif.

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

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## Exhibit C

Certified Article Number

9414 7266 9904 2006 1714 13

## ADMINISTRATIVE CITATION

SENDERS RECORD

1. Date: 8-20-14 Case No: 14-13098 Citation No: \_\_\_\_\_
2. Location of Property: 627 N. Bransley Fresno 93706 APN: 326-110-265
3. The following Fresno County Ordinance Codes were violated on the following date: 8/14/14 and on the property noted above:

Description of Violation: Fresno County Ordinance Section 10.60.060 of Title 10 – cultivation of medical marijuana where prohibited

5. A fine/penalty of \$95,000 has been imposed pursuant to Fresno County Ordinance Code 10.64.04 – The administrative citation penalty for each and every medical marijuana plant cultivated in violation shall be (1) One Thousand Dollars (\$1,000) per plant; plus (2) One Hundred Dollars (\$100) per plant per day the plant remains unabated past the abatement deadline set forth in the administration citation.

All Citations must be paid within 30 days. No invoice will be sent. 9-13-14

AMOUNT DUE: \$95,000.00

PAYMENT DUE BY: \_\_\_\_\_

6. PAYMENT AND COLLECTIONS: Pursuant to Fresno County Ordinance Code 10.64.080, fines shall be paid within 30 days of the date of issuance of this Citation, listed below. Fines shall be paid to Fresno County Department of Public Works and Planning in person or mailed to the address listed in No. 7 below. In the event the responsible party fails to pay the administrative penalty when due, the County may take any actions permitted by law or Ordinance to collect the unpaid penalty, which shall accrue interest at a rate of ten (10) percent per month, commencing thirty (30) days after the administrative penalty becomes due and continuing until paid.
7. APPEAL: You have the right to contest this Citation by filing a request for hearing within Fifteen (15) days from the date this Citation was mailed (noted below). You may file the appeal at the Clerk to the Board of Supervisors office at 2281 Tulare Street, Fresno, CA 93721. The Fresno County Board of Supervisors will preside at the hearing and hear all facts and testimony presented and deemed appropriate. The hearing will be set for a date that is not less than ten (10) days from the date of mailing and posting of the notice of hearing.

Recipient's name and address:

(Name) Lee Kong Meng

Address: 7233 Berry Creek

Eastvale Ca 92850

Code Enforcement staff name and telephone number:

Name: M. Ceron

Phone No.: 660-8028

Code Enforcement Signature

I, the above-named Code Enforcement staff, certify under penalty of perjury, that I caused this Citation to be mailed by first class mail postage prepaid with return receipt requested to the above-named recipient at the recipient's address on

8/20/14, 2014.

**NOTICE OF VIOLATION OF FRESNO COUNTY CODE CHAPTER 10.60.060 AND  
IMPOSITION OF FINES**

1. Date: 8/20/14
2. FSO Case No: 14-13098
3. Address: 427 N. Brawley Fresno Ca 93706
4. APN: 326-110-265
5. Fine assessment appeal deadline: 8-29-14

You have been determined to be a responsible party for the property located above. As such, it is your responsibility to maintain this property free from any violations of the Fresno County Ordinance Code. An inspection has been conducted and it has been determined that the property is in violation of the Fresno County Ordinance Code Chapter 10.60.060 of Title 10, and subject to fines as prescribed in Fresno County Ordinance Code Chapter 10.64.040 of Title 10 (Administrative Penalty) of one thousand dollars (\$1,000) per plant for each for every marijuana plant currently cultivated on the property. Based on the Department's inspection, a total of 95 marijuana plants were determined to be on the subject property. An administrative citation setting forth the amount of the penalty for your violation of Chapter 10.60 of the Ordinance Code will be issued separately.

**APPEAL:** You have the right to contest the imposition of fines by filing a written notice of appeal within 15 days from the date of this Notice. You may file the appeal at the Clerk to the Board of Supervisors office at 2281 Tulare Street, Fresno, CA 93721. If you have any questions, you may call (559) 600-3529. If you fail to timely request an appeal hearing, all rights to appeal the imposition of the fines are waived.

M. Ceron 600-8028  
[Name]  
[Phone Number]

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## Exhibit D



For Office Use Only

Date received: 8/27/2014  
Copied to: B. Jaramila / W. Kellner  
Date copy sent: 8/27/2014  
Hearing set for: \_\_\_\_\_

**REQUEST FOR HEARING**

**MEDICAL MARIJUANA**  
**ADMINISTRATIVE CITATION APPEAL**

**RECEIVED**  
AUG 27 2014

Date: Aug. 27, 2014

Return to:

BERNICE E. SEIDEL, Clerk, Board of Supervisors  
Hall of Records, Room 301  
2281 Tulare  
Fresno, CA 93721

CLERK. BOARD OF SUPERVISORS

I wish to appeal for the following specific reason(s): Case # 14-13098

I am not the owner of the property, I am  
the lender.

Please notify me of the date and time of the appeal hearing before the Board of Supervisors at the following address:

Appellant

Lee, Kong Meng  
(Name)  
7233 Berry Creek Eastvale, CA  
(Address) (City)  
92880 [REDACTED]  
(Zip Code) (Daytime Phone No.)

Note: Fresno County Ordinance Code Section 10.64.070 sets forth the applicable procedures for the Board of Supervisors appeal hearing related to the administrative citation.

Kong Lee  
(Signature)

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## Exhibit E



**Main Report by CSO M. Ceron**

Upon our arrival team members were wearing identifiable SHERIFF uniforms. We exited our marked patrol vehicles at the location listed. A male, later identified as Yer Yang, exited the residence after team members knocked on the front door. We advised Yer that we were there to speak to him about the marijuana grow on this property. Yer was cooperative and allowed members of the team to access the grow that was located at the side and rear of the property. Yer admitted to growing 20 marijuana plants for his personal use. He also stated that he has a verbal agreement to pay \$672.00 for rent and part of the agreement is that he would tend to the 75 plants on the property. Yer stated that the agreement was made with a subject named Cha Lee who is friends with the owner. Yer was unable to give contact information for Cha Lee.

A total of 95 plants were found on the property.

Yer was advised of the Fresno County Ordinance which states there shall be no marijuana plants grown outdoors in the county of Fresno. Yer gave consent for the Sheriff's NET team to eradicate the plants on the property. Yer was given an ordinance citation for the plants found growing on the property. The property owner was sent a citation via certified mail. Copies of the citations will be forwarded to the county board of supervisors.

## Exhibit F

# Fresno County Sheriff Incident Report

Case Report No. 140013098.1

Report Subject: NARC - NARCOTICS  
VIOLATIONS

Report Date: 09/04/2014 00:00:00

Report Status: A - Approved

Fresno County Sheriff

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## Case Details:

Code	INCREP	Description	Incident Report (See Subject)
Special Flags			
Reporting Officer	Assignment	Date Entered	Entered By
A213 - Ceron, Michelle	A32 - FSO COMMUNICATIONS	09/04/2014 13:33:56	A213 - Ceron, Michelle
Occurred On	Gang Involved	Date Verified	Verified By
08/14/2014 10:03:00 (and Between)	UN - Unk	09/04/2014 16:49:56	7238 - HANSON, PATRICK
Area	Address of Incident	CSZ	Location of Incident
	627 N Brawley	Fresno, CA 93706	
DUI Processing Agency	Beat	Zone	Crime Pattern No
		2647 - 2647	
Means	DUI Processing Officer	DUI Agency Case Number	
Other Means		Motive	
Disposition	Clearance Reason	Date of Clearance	Connecting Cases
5 - Inactive			

## Offense Detail: INCREP - Incident Report (See Subject)

Code	INCREP	Description	Incident Report (See Subject)
Offense Level	Completed	Crime Against	Hate/Bias
No. Prem. Entered	Y - Yes	Offensive Act	88 - None (No Bias)
Anti-Reproductive-Rights	Entry Method	Location Type	Force Level
Using	Domestic Violence	10 - Field/Woods	Criminal Activity
	N - No	Tools Used	Type Security
	Weapons		

## Other Entity O1: Yang, Yer

Name	Alert(s)		
Yang, Yer			
Entity Type			
IV - Interviewed			
AKA(s)			
Address	CSZ	County	Country
627 N Brawley	Fresno, CA 93706	Fresno	
Mailing Address	Mailing CSZ		
627 N Brawley	Fresno, CA 93706		
Employment Type	Occupation/Grade	Employer/School	
Resident of Jurisdiction	Employer/School Phone	Employer/School Address	CSZ
DOB	Age	Race	Sex
	51		M - Male
Hair Color	Hair Length	Hair Style	Facial Hair
Teeth	Clothing	POB	Primary Language
			EN - English

Date Entered: 09/04/2014 13:33:56  
Entered By: A213 - Ceron, Michelle

Date Verified: 09/04/2014 16:49:56  
Verified By: 7238 - HANSON, PATRICK

Printed For: 0  
Printed: October 6, 2014 - 16:24:29

# Fresno County Sheriff Incident Report

Case Report No. 140013098.1

Report Subject: NARC - NARCOTICS  
VIOLATIONS

Report Date: 09/04/2014 00:00:00

Report Status: A - Approved

Fresno County Sheriff

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## Scars/Marks/Tattoos

Location	Description	Photo
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## Gang Criteria

Gang Related

Criteria

## Contact Information

Type	Phone/Email/Other
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## Identification

Gang ID	MNI
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Type	Number	Primary ID	State	Country	Class	Expiration	Notes
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ID - State ID

## Relationships

To Whom	How
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## Parole/Probation Contacts

Agency	Agent Name	Agent Phone
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## Other Entity O2: Lee, Kong Meng

Name	Alert(s)
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Lee, Kong Meng

Entity Type

IP - Involved Party

AKA(s)

Address	CSZ	County	Country
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7233 Berry Crk Eastvale, CA 92880

Fresno

Mailing Address Mailing CSZ

7233 Berry Crk Eastvale, CA 92880

Employment Type Occupation/Grade Employer/School

Resident of Jurisdiction	Employer/School Phone	Employer/School Address	CSZ
--------------------------	-----------------------	-------------------------	-----

DOB	Age	Race	Sex	Height	Weight	Ethnicity
-----	-----	------	-----	--------	--------	-----------

M - Male

Hair Color	Hair Length	Hair Style	Facial Hair	Eye Color	Complexion	Build
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Teeth	Clothing	POB	Primary Language
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## Scars/Marks/Tattoos

Location	Description	Photo
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## Gang Criteria

Gang Related

Criteria

## Contact Information

Type	Phone/Email/Other
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Date Entered: 09/04/2014 13:33:56  
Entered By: A213 - Ceron, Michelle

Date Verified: 09/04/2014 16:49:56  
Verified By: 7238 - HANSON,  
PATRICK

Printed For: 0  
Printed: October 6, 2014 - 16:24:29

# Fresno County Sheriff Incident Report

Case Report No. 140013098.1

Report Subject: NARC - NARCOTICS  
VIOLATIONS

Report Date: 09/04/2014 00:00:00

Report Status: A - Approved

Fresno County Sheriff

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## Identification

Gang ID

MNI

Type	Number	Primary ID	State	Country	Class	Expiration	Notes
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## Relationships

To Whom How

## Parole/Probation Contacts

Agency

Agent Name

Agent Phone

# Fresno County Sheriff Incident Report

Case Report No. 140013098.1

Report Subject: NARC - NARCOTICS

VIOLATIONS

Report Date: 09/04/2014 00:00:00

Report Status: A - Approved

Fresno County Sheriff

4

Page 4 of 4

## Narrative

### Source:

On 08/14/2014, at about 1003 hours members of Fresno Sheriff's NET team contacted the resident at 627 N Brawley Fresno Ca. regarding an outdoor marijuana grow.

### Victim statements:

None.

### Witness statements:

None.

### Investigation:

Upon our arrival team members were wearing identifiable SHERIFF uniforms. We exited our marked patrol vehicles at the location listed. A male, later identified as Yer Yang, exited the residence after team members knocked on the front door. We advised Yer that we were there to speak to him about the marijuana grow on this property. Yer was cooperative and allowed members of the team to access the grow that was located at the side and rear of the property. Yer admitted to growing 20 marijuana plants for his personal use. He also stated that he has a verbal agreement to pay \$672.00 for rent and part of the agreement is that he would tend to the 75 plants on the property. Yer stated that the agreement was made with a subject named Cha Lee who is friends with the owner. Yer was unable to give contact information for Cha Lee.

A total of 95 plants were found on the property.

Yer was advised of the Fresno County Ordinance which states there shall be no marijuana plants grown outdoors in the county of Fresno. Yer gave consent for the Sheriff's NET team to eradicate the plants on the property. Yer was given an ordinance citation for the plants found growing on the property. The property owner was sent a citation via certified mail. Copies of the citations will be forwarded to the county board of supervisors.

### Evidence:

Photographs at the scene.

### Additional information:

None.

## Exhibit G



# County of Fresno

## BOARD OF SUPERVISORS

Chairman	Vice Chairman				
Andreas Borgeas	Judith Case McNairy	Phil Larson	Henry Perea	Deborah A. Poochigian	Bernice E. Seidel
District Two	District Four	District One	District Three	District Five	Clerk

### Notice of Hearing before the Board of Supervisors of the County of Fresno, Appeal of Administrative Citation

Kong Meng Lee  
7233 Berry Creek  
Eastvale CA 92880

Mr. Lee:

Notice is hereby given that the Board of Supervisors of the County of Fresno has set a public hearing for **Monday, the 20th day of October 2014, at the hour of 9:00 a.m.**, in the Board Room of said Board of Supervisors, Room 301, Hall of Records, 2281 Tulare Street, in the City of Fresno, to consider the following matters:

**Consider and take action on appeals of administrative citations in the amount of \$95,000, filed by Yer Yang and Kong Meng Lee, pertaining to the property located at 627 N. Brawley Avenue for violations of Fresno County Ordinance Code section 10.60.060 of Title 10, Medical Marijuana Cultivation Regulations.**

This hearing is being conducted pursuant to the request for hearing you filed with the County of Fresno on August 27, 2014. This hearing is your opportunity to appear and show cause as to why the administrative fine should not be imposed on you.

The Agenda and Agenda Item for this hearing will be on the County of Fresno's website at <http://www.co.fresno.ca.us/DepartmentPage.aspx?id=18369> by Monday, October 13, 2014, 6:00 p.m.

DATED: Oct 3, 2014

BERNICE E. SEIDEL  
Clerk, Board of Supervisors

By Karen Sanicak, Deputy



## English

You have requested a hearing to contest an administrative citation you received for cultivating marijuana in violation of the Fresno County Ordinance Code. The hearing will be conducted in English. It is your responsibility to bring an interpreter if you feel you need the assistance of an interpreter to understand what is being said at the hearing, or for others to understand what you are saying. The County will not provide interpretation assistance.

## Spanish

Usted ha solicitado una audiencia para impugnar un citatorio administrativo que recibió por cultivar marihuana en violación al Código de Ordenanzas del Condado de Fresno. La audiencia se llevará a cabo en inglés. Usted tiene la responsabilidad de llevar a un intérprete si le parece que va a necesitar la ayuda de un intérprete para entender lo que se estará diciendo durante la audiencia, o para que otras personas entiendan lo que usted estará diciendo. El Condado no proporcionará la asistencia de un intérprete.

## Hmong

Koj tau thov tuaj sib hais (hearing) vim tsis txaus siab txog qhov koj tau txais ib daim ntawv raug nplua (administrative citation) txog qhov cog xas (cultivating marijuana) txhaum Fresno County Txoj Cai (Fresno County Ordinance Code). Qhov kev sib hais yuav hais ua lus Amerikas. Koj yuav tau coj ib tug neeg tuaj txhais lus rau koj yog koj xav tias muaj tus txhais lus yuav ua rau koj to taub cov lus sib hais losyog ua rau lwm tus neeg to taub koj cov lus hais. County tsis muaj kev pab txhais lus rau koj.

## Cambodian

អ្នកបានស្នើសុំសវនាការមួយ ដើម្បីជំទាស់តវ៉ាដីការបង្គាប់ឱ្យចូលខ្លួនតាមច្បាប់រដ្ឋបាល ដែលអ្នកបានទទួលចំពោះការធ្វើអាជីវកម្មកញ្ឆា

ដែលរំលោភបំពានលើក្រមបញ្ញត្តិនៅខោនធីអ្រូសណូ (Fresno County Ordinance Code)។ សវនាការនេះ

នឹងប្រព្រឹត្តទៅដោយប្រើភាសាអង់គ្លេស។ ហើយនេះ ជាការទទួលខុសត្រូវរបស់អ្នក ដើម្បីនាំយកអ្នកបកប្រែភាសា បើអ្នកមានអារម្មណ៍ថាអ្នកត្រូវការជំនួយពីអ្នកបកប្រែភាសា

ដើម្បីយល់ដឹងអំពីអ្វីៗដែលនិយាយនៅសវនាការ ឬអ្នកផ្សេងទៀតដែលយល់អំពីអ្វីៗដែលអ្នកនិយាយ។ ខោនធី County

នឹងមិនផ្តល់ជំនួយអ្នកបកប្រែភាសាឡើយ។

## Vietnamese

Bạn được yêu cầu đến dự phiên tòa tranh luận về một phán quyết hành chính bạn đã nhận được về hành vi trồng cần sa vi phạm Luật pháp Hạt Fresno. Phiên toàn sẽ sử dụng tiếng Anh. Bạn phải có trách nhiệm đi cùng một phiên dịch viên nếu bạn cảm thấy rằng bạn cần sự hỗ trợ của một phiên dịch viên để có thể hiểu mọi điều được đề cập đến trong phiên tòa, hoặc để những người khác hiểu mọi điều bạn đang nói. Hạt Fresno sẽ không hỗ trợ phiên dịch.

## Laotian

ທ່ານໄດ້ຂໍໃຫ້ມີການພິຈາລະນາສືບສວນເພື່ອແກ້ຕ່າງໝາຍເກາະຕົວທາງດ້ານບໍລິຫານ ທີ່ທ່ານໄດ້ຮັບຕໍ່ກັບ ການປູກກັນຊາໃນການລະເມີດກົດລະບຽບຄໍາສັ່ງຂອງຄາວຕີເຟຣັສໂນ (Fresno County Ordinance Code). ການພິຈາລະນາສືບສວນຈະດໍາເນີນການໂດຍໃຊ້ພາສາອັງກິດ. ມັນເປັນຄວາມຮັບຜິດຊອບຂອງ ທ່ານທີ່ຈະຕ້ອງໄດ້ເອົາລາມແປພາສາມານໍາ ຖ້າທ່ານຮູ້ສຶກວ່າ ທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອຂອງລາມ ແປພາສາ ເພື່ອໃຫ້ເຂົ້າໃຈສິ່ງທີ່ເວົ້າຢູ່ໃນການພິຈາລະນາສືບສວນ, ຫຼືໃຫ້ຜູ້ອື່ນເຂົ້າໃຈໃນສິ່ງທີ່ທ່ານເວົ້າ. ທາງຄາວຕີຈະບໍ່ມີການຈັດການຊ່ວຍເຫຼືອເລື່ອງການແປພາສາໃຫ້.



County of Fresno  
BOARD OF SUPERVISORS

Chairman	Vice Chairman				
Andreas Borgeas	Judith Case	Phil Larson	Henry Perea	Deborah A. Poochigian	Bernice E. Seidel
District Two	McNairy	District One	District Three	District Five	Clerk

**Notice of Hearing before the Board of Supervisors of the County of Fresno,  
Appeal of Administrative Citation**

Mr. Kong Meng Lee  
7233 Berry Creek  
Eastvale, CA 92880

Mr. Lee:

Notice is hereby given that the Board of Supervisors of the County of Fresno has set a public hearing for **Tuesday, the 17th day of March 2015, at the hour of 9:00 a.m.**, in the Board Room of said Board of Supervisors, Room 301, Hall of Records, 2281 Tulare Street, in the City of Fresno, to consider the following matters:

**Consider and take action on appeal of administrative citation in the amount of \$95,000 filed by Kong Meng Lee, pertaining to the property located at 627 N. Brawley Avenue for violations of Fresno County Ordinance Code section 10.60.060 of Title 10, Medical Marijuana Cultivation Regulations.**

This hearing is being conducted pursuant to the request for hearing you filed with the County of Fresno on August 27, 2014. This hearing is your opportunity to appear and show cause as to why the administrative fine should not be imposed on you.

The Agenda and Agenda Item for this hearing will be on the County of Fresno's website at <http://www.co.fresno.ca.us/DepartmentPage.aspx?id=18369> by Wednesday, March 11, 2015, 6:00 p.m.

DATED: March 4, 2015

BERNICE E. SEIDEL  
Clerk, Board of Supervisors

By *[Signature]*, Deputy

### English

You have requested a hearing to contest an administrative citation you received for cultivating marijuana in violation of the Fresno County Ordinance Code. The hearing will be conducted in English. It is your responsibility to bring an interpreter if you feel you need the assistance of an interpreter to understand what is being said at the hearing, or for others to understand what you are saying. The County will not provide interpretation assistance.

### Spanish

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### Hmong

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### Cambodian

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ដែលរំលោភបំពានលើក្រមបញ្ញត្តិទៅនឹងកូដធាន (Fresno County Ordinance Code)។ សវនាការនេះ

នឹងប្រព្រឹត្តទៅដោយប្រតិភាសអង្គការ។ ហើយនេះ ជាការទទួលខុសត្រូវរបស់អ្នក ដើម្បីនាំយកអ្នកបកប្រែភាសា បើអ្នកមានអារម្មណ៍ថាអ្នកត្រូវការជំនួយពីអ្នកបកប្រែភាសា

ដើម្បីយល់ដឹងអំពីអ្វីៗដែលនិយាយនៅឯសវនាការ ឬអ្នកផ្សេងទៀតដែលយល់អំពីអ្វីៗដែលអ្នកនិយាយ។ ទៅ County

នឹងមិនផ្តល់ជំនួយអ្នកបកប្រែភាសាឡើយ។

### Vietnamese

Bạn được yêu cầu đến dự phiên tòa tranh luận về một phán quyết hành chính bạn đã nhận được về hành vi trồng cần sa vi phạm Luật pháp Hạt Fresno. Phiên toàn sẽ sử dụng tiếng Anh. Bạn phải có trách nhiệm đi cùng một phiên dịch viên nếu bạn cảm thấy rằng bạn cần sự hỗ trợ của một phiên dịch viên để có thể hiểu mọi điều được đề cập đến trong phiên tòa, hoặc để những người khác hiểu mọi điều bạn đang nói. Hạt Fresno sẽ không hỗ trợ phiên dịch.

### Laotian

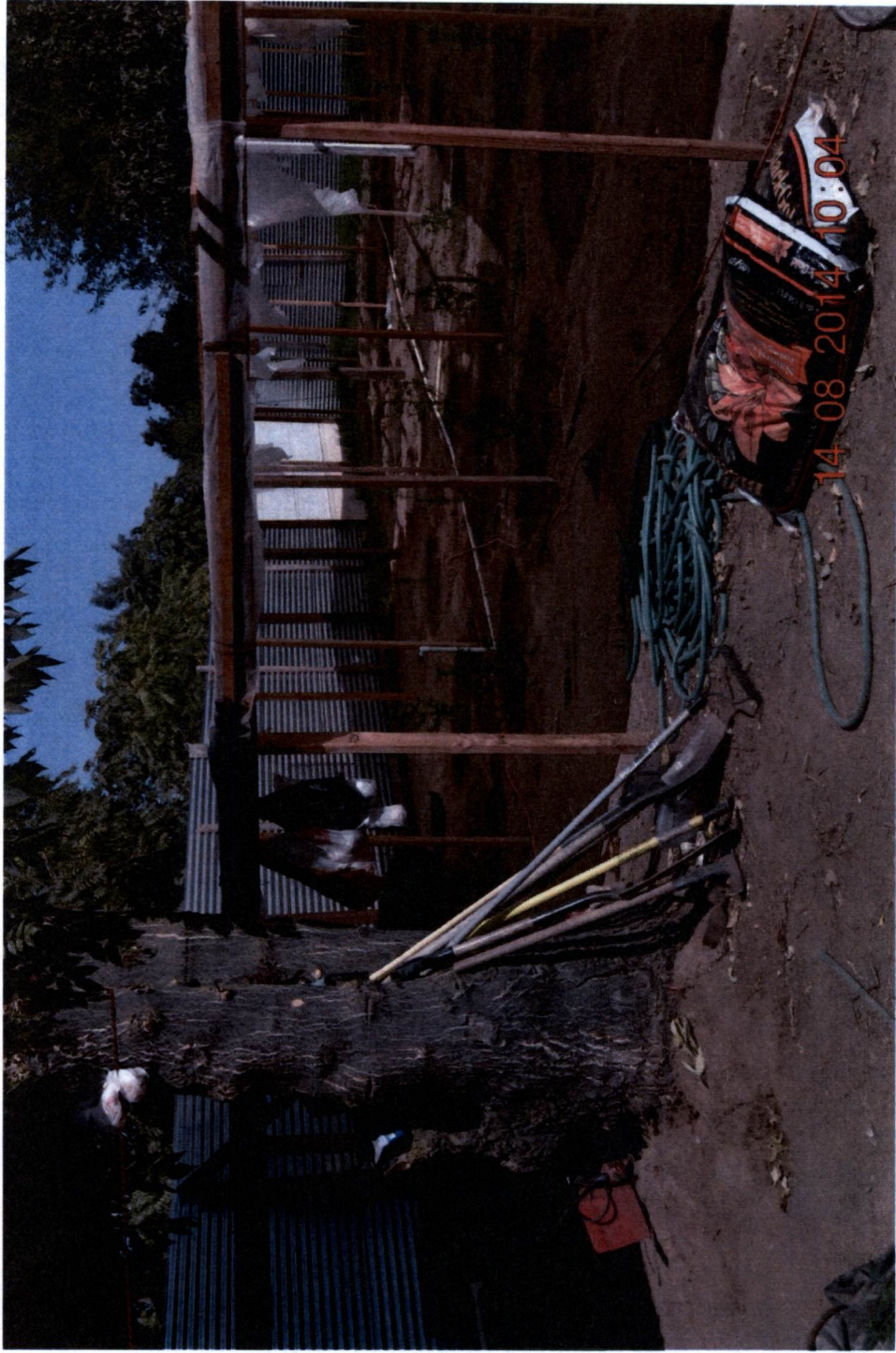
ທ່ານໄດ້ຂໍໃຫ້ມີການພິຈາລະນາສືບສວນເພື່ອແກ້ຕ່າງໝາຍເກາະຕົວທາງດ້ານບໍລິຫານ ທີ່ທ່ານໄດ້ຮັບຕໍ່ກັບ ການປູກກັນຊາໃນການລະເມີດກົດລະບຽບຄໍາສັ່ງຂອງຄາວຕີເຟຣັສໂນ (Fresno County Ordinance Code). ການພິຈາລະນາສືບສວນຈະດໍາເນີນການໂດຍໃຊ້ພາສາອັງກິດ. ມັນເປັນຄວາມຮັບຜິດຊອບຂອງ ທ່ານທີ່ຈະຕ້ອງໄດ້ເອົາລາມແປພາສາມານໍາ ຖ້າທ່ານຮູ້ສຶກວ່າ ທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອຂອງລາມ ແປພາສາ ເພື່ອໃຫ້ເຂົ້າໃຈສິ່ງທີ່ເວົ້າຢູ່ໃນການພິຈາລະນາສືບສວນ, ຫຼືໃຫ້ຜູ້ອື່ນເຂົ້າໃຈໃນສິ່ງທີ່ທ່ານເວົ້າ. ທາງຄາວຕີເຟຣັສບໍ່ມີການຈັດການຊ່ວຍເຫຼືອເລື່ອງການແປພາສາໃຫ້.

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## Exhibit H







# Exhibit I

Item# 7  
10-20-14

To: Chang Doua Yang

627 N. Brawley

Fresno, CA 93722

Dear Mr. Yang,

I have received a notice from Fresno County informing me that you have violated Fresno County ordinance code 10.64.04 on 627 N. Brawley Fresno, CA 93722 property. According to the citation there is a fine/penalty owed to the county of FRESNO for \$95,000.00 that has to be paid by September 15, 2014.

You must pay the amount or resolve this issue with the County of Fresno before the Sept 15, 2014 due date. You also still owe me money for Fire and Hazard insurance for \$683.00 and County property TAX for \$1210.50. If you do not resolve these issues, You will be force to surrender the property and be evicted from the property. Attach is a copy of the Citation from the County of Fresno.

You have 3 days to respond to the matter upon receive this letter.

Kong Meng Lee.

7233 Berry Creek St.

Eastvale, CA

323-595-7498

A handwritten signature in black ink, appearing to read 'Kong Meng Lee', with a large 'X' over the first part of the name.



# Exhibit J

627 N. BRANLEY

Property Address: FRESNO, CA 93706

Date: December 28, 2012

**6. CLOSING AND POSSESSION:**

- A. Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.  
B. Seller-occupied or vacant property: Possession shall be delivered to Buyer at 5 PM or ( ☐ AM ☐ PM ) on the date of Close Of Escrow; ☐ on \_\_\_\_\_; or ☐ no later than \_\_\_\_\_ Days After Close Of Escrow. If transfer of title and possession do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (ii) consult with their insurance and legal advisors.

**C. Tenant-occupied property:**

- (i) Property shall be vacant at least 5 (or ☐ \_\_\_\_\_) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.

OR (ii) (if checked) ☐ Tenant to remain in possession. (C.A.R. Form PAA, paragraph 3)

- D. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale, and (ii) Seller shall Deliver to Buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.  
E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

**8. STATUTORY DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**

- A. (i) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer, if required by Law, (i) Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice of actual knowledge of release of illegal controlled substances, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordinance location (C.A.R. Form SPQ or SSD).

(2) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory and Lead Disclosures to Seller.

(3) In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.

(4) If any disclosure or notice specified in 8A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.

(5) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.

- B. **NATURAL AND ENVIRONMENTAL HAZARDS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law. (C.A.R. Form AS or QS).

- D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.48 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

**7. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

- A. **SELLER HAS:** 7 (or ☐ \_\_\_\_\_) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or SSD).

- B. If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ☐ \_\_\_\_\_) Days After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3).

**9. ITEMS INCLUDED IN AND EXCLUDED FROM PURCHASE PRICE:**

- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 9B or C.

**B. ITEMS INCLUDED IN SALE:**

(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features, water purifiers, security systems/alarms; (If checked ☐ stove(s), ☐ refrigerator(s); and

(3) The following additional items: \_\_\_\_\_

(4) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.

(5) All items included shall be transferred free of liens and without Seller warranty.

- C. **ITEMS EXCLUDED FROM SALE:** Unless otherwise specified, audio and video components (such as flat screen TVs and speakers) are excluded if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component is attached to the Property; and



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9. **CONDITION OF PROPERTY:** Unless otherwise agreed: (i) the Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.
- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to inspect the Property and, as specified in paragraph 14B, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code; in compliance with current law, or have had permits issued.
10. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement; and (ii) give Seller, at no cost, complete Copies of all investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. Buyer indemnify and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close of Escrow.
11. **SELLER DISCLOSURES: ADDENDA; ADVISORIES; OTHER TERMS:**
- A. **Seller Disclosures (if checked):** Seller shall, within the time specified in paragraph 14A, complete and provide Buyer with a:
- |  |    |  |
|--|----|--|
| <input type="checkbox"/> Seller Property Questionnaire (C.A.R. Form SPQ) | OR | <input type="checkbox"/> Supplemental Contractual and Statutory Disclosure (C.A.R. Form S80) |
|--|----|--|
- B. **Addenda (if checked):**
- |  |   |
|--|---|
| <input type="checkbox"/> Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA) | <input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)                             |
| <input type="checkbox"/> Purchase Agreement Addendum (C.A.R. Form PAA)                                     | <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPM) |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)   | <input type="checkbox"/> Other _____  |
- C. **Advisories (if checked):**
- |   |   |
|---|---|
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PAW) | <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA)    | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBA)    |
|   | <input type="checkbox"/> REO Advisory (C.A.R. Form REO)                           |
- D. **Other Terms:** Property To Be Sold As Is.
12. **TITLE AND VESTING:**
- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index. Seller shall within 7 Days After Acceptance give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of this preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, survey requirements, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.
13. **SALE OF BUYER'S PROPERTY:**
- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. ☐ (if checked): The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.

Buyer's Initials ( CF ) ( \_\_\_\_\_ )

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Seller's Initials ( WJ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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Date: December 28, 2012

**14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CO).

A. **SELLER HAS:** 7 (or ☐ \_\_\_\_\_) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 4, 6A, B and C, 7A, 8A, 11A and B, and 12. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the same within the time specified.

B. (1) **BUYER HAS:** 17 (or ☐ \_\_\_\_\_) Days After Acceptance, unless otherwise agreed in writing, to:

(i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller, and approve all other matters affecting the Property; and

(ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures Delivered by Seller in accordance with paragraph 8A.

(2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.

(3) Within the time specified in 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CO) of this Agreement based upon a contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 14A, then Buyer has 6 (or ☐ \_\_\_\_\_) Days After Delivery of any such items, or the time specified in 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) **Continuation of Contingency:** Even after the end of the time specified in 14B(1) and before Seller cancels this Agreement, if at all, pursuant to 14C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 14C(1).

C. **SELLER RIGHT TO CANCEL:**

(1) **Seller Right to Cancel; Buyer Contingencies:** If, within time specified in this Agreement, Buyer does not, in writing, Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NSP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.

(2) **Seller Right to Cancel; Buyer Contract Obligations:** Seller, after first Delivering to Buyer a NSP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to Deliver a notice of FHA or VA costs or terms as required by 3C(3) (C.A.R. Form FVA); (iv) if Buyer fails to Deliver a letter as required by 3H; (v) if Buyer fails to Deliver verification as required by 3G or 3J; (vi) if Seller reasonably disapproves of the verification provided by 3G or 3J; (vii) if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 6A(2); or (viii) if Buyer fails to sign or initial a separate liquidated damage form for an increased deposit as required by paragraphs 3B and 26. In such event, Seller shall authorize return of Buyer's deposit.

(3) **Notice To Buyer To Perform:** The NSP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or ☐ \_\_\_\_\_) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 14C(2).

D. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for repairs or corrections or for inability to obtain financing.

E. **CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first give the other a demand to close escrow (C.A.R. Form DCE).

F. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual signed release instructions from Buyer and Seller. Judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1087.3).

16. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.

16. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or \_\_\_\_\_) Days Prior to Close Of Escrow. NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 9; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

Buyer's Initials ( CF ) ( \_\_\_\_\_ )

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Seller's Initials ( dyf ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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18. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
19. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
20. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination laws.
21. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 25A.
22. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
  - B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
  - C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
  - D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
  - E. "Days" means calendar days. However, After Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
  - F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
  - G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
  - H. "Deliver", "Delivered" or "Delivery", regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8; OR (ii) if checked, ☐ per the attached addendum (C.A.R. Form RDN).
  - I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other party.
  - J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
  - K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
23. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
24. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6C, 11B and D, 12, 13B, 14F, 17, 22, 23, 24, 28, 30, and paragraph D of the section titled Real Estate Brokers on page 8. If a Copy of the separate compensation agreement(s) provided for in paragraph 23, or paragraph D of the section titled Real Estate Brokers on page 8 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above, in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
  - B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or ☐ ). Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
  - C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraphs 23 and paragraph D of the section titled Real Estate Brokers on page 8. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraphs 23, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.
  - D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

Buyer's Initials ( W ) (            )

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Seller's Initials ( W ) (            )Reviewed by            Date           

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Date: December 28, 2012

25. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF THE INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT. (C.A.R. FORM RID).

Buyer's Initials CS

Seller's Initials KW

26. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 26C.

B. **ARBITRATION OF DISPUTES:**

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.06. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.

"NOTICE: BY INITIALIZING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALIZING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials CS

Seller's Initials KW

C. **ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

(1) **EXCLUSIONS:** The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.

(2) **BROKERS:** Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

27. **TERMS AND CONDITIONS OF OFFER:**

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial such paragraph(s), a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

28. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing signed by Buyer and Seller.

Buyer's Initials ( CS ) ( \_\_\_\_\_ )

Seller's Initials ( KW ) ( \_\_\_\_\_ )

FORM RPA-CA 410 (PAGE 7 OF 8)  
RPA-CA REVISED 4/10 (PAGE 7 OF 8)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



627 N. BRAWLEY  
Property Address: FRESNO, CA 93706

Date: December 28, 2012

29. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by \_\_\_\_\_, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked, ☐ AM ☐ PM, on \_\_\_\_\_ (date)).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Date 12/28/2012

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

BUYER

BUYER

CHANG DOCK YANG  
(Print name)

(Print name)

(Address)

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

30. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED: \_\_\_\_\_

Date 12/28/2012

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

SELLER

SELLER

(Print name)

(Print name)

KONG HONG LEE  
(Address)

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(Initials) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_ ☐ AM ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement. It is solely intended to evidence the date that Confirmation of Acceptance has occurred.

#### REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept out of Listing Broker's proceeds in escrow: (I) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (II) ☐ (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm)

DRE Lic. # \_\_\_\_\_

DRE Lic. # \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

E-mail \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Real Estate Broker (Listing Firm)

DRE Lic. # \_\_\_\_\_

DRE Lic. # \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

E-mail \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

#### ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ \_\_\_\_\_), counter offer numbered \_\_\_\_\_, ☐ Seller's Statement of Information and ☐ Other \_\_\_\_\_

and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions if any.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder

Escrow # \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder is licensed by the California Department of ☐ Corporations, ☐ Insurance, ☐ Real Estate. License # \_\_\_\_\_

PRESENTATION OF OFFER: ( \_\_\_\_\_ ) Listing Broker presented this offer to Seller on \_\_\_\_\_ (date).  
Broker or Designee Initials \_\_\_\_\_

REJECTION OF OFFER: ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_ (date).  
Seller's Initials \_\_\_\_\_

# Exhibit K





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA-A, Revised 10/02)

Property Address: 627 N. BRAWLEY, FRESNO, CA 93706

(Property)

**A. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

**B. BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

**C. SELLER RIGHTS AND DUTIES:** Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

**D. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. In sales involving residential dwellings with no more than four units, Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defects or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

**E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:**

- 1. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pools/spa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)
- 2. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other nature or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are best suited to determine square footage, dimensions and boundaries of the Property.)
- 3. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is best suited to perform these inspections.
- 4. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)

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BIA-A REVISED 10/02 (PAGE 1 OF 2)

Buyer's Initials (            ) (            )

Seller's Initials (            ) (            )

Reviewed by            Date           



## BUYER'S INSPECTION ADVISORY (BIA-A PAGE 1 OF 2)

Agent: Peng Moua

Phone: 559-704-9802

Fax: 559-272-8032

Prepared using zipForm® software

Broker: Valley Wide Homes EART H. Madhoo 614 EDEMO CA 93710

Property Address: 627 N. BRADLEY, FRESNO, CA 93706

Date: December 28, 2012

5. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are best suited to determine these conditions.)
6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are best suited to determine these conditions.)
7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components.
9. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants). (For more information on these items, you may consult an appropriate professional or read the booklet, "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "Protect Your Family From Lead in Your Home" or both.)
10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is best suited to provide information on these conditions.)
11. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies. (An insurance agent is best suited to provide information on these conditions.)
12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements. (Government agencies can provide information about these restrictions and other requirements.)
14. **SECURITY AND SAFETY:** State and local law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless Internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable or by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a copy of this Advisory. Buyer is encouraged to read it carefully.

Buyer Signature

12/28/2012

Date

Buyer Signature

Date

Seller Signature

Dec 28 / 2012

Date

Seller Signature

Date

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.  
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325 North Vine Avenue, Los Angeles, California 90013

Prepared by \_\_\_\_\_ Date \_\_\_\_\_





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

ADDENDUM  
(C.A.R. Form ADM, Revised 4/12)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: ☒ Residential Purchase Agreement, ☐ Manufactured Home Purchase Agreement, ☐ Business Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Vacant Land Purchase Agreement, ☐ Residential Income Property Purchase Agreement, ☐ Commercial Property Purchase Agreement, ☐ Other \_\_\_\_\_

dated December 28, 2012, on property known as 627 N. BRAWLEY

In which CHIANG DOUA YANG is referred to as "Buyer/Tenant"  
and KONG MENG LEE is referred to as "Seller/Landlord".

1. BUYER TO PAY 8.5% INTEREST MONTHLY PAYMENT ON THE LOAN AMOUNT (\$7,500). THE PAYMENT TO BE \$672.80 INTEREST ONLY. CHECK OR OTHER FORM OF PAYMENT MUST BE MAILED TO 7233 BERRY CREEK STREET EASTVALE, CA 92880.00

2. THE LOAN AMOUNT YET DUE IN 3 YEARS STARTING FEBRUARY 1ST, 2013.

3. MONTHLY PAYMENT TO BE PAID BEFORE THE 5TH OF EVERY MONTH. AFTER THE FIFTH (5TH) THERE WILL BE A \$75 LATE FEE CHARGE. SUFFICIENT FUNDS FOR CHECK WILL COST BUYER \$30.00 IF BUYER HAS MORE THAN 90 DAYS LATE ON THE PAYMENT. SELLER WILL FORECLOSED AND PROCEED FORECLOSURE PROCEEDING. SELLER CAN ALSO SERVE BUYER WITH A 3 NOTICE TO PERFORM AND EVICT BUYER AS TENANT.

4. BUYER TO PAY ALL EXPENSES OCCURED INTO THE PROPERTY SUCH AS PG&E, OTHER UTILITIES. BUYER TO PROVIDE PROOF OF INSURANCE TO SELLER BEFORE OCCUPY THE PROPERTY.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date December 28, 2012

Date December 28, 2012

Buyer/Tenant CHIANG DOUA YANG

Seller/Landlord KONG MENG LEE

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

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ADM REVISED 4/12 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Agent:  
Broker:

Phone:

Fax:

Prepared using zipForm® software

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## Exhibit L

Amortization table for \$87,500.00 borrowed on Dec 28, 2012

Feb. 2013	\$672.80	\$53.38	\$619.42	\$1,239.21	\$87,393.61
Mar. 2013	\$672.80	\$53.76	\$619.04	\$1,858.25	\$87,339.85
April 2013	\$672.80	\$54.14	\$618.66	\$2,476.90	\$87,285.71
May 2013	\$672.80	\$54.53	\$618.27	\$3,095.18	\$87,231.18
June 2013	\$672.80	\$54.91	\$617.89	\$3,713.06	\$87,176.27
July 2013	\$672.80	\$55.30	\$617.50	\$4,330.56	\$87,120.97
Aug. 2013	\$672.80	\$55.69	\$617.11	\$4,947.67	\$87,065.28
Sept. 2013	\$672.80	\$56.09	\$616.71	\$5,564.38	\$87,009.19
Oct. 2013	\$672.80	\$56.48	\$616.32	\$6,180.70	\$86,952.70
Nov. 2013	\$672.80	\$56.88	\$615.91	\$6,796.61	\$86,895.82
Dec. 2013	\$672.80	\$57.29	\$615.51	\$7,412.12	\$86,838.53
Jan. 2014	\$672.80	\$57.69	\$615.11	\$8,027.23	\$86,780.84
Feb. 2014	\$672.80	\$58.10	\$614.70	\$8,641.93	\$86,722.74
Mar. 2014	\$672.80	\$58.51	\$614.29	\$9,256.21	\$86,664.22
April 2014	\$672.80	\$58.93	\$613.87	\$9,870.09	\$86,605.30
May 2014	\$672.80	\$59.35	\$613.45	\$10,483.54	\$86,545.95
June 2014	\$672.80	\$59.77	\$613.03	\$11,096.57	\$86,486.19
July 2014	\$672.80	\$60.19	\$612.61	\$11,709.18	\$86,426.00
Aug. 2014	\$672.80	\$60.62	\$612.18	\$12,321.37	\$86,365.38

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**PROOF OF SERVICE**

I, Lisa Craft, declare as follows:

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed at the Clerk to the Board of Supervisors' Office, Hall of Records, Third Floor, 2281 Tulare Street, Fresno, CA 93721. On March 4, 2015, I served a copy of the within document

**Board Agenda Item packet for 3/17/15 special Board meeting to hear appeals of marijuana ordinance violations**

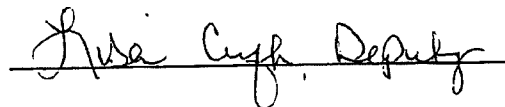
on the interested party(ies) in said action addressed as follows:

**Mr. Kong Meng Lee  
7233 Berry Creek  
Eastvale, CA 92880**

- ☒ by placing the document(s) listed above for mailing in the United States mail at Fresno, California, in accordance with my employer's ordinary practice for collection and processing of mail, and addressed as set forth above.
- ☐ by transmitting via facsimile the above listed document(s) to the fax number(s) set forth above on this date before 5:00 p.m. pacific standard time.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth above.
- ☐ by placing the document(s) listed above in a sealed envelope, and placing the same for overnight delivery by California Overnight at Fresno, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 4, 2015, at Fresno, California.

  
\_\_\_\_\_  
Lisa Craft, Deputy

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Mr. King Meng Lee  
7233 Berry Creek  
Eastvale CA ~~92580~~  
92880

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

x *[Signature]*

☐ Agent☐ Addressee

## B. Received by (Printed Name)

*King Lee*

## C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

## 3. Service Type

☒ Certified Mail®☐ Priority Mail Express™☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ Collect on Delivery

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## 2. Article Number

(Transfer from service label)

7013 2630 0002 2711 1260

# EXHIBIT 2

(Notice of Hearing Without Translation Notice Dated April 10, 2015)





# County of Fresno

## BOARD OF SUPERVISORS

Chairman

Deborah A. Poochigian

District Five

Vice-Chairman

Buddy Mendes

District Four

Brian Pacheco

District One

Andreas Borgeas

District Two

Henry Perea

District Three

Bernice E. Seidel

Clerk

### Notice of Hearing before the Board of Supervisors of the County of Fresno, Appeal of Administrative Citation

Mr. Kong Meng Lee  
7233 Berry Creek  
Eastvale, CA 92880

Mr. Lee:

Notice is hereby given that the Board of Supervisors of the County of Fresno has set a public hearing for **Tuesday, the 12th day of May 2015, at the hour of 9:00 a.m.** in the Board Room of said Board of Supervisors, Room 301, Hall of Records, 2281 Tulare Street, in the City of Fresno, to consider the following matters:

**Consider and take action on appeal of administrative citation in the amount of \$95,000 filed by Kong Meng Lee, pertaining to the property located at 627 N. Brawley Avenue for violations of Fresno County Ordinance Code section 10.60.060 of Title 10, Medical Marijuana Cultivation Regulations.**

This hearing is being conducted pursuant to the request for hearing you filed with the County of Fresno on August 27, 2014. This hearing is your opportunity to appear and show cause as to why the administrative fine should not be imposed on you.

The Agenda and Agenda Item for this hearing will be mailed to you at the address listed above and will be available on the County of Fresno's website at <http://www.co.fresno.ca.us/DepartmentPage.aspx?id=18369> by Thursday, May 7, 2015, 6:00 p.m.

DATED: April 10, 2015

BERNICE E. SEIDEL

Clerk, Board of Supervisors

By *Diana Cuyf*, Deputy

cc: Xai C. McDonald, Esq.

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**PROOF OF SERVICE**

I, Lisa Craft, declare as follows:

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed at the Clerk to the Board of Supervisors' Office, Hall of Records, Third Floor, 2281 Tulare Street, Fresno, CA 93721. On April 10, 2015, I served a copy of the within document.

**Notice of Hearing before the Board of Supervisors of the County of Fresno,  
Appeal of Administrative Citation.**

on the interested party(ies) in said action addressed as follows:

**Mr. Kong Meng Lee /**  
**7233 Berry Creek**  
**Eastvale, CA 92880**

**Ms. Xai C. McDonald, Esq.**  
**PO Box 475**  
**Mendon, MA 01756**

☒ by placing the document(s) listed above for mailing in the United States mail at Fresno, California, in accordance with my employer's ordinary practice for collection and processing of mail, and addressed as set forth above.

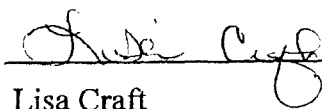
☐ by transmitting via facsimile the above listed document(s) to the fax number(s) set forth above on this date before 5:00 p.m. pacific standard time.

☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth above.

☐ by placing the document(s) listed above in a sealed envelope, and placing the same for overnight delivery by California Overnight at Fresno, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 10, 2015, at Fresno, California.

  
\_\_\_\_\_  
Lisa Craft

# EXHIBIT 3

(Letter to Appellant from Clerk to BOS dated April 13, 2015  
With Translation Notice)



# County of Fresno

## BOARD OF SUPERVISORS

Chairman

**Deborah A. Poochigian**

District Five

Vice-Chairman

**Buddy Mendes**

District Four

**Brian Pacheco**

District One

**Andreas Borgeas**

District Two

**Henry Perea**

District Three

**Bernice E. Seidel**

Clerk

April 13, 2015

Mr. Kong Meng Lee  
7233 Berry Creek  
Eastvale, CA 92880

RE: Hearing Before Board of Supervisors on May 12, 2015

Mr. Lee:

Enclosed please find information regarding the hearing you have requested before the Board of Supervisors, which is scheduled for Tuesday, the 12th day of May 2015, at the hour of 9:00 a.m., in the Board Room of said Board of Supervisors, Room 301, Hall of Records, 2281 Tulare Street, in the City of Fresno.

If you have any further questions, you may contact us at 559-600-3529, option 4.

Sincerely,

Bernice E. Seidel  
Clerk to the Board

## English

You have requested a hearing to contest an administrative citation you received for cultivating marijuana in violation of the Fresno County Ordinance Code. The hearing will be conducted in English. It is your responsibility to bring an interpreter if you feel you need the assistance of an interpreter to understand what is being said at the hearing, or for others to understand what you are saying. The County will not provide interpretation assistance.

## Spanish

Usted ha solicitado una audiencia para impugnar un citatorio administrativo que recibió por cultivar marihuana en violación al Código de Ordenanzas del Condado de Fresno. La audiencia se llevará a cabo en inglés. Usted tiene la responsabilidad de llevar a un intérprete si le parece que va a necesitar la ayuda de un intérprete para entender lo que se estará diciendo durante la audiencia, o para que otras personas entiendan lo que usted estará diciendo. El Condado no proporcionará la asistencia de un intérprete.

## Hmong

Koj tau thov tuaj sib hais (hearing) vim tsis txaus siab txog qhov koj tau txais ib daim ntawv raug nplua (administrative citation) txog qhov cog xas (cultivating marijuana) txhaum Fresno County Txoj Cai (Fresno County Ordinance Code). Qhov kev sib hais yuav hais ua lus Amerikas. Koj yuav tau coj ib tug neeg tuaj txhais lus rau koj yog koj xav tias muaj tus txhais lus yuav ua rau koj to taub cov lus sib hais losyog ua rau lwm tus neeg to taub koj cov lus hais. County tsis muaj kev pab txhais lus rau koj.

## Cambodian

អ្នកបានស្នើសុំសវនាការមួយ ដើម្បីជំទាស់ការដាក់បញ្ជូនកាតបបញ្ជូនដោយអង្គការ ដែលអ្នកបានទទួលចំពោះការធ្វើអាជីវកម្មកញ្ឆា

ដែលរំលោភបំពានច្បាប់ក្រុងផ្រេស្ទូ (Fresno County Ordinance Code)។ សវនាការនេះ

នឹងប្រព្រឹត្តទៅដោយប្រើភាសាអង់គ្លេស។ ហើយនេះ ជាការទទួលខុសត្រូវរបស់អ្នក ដើម្បីនាំយកអ្នកបកប្រែភាសា បើអ្នកមានអារម្មណ៍ថាអ្នកត្រូវការជំនួយពីអ្នកបកប្រែភាសា

ដើម្បីយល់ដឹងអំពីអ្វីៗដែលនិយាយនៅឯសវនាការ ឬអ្នកផ្សេងទៀតដែលយល់អំពីអ្វីៗដែលអ្នកនិយាយ។ ខេត្ត County

នឹងមិនផ្តល់ជំនួយអ្នកបកប្រែភាសាឡើយ។

## Vietnamese

Bạn được yêu cầu đến dự phiên tòa tranh luận về một phán quyết hành chính bạn đã nhận được về hành vi trồng cần sa vi phạm Luật pháp Hạt Fresno. Phiên toàn sẽ sử dụng tiếng Anh. Bạn phải có trách nhiệm đi cùng một phiên dịch viên nếu bạn cảm thấy rằng bạn cần sự hỗ trợ của một phiên dịch viên để có thể hiểu mọi điều được đề cập đến trong phiên tòa, hoặc để những người khác hiểu mọi điều bạn đang nói. Hạt Fresno sẽ không hỗ trợ phiên dịch.

## Laotian

ທ່ານໄດ້ຂໍໃຫ້ມີການພິຈາລະນາສືບສວນເພື່ອແກ້ຕ່າງໝາຍເກາະຕົວທາງດ້ານບໍລິຫານ ທີ່ທ່ານໄດ້ຮັບຕໍ່ກັບ ການປູກກັນຊາໃນການລະເມີດກົດລະບຽບຄໍາສັ່ງຂອງຄາວຕີເຟຣັສໂນ (Fresno County Ordinance Code). ການພິຈາລະນາສືບສວນຈະດໍາເນີນການໂດຍໃຊ້ພາສາອັງກິດ. ມັນເປັນຄວາມຮັບຜິດຊອບຂອງ ທ່ານທີ່ຈະຕ້ອງໄດ້ເອົາລໍາມະໄພພາສານຳນຳ ຖ້າທ່ານຮູ້ສຶກວ່າ ທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອຂອງລໍາມະ ໄພພາສາ ເພື່ອໃຫ້ເຂົ້າໃຈສິ່ງທີ່ເວົ້າຢູ່ໃນການພິຈາລະນາສືບສວນ, ຫຼືໃຫ້ຜູ້ອື່ນເຂົ້າໃຈໃນສິ່ງທີ່ທ່ານເວົ້າ. ທາງຄາວຕີຈະບໍ່ມີການຈັດການຊ່ວຍເຫຼືອເລື່ອງການແປພາສາໃຫ້.

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**PROOF OF SERVICE**

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I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed at the Clerk to the Board of Supervisors' Office, Hall of Records, Third Floor, 2281 Tulare Street, Fresno, CA 93721. On April 13, 2015, I served a copy of the within document.

**Letter Regarding Hearing Before Board of Supervisors on May 12, 2015**

on the interested party(ies) in said action addressed as follows:

**Mr. Kong Meng Lee**  
**7233 Berry Creek**  
**Eastvale, CA 92880**

**Ms. Xai C. McDonald, Esq.**  
**PO Box 475**  
**Mendon, MA 01756**

☒ by placing the document(s) listed above for mailing in the United States mail at Fresno, California, in accordance with my employer's ordinary practice for collection and processing of mail, and addressed as set forth above.

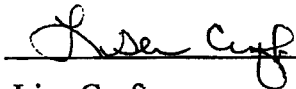
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☐ by placing the document(s) listed above in a sealed envelope, and placing the same for overnight delivery by California Overnight at Fresno, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 13, 2015, at Fresno, California.

  
\_\_\_\_\_  
Lisa Craft

# EXHIBIT 4

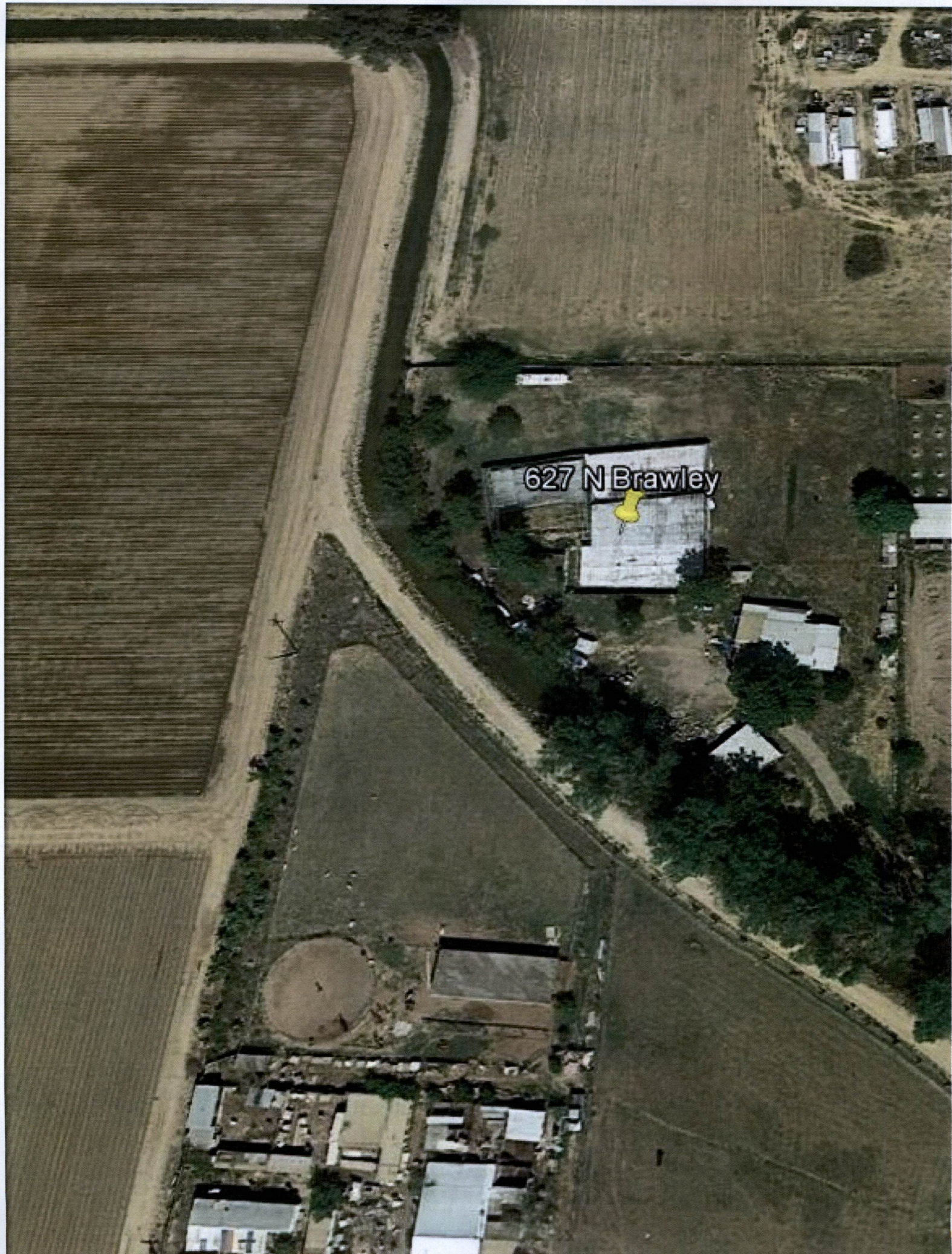




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Google earth









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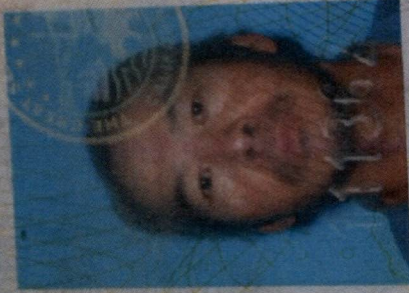






# CALIFORNIA DRIVER LICENSE

DL F3343728



CLASS C  
END NONE

EXP 11/13/2015

LN YANG

FN YER

4538 E HAMILTON AVE APT 208  
FRESNO, CA 93702

DOB 11/13/1962

RSTR NONE

11131962

SEX M HAIR BLK EYES BRN  
HGT 5'-05" WGT 130 lb ISS 11/10/2011  
DD 11/03/201150525/14FD/15

*James*

## CALIFORNIA

Medical Marijuana Recommendation

Rec #: 0506 8137 6783 515



Expires: 08/20/2014

Name: Yer Yang

DL#: F3343728

24 Hour Verification

Greenlife Medical System

Online: <https://verify.greenlifemedical.com>

Phone: (310) 855-3629

Limit Exemption: May Exceed State Limit

14.08.2014 10:07



14.08.2014 10:15

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