

Gonzales Planning Department
STANDARD DEVELOPMENT APPLICATION

GENERAL INFORMATION:

Application(s) for: Site Plan Permit Conditional Use Permit
 Variance Subdivision
 Rezoning General Plan Amendment
 X Annexation **X Pre-Zone**

1. **Name of Property Owners:**
Jackson Family Investments III, LLC / The Rianda Family Limited Partnership
Street Address: 425 Aviation Boulevard
City: Santa Rosa **State:** CA **Zip:** 95403
Telephone No: 707-525-6529 **E-mail:** geoff.scott@ifwmail.com

2. **Name of Applicant:** Jackson Family Investments
Street Address: 425 Aviation Boulevard
City: Santa Rosa **State:** CA **Zip:** 95403
Telephone No: 707-525-6529 **E-mail:** geoff.scott@ifwmail.com

3. Other Persons to be placed on distribution list: (For additional names, add on separate sheet).

 Name: Jeff Rianda
 Street Address: 31375 Gloria Road
 City: Gonzales **State:** CA **Zip:** 93926
 Telephone No: 831-675-2376 **E-mail:** jrianda@hotmail.com

 Name: Tom Truszkowski
 Street Address: PO Box 522
 City: Carmel-By-The-Sea **State:** CA **Zip:** 93923
 Telephone No: 831-915-1980 **E-mail:** thomastruszkowski@comcast.net

4. **Property Address or General Location if no Address:**
31673 Gloria Road, Gonzales, CA 93296

5. **Assessor's Parcel Numbers:**
223-032-011, 223-032-012, 223-032-018, 232-032-019 (Portion)

6. **Zoning Designation:**
City portions of -019 and -021 are zoned Highway Commercial and within the city limits. The remaining parcels (and portions) are zoned F/40 with 40A/U density and are within the County of Monterey

7. **General Plan Designation:**
City portions of -019 and -021 are zoned Highway Commercial and within the city limits. The remaining parcels (and portions) are designated as Farmland 40 Acre Minimum and are within the County of Monterey
8. **Gross Property Area (acres or square feet):** 539.86 acres
9. **Present or last use of project site or building:** Agriculture (vines/row crops)

PROJECT INFORMATION

10. **Briefly describe what you intend to do on the subject property:**
 - a. If **NO** New Construction, what will be done to the site or building and what will be the use of the site or building?:
 - b. NEW CONSTRUCTION, RESIDENTIAL: Type and total number of units (e.g., one story single-family; two story duplex):

See project description and land use exhibits.

- c. NEW CONSTRUCTION, COMMERCIAL/INDUSTRIAL: Type (e.g., retail, industry, warehouse, office, depot, storage):

See project description and land use exhibits.

d. Number of employees _____ Building Sq. Footage _____ Number of Restrooms _____

e. Height of buildings: _____

f. Number of on-site parking spaces provided: _____

g. Number of on-site loading spaces provided: _____

h. If the entire project is not to be constructed at one time, indicate the number of phases, the time for each phase, and the date of final completion:

i. Will there be any demolition? **Yes.** If YES, show on plans.

11. Will grading or filling be required? **Yes** If YES, show location and extent on plans.

12. Is water available to serve the site? **Yes** If YES, show location and size of water main on plans.

13. Is sanitary sewer available to serve the site? **Not currently**. If YES, show location and size of sewer main on plans.

14. Does the subject property have direct access to public streets of adequate size to serve the project? **Direct Access = yes. Adequate size = No**. Show existing and proposed streets on plans.

15. Will any hazardous materials be used or stored as part of the proposed use (e.g., explosives, corrosives, chemicals, gasoline)? **Undetermined at this time**. If YES, explain and list quantities:

16. Will the proposed project create any of the following environmental effects: fire or explosion hazard; noise or vibration; intense illumination; smoke, charred paper, dust, soot, grime, carbon, noxious acids, fumes, gases odors, particulate matter, or any other form of air contamination; heat or cold; dampness; electrical, magnetic or radioactive emission? **Undetermined at this time** If YES, explain fully on a separate sheet of paper.

17. Is this land being farmed? **Yes**

18. Is this land used for grazing? **No**

VARIANCE

19. Variance Requested: **N/A**

20. Explain why a variance is needed: **N/A**

By signing and submitting this application, the applicant agrees to the following:

1. At its sole expense, to defend, indemnify, and hold harmless the City, its public officials, officers, employees, vendors, and assigns, from any liability; and shall reimburse the City for any expense incurred, resulting from, or in connection with any project approvals. This includes any appeal, claim, suit, or other legal proceeding, to attack, set aside, void, or annul any project approval. The City shall promptly notify the applicant of any legal proceeding, and shall cooperate fully in the defense. The City may, at its sole discretion, participate in any such legal action, but participation shall not relieve the applicant of any obligation under this condition. Should any party bring any legal action in connection with this project, the Superior Court of the County of Monterey, California, shall be the situs and have jurisdiction for the resolution of all such actions by the parties hereto.
2. That all materials submitted as part of this application package are considered to be public information, may be posted on the internet, distributed to the necessary Committees, Commissions and Council as part of the approval process, and reviewed by the public.
3. To comply with all City ordinances and State laws relating to building construction for any and all aspects of the project proposed in this application and authorizes representatives of the City and Advisory Agencies to enter the above mentioned property at reasonable times for inspection purposes related to the project for which this application is submitted.

I declare under penalty that I am the owner or authorized agent for this property and that the foregoing statements and answers and all data information, documents and evidence herewith submitted are to the best of my knowledge and belief, true and correct.

Jackson Family Investments, LLC
Property Owner's Name

9-30-19

Date

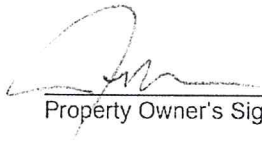


Property Owner's Signature

The Rianda Family Limited Partnership
Property Owner's Name

9-30-19

Date



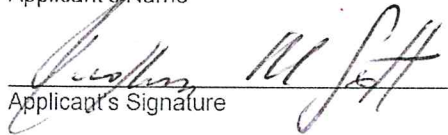
Property Owner's Signature

I certify under penalty of perjury that I am authorized by the property owner(s) of the described property to make this application.

Geoff Scott
Applicant's Name

10-1-19

Date



Applicant's Signature

Puente del Monte

Project Description
Annexation & Pre-zoning Request

Jackson Family Investments, LLC &
Rianda Family Limited Partnership.
October 2019

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PROPOSAL

This application proposal is a request to annex and pre-zone approximately 540 acres of land within Monterey County to the City of Gonzales.

OVERVIEW

Project Site

This application submittal is a formal request for pre-zoning and annexation into the City of Gonzales for approximately 540 acres. Puente del Monte (PDM) a master planned mixed-use development, generally providing a balanced variety of land uses within unincorporated southeastern portion of the City of Gonzales' Sphere of Influence. The proposed annexation/pre-zone area is generally bounded by Gloria Road to the south, Iverson Road on the east, farmland within the unincorporated area to the north and northeast and Highway 101 on the west (see **Figure 1, Map of Property**).

PDM is proposed to construct approximately 2,623+/- dwelling units (DU's). A diagram of the proposed land uses is shown on **Figure 4, Land Use Plan**.

Puente del Monte is divided into two neighborhoods: a West Neighborhood and an East Neighborhood which is also shown on Figure 4, Land Use Plan. A complete inventory of the land use mix in each neighborhood is shown on **Figure 5, Land Use Statistical Summary**.

Circulation

The guiding principle for the roadway network within PDM is to internalize trips within the master plan as much as possible and avoid connections to Iverson and Gloria Roads. The internalization of trips will mitigate potential conflicts between personal vehicles and trucks hauling agricultural commodities or waste materials to the Johnson Canyon landfill.

The circulation network emphasizes north/south arterial roads in an effort to lessen the number of vehicles that would otherwise utilize Highway 101 to get to another local destination. There are two roads that access Gloria Road; one at Herold Parkway and another at Street B. These intersections would utilize proper traffic control techniques depending on the volume of traffic.

Intersections within the Puente del Monte circulation network will be supported by stop signs, traffic signals and roundabouts. When appropriate, corner bulb-outs and other traffic slowing mechanisms will be utilized.

Other non-vehicular circulation methods will include bike lanes (on and of street), sidewalks and other appropriate pathways.

Project Objectives

The following design principles serve as the primary guiding and planning principles and influences for PDM:

- Create a neighborhood focused community designed to enhance social interaction;
- Promote the use of open space to provide a convenient and safe destination for families to congregate and for children to play and explore;
- Minimize land use and operational conflicts between planned residential and non-residential uses.;
- Provide a jobs/housing relationship, which can result in the reduction of commuting distances between residential concentrations and employment opportunities;
- Minimize conflicts between local traffic and agricultural and industrial truck traffic along Gloria and Iverson Roads;
- Provide a variety of commercial uses along Gloria Road at the intersection of Highway 101 which will service both local residents and the traveling public;
- Protect existing agricultural uses and edges along the periphery of the project

Project Justification

PDM includes traditional detached single-family and attached high density multi-family residential uses, as well as providing recreational uses within the parks and open space areas designed to meet the needs of future Gonzales residents. The primary intent and purpose of the Master Development Plan is to create the framework for the development and provide design solutions where the residential uses interface with the proposed recreational, light industrial, commercial and agricultural uses along the periphery of the project area.

PDM is anticipated to serve the City of Gonzales' projected growth in the southeastern portion of the City, which was included in the City's Sphere of Influence in 2014. The master planned development includes a variety of distinct housing types and lot sizes at different housing densities, is consistent with the City's neighborhood design guidelines, and provides a highway commercial retail element to serve the community as well as the traveling public. The development program reflects land uses that are responsive to the demands of the known market while complying with the policies and programs of the current General Plan. The proposed project is designed to comply with the City's Residential, Industrial, Commercial and Open Space General Plan designations and zoning districts. If the proposed annexation/pre-zone is successful, the Land Use concept will be supported by a Specific Plan that

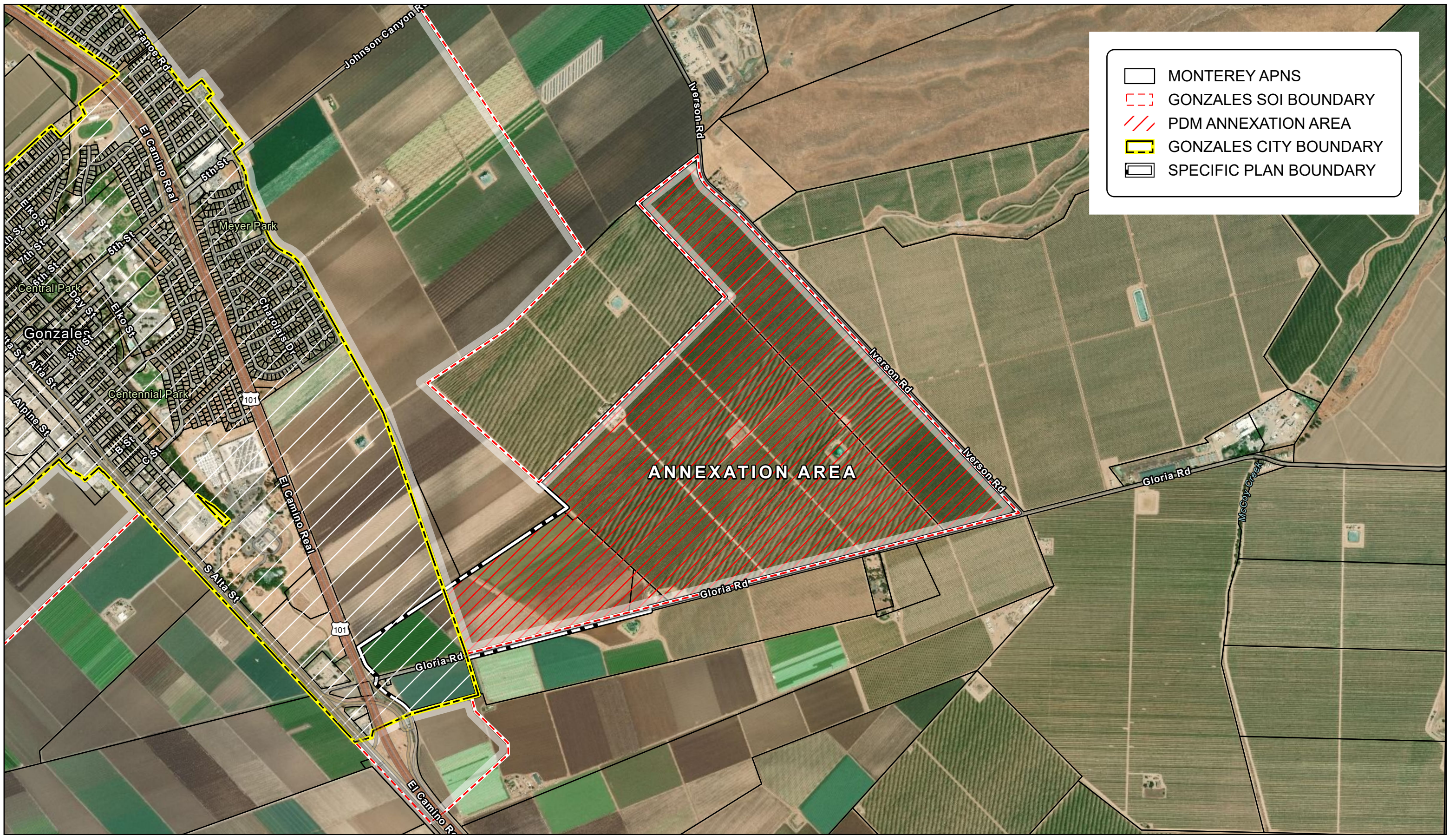
describes the proposed uses, development concepts, design and development standards, and intensities for each proposed use. The circulation system concepts, infrastructure requirements, and other key development features will also be included in the Puente del Monte Specific Plan

Development Agreement

The Puente del Master Specific Plan will be supported by a Development Agreement, which is a voluntary contract between the developers of the proposed project and the City. The Agreement will detail the obligations of both parties and specifies the standards and conditions that will govern the development of the property.

LIST OF FIGURES

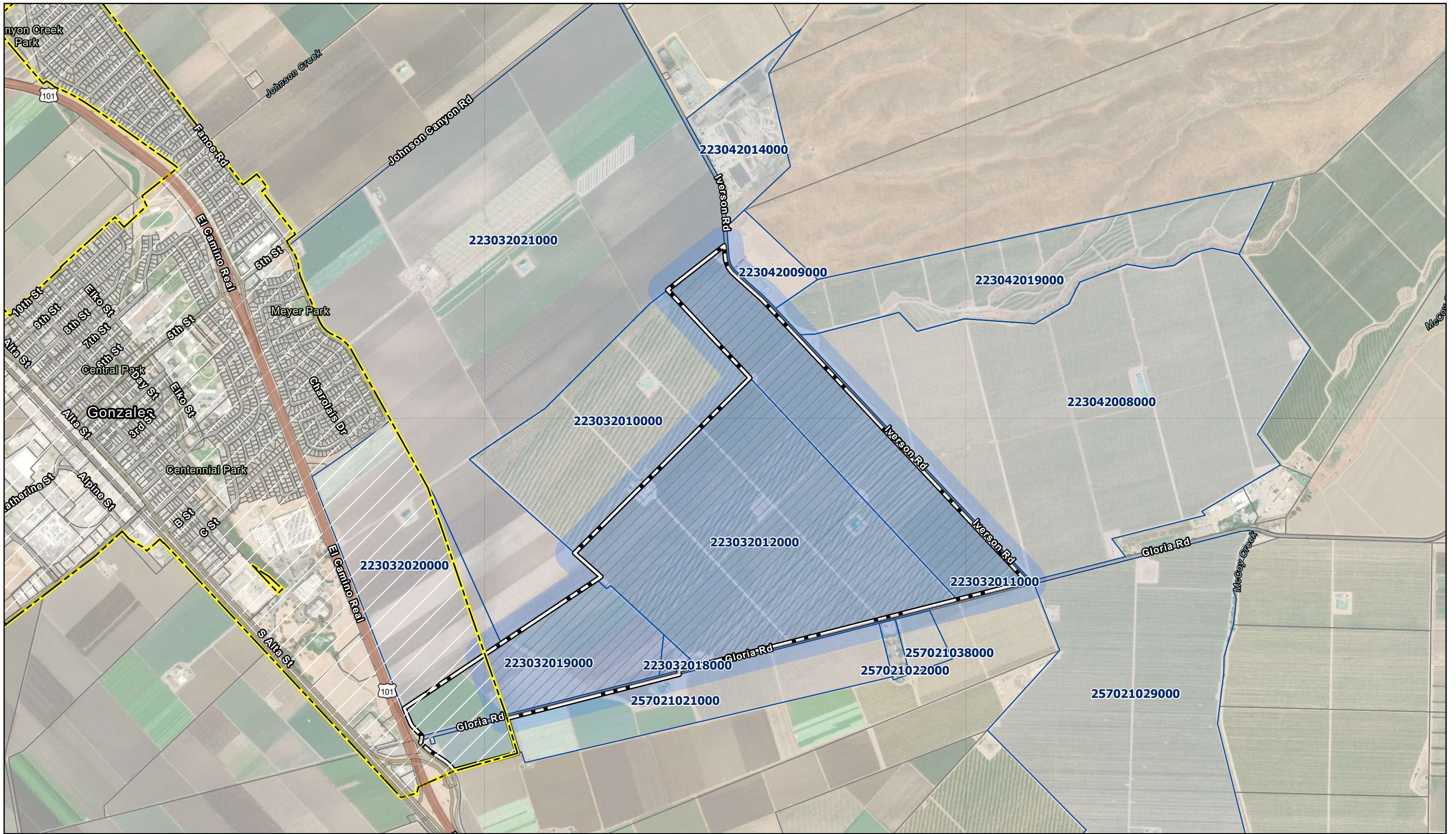
Figure 1 Map of Property
Figure 2 Site Photos
Figure 3 APN & Radius Map
Figure 4 Land Use Plan
Figure 5 Land Use Statistics



PUENTE DEL MONTE
MAP OF PROPERTY
 FIGURE 1








PUENTE DEL MONTE
SITE PHOTOS
FIGURE 2












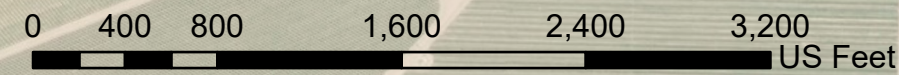
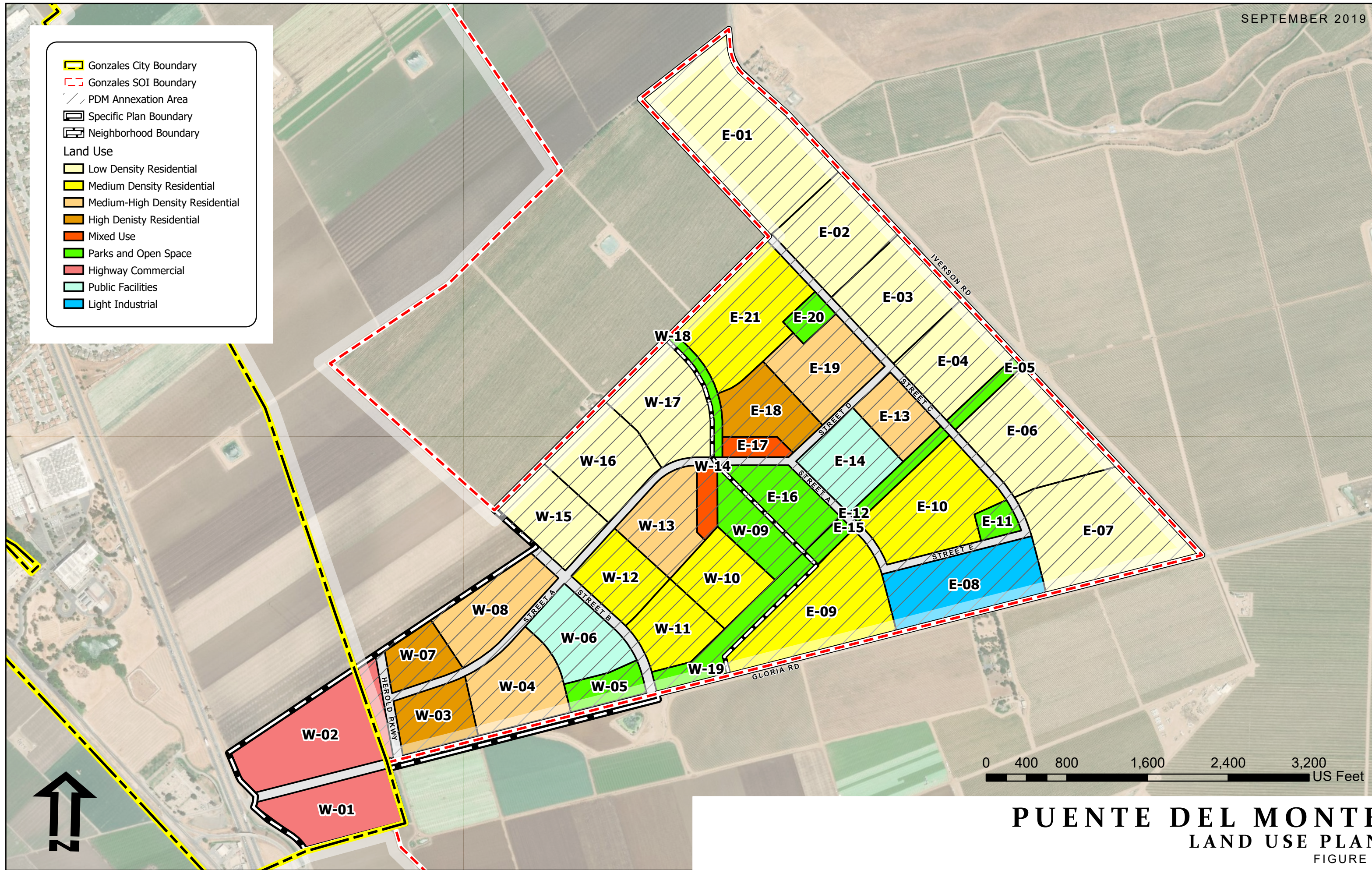
PUENTE DEL MONTE
APN & 300 FOOT RADIUS MAP
 FIGURE 3

Legend

-  Gonzales City Boundary
-  Gonzales SOI Boundary
-  PDM Annexation Area
-  Specific Plan Boundary
-  Neighborhood Boundary

Land Use

-  Low Density Residential
-  Medium Density Residential
-  Medium-High Density Residential
-  High Density Residential
-  Mixed Use
-  Parks and Open Space
-  Highway Commercial
-  Public Facilities
-  Light Industrial



PUENTE DEL MONTE
LAND USE PLAN
 FIGURE 4

PA #	Land Use	Acreage	Density	DU's
E-01	Low Density Residential	40.43	3	121
E-02	Low Density Residential	18.29	3	55
E-03	Low Density Residential	19.21	3	58
E-04	Low Density Residential	16.46	3	49
E-05	Parks and Open Space	2.67	0	0
E-06	Low Density Residential	24.21	3	73
E-07	Low Density Residential	31.6	3	95
E-08	Light Industrial	21.01	0	0
E-09	Medium Density Residential	26.43	5	133
E-12	Parks and Open Space	3.59	0	0
E-13	Medium-High Density	8.65	9	78
E-14	Public Facilities	12.77	0	0
E-15	Parks and Open Space	2.1	0	0
E-16	Parks and Open Space	11.13	0	0
E-17	Mixed Use	2.91	12	35
E-18	High Density Residential	11.72	20	234
E-19	Medium-High Density	15.34	9	138
E-20	Parks and Open Space	3	0	0
E-21	Medium Density Residential	23.74	6	142
W-02	Highway Commercial	26.72	0	0
W-03	High Density Residential	9.89	20	198
W-04	Medium-High Density	15.89	9	143
W-05	Parks and Open Space	5.26	0	0
W-06	Public Facilities	13.01	0	0
W-08	Medium-High Density	14.96	9	135
W-09	Parks and Open Space	9.52	0	0
W-10	Medium Density Residential	12.13	6	73
W-11	Medium Density Residential	11.24	6	67
W-12	Medium Density Residential	10.86	6	65
W-13	Medium-High Density	12.89	9	116
W-14	Mixed Use	3.19	12	39
W-15	Low Density Residential	13.08	6	78
W-16	Low Density Residential	16.6	6	100
W-17	Low Density Residential	18.27	6	110
W-18	Parks and Open Space	3.1	0	0
W-19	Parks and Open Space	9.82	0	0

TOTAL DU'S: 2,623

WEST NEIGHBORHOOD

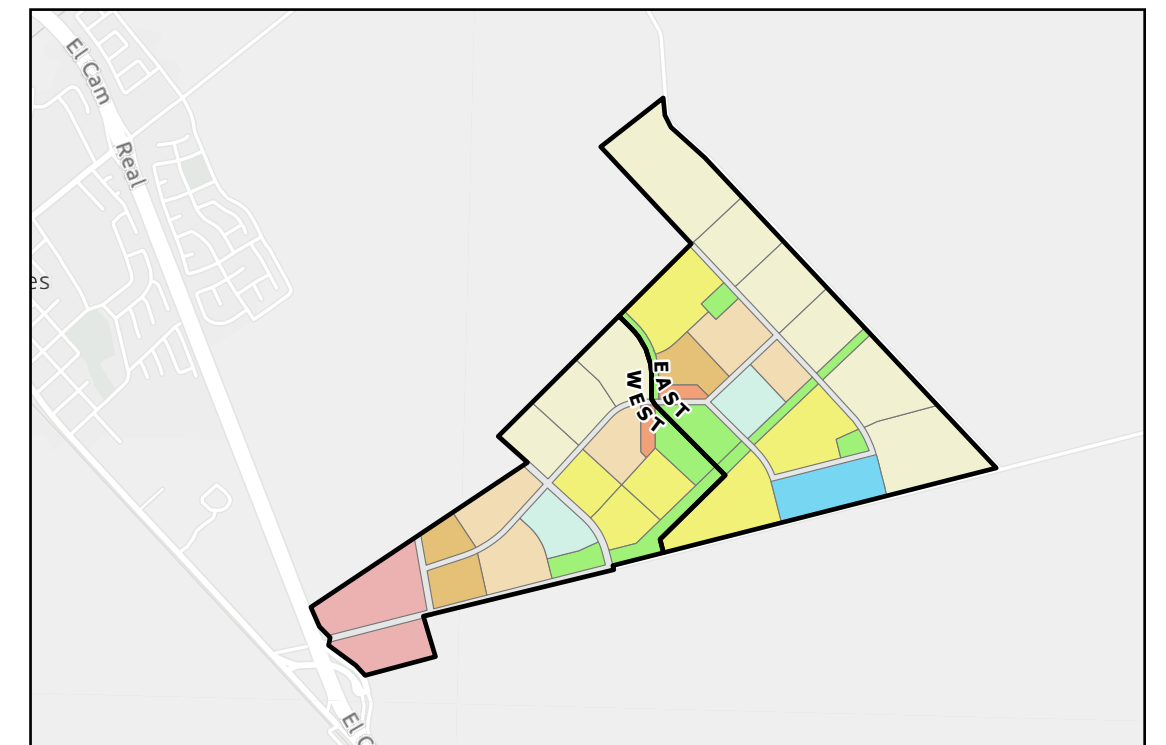
Land Use	Acreage	DU's
Medium-High Density Residential	43.75	394
High Density Residential	17.47	350
Low Density Residential	47.95	288
Medium Density Residential	34.23	205
Mixed Use	3.19	39
Highway Commercial	42.72	0
Parks and Open Space	27.7	0
Public Facilities	13.01	0

TOTAL DU'S: 1,276

EAST NEIGHBORHOOD

Land Use	Acreage	DU's
Low Density Residential	150.2	451
Medium Density Residential	72.82	411
High Density Residential	11.72	234
Medium-High Density Residential	23.99	216
Mixed Use	2.91	35
Light Industrial	21.01	0
Parks and Open Space	25.15	0
Public Facilities	12.77	0

TOTAL DU'S: 1,347



**PUENTE DEL MONTE
STATISTICAL SUMMARY**

FIGURE 5



First American Title Insurance Company
National Commercial Services
1850 Mt. Diablo Blvd., Suite 530
Walnut Creek, CA 94596

Geoff Scott
Jackson Family Wines, Inc
421 Aviation Boulevard
Santa Rosa, CA 95403-1069
Phone: (707)525-6529

Customer Reference: APN 257-021-021-000, 223-032-012-000

Escrow Officer: Pamela Nicolini
Phone: (925)927-2173
Email: pnicolini@firstam.com

Property: 31375 Gloria Road, Gonzales, CA

PRELIMINARY REPORT

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

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

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

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

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

Dated as of September 06, 2019 at 7:30 A.M.

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

To Be Determined

A specific request should be made if another form or additional coverage is desired.

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

The Rianda Family Limited Partnership, as to Parcels One and Two
Jeffrey A. Rianda and Amy T. Rianda, husband and wife, as community property, as to Parcel
Three; and Jackson Family Investments III, LLC, a Delaware limited liability company, as to
Parcels Four and Five

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

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Rights of parties in possession.
4. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

The Following Matters Affect Parcels One, Two and Three:

5. An easement for pole line and incidental purposes, recorded June 24, 1920 in [Book H of Agreements, Page 291](#).

In Favor of: Coast Valleys Gas and Electric Company
Affects: As described therein

6. An easement for pole line and incidental purposes, recorded November 16, 1920 in [Book 177 of Deeds, Page 224](#).

In Favor of: Coast Valley Gas and Electric Company

Affects: Reference to said document for exact location

7. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded January 10, 1933 in [Book 352, Page 381](#) of Official Records.
8. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded January 13, 1933 in [Book 354, Page 393](#) of Official Records.
9. Abutter's rights of ingress and egress to or from State Highway 101 and parts of Frontage Road and Gloria Road have been relinquished in the document recorded August 26, 1960 in [Book 2078, Page 184](#) of Official Records.
10. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded August 26, 1960 in [Book 2078, Page 184](#) of Official Records.
11. Abutter's rights of ingress and egress to or from state highway have been relinquished in the document recorded June 21, 1961 in [Book 2159, Page 194](#) of Official Records.
12. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded June 21, 1961 in [Book 2159, Page 194](#) of Official Records.
13. An easement for pole lines and incidental purposes, recorded July 13, 1961 in [Book 2166 Page 142](#) of Official Records.
In Favor of: PG & E
Affects: Reference to said document for exact location
14. A document entitled "Flood Plain Notice and Hold Harmless Notice" recorded January 20, 1989 as Instrument No. 03877 in [Book 2323, Page 349](#) of Official Records.
15. The terms and provisions contained in the document entitled "Permit Approval Notice" recorded May 08, 2003 as Instrument No. [2003053409](#) of Official Records.
16. A document entitled "Floodplain Notice" recorded May 08, 2003 as Instrument No. [2003053410](#) of Official Records.
17. The effect of a map purporting to show the land and other property, filed June 12, 2003 in [Book 26, Page 79](#) of Record of Surveys.
18. The terms and provisions contained in the document entitled "Deed Restriction" recorded May 20, 2003 as Instrument No. [2003058505](#) of Official Records.
19. The effect of a map purporting to show the land and other property, filed March 24, 2006 in [Book 28, Page 102](#) of Record of Surveys.

20. A Deed of Trust to secure an original indebtedness of \$3,000,000.00 recorded May 13, 2014 as Instrument No. [2014021871](#) of Official Records.
- Dated: April 30, 2014
Trustor: The Rianda Family Limited Partnership, a California limited partnership
Trustee: Yosemite Land Bank, FLCA, a corporation organized and existing under the laws of the United States of America
Beneficiary: Yosemite Land Bank, FLCA, a corporation organized and existing under the laws of the United States of America

The above deed of trust states that it secures a line of credit. Before the close of escrow, we require evidence satisfactory to us that (a) all checks, credit cards or other means of drawing upon the line of credit have been surrendered to escrow, (b) the borrower has not drawn upon the line of credit since the last transaction reflected in the lender's payoff demand, and (c) the borrower has in writing instructed the beneficiary to terminate the line of credit using such forms and following such procedures as may be required by the beneficiary.

- 20a. Prior to the issuance of any policy of title insurance, the Company will require:

An Amended Permit Approval for lot line adjustment be made of record to establish that Parcel Three is a legal parcel and establish a valid legal description of record.

The Following Matters Affect Parcels Four and Five:

21. An easement for pole lines and incidental purposes, recorded May 02, 1929 in [Book 188, Page 377](#) of Official Records.
In Favor of: Pacific Telephone and Telegraph Company, a corporation
Affects: As described therein
22. An easement for open and unobstructed road purposes and incidental purposes, recorded May 21, 1948 in [Book 1062, Page 43](#) of Official Records.
In Favor of: Ted Salmina, et ux.
Affects: As described therein
23. An easement for road and utilities and incidental purposes, recorded June 18, 1981 in [Book 1488, Page 515](#) of Official Records.
In Favor of: El Segundo Vineyards Co., a partnership
Affects: As described therein
24. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded February 23, 1984 as Instrument No. 7986 in [Book 1709, Page 1176](#) of Official Records.

The terms and provisions contained in the document entitled "Notice of Non-Renewal of Land Conservation Contract No. 84-4" recorded August 04, 2006 as Instrument Nos. [2006069090](#), [2006069091](#) and [2006069092](#) of Official Records.

The terms and provisions contained in the document entitled "Notice of Non-Renewal of Land Conservation Contract No. 84-4" recorded August 21, 2006 as Instrument No. [2006073660](#) of Official Records.

25. An easement for communication facilities and incidental purposes, recorded December 08, 1988 in [Book 2307, Page 974](#) of Official Records.

In Favor of: AT&T Communications of California, Inc., a California corporation

Affects: As described therein

The Location of said utilities have been defined by an instrument titled "Notice of Final Description"

Dated: November 14, 1990

Executed By: AT&T Communications

Recorded: November 20, 1990 in [Book 2579 of Official Records, Page 1193](#)

26. The effect of a map purporting to show the land and other property, filed July 11, 1996 in [Book 20, Page 46](#) of Record of Surveys.

27. A Deed of Trust to secure an original indebtedness of \$undisclosed recorded November 15, 2013 as Instrument No. [2013-70648](#) of Official Records.

Dated: September 25, 2013

Trustor: Jackson Family Investments III, LLC, a Delaware limited liability company

Trustee: Fidelity National Title Company, a California corporation

Beneficiary: American AgCredit, FLCA

Document re-recorded December 06, 2013 as Instrument No. [2013073962](#) of Official Records.

Affects: The land and other property.

A document recorded November 22, 2016 as Instrument No. [2016071050](#), of Official Records provides that the Deed of Trust/Mortgage or the obligation secured thereby has been modified.

INFORMATIONAL NOTES

ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.

1. Taxes for proration purposes only for the fiscal year 2018-2019.
First Installment: \$2,680.81, PAID
Second Installment: \$2,680.81, PAID
Tax Rate Area: 076001
APN: 257-021-021-000

(Affects Parcel One)

2. Taxes for proration purposes only for the fiscal year 2018-2019.
First Installment: \$19,744.59, PAID
Second Installment: \$19,744.59, PAID
Tax Rate Area: 076001
APN: 223-032-011-000

(Affects Parcel Four)

3. Taxes for proration purposes only for the fiscal year 2018-2019.
First Installment: \$44,637.13, PAID
Second Installment: \$44,637.13, PAID
Tax Rate Area: 076001
APN: 223-032-012-000

(Affects Parcel Five)

4. Taxes for proration purposes only for the fiscal year 2018-2019.
First Installment: \$3,127.66, PAID
Second Installment: \$3,127.66, PAID
Tax Rate Area: 076001
APN: 223-032-018-000

(Affects Parcel Three)

5. Taxes for proration purposes only for the fiscal year 2018-2019.
First Installment: \$3,219.30, PAID
Second Installment: \$3,219.30, PAID
Tax Rate Area: 076001
APN: 223-032-019-000

(Affects Parcel Two)

6. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a Single Family Dwelling and Vineyard known as 31375 Gloria Road, Gonzales, California.

7. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

8. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

9. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:

A. WITH RESPECT TO A CORPORATION:

1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:

1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
2. A full copy of the partnership agreement and any amendments;
3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:

1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
2. A full copy of the partnership agreement and any amendment;
3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

D. WITH RESPECT TO A GENERAL PARTNERSHIP:

1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
2. A full copy of the partnership agreement and any amendments;

3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 5. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 6. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the Unincorporated Area of the County of Monterey, State of California, described as follows:

PARCEL ONE:

ALL THAT PART OF LOT 7 OF THE SAN VICENTE RANCHO, IN MONTEREY COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER OF THE FENCE AT THE INTERSECTION OF THE LINE ON THE EASTERLY SIDE OF THE COUNTY ROAD FROM GONZALES TO SOLEDAD WITH THE SOUTHERLY SIDE OF THE ROAD RUNNING ALONG THE NORTHWESTERLY BOUNDARY OF THE SAN VICENTE RANCHO AND FROM WHICH POINT OF BEGINNING THE SOUTHERLY CORNER OF THE GONZALES CEMETERY BEARS NORTH 44° 19' WEST, 69.0 FEET DISTANT; THENCE ALONG THE SOUTHERLY SIDE OF THE ROAD NORTH 74° 13' EAST, 126.50 CHAINS TO A 4" X 4" REDWOOD POST MARKED S. L. & V.J. L.;

THENCE LEAVING THE ROAD AND AT RIGHT ANGLES SOUTH 15° 47' EAST, 13.33 CHAINS TO A 4" X 4" REDWOOD POST MARKED S.L. & V.J.L.; THENCE SOUTH 75° 27' WEST, 92.47 CHAINS TO A 4" X 4" REDWOOD POST STANDING IN A FENCE BETWEEN THE ALFALFA AND PASTURE LAND; THENCE ALONG SAID FENCE NORTH 17° 02' WEST, 2.36 CHAINS TO A 4" X 4" REDWOOD POST MARKED S.L. & V.J.L.; THENCE SOUTH 74° 13' WEST, 29.10 CHAINS TO A REDWOOD POST MARKED S.J. & V.J.L.; STANDING IN THE FENCE ON THE EASTERLY SIDE OF THE COUNTY ROAD LEADING FROM GONZALES TO SOLEDAD; THENCE ALONG SAID ROAD NORTH 44° 19' WEST, 10.22 CHAINS TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED BY MANNING S. WOODWORTH, ET UX, TO STATE OF CALIFORNIA, BY DEED RECORDED JANUARY 10, 1933 IN [BOOK 352, PAGE 381](#), MONTEREY COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT A 4" X 4" POST MARKED "S.L. & V.J.L." STANDING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN 142.44 ACRE TRACT OF LAND CONVEYED BY B. F. CONNER TO MANNING H. WOODWORTH BY DEED DATED MARCH 30, 1926 AND RECORDED IN [BOOK 80, PAGE 260](#) MONTEREY COUNTY RECORDS, SAID POST ALSO BEING IN THE SOUTHEASTERLY LINE OF THE COUNTY ROAD LEADING FROM GONZALES TO GLORIA; THENCE LEAVE SAID COUNTY ROAD AND RUNNING ALONG A FENCE AND BOUNDARY OF THE ABOVE MENTIONED 142.44 ACRE TRACT, SOUTH 15° 47' EAST, 879.8 FEET TO A 4" X 4" POST MARKED "S.L. & V.J.L." STANDING AT THE MOST EASTERLY CORNER OF SAID 142.44 ACRE TRACT; THENCE SOUTH 75° 27' WEST, 248.4 FEET TO A 4" X 4" POST MARKED "5 AC"; THENCE LEAVE FENCE AND BOUNDARY OF SAID 142.44 ACRE TRACT AND RUNNING NORTH 15° 47' WEST, 874.5 FEET TO A 4" X 4" POST MARKED "5 AC" STANDING IN THE NORTHWESTERLY BOUNDARY OF SAID 142.44 ACRE TRACT AND IN THE SOUTHEASTERLY LINE OF THE ABOVE MENTIONED COUNTY ROAD; THENCE RUNNING ALONG THE LINE OF SAID COUNTY ROAD AND BOUNDARY OF SAID 142.44 ACRE TRACT NORTH 74° 13' EAST 248.4 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN LOT 7 OF THE RANCHO SAN VICENTE IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1-1/2" DIAMETER IRON PIPE STANDING IN THE SOUTHEASTERLY LINE OF GLORIA COUNTY ROAD (60.00 FEET WIDE) FROM WHICH THE OUTLINE OF AN OLD 4" X 4" PAST AND THE

CONCRETE FOUNDATION OF A FENCE CORNER STANDING AT THE MOST EASTERLY CORNER OF THE GONZALES CEMETERY DESCRIBED IN DEED FROM EDIE W. GONZALES, ET AL, TO THE GONZALES CEMETERY ASSOCIATION DATED AUGUST 20, 1915 AND RECORDED IN [BOOK 139 OF DEEDS, PAGE 481](#), RECORDS OF SAID COUNTY, BEARS WITH THE FOLLOWING TWO COURSES AND DISTANCES NORTH 14° 18' 20" WEST, 60.0 FEET AND SOUTH 75° 41' 40" WEST, 390.08 FEET DISTANT; ALSO FROM SAID POINT OF BEGINNING STATION 230+ 83.46 ON THE CENTERLINE OF THE CALIFORNIA STATE HIGHWAY V-MON-2-C BEARS SOUTH 75° 41' 40" WEST, 226.70 FEET DISTANT, THENCE FROM SAID POINT OF BEGINNING AND RUNNING ALONG SAID SOUTHEASTERLY LINE OF GLORIA ROAD;

(1) NORTH 75° 41' 40" EAST, 124.67 FEET TO A 1-1/2" DIAMETER IRON PIPE; THENCE LEAVE SAID ROAD LINE AND RUNNING

(2) SOUTH 32° 48' 20" EAST, 144.08 FEET TO A 1-1/2" DIAMETER IRON PIPE; THENCE

(3) SOUTH 61° 06' 40" WEST, 107.17 FEET TO A 1-1/2" DIAMETER IRON PIPE; THENCE

(4) NORTH 36° 28' 36" WEST, 176.67 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT LAND DESCRIBED IN THE DEED FROM FRANCIS H. RIANDA AND LILLIAN RIANDA, HIS WIFE, TO JAMES A. CARACCIOLI AND PATRICIA A. CARACCIOLI, HIS WIFE, AS JOINT TENANTS, DATED OCTOBER 26, 1973, RECORDED OCTOBER 31, 1973 IN [REEL 878, PAGE 379](#), OFFICIAL RECORDS.

PARCEL TWO:

A PORTION OF THE RANCHO RINCON DE LA PUENTE DEL MONTE, MONTEREY COUNTY, STATE OF CALIFORNIA, BEING A PART OF THAT CERTAIN 369.788 ACRE TRACT CONVEYED BY ANITA G. CHUNN AND A. S. CHUNN TO GEORGE B. HANSEN AND HAROLD C. HANSEN BY DEED RECORDED APRIL 30, 1930 IN [BOOK 240, PAGE 187](#) MONTEREY COUNTY RECORDS, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 4 X 4 SURVEY POST MARKED H.R.R. STANDING IN FENCE ON THE NORTHWESTERN SIDE OF THE GLORIA ROAD IN THE RANCHO BOUNDARY BETWEEN THE RANCHOS RINCON DE LA PUENTE DEL MONTE AND SAN VICENTE, AND ON THE SOUTHEASTERN SIDE OF THE SAID HANSEN 369.788 ACRE TRACT AND FROM WHICH A 4 X 4 SURVEY POST MARKED CC, CR, HDP, STANDING AT THE MOST SOUTHERN CORNER OF THE SAID HANSEN 369.788 ACRE TRACT AND THE SOUTHEASTERN CORNER OF THE GONZALEZ ONION CEMETERY ASSOCIATION 4.79 ACRE TRACT BEARS SOUTH 74° 14' WEST, 22.41 FEET DISTANT, AND RUNNING THENCE FROM SAID POINT OF BEGINNING, ALONG THE NORTHWESTERN SIDE OF THE GLORIA ROAD;

(1) NORTH 74° 14' EAST, 4745.79 FEET TO A 4 X 4 SURVEY POST MARKED JHT, CR, AC, HDP, STANDING AT THE SOUTHEAST CORNER OF THE SAID HANSEN 369.788 ACRE TRACT AND AT THE SOUTHWEST CORNER OF THAT CERTAIN 650.629 ACRE TRACT CONVEYED BY ANITA G. CHUNN, ET VIR, TO J. H. TWISSELMAN BY DEED RECORDED JANUARY 10, 1923 IN [BOOK 9, PAGE 441](#) MONTEREY COUNTY RECORDS; THENCE LEAVE THE NORTHWEST SIDE OF SAID GLORIA ROAD AND THE BOUNDARY BETWEEN SAID RANCHOS AND ALONG THE FENCE AND DIVISION LINE BETWEEN LANDS OF HANSEN AND TWISSELMAN AS AFORESAID;

(2) NORTH 49° 04' WEST, 2019.81 FEET TO A 4 X 4 SURVEY POST MARKED H, R, T, AND FROM WHICH A 4 X 4 SURVEY POST MARKED JHT, AC, HDP, STANDING AT FENCE CORNER AT THE MOST NORTHERN CORNER OF THE SAID HANSEN 369.788 ACRE TRACT BEARS NORTH 49° 4' WEST, 2720.69 FEET DISTANT, THENCE LEAVE THE DIVISION LINE BETWEEN LANDS OF HANSEN AND TWISSELMANN, AND RUNNING OVER THE HANSEN 369.788 ACRE TRACT;

(3) SOUTH 54° 32' WEST, 4048.87 FEET TO A 4 X 4 SURVEY POST MARKED H, R, AND FROM WHICH A

STEEL BAR ONE INCH IN DIAMETER X 36 INCHES LONG, STANDING IN FENCE AND DIVISION LINE BETWEEN THE SAID HANSEN 369.788 ACRE TRACT AND THE SAID GONZALES UNION CEMETERY TRACT, BEARS SOUTH 54° 32' WEST, 20 FEET DISTANT, AND THENCE RUNNING PARALLEL TO AND DISTANT 20 FEET NORTHEASTERLY FROM THE DIVISION LINE AND FENCE BETWEEN SAID LANDS OF HANSEN AND GONZALES UNION CEMETERY ASSOCIATION;

(4) SOUTH 44° 14' EAST, 367.9 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN DEED FROM FRANCIS H. RIANDA, ET UX, TO STATE OF CALIFORNIA RECORDED JUNE 21, 1961 IN [BOOK 2159, PAGE 194](#), MONTEREY COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GLORIA ROAD NOTED IN DEED TO RIANDA RECORDED SEPTEMBER 18, 1939 IN [BOOK 632, PAGE 379](#) MONTEREY COUNTY RECORDS, SAID POINT BEING THE NORTHERLY TERMINUS OF COURSE (5) NOTED IN DEED TO THE STATE RECORDED AUGUST 26, 1960 IN [BOOK 2078, PAGE 184](#) MONTEREY COUNTY RECORDS; THENCE

(1) NORTH 26° 36' 09" WEST, 483.39 FEET TO A POINT ON THE NORTHERLY LINE OF THE PROPERTY DESCRIBED IN FIRST ABOVE SAID DEED TO RIANDA; THENCE

(2) ALONG SAID NORTHERLY LINE SOUTH 55° 59' 15" WEST, 45.41 FEET TO THE NORTHERLY TERMINUS OF COURSE (8) NOTED IN SAID DEED TO THE STATE; THENCE

(3) ALONG SAID COURSE (8) SOUTH 23° 32' 39" EAST, 262.0 FEET; THENCE

(4) ALONG COURSE (7) OF SAID DEED, A CURVE TO THE LEFT WITH A RADIUS OF 185 FEET, THROUGH AN ANGLE OF 21° 41' 57" FOR A DISTANCE OF 70.66 FEET; THENCE

(5) ALONG COURSE (6) OF SAID DEED, SOUTH 45° 14' 36" EAST, 155.02 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM PARCELS ONE AND TWO ABOVE THAT PORTION DESCRIBED IN DEED FROM HENRY V. RIANDA, TO THE STATE OF CALIFORNIA, RECORDED AUGUST 26, 1960 IN [BOOK 2078, PAGE 184](#), MONTEREY COUNTY RECORDS, DESCRIBED AS FOLLOWS:

THAT PART OF THE PORTION OF LOT 7 OF RANCHO SAN VICENTE IN MONTEREY COUNTY DESCRIBED IN DEED RECORDED OCTOBER 01, 1937 IN [BOOK 545, PAGE 141](#) MONTEREY COUNTY RECORDS, AND THAT PART OF THE PORTION OF RANCHO RINCON DE LA PUENTE DEL MONTE IN MONTEREY COUNTY DESCRIBED IN DEED RECORDED SEPTEMBER 18, 1939 IN [BOOK 632, PAGE 379](#) MONTEREY COUNTY RECORDS, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT DISTANT NORTH 65° 38' 31" EAST (ALL BEARINGS AND DISTANCES USED HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 4, MULTIPLY DISTANCES SHOWN BY 1.00006188 TO OBTAIN GROUND LEVEL DISTANCES) 485.15 FEET FROM ENGINEER'S STATION 223+01.16 P.O.C. ON THE CENTER LINE OF THE DEPARTMENT OF PUBLIC WORKS' SURVEY FOR STATE HIGHWAY, ROAD V-MON-2-C, AS SAID CENTER LINE IS DELINEATED ON THE MAP FILED IN THE STATE HIGHWAY MAP BOOK AT PAGES 585 TO 595 INCLUSIVE, RECORDS OF SAID COUNTY; THENCE

(1) FROM A TANGENT THAT BEARS NORTH 20° 42' 51" WEST, ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 500 FEET THROUGH AN ANGLE OF 36° 47' 39" FOR A DISTANCE OF 321.05 FEET; THENCE

(2) NORTH 57° 30' 30" WEST, 253.37 FEET; THENCE

(3) NORTH 48° 13' 37" WEST, 186.29 FEET; THENCE

(4) NORTH 20° 45' EAST, 78.74 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GLORIA ROAD NOTED IN ABOVE SAID DEED RECORDED SEPTEMBER 18, 1939; THENCE

(5) NORTH 26° 55' 24" WEST, 61.48 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GLORIA ROAD; THENCE

(6) NORTH 45° 14' 36" WEST, 155.02 FEET; THENCE

(7) TANGENT TO LAST DESCRIBED COURSE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 185 FEET THROUGH AN ANGLE OF 21° 41' 57" FOR A DISTANCE OF 70.06 FEET; THENCE

(8) NORTH 23° 32' 39" WEST, 262.00 FEET TO A POINT ON THE NORTHERLY LINE OF THE PROPERTY DESCRIBED ABOVE; THENCE

(9) ALONG SAID PROPERTY LINE, SOUTH 55° 59' 15" WEST, 30.51 FEET; THENCE

(10) NORTH 23° 32' 39" WEST, 92.53 FEET TO A POINT DISTANT NORTH 68° 44' 51" EAST, 83 FEET FROM ENGINEER'S STATION 236+74.94 ON THE ABOVE SAID SURVEY CENTER LINE.

ALSO EXCEPTING FROM PARCEL TWO ABOVE DESCRIBED THAT PORTION OF SAID LAND CONVEYED TO FRANCIS H. AND LILLIAN I. RIANDA, ET AL, BY THAT CERTAIN GRANT DEED RECORDED APRIL 07, 2006 AS INSTRUMENT NO. [2006031721](#), OFFICAL RECORDS OF MONTEREY COUNTY.

PARCEL THREE:

THAT CERTAIN 1.52 ACRE PARCEL OF LAND AS DEPICTED AND DESCRIBED IN THAT CERTAIN RECORD OF SURVEY RECORDED IN [VOLUME 28 OF SURVEYS, PAGE 102](#) ON MARCH 24, 2006, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.

PARCEL FOUR:

CERTAIN REAL PROPERTY SITUATE IN THE RANCHO RINCON DE LA FUENTE DEL MONTE, MONTEREY COUNTY, CALIFORNIA, BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN [REEL 3112 OF OFFICIAL RECORDS, PAGE 48](#), RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IRON PIPE TAGGED L.S. 2550 AT THE INTERSECTION OF THE NORTHERLY LINE OF GLORIA ROAD, A 60 FOOT WIDE COUNTY ROAD, WITH THE WESTERLY LINE OF IVERSON ROAD, A 40 FOOT WIDE COUNTY ROAD;

THENCE LEAVE SAID LINE OF GLORIA ROAD AND ALONG THE LINE OF IVERSON ROAD

1. NORTH 44° 22' 00" WEST, 5956.45 FEET TO A 1" PIPE TAGGED LS 2550; THENCE

2. NORTH 50° 00' 58" WEST, 720.11 FEET AT 705.10 FEET A 1" PIPE TAGGED LS 2550, 720.11 FEET; THENCE LEAVE SAID LINE OF IVERSON ROAD

3. NORTH 50° 00' 58" WEST, 370.27 FEET TC A 1" PIPE TAGGED LS 2550; THENCE

4. SOUTH 50° 13' 26" WEST, 895.02 FEET; THENCE

5. SOUTH 44° 21' 56" EAST 6562.45 FEET, AT 15.00 FEET A ¾" PIPE WITH A PLASTIC PLUG, AT 1872.25 A 1½" PIPE BEARS SOUTHWESTERLY 0.42 FEET DISTANT, 6562.45 FEET TO A 1" PIPE TAGGED LS 2550 IN SAID NORTHERLY LINE OF GLORIA ROAD; THENCE ALONG SAID ROAD LINE

6. NORTH 74° 29' 04" EAST 1141.30 FEET TO THE POINT OF BEGINNING.

THE REVISED LEGAL DESCRIPTION ABOVE IS BASED ON A SURVEY PREPARED BY MCS, INC., JOB #18391, DATED APRIL 1996 BY A RECORD OF SURVEY FILED ON JULY 11, 1996, [BOOK 20 OF SURVEYS, PAGE 46](#).

PARCEL FIVE:

ALL THAT REAL PROPERTY SITUATE IN RANCHO RINCON DE LA PUENTE DEL MONTE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THAT DEED TO TIERRA VERDE CO., RECORDED NOVEMBER 09, 1970 IN [REEL 670, PAGE 266](#), OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF GLORIA ROAD WITH THE SOUTHWESTERLY LINE OF IVERSON ROAD, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED TO CALIFORNIA LAND AND CATTLE COMPANY, RECORDED NOVEMBER 09, 1967 IN [REEL 530, PAGE 292](#), OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 74° 14' 00" WEST, 1141.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE

(1) NORTH 44° 36' 00" WEST, A DISTANCE OF 4689.83 FEET; THENCE

(2) SOUTH 43° 24' 29" WEST, 3835.87 FEET TO THE SOUTHWEST LINE OF SAID TIERRA VERDE CO., TRACT; THENCE ALONG LAST SAID LINE,

(3) SOUTH 49° 04' 00" EAST, 535.15 FEET; THENCE

(4) SOUTH 54° 32' 00" WEST, 25.72 FEET; THENCE

(5) SOUTH 49° 04' 00" EAST, 2019.81 FEET TO THE MOST SOUTHERLY CORNER OF SAID TIERRA VERDE CO. TRACT; THENCE ALONG THE SOUTHEAST LINE THEREOF

(6) NORTH 74° 14' 00" EAST, 4177.82 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING AN UNDIVIDED ½ OF ALL THE MINERAL RIGHTS, AS RESERVED IN THE DEED FROM THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES OF AMERICA, A NEW YORK CORPORATION, RECORDED JULY 26, 1991 IN [REEL 2672, PAGE 952](#), OFFICIAL RECORDS.

APN(S): 257-021-021 (PARCEL ONE), 223-032-011 (PARCEL FOUR), 223-032-012 (PARCEL FIVE), 223-032-018 (PARCEL THREE) AND 223-032-019 (PARCEL TWO)

NOTICE I

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:
Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building; (d) improvements on the Land;
 - (b) zoning; (e) land division; and
 - (c) land use; (f) environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

Your Deductible Amount	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:

- (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
- (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

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

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

EXCEPTIONS FROM COVERAGE

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

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an

accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - a. a fraudulent conveyance or fraudulent transfer; or
 - b. a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE**

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

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.