

# **CORCORAN PLANNING COMMISSION MEETING AGENDA**

**1015 Chittenden Avenue, Corcoran, CA 93212**

**Monday, May 15, 2023  
5:30 P.M**

---

**Public Inspection:** A detailed Planning Commission packet is available for review at Corcoran City Hall, located at 832 Whitley Avenue

**Notice of ADA Compliance:** In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerks office at (559) 992-2151 ext. 2105.

**Public Comment:** Members of the audience may address the Planning Commission on non-agenda items; however, in accordance with Government Code Section 54954.2, the Planning Commission may not (except in very specific instances) take action on an item not appearing on the posted agenda.

This is just the time for members of the public to comment or provide written comments on any matter within the jurisdiction of the Corcoran Planning Commission. The Planning Commission will ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome.

After receiving recognition from the chair, speaker will walk to the podium and state name and address and proceed with comments. Each speaker will be limited to five (5) minutes.

---

## **ROLL CALL**

<b>Chairman:</b>	<b>Karl Kassner</b>
<b>Vice-Chairman:</b>	<b>Kaityln Frazier</b>
<b>Commissioner:</b>	<b>David Bega</b>
<b>Commissioner:</b>	<b>Karen Frey</b>
<b>Commissioner</b>	<b>Dennis Tristao</b>
<b>Commissioner:</b>	<b>Janet Watkins</b>

## **FLAG SALUTE**

### **1. PUBLIC DISCUSSION**

### **2. APPROVAL OF MINUTES**

- 2.1** Approval of minutes of Planning Commission meeting held on November 17, 2022, and March 20, 2023.

### **3. RE-ORGANIZATION - None**

4. **PUBLIC HEARING**

4.1 Public hearing to consider the approval of Zone text change in Ordinance 22-01 and Resolution 2023-07 regarding Retail Cannabis in Downtown Commercial zones.  
*(Tromborg)(VV)*

- A. Open Public hearing
- B. Staff Report
- C. Accept written testimony
- D. Accept oral testimony
- E. Close hearing
- F. Commission discussion
- G. By motion, approve/approve with changes/deny recommendation

5. **STAFF REPORTS**

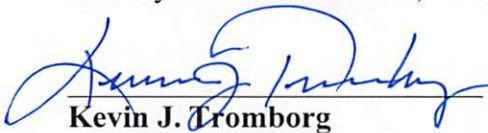
5.1 Final approval of Lot line Adjustment/Merger 22-01 and Resolution 2023-06 regarding 1128 Dairy Avenue APN: 034-150-049 & 034-150-012.  
*(Tromborg)(VV)*

6. **MATTERS FOR PLANNING COMMISSION**

- 6.1. Upcoming Events/Meeting
- 6.2 Community Development Directors Report
- 6.3 Staff Referrals - *Items of Interest (Non-action items the Commission may wish to discuss)*
- 6.4 Committee/Seminar Reports -

7. **ADJOURNMENT**

I certify that I caused this Agenda of the Corcoran Planning Commission meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on May 11, 2023.



**Kevin J. Tromborg**  
Community Development Director

**MINUTES  
CORCORAN PLANNING COMMISSION  
REGULAR MEETING  
Monday, March 20, 2023**

The regular session of the Corcoran Planning Commission was held at 1015 Chittenden Avenue, Corcoran, CA 93212. The meeting was called to order by Chairperson, Kassner at 5:33 P.M.

**ROLL CALL**

Commissioners present: Bega, Frey, Kassner, Tristao and Watkins

Commissioners absent: Frazier

Staff present: Tina Gomez, Marlene Spain, and Kevin Tromborg

Also present: Mosses Diaz, City Attorney

**FLAG SALUTE** - Kassner

1. **PUBLIC DISCUSSION** - None

2. **APPROVAL OF MINUTES**

Community Development Director, Kevin Tromborg requested the Minutes for the November 17, 2022, to be tabled due to the second page of the minutes missing from the packet.

Following commission discussion, a motion was made by Frey and seconded by Tristao to the November 17, 2022, minutes. Motion carried by the following vote:

**AYES:** Kassner, Bega, Frey, Tristao and Watkins

**NOES:**

**ABSENT:** Frazier

**ABSTAINED:**

3. **RE-ORGANIZATION**

Nomination to appoint a Chairperson was declared open by the Marlene Spain, Planning Commission Secretary.

Tristao nominated Kassner as Chairperson

Following commission discussion, a motion was made by Bega to close the nominations for Chairperson and seconded by Frey. Motion carried by the following vote:

**AYES:** Kassner, Bega, Frey, Tristao and Watkins  
**NOES:**  
**ABSENT:** Frazier

Following Commission discussion, a motion was made by Tristao and seconded by Frey to appoint Kassner as Chairperson. Motion carried by the following vote:

**AYES:** Kassner, Bega, Frey, Tristao and Watkins  
**NOES:**  
**ABSENT:** Frazier

Nomination to appoint a Vice-Chair was declared open by Chairperson Kassner.

Bega nominated Frazier as Vice-Chair

Following commission discussion, a motion was made by Frey to close the nominations for Vice-Chair and seconded by Bega. Motion carried by the following vote:

**AYES:** Kassner, Bega, Frey, Tristao and Watkins  
**NOES:**  
**ABSENT:** Frazier

Following Commission discussion, a motion was made by Frey and seconded by Bega to appoint Frazier as Vice-Chair. Motion carried by the following vote:

**AYES:** Kassner, Bega, Frey, Tristao and Watkins  
**NOES:**  
**ABSENT:** Frazier

#### 4. PRESENTATIONS – Non

## **5. PUBLIC HEARING**

- 5.1** Applicant pulled the permit regarding the Conditional Use Permit (CUP) 23-01, Resolution No. 2023-01 regarding application for a Migrant Housing project in Residential Zone (R-1-6). Property is located at 2410 Garvey Avenue, Corcoran, CA 93212, with APN 030-131-017.

Frazier arrived at 5:43 P.M.

- 5.2** Public hearing to introduce and consider Conditional Use Permit (CUP) 23-02, Resolution No. 2023-02 regarding application for a Mobile Food Vending business to be located at 1110 Dairy Avenue, Corcoran, CA 93212, currently zoned as Neighborhood Commercial (CN) was declared open at 5:40 P.M. Community Development Director presented the staff report. A letter submitted by Jerry Robertson was read by Chairperson Kassner. There being no oral testimony, the public hearing was declared closed at 5:47 P.M.

Following commission discussion, a motion was made by Tristao and seconded by Bega to approve the Conditional Use Permit (CUP) 23-02, Resolution No. 2023-02 regarding application for a Mobile Food Vending business to be located at 1110 Dairy Avenue, Corcoran, CA 93212, currently zoned as Neighborhood Commercial (CN). Motion carried by the following vote:

**AYES:** Kassner, Bega, Frazier, Frey, Tristao and Watkins

**NOES:**

**ABSENT:**

- 5.3** Public hearing to introduce and consider Tentative Parcel Map (TPM) 23-01, Resolution No. 2023-03. The application proposes to split one parcel into two lots. The property is located at 2611 Gable Avenue, Corcoran, CA 93212, APN 034-110-018 was declared open at 5:43 P.M. Community Development Director presented the staff report. There being no written or oral testimony, the public hearing was declared closed at 5:56 P.M.

Following commission discussion, a motion was made by Frey and seconded by Frazier to approve Tentative Parcel Map (TPM) 23-01, Resolution No. 2023-03. The application proposes to split one parcel into two lots. The property is located at 2611 Gable Avenue, Corcoran, CA 93212, APN 034-110-018. Motion carried by the following vote:

**AYES:** Kassner, Bega, Frazier, Frey, Tristao and Watkins

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

- 5.4.** Public hearing to introduce and consider Tentative Parcel Map (TPM) 22-03, Resolution The applicant proposes to divide one (1) parcel of 1.78 Acres into four (4) parcels. The proposed land division project is located at 1303 Osage Avenue, Corcoran, CA 93212. APN No. 032-240-006 was declared open at 6:00 P.M. Community Development Director presented the staff report. There being no written or oral testimony, the public hearing was declared closed at 6:03 P.M.

Following commission discussion, a motion was made by Frazier and second by Tristao to approve the Tentative Parcel Map (TPM) 22-03, Resolution The applicant proposes to divide one (1) parcel of 1.78 Acres into four (4) parcels. The proposed land division project is located at 1303 Osage Avenue, Corcoran, CA 93212. APN No. 032-240-006. Motion carried by the following vote:

**AYES:** Kassner, Bega, Frazier, Frey, Tristao and Watkins  
**NOES:**  
**ABSENT:**

- 5.5** Public hearing to introduce and consider Zone Change and General Plan Amendment 23-01, submitted by Elizabeth Saldana for a zone change request from Professional Office to Central Commercial regarding 1021 Claire Avenue. APN No. 030-232-006 was declared open at 6:05 P.M. Community Development Director presented the staff report.

Yulissa Gonzalez, 1012 Claire Ave addressed the commission regarding her concerns with traffic and safety issues if the zone change is approved.

Elizabeth with Watch Me Grow Daycare, 1014 Claire Ave addressed the commission regarding her concerns with traffic and safety issues if the zone change is approved.

Karen Rodriguez, 1015 Claire Ave addressed the commission regarding her concerns with traffic and safety issues if the zone change is approved.

Vice-Chair Frazier recused herself from the discussion and vote.

The public hearing was declared closed at 6:17 P.M.

Following commission discussion, a motion was made by Tristao and seconded by Frey to deny the zone change request from Professional Office to Central Commercial regarding 1021 Claire Avenue. APN No. 030-232-006. Motion carried by the following vote:

**AYES:** Kassner, Bega, Frey, Tristao and Watkins  
**NOES:**  
**ABSENT:**

**7. MATTERS FOR COMMISSION**

**7.1. Information Item:**

Community Devolvement Director, Kevin Tromborg gave an update on staffing levels for his department.

**7.2 Staff Referrals - *Items of Interest (Non-action items the Commission may wish to discuss)* -None**

**7.3 Committee/Seminar Reports - None**

**8. ADJOURNMENT**

At 6:36 p.m., the meeting was adjourned to the next regular meeting on May 15, 2023, in the Corcoran City Council Chambers 1015 Chittenden Avenue, Corcoran, CA 93212.

APPROVED ON: \_\_\_\_\_

\_\_\_\_\_  
**Karl Kassner, Planning Commission Chairperson**

ATTEST:

**Kevin J. Tromborg, Community Development Director**



**Chairperson**  
Karl Kassner

## *Planning Commission*



**Community  
Development  
Department**

**Vice-Chairperson**  
Kaityln Frazier

(559) 992-2151  
FAX (559) 992-2348

**Commissioners**  
David Bega  
Dennis Tristao  
Janet Watkins  
Karen Frey

**832 Whitley Avenue, Corcoran**  
**CALIFORNIA 93212**

**Public  
Hearing**

### **STAFF REPORT**

**Item # 4.1**

**To:** Planning Commission

**From:** Kevin J. Tromborg, Community Development Director, Planner, Building Official.

**Date:** May 15, 2023

**Subject:** Final approval of ZTC in Ordinance 22-01 Cannabis Dispensaries in Downtown (CD) commercial zones Resolution 2023-07

---

#### **A. General Information:**

In 2022 the applicants, Jason Mustain and Parth Patel proposed a Zone Text change in Ordinance regarding Ordinance 637. The applicant request was to revise the ordinance to allow Cannabis Dispensaries in the Downtown Commercial (CD) zone.

On November 21, 2022, the Planning Commission, under a public hearing considered ZTC in Ordinance 22-01 and by a majority vote approved to add Cannabis Dispensaries to the allowed list for The Downtown (CD) commercial zones under an approved Conditional Use Permit (CUP and send their determination to the City Council. The Council directed staff to prepare the Ordinance and the revisions required for final determination by the Planning Commission.

Attached are the draft revisions of Ordinance 637 that pertains to the zone Text change in Ordinance recommended by the Planning Commission on November 21, 2022, for review and final recommendation to the Corcoran City Council.

Ordinance 637 page 7 of 11 section 11-34-030 A “Nuisance Declared” Will be amended or removed from the ordinance. This will be performed at a public hearing of the Planning Commission in a future meeting.

**C. Compliance with General Plan and Zoning:**

The proposed project, ZTC in Ordinance 22-01 is an allowed process by right.

**E. Public Input:**

A notice of public hearing was published in the Corcoran Journal on May 4, 2023

**F. Environmental Impact Assessment and compliance with CEQA**

This project, ZTC 22-01 is not subject to CEQA review under statutory exemption 152608 ministerial project.

**G. Recommendation:**

Staff recommends that the staff report be given, a public hearing be opened, testimony taken. Staff also recommend final approval of ZTC in Ordinance 22-02 and resolution 2023-07.

**APPEAL TO THE CITY COUNCIL**

In case the applicant or any other party is not satisfied with the action of the Planning Commission he may, within ten days after the date of the adoption of the Planning Commission resolution, file in writing with the City Clerk an appeal to the City Council. The appeal shall state specifically wherein it is claimed that there was an error or abuse of discretion by the Planning Commission, or whereby its decision is not supported by the evidence in the record.

The City Council shall set a date a date for the public hearing and shall post notices as set forth in the code. The date for the public hearing shall not be less than ten nor more than thirty days from the date on which the appeal was filed. By resolution, the City Council may affirm, reverse or modify a decision of the Planning Commission, providing that the City Council make the findings prerequisite.

The decision of the City Council shall be final and shall have immediate effect. 11-27 (G) 1

**CORCORAN CITY PLANNING COMMISSION  
RESOLUTION NO. 2023-07  
PERTAINING TO  
ZONE TEXT CHANGE IN ORDINANCE 22-01**

At a meeting of the Planning Commission of the City of Corcoran duly called and held on May 15, 2023, the Commission approved the following:

**Whereas,** The applicant, Jason Mustain and Parth Patel, submitted an application requesting approval for a zone text change in ordinance to allow retail cannabis dispensaries in the downtown commercial zone (CD) ; and

**Whereas,** this Commission considered the staff report on May 15, 2023; and

**Whereas,** the Planning Commission has made the following findings pursuant to the City of Corcoran Zoning Ordinance;

(A) Zone text change in Ordinance to allow a retail business in a specific zone is ministerial and exempt from CEQA (15268)

(B) That the proposed zone text change in ordinance will have no adverse effect upon adjoining properties in the downtown commercial zone. In making this determination, the Commission shall consider characteristics that may affect surrounding properties.

(C) That the proposed use is consistent with the objectives and the policies of the Corcoran General Plan, or any specific plans, area plans, or planned development approved by the City;

**IT IS THEREFORE RESOLVED** that Zone Text Change in Ordinance 22-01 and Resolution 2023-07 should be approved with the Conditions to be determined by the fully approve Ordinance and conditional use permit, and that the Planning Commission recommends to the City Council approval of Zone Text Change Ordinance 22-01 and Resolution 2023-07.

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted this 15<sup>th</sup> day of May 2023

---

Planning Commission Chairman

---

Community Development Director

**CERTIFICATE**

City of Corcoran        }  
County of Kings        } ss.  
State of California     }

I, Marlene Spain, Planning Commission Secretary of the City of Corcoran, hereby certify that this is a full, true and correct copy of Resolution No.2023-07 duly passed by the Planning Commission of the City of Corcoran at a regular meeting thereof held on the 15<sup>th</sup> day of May 2023, by the vote as set forth therein.

DATED: May, 15, 2023

---

Marlene Spain  
Planning Commission Secretary

ATTEST:

---

Marlene Spain, City Clerk

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF CORCORAN AUTHORIZING RETAIL CANNABIS LAND-USE UNDER A CONDITIONAL USE PERMIT.

THE CITY COUNCIL OF THE CITY OF CORCORAN DOES ORDAIN AS FOLLOWS:

**Section 1. PURPOSE.** The provisions of this ordinance are necessary to update the City of Corcoran’s zoning code to include retail cannabis as a conditionally permitted land use in Commercial and Office Zoning Districts.

**Section 2. AMENDMENT.** Existing Table 11-6-1, of the Corcoran Municipal Code is hereby amended to add the following:

Land Use Activity	Permit Requirement By Zone					
	CN	CC	CH	CD	CO	CS
Commercial Uses						
Retail Cannabis				C [7]		

Notes:

[7] Retail Cannabis businesses must comply with the relevant provision(s) of Title 3, including Chapter 11 – Retail Cannabis.

**Section 3. CODE AMENDMENT.** Section 11-34-020 of Title 11 of the Corcoran Municipal Code, is hereby amended in its entirety to read as follows:

(b) Except where the context otherwise requires, the following definitions shall govern the construction of this Chapter of the Municipal Code:

- (1) “City” refers to the City of Corcoran.
- (2) “Enforcement Officer” means the Chief of Police, Community Development Director or other Code Enforcement Officer, or the authorized deputies or designees of the same, each of whom is independently authorized to enforce this Chapter.
- (3) “Legal parcel” and “parcel” means any parcel of real property which may be separately sold in compliance with the Subdivision Map Act [Division 2 (commencing with section 66410) of Title 7 of the Government Code].

(4) “Cannabis” shall be defined as provided within the California Health and Safety Code § 11018, or successor statute. The terms “cannabis” and “marijuana” shall have the same meaning within the Corcoran Municipal Code. Furthermore, except where otherwise distinguished, the term “cannabis” shall include and refer to both medicinal cannabis and non-medicinal cannabis.

(5) “Municipal Code” refers to the Corcoran Municipal Code.

(6) “Retail Cannabis” means any activity which requires either or both a valid permit under Title 3, Chapter 11 of the Corcoran Municipal Code and/or a valid State retailer license under Division 10 of the California Business and Professions Code, including Chapter 7 thereof, and any successor statute(s), as may be adopted or amended from time to time.

(7) “Microbusiness” means a business as defined in California Code of Regulations, title 4, § 15500, or successor regulations.

(8) The term “State” refers to the State of California.

**Section 4. CODE AMENDMENT.** The following subsections of Section 11-34-030 of Chapter 11-34 of Title 11 of the Corcoran Municipal Code are hereby amended to read in their entirety as follows:

(a)(1) Commercial Cannabis Manufacturing: The manufacture or creation of cannabis products wherein cannabis which has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing or concentrated cannabis and other ingredients;

(a)(2) Commercial Cannabis Cultivation: Any commercial activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis;

(a)(3) Commercial Cannabis Testing: Any testing of cannabis by any laboratory, facility, or entity in the State which offers or performs tests of cannabis or cannabis products;

(a)(4) Commercial Cannabis Distribution: Any commercial distribution facility which acts as a distributor and procures, sells and transports cannabis and cannabis products between licensees; and

**Section 5. CODE ADOPTION.** Subsection (a)(5) is hereby added to Section 11-34-030 of Title 11 of the Corcoran Municipal Code, to read in its entirety as follows:

(a)(5) All Other Commercial Cannabis Activity Other Than Retail Cannabis: Any other commercial cannabis activity not specifically defined above in (a)(1) – (a)(4), with the exception of a retail cannabis business operating with a City issued permit pursuant to the relevant provision(s) of Title 3, Chapter 11 of the Corcoran Municipal Code.

**Section 6. CEQA REVIEW.** The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

**Section 7. NO LIABILITY.** The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Corcoran, or any official, employee or agent thereof.

**Section 8. PENDING ACTIONS.** Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**Section 9. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Corcoran hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 10. CONSTRUCTION.** The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Corcoran Municipal Code as amended by this ordinance are substantially the same as provisions in the Corcoran Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**Section 11. EFFECTIVE DATE.** The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Corcoran Journal a newspaper printed and published in the City of Corcoran, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Corcoran, State of California, on \_\_\_\_\_, 2023 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:  
NOES:



ABSTAIN:  
ABSENT:

---

JEANETTE ZAMORA-BRAGG  
Mayor, City of Corcoran

ATTEST:

---

MARLENE SPAIN  
City Clerk, City of Corcoran

JB/20230510 - Corcoran - Cannabis zoning ordinance-4b.docx

DRAFT

**ORDINANCE NO. 637**

**AN ORDINANCE OF THE CITY OF CORCORAN  
BANNING NON-MEDICINAL AND MEDICINAL  
COMMERCIAL CANNABIS CULTIVATION,  
BUSINESSES, TRANSACTIONS AND LAND USES.**

**THE CITY COUNCIL OF THE CITY OF CORCORAN DOES ORDAIN AS  
FOLLOWS:**

**Section 1. PURPOSE.** There are adverse secondary impacts of cannabis/marijuana cultivation, processing, manufacturing, distribution, sales and use which include, without limitation, criminal activity, pungent odors, excess water consumption, toxic mold, excessive energy consumption and indoor electrical fire hazards, loitering at dispensaries and robbery of cannabis businesses which transact business primarily in cash. The provisions of this ordinance are intended to promote the public safety, health, comfort and general welfare, in order to provide a plan for sound and orderly development, and to ensure social and economic stability within the various zones established by the Corcoran Zoning Ordinance.

**Section 2. FINDINGS AND PURPOSE.** The City Council of the City of Corcoran hereby finds and declares the following:

- (a) California Constitution Article 11, Section 7 authorizes the City of Corcoran ("City") to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws;
- (b) California Government Code § 37100 authorizes the legislative body of a local government to enact local ordinances which are not in conflict with the Constitution and laws of the State of California or the United States;
- (c) The federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq., classifies cannabis/marijuana as a Schedule I drug, which is defined as a drug or other substance which has a high potential for abuse, no currently accepted medical use in treatment in the United States, and has not been accepted as safe for use under medical supervision. The federal Controlled Substances Act declares it unlawful for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, cannabis. The federal Controlled Substances Act contains no exemption for cultivation, manufacture, distribution, dispensation or possession of cannabis for medical or non-medical purposes;

(d) On June 28, 2016, the Secretary of State of the State of California certified Proposition 64, the Control, Regulate and Tax Adult Use of Cannabis Act ("AUMA" or "Proposition 64"), for the November 8, 2016 statewide presidential general election ballot;

(e) The AUMA became law when a majority of the electorate voted "yes" on Proposition 64. The AUMA, to a certain degree, decriminalized under state law the possession, consumption, cultivation, processing, manufacture, distribution, testing and sale of non-medicinal cannabis/marijuana and derivative products, including edibles, for adults twenty-one (21) years of age and older. The AUMA also included provisions for licensing commercial cannabis and preserved the authority of local governments to regulate, and in some cases ban, certain cannabis activities within their boundaries.

(f) On June 27, 2017, Senate Bill 94 ("SB-94"), which was a state budget trailer bill, was signed into law by the Governor of the State of California. This legislation clarified and/or revised certain portions of the AUMA and also certain state statutes pertaining to medicinal cannabis/marijuana, including the authority of local governments to regulate, and in some cases ban, certain cannabis activities within their boundaries;

(g) The AUMA now regulates, among other matters, the use of cannabis/marijuana for non-medicinal personal and commercial purposes, including the recreational use of cannabis by adults over twenty-one (21) years of age;

(h) To regulate personal use of cannabis, the AUMA added Health and Safety Code § 11362.1 which, among other things and with certain exceptions, made it "...lawful under state and local law..." for persons 21 years of age or older to "...possess, process, transport, purchase, obtain or give away to persons 21 years of age or older without any compensation whatsoever..." up to 28.5 grams of non-medical cannabis in the form of concentrated cannabis or not more than eight grams in the form of concentrated cannabis contained in cannabis products;

(i) The AUMA also removed certain state criminal law prohibitions for adult individuals who "...possess, plant, cultivate, harvest, dry or process not more than six living cannabis plants and possess the cannabis produced by the plants...";

(j) The AUMA also clarified that state law does not prohibit specified adult individuals from smoking or ingesting cannabis or cannabis products;

(k) To regulate commercial use of non-medical cannabis, the AUMA added Division 10 (Cannabis) to the Business & Professions Code, which vested certain state agencies with "...the sole authority to create, issue, deny, renew, discipline, suspend, or revoke licenses..." for certain non-medicinal commercial cannabis business activity including

microbusinesses, transportation, storage (unrelated to manufacturing activities), distribution, testing, and sale of cannabis and cannabis products within the state;

(l) The AUMA provides that specified state agencies shall promulgate rules and regulations and shall begin issuing state business licenses under Division 10 of the Business & Professions Code by January 1, 2018;

(m) The AUMA specifies that a local jurisdiction shall not prevent transportation of non-medicinal cannabis or derivative products on public roads by a licensee transporting cannabis or derivative products in compliance with Division 10;

(n) The AUMA authorized cities to "...reasonably regulate..." without completely prohibiting cultivation of cannabis inside a private residence or inside an "...accessory structure to a private residence located upon the grounds of a private residence which is fully enclosed and secure...";

(o) The AUMA authorized cities to completely prohibit outdoor cultivation on the grounds of a private residence until a "...determination by the California Attorney General that nonmedical use of cannabis is lawful in the State of California under federal law...";

(p) The AUMA authorized cities to completely prohibit the establishment or operation of any non-medical cannabis business licensed under Division 10 within its jurisdiction, including cannabis dispensaries, cannabis retailers and cannabis delivery services;

(q) Absent appropriate local regulation, which is authorized by the AUMA, only state regulations will be controlling within a given local jurisdiction;

(r) Until the AUMA was enacted, state statutes prohibited cultivation, possession and sales of non-medicinal cannabis and therefore overlapping local regulations would have been preempted by state statute;

(s) The City has permissive zoning standards which prohibit all land uses not expressly allowed and has applied the same, without exception, to all instances of medicinal cannabis, including, but not limited to, cultivation, distribution, dispensing, transportation, sales and gifting;

(t) The existence of cannabis cultivation operations carries the potential to increase secondary impacts such as: (1) robberies, break-ins and other thefts due to the high monetary value of cannabis plants; (2) dangerous alterations to the electrical wiring of buildings; (3) toxic amounts of mold spores present in buildings intended for human occupation; (4) the potential for exposure to or increased usage by school aged children; (5) the spread of strong, pungent and/or noxious odors from cannabis plants;

(u) The City has legitimate and compelling interests in protecting the public health, welfare and safety of its residents, as well as preserving the peace and quiet of the neighborhoods within the City;

(v) The City has determined that a regulatory ordinance is necessary to protect the public health, welfare and safety of residents of the City to the maximum extent allowable under California law to address the adverse secondary impacts resulting from changes to California law through the AUMA and Senate Bill 94 (2017);

(w) The cultivation of substantial amounts of cannabis/marijuana in any location or parcel of real property within the City poses serious threats to the health, safety, and well-being of the City and its residents, including the following:

(1) By concentrating substantial amounts of cannabis in one place, such locations and parcels are frequently associated with, and create a significant risk of, burglary, robbery, armed robbery, and larceny and other property crimes; and acts of violence in connection with the commission of such crimes or the occupants' attempts to prevent such crimes.

(2) Such locations and parcels are frequently associated with other criminal activities, including unlawful sales of cannabis to individuals, including minors who are not qualified medical patients, trafficking of cannabis outside the City by unlawful enterprises, and possession and discharge of unlawful firearms.

(3) The creation of persistent malodorous smells reaching into populated areas far beyond cannabis grow sites. Cannabis plants, as they begin to flower and for a period of two (2) months or more during the growing season (August - October for outdoor grows), produce an extremely strong odor, offensive to many people, and detectable far beyond property boundaries. This malodorous smell is often described as "skunky," as it resembles the odor of a skunk.

(4) The distinctive smell of flowering cannabis also creates an attractive nuisance, alerting persons to the location of the valuable cannabis plants, and creating a risk of theft, burglary, robbery and armed robbery and associated violent confrontations.

(5) Cultivation of large amounts of cannabis also frequently requires excessive use of water resources, which exacerbates drought conditions.

(6) Extensive indoor cultivation of large amounts of cannabis also frequently requires excessive use of electricity, which often creates an unreasonable risk of fire from the electrical grow lighting systems used in indoor cultivation.

(x) Cultivation and sales of any amount of cannabis and/or derivative products at

locations or parcels within six hundred (600) feet of schools, school bus stops, school evacuation sites, churches, parks, child care centers, or youth-oriented facilities creates unique risks that the cannabis plants may be observed by juveniles, and therefore be especially vulnerable to theft or recreational consumption by juveniles. Further, the potential for criminal activities associated with cannabis cultivation in such locations poses heightened risks that juveniles will be involved or endangered. Therefore, cultivation and sales of any amount of cannabis or derivative products within such locations or parcels is especially hazardous to public safety and welfare, and to the protection of children.

(y) As recognized by the California Attorney General's August 2008 **GUIDELINES FOR THE SECURITY AND NON-DIVERSION OF CANNABIS GROWN FOR MEDICAL USE**, the cultivation or other concentration of cannabis in any location or parcels without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime. There is no known reason why this same principle would not apply to non-medicinal cannabis.

(z) It is the purpose and intent of this ordinance to implement State law by providing a means for regulating non-medicinal and medicinal cannabis in a manner which is consistent with applicable state laws and which promotes the health, safety, security and welfare of local residents within the City. This Chapter is intended to be consistent with Proposition 64 and Senate Bill 94, and to that end, is not intended to prohibit any person from exercising any right otherwise granted by state law. Rather, the intent and purpose of this Chapter is to establish reasonable regulations upon the manner in which cannabis and cannabis products must be cultivated, manufactured, processed, stored and sold or gifted, in order to protect the public health, safety, security and welfare of all of the residents of the City.

(aa) The limited right of individuals under state law to cultivate cannabis plants for non-medicinal purposes and/or to carry on a cannabis business without violating state criminal laws does not confer the right to create or maintain a public nuisance. By adopting the regulations contained in this Chapter, the City will achieve a significant reduction in the aforementioned harms caused or threatened by the cultivation of non-medicinal cannabis and/or carrying on of any cannabis business within the City.

(bb) Nothing in this ordinance shall be construed to allow or legalize cannabis for any purposes, or allow or legalize any activity relating to the cultivation, distribution or consumption of cannabis which is otherwise illegal under state or federal law. No provision of this Chapter shall be deemed a defense or immunity to any action brought against any person by the County District Attorney or the Attorney General of State of California.

**Section 3. CODE ADOPTION.** Chapter 11-34 of Title 11 is hereby added to

the Corcoran Municipal Code and reads as follows:

**CHAPTER 11-34 COMMERCIAL CANNABIS**

- 11-34-010 Authority and Title.**
- 11-34-020 Definitions.**
- 11-34-030 Nuisance Declared.**
- 11-34-040 Responsibilities of Landowners.**
- 11-34-050 Violations.**

**11-34-010 Authority and Title.**

Pursuant to the authority granted by Article XI, section 7 of the California Constitution, Health and Safety Code § 11362.2(b)(1), and Government Code § 38773.5, the City Council does enact this Chapter, which shall be known and may be cited as the “Commercial Cannabis Ordinance.”

**11-34-020 Definitions.**

(a) All definitions set forth within California Health and Safety Code § 11362.7, California Business and Professions Code § 26001 and California Revenue and Taxation Code § 34010, as amended from time to time, and as interpreted by judicial opinions from time to time, shall apply under this Chapter in addition to the definitions set forth within subsection (b) below. In the event of an actual conflict between the definitions within the aforementioned statutes and those contained within subsection (b) below, the definition within subsection (b) shall prevail.

(b) Except where the context otherwise requires, the following definitions shall govern the construction of this Chapter of the Municipal Code:

- (1) “City” refers to the City of Corcoran.
- (2) “Enforcing officer” means the Chief of Police, Community Development Director or other the Code Enforcement Officer, or the authorized deputies or designees of the same, each of whom is independently authorized to enforce this Chapter.
- (3) “Legal parcel” and “parcel” means any parcel of real property which may be separately sold in compliance with the Subdivision Map Act [Division 2 (commencing with section 66410) of Title 7 of the Government Code].
- (4) The terms “cannabis” and “marijuana” shall have the same

meaning within this ordinance. Furthermore, except where otherwise distinguished, the term "cannabis" shall include and refer to both medicinal cannabis and non-medicinal cannabis.

(5) "Medical cannabis" shall have the same meaning as medicinal cannabis in California Business and Professions Code § 26001.

(6) "Municipal Code" refers to the Corcoran Municipal Code.

(7) "Cannabis business" shall mean any "cannabis business activity" as defined California Business and Professions Code § 26001(k), or successor statute, but shall not include any business whose only relationship to cannabis is the production or sale of accessories for individual consumption and/or use of cannabis or cannabis products.

(8) The term "State" refers to the State of California.

(c) Effect of Headings/Titles Within this Chapter: Section and subsection headings and title are provided for organizational purposes only and must not be read to in any manner affect the scope, meaning or intent of the provisions associated with them.

**11-34-030 Nuisance Declared.**

(a) Prohibited Cannabis Activities: Unless and until this subsection is specifically cited as repealed, notwithstanding any other ordinance of the City, each of the following shall be prohibited everywhere within the City and shall constitute a public nuisance:

- (1) Cannabis Retail Sales: Each retail sale of cannabis, cannabis products and industrial hemp;
- (2) Commercial Cannabis Business: The operation of any business of the type which requires or could obtain licensure under Division 10 of the California Business and Professions Code (presently consisting of sections 26000-26211) within any portion of the City of Corcoran, including all lands therein and each and all zoning districts established by Title 9 of the Corcoran Municipal Code;
- (3) Retail Deliveries Within the City: The delivery, as defined by Business and Professions Code § 26001(p) or any successor



statute, of cannabis and/or cannabis product(s) to any parcel of real property within the City in connection with a retail sale thereof; and

- (4) **Microbusinesses:** The operation of any cannabis microbusiness within any land-use zone within the City.

**11-34-040 Responsibilities of Landowners for Violations.**

(a) No person owning, leasing, occupying or having charge or possession of any parcel within the City shall cause, allow, suffer or permit such parcel to be used for a cannabis business in violation of any provision in this Chapter. For the purpose of enforcing the requirements of this Chapter, the record owner of each parcel within the City shall be fully responsible for all conduct occurring on the parcel which may violate the terms of this Chapter, including the conduct of each of the occupants, invitees, guests, employees, agents and independent contractors on the parcel, if applicable.

(b) The City may report all violations of this Chapter committed by State licensees to the State.

**11-34-050 Violations.**

(a) Any violation of the provisions of this Chapter by any member of the public is hereby declared to be a public nuisance and may be abated by any or all remedies available.

(b) The City may abate the violation of this Chapter by the prosecution of a civil action through the City Attorney, including an action for injunctive relief. The remedy of injunctive relief may take the form of a court order, enforceable through civil contempt proceedings, prohibiting the maintenance of the violation of this Chapter or requiring compliance with other terms.

(c) Each cannabis plant cultivated in violation of the applicable provisions of this Chapter shall constitute a separate and distinct violation.

(d) Each and every day that a violation exists as to any violation within this Chapter shall constitute a separate and distinct violation.

(e) Each violation of this Chapter may be enforced by any and all lawful remedies available under the Municipal Code and applicable state statute(s), including but not limited to civil fines and penalties, infraction citation, criminal prosecution, public nuisance abatement and civil

injunction, as appropriate, and all available remedies shall be cumulative and not preclude other available remedies.

**Section 4. CEQA REVIEW.** The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

**Section 5. NO LIABILITY.** The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Corcoran, or any official, employee or agent thereof.

**Section 6. PENDING ACTIONS.** Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**Section 7. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Corcoran hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any

one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 8. CONSTRUCTION.** The City Council intends this ordinance to supplement, not to duplicate, contradict or otherwise conflict with, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Corcoran Municipal Code as amended by this ordinance are substantially the same as provisions in the Corcoran Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

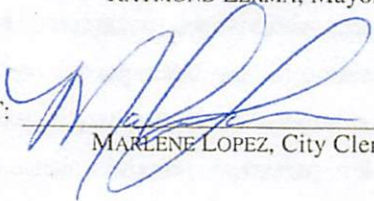
**Section 9. EFFECTIVE DATE.** The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code § 36933(c)(1) and a summary shall be published once in the Corcoran Journal, a newspaper printed and published in the City of Corcoran, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Corcoran, State of California, on Nov. 14, 2017 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertsona and Zamora-Bragg  
NOES:  
ABSTAIN:  
ABSENT:

  
RAYMOND LERMA, Mayor

ATTEST:

  
MARLENE LOPEZ, City Clerk

**Chairperson**

Karl Kassner

**Vice-Chairperson**

Kaityln Frazier

**Commissioners**

David Bega  
Dennis Tristao  
Janet Watkins  
Karen Frey

***Planning Commission***



**Community  
Development  
Department**

(559) 992-2151  
FAX (559) 992-2348

**832 Whitley Avenue, Corcoran**  
**CALIFORNIA 93212**

**STAFF REPORT**

**Item # 5.1**

**To:** Planning Commission  
**From:** Kevin J. Tromborg, Community Development Director, Planner, Building Official.  
**Date:** May 15, 2023  
**Subject:** Lot Line Adjustment 22-01 and Resolution 2023-06 for Corcoran Unified School District. 1128 Dairy Avenue. APN: 034-150-049 And 034-150-012

**A. General Information:**

Lot line Adjustment/Merger 22-01 was submitted by Ben Mullins on behalf of Corcoran Unified School District for subject property located at 1128 Dairy Avenue. The property is owned by the Corcoran Unified School District. The Lot Line Adjustment will eliminate and add interior lot lines. (See Parcel After figure) The map was reviewed and approved by the City Engineer and the Community Development Director. Lot line Adjustments/Mergers are ministerial actions, therefore CEQA review is not required.

<b>1.</b>	<b>Owner:</b>	Corcoran Unified School District 1520 Patterson Avenue Corcoran Ca 93212
<b>2.</b>	<b>Applicant:</b>	Ben Mullins (Surveyor) 979 N. Blackstone Street Tulare Ca 93274

3.	<b>Site Location:</b>	1128 S. Dairy Avenue
4.	<b>Property Description:</b>	APN: 034-150-049 / APN: 034-150-012
5.	<b>Site Area:</b>	
6.	<b>General Plan Designation:</b>	Medium Density
7.	<b>Current Zone Classification:</b>	RM-3
8.	<b>Existing Use:</b>	Storage
9.	<b>Proposed Use:</b>	N/A

**B. Compliance with CEQA:**

The Lot Line Merger/Adjustment is considered ministerial and is exempt from CEQA requirements. (15268)

**C. Compliance with General Plan and Zoning:**

Lot Line Merger/Adjustments are exempt from the California Map Act:

- (a) That the proposed map is consistent with the, General Plan and Zoning Ordinance;
- (b) That the design or improvement of the proposed Parcels are consistent with the General Plan;
- (c) That the Lot Line adjustment and/or type of improvements are not likely to cause serious public health problems; and
- (d) That the Lot line Merger/adjustment or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property.

**D. Public Input:**

A Lot Line Adjustment is a ministerial action. A public hearing notice is not required.

**E. Comments from Other Agencies/Departments:**

Referrals were made to City Departments and other agencies and comments have been incorporated in this report.

**F. Recommendation:**

Staff recommends the Planning Commission review and consider approval of Lot Line adjustment/merger 22-01 and Resolution 2023-

**G. FINDINGS**

**The following findings are proposed:**

- (A) The project is / is not exempt is exempt under CEQA
- (B) That a list of conditions of approval be vetted and approved by the Community Development Department prior to the issuance of a local or State permit.
- (C) That the Lot Line Adjustment/Merger site is adequate in size and shape to accommodate the proposed adjustment/merger.
- (D) That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use.
- (E) That the proposed Lot Line Adjustment/merger will have no adverse effects upon adjoining or other properties in the vicinity. In making this determination, the Commission or Council shall consider the proposed location of improvements on the site; vehicular ingress, egress and internal Circulation, external circulation, setbacks; heights of buildings or structures; wall or fences; landscaping; outdoor lighting; signs; and any other characteristics that will affect the property or properties in the vicinity.
- (F) That the proposed use is consistent with the objectives and policies of the Corcoran General Plan, or any specific plans, or planned development approved by the City.

**H. ZONE CHANGE, GENERAL PLAN AMMENDMENT, LOT LINE MERGER/ADJUSTMENT-ACTION BY THE PLANNING COMMISSION**

The Planning Commission, by written resolution, may approve, approve with conditions, disapprove, or disapprove without prejudice a zone change, General Plan amendment application or Lot Line Mergers/Adjustments.



The decision of the Planning Commission, if approved, shall be forwarded to the City Council for final approval. The decision of the City Council is final.  
In the case of a Lot Line Merger/ Adjustment, the decision of the Planning Commission is not required to be approved by the City Council.

**I. ZONE CHANGE, GENERAL PLAN AMMENDMENT, LOT LINE  
MERGER/ADJUSTMENT-APPEAL TO THE CITY COUNCIL**

In case the applicant or any other party is not satisfied with the action of the Planning Commission they may, within ten (10) days after the date of the adoption of the Planning Commission Resolution, file in writing with the City Clerk an appeal to the City Council. The appeal shall state specifically wherein it is claimed that there was an error or abuse of discretion by the Planning Commission, or whereby its decision is not supported by the evidence in the record.

The City Council shall set a date for the public hearing and shall post notices. The date for the public hearing shall not be less than ten (10) nor more than thirty (30) days from the date on which the appeal was filed.

By resolution, the City Council may affirm, reverse, or modify a decision of the Planning Commission, providing that the City Council make the findings prerequisite to the approval of a zone change, General Plan Amendment.

**J. NEW APPLICATION**

Should the Planning Commission deny an application for a zone change, no application for a zone change of the same type shall be filed within six (6) months from the date of the denial, except when the Planning Commission denies "without prejudice"

**CORCORAN CITY PLANNING COMMISSION  
RESOLUTION NO. 2023-06  
PERTAINING TO  
LOT LINE ADJUSTMENT/MERGER 22-01**

At a meeting of the Planning Commission of the City of Corcoran duly called and held on May 15, 2023, the Commission approved the following:

**WHEREAS**, Lot Line Merger/ Adjustment 22-01, as submitted by Precision Ben Mullins on behalf of Corcoran Unified School District was reviewed by the Planning Commission of the City of Corcoran, and;

**WHEREAS**, the proposed Lot line Adjustment/merger is located at 1128 Dairy Avenue, with subject APN: 034-150-049 and APN: 034-150-012; and

**WHEREAS**, the City Engineer, The Community Development Director and the Planning Commission staff have given careful consideration to this Lot Line Adjustment/merger and have made recommendations thereon; and

**WHEREAS**, this is considered a ministerial action, therefore CEQA review is not required; and

**WHEREAS**, that Lot Line Adjustments/mergers are exempt from the California Map Act, The Planning Commission has made the following findings:

- (a) That the proposed Lot Line Adjustment/Merger map is consistent with the General Plan and Zoning Ordinance;
- (b) That future designs or improvements of the proposed Parcels are consistent with the General Plan;
- (c) That the Lot Line Adjustment/Merger/ adjustment and/or type of improvements are not likely to Cause serious public health problems; and
- (d) That the Lot line Adjustment/Merger or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property.

**WHEREAS**, the Planning Commission has carefully considered recommendations and testimony presented at the regularly scheduled Planning Commission meeting held on May 15, 2023.



**IT IS THEREFORE RESOLVED** that Lot Line Adjustment/Merger 22-01 and Resolution 2023-06 should be approved with the Conditions listed.

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted this 15, day of May 2023

---

Planning Commission Chairman

---

Community Development Director

**CERTIFICATE**

City of Corcoran        }  
County of Kings        } ss.  
State of California     }

I, Marlene Spain, Planning Commission Secretary of the City of Corcoran, hereby certify that this is a full, true and correct copy of Resolution No. 2023-06 duly passed by the Planning Commission of the City of Corcoran at a regular meeting thereof held on the 15<sup>th</sup> day of May 2023, by the vote as set forth therein.

DATED: May 15, 2023

---

Marlene Spain  
Planning Commission Secretary

ATTEST:

---

Marlene Spain, City Clerk



**ISSUING OFFICE:** 2540 W. Shaw Lane, Suite 112, Fresno, CA 93711

**FOR SETTLEMENT INQUIRIES, CONTACT:** Chicago Title Company  
1750 West Walnut Avenue • Visalia, CA 93277  
(559)636-4300 • FAX (559)636-4365

September 29, 2021

Corcoran Unified School District  
1520 Patterson  
Corcoran, CA 93212

Order No.: FWVI-4212102640

Property Address: Vacant Land, Corcoran, CA 93212

Seller: City of Corcoran

Buyer: Corcoran Unified School District

We appreciate the opportunity of being of service to you. Please call us immediately if you have any questions or concerns.

Sincerely,

Chicago Title Company

Escrow Contact:  
Kimberly Ramsey  
559-636-4300  
[kim.ramsey@ctt.com](mailto:kim.ramsey@ctt.com)

Title Contact:  
Laura Marquez  
(559)492-4217  
[lm Marquez@fnf.com](mailto:lm Marquez@fnf.com)

**CLTA STANDARD COVERAGE POLICY OF TITLE INSURANCE**

Policy Number:

**FWVI-4212102640**

Issued By:



CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
  2. Any defect in or lien or encumbrance on the title;
  3. Unmarketability of the title;
  4. Lack of a right of access to and from the land;
- and in addition, as to an insured lender only:
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
  6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
  7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

Chicago Title Company  
2540 W. Shaw Lane, Suite 112  
Fresno, CA 93711

Countersigned By:

Ted Walters  
Authorized Officer or Agent



**SCHEDULE A**

Date of Policy	Amount of Insurance	Premium
September 22, 2021 at 01:25 PM	\$40,000.00	\$418.00

1. Name of Insured:

Corcoran Unified School District

2. The estate or interest in the land which is covered by this policy is:

A Fee

3. Title to the estate or interest in the land is vested in:

Corcoran Unified School District

4. The land referred to in this policy is described as follows:

**For APN/Parcel ID(s): 034-150-049-000**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CORCORAN, COUNTY OF KINGS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

The South 157.50 feet of the East 197.50 feet of the South half of the Northeast Quarter of the Southeast Quarter of Section 15, Township 21 South, Range 22 East, Mount Diablo Base and Meridian in the City of Corcoran, County of Kings, State of California as shown on Record of Survey recorded in Book 23 Page 12 of Licensed Sureyor's Plats, in the Office of the County Recorder of said County.

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**

**SCHEDULE B  
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:

**PART I**

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 matter 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.

**END OF SCHEDULE B - PART I**

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

**PART II**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2021-2022.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
3. Taxes and assessments levied by the Corcoran Sewer 1 and 2 District.

No assessments have been levied for the tax year 2020-2021 and no delinquencies exist as of the date hereof.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Security Land and Loan Company  
Purpose: Roads, public utilities and incidental purposes  
Recording Date: May 8, 1907  
Recording No.: Book 31, Page 309 of Deeds  
Affects: as more fully described in said document

**END OF SCHEDULE B - PART II**

**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 to (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 notice of the exercise 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.
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 or 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.

**CONDITIONS AND STIPULATIONS****1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes:
  - (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);
  - (ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;
  - (iii) the parties designated in Section 2(a) of these Conditions and Stipulations.
  - (iv) Subject to any rights or defenses the Company would have had against the named insured, (A) the spouse of an insured who receives title to the land because of dissolution of marriage, (B) the trustee or successor trustee of a trust or any estate planning entity created for the insured to whom or to which the insured transfers title to the land after the Date of Policy or (C) the beneficiaries of such a trust upon the death of the insured.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "insured lender": the owner of an insured mortgage.
- (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
- (e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (f) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(continued)

- (i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

### (a) After Acquisition of Title by Insured Lender.

If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

### (b) After Conveyance of Title by an Insured.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

### (c) Amount of Insurance.

The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

- (i) The amount of insurance stated in Schedule A;
- (ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
- (iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

## 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.
- (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.



(continued)

**5. PROOF OF LOSS OR DAMAGE**

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within ninety (90) days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

**(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.**

- (i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or
- (ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**(b) To Pay or Otherwise Settle with Parties Other than the Insured or With the Insured Claimant.**

- (i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**7. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

**(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:**

- (i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;
- (ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or
- (iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

**(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.**

*San Jose Abstract Co. to J. M. Kennedy*

Whereas, The indentures secured to be paid by the Deed of Trust, executed by John M. Kennedy to San Jose Abstract Company, a Corporation, as Trustee, dated January 25th, 1906, and recorded in the office of the County Recorder of the County of Kings, State of California, in Liber 7 of Trust deeds, at page 82 and following has been fully paid Now, Therefore, the San Jose Abstract Company, a Corporation, as Trustee, here by grant, release, release and reconvey unto John M. Kennedy his heirs and assigns, without any warranty, all the estate and interest derived to it, by or through said Deed of Trust, in the land situate in the County of Kings, State of California, and therein described, together with the appurtenances. Special reference being hereby made to said Deed of Trust, and the record thereof for a particular description of said lands.

To Have and to hold the same without any warranty, unto the said John M. Kennedy his heirs and assigns forever.

In Witness Whereof, said San Jose Abstract Company, a Corporation, by its President hereunto duly authorized, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereto affixed; this 15th day of April A. D. 1907.

(SEAL) San Jose Abstract Company, as Trustee.

By J. M. Pitran President.

State of California, )  
County of Santa Clara, ) ss.

On this 15th day of April in the year A.D. 1907 before me Edward W. Parsons, a Notary Public, in and for said Santa Clara County, State of California, residing therein, duly commissioned and sworn, personally appeared J. M. Pitran known to me to be the President of the Corporation described in and that executed the within Instrument, as Trustee; and also known to me to be the person who executes it on behalf of said Corporation, and he acknowledged to me that said Corporation executed the same as Trustee.

In Witness Whereof, I have hereunto set my hand and official seal, at my office, in said County of Santa Clara, State of California, the day and year first above written.

(SEAL) Edward W. Parsons Notary Public in and for the County of Santa Clara, State of California.

Recorded at the Request of H. A. Co. May. 8 A.D. 1907 at 34 min past 10 o'clock A. M. in Book 21 of Deeds at pages 300 and following Records of Kings Co. California.

Jos. K. Bowman - Recorder Fee \$ 1.00

*Security Land & Loan Co*

*D. R. Menke*

CORPORATION GRANT DEED.

The Security Land and Loan Company, a corporation organized under the laws of the State of California, and having its principal place of business at the City of Los Angeles therein the party of the first part, in consideration of the sum of TEN DOLLARS (\$10.) does hereby grant to D. R. MENKE of Garden City, Kansas, the party of the second part, all that real property situated in the County of Kings, State of California, described as follows:

The North east quarter of the South east quarter of Section Fifteen (S.E. 1/4 of S. E. 1/4 of Sec. 15); and the North east quarter of the North east quarter of Section Twenty two (N.E. 1/4 of N.E. 1/4 of Sec. 22) all in Tp. 21 S. R. 22 E. R. D. B. & E.

Grantor herein reserves to itself, its successors and assigns a right of way and easement for public highway over a strip of land 45 feet in width adjoining the Northernly boundary line of said premises, and a strip of land 30 feet in width adjoining the Easterly boundary line of said premises, and a strip of land 60 feet in width 30 feet on either side of the line separating the S. E. 1/4 of the S.E. 1/4 of said Section 15 from the N.E. 1/4 of the N.E. 1/4 of said Section 22; also right of way ten (10) feet in width along two sides of the property conveyed hereunder, for ditch purposes, with rights of ingress and egress to and from said lands for the purpose of operating and maintaining and repairing the same.

Grantor also reserves to itself, its successors and assigns, a right of way for erection and maintenance of poles and wires for transmission of electrical energy for light and power and other purposes, with rights of ingress and egress to and from said lands for the purpose of erecting, maintaining, repairing and operating the same.

This conveyance is made by first party and accepted by second party subject to the following conditions, to-wit:

That no saloon or bar where intoxicating liquors are sold or dispensed shall ever be opened or conducted on said premises nor shall any intoxicating liquors ever be dispensed or sold thereon except by duly licensed drug stores and only by the latter when it is conclusively shown that same is for medicinal purposes only.

That for any violation of the foregoing conditions, or either of them, the title and right of possession and occupancy of the grantee and his successors in and to said premises shall thereupon (as soon as entry and demand for possession is made by said first party or its authorized agent) wholly cease and terminate and thereupon be and become vested in the first party, its successors or assigns.

Provided however that the breach of either of the foregoing conditions, or any re-entry by reason of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith, for value, as to the said lands and the improvements thereon, as above provided.

In witness whereof the said party of the first part has hereunto caused its corporate name and seal to be affixed by its President and Secretary thereunto duly authorized, this second day of May, 1907.

( SEAL ) SECURITY LAND AND LOAN COMPANY,  
By F. J. Whitley President  
and J. Jepsen Secretary.  
State of California )

County of Los Angeles. ) ss.  
On this 2nd day of May in the year nineteen hundred and seven before me Charles D. Kimball a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared F. J. Whitley known to me to be the President and J. Jepsen known to me to be the Secretary of the Security Land and Loan Company the Corporation that executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

( SEAL ) Charles D. Kimball Notary Public in and for said County,  
State of California.

Recorded at the Request of Geo. L. Bliss, Recy. A. D. 1907 at 6 min past 12 o'clock



*First American Title*

## First American Title Company

211 East Caldwell Avenue  
Visalia, CA 93277

Order Number: 5405-6750361 ()

Escrow Officer: Cynthia Martinez  
Phone: (559)625-1550  
Fax No.: (866)590-2167  
E-Mail: cjmartinez@firstam.com

E-Mail Loan Documents to: VisaliaEDocs@firstam.com

Buyer: TBD  
Owner: Corcoran Unified School District  
Property: 1204 Dairy Ave  
Corcoran, CA 93212

### PRELIMINARY REPORT

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

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

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

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

**Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.**

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

Dated as of December 10, 2021 at 7:30 A.M.

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

To Be Determined

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

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

Corcoran Unified School District, a California School District

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

A fee

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. All taxes - secured, supplemental, defaulted, escaped and including bonds and assessments are not available at this time. Please verify any/all tax amounts and assessment information with the County Tax Collector prior to the close of the contemplated transaction.
2. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
5. Water rights, claims or title to water, whether or not shown by the Public Records.
6. Rights of parties in possession.

**Prior to the issuance of any policy of title insurance, the Company will require:**

7. With respect to Corcoran Unified School District, a California School District, we will require copies of the articles of organization, bylaws, and other governing documents and any amendments thereto. Other requirements will be made following a review of such documents.

**INFORMATIONAL NOTES**

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) **COMMERCIAL STRUCTURE** known as **1204 DAIRY AVENUE, CORCORAN, CALIFORNIA**.
2. 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
3. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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

**LEGAL DESCRIPTION**

Real property in the City of Corcoran, County of Kings, State of California, described as follows:

**PARCEL 1:**

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM A STRIP OF LAND 20 FEET IN WIDTH ALONG THE WEST LINE OF SAID PROPERTY AS RESERVED FOR ROAD PURPOSES.

**PARCEL 2:**

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 SOUTH RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

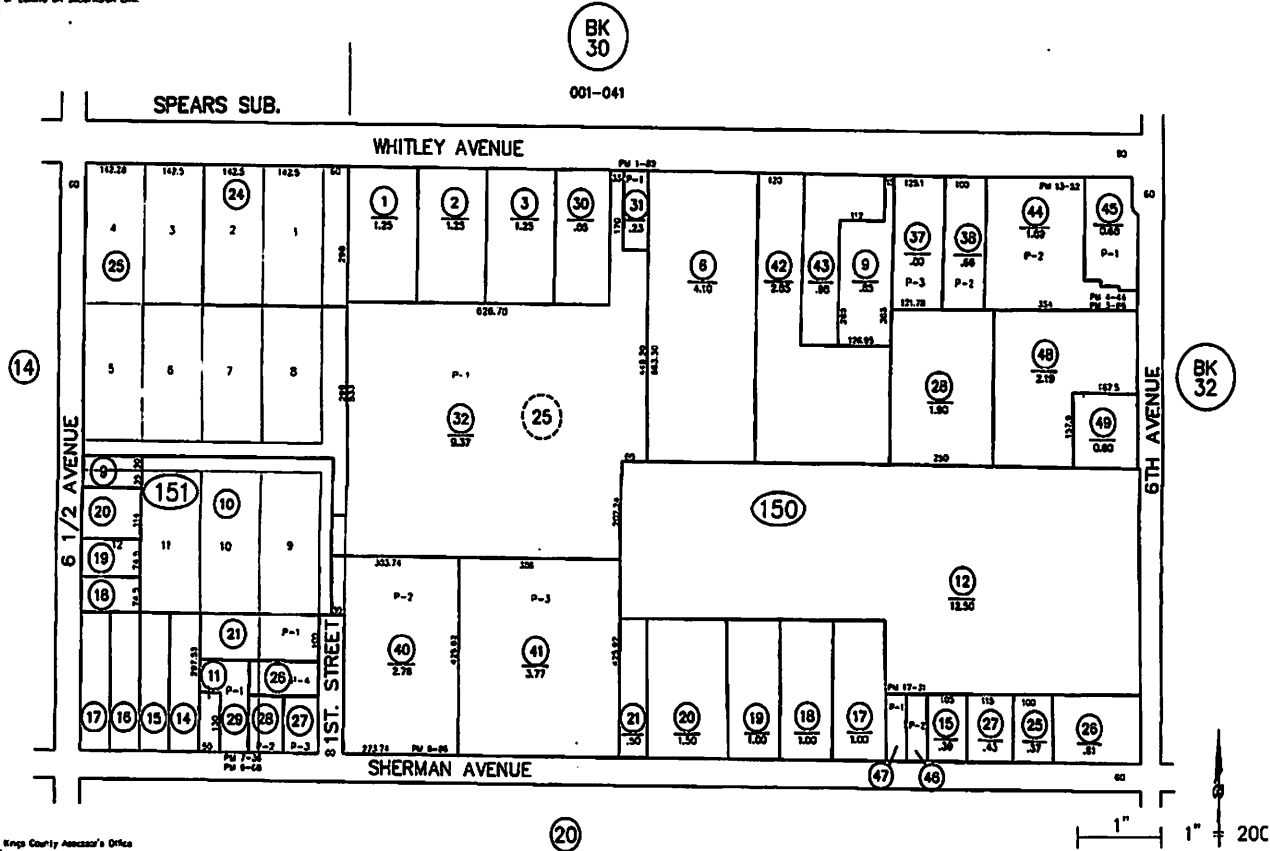
APN: 034-150-012-000

# KINGS COUNTY ASSESSOR'S MAP

34-15

## S 1/2 OF SE 1/4 OF SEC. 15-21-22

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY  
IT IS NOT TO BE CONSIDERED AS PORTIONING  
LEGAL OWNERSHIP OF DIVISIONS OF LAND FOR  
PURPOSES OF ZONING OR SUBDIVISION LAW.  
MAY 2008



First American Title  
Page 5 of 13

Order Number: 5405-6750361  
Page Number: 5

Copyright © 1997, Kings County Assessor's Office  
All Rights Reserved

02/27/2012



***NOTICE***

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA STANDARD COVERAGE POLICY – 1990**  
**EXCLUSIONS FROM COVERAGE**

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

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

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

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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 unless such lien is shown by the public records at Date of Policy.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)**  
**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; and
  - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
  3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
  4. Risks:
    - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
    - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
    - c. that result in no loss to You; or
    - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
  5. Failure to pay value for Your Title.
  6. Lack of a right:
    - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
    - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
  7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
  8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**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:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

**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

[Except as provided in Schedule B - Part II, [ t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

##### [PART I

[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:

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

##### PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

#### 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 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

#### EXCEPTIONS FROM COVERAGE

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

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

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

#### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



First American Title™

## Privacy Notice

**Effective:** October 1, 2019

**Notice Last Updated:** January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

---

© 2020 First American Financial Corporation and/or its affiliates. All rights reserved. NYSE:FAF



First American Title™

### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Right of Deletion.** You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale.** We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

**Notice of Sale.** We have not sold the **personal information** of California residents in the past 12 months.

**Notice of Disclosure.** To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PARCEL MAP WAIVER FOR LOT LINE ADJUSTMENT NO. \_\_\_\_\_

A. LEGAL DESCRIPTION OF PROPERTY TO BE TRANSFERRED:

See Exhibit A

B. LEGAL DESCRIPTION OF PROPETIES AFTER ADJUSTMENT:

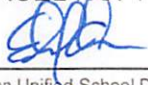
Parcel No. 1:

See Exhibit B

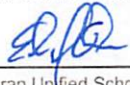
Parcel No. 2:

See Exhibit B

B. OWNER OF PARCEL NO. 1

Signature   
 Name Corcoran Unified School District  
 Address 1520 Patterson Avenue  
Corcoran, CA 93212  
 Date \_\_\_\_\_  
 APN: 034-150-049

OWNER OF PARCEL NO. 2

Signature   
 Name Corcoran Unified School District  
 Address 1520 Patterson Avenue  
Corcoran, CA 93212  
 Date \_\_\_\_\_  
 APN: 034-150-012

DETERMINATION: A parcel map was waived by the \_\_\_\_\_ on \_\_\_\_\_ under the provisions of \_\_\_\_\_.

\_\_\_\_\_  
Kings County Treasurer-Tax Collector/Date  
CERTIFICATION THAT PROPERTY TAXES HAVE BEEN PAID

\_\_\_\_\_  
Community Development Director

\_\_\_\_\_  
City Engineer

**EXHIBIT 'A'**

Lane Engineers, Inc. Job No. 21353

April 28, 2022

**TRANSFER PARCEL:** (Por. APN 034-150-012)

That portion of the SE1/4 of the SE1/4 of Section 15, Township 21 South, Range 22 East, Mount Diablo Base & Meridian, in the City of Corcoran, County of Kings, State of California, more particularly described as follows:

The North 15.00 feet of the East 197.50 feet of the S1/2 of said SE1/4 of the SE1/4 of Section 15.

CONTAINING 2,963 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT 'C' ATTACHED HERETO.



4-28-22

**EXHIBIT 'B'**

Lane Engineers, Inc. Job No. 21353  
April 28, 2022

**PARCEL 1:** (APN 034-150-049 & Por. APN 034-150-012)

That portion of the SE1/4 of the SE1/4 of Section 15, Township 21 South, Range 22 East, Mount Diablo Base & Meridian, in the City of Corcoran, County of Kings, State of California, more particularly described as follows:

The South 157.50 feet of the East 197.50 feet of the S1/2 of the NE1/4 of said SE1/4 of the SE1/4 of Section 15.

TOGETHER WITH the North 15.00 feet of the East 197.50 feet of the S1/2 of said SE1/4 of the SE1/4 of Section 15.

CONTAINING 0.78 ACRES GROSS, MORE OR LESS.

SEE EXHIBIT 'C' ATTACHED HERETO.

**PARCEL 2:** (Por. APN 034-150-012)

The N1/2 of the S1/2 of the SE1/4 of the SE1/4 of Section 15, Township 21 South, Range 22 East, Mount Diablo Base & Meridian, in the City of Corcoran, County of Kings, State of California.

TOGETHER WITH the N1/2 of the S1/2 of the SE1/4 of said SE1/4 of the SE1/4 of Section 15.

EXCEPTING THEREFROM the North 15.00 feet of the East 197.50 feet of the S1/2 of said SE1/4 of the SE1/4 of Section 15.

Reserving therefrom a strip of land 20.00 feet in width along the West line of the N1/2 of the SE1/4 of said SE1/4 of the SE1/4 of Section 15.

CONTAINING 12.49 ACRES GROSS, MORE OR LESS.

SEE EXHIBIT 'C' ATTACHED HERETO.



4-28-22

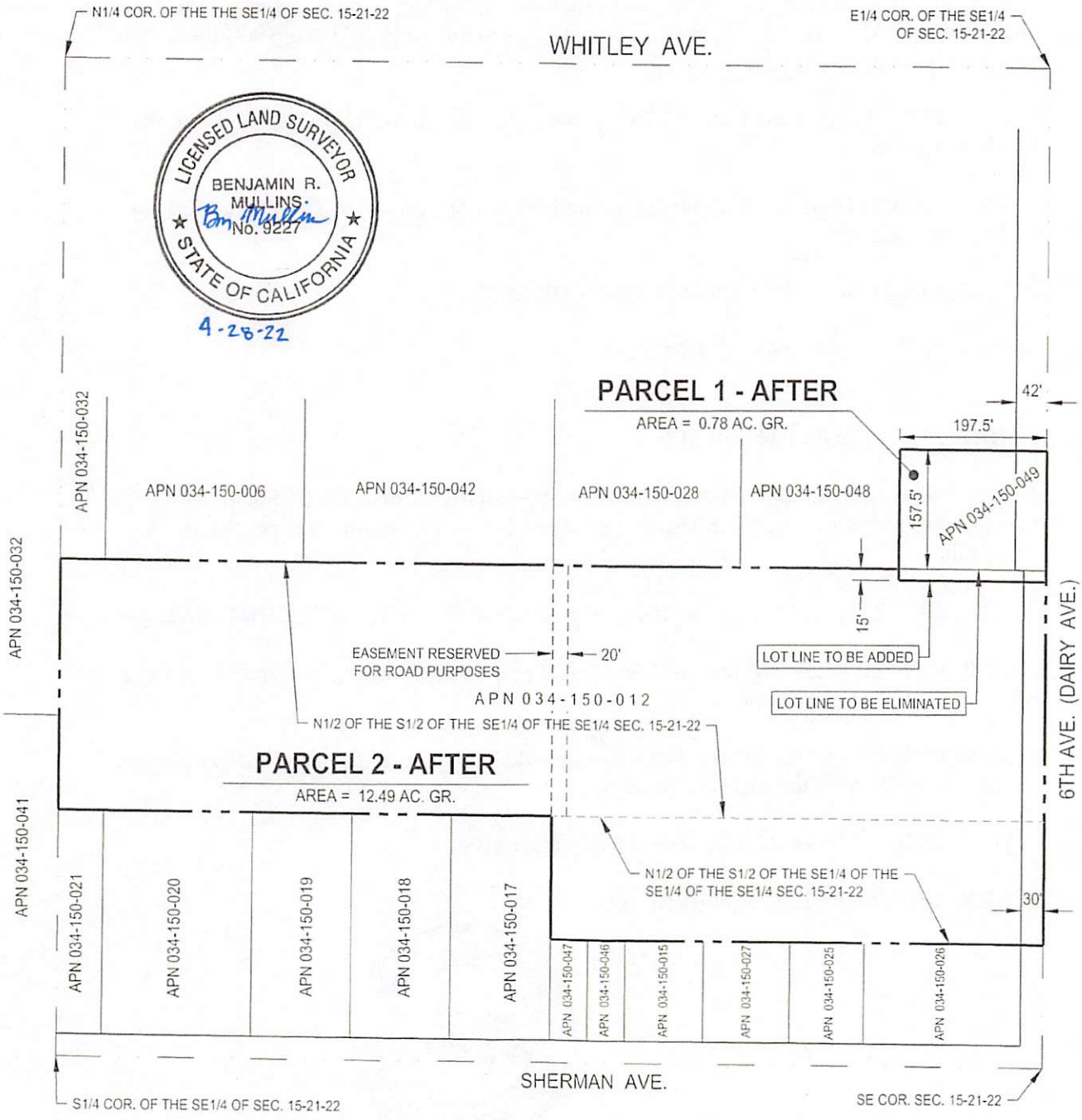
# EXHIBIT C

SCALE: 1" = 200'

LOT LINE ADJUSTMENT NO. \_\_\_\_\_



4-28-22





(continued)

- (c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:
- (i) the Amount of Insurance stated in Schedule A; or,
  - (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.
- (d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

**8. LIMITATION OF LIABILITY**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.
- (d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

**9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

- (a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.
- (b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.
- (c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

**10. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

**11. PAYMENT OF LOSS**

- (a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**12. SUBROGATION UPON PAYMENT OR SETTLEMENT**

- (a) **The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(continued)

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

**(b) The Insured's Rights and Limitations.**

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

**(c) The Company's Rights Against Non-Insured Obligor.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

**13. ARBITRATION**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is One Million And No/100 Dollars (\$1,000,000) or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of One Million And No/100 Dollars (\$1,000,000) shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**15. SEVERABILITY**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

**16. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS AND STIPULATIONS**

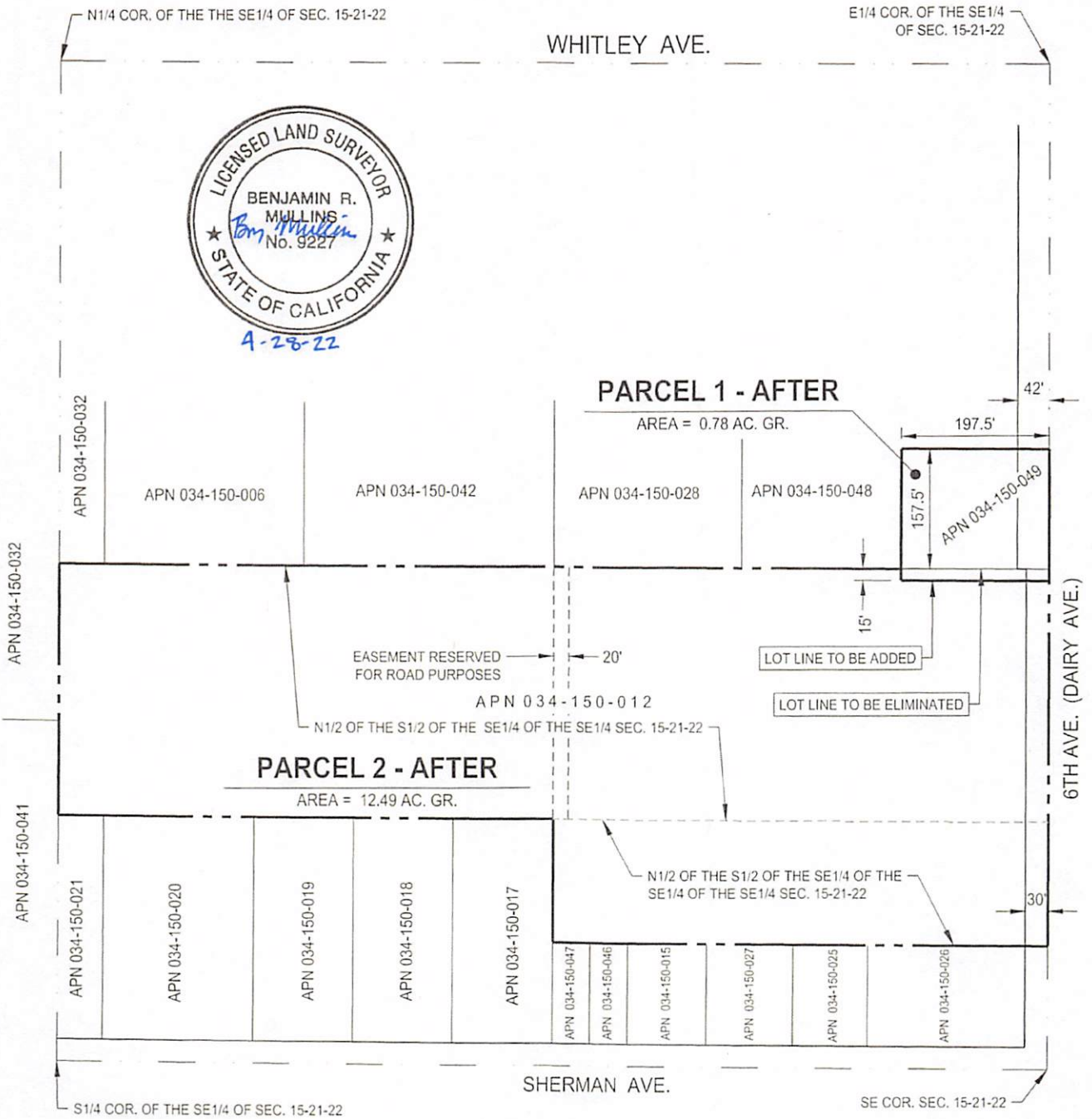
**EXHIBIT B**

SCALE: 1" = 200'

LOT LINE ADJUSTMENT NO. \_\_\_\_\_



*A-28-22*





1110  
1110 1/2

DAIRY AVE





Grantor herein reserves to itself, its successors and assigns a right of way and easment for public highway over a strip of land 45 feet in width adjoining the Northernly boundary line of said premises, and a strip of land 30 feet in width adjoining the Easterly boundary line of said premises, and a strip of land 60 feet in width 30 feet on either side of the line separating the S. E. 1/4 of the S. E. 1/4 of said Section 15 from the N. E. 1/4 of the N. E. 1/4 of said Section 22, also right of way ten (10) feet in width along two sides of the property conveyed hereunder, for ditch purposes, with rights of ingress and egress to and from said lands for the purpose of operating and maintaining and repairing the same.

Grantor also reserves to itself, its successors and assigns, a right of way for erection and maintenance of poles and wires for transmission of electrical energy for light and power and other purposes, with rights of ingress and egress to and from said lands for the purpose of erecting, maintaining, repairing and operating the same.

This conveyance is made by first party and accepted by second party subject to the following conditions, to-wit:

That no saloon or bar where intoxicating liquors are sold or dispensed shall ever be opened or conducted on said premises nor shall any intoxicating liquors ever be dispensed or sold therein except by duly licensed drug stores and only by the latter when it is conclusively shown that same is for medicinal purposes only.

That for any violation of the foregoing conditions, or either of them, the title and right of possession and occupancy of the grantee and his successors in and to said premises shall thereupon (as soon as entry and demand for possession is made by said first party or its authorized agent) wholly cease and terminate and thereupon be and become vested in the first party, its successors or assigns.

Provided however that the breach of either of the foregoing conditions, or any re-entry by reason of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith, for value, as to the said lands and the improvements thereon, as above provided.

In Witness Whereof the said party of the first part has hereunto caused its corporate name and seal to be affixed by its President and Secretary thereunto duly authorized, this second day of May, 1907.

(SEAL) SECURITY LAND AND LOAN COMPANY,  
By N. J. Whitley President  
and J. Jepsen Secretary.

State of California )

County of Los Angeles )

ns,  
On this 2nd day of May in the year nineteen hundred and seven before me Charles D. Kimball a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared N. J. Whitley known to me to be the President and J. Jepsen known to me to be the Secretary of the Security Land and Loan Company the Corporation that executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL) Charles D. Kimball Notary Public in and for said County,  
State of California.

Recorded at the Request of Ned. L. Hills, May 11 A.D. 1907 at 6 o'clock