

**CITY OF ATWATER**  
**COMMUNITY DEVELOPMENT AND RESOURCES**  
**COMMISSION**  
**AGENDA**

**September 19, 2018**

CALL TO ORDER: (Council Chambers)

**6:00 PM**



PLEDGE OF ALLEGIANCE TO THE FLAG:

INVOCATION:

ROLL CALL:

**Dash\_\_\_\_, Daugherty\_\_\_\_, McWatters\_\_\_\_, Murphy III\_\_\_\_, Vacant\_\_\_\_,**

**Warchol\_\_\_\_, Brice\_\_\_\_**

SUBSEQUENT NEED ITEMS: (The Recording Secretary shall announce any requests for items requiring immediate action subsequent to the posting of the agenda. Subsequent need items require a two-thirds vote of the members of the Commission present at the meeting.)

APPROVAL OF AGENDA AS POSTED OR AMENDED: (This is the time for the Commission to remove items from the agenda or to change the order of the agenda.)

COMMENTS FROM THE PUBLIC:

**NOTICE TO THE PUBLIC**

At this time any person may comment on any item which is not on the agenda, that is within the jurisdiction of the Community Development and Resources Commission. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda.

To comment on an item that is on the agenda, please wait until the item is read for consideration; please limit comments to a maximum of three (3) minutes.

**Civility is expected from members of the public during the meeting. For more efficient use of time, disruptive behavior will not be tolerated. While you may not agree with what an individual is saying, please treat everyone with courtesy and respect.**

APPROVAL OF MINUTES:

1. **Action Minutes of June 20, 2018**

Recommendation: Motion to approve minutes as listed.

2. **Action Minutes of July 18, 2018**

Recommendation: Motion to approve minutes as listed.

3. **Action Minutes of August 15, 2018**

Recommendation: Motion to approve minutes as listed.

PETITIONS AND COMMUNICATIONS:

4. **Atwater High School Leadership Class request assistance with annual Football Homecoming Parade scheduled for Friday, October 5<sup>th</sup>, 2018 beginning at 3:30 PM. The parade will start on Mitchell Ave, turn left onto Winton Way, and continue to Atwater High School on Fruitland Avenue.**

Recommendation: Motion to approve the request from Atwater High School Leadership Class

5. **Tim Barnard request for speed bumps to be installed at Stone Creek Drive. Stating that people are driving over fifty miles an hour on the roadway.**

Recommendation: Motion to approve the request from Tim Barnard regarding speed bumps installation at Stone Creek Drive.

PUBLIC HEARINGS: None

REPORTS AND PRESENTATIONS FROM STAFF:

6. **Resolution No. 071-18 Lot Line Adjustment No. 18-1: Staff has received a Lot Line Adjustment application requesting approval for a boundary adjustment between APN's 005-481-002 and 005-070-023. This site is located at Nebela Drive and Rondel Road. The property is designated as Low Density Residential by the City General Plan and Planned Development 29 (PD-29) by the City Zoning Map. Merced County Assessor's Parcel No.: 005-481-002 and 005-070-023**

Recommendation: Open the Public Hearing and take any testimony given; and

Motion to adopt Resolution No. 071-18, approving Lot Line Adjustment No. 18-1;


COMMISSIONER MATTERS:

**7. Community Development and Resources Commissioner's Comments**

ADJOURNMENT:

CERTIFICATION:

I, Jacquy Lopez, do hereby certify that a copy of the foregoing Agenda was posted at City Hall a minimum of 72 hours prior to the meeting.

  
Jacquy Lopez  
Administrative Assistant

SB 343 NOTICE

*In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the office of the City Clerk at City Hall during normal business hours at 750 Bellevue Road.*

*If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda at 750 Bellevue Road.*



*In compliance with the Federal Americans with Disabilities Act of 1990, upon request, the agenda can be provided in an alternative format to accommodate special needs. If you require special accommodations to participate in a City Council, Commission, or Committee meeting due to a disability, please contact the City Clerk's Office a minimum of three (3) business days in advance of the meeting at 357-6205. You may also send the request by email to [lasmussen@atwater.org](mailto:lasmussen@atwater.org).*



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# CITY OF ATWATER COMMUNITY DEVELOPMENT AND RESOURCES COMMISSION

## ACTION MINUTES

**June 20, 2018**

### CALL TO ORDER:

*The City of Atwater Community Development and Resources Commission met in Regular Session this date at 6:00 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Chair Brice presiding.*

### PLEDGE OF ALLEGIANCE TO THE FLAG:

*The Pledge of Allegiance was led by Chair Brice.*

### INVOCATION:

*The Invocation was led by Police Chaplain.*

### ROLL CALL:

**Present:** Commissioners Dash, Warchol, Murphy III, Pinto, Chairperson Brice  
**Absent:** Daugherty, McWatters  
**Staff Present:** Interim City Manager Waterman, Interim Police Chief Echevarria, Recreation Supervisor Rahn, Senior Planner Thompson, Interim Public Works Director Shaw, Chief Building Official Pereida, Recording Secretary Krebs

### SUBSEQUENT NEED ITEMS:

A request was received after the posting of the agenda from Elena Ridge, White Pines Court for authorization for street closure for a block party on White Pines Court to be held on July 4, 2018 from 6:00 PM to 11:00 PM.

**MOTION:** Commissioner Dash moved to add the subsequent need item to the agenda. The motion was seconded by Commissioner Murphy III and the vote was: Ayes: Dash, Murphy III, Pinto, Warhol, Brice; Noes: None; Absent: Daugherty, McWatters. The motion passed.

**APPROVAL OF AGENDA AS POSTED OR AMENDED:**

**Chair Brice asked that agenda item 9 be moved forward on the agenda. A request was made for an interpreter, and is being provided by a staff member.**

**MOTION:** Commissioner Dash moved to approve the agenda as amended. The motion was seconded by Commissioner Murphy III and the vote was: Ayes: Pinto, Dash, Murphy III, Warchol, Brice; Noes: None; Absent: Daugherty, McWatters. The motion passed.

**COMMENTS FROM THE PUBLIC:**

**Notice to the public was read.**

**ADAM REED, Atwater, spoke regarding traffic concerns, speeding on Fruitland Avenue. He commented that these issues have been brought to the attention of City Council and the Interim Police Chief Echevarria, stating that radar and police presence has not solved the issue. Mr. Reed is looking for next steps, traffic a calming policy or other solution to this issue.**

**ERIC LEE, Atwater, spoke about an accident on Linden and Palm stating that he feels a lack of line of sight is to blame, and suggested a four way stop instead of the two way stop that is there now; or even a roundabout, which could be a solution for Fruitland as well. He requested to see this item on a future agenda.**

**No one else came forward to speak at this time.**

**APPROVAL OF MINUTES:**

Regular meeting of May 16, 2018

**MOTION:** Commissioner Dash moved to approve the minutes as listed. The motion was seconded by Commissioner Pinto and the vote was: Ayes; Murphy III, Warchol, Dash, Pinto, Brice; Noes: None; Absent: Daugherty, McWatters. The motion passed.

**PUBLIC HEARINGS:**

Resolution No. CDRC 056-18 approving Conditional Use Permit No. 554-18, Type 41 Alcohol Beverage Control License at 1617 Bellevue Road.

**Senior Planner Greg Thompson spoke on this item, and answered questions from the Commission. Additional questions were answered by Interim Police Chief Echevarria.**

**Chair Brice opened the Public Hearing.**

**ERIC LEE, Atwater, spoke in favor of this item.**

**No one else came forward to speak, and Chair Brice closed the Public Hearing for this item.**

**MOTION: Commissioner Dash moved to approve Resolution No. CDRC 056-18 approving Conditional Use Permit No. 554-18, Type 41 Alcohol Beverage Control License at 1617 Bellevue Road. The motion was seconded by Commissioner Warchol and the vote was: Ayes: Pinto, Warchol, Murphy III, Dash, Brice; Noes: None; Absent: Daugherty, McWatters. The motion passed.**

**PETITIONS AND COMMUNICATIONS:**

Request to block off a portion of Faxon Court for a 4<sup>th</sup> of July Block Party involving street closure between the hours of 12:00 PM and 10:00 PM on July 4, 2018. (Faxon Court Neighborhood-Scarlett Bettencourt)

**SCARLETT BETTENCOURT, 1956 Faxon Court stated the request is for the 1900 block only. Ms. Bettencourt answered questions from the Commission. A discussion occurred regarding the insurance requirement. Interim City Manager Waterman stated that the Commission could recommend this item to the City Council for approval pending the risk management assessment regarding the insurance requirement.**

**ERIC LEE, Atwater, is an insurance agent and gave additional information regarding the insurance requirement.**

**MOTION: Commissioner Pinto moved to approve the request with the addendum of risk managements' recommendation and forward to the City Council. The motion was seconded by Commissioner Warchol and the vote was: Ayes: Warchol, Pinto, Murphy III, Dash, Brice; Noes: None; Absent: Daugherty, McWatters. The motion passed.**

Request to block off White Pines Court for a 4<sup>th</sup> of July Block Party involving street closure on July 4, 2018. (White Pines Court – Elena Ridge)

**ELENA RIDGE, 1809 White Pines Court, stated they are just asking for the street closure and except for serving food all other activities will happen directly on the front lawns. The closure is generally needed from 6:00 PM to 11:00 PM.**

***MOTION:*** Commissioner Pinto moved to approve with the addendum of risk managements' recommendation and forward to City Council. The motion was seconded by Commissioner Murphy III and the vote was: Ayes: Dash, Murphy III, Pinto, Warchol, Brice; Noes: None; Absent: Daugherty, McWatters. The motion passed.

PETITIONS AND COMMUNICATIONS: ( Information Items Only )

4<sup>th</sup> of July Committee request for co-sponsorship by the City of Atwater for the 4<sup>th</sup> of July events on July 3, 2018 and July 4, 2018 for the next five (5) years beginning 2018 through and including 2023. (Information Item Only)

***This item is informational only as it was presented to the City Council on May 29, 2018.***

4<sup>th</sup> of July Committee request for assistance with the 4<sup>th</sup> of July Run. (Information Item Only)

***This item is informational only as it was presented to the City Council on June 11, 2018.***

***Interim City Manager Waterman gave background on both of these informational items, and outlined a plan for proper procedure to be followed on an annual basis.***

***Chair Brice had questions regarding any road closures needed for the 4<sup>th</sup> of July run, and Interim Police Chief Echevarria and Commissioner Vineyard responded.***

BUSINESS:

Proposed 5 Year Capital Improvement Plan for Fiscal Year 2018-2019

***Senior Planner Greg Thompson spoke on this item, and answered questions from the Commission. Additional questions were answered by Interim City Manager Waterman.***

***MOTION:*** Chair Brice moved to approve the Capital Improvement Projects listed for Fiscal Year 2018-2019 and making the determination that it is consistent with the goals, objectives, and guidelines as specified in the General Plan for the City of Atwater. The motion was seconded by Commissioner Pinto and the vote was: Ayes: Warchol, Pinto, Murphy III, Dash, Brice; Noes: None; Absent: Daugherty, McWatters. The motion passed.

Resolution No. CDRC 064-18 recommending Atwater Police Department Enforce Traffic within American West Development



**Commissioner Pinto recused himself from the dais at 7:04 PM stating a conflict of being the American West HOA Board President.**

**GARY GALE, from the law firm of Angus and Terry, representing the American West Homeowner's Association spoke on this item, and answered questions from the Commission. Additional questions were answered by Interim Police Chief Echevarria.**

**MANUEL PINTO, HOA Board President for America West, also spoke on this item, and answered questions from the Commission.**

**THOMAS HALLINAN, City Attorney, clarified for the record that Commissioner Pinto had a conflict of interest as he is a resident of the area and Board President so he was speaking as a citizen.**

**Chair Brice opened the Public Hearing.**

**ADAM REED, Atwater questioned if a gated community received relief from impact fees or CFD fees if they only receive emergency services. Mr. Reed also questioned if the City would have any liability if any accident happened on the narrow streets that do not have sidewalks, due to the discussion of taking down 10mph signs.**

**GARY GALE, from the law firm of Angus and Terry, represents the American West Homeowner's Association stated that if the signs were taken down they would be replaced with 25mph signs. He also wanted to clarify that if the Commission made the decision, the HOA would not rush implementation but would take it step by step but make sure that it went smoothly with proper notice and coordination.**

**MOTION: Chair Brice moved to approve Resolution No. CDRC 064-18 recommending Atwater Police Department Enforce Traffic within American West Development. The motion was seconded by Commissioner Dash and the vote was: Ayes: Murphy III, Dash, Warchol, Brice; Noes: None; Abstain: Pinto Absent: Daugherty, McWatters. The motion passed.**

**Commissioner Pinto returned to the dais at 7:28pm.**

Making a finding of consistency with the adopted residential design guidelines to the submitted elevations for Bell Crossing Subdivision consistent with the General Plan Land Use Designation and Zoning

**Senior Planner Greg Thompson spoke on this item, and answered questions from the Commission.**

**MOTION: Commissioner Murphy III moved to make the determination that the proposed changes to the architecture is consistent with the adopted Commercial and Industrial Design Guideline; and adopt Resolution No. CDRC 066-18**

**approving the findings and deviation from the approval to Site Plan No. 704-16. The motion was seconded by Commissioner Pinto and the vote was: Ayes: Pinto, Warchol, Dash, Murphy III, Brice; Noes: None; Absent: Daugherty, McWatters. The motion passed.**

Architectural Control Committee adopt Resolution No. CDRC 065-18 amending previously submitted elevations under SP 704-16; applicant wishes to deviate from approved architecture

**Senior Planner Greg Thompson spoke on this item.**

**MOTION: Commissioner Dash moved to adopt Resolution No. CDRC 065-18 making the findings of consistency with the adopted commercial and industrial Design Guidelines and amending previously submitted elevations under SP 704-16. The motion was seconded by Commissioner Murphy III and the vote was: Ayes: Warchol, Pinto, Murphy III, Dash, Brice; Noes: None; Absent: Daugherty, McWatters. The motion passed.**

Resolution No. 057-18 Site Plan No. 711-18: approving Site Plan No. 711-18 to construct a "Flex Serve" Car Wash with ancillary structures and a vacuum station at 2601 Redwood Avenue. This property is designated as Commercial by the City General Plan and General Commercial (C-G) by the City Zoning Map. Merced County Assessor's Parcel No.: 150-190-037

**Senior Planner Greg Thompson spoke on this item.**

**STEVEN ELSER, K12 Architects Inc., spoke about the application and the proposed car wash project and answered questions from the Commission.**

**ADAM REED, Atwater spoke in favor of the project and thinks this is great addition to the City yet had questions regarding the entrance and the location of it to existing businesses.**

**MOTION: Commissioner Dash moved to adopt Resolution No. 057-18, approving Site Plan No. 711-18. The motion was seconded by Commissioner Murphy III and the vote was: Ayes: Dash, Murphy III, Pinto, Warchol, Brice; Noes: None; Absent: Daugherty, McWatters. The motion passed.**

**REPORTS AND PRESENTATIONS FROM STAFF:**

Verbal Update on the TCP (Trichloropropane)

**Interim Public Works Director Shaw gave a verbal update on the TCP status of the water supply, and answered questions from the Commission.**

**Commissioner Murphy III requested to see additional information given to the residents affected.**

Verbal Update on Camellia Meadows Estates

**Senior Planner Thompson spoke on this item, and answered questions from the Commission.**

COMMISSIONER MATTERS:

Comments from Community Development and Resources Commissioners

**Commissioner Pinto had nothing to report.**

**Commissioner Murphy III had a question if there has been any movement on the General Plan as it will be expiring.**

**Commissioner Warchol had a question/concern about a missing stop sign and pole leaving the McDonald's on Shaffer, stating that he was not sure if the City or the shopping center is responsible for replacement.**

**Commissioner Dash had questions regarding the cannabis ordinances.**

**Chair Brice had asked that the next regular Community Development and Resources Commission meeting agenda include an item in writing regarding number of missing meetings by a Commissioner and if they can be removed and or required to vacate the seat, as a discussion item.**

ADJOURNMENT:

**The meeting adjourned at 8:00 PM.**

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Gary Brice, Chairperson

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Julie Krebs, Recording Secretary



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**CITY OF ATWATER  
COMMUNITY DEVELOPMENT  
AND RESOURCES  
COMMISSION**

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**ACTION MINUTES**

**July 18, 2018**

**CALL TO ORDER:**

*The Community Development and Resources Commission of Atwater met in Regular Session this date at 6:00 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Vice Chair Murphy III presiding.*

**PLEDGE OF ALLEGIANCE TO THE FLAG:**

*The Pledge of Allegiance was led by Vice Chairperson Murphy.*

**INVOCATION:**

*The Invocation was led by Police Chaplain Mead.*

**ROLL CALL:**

**Present:** Commissioners Dash, Daugherty, McWatters, Warchol, Murphy III, Pinto

**Absent:** Chair Brice

**Staff Present:** Chief Building Official Pereida, Senior Planner Thompson, Recreation Supervisor Rahn, Recording Secretary Saavedra

**SUBSEQUENT NEED ITEMS: None.**

**APPROVAL OF AGENDA AS POSTED OR AS AMENDED:**

**MOTION: Commissioner Dash moved to approve the agenda as posted. The motion was seconded by Commissioner Pinto and the vote was: Ayes: Dash, Daugherty, McWatters, Warchol Murphy III; Noes: None; Absent: Brice. The motion passed.**

**CEREMONIAL MATTERS: None**

PUBLIC COMMENTS:

*Notice to the public was read.*

*ERIC LEE, Atwater, spoke regarding the condition of City Parks and requested assistance for the Community Services Department.*

*MIKE AKERS, spoke regarding the water now working at Veterans Memorial Park.*

*No one else came forward to speak.*

APPROVAL OF MINUTES: *None*

PETITIONS AND COMMUNICATIONS: *None*

REPORTS AND PRESENTATIONS FROM STAFF:

Verbal presentation by staff on Planned Development Districts in the City of Atwater and the Legacy Estates Project

*Senior Planner Thompson presented a verbal report regarding Planned Development Districts and discussed options that can be taken at the Legacy Estates Project.*

*This item will come back to this commission as an action item with a recommendation.*

City Officials' Handbook

**MOTION:** *Commissioner Dash moved to not accept the City Officials' Handbook as presented and to continue using the current manual. The motion was seconded by Commissioner Pinto. No vote was taken.*

*MIKE AKERS, Atwater, spoke regarding the City Officials Handbook contents and the similarity to the language of the late 70's early 80's era employee handbooks which were legally challenged and resulted in a lot of the content being thrown out in court proceedings. He stated he did not agree with some of the content, and felt the current handbook being was more useful. He referenced California Government Code Section 3302, "Except as otherwise provided by law, or whenever on duty or in uniform, no public safety officer shall be prohibited from engaging, or be coerced or required to engage, in political activity" and stated that the handbook including references to telling off duty people what they can do, in regards to campaigning, can result in ACLU lawsuits. He believes correcting the proposed handbook will be costly.*

*ERIC LEE, Atwater, stated the complication of the proposed handbook will result in bringing a lawyer in to review for legality and the current handbook should be amended and not make the process so difficult. He took exemption to the*

*proposed handbook signaling out the Mayor in references and believes the Mayor references should be included with City Council and agrees with the motion to request a joint workshop.*

**AMENDED MOTION:** *Commissioner Dash rescinded her first motion and moved to request City Council approve a joint workshop to include City Council, Commissions, Committees and author of the handbook to review and discuss the City Officials' Handbook; after completion of the workshop bring this item back for consideration. The motion was seconded by Commissioner Pinto and the vote was: Ayes: Dash, Daugherty, McWatters, Warchol, Murphy III; Noes: None; Absent: Brice. The motion passed.*

COMMISSIONER MATTERS:

*Commissioner Dash questioned the Community Development and Resources Commission minutes not being completed in a timely manner.*

*Commissioner Daugherty commented he has emailed and left messages, for the Public Works Department, regarding the missing cover plate leaving exposed wires on the traffic pole located at Five Corners, he stated he was told "no parking signs" were placed at Olive Avenue/Winton Way but the location shows no evidence that "no parking signs" were ever located there and he is not getting a response to these issues. He is concerned about the liability these items can cause the City.*

*Commissioner Pinto stated he receives emails from the City, Churchwell White and Tom Hallinan, and questioned if other Commissioners were receiving the emails and if the City is incurring a cost for the emails and asked for clarification why he is receiving them.*

*Commissioner McWatters had no comments.*

*Commissioner Warchol had no comments.*

*Commissioner Murphy III stated he recently applied for a City Business License and had difficulties with MuniServices, LLC and was disappointed with the level of service, he spent half an hour on the phone correcting the information they had that pertained to an old business he once owned. He questioned if contracting the services has resulted in a cost savings.*

*Commissioner Dash stated MuniServices is not following up on collecting the past due accounts. She suggested bringing in a part-time employee.*

ADJOURNMENT:

*The meeting adjourned at 7:05 PM.*

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James Murphy III,  
Acting Chairperson

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Margarita Saavedra,  
Recording Secretary





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# CITY OF ATWATER COMMUNITY DEVELOPMENT AND RESOURCES COMMISSION

## ACTION MINUTES

**August 15, 2018**

CALL TO ORDER:

*The Community Development and Resources Commission of Atwater met in Regular Session this date at 6:04 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Chair Brice presiding.*

PLEDGE OF ALLEGIANCE:

*The pledge of allegiance was led by Chair Brice.*

INVOCATION: *The Invocation was given by Police Chaplain McClellan.*

ROLL CALL:

**Present:** Commissioners Dash, Daugherty, McWatters, Warchol, Murphy III, Pinto, Chair Brice  
**Absent:** None  
**Staff Present:** Interim City Manager Waterman, Chief Building Official Pereida, VVH Planner Greg Thompson, Recording Secretary Rasmussen

SUBSEQUENT NEED ITEMS: *None*

APPROVAL OF AGENDA AS POSTED OR AMENDED:

**MOTION:** *Commissioner Dash moved to approve the agenda as posted. The motion was seconded by Commissioner Daugherty and the vote was: Ayes: Dash, Daugherty, McWatters, Murphy III, Warchol, Pinto, Brice; Noes: None; Absent: None. The motion passed.*

CEREMONIAL MATTERS: *None*

PUBLIC COMMENT:

*Notice to the public was read.*

**Chairman Brice opened the Public Hearing.**

**No one came forward to speak, and Chair Brice closed the Public Hearing for this item.**

**MOTION: Commissioner Pinto moved to adopt Resolution No. 054-18 approving Condition Use Permit No. 552-18 for operation of a welding and fabrication shop at 610 Railroad Avenue. The motion was seconded by Commissioner Murphy and the vote was: Ayes: Warchol, Pinto, Dash, McWatters, Murphy III, Daugherty, Brice; Noes: None; Absent: None. The motion passed.**

Resolution No. 060-18 Site Plan No. 712-18: Staff has received a Site Plan application requesting approval to construct one light industrial building at 1715 Sycamore Ave. The property is designated as Business Park by the City General Plan and Business Park (BP) by the City Zoning Map. Merced County Assessor's Parcel No.: 001-146-003

**VVH Senior Planner Thompson summarized the application and reported that there is no connection to cannabis activity in the proposed request. He further advised the Commission that there is no expiration date for an approval since the request is for architectural review and it adheres to the City's architectural design guidelines.**

**Chairman Brice opened the Public Hearing.**

**DWIGHT LARKS, Merced County resident, asked about sewer connection fees and any impacts to neighboring parcels like cutting the street to get a sewer connection.**

**VVH Senior Planner Thompson responded that City of Atwater Engineering Department will address that issue and urged Mr. Larks to contact the Engineering and Building departments directly.**

**Chair Brice closed the Public Hearing for this item.**

**MOTION: Commissioner Dash moved to adopt Resolution No, 060-18 approving Site Plan No. 712-18. The motion was seconded by Commissioner Pinto and the vote was: Ayes: Pinto, Dash, McWatters, Murphy III, Daugherty, Warchol, Brice; Noes: None; Absent: None. The motion passed.**

**REPORTS AND PRESENTATIONS FROM STAFF:**

**None.**

**COMMISSIONER MATTERS:**

Comments from Community Development and Resources Commissioners

**Commissioner Warchol had no comments.**

**Commissioner Pinto had no comments.**



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# Atwater High School

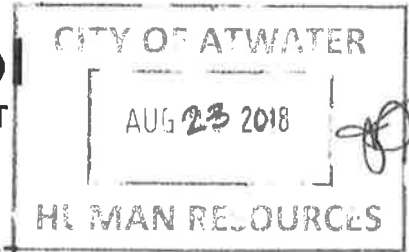
MERCED UNION HIGH SCHOOL DISTRICT

P.O. BOX 835

2201 West Fruitland Avenue

Atwater, CA 95301

Phone: (209) 325-1200 FAX: (209)357-6067



**Torrin Johnson, Principal**

**Rita Schroeder**  
Associate Principal  
Guidance  
325-1205

**Michael Hammar**  
Associate Principal  
Assessment & Accountability  
325-1206

**Robert Nunes**  
Associate Principal  
Athletics/Disc. 9 & 11  
325-1207

**Bob Valladao**  
Associate Principal  
Attendance/Disc. 10 & 12  
325-1208

August 21<sup>st</sup>, 2018

Dear Mayor of Atwater & Atwater City Council,

The Student Body of Atwater High School would like to continue the annual Football Homecoming Parade in the downtown district. We think a parade through the city is not only a chance to spread the spirit for Homecoming, but it also encourages positive community participation. The idea of reaching not only the children in the elementary school districts, but those in VFW and other groups as well is what we feel helps boost community spirit.

This years Homecoming festivities are scheduled for Friday October 5th against Golden Valley High School of Merced. We would like to begin the parade at 3:30 in the afternoon as the Varsity Football game begins at 7:00 in the afternoon at Dave Honey Stadium. We would like the parade to start on Mitchell Ave., turn left onto Winton Way, and continue to the high school on Fruitland Ave., We will have between 25 and 30 entries lined up by 3:00. Some of these entries include the marching band, floats representing their respective classes and clubs, elementary/ junior high schools, fall sports teams, and the class king and queen attendants. We request the approval and assistance of the City of Atwater to continue the tradition of an AHS Football Homecoming Parade.

Thank you for allowing us to present the blueprint for what we feel will be a successful afternoon of hometown spirit.

Sincerely,

On Behalf of the Atwater High Leadership Class  
Lexi Valencia  
ASB Vice President



September 7, 2018

Mayor Jim Price  
Atwater City Council  
750 Bellevue Road  
Atwater, CA 95301

Dear Mayor Price and Council Members:

In preparation for Red Ribbon Week, October 22 - 26, 2018, I am writing on behalf of the Atwater Elementary School District and the Atwater Caring About Kids Community Council to request approval of the annual Red Ribbon Walk through downtown Atwater on Friday, October 19, 2018. As in years past, we hope to organize approximately 600 students and community members to walk in support of a Drug-Free Atwater. The walk will culminate with a barbeque at Ralston Park, sponsored by the Atwater Elementary School District. If approved, students from each elementary school will arrive at Ralston Park at 11:15 a.m. with the walk beginning promptly at 11:30, escorted by the Atwater Police Department. AESD and the Community Council respectfully request the following:

Approval for the Red Ribbon Walk: Beginning at Ralston Park; heading south on Third Street toward Broadway Avenue; head west (right) on Broadway to Fifth Street; head north (right) on Fifth Street to Grove Avenue; and then east (right) on Grove to return back to Ralston Park. A map of the route is attached.  
Block Third Street: Between Fir and Grove Avenues from 11:15 a.m. to 1:00 p.m. This will allow students to line up for the walk. It also facilitates crossing Third Street during the barbeque without traffic.  
Extra trash cans: These are needed so that students, teachers, and community members can leave the park litter-free. It would be helpful if they were delivered by 11:00 a.m.

We also request that the Atwater Police Department be responsible for the escort by providing police cars at the front and back of the group during the walk.

Both the District and the Community Council invite all council members and department heads to join in the festivities.

We also welcome you to attend the 12<sup>th</sup> Annual Drug Store Project (an all-day drug prevention event) on October 26, 2018 at Bellevue School. If you have any questions, please feel free to contact me at (209) 357-6100 ext. 329. Thank you for your attention and consideration.

Sincerely,

Christy Lobao  
Director of Special Programs, Atwater Elementary School District  
Director, Atwater Caring About Kids Community Council



# SPECIAL OUTDOOR EVENTS APPLICATION/PERMIT STAFF APPROVAL



**CHECKLIST:**

Application Received: \_\_\_\_\_

Permit No. \_\_\_\_\_

Prior to submitting your application, please confirm by checking (✓) the boxes below that all the following have been completed.

- Have you completed the "Description of Event" below and signed the application on Page 3? (Incomplete information may delay your application.)
- Have you allowed at least 3-4 weeks prior to the event for your application to be approved?
- Have you obtained the required insurance, and do you have proof of that insurance to submit with your application? (See "Insurance" section on Page 3 for details)
- Has the Indemnification Agreement on Page 2 of this application been signed by an authorized representative of the sponsoring organization?

After obtaining approval from the City, but prior to the event, please make sure you have done the following:

- Have you read the conditions of approval and is your event prepared to abide by all conditions?
- Have you given Atwater Public Works Department notice of the proposed street closure?
- Have you arranged for "Special Event" City Refuse Service by calling 357-6730?
- Have you made arrangements for supplying any necessary electricity to your event? (Plugging outlets into City light poles is NOT allowed unless prior approval is obtained. Please call City Public Works at 357-6370 for additional information.)
- If you are selling alcohol at your event, have you obtained an Alcoholic Beverage Control (ABC) license or permit for this event?

**DESCRIPTION OF EVENT:**

APPLICANT/EVENT SPONSOR

CONTACT PERSON Christy Lobao PHONE 209-357-6100 ext. 329

ADDRESS 1401 Broadway, Atwater, CA

E-MAIL clobao@aesd.edu

DESCRIPTION OF EVENT (include equipment, obstructions, etc., to be placed in the encroachment area)  
Atwater Elementary School District's Annual Red Ribbon Walk - All AESD 4<sup>th</sup> grade students walk to show support of living Drug Free.

**DESCRIPTION OF EVENT (Continued):**

THIS EVENT WILL SELL OR SERVE ALCOHOL: Yes \_\_\_\_\_ No X

ESTIMATED NUMBER OF PEOPLE IN ATTENDANCE: 600 maximum

DATE(S) AND TIMES OF USE (include time for setup and takedown as well as event time):  
October 19<sup>th</sup> 2018, Friday, 10:45 a.m. - 1:30 p.m.

**(PLEASE ATTACH A MAP TO IDENTIFY PARADE ROUTES, STREET CLOSURES,  
AND ANY OBSTRUCTIONS TO BE PLACED WITHIN THE RIGHT-OF-WAY)**

**If this event requires closure of street, please see below.**

LIST ALL STREETS PROPOSED FOR CLOSURE:

**STANDARD CONDITIONS FOR STREET/PARKING LOT CLOSURES:**

1. Event Sponsor must remove all equipment, trash and debris generated by the event prior to the expiration of the permit.
2. Supervision/security shall be provided by event sponsor to ensure the safety of event participants and the public if required by the Police Department.
3. Event Sponsor shall be responsible for insuring that all vendors involved with the event obtain a City of Atwater business license (if needed).
4. The applicant shall arrange and pay for special event City Refuse service by contacting Public Works at (209) 357-6370.
5. The applicant shall comply with the Indemnification and Insurance provisions as outlined on Page 3 of this application.
6. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path into and through the closure area at all times via movable barriers. Fire hydrant access shall not be blocked at any time whatsoever.

(Additional conditions may be imposed as deemed necessary)

**INDEMNIFICATION:** Event Sponsor shall indemnify, protect, defend, save and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.



**INSURANCE:** Prior to engaging in the event, Event Sponsor shall complete and file with the City a special events, general liability and automobile policy naming the City and its officers, agents, and employees as additional insured, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City, in a minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, with the City of Atwater named as an additional insured party.


**Please submit application and insurance certificate to:**

City of Atwater  
Attn: Jeanna Del Real, Risk Manager  
City Clerk/Human Resources Department  
750 Bellevue Road  
Atwater, CA 95301

(209) 356-3177 (Fax)  
[idelreal@atwater.org](mailto:idelreal@atwater.org) (Email)

**REFUSAL OR REVOCATION OF PERMIT:** Failure to comply with any law, rule or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.

**The undersigned declares under penalty of perjury that he/she has the authority to sign for and bind the Event Sponsor to the conditions imposed by the City upon the granting of this Application.**

Signature:   
Print Name: Christy Lebes  
Date: 9-10-18

**OFFICE USE**

**APPLICATION APPROVED SUBJECT TO CONDITIONS**

BY \_\_\_\_\_ DATE \_\_\_\_\_  
Human Resources/Risk Management Department (357-6204)

BY \_\_\_\_\_ DATE \_\_\_\_\_  
General Services Department (357-6367)

BY \_\_\_\_\_ DATE \_\_\_\_\_  
Police Department (357-6384)

BY \_\_\_\_\_ DATE \_\_\_\_\_  
Fire Department (357-6352)

BY \_\_\_\_\_ DATE \_\_\_\_\_  
Public Works Department (357-6370)

CITY COUNCIL APPROVAL DATE: \_\_\_\_\_

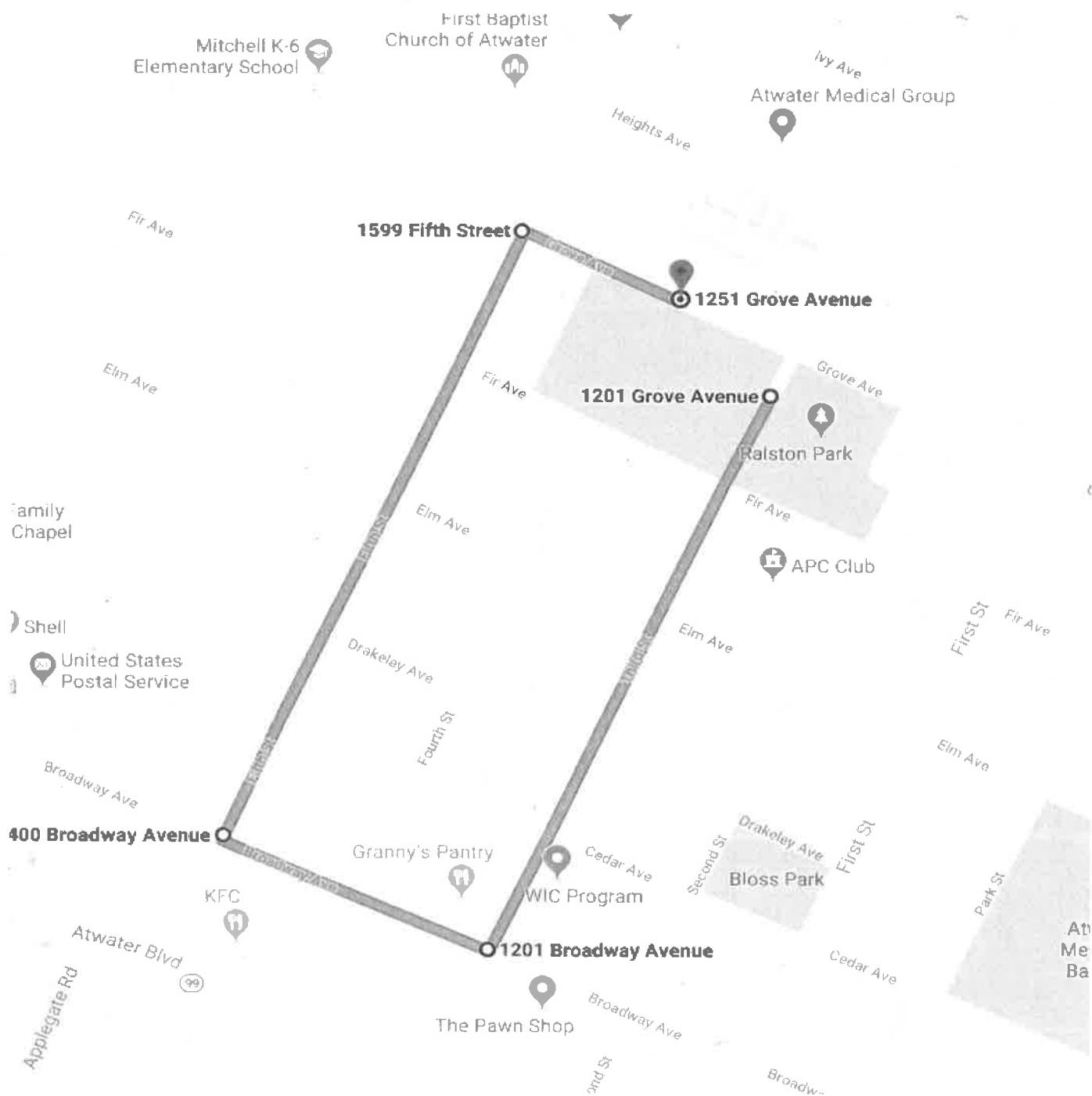
**AESD Request for City Assistance & Information:  
Red Ribbon Walk & Drugstore Project**

1. Red Ribbon Walk

- a. This will occur on Friday, October 19th, 2018.
- b. AESD requests to be on the Atwater City Council agenda regarding approval of assistance for this event.
- c. AESD is requesting:
  - i. 4 barricades between the areas of Fir & 3rd and Grove & 3rd streets
  - ii. Volunteers, cadets, and School Resource Officers to assist in the walk
  - iii. One police officer in the front and one in the back of the walk participants
- d. Attached is the letter to the mayor and walk route with requests enclosed for road closures

2. 12th Annual Drugstore Project

- a. This will occur on Friday, October 26th, 2018 at Bellevue School.
- b. The event will produce extra traffic on Granite Road by Bellevue school between the hours of 7:00 a.m. and 4:00 p.m. on the day of the event.
- c. We are requesting the use of School Resource Officers for the event.



Route: Beginning at Ralston Park; heading south on Third Street toward Broadway Avenue; head west (right) on Broadway to Fifth Street; head north (right) on Fifth Street to Grove Avenue; and then east (right) on Grove to return back to Ralston Park.

**Block Third Street:** Between Fir and Grove Avenues from 11:15 a.m. to 1:00 p.m. This will allow students to line up for the walk. It also facilitates crossing Third Street during the barbeque without traffic.



5

## Sam Rashe

---

**From:** Mark Pereida  
**Sent:** Monday, August 27, 2018 10:33 AM  
**To:** Greg Thompson; Sam Rashe  
**Cc:** Lori Waterman  
**Subject:** Fwd: TRAFFIC ISSUE FOR THE CDRC

Please add to the next CDRC agenda.

Thank you

Mark

From: Mark Pereida  
General Services Manager,  
C.B.O, F.C.O.

Via iPhone

Begin forwarded message:

**From:** Lesa Rasmussen <[lrasmussen@atwater.org](mailto:lrasmussen@atwater.org)>  
**Date:** August 27, 2018 at 10:23:36 AM PDT  
**To:** Mark Pereida <[mpereida@atwater.org](mailto:mpereida@atwater.org)>  
**Subject:** TRAFFIC ISSUE FOR THE CDRC

Mark,

Took a call today (10:00AM) from a Tim Barnard who is having traffic issues at Stone Creek Drive. He would like to have speed bumps installed to slow the traffic. He would like to come to the 9-19-18 CDRC meeting and speak in the public comment portion of the meeting. You can reach him at 209-446-1034 or email at [timothy.barnard@ymail.com](mailto:timothy.barnard@ymail.com) . You may also want to include PD in this for a traffic watch in that area; he said that people are driving 50 mph plus on that street. Good luck.

Lesa

*Lesa Rasmussen*  
*Office of the City Clerk*  
[lrasmussen@atwater.org](mailto:lrasmussen@atwater.org)

(209)357-6205

*(The City of Atwater works a compressed schedule with office hours Monday thru Thursday  
8:00 am - 6:00 pm)*



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6



**COMMUNITY DEVELOPMENT  
AND RESOURCES  
COMMISSION  
AGENDA REPORT**

**COMMISSIONERS**

Gary Brice, Chair  
Ron Daugherty      Linda Dash  
Mary McWatters      Jim Murphy, III  
Manuel Pinto      Fred Warchol

**MEETING DATE: September 19, 2018**

**TO:** Chair and Commissioners

**FROM:** Greg Thompson, Senior Planner

**SUBJECT: Recommendation to open the hearing, obtain testimony from the public, Make Environmental Determination and adopt Community Resolution No. 071-18 approving Lot Line Adjustment No. 18-1 (APN 005-481-002 and 005-070-023)**

---

**RECOMMENDED COMMISSION ACTION:**

Staff recommends Commission open the public hearing and take any testimony from the public; and

Adopt Resolution No. CDRC 071-18 approving Lot Line Adjustment No. 18-1

**I. BACKGROUND:**

Staff has received a Lot Line Adjustment application from NorthStar Engineering Group Inc, representing the Piro Enterprises, Inc., proposing a boundary adjustment between APN's 005-481-002 and 005-070-023.

**II. ANALYSIS:**

**Site Location:** The two parcels involved are both zoned Planned Development 29 (PD-29) with a General Plan land use designation of Low Density Residential. The chart below shows the lot square footage and acreage before adjustment and after adjustment.



<u>APN</u>	<u>Before Adjustment</u>	<u>After Adjustment</u>	<u>Net Change</u>
005-481-002	0.13 Acres	0.15 Acres	0.02 Acres
005-070-023	15.15 Acres	15.13 Acres	0.02 Acres

Before any development can occur on either lot applicant will need to submit for and obtain approval from the Community Development and Resources Commission on a Site Plan and/or Conditional Use Permit.

**Description of surrounding uses:** The areas immediately adjacent to the subject property are all Commercial: South, East, West, and North with similar uses in the immediate vicinity of the property. All of the anticipated uses for the project are consistent with uses described within the Atwater Municipal Code and designated zoning.

**III. PUBLIC PARTICIPATION:**

The Public Hearing notice was adequately noticed and advertised.

This project qualifies for a categorical exemption from the provisions of the California Environmental Quality Act (CEQA) under CEQA Guideline Section 15305(a).

**IV. STEPS FOLLOWING APPROVAL:**

Following adoption of Resolution No. CDRC 071-18 approving Lot Line Adjustment No. 18-1 the City Clerk shall execute the certification of compliance and the Recording Secretary will record the Lot Line Adjustment and Resolution with the Merced County Records office.

Approved by: \_\_\_\_\_

  
Greg Thompson, Senior Planner

City Manager: \_\_\_\_\_

Lori Waterman, City Manager

Attachments:

1. Resolution



## COMMUNITY DEVELOPMENT AND RESOURCES COMMISSION OF THE CITY OF ATWATER

### RESOLUTION NO. CDRC 071-18

#### A RESOLUTION OF THE COMMUNITY DEVELOPMENT AND RESOURCE COMMISSION OF THE CITY OF ATWATER APPROVING LOT LINE ADJUSTMENT NO. 18-1

WHEREAS, the Community Development and Resource Commission of the City of Atwater reviewed Lot Line Adjustment No. 18-11 as submitted by Northstar Engineering Group, Inc, requesting to adjust lot lines between APN's 005-481-002 and APN 005-070-023.

WHEREAS, this project is categorically exempt under the provisions of the California Environmental Quality Act (CEQA) Section 15305(a); and,

WHEREAS, Section 66415(d) on the Subdivision Map Act provides that a local agency may approve lot line adjustments; and,

WHEREAS, person(s) spoke in favor of the amendment, person(s) spoke in opposition of the amendment, and written comment(s) have been submitted either in opposition or in favor of the project; and,

WHEREAS, the site can accommodate the proposed use and not have a detrimental effect on the health, safety, and welfare of the neighborhood nor have any adverse effect on the community; and,

WHEREAS, said application was reviewed by the Community Development and Resource Commission of the City of Atwater on September 19, 2018, during a Public Hearing being duly noticed and advertised in accordance with the requirements of the Atwater Municipal Coded; and,

NOW THEREFORE BE IT RESOLVED, by the Community Development and Resource Commission of the City of Atwater that Lot Line Adjustment No. 071-18, as shown on the Merced County Records and identified on the attached Exhibits, is hereby approved and request the City Clerk to execute the certification of compliance.

**BE IT FURTHER RESOLVED**, that the **Community Development and Resource Commission** of the City of Atwater does hereby approve Lot Line Adjustment 18-1 subject to the following conditions:

1. That the applicant shall prepare and submit all necessary legal documentation for each lot prior to recordation of this property line adjustment; and
2. That the applicant shall recalculate the area for the lots involved and provide an accurate legal description for each lot prior to and after lot line adjustment.
3. That the applicant shall pay all the necessary fees for recordation and transfer of parcel subsequent to the Planning Commission action.
4. The applicant or applicant's successor in interest shall indemnify and defend and hold harmless the City of Atwater, its agents, officers and employees from any and all claims, actions, or proceedings against the City of Atwater, its agents, officer and employees to attack, set aside, void or annul any approval by the City of Atwater and its advisory agency appeal board or legislative body concerning this application, which action is brought within applicable statutes of limitation. The City of Atwater shall promptly notify the applicant or applicant's successor in interest of any claim or proceedings and shall cooperate fully in the defense. If the city fails to do so, the applicant or applicants successor in interest shall not thereafter be responsible to defend, indemnify or hold the City harmless. This condition may be placed on any plans or other documents pertaining to this application.

The foregoing resolution is hereby adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**AYES:**  
**NOES:**  
**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**GARY BRICE, CHAIRMAN**

**ATTEST:**

\_\_\_\_\_

**ACTING SECRETARY**

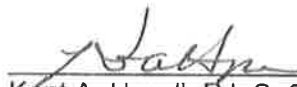
**EXHIBIT "A"**  
**EXISTING PARCELS**

**EXISTING PARCEL 1**

Being all of Parcel B, as shown on that certain Parcel Map recorded May 10, 2005 in Book 99 of Parcel Maps, at Page 6, Merced County Records.

**EXISTING PARCEL 2**

Being all of Lot C, as shown on that certain Map entitled "Meadow View Estates" recorded January 23, 2006 in Book 72 of Official Plats, at Page 27, Merced County Records.

  
\_\_\_\_\_  
Kent A. Hysell, P.L.S. 6953



**EXHIBIT "B"**  
**ADJUSTED PARCELS**

**ADJUSTED PARCEL 1**

Being all of Parcel B, as shown on that certain Parcel Map recorded May 10, 2005 in Book 99 of Parcel Maps, at Page 6, Merced County Records.

Excepting therefrom that portion of said Parcel B described as follows:

BEGINNING at a point on the South line of said Parcel B, said point also being the Northwest corner of Lot C, as shown on that certain Map entitled "Meadow View Estates" recorded January 23, 2006 in Book 72 of Official Plats, at Page 27, Merced County Records, thence along the said South line of Parcel B, North 89°45'09" East 100 feet to the Northeast corner of said Lot C; thence leaving said South line of Parcel B, North 00°14'51" West 9.10 feet; thence South 89°45'09" West 100.00 feet; thence South 00°14'51" East 9.10 feet to the POINT OF BEGINNING.

**ADJUSTED PARCEL 2**

Being all of Lot C, as shown on that certain Map entitled "Meadow View Estates" recorded January 23, 2006 in Book 72 of Official Plats, at Page 27, Merced County Records.

Together with that portion of Parcel B, as shown on that certain Parcel Map recorded May 10, 2005 in Book 99 of Parcel Maps, at Page 6, Merced County Records, described as follows:

BEGINNING at a point on the South line of said Parcel B, said point also being the Northwest corner of said Lot C, thence along the said South line of Parcel B, North 89°45'09" East 100 feet to the Northeast corner of said Lot C; thence leaving said South line of Parcel B, North 00°14'51" West 9.10 feet; thence South 89°45'09" West 100.00 feet; thence South 00°14'51" East 9.10 feet to the POINT OF BEGINNING.

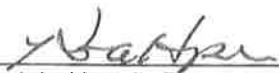
  
\_\_\_\_\_  
Kent A. Hysell, P.L.S. 6953



EXHIBIT "C"

LLA Closure.txt

-----  
Parcel name: Adjusted Parcel 1

North: 1953132.9510	East : 6540476.3531
Line Course: N 89-45-09 E	Length: 324.57
North: 1953134.3531	East : 6540800.9200
Line Course: N 00-36-01 E	Length: 70.02
North: 1953204.3692	East : 6540801.6536
Line Course: N 89-45-34 E	Length: 654.71
North: 1953207.1180	East : 6541456.3578
Line Course: S 51-58-35 E	Length: 839.68
North: 1952689.8868	East : 6542117.8216
Line Course: S 89-45-09 W	Length: 1527.80
North: 1952683.2872	East : 6540590.0359
Line Course: N 00-14-51 W	Length: 9.10
North: 1952692.3871	East : 6540589.9965
Line Course: S 89-45-09 W	Length: 100.00
North: 1952691.9551	East : 6540489.9975
Line Course: S 00-14-51 E	Length: 9.10
North: 1952682.8552	East : 6540490.0368
Line Course: S 89-45-09 W	Length: 18.62
North: 1952682.7748	East : 6540471.4170
Line Course: N 00-37-38 E	Length: 450.19
North: 1953132.9378	East : 6540476.3451

Perimeter: 4003.79 Area: 659,193 sq. ft. 15.13 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0154 Course: S 30-50-00 W  
Error North: -0.01325 East : -0.00791  
Precision 1: 259,986.36

-----  
Parcel name: Adjusted Parcel 2

North: 1952691.9673	East : 6540490.0019
Line Course: S 00-14-51 E	Length: 47.60
North: 1952644.3677	East : 6540490.2075
Curve Length: 35.80	Radius: 530.00
Delta: 3-52-11	Tangent: 17.90
Chord: 35.79	Course: S 66-20-25 E
Course In: S 21-43-29 W	Course Out: N 25-35-40 E
RP North: 1952152.0121	East : 6540294.0293
End North: 1952630.0055	East : 6540522.9884
Curve Length: 51.25	Radius: 470.00
Delta: 6-14-52	Tangent: 25.65
Chord: 51.23	Course: S 67-31-46 E
Course In: N 25-35-40 E	Course Out: S 19-20-48 W
RP North: 1953053.8865	East : 6540726.0276
End North: 1952610.4267	East : 6540570.3246
Line Course: N 54-32-59 E	Length: 24.51
North: 1952624.6424	East : 6540590.2909
Line Course: N 00-14-51 W	Length: 67.75
North: 1952692.3918	East : 6540589.9983
Line Course: S 89-45-09 W	Length: 100.00
North: 1952691.9598	East : 6540489.9992

Perimeter: 326.91 Area: 6,711 sq. ft. 0.15 acres

LLA Closure.txt

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0080 Course: S 20-09-54 W  
Error North: -0.00747 East : -0.00274  
Precision 1: 40,863.75

---

Parcel name: Existing Parcel 1

North: 1953132.9510 East : 6540476.3531  
Line Course: N 89-45-09 E Length: 324.57  
North: 1953134.3531 East : 6540800.9200  
Line Course: N 00-36-01 E Length: 70.02  
North: 1953204.3692 East : 6540801.6536  
Line Course: N 89-45-34 E Length: 654.71  
North: 1953207.1180 East : 6541456.3578  
Line Course: S 51-58-35 E Length: 839.68  
North: 1952689.8868 East : 6542117.8216  
Line Course: S 89-45-09 W Length: 1646.41  
North: 1952682.7748 East : 6540471.4270  
Line Course: N 00-37-38 E Length: 450.19  
North: 1953132.9378 East : 6540476.3551

Perimeter: 3985.59 Area: 660,103 sq. ft. 15.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0134 Course: S 08-58-59 E  
Error North: -0.01321 East : 0.00209  
Precision 1: 297,431.34

---

Parcel name: Existing Parcel 2

North: 1952682.8674 East : 6540490.0412  
Line Course: S 00-14-51 E Length: 38.50  
North: 1952644.3677 East : 6540490.2075  
Curve Length: 35.80 Radius: 530.00  
Delta: 3-52-11 Tangent: 17.90  
Chord: 35.79 Course: S 66-20-25 E  
Course In: S 21-43-29 W Course Out: N 25-35-40 E  
RP North: 1952152.0121 East : 6540294.0293  
End North: 1952630.0055 East : 6540522.9884  
Curve Length: 51.25 Radius: 470.00  
Delta: 6-14-52 Tangent: 25.65  
Chord: 51.23 Course: S 67-31-46 E  
Course In: N 25-35-40 E Course Out: S 19-20-48 W  
RP North: 1953053.8865 East : 6540726.0276  
End North: 1952610.4267 East : 6540570.3246  
Line Course: N 54-32-59 E Length: 24.51  
North: 1952624.6424 East : 6540590.2909  
Line Course: N 00-14-51 W Length: 58.65  
North: 1952683.2919 East : 6540590.0375  
Line Course: S 89-45-09 W Length: 100.00  
North: 1952682.8599 East : 6540490.0385

Perimeter: 308.71 Area: 5,801 sq. ft. 0.13 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0080 Course: S 20-09-54 W  
Page 2



Error North: -0.00747  
Precision 1: 38,588.75

LLA Closure.txt  
East : -0.00274

---

Parcel name: Transfer Parcel

North: 1952682.8674      East : 6540490.0412  
Line Course: N 89-45-09 E    Length: 100.00  
          North: 1952683.2993      East : 6540590.0403  
Line Course: N 00-14-51 W    Length: 9.10  
          North: 1952692.3993      East : 6540590.0010  
Line Course: S 89-45-09 W    Length: 100.00  
          North: 1952691.9673      East : 6540490.0019  
Line Course: S 00-14-51 E    Length: 9.10  
          North: 1952682.8674      East : 6540490.0412

Perimeter: 218.20    Area: 910 sq. ft. 0.02 acres

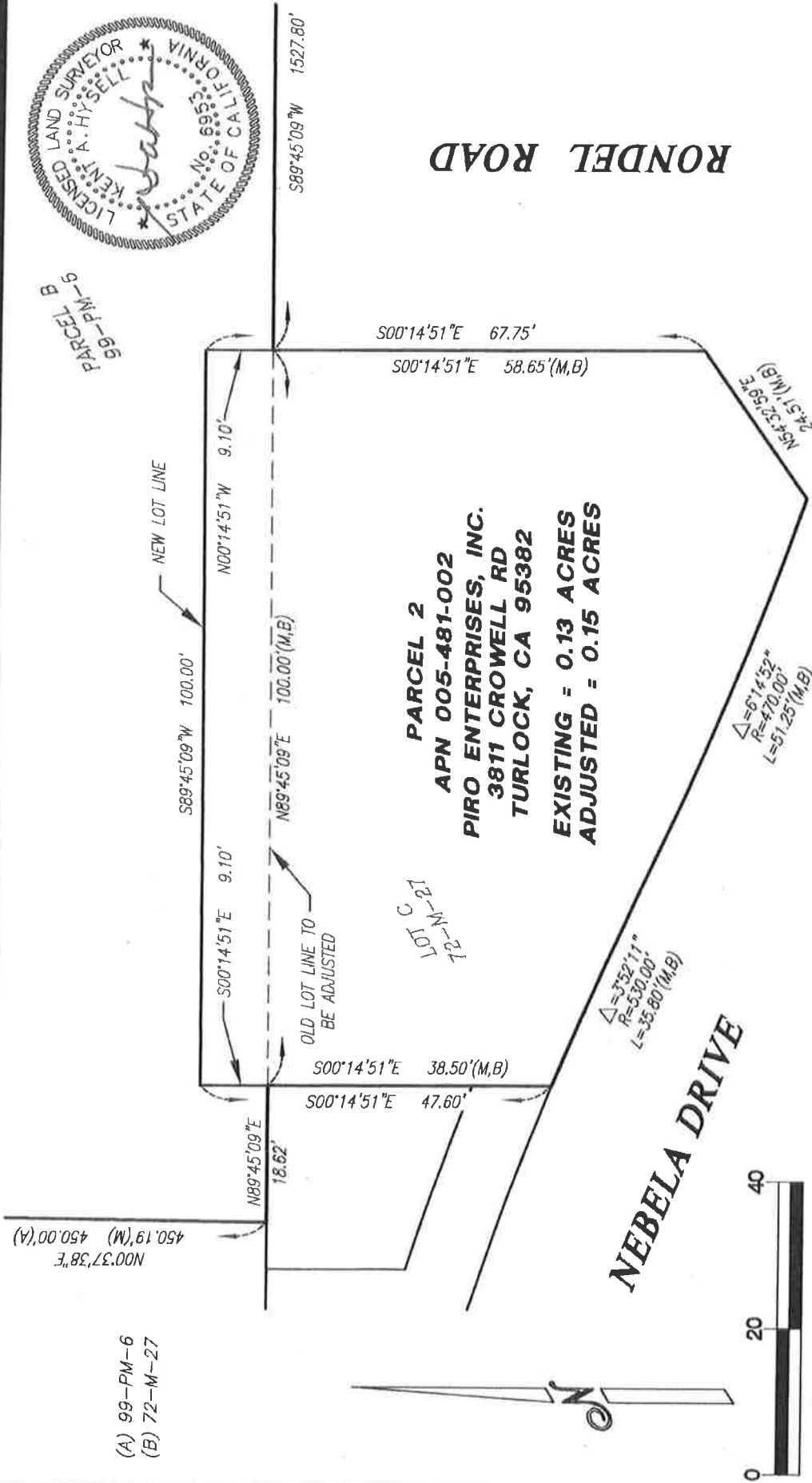
Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0000      Course: S 90-00-00 E  
          Error North: 0.00000      East : 0.00000  
Precision 1: 218,200,000.00





PARCEL B  
99-PM-5

(A) 99-PM-6  
(B) 72-M-27



SHEET 2 OF 2

**North Star**  
**Engineering Group, Inc.**  
 • CIVIL ENGINEERING • SURVEYING • PLANNING •  
 620 12th Street Modesto, CA 95354  
 (209) 524-3525 Phone (209) 524-3526 Fax

**EXHIBIT 'D'**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
 LYING IN A PORTION OF SECTION 5,  
 TOWNSHIP 7 SOUTH, RANGE 13 EAST,  
 MOUNT DIABLO MERIDIAN.  
 CITY OF ATWATER, MERCED COUNTY, STATE OF CALIFORNIA

JOB NO:	J04-193
SCALE:	AS SHOWN
DR BY:	TM
FILE:	04-193-lia.dwg
DATE:	06/29/18



**B.N. & S.F. SANTA FE DRIVE**

S51°58'35"E 839.68' (M) 839.71'(A)

N89°45'34"E 654.71'(M,A)

N00°36'01"E  
70.02'(M)  
70.06'(A)

**PARCEL 1**  
APN 005-070-023  
**PIRO ENTERPRISES, INC.**  
3811 CROWELL RD  
TURLOCK, CA 95382  
**EXISTING = 15.15 ACRES**  
**ADJUSTED = 15.13 ACRES**

S89°45'09"W 1646.41'(M,A)

S89°45'09"W 1527.80'  
MEADOW VIEW ESTATES 11 12  
72-M-27

**NEBELA DRIVE**

LOT B

21

20

19

18

17

16

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14

13

52

51

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LOT C

3

2

4

CASTLE PARK  
APN 005-070-001

N00°37'38"E 450.19'(M) 450.00'(A)

N89°45'09"E 324.57'(M) 324.62'(A)  
PARCEL A  
99-PM-5

PARCEL B  
99-PM-3

SEE DETAIL "A"  
SHEET 2

PARCEL 2  
107-PM-28



SCALE: 1" = 200'

(A) 99-PM-6  
(B) 72-M-27

SHEET 1 OF 2

**North Star Engineering Group, Inc.**  
• CIVIL ENGINEERING • SURVEYING • PLANNING •  
620 12th Street Modesto, CA 95354  
(209) 524-3525 Phone (209) 524-3526 Fax

**EXHIBIT "D"**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
LYING IN A PORTION OF SECTION 5,  
TOWNSHIP 7 SOUTH, RANGE 13 EAST,  
MOUNT DIABLO MERIDIAN.  
CITY OF ATWATER, MERCED COUNTY, STATE OF CALIFORNIA

JOB NO: J04-193  
SCALE: AS SHOWN  
DR BY: TM  
FILE: 04-193-lla.dwg  
DATE: 06/29/18

# PIRO ENTERPRISES

EXHIBIT "E"

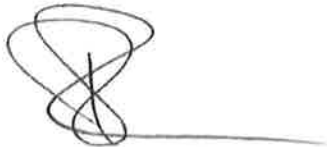
8-1-18

City of Atwater  
Community Development Department  
Planning Division  
750 Bellevue Road  
Atwater, CA 95301

To Whom It May Concern:

Regarding the Lot Line Adjustment between Existing Parcel 1 and Existing Parcel 2, Piro Enterprises Inc. is the owner of both properties. This letter will serve as our authorization and approval to proceed with the Lot Line Adjustment.

If you have any questions, feel free to contact us.



Ramson Piro  
President/CEO  
Piro Enterprises, Inc.

**PRELIMINARY REPORT**

Order No.: 236233  
Your File No.:  
Buyer/Borrower Name: To Be Determined  
Seller Name: Piro Enterprises Inc.

Property Address: APN 005-070-023-000, Merced, CA 95341

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B 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 Limits 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.

**NOTE: Attached to this Preliminary Report for review and acceptance is Stewart Title's Affiliated Business Arrangement Disclosure Statement and the STG Privacy Notice for Stewart Title Companies, consumer must sign and return, prior to recording, Stewart Title's document entitled Acknowledgment of Receipt, Understanding and Approval of Preliminary Report, Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies.**

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 thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance a binder or commitment should be requested.

Dated as of May 22, 2018 at 7:30AM

**When replying, please contact:** Patti Utz, Escrow Officer

Stewart Title of California, Inc.  
2030 W Monte Vista Ave,  
Turlock, CA 95382  
(209) 632-2341

## **PRELIMINARY REPORT**

**The form of Policy of Title Insurance contemplated by this report is:**

- CLTA Standard Coverage Policy
- CLTA/ALTA Homeowners Policy
- 2006 ALTA Owner's Policy
- 2006 ALTA Loan Policy
- ALTA Short Form Residential Loan Policy
- 

## **SCHEDULE A**

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

**FEE**

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

Piro Enterprises, Inc., a California Corporation

## LEGAL DESCRIPTION

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

Parcel B, as shown on that certain Parcel Map for Castle Park Mini-Storage, recorded May 10, 2005, in Book 99 of Parcel Maps, Pages 5 and 6, Merced County Records.

Excepting therefrom all minerals, without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, without the right of surface entry, as reserved in the Deed from The Atchison, Topeka and Santa Fe Railway Company, a Delaware Corporation, recorded June 11, 1985 as Series No. 12979 in Book 2488 of Official Records, Page 134, Merced County Records.

APN: 005-070-023-000

(End of Legal Description)

### MAP

THE MAP CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

## SCHEDULE B

**At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:**

**Taxes:**

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2018 - 2019.
- B. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
- C. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
- D. Taxes and assessments levied by the Merced Irrigation District.

**Exceptions:**

1. Rights of way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
2. An easement for access and rights incidental thereto in favor of P.G. & E as set forth in a document recorded May 1, 1962, in Book 1569 Page 649 of Official Records, affects a 60' strip as shown on said document.  
  
And as shown on said Parcel Map.
3. Rights incidental to the ownership and development of the mineral interest excepted or reserved in the document, recorded June 11, 1985 in Volume 2488 Page 134 as Instrument 12979 of Official Records
4. An easement for ingress and egress and rights incidental thereto in favor of Clifford C. Gordon and Alice C. Gordon, husband and wife as set forth in a document recorded June 27, 1985, as Instrument No. 14383, in Book 2490 Page 816 of Official Records, affects a 20.00 foot strip as shown on said document.  
  
And as shown on said Parcel Map
5. Any boundary discrepancies or rights which may exist by reason of a Map of Survey recorded October 16, 1985 in Book 21 Page 28 of Licensed Surveyor Plats and Map of Survey recorded May 5, 1999 in Book 36 Page 42-43 of Licensed Surveyor Plats.
6. The matters contained in an instrument entitled Non-Exclusive Pipeline License Agreement dated January 20, 1998, by and between GST Telecom Inc., a corporation and Merced Irrigation District, an irrigation district upon the terms therein provided recorded January 23, 1998, as Instrument No. 2447, in Volume 3678 Page 701 of Official Records.  
  
Reference is made to said document for full particulars.
7. The matters contained in an instrument entitled Conditional Certificate of Compliance dated November 20, 1998, executed by City of Atwater upon the terms therein provided recorded



December 10, 1998, as Instrument No. 44662, in Volume 3807, Page 576, of Official Records.

Reference is made to said document for full particulars.

Among other things, said document provides for:

The existing 20.00 foot wide ingress/egress easement, Volume 2490 Page 816 of Official Records is adequate for Adjusted Parcel 2 in its undeveloped state and the above referenced ingress/egress easement will not be adequate for Adjusted Parcel 2 in the developed state.

It is made a condition of this Lot Line Adjustment that at issuance of a permit for development, the owner shall provide evidence of access as may be required by the City of Atwater to meet the City's requirements for said development permit.

8. An easement for temporary groundwater response easement, temporary road easement for environmental response, temporary work area easement and temporary road easement for environmental response and rights incidental thereto in favor of United States of America as set forth in a document recorded June 14, 2000, as Instrument No. 19678, in Book 4017, Page 837, of Official Records, affects portion of said land.
9. The matters contained in an instrument entitled "Easement Deed" dated June 8, 2000, by and between Castle Park Mini Storage and United States of America in the amount of \$15,267.00 upon the terms therein provided recorded June 14, 2000 in Book 4017 Page 837 as Instrument 19678 of Official Records.
10. The following recital contained on said Parcel Map

Note #1: Parcel "A" to retain a "Temporary Drainage Basin Easement" over the existing basin and a 15' drainage easement on the South line of Parcel "B" until such time as alternate facilities meeting the approval of the owner of Parcel "A" and The City of Atwater are available.

An Easement – Grant Deed dated June 12 2006 executed by Castle park Mini-Storage, a general partnership to Piro Enterprises, Inc. recorded June 30, 2006 as Instrument 2006-046501 of Official Records.

Which recites: "All rights and interest in that certain temporary drainage basin and the 15 foot temporary drainage easement as shown and disclosed on Parcel B of that certain Parcel Map recorded May 10, 2005 in Book 99 of Parcel Maps, Pages 5 and 6, Merced County Records."

11. An easement or other provisions for the purpose of existing temporary drainage easement and rights incidental thereto as shown on the recorded Map of Castle Park Mini-Storage, filed on May 10, 2005, in Book 99, Pages 5 and 6 of Parcel Maps, which affects those portions as shown on said Parcel Map.
12. Recitals contained on the recorded Parcel Map  
  
Reference is made to said Map for full particulars.
13. An easement for drain all storm water and to detain/retain storm drainage water and rights incidental thereto in favor of Castle Park Mini-Storage, a General Partnership as set forth in a document recorded June 17, 2005 as Instrument No. 2005-045608 of Official Records, affects portions as described on said document.
14. The matters contained in an instrument entitled Castle Park Mini-Storage Drainage Agreement dated June 16, 2005, by and between Merced Irrigation District Drainage Improvement District No. 1 and Castle Park Mini-Storage, a Partnership upon the terms therein provided recorded June 17, 2005, as Instrument No. 2005-045688 of Official Records.

Affects: The herein described land and other land.

Reference is made to said document for full particulars.

15. The matters contained in an instrument entitled Memorandum of Drainage Agreement dated June 16, 2005, by and between Merced Irrigation District Drainage Improvement District No. 1 and Castle Park Mini Storage, a Partnership upon the terms therein provided recorded June 17, 2005 as Instrument No. 2005-045689 of Official Records.

Affects: The herein described land and other land.

Reference is made to said document for full particulars.

16. The matters contained in an instrument entitled Agreement Creating Lien Upon Real Estate dated June 16, 2005, by and between Merced Irrigation District Drainage Improvement District No. 1 and Castle Park Mini-Storage, a Partnership upon the terms therein provided recorded June 17, 2005 as Instrument No. 2005-045690 of Official Records.

Affects: The herein described land and other land.

Reference is made to said document for full particulars.

17. An easement for the purposes of public utilities and rights incidental thereto as Granted in the Quitclaim Deed, from Castle Park Mini-Storage, a Partnership, as grantor, to Piro Enterprises Inc., a California Corporation, as grantee, recorded June 17, 2005, as Instrument No. 2005-045611, of Official Records, which affects said land.
18. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review.
19. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company or by inquiry of the parties in possession thereof.
20. Any rights of the parties in possession of said land, based on an unrecorded lease, or leases, as disclosed by an inspection. This Company will require that a full copy of any unrecorded lease be submitted to us, together with all supplements, assignments and amendments, before issuing any policy of title insurance.
21. If the policy to be issued requires priority insurance, over mechanic's liens and work has or is to be commenced prior to recording, this company will require a sufficient and approved indemnity agreement from the owner/trustor. To help avoid delays in your transaction, we should receive all pertinent information at least 5 working days prior to the close of escrow. Should you have any questions or need any additional information, please contact your title officer.
22. This Company will require the following documents, in order to insure a conveyance or encumbrance by the corporation or unincorporated association named below:  
  
Entity: Piro Enterprises, Inc., a California Corporation
  - (a) A copy of the corporation By-Laws or Articles.
  - (b) An original or certified copy of the Resolution authorizing the subject transaction.
  - (c) If the Articles or By-Laws require approval by a "parent" organization, we will also require a copy of those By-Laws or Articles.
  - (d) If an unincorporated association, a statement pursuant to applicable law.

23. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

(End of Exceptions)

## NOTES AND REQUIREMENTS

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

- A. NOTE: For Information Purposes Only, Vesting on Schedule A per Document No. 2005-045607.
- B. Property taxes for the fiscal year 2017 - 2018 shown below are paid. For proration purposes the amounts are:
- |                 |               |
|-----------------|---------------|
| 1st Installment | : \$2,782.25  |
| 2nd Installment | : \$2,782.25  |
| Parcel No.      | : 005-070-023 |
| Code Area       | : 001-000     |
- C. 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

This report is preparatory to the issuance of an ALTA loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA Endorsement Forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA Endorsement Form 116 or 116.2, if applicable will reference a(n) Vacant Land, known as APN 005-070-023-000, Merced, California.

The charge for a policy of title insurance, when issued through this title order, will be based on the Residential Rate.

The map attached, if any, may or may not be a survey of the land depicted hereon. Stewart Title 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.

A Preliminary Change of Ownership Report must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. The Preliminary Change of Ownership Report should be submitted to the recorder concurrent with the recordation of any document effecting a change of ownership. If a document evidencing a change of ownership (i.e. Deed, Affidavit-Death Joint Tenant) is presented to the recorder for recording without a preliminary change of ownership report, the recorder may charge an additional \$20.00

If your property is in San Francisco, it is the requirement of the City and County of San Francisco that a Transfer Tax affidavit to be completed and signed by the Grantor for each deed submitted for recording. This is an addition to a Preliminary Change of Ownership Report.

In addition to County Transfer Tax, any conveyance of the herein described property may be subject to a City Transfer and/or Conveyance Tax, as follows.

Alameda	\$12.00 per thousand
Albany	\$11.50 per thousand
Berkeley	\$15.00 per thousand

Culver City	\$4.50 per thousand
Emeryville	\$12.00 per thousand
Hayward	\$4.50 per thousand
Los Angeles	\$4.50 per thousand
Mountain View	\$3.30 per thousand
Oakland	\$15.00 per thousand
Palo Alto	\$3.30 per thousand
Petaluma	\$2.00 per thousand
Piedmont	\$13.00 per thousand
Pomona	\$2.20 per thousand
Redondo Beach	\$2.20 per thousand
Richmond	\$7.00 per thousand
Riverside	\$1.10 per thousand
Sacramento	\$2.75 per thousand
San Leandro	\$6.00 per thousand
City and County of San Francisco	Up to \$250,000 = \$5.00 per thousand \$250,000 to \$1,000,000 = \$6.80 per thousand \$1,000,000 to \$5,000,000 = \$7.50 per thousand \$5,000,000 to 10,000,000 = \$20.00 per thousand Above \$10,000,000 = \$25.00 per thousand (Do not add the additional \$1.10 for County Tax, it is included)
San Jose	\$3.30 per thousand
San Mateo	\$5.00 per thousand
San Rafael	\$2.00 per thousand
Santa Monica	\$3.00 per thousand
Santa Rosa	\$2.00 per thousand
Vallejo	\$3.30 per thousand
Woodland	\$1.10 per thousand

Additional Requirements for "Short Sale" Transactions in which a lender will accept less than the outstanding balance of its loan as full satisfaction of the obligation:

The Company will require, prior to the issuance of a policy of title insurance, evidence that the first-position trust deed holder has received and acknowledged all payments to be made to subordinate-position lien holders, regardless of whether such payments are to be made from proceeds or from contributions by real estate brokers and/or buyers in the subject transaction, or from other third-party sources. Evidence shall include but not be limited to: (a) a written demand from the first-position trust deed holder acknowledging and approving payments to subordinate-position lien holders from proceeds and otherwise; or (b) a supplemental letter or amended demand from the first-position lien holder acknowledging payments to be made to subordinate lien holders from sources other than proceeds (including broker commissions and additional buyer deposits).

## **CALIFORNIA "GOOD FUNDS" LAW**

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Order No.: 236233  
Escrow No.: 236233

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

Parcel B, as shown on that certain Parcel Map for Castle Park Mini-Storage, recorded May 10, 2005, in Book 99 of Parcel Maps, Pages 5 and 6, Merced County Records.

Excepting therefrom all minerals, without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, without the right of surface entry, as reserved in the Deed from The Atchison, Topeka and Santa Fe Railway Company, a Delaware Corporation, recorded June 11, 1985 as Series No. 12979 in Book 2488 of Official Records, Page 134, Merced County Records.

APN: 005-070-023-000

(End of Legal Description)

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: June 22, 2018

File No.: 236233

Property: APN 005-070-023-000, Merced, CA 95341

From: Stewart Title of California, Inc.

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California, Inc.. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<b><i>Stewart Insurance Settlement Service</i></b>	<b><i>Charge or range of charges</i></b>
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50



**FOR TRANSACTIONS WHERE STEWART TITLE OF CALIFORNIA, INC.  
IS NOT CLOSING ESCROW**

STCA Order Number: 236233  
Subject Property Address: APN 005-070-023-000, Merced, CA 95341  
Subject Property APN: 005-070-023-000

**ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING  
AND APPROVAL OF "AFFILIATED BUSINESS  
ARRANGEMENT DISCLOSURE STATEMENT" AND  
"STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"**

The undersigned hereby acknowledge that I/we have received, read, understand and approve Stewart Title of California, Inc.'s "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 6/22/2018.

\_\_\_\_\_  
To Be Determined

Piro Enterprises Inc.

By: \_\_\_\_\_

Exhibit A (Revised 06-03-11)

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990  
EXCLUSIONS FROM COVERAGE**

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

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

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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

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

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**  
**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**  
**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;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division;
  - 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 appear 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.

**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. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
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

## 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) which 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, which are 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are 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 that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

File No.: 236233

## AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

File No.: 236233

## Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

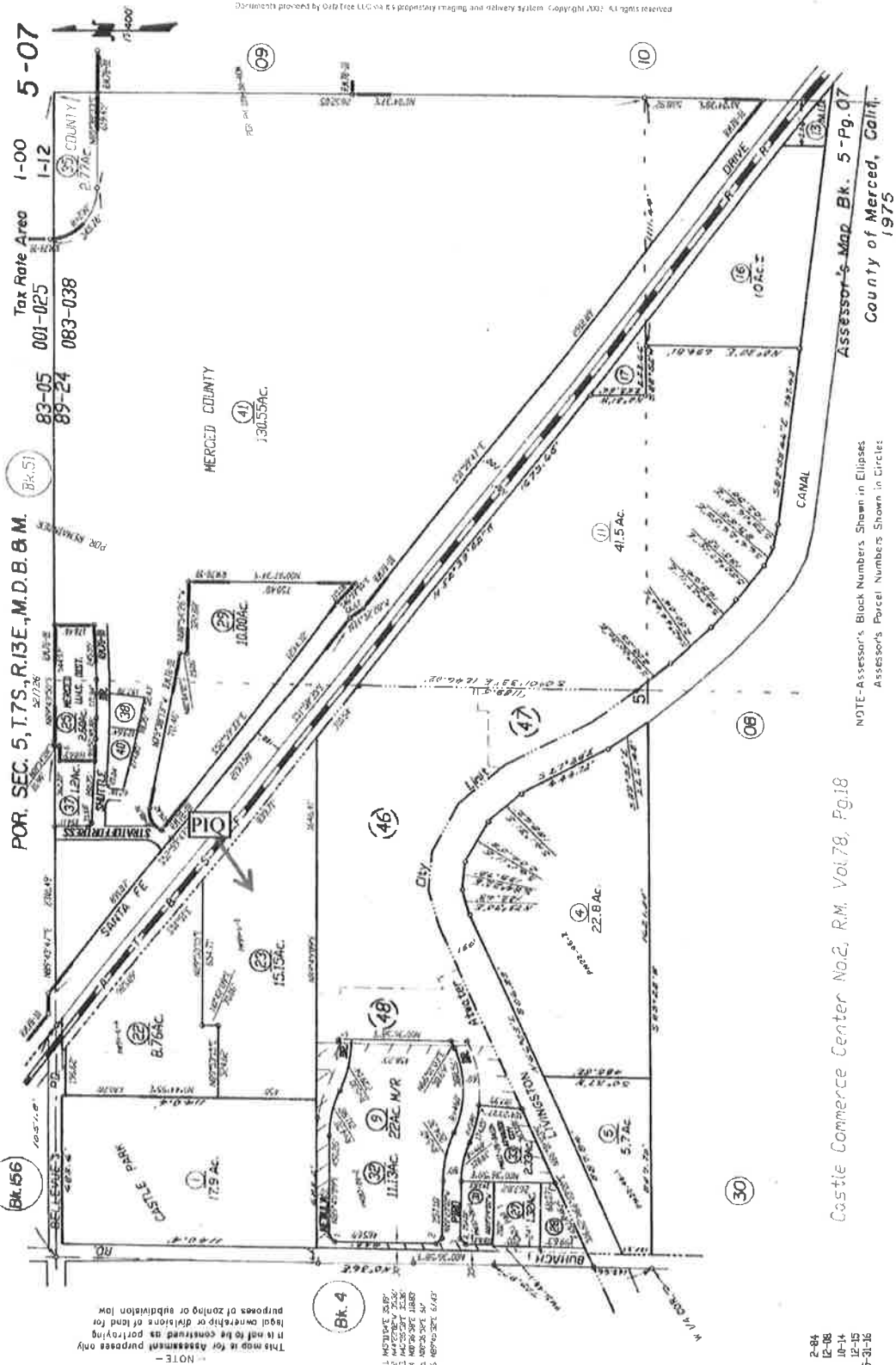
We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

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**PRELIMINARY REPORT**

Order No.: 236512  
Your File No.:  
Buyer/Borrower Name: To Be Determined  
Seller Name: Piro Enterprises Inc.

Property Address: 2009 Nebela Drive, Atwater, CA 95301

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B 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 Limits 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.

**NOTE: Attached to this Preliminary Report for review and acceptance is Stewart Title's Affiliated Business Arrangement Disclosure Statement and the STG Privacy Notice for Stewart Title Companies, consumer must sign and return, prior to recording, Stewart Title's document entitled Acknowledgment of Receipt, Understanding and Approval of Preliminary Report, Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies.**

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 thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance a binder or commitment should be requested.

Dated as of May 22, 2018 at 7:30AM

**When replying, please contact:** Patti Utz, Escrow Officer

Stewart Title of California, Inc.  
2030 W Monte Vista Ave,  
Turlock, CA 95382  
(209) 632-2341

## PRELIMINARY REPORT

**The form of Policy of Title Insurance contemplated by this report is:**

- CLTA Standard Coverage Policy
- CLTA/ALTA Homeowners Policy
- 2006 ALTA Owner's Policy
- 2006 ALTA Loan Policy
- ALTA Short Form Residential Loan Policy
- 

## SCHEDULE A

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

FEE

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

Piro Enterprises, Inc

## LEGAL DESCRIPTION

**The land referred to herein is situated in the State of California, County of Merced Unincorporated Area and described as follows:**

Lot C of Meadow View Estates, as per Map recorded on January 23, 2006 in Book 72, Pages 27-32, Official Records of Merced County.

APN: 005-481-002-000

(End of Legal Description)

### MAP

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

## SCHEDULE B

**At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:**

**Taxes:**

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2018 - 2019.
- B. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
- C. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

**Exceptions:**

- 1. An easement or other provisions for the purpose of public utilities, tree planting and rights incidental thereto as shown on the recorded Map of Meadow View Estates, filed on January 23, 2006, in Book 72, Pages 27-32 of Maps, which affects as shown on said Map.
- 2. The matters contained in an instrument entitled "Subdivision Drainage Agreement", dated October 13, 2005, by and between Merced Irrigation District and Ramson Piro upon the terms therein provided recorded October 20, 2005, as Instrument No. 2005-084209, of Official Records.

Reference is made to said document for full particulars.

- 3. The matters contained in an instrument entitled "Memorandum of Drainage Agreement", dated October 13, 2005, by and between Merced Irrigation District and Ramson Piro upon the terms therein provided recorded October 20, 2005, as Instrument No. 2005-084210, of Official Records.

Among other things, said document provides for one time "hook up" fee of \$205 due upon first transfer.

Reference is made to said document for full particulars.

- 4. The matters contained in an instrument entitled "Agreement Creating Lien Upon Real Estate", dated October 13, 2005, by and between Merced Irrigation District and Ramson Piro upon the terms therein provided recorded October 20, 2005, as Instrument No. 2005-084211, of Official Records.

Among other things, said document provides for one time "hook up" fee of \$205 due upon first transfer.

Reference is made to said document for full particulars.

- 5. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review.

6. This Company will require the following documents, in order to insure a conveyance or encumbrance by the corporation or unincorporated association named below:

Entity: Piro Enterprises, Inc.

- (a) A copy of the corporation By-Laws or Articles.
  - (b) An original or certified copy of the Resolution authorizing the subject transaction.
  - (c) If the Articles or By-Laws require approval by a "parent" organization, we will also require a copy of those By-Laws or Articles.
  - (d) If an unincorporated association, a statement pursuant to applicable law.
7. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company or by inquiry of the parties in possession thereof.
  8. Any rights of the parties in possession of said land, based on an unrecorded lease, or leases, as disclosed by an inspection. This Company will require that a full copy of any unrecorded lease be submitted to us, together with all supplements, assignments and amendments, before issuing any policy of title insurance.
  9. If the policy to be issued requires priority insurance, over mechanic's liens and work has or is to be commenced prior to recording, this company will require a sufficient and approved indemnity agreement from the owner/trustor. To help avoid delays in your transaction, we should receive all pertinent information at least 5 working days prior to the close of escrow. Should you have any questions or need any additional information, please contact your title officer.

(End of Exceptions)

## NOTES AND REQUIREMENTS

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

- A. NOTE: For Information Purposes Only, Vesting on Schedule A per Document No. 2017005879.
- B. Property taxes for the fiscal year 2017 - 2018 shown below are paid. For proration purposes the amounts are:
  - 1st Installment: \$254.05
  - 2nd Installment: \$254.05
  - Parcel No.: 005-481-002
  - Code Area: 001-025
- C. 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:

Beverly J. Hancock, surviving spouse, as Grantor and Piro Enterprises, Inc, as Grantee, recorded: February 22, 2017, as Instrument No. 2017005879, of Official Records.

This report is preparatory to the issuance of an ALTA loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA Endorsement Forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA Endorsement Form 116 or 116.2, if applicable will reference a(n) Vacant Land known as, 2009 Nebela Drive, Atwater, California.

The charge for a policy of title insurance, when issued through this title order, will be based on the Residential Rate.

The map attached, if any, may or may not be a survey of the land depicted hereon. Stewart Title 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.

A Preliminary Change of Ownership Report must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. The Preliminary Change of Ownership Report should be submitted to the recorder concurrent with the recordation of any document effecting a change of ownership. If a document evidencing a change of ownership (i.e. Deed, Affidavit-Death Joint Tenant) is presented to the recorder for recording without a preliminary change of ownership report, the recorder may charge an additional \$20.00

If your property is in San Francisco, it is the requirement of the City and County of San Francisco that a Transfer Tax affidavit to be completed and signed by the Grantor for each deed submitted for recording. This is an addition to a Preliminary Change of Ownership Report.

In addition to County Transfer Tax, any conveyance of the herein described property may be subject to a City Transfer and/or Conveyance Tax, as follows.

Alameda	\$12.00 per thousand
Albany	\$11.50 per thousand

Berkeley	\$15.00 per thousand
Culver City	\$4.50 per thousand
Emeryville	\$12.00 per thousand
Hayward	\$4.50 per thousand
Los Angeles	\$4.50 per thousand
Mountain View	\$3.30 per thousand
Oakland	\$15.00 per thousand
Palo Alto	\$3.30 per thousand
Petaluma	\$2.00 per thousand
Piedmont	\$13.00 per thousand
Pomona	\$2.20 per thousand
Redondo Beach	\$2.20 per thousand
Richmond	\$7.00 per thousand
Riverside	\$1.10 per thousand
Sacramento	\$2.75 per thousand
San Leandro	\$6.00 per thousand
City and County of San Francisco	Up to \$250,000 = \$5.00 per thousand \$250,000 to \$1,000,000 = \$6.80 per thousand \$1,000,000 to \$5,000,000 = \$7.50 per thousand \$5,000,000 to 10,000,000 = \$20.00 per thousand Above \$10,000,000 = \$25.00 per thousand (Do not add the additional \$1.10 for County Tax, it is included)
San Jose	\$3.30 per thousand
San Mateo	\$5.00 per thousand
San Rafael	\$2.00 per thousand
Santa Monica	\$3.00 per thousand
Santa Rosa	\$2.00 per thousand
Vallejo	\$3.30 per thousand
Woodland	\$1.10 per thousand

Additional Requirements for "Short Sale" Transactions in which a lender will accept less than the outstanding balance of its loan as full satisfaction of the obligation:

The Company will require, prior to the issuance of a policy of title insurance, evidence that the first-position trust deed holder has received and acknowledged all payments to be made to subordinate-position lien holders, regardless of whether such payments are to be made from proceeds or from contributions by real estate brokers and/or buyers in the subject transaction, or from other third-party sources. Evidence shall include but not be limited to: (a) a written demand from the first-position trust deed holder acknowledging and approving payments to subordinate-position lien holders from proceeds and otherwise; or (b) a supplemental letter or amended demand from the first-position lien holder acknowledging payments to be made to subordinate lien holders from sources other than proceeds (including broker commissions and additional buyer deposits).

## **CALIFORNIA "GOOD FUNDS" LAW**

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Order No.: 236512  
Escrow No.: 236512

The land referred to herein is situated in the State of California, County of Merced Unincorporated Area and described as follows:

Lot C of Meadow View Estates, as per Map recorded on January 23, 2006 in Book 72, Pages 27-32, Official Records of Merced County.

APN: 005-481-002-000

(End of Legal Description)

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: June 25, 2018

File No.: 236512

Property: 2009 Nebela Drive, Atwater, CA 95301

From: Stewart Title of California, Inc.

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California, Inc.. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<b><i>Stewart Insurance Settlement Service</i></b>	<b><i>Charge or range of charges</i></b>
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

**FOR TRANSACTIONS WHERE STEWART TITLE OF CALIFORNIA, INC.  
IS NOT CLOSING ESCROW**

STCA Order Number: 236512  
Subject Property Address: 2009 Nebela Drive, Atwater, CA 95301  
Subject Property APN: 005-481-002-000

**ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING  
AND APPROVAL OF "AFFILIATED BUSINESS  
ARRANGEMENT DISCLOSURE STATEMENT" AND  
"STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"**

The undersigned hereby acknowledge that I/we have received, read, understand and approve Stewart Title of California, Inc.'s "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 6/25/2018.

\_\_\_\_\_  
To Be Determined

Piro Enterprises Inc.

By: \_\_\_\_\_

Exhibit A (Revised 06-03-11)

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990  
EXCLUSIONS FROM COVERAGE**

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

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

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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

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

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**  
**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**  
**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;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division;
  - 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 appear 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.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

<sup>\*</sup> For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
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

## 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) which 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, which are 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are 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 that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

File No.: 236512

## AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

File No.: 236512



## Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

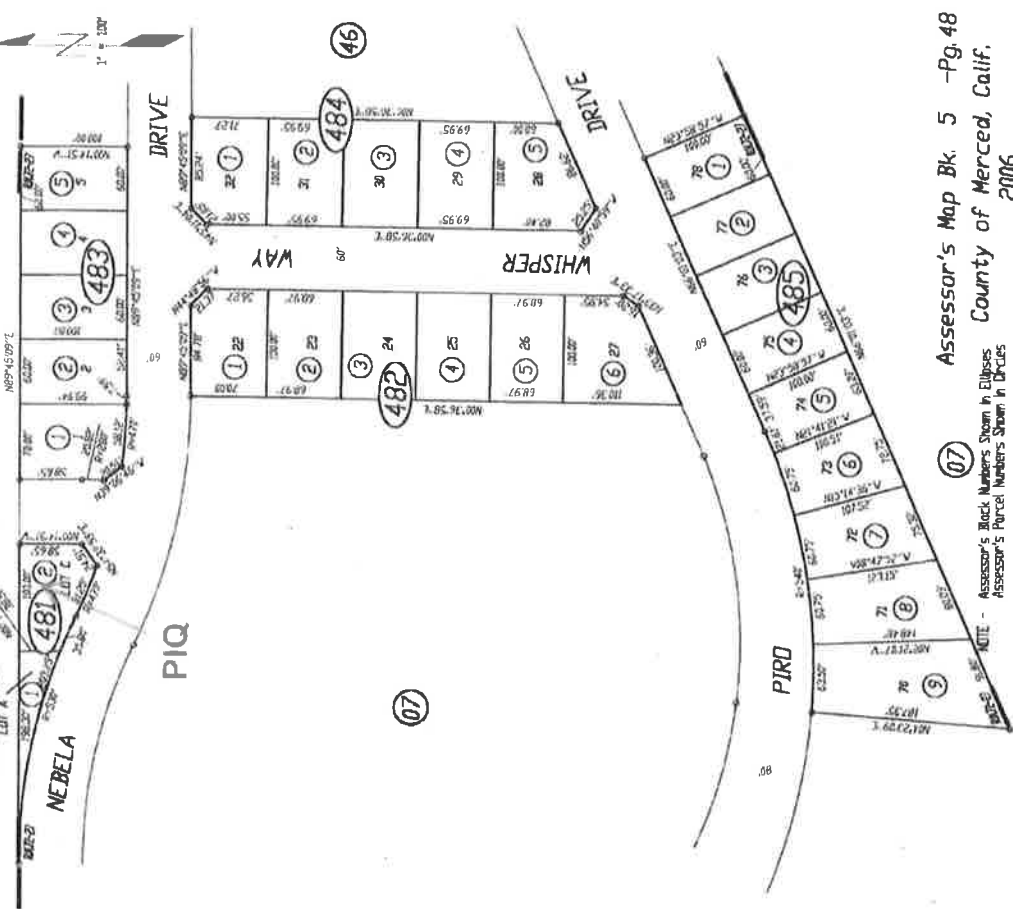
5-48

Tax Rate Area 001-025

07

PDR. SEC.5, T.7S.,R.13E., M.D.B.&M.

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



Assessor's Map Bk. 5 -Pg. 48  
County of Merced, Calif.  
2006

07

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

Meadow View Estates, R.M. Vol.72, Pg.27

DRAWN 05-06

Public Record