

APPRAISAL REPORT

**MIXED USE
COMMERCIAL BUILDING
AND
SINGLE-FAMILY RESIDENCE**

**5736 W. GRANT LINE ROAD
TRACY, CA 95304
APN: 250-050-05
SAN JOAQUIN COUNTY**

**EFFECTIVE DATE OF APPRAISAL
OCTOBER 20, 2021**

PREPARED FOR

**COX Capital Group
477 Madison Ave Suite 600
New York NY 10022**

PREPARED BY

**K. R. MCBAY APPRAISAL CO.
P.O. BOX 1804
TURLOCK, CA 95380-1804
(209) 634-0402**

K. R. McBay Appraisal Company

Real Estate Valuation and Consultation
Commercial, Agricultural, Eminent Domain

Kenneth R. McBay

Mark A. Souza

November 8, 2021

Mr. Murtajur Rahman
COX Capital Group
477 Madison Ave Suite 600
New York NY 10022

Subject: Mixed Use Commercial Building & Single-Family Residence Property
5736 W. Grant Line Road, Tracy, CA 95304
APN: 250-050-05 (San Joaquin County)

Mr. Rahman:

In accordance with your request, an appraisal was completed on the above referenced property. The purpose of the appraisal is to provide a supported opinion of the "As-Is" Market Value of the Fee Simple Interest in the subject property. This appraisal and appraisal report format conform to the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. Specifically, the client and appraiser identified Scope of Work is relied upon.

In regard to the international pandemic known as COVID-19, the reader is reminded that the conclusions presented in this appraisal report apply only as of the effective date indicated. The appraisers make no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal. Although there are broader economic and other concerns due to the significant impact of the COVID-19 pandemic, such as the US entering a recession and high unemployment rates and significant short and potential long-term impacts to some real estate market segments such as office, retail, and hospitality, based upon our market survey, single-family residential properties have generally not been negatively affected by the pandemic. Market participants generally reported that home prices and demand have gone up significantly during the pandemic period. The new home market has also experienced strong demand and price increases.

This is an introductory letter to the following appraisal report. The value opinions stated in this letter must be placed in the context of the entire report. The appraisal is based upon certain Extraordinary Assumptions which if proven false could affect the value conclusion. As a result of our investigation and analyses, and based upon the assumptions and limiting conditions stated within this report, it is our opinion, that the Market Value, As-Is, Fee Simple Interest, as of October 20, 2021, the effective date of the appraisal, is:

MARKET VALUE
SEVEN HUNDRED TWENTY THOUSAND DOLLARS
\$720,000

K. R. McBay Appraisal Co.
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P. O. Box 1804
Turlock, CA 95381-1804

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Mark A. Souza, Sr. Appraiser
209 495 8021
marksouza@krmcbayco.com

Sincerely,

K. R. McBay Appraisal Co.

A handwritten signature in black ink, appearing to read 'MAS', with a stylized flourish at the end.

Mark A. Souza, Sr. Appraiser
CA Certified General AG043526
(Expires 1/10/2022)

EXECUTIVE SUMMARY

<u>Client Name:</u>	COX Capital Group
<u>Location:</u>	5736 W. Grant Line Road, Tracy, CA 95304
<u>Assessor's Parcel Number:</u>	250-050-05 (San Joaquin County)
<u>Property Rights Appraised:</u>	Fee Simple Estate
<u>Property Type:</u>	Mixed Use Commercial Building & Single-Family Residence
<u>Building Area:</u>	3,481 SF GBA 3,481 SF NRA
<u>Site Area:</u>	0.65 Acres (28,409 SF)
<u>General Plan:</u>	Rural Service Commercial
<u>Zoning:</u>	C-RS, Rural Service Commercial
<u>Flood Zone:</u>	Zone X, Map # 06077C0595 F (10/16/2009) Areas determined to be outside the 0.2% chance floodplain. The subject is located within a dam inundation area with apparent potential for flooding in this case (See Subject Disclosure Report in Addenda).
<u>Environmental Hazards:</u>	None known or observed. An environmental assessment report was not provided. See Extraordinary Assumptions. The subject is also not within a significant distance to identified site with known or potential environmental concerns (See Subject Disclosure Report in Addenda).
<u>Alquist-Priolo Earthquake Zone:</u>	The subject is not identified as being located within an earthquake fault zone.
<u>Highest and Best Use:</u>	As if Vacant: Mixed Commercial and SFR As Improved: Mixed Commercial and SFR use as-is
<u>Marketing Period:</u>	Less than 12 Months
<u>Date of Inspection:</u>	October 20, 2021
<u>Date of Value:</u>	October 20, 2021

Market Value:

Cost Approach:	N/A
Sales Comparison Approach	\$720,000
Income Approach	N/A

Reconciled Market Value: \$720,000

Insurable Value: \$380,000

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PART I
INTRODUCTION

INTRODUCTION

THE PROPERTY

This report involves the valuation of the Fee Simple Estate of a mixed-use commercial/single-family property located at 5736 W. Grant Line Road, Tracy. The subject is located on the south side of W. Grant Line Road between Banta Road and 6th Street in an unincorporated portion of San Joaquin County, California, approximately ½ mile east of the City of Tracy.

The property is 0.65 Ac (28,409 SF) and is zoned C-RS, Rural Service Commercial, with a general plan designation of Rural Service Commercial. The property is owner-occupied and is improved with a commercial building (a Garage/Shop building) and a single-family residence (see Improvement Analysis and Highest & Best Use sections). Site improvements include small customer parking areas in the front and side of the commercial building (see Site Analysis section). Offsite improvements include paved county roads.

LEGAL DESCRIPTION

See Preliminary Title Report in Addenda.

CLIENT

Alpha Realty Advisors

INTENDED USER AND USE

The intended use of the appraisal report is to provide a supported opinion of the Market Value, “As-Is” of the Fee Simple Estate for loan and underwriting purposes.

This report is for the use only of Alpha Realty Advisors.

OWNERSHIP/ACQUISITION HISTORY

Ownership is vested in Jason Hunsinger and Stephanie Hunsinger, husband and wife as Joint Tenants per preliminary title report (See Addenda). According to public record, the property transferred ownership on 9/30/19 for \$650,000, or \$186.73/SF. According to current subject listing broker, Cinthia Hunsinger-Rueda, the subject was listed publicly for sale and that the appraised value at the time was \$625,000. Ms. Hunsinger-Rueda reports her opinion that the 9/30/19 sale price of \$650,000 was likely slightly higher than market value.

Per client-provided sales agreement (See Addenda), the subject property is currently pending sale as of 10/03/2021 for \$715,000, or \$205.40/SF, between Jason & Stephanie Hunsinger (sellers) and Harpreet Kaur (buyer). The subject was listed for sale on approximately 7/20/2021 for \$788,900 or \$226.63/SF with Cinthia Hunsinger-Rueda of One Realty & Mortgage before becoming a pending sale on 10/03/2021 at 91% of the asking price. The buyer down payment of 25% is considered typical of the market. The listing agent, Ms. Hunsinger-Rueda, states that the pending price is representative of a current market price.

According to public record there have been no other transactions in the prior three years. The subject has had no other listings for sale in the prior three years.

PROPERTY RIGHTS APPRAISED

The subject buildings are owner-occupied. The Fee Simple Estate is appraised.

DATE OF VALUE

The valuation date is based upon the last date of inspection, October 20, 2021.

SCOPE OF THE APPRAISAL

To appraise this property, the Cost, Income, and Sales Comparison Approaches to value were considered. The scope of the appraisal included:

- A physical inspection of the subject property.
- Inspections of the comparable properties utilized in this report.
- Discussions with listing agents regarding comparable properties and market trends.
- Documentation of current market data including review of sales and for sale listings and rental comparable data. The market data contained in this report was obtained from a variety of sources and has been used to document the valuation conclusions. Those sources included discussions with appraisers, real estate agents, and market participants familiar with the market area and searches of CompStak.com and MLS.
- Use of the San Joaquin County Treasurer/Tax Collector and Planning Departments website and online Geographic Information System.
- The Sales Comparison and Income Approaches were utilized for both the commercial and residential components.
- Analysis of the data obtained and correlation of the findings into a Final Value Estimate.

DEFINITIONS

MARKET VALUE¹

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeable and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- A. Buyer and seller are typically motivated;
- B. Both parties are well informed or well advised, and each acting in what they consider their own best interest;
- C. A reasonable time is allowed for exposure in the open market;
- D. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- E. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

HIGHEST AND BEST USE²

This is an appraisal concept, which is defined as follows:

The reasonably, probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible, and which results in highest land value.

FEE SIMPLE ESTATE³

Absolute ownership unencumbered by any other interest or estate subject only to the four powers of government (taxation, eminent domain, police power, and escheat).

LEASED FEE ESTATE⁴

An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others; the rights of the lessor or the leased fee owner and leased fee are specified by contract terms contained within the lease (Lessor's or Landlord's Estate.)

LEASEHOLD ESTATE⁵

The right to use and occupy real estate for a stated term and under certain conditions, conveyed by a lease (Tenant Estate.)

¹Federal Register, Vol.53, No., 3, Section 563.17-(a) (b) (2), 1/6/88.

²The Appraisal of Real Estate, 13th Ed., Appraisal Institute, Chicago, Illinois, 2008.

³Ibid

⁴Ibid

⁵Ibid

ASSUMPTIONS AND LIMITING CONDITIONS

1. That to the best of our knowledge, the legal descriptions, title information, maps, statements of fact, and related data contained within the report, upon which the analysis and conclusions are based, are true and correct. However, since much of said data was furnished by others, absolute correctness cannot be guaranteed by the appraiser unless known to be a fact by his own personal knowledge.
2. Neither all nor part of the contents shall be disseminated to the public through advertising media, public relations media, news media, or any other public means of communication without the prior written consent and approval of the undersigned. Possession of this report, or any copy thereof, does not carry with it the right of publication or reproduction without the written consent of the appraiser.
3. Delivery of this report constitutes completion of this appraisal assignment, and any further consultation, including pre-trial appearances, will be the subject of a further assignment.
4. All plot plans, maps, and improvement diagrams in this report are included to assist the reader in visualizing the property and are not necessarily drawn to scale.
5. Title to the subject is assumed marketable. The property is valued in fee simple unless otherwise noted, assuming competent ownership and management.
6. Unless otherwise stated in this report, the existence of hazardous material, or pollutants from any source whether man-made or from natural sources, including, but not limited to radioactive, toxic or explosive, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on, in, or adjacent to the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value, and if re-appraised, additional cost will be necessary to estimate the effects of such an impact.
7. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
8. No consideration has been given in this appraisal to personal property located on the premises or any consideration given to the cost of relocating any property personal or real from the subject.
9. Any distribution of total value between land and improvements applies under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal, and are invalid if so used.
10. That no opinion is expressed to any subsurface oil, gas, or mineral rights. It is assumed that there are no adverse subsurface conditions, particularly those related to soil bearing capacity.

11. The appraiser reserves the right to make such adjustments to the concluded value reported, as may be required by consideration of additional data or more reliable data that may become available.
12. It is assumed that the property is in compliance with all applicable federal, state and local laws, ordinances, regulations, building standards, use restrictions and zoning unless the lack of compliance is stated in the appraisal report. Determining and reporting on such compliance were not part of the scope of work for this assignment.
13. That no engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area was taken from sources considered reliable and no encroachment of real property improvements is considered to exist. The appraiser has not been provided any survey.
14. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been made previously.
15. It is assumed that all water, sewer facilities and utilities (whether existing or proposed) are or will be in good working order, are safe for use, and are or will be sufficient to serve the current or proposed uses of the subject property or any structures or other improvements. Determining and reporting on such matters were not part of the scope of work for this assignment
16. The liabilities of K. R. McBay Appraisal Company and its staff or subcontractors for errors and omissions, if any, in this assignment, is limited to the amount of received compensation for the work performed in this assignment.
17. Acceptance of and/or use of this appraisal report constitutes acceptance of the general assumptions and general limiting conditions included within this report.
18. This appraisal report has been prepared for the use of the addressee only. No responsibility is assumed for its possession, use, or reliance upon factual data, or conclusions, contained herein by anyone other than the addressee. The report is intended solely for the purpose stated herein.
19. That existing encroachment, if any, of subject improvements on adjacent property has no material effect on value of subject property.
20. No structural report was made available to the appraiser and it is therefore assumed the subject improvements are structurally sound and without structural damage.
21. That any projections presented in this Report, including, but not limited to, those involving income, expenses, capitalization rates and yield (discount) rates, are not predictions of the future. They are intended to represent typical projections made by investors and developers in the market place. The various underlying assumptions, taken in the aggregate, are believed to provide a reasonable basis for the forecast herein; however, the real estate market is constantly changing in response to economic conditions and, therefore, some assumptions may not materialize and unanticipated events and circumstances may occur. Consequently, the actual results during a projection period may vary from the forecast and the variation may be material. No warranty or representation is made, or implied, that the projections in the instant analysis will take place or that financing can be obtained at the appraised value.

22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating value of the property.
23. The client has agreed to a scope of work. See Scope of Work section of the appraisal report.
24. The liability to the client or client requirements such as any review is limited to 30 days after receipt. Any changes, corrections, or revisions, after this time are subject to acceptance by K. R. McBay Appraisal Company, and are subject to additional fees for extra services.
25. Use of or reliance on this appraisal or appraisal report, regardless of whether such use or reliance is known or authorized by the appraiser constitutes acknowledgment and acceptance of these general assumptions or hypothetical conditions, and any other terms and conditions stated in this report.

EXTRAORDINARY ASSUMPTIONS

1. An Environmental Assessment report was not available. The subject does not appear to be within a significant distance to identified sites with known or potential environmental concerns (See Subject Disclosure Report in Addenda). It is an Extraordinary Assumption that environmental issues, if any, do not affect the valuation.

2. The actual condition of specific construction components of the subject buildings such as plumbing, electrical, HVAC, structural, and roof are not determinable by the appraiser. The overall appearance of condition is average to good. It is an Extraordinary Assumption that specific construction components of portions of the subject buildings are in average to good condition.

CERTIFICATE OF APPRAISER

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year (36 month) period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by their duly authorized representatives.
10. I have personally inspected the subject of this report.
11. No one provided significant appraisal assistance.
12. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
13. As of the date of this report, I have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.



Mark A. Souza, Sr. Appraiser
General Certificate #AG043526 (Expires 1/10/2022)

PART II
FACTUAL AND DESCRIPTIVE DATA

REGIONAL PROFILE

The subject is a portion of those properties affected by the social, economic, and environmental influences of the Stockton Metropolitan Statistical Area (MSA), comprised of San Joaquin County.

Location and Area

The subject property is located at 5736 W. Grant Line Road, Tracy, San Joaquin County, CA. San Joaquin County, which also defines the Stockton MSA, is bordered by the Sierra Nevada Mountains on the east and by the Pacific Coast Range and the Delta area of the San Francisco Bay on the west. Sacramento County borders it to the north and Stanislaus County to the south.

Seven cities are located in the county and include Stockton, Lathrop, Lodi, Manteca, Tracy, Ripon, and Escalon. The area has a network of services that operate in the world marketplace. This network integrates different modes of transportation including ship, barge, rail, truck, plane, and pipelines. In addition, Stockton is relatively unique due to its inland deep-water port. The Port of Stockton is located 75 miles inland from the Golden Gate Bridge and the San Francisco Bay. It lies in the center of an intersection of three major railroads and is serviced by a highway system immediately adjacent to the port. Stockton Metropolitan Airport handles cargo and offers limited airline service; international scheduled airline service is available at Oakland and San Francisco, 45 miles and 55 miles west, respectively, and 65 miles north at Sacramento International Airport.

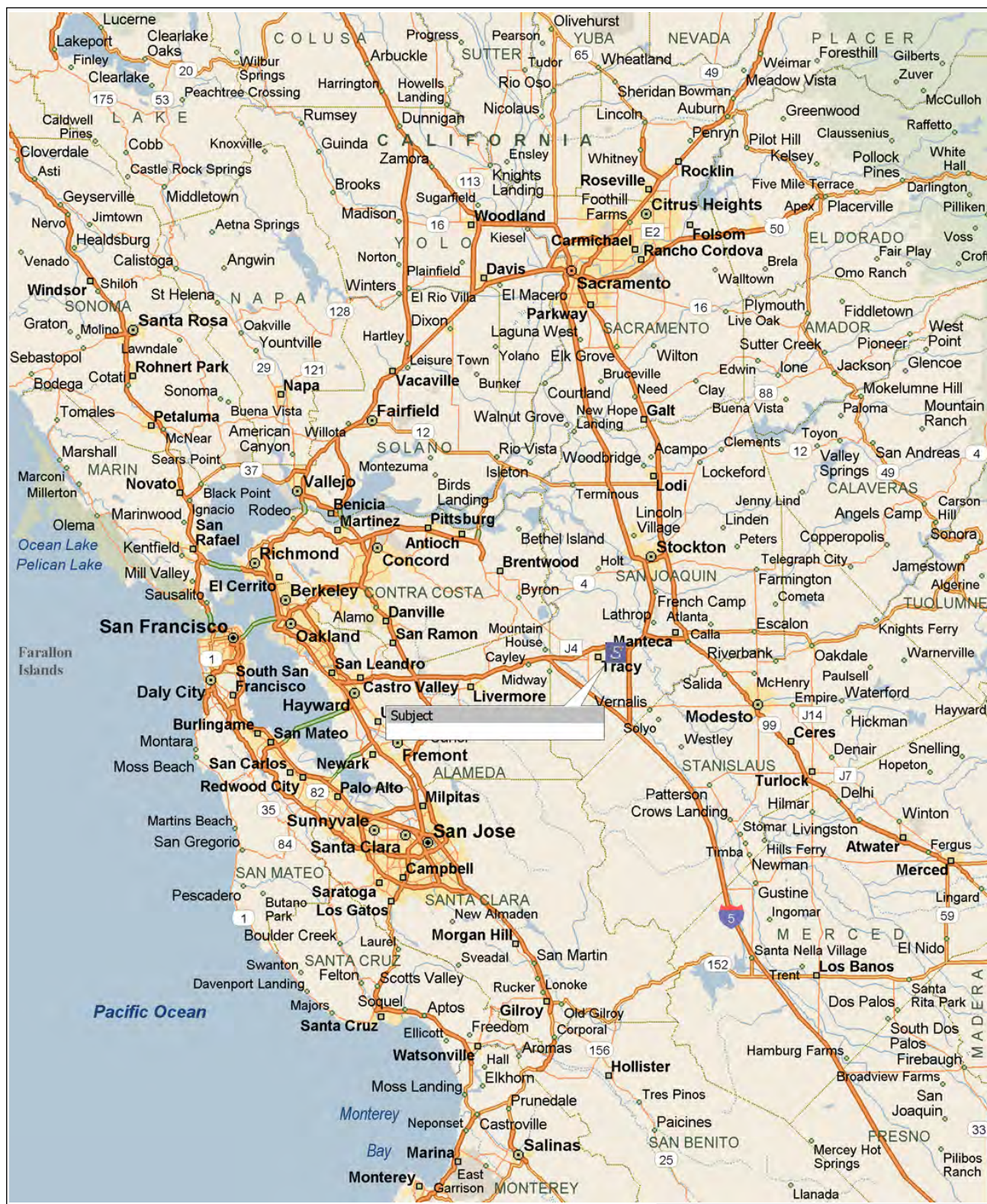
Population Growth Trends

Population in San Joaquin County reached 773,632 in January 2020 and 783,534 in January 2021. This represents a one-year increase of 1.3% and an increase of 39% over the twenty-one-year period from 2000 when the population was 563,598. Some incorporated cities in San Joaquin County experienced even stronger growth during this twenty-one-year period. The county as a whole saw a decrease of 694,293 to 690,899 or 0.5% from 2010-2011, but then increased again in 2012 to 695,750 and continued from 2013 through 2021. The following table illustrates the population growth for the county and selected cities of San Joaquin County:

POPULATION - SAN JOAQUIN COUNTY CITIES 2015 - 2021							
	2015	2016	2017	2018	2019	2020	2021
Escalon	7,413	7,168	7,205	7,725	7,442	7,478	7,501
Lathrop	20,353	22,174	23,110	23,711	25,401	26,833	28,503
Lodi	63,719	63,396	64,058	67,042	67,430	67,930	68,751
Manteca	73,787	74,222	76,247	81,022	83,395	84,800	87,319
Ripon	14,922	14,767	15,132	16,290	15,688	15,930	16,292
Stockton	306,999	316,464	320,554	313,822	317,271	318,522	320,876
Tracy	85,296	89,461	90,890	90,832	94,586	95,931	98,601
Balance of County	147,022	148,025	149,672	156,835	154,343	156,208	155,691
County Total	719,511	735,677	746,868	757,279	765,556	773,632	783,534

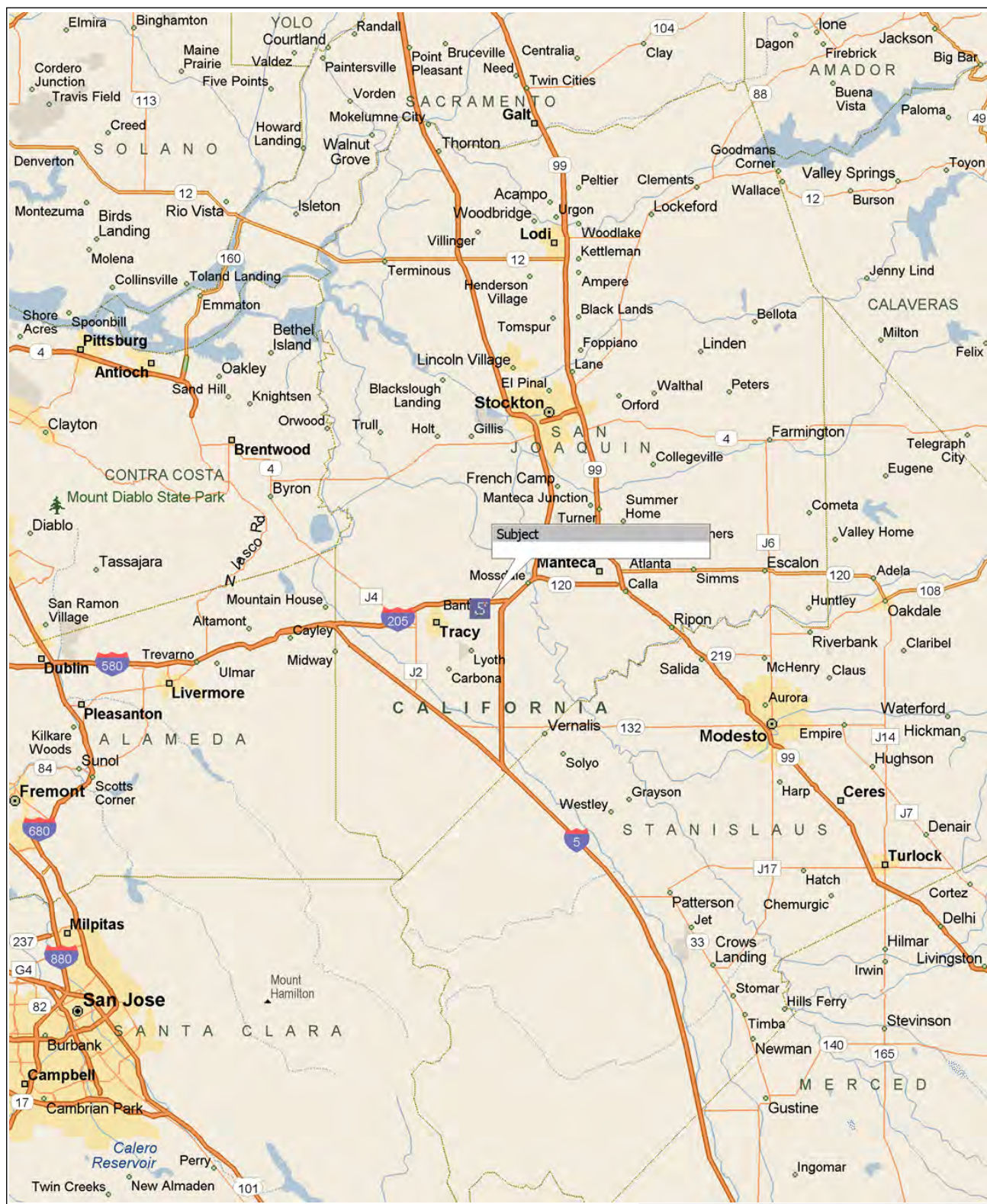
**Source: California Department of Finance E-5(as of January each year)*

REGION



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Labor Force Trends and Employment

Reflecting the impact of the world-wide Covid-19 pandemic, the unemployment rate in the San Joaquin County was 7.5 percent in September 2021, down from a revised 8.5 percent in August 2021, and below the year-ago estimate of 11.3 percent. This compares with an unadjusted unemployment rate of 6.4 percent for California and 4.6 percent for the nation during the same period. This data is per the most recent State of California, Employment Development Department release and is not shown below.

STOCKTON MSA - CIVILIAN LABOR FORCE AND UNEMPLOYMENT							
	2014	2015	2016	2017	2018	2019	2020
Civilian Labor Force	292,000	316,900	319,200	324,800	326,900	325,100	325,500
Civilian Employment	261,600	289,400	293,500	302,100	307,100	303,300	290,800
Civilian Unemployment	30,400	27,500	25,700	22,700	19,800	21,800	34,700
Civilian Unemployment Rate	10.4%	8.7%	8.1%	7.0%	6.1%	6.7%	10.6%

Source: State of California, Employment Development Department (as of December each year)

The following table indicates a broadly diversified economic base for the Stockton MSA.

INDUSTRY	2014	2015	2016	2017	2018	2019	2020
Total, All Industries	224,600	234,800	242,200	250,900	257,300	261,400	244,800
Total Farm	15,900	16,700	16,600	16,600	16,100	14,800	11,900
Total Nonfarm	208,800	218,200	225,600	234,300	241,300	246,600	233,800
Total Private	170,000	178,600	184,700	192,300	197,800	201,700	193,700
Goods Producing	27,600	28,800	29,900	30,800	32,500	32,700	31,900
Mining & Logging	100	100	100	100	100	100	100
Construction	8,900	10,100	11,100	11,500	12,700	13,100	12,900
Manufacturing	18,600	18,600	18,700	19,200	19,700	19,500	18,900
Service Providing	181,000	189,400	195,700	203,500	208,700	213,900	201,900
Trade, Transp. & Utilities	52,900	57,800	61,000	65,600	67,600	70,000	72,100
Wholesale Trade	11,300	11,400	11,600	12,100	12,600	12,700	12,000
Retail Trade	26,000	26,000	26,600	26,800	26,600	26,100	24,200
Trans, Whsg & Utilities	15,700	20,400	22,800	26,700	28,400	31,100	35,900
Information	2,100	1,900	2,000	1,900	1,800	1,700	1,500
Financial Activities	7,600	7,400	7,500	7,800	8,100	8,000	7,600
Prof. & Bus. Services	17,900	19,400	19,400	19,000	19,600	19,900	18,700
Educ. & Health Svcs	35,900	36,500	37,200	38,000	38,500	39,200	39,100
Leisure & Hospitality	19,100	19,700	20,300	21,400	22,000	22,600	16,500
Other Services	6,900	7,200	7,600	7,900	7,600	7,800	6,300
Government	38,800	39,600	40,900	42,000	43,500	44,900	40,100
Federal Government	3,200	3,000	3,000	3,100	3,100	3,200	3,200
State & Local Govt.	35,600	36,600	37,900	38,900	40,400	41,700	36,900

Source: State of California, Department of Employment Development

The following table identifies major employers in San Joaquin County:

Employer Name	Location	Industry
A Sambado & Sons Inc	Linden	Nuts-Edible
Amazon Fulfillment Ctr	Stockton	Mail Order Fulfillment Service
Blue Shield of California	Lodi	Insurance
Dameron Hospital Assn	Stockton	Hospitals
Deuel Vocational Instn Fire	Tracy	City Govt-Correctional Institutions
Foster Care Svc	Stockton	Government Offices-County
Leprino Foods Co	Tracy	Cheese Processors (mfrs)
Lodi Health Home Health Agency	Lodi	Home Health Service
Lodi Memorial Hospital	Lodi	Hospitals
Morada Produce	Stockton	Fruits & Vegetables-Growers & Shippers
NA Chaderjian Youth	Stockton	State Govt-Correctional Institutions
Pacific Coast Producers	Lodi	Canning (mfrs)
Prima Frutta Packing Inc	Linden	Fruit & Produce Packers
Safeway Distribution Ctr	Tracy	Distribution Centers (whls)
San Joaquin County CA Pubc	Stockton	Government Offices-County
San Joaquin County Human Svc	Stockton	Government Offices-County
San Joaquin County Sch	Stockton	School Districts
San Joaquin General Hospital	French Camp	Hospitals
San Joaquin Sheriff's Office	French Camp	Government Offices-County
SJGOV	Stockton	Government Offices-County
St Joseph's Cancer Ctr	Stockton	Cancer Treatment Centers
St Joseph's Regional Health	Stockton	Hospitals
Stockton Police Dept	Stockton	Police Departments
Stockton Unified School Dist	Stockton	School Districts
Wal-Mart Supercenter	Stockton	Department Stores

Source: State of California, Department of Employment Development

Conclusion

Population trends for San Joaquin County indicate continued moderate but steady growth for the area. The national economic trends indicate an overall stable to upward trending economy given the international pandemic. In recent years, real estate prices have improved in the region. See statement in Transmittal Letter in regard to Covid-19 pandemic. It is anticipated that the subject Region will trend with the Central Valley Region and State economies.

NEIGHBORHOOD PROFILE

Location, Boundaries, & Transportation

The subject property is located at 5736 W. Grant Line Road, approximately ½ mile east of the City of Tracy, in San Joaquin County, approximately 14 miles southwest of downtown Stockton, 9 miles southwest of the City of Manteca, ½ mile south of Interstate 205 and 3 miles west of Interstate 5. The neighborhood boundaries are considered to be the agricultural area east of the City of Tracy, south of Interstate 205, north of Highway 132 and west of the San Joaquin River.

Composition/Uses & Trends

The subject is located in an area of primarily agricultural and rural residential uses in unincorporated San Joaquin County, approximately ½ mile east of the City of Tracy. The subject is a part of the small unincorporated community of Banta in San Joaquin County. To the north of the subject is Banta Elementary School. Rural residential and agricultural properties are to the west and northwest of the subject. Lower density residential properties are to the south of the subject in Banta. Along Grant Line Road to the east are primarily rural residential and commercial uses, including rural residences immediately to the east of the subject. The subject SFR is a legal, non-conforming, but historical use in the neighborhood per county planning staff. The SFR and commercial building were both constructed in 1965, and the subject SFR has been entirely renovated within the last five years (See Improvement Analysis section). Both the SFR and the commercial building appear to be in relatively good demand having both been successfully owned and operated as an SFR and a garage/shop building with small office since their construction.

Public Services & Utilities

The subject neighborhood is served adequately by local elementary, middle, and high schools. Higher learning centers are at Stockton University of Pacific and Stanislaus State University in Turlock. Police and Fire Protection are provided by San Joaquin County. Local emergency medical services are available in Tracy and Stockton.

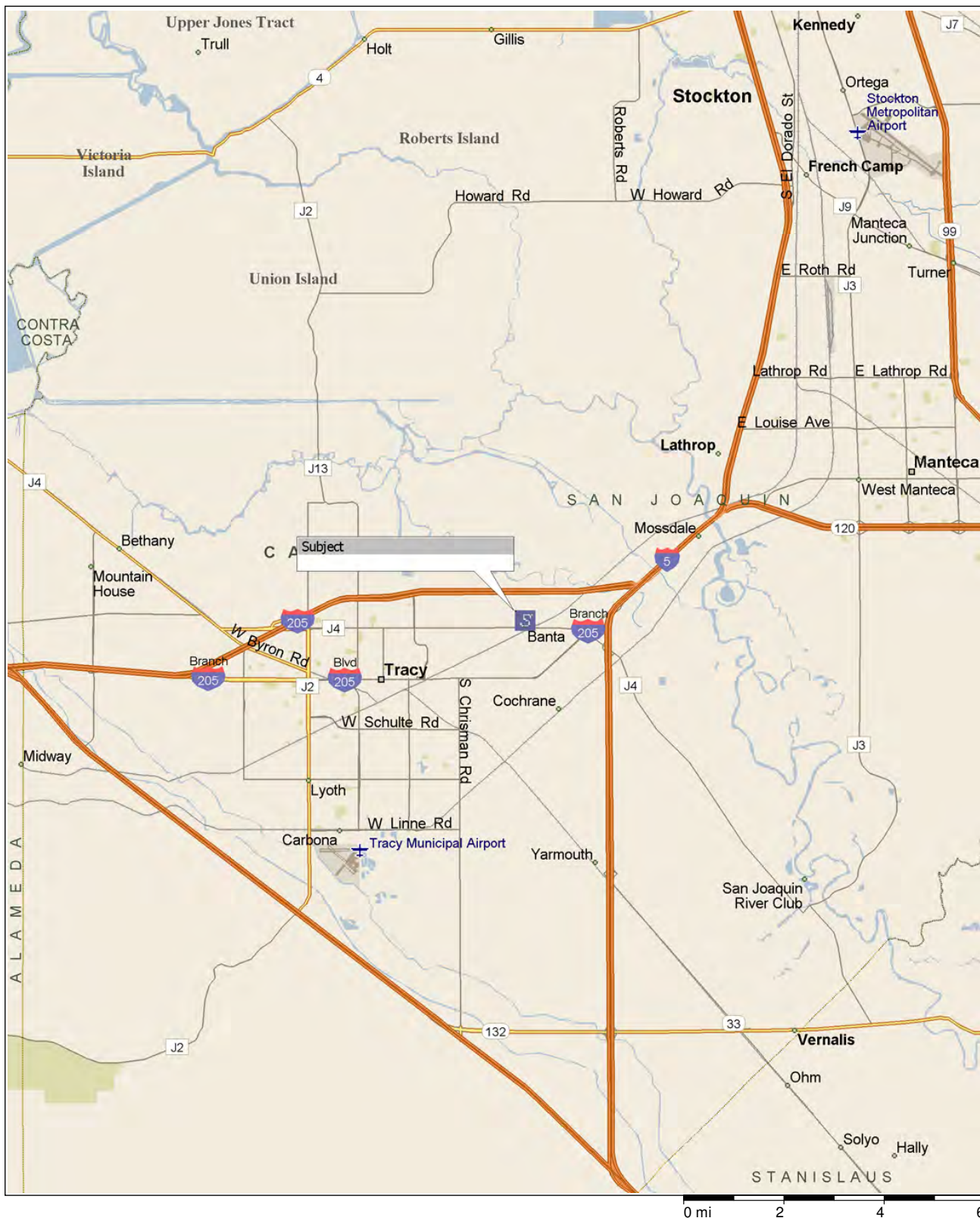
There is no municipal water or sewer service at the subject location. Pacific Gas & Electric Company provides electrical and gas service. Telephone services are provided by various carriers.

Conclusion

The subject is located in a primarily agricultural and rural residential area, approximately ½ mile east of the City of Tracy, ½ mile south of Interstate 205 and 3 miles west of Interstate 5. Tracy and the surrounding areas are well positioned in California's Central Valley, with substantial agricultural production and commerce. The area is well located with good proximity to the San Francisco Bay area, and with good access to state, national, and international markets. Tracy is increasingly considered a bedroom community for Bay Area commuters. An increasing population, good transportation linkages, and the relatively close proximity to employment centers, contribute to the attractiveness of the overall area.

The subject appears well positioned in the area for rural residential development and to service the population in the Tracy area. It is anticipated that on a long-term basis, employment and economic growth in Tracy will mirror the Regional economy.

NEIGHBORHOOD



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SUBJECT/ PHOTOGRAPHS



**SUBJECT BORDERS (APPROXIMATE) – SATELLITE VIEW
SOURCE: GOOGLE EARTH**

SUBJECT PHOTOGRAPHS



**GRANT LINE ROAD
VIEW WEST, SUBJECT ON LEFT**



**GRANT LINE ROAD
VIEW EAST, SUBJECT ON RIGHT**



**SUBJECT GRAVEL DRIVEWAY ENTRANCE
OFF OF GRANT LINE ROAD**

SUBJECT PHOTOGRAPHS



**VIEW OF COMMERCIAL BUILDING,
FRONT ELEVATION**



EAST ELEVATION - COMMERCIAL BUILDING



**WEST ELEVATION OVERHANG AREA
- COMMERCIAL BUILDING**

SUBJECT PHOTOGRAPHS



**FRONT GARAGE AREA WITH AUTO LIFT
(PERSONAL PROPERTY)**



TYPICAL SMALL OFFICE AREA



OFFICE AREA AIR CONDITIONER

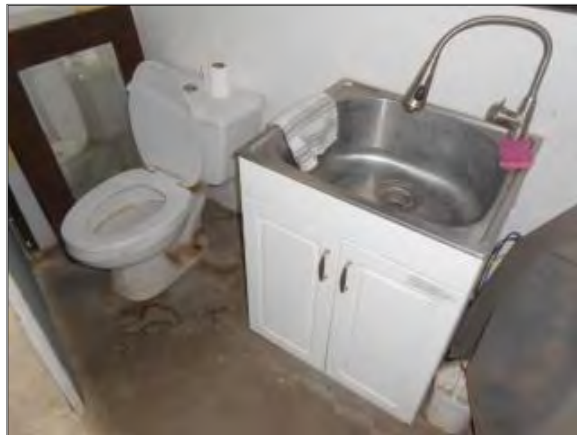
SUBJECT PHOTOGRAPHS



REAR SHOP AREA



**STAND ALONE RESTROOM BUILDING AT
REAR OF COMMERCIAL BUILDING**



RESTROOM INTERIOR

SUBJECT PHOTOGRAPHS



**GAS & ELECTRIC UTILITY CONNECTIONS
AT NW CORNER OF COMMERCIAL BUILDING**



**SEPTIC SYSTEM WEST OF COMMERCIAL
BUILDING**



FRONT ELEVATION - SFR

SUBJECT PHOTOGRAPHS



WEST ELEVATION - SFR



**REAR ELEVATION OF SFR WITH PROPERTY
DOMESTIC WELL IN FOREGROUND**



FAMILY ROOM AREA

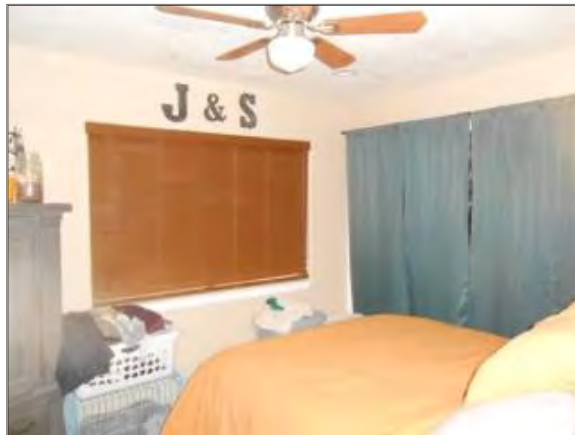
SUBJECT PHOTOGRAPHS



KITCHEN/DINING ROOM AREAS



KITCHEN

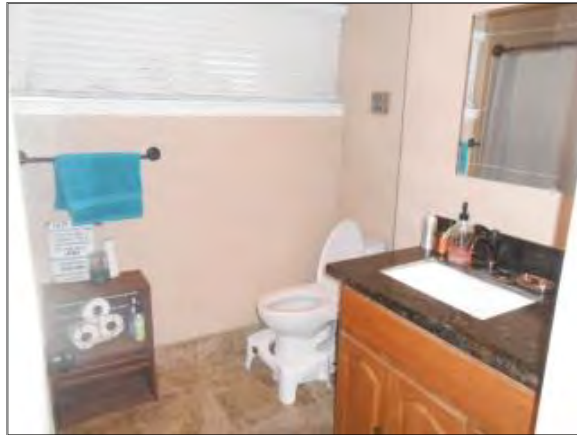


TYPICAL BEDROOM

SUBJECT PHOTOGRAPHS



LAUNDRY ROOM



BATHROOM



SFR – ROOF MOUNTED HVAC

SUBJECT PHOTOGRAPHS



FENCED LIVESTOCK AREA WEST OF SFR



DIRT AND GRAVEL PARKING AREA IN FRONT OF SFR



SMALL PATIO AREA IN FRONT OF SFR

SUBJECT PHOTOGRAPHS



RESIDENTIAL PROPERTY EAST OF SUBJECT



**ELEMENTARY SCHOOL PROPERTY
NORTH OF SUBJECT**



RESIDENTIAL PROPERTY WEST OF SUBJECT

SITE ANALYSIS

Location: 5736 W. Grant Line Road, Tracy, CA 95304

Legal Description: See Preliminary Title Report in Addenda.

Assessor's Parcel Number: 250-050-05 (San Joaquin County)

Assessed Value and Taxes (2021-2022):

ASSESSED VALUE				
APN	Land	Improvements	Personal Property	Parcel Total
250-050-05	\$429,403	\$227,331	\$0	\$656,734

TAXES				
APN	Size	Direct Assessments	Tax	Total Tax Bill
250-050-05	0.65 Ac	\$283.38	\$6,766.98	\$7,050.36

The Tax Rate is 1.0304%. Additional Tax Detail is provided in the Addenda. The subject's past year tax bill is not paid current. According to the San Joaquin Tax Collector's website and Preliminary Title Report in Addenda, the subject has a defaulted tax balance of \$11,897.81, which includes unpaid taxes dating back to 2019.

Size: 0.65 Acres (28,409 SF)

General Plan: Rural Service Commercial

Zoning: C-RS, Rural Service Commercial

Flood Zone: Zone X, Map # 06077C0595 F (10/16/2009)
Areas determined to be outside the 0.2% chance floodplain. While the subject is not located in a FEMA-designated flood zone, it is located within a dam inundation area with apparent potential for flooding in this case (See Subject Disclosure Report in Addenda).

Environmental Hazards: None known or observed. An environmental assessment report was not provided. See Extraordinary Assumptions. The subject is also not within a significant distance to identified site with known or potential environmental concerns (See Subject Disclosure Report in Addenda).

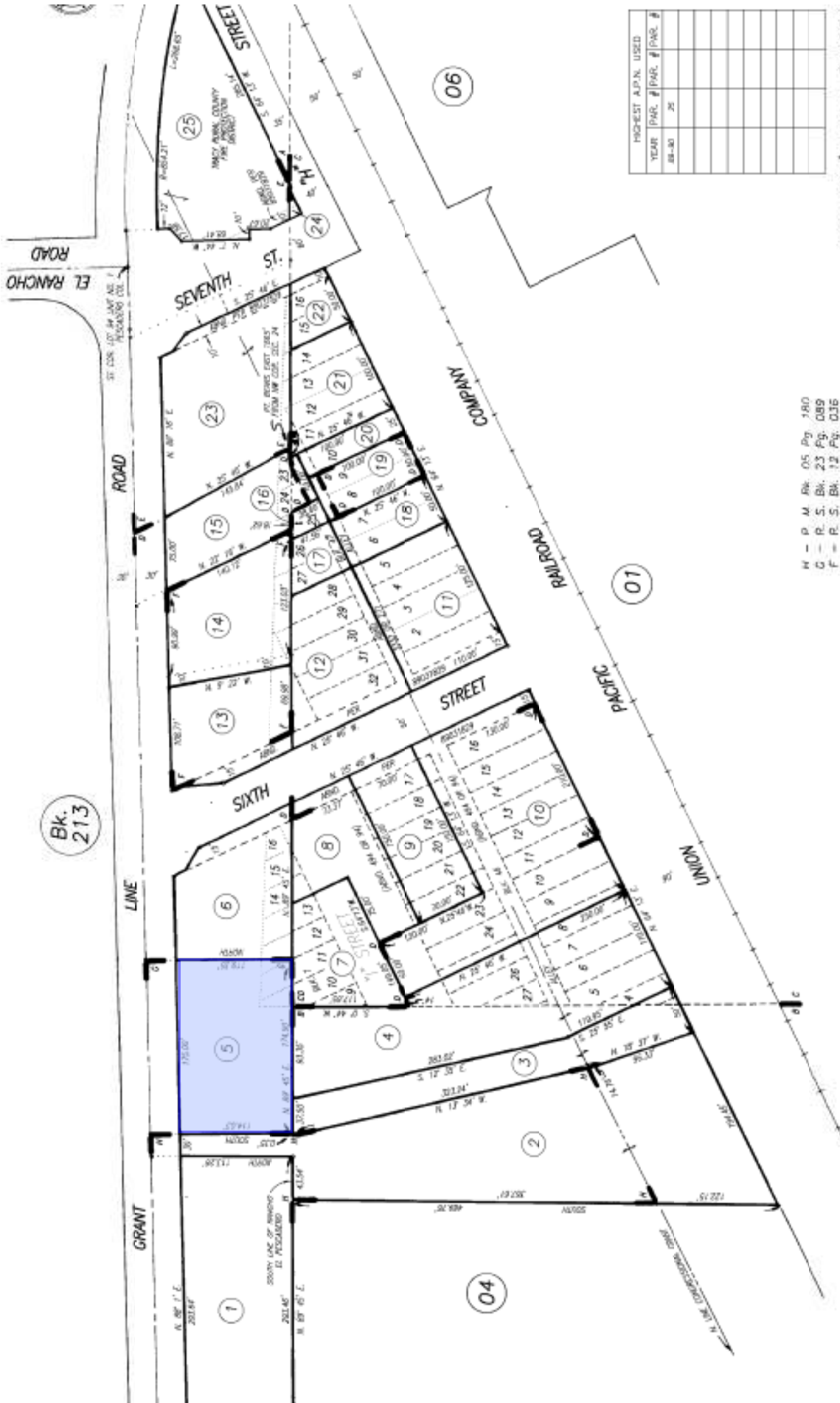
Alquist-Priolo Earthquake Zone: The subject is not identified as being located within an earthquake fault zone.

Shape/Topography: Rectangular; overall level topography

a- POR. RANCHO EL PESCADERO
 b- POR. N.W. 1/4 SEC. 24 T.2S. R.5E., M.D.B.&M.
 c- POR. BANTA

THIS MAP IS FOR ASSESSMENT USE ONLY

250



YEAR	PAR. #	PAR. #	PAR. #
88-90	25		

- H - P. M. Bk. 05 Pg. 180
- C - R. S. Bk. 23 Pg. 089
- F - R. S. Bk. 72 Pg. 036
- E - R. S. Bk. 06 Pg. 004
- D - R. S. Bk. 05 Pg. 295
- C - R. M. Bk. 07 Pg. 003

(NOTE: Assessor's Parcel Num.
 Assessor's Block Num.)

Assessor's Map Bk.250
 County of San Joaquin

Subject

<u>Soil and Drainage:</u>	Soil and drainage appears adequate and typical for area.
<u>Access:</u>	The subject has average access from Grant Line Road.
<u>Parking:</u>	8 gravel-paved, parking spaces adjacent the commercial building are along Grant Line Road. The parking availability meets the needs of the subject property.
<u>Site Improvements:</u>	Gravel and dirt parking areas; basic landscaping around the subject building consists mainly of landscape trees only.
<u>Off-Site Improvements:</u>	Paved, county-maintained roads.
<u>Frontage:</u>	Approximately 179 feet of frontage on Grant Line Road according to Assessor's Parcel Map
<u>Utilities:</u>	Electricity, natural gas, telephone, well, and septic system (typical of the neighborhood)
<u>Easements:</u>	None of significance to the valuation. See Preliminary Title Report in Addenda.
<u>Apparent adverse easements, conditions, encroachments or other adverse conditions:</u>	None known or observed by appraiser or reported by subject listing broker.
<u>Functional Adequacy and Utility:</u>	The site is functional and adequate for commercial and single-family uses.
<u>Comments:</u>	The subject is an interior lot at a medium-traffic commercial roadway approximately ½ mile east of the City of Tracy. The subject is well situated for a variety of commercial and single-family uses.

IMPROVEMENT ANALYSIS

The subject is a mixed-use property consisting of three buildings totaling 3,481 square feet Gross Building Area (GBA) per appraiser measurement. The Assessor's data appears to only have the Commercial building GBA at 2,400 SF. The MLS listing has the SFR at 987 SF and the Commercial building at 2,500 SF for a total GBA of 3,487 SF. The appraiser measurements are utilized and relied upon.

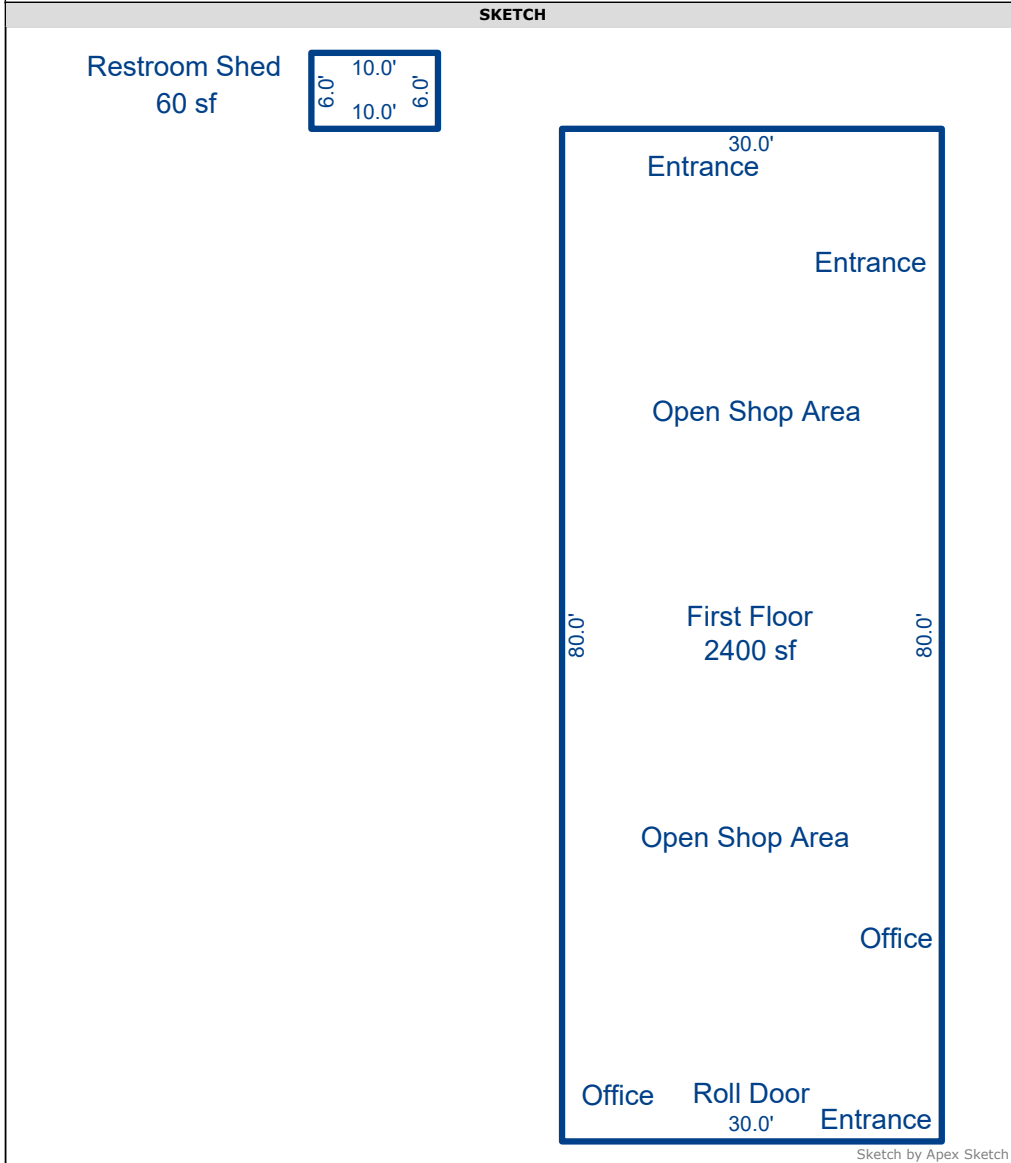
A Commercial building of 2,400 square feet GBA is located on the eastern side of the property. It consists of a front garage space accessible by a personnel door and a 13'x13' roll door, a rear shop space is accessible by a personnel door and a 7'x7' sliding door, and two small offices are in the front garage area. The Commercial building also has covered overhang areas over concrete slab of approximately 1,200 SF on the west side and 360 SF at the rear of the building. A stand-alone Restroom building of 60 square feet GBA is located adjacent the Commercial building to the southeast and provides toilet, sink and shower facilities for the Commercial building. A Single-Family Residence of 1,021 square feet Gross Living Area (GLA) is located adjacent the Commercial building to the west. The SFR has three bedrooms and one bathroom.

The subject buildings were originally constructed in 1965 and the SFR has been extensively renovated in the last five years per listing broker, including updating to general plumbing, bathroom, kitchen, exterior and interior paint, flooring, and roofing. Both subject buildings are of wood frame construction on concrete slab foundations. The subject buildings are of average construction quality with the Commercial building considered to be in average condition and the SFR in good condition. Gravel paved parking areas are along the front and west side of the commercial building providing approximately 8 parking spaces.

Type of Property:	Mixed-Use Single-Family Residence and Commercial (garage/shop/restroom) buildings.
Chronological Age:	All buildings: 56 years (constructed in 1965 per assessor with SFR renovated in last five years per property owner).
Effective Age:	Garage/Shop: 15 Years (appraiser estimate) Restroom: 15 Years (appraiser estimate) SFR: 5 Years (appraiser estimate)
Estimated Remaining Economic Life:	Garage/Shop: 20 Years Restroom: 10 Years SFR: 50 Years
Number of Buildings:	Three buildings
Stories:	Single-story
Class of Construction:	Class D, Average quality. Wood frame buildings with plaster (Garage/Shop) and wood panel (Restroom & SFR) exteriors.

SKETCH/AREA TABLE ADDENDUM

SUBJECT INFO			
File No.:	Parcel No.:		
Property Address:			
City:	County:	State:	ZipCode:
Owner:			
Client:	Client Address:		
Appraiser Name:	Inspection Date:		



Sketch by Apex Sketch

AREA CALCULATIONS SUMMARY						AREA CALCULATIONS BREAKDOWN				
Code	Description	Factor	Net Size	Perimeter	Net Totals	Name	Base x	Height x	Width =	Area
GBA1	First Floor	1.0	2400.0	220.0	2460.0	First Floor	80.0 x	30.0 x	=	2400.0
	Restroom She	1.0	60.0	32.0		Restroom Shed	10.0 x	6.0 x	=	60.0
Net BUILDING cnt 2 (rounded) 2,460						2 total items (rounded) 2,460				

SKETCH/AREA TABLE ADDENDUM

SUBJECT INFO																						
File No.:	Parcel No.:																					
Property Address:																						
City:	County:	State:	ZipCode:																			
Owner:																						
Client:	Client Address:																					
Appraiser Name:	Inspection Date:																					
SKETCH																						
<p style="text-align: center; font-weight: bold; font-size: 1.2em;">First Floor 1021.3 sf</p>																						
Sketch by Apex Sketch																						
AREA CALCULATIONS SUMMARY					AREA CALCULATIONS BREAKDOWN																	
Code	Description	Factor	Net Size	Perimeter	Net Totals	Name	Base x	Height x	Width =	Area												
GLA1	First Floor	1.0	1021.3	138.0	1021.3	First Floor	47.5 x	21.5 x	=	1021.3												
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Net LIVABLE</td> <td style="width: 10%;">cnt</td> <td style="width: 10%;">1</td> <td style="width: 10%;">(rounded)</td> <td style="width: 10%;">1,021</td> <td style="width: 10%;"></td> </tr> </table>						Net LIVABLE	cnt	1	(rounded)	1,021		<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">1 total items</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;">(rounded)</td> <td style="width: 10%;">1,021</td> <td style="width: 10%;"></td> </tr> </table>					1 total items			(rounded)	1,021	
Net LIVABLE	cnt	1	(rounded)	1,021																		
1 total items			(rounded)	1,021																		

Building Size:	Garage/Shop: 2,400 SF Gross Building Area Restroom: 60 SF Gross Building Area <u>SFR: 1,021 SF Gross Living Area</u> Total: 3,481 SF
Net Rentable Area:	Garage/Shop: 2,400 SF Gross Building Area Restroom: 60 SF Gross Building Area <u>SFR: 1,021 SF Gross Living Area</u> Total: 3,481 SF
Site Coverage Ratio:	3,481 SF/28,409 SF = 12 percent (commercial buildings of 2,460 SF only on estimated site area of 0.26 acres have a SCR of 22%)
Exterior Walls:	Garage/Shop: Painted plaster Restroom: Wood panel SFR: Wood panel
Roof:	Gabled roofs with new composition-shingle covering on SFR and Restroom buildings. Garage/Shop is metal-covered.
Foundation:	Concrete slab
Interior Walls:	All buildings have textured and painted drywall.
Ceiling:	All buildings, except Garage/Shop, have textured and painted drywall ceilings. Garage/Shop building service and repair areas have open ceilings to truss and roof area.
Ceiling Height:	Garage/Shop: 13' Garage/Shop/Offices: 8' Restroom: 8' SFR: 8'
Floors:	Garage/Shop: Concrete Garage/Shop/Offices: Wood laminate Restroom: Concrete SFR: Carpet, wood laminate & tile
HVAC:	Garage/Shop: Roof-mounted unit Garage/Shop/Offices: Wall-mounted A/C unit Restroom: None SFR: Roof-mounted unit
Personal Property:	None included in the valuation. A portable Auto Lift unit in the Garage/Shop building is considered personal property. It is not included in the valuation, or in the pending sale per listing broker.

Site Improvements:

The site improvements include, gravel and dirt parking spaces at the front of the subject buildings with basic landscaping around the buildings consisting of landscape trees only. Minor chain-link fencing for livestock on the western side of the property is given nominal value in the analysis.

Comments: The subject is a mixed-use property of average quality construction and in average to good condition.

PART III
ANALYSIS AND CONCLUSIONS

HIGHEST AND BEST USE

The term "Highest and Best Use", as used in this report, is defined as follows:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value"¹

In estimating highest and best use, there are essentially four criteria:

1. **Legally Permissible:** What uses are permitted by zoning and deed restrictions on the site in question?
2. **Physically Possible:** What uses of the site in question are physically possible?
3. **Financially Feasible:** Which possible and permissible uses will produce a net return to the owner of the site?
4. **Maximally Productive:** Among the feasible uses, which will produce the highest net return or the highest present worth?

In estimating Highest and Best Use, the site is analyzed as if vacant and available for development, and as it is presently improved.

Analysis and Conclusions:

As If Vacant

In accordance with the definition of highest and best use, it is appropriate to analyze the site as it relates to permissible, physically possible, financially feasible, and maximally productive as it relates to anticipated market conditions. The physical characteristics of the parcel such as size, topography, visibility, access, and utility availability are all conducive to a number of potential uses.

Legally Permissible: Private deed restrictions, zoning regulations, leases, building codes, historical district controls, and environmental regulations often preclude many possible highest and best uses. The subject is currently being used as a mixed use rural residential and commercial property. The San Joaquin County General Plan and zoning designate the property as Rural Service Commercial (C-RS). This designation is intended to provide for retail and service uses within rural communities that are frequently required by rural residents and the surrounding agricultural community. The zone envisions a mix of retail uses, professional offices, and commercial services. The subject property residential use for the SFR building is a historical use, which is a legal, non-conforming use per San Joaquin County planning department staff. The historical use status allows for continued single-family residential use. Per San Joaquin County planning staff, the historical residential use permit would be maintained also in the event of the destruction of the subject SFR building, so long as it is rebuilt within a 12-month time period.

Physically Possible: The size, shape, and topography affect the uses to which the land can be developed. The utility of a property will depend upon such other factors as its frontage and depth. Irregularly shaped properties may cost more to develop and may have less utility than a regularly shaped property of the same total area. The subject appears to be physically adaptable to a wide variety of uses, limited only by legally permissible constraints.

¹The Appraisal of Real Estate, Thirteenth Edition, The Appraisal Institute, 2008.

Financially Feasible: Any property use that is capable of producing a positive rate of return is believed to be feasible. Factors determining which property uses are feasible include those which determine the legally permissible and physically possible uses. Other important factors to consider are the location, adjacent property uses, and the neighborhood's characteristics. These factors, along with appropriate market information, help in the analysis of what returns could prudently be expected from the various alternative property uses. The financially feasible alternatives are limited by the legally permissible uses which include both rural residential uses, and a variety of retail and office types. The subject is located with average access and visibility along a medium traffic roadway approximately ½ miles east of the City of Tracy. The specific location lends itself to mixed-use commercial and residential uses. It appears that there is demand for commercial and single-family properties in the subject market area along similar average visibility and medium traffic roadways with proximity to larger urban areas. Retail, office, and single-family uses appear to be financially feasible.

Maximum Productivity: The capital investment required to develop the subject as though vacant would be different for various uses. When invested capital varies among alternative uses, the income from each use must be related to its invested capital base by calculating the rate of return. The use producing the highest rate of return to the land is the highest and best use of the property as vacant. The use producing the maximum productivity is development to commercial use.

Conclusion of Highest and Best Use - As If Vacant

The highest and best use As-If Vacant is concluded to be commercial.

AS IMPROVED

The subject is a mixed-use property consisting of three buildings totaling 3,481 square feet Gross Building Area (GBA). A Garage/Shop building of 2,400 square feet GBA, a Restroom building of 60 square feet GBA and a Single-Family Residence of 1,021 square feet Gross Living Area (GLA).

Alternative Uses

The “As Improved” analysis will consider the viability of the existing improvements. The five possible alternative treatments of the properties are discussed below. They are applied to the subject’s improvements for the purpose of systematic analysis.

Demolition – Demolition is not a feasible option. The value as improved exceeds the value of the land.

Expansion – Expansion is a possible alternative, but does not appear warranted.

Conversion – Any structure can be converted to an alternative use at a cost. However, based upon surrounding development, conversion would not be feasible.

Renovation - The subject is considered to be of average quality and in average to good condition. Renovation is not necessary.

Continued Use “As-Is” - The final option is the use of the buildings as is. The current property uses are legal, physically possible, financially feasible, and maximally productive.

Conclusion

The concluded Highest and Best Use as improved is continued use As-Is.

MARKET OVERVIEW AND TREND ANALYSIS

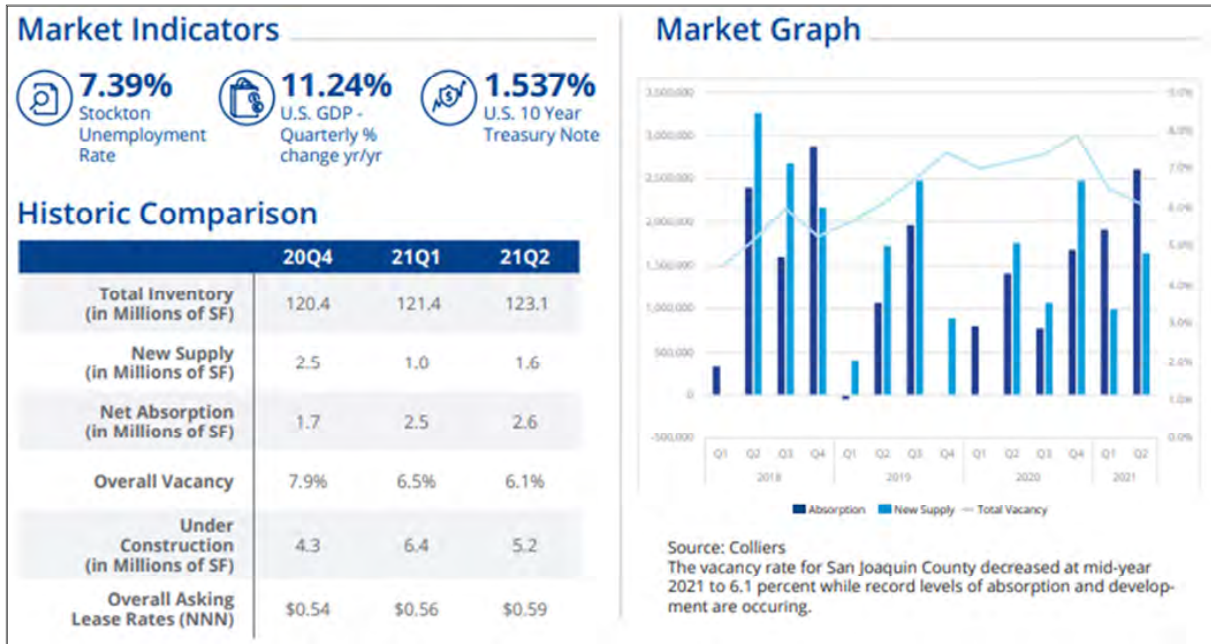
The subject is located in unincorporated San Joaquin County approximately ½ mile east of the city limits of Tracy, part of the Central Valley market. Specific statistical data was limited. Trends from neighboring Central Valley communities, including the Stockton and Modesto areas, are considered generally reflective of market trends in the subject’s area and property type. The subject commercial building has significant industrial functional utility and is considered to be influenced more by industrial than retail market trends in the local real estate market. Market conditions adjustments were based on (1) industrial market news and statistics, (2) discussions with real estate agents familiar with the area and (3) sale and re-sale data, as applicable.

The following information is provided by Colliers International Stockton Market Research Industrial Report 2Q 2021:

Industrial Market Highlights:

- The Northern California Central Valley/San Joaquin County/ Stockton industrial market remains strong and healthy in 2021
- Gross absorption YTD totaled 6.2 million square feet
- Net absorption for second quarter 2021 at 2.6M square feet
- 5.2 million square feet currently under construction in the county

The following graph is provided by Colliers International Stockton Market Research Industrial Report 2Q 2021 for all industrial sectors. In the 12 months preceding 2Q 2021 vacancies have declined slightly, rents have increased slightly, and there was significant new construction with significant new industrial space under construction.

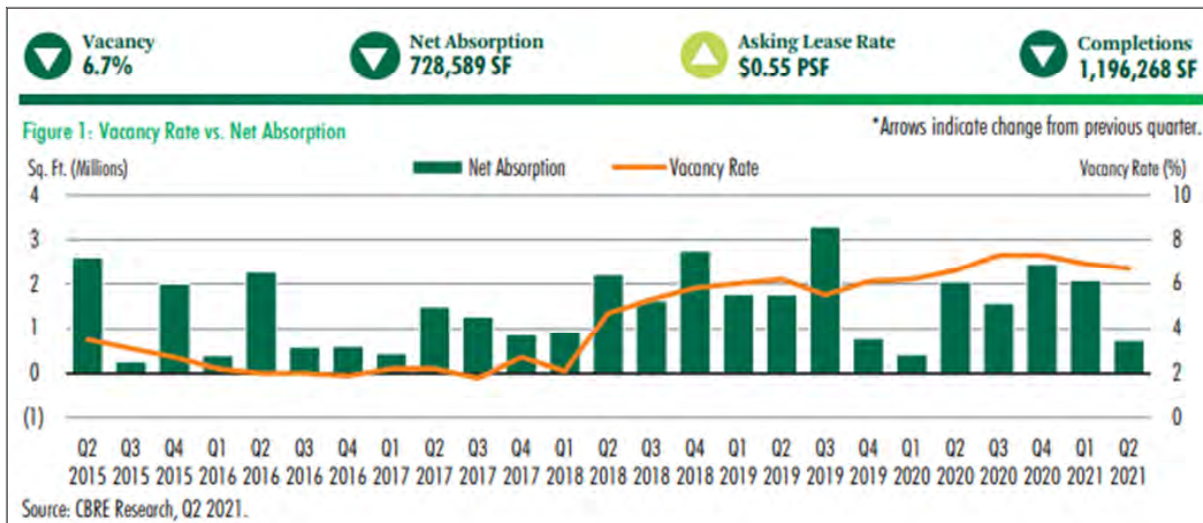


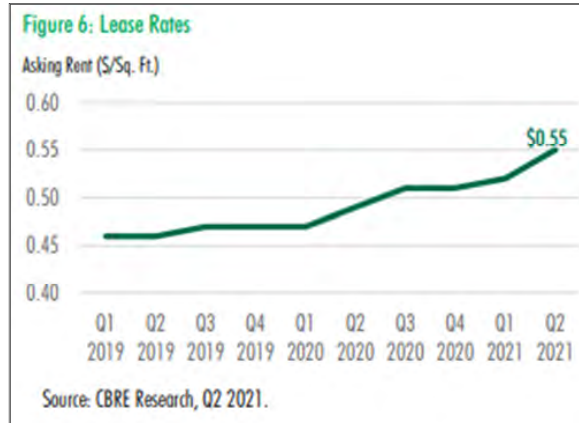
The following information is provided by CB Richard Ellis Market View Central Valley Industrial Report Q2 2021:

Industrial Market Highlights:

- Lease Rates: Market-wide average asking lease rates continued their upwards trajectory as rates climbed \$0.03 quarter-over-quarter, finishing Q2 2021 at \$0.55 NNN. Asking rates have grown 34% since Q2 2018. Record occupier demand, rising development costs, and rising rents in neighboring markets will continue to push market-wide lease rates higher.
- Net Absorption: Overall market activity has steadily increased over the past few years, posting 36 straight quarters of positive net absorption, including 728,529 SF in Q2 2021. While net absorption is lower than quarters past, this does not reflect true tenant activity in the region with numerous build-to-suit and pre-lease transactions that are booked but have yet to absorb. The tenants in the market number is at an all-time high which will lead to strong absorption figures in the coming quarters.
- Vacancy and Availability: The market wide vacancy experienced a slight decrease in Q1 2021 while availability on the other hand increased slightly. The vacancy rate decreased 20 basis points (bps) to 6.7% while availability increased 50bps to 9.0% quarter-over-quarter. Both rates are expected to fluctuate slightly but remain healthy over the coming quarters as speculative developments continue to deliver and are subsequently leased.
- Construction Activity: The Central Valley market continues to see robust construction activity, providing high quality options to occupiers in the market. Q2 2021 saw 1.2 million SF of deliveries across the Lathrop, Stockton, and Tracy submarkets. Construction deliveries are expected to swell in the second half of 2021 as over 4 million SF is slated to deliver in Q3 and Q4 2021. Additional speculative and build-to-suit projects will break ground throughout the market in the second half of 2021.

The following charts from CB Richard Ellis Market View Central Valley Industrial Report Q2 2021 compares historical absorption (green columns) and vacancy rates (orange line); the second chart shows historical asking rent prices:





Discussion with Real Estate Agents:

Hiram Kemp of California Realtors & Management (209) 556-9224 was interviewed by Mark Souza of K. R. McBay Appraisal Company in October 2021 and stated that stand-alone commercial buildings are rarely on the market and values for properties similar to the subject have been overall increasing over the prior 34-month marketing period for the selected comparable sales in the Central Valley market area by as much as 18%, or approximately 0.75% per month.

Judy Vo of Re/Max Gold Stockton, (209) 639-5959, was interviewed by Mark Souza of K. R. McBay Appraisal Company in October 2021 and stated that values have been overall increasing over the prior 34-month marketing period for the selected comparable sales by as much as +1.0% per month for the period with very limited supply and strong demand.

Robert Arroyo of PMZ Real Estate, (209) 815-2610, was interviewed by Mark Souza of K. R. McBay Appraisal Company in October 2021 and stated that the local market for commercial properties similar to the subject has been increasing over the prior 34-month marketing period for the selected comparable sales with limited supply and good demand. Mr. Arroyo reported increases of approximately 1.7% per month.

David Quinonez of PMZ Commercial Real Estate, (209) 614-5653, was interviewed by Mark Souza of K. R. McBay Appraisal Company in October 2021 and stated that the local market for commercial properties similar to the subject has been increasing over the prior 34-month marketing period for the selected comparable sales by approximately 0.75% per month with limited supply and good demand.

Manual Maurtua of Welcome Home Realty (209) 518-5673, was interviewed by Mark Souza of K. R. McBay Appraisal Company in October 2021 and stated that commercial property values have increased somewhat over the past 34 months. The property type is in strong demand with little inventory available.

Market Conditions Summary:

The following table is a tabulation of the above market area reports in order to establish a market conditions adjustment for the subject property.

Source	Building Type	MSA	Data Type	Start	End	Change	Per Month
Colliers	Commercial	San Joaquin	Asking Lease	3Q 19	2Q 21	15.3%	0.64%
CBRE	Commercial	San Joaquin	Asking Lease	3Q 19	2Q 21	8.0%	0.33%
R. E. Agents	Commercial	Stockton	Discussions Avg.	3Q 19	3Q 21		0.89%
						Avg.	0.62%

The cumulative data provides an indication of a market that is stable to increasing in asking prices. The above data indicates an average increase of approximately 0.62% per month for the past 34 months. The data tends to indicate a market that has fluctuated somewhat but has been overall stable to increasing.

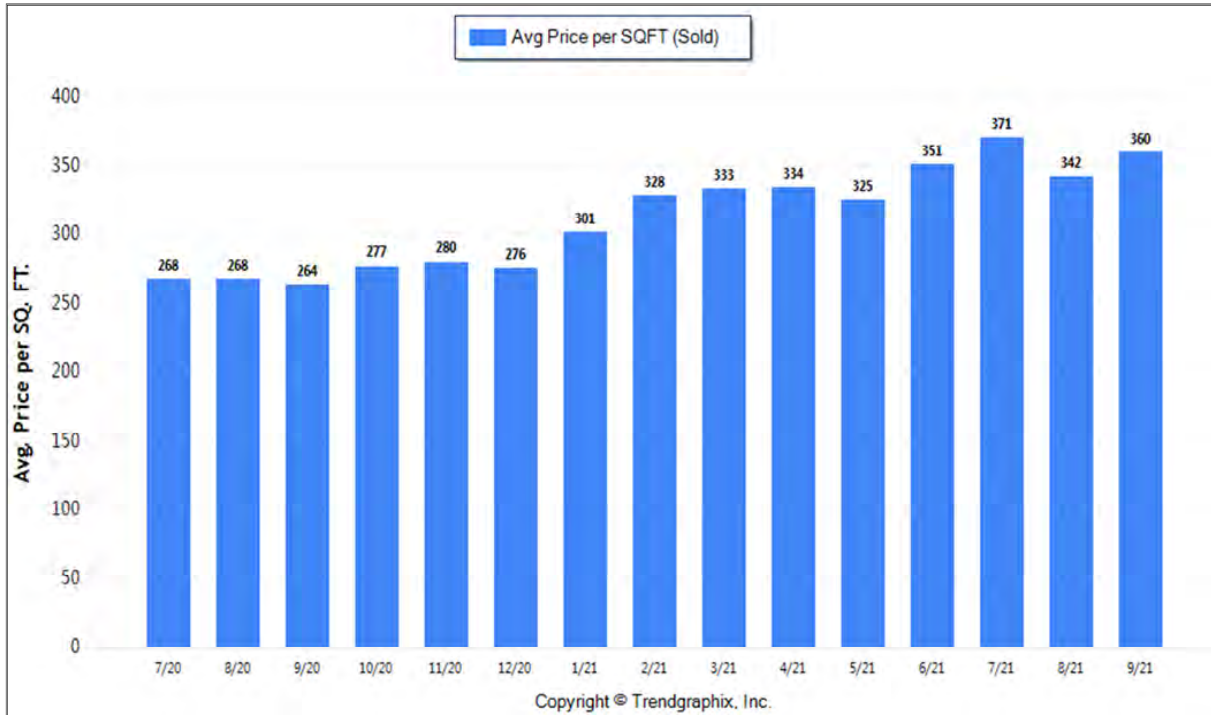
Conclusion:

The overall market increase ranged from 0.33% to 0.89% per month with an average of positive 0.62% per month for the past 34 months. All the data provided shows a market that is stable to increasing over the selected comparable sales marketing period. This was confirmed through discussions with market participants who noted a stable to increasing market over the prior three years, which is in a stage of stable to increasing demand and pricing. Based on the sales dates of the selected comparable sales overall, and emphasizing broker opinion, a market conditions adjustment of 0.50% per month is applied.

Residential Market Analysis San Joaquin County:

Residential market data is generally applicable to the subject’s rural residential component of value.

The following graph is provided by MetroList MLS. The graph shows the average price of single-family residences in Tracy, CA from July 2020 to September 2021 for the subject zip code (95304). The graph indicates that the average price of a single-family home in Tracy has fluctuated, but overall increased approximately 23.3% or 2.92% per month during the preceding 8 months.



Sale – Resale Data:

Relevant sale – resale data was not available.

Discussion with Real Estate Agents:

Cristi Bean of At Home Real Estate Group (209) 993-4909 was interviewed by Mark Souza of K. R. McBay Appraisal Company in October 2021 and stated that the market for rural residential properties has increased in value over the last 8 months. Ms. Bean felt that the market now has more demand than supply, indicating increasing values presently by as much as 10%, or 1.3% per month.

Spencer Vela of Keller Williams Realty, (209) 740-5952 was interviewed by Mark Souza of K. R. McBay Appraisal Company in October 2021 and stated that in his opinion that the overall market has strong demand and limited supply. His opinion is that the market for rural residential properties has slightly increased over the past 8 months.

Christina Yrigollen of Realty One Group (209) 639-9492 was interviewed by Mark Souza of K. R. McBay Appraisal Company in October 2021 and stated that the market for rural residential properties has increased in value over the last 8 months by approximately 7%, or 0.9% per month. Ms. Yrigollen reported that the market has good demand and somewhat low supply.

Tony Martinez of Intero Real Estate Services (510) 393-2779 was interviewed by Mark Souza of K. R. McBay Appraisal Company in October 2021 about the market for rural residential properties in the subject's market area. Mr. Martinez noted that the market has been increasing by as much as 8%, or 1% per month, with good demand and overall limited supply.

Michael Gordon of Sterling Investment & Financial Services, (888) 373-2555 was interviewed by Mark Souza of K. R. McBay Appraisal Company in October 2021 and stated that in his opinion that the overall market for rural residential properties has been increasing significantly by as much as 1% per month with limited supply and good demand.

Lisa Aguilera of Keller Williams Realty, (209) 814-8256 was interviewed by Mark Souza of K. R. McBay Appraisal Company in October 2021 and stated that in her opinion the overall market for rural residential properties has been overall increasing with limited supply and high demand, indicated by multiple offers on SFR properties in the local market.

Market Conditions Conclusion:

The sale dates of the improved comparable sales used in this report range between 12/29/2020 and 08/11/2021. Based on the market data and emphasis on broker opinion a market conditions adjustment of +0.75% per month is applied.

MARKETABILITY

Definition of Marketing Period

The Marketing Period is the amount of time necessary to expose a property to the open market in order to achieve a sale. It is generally considered the time from the date the property is listed to the date a contract for purchase and sale is executed. Implicit in this definition are the following conditions:

- The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar types of properties.
- The property will be offered at a price reflecting the most probable mark-up over market value used by sellers of similar properties.
- A sale will be consummated under the terms and conditions of the definition of market value stated in this report.

Marketing Period

The following marketing times were reported for Comparable Commercial Sales:

COMMERCIAL SALES			
Sale #	List Date	Sale Date	Days On Market
#1	05/22/18	01/16/19	187
#2	02/11/19	05/23/19	93
#3	01/09/20	05/22/20	133
#4	09/15/20	04/15/21	59
#5	07/17/20	04/28/21	244
Average			143

The Days on Market time is based on the stated list date to pending date for the comparable commercial sales. For sales with no pending date available the list date to recording date was utilized. A marketing time of less than 12 months is anticipated.

The following marketing times were reported for Comparable Improved Rural Residential Sales:

RURAL RESIDENTIAL SALES			
Sale #	List Date	Sale Date	Days On Market
#1	11/19/20	12/21/20	32
#2	12/02/20	01/29/21	58
#3	01/19/21	02/19/21	31
#4	10/08/20	04/14/21	188
#5	07/09/21	07/28/21	19
#6	05/13/21	08/11/21	90
Average			70

The Days on Market time is based on the stated list date to pending date for the comparable improved rural residential sales. For sales with no pending date available the list date to recording date was utilized. A marketing time of less than 12 months is anticipated.

Exposure Time

Inherent in the definition of market value and marketing time is an adequate amount of *exposure* to the open market. Two excerpts from the definitions of both market value and marketing time are listed as follows:

Market Value:

"... a reasonable time is allowed for exposure in the open market."

Marketing Time:

"...the property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar type properties."

Exposure time, as defined by the Appraisal Standards Board of the Appraisal Foundation, is stated as follows:

"The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market."

The exposure time for the subject property is estimated to be roughly equal to the marketing time previously stated (i.e., less than 12 months).

THE APPRAISAL PROCESS

The appraisal process is the orderly program in which the data used to estimate the value of the subject property are acquired, classified, analyzed, and presented. The first step is defining the appraisal problem - i.e., identification of the real estate, the effective date of the value estimate, the property rights being appraised, and the type of value sought. Once this has been accomplished, the appraiser collects and analyzes the factors that affect the market value of the subject property. These include area and neighborhood analysis, site and improvement analysis, highest and best use analysis, and the application of the three approaches to estimating the property value: the Cost Approach; the Sales Comparison Approach; and the Income Approach.

In the Cost Approach to value accrued depreciation is deducted from the cost new of the improvements, and this added to the land value. The resultant figure indicates the value of the whole property. Generally, the land value is obtained through the Sales Comparison Approach. Replacement cost new of the improvements is estimated on the basis of current prices for the component parts of the building less depreciation, which is computed after analyzing the disadvantages or deficiencies of the existing building as compared to a new building.

The Sales Comparison Approach is used to estimate the value of the land as if vacant and/or the whole property as improved. The appraiser gathers data on sales of comparable properties and analyzes the nature and condition of each sale, making logical adjustments for dissimilar characteristics. Typically, a common denominator is found. For land value, this is usually either a price per square foot or price per acre. For improved properties, the common denominator may be price per square foot, price per unit, or an effective gross income multiplier. The Sales Approach gives a good indication of value when sales of similar properties are available.

The Income Approach is predicated on the assumption that there is a definite relationship between the amount of income a property will earn and its value. This approach is based on the principle that value is created by the expectation of benefits derived in the future. The anticipated annual net income of the subject property is processed to produce an indication of value. Net income is the income generated before payment of any debt service. The process of converting into value is called capitalization, which involves dividing the net income by a capitalization rate. Factors such as risk, time, interest on the capital investment, and recapture of the depreciating asset are considered in this rate. The appropriateness of this rate is critical, and there are a number of techniques by which it may be developed.

A final step in the appraisal process is the reconciliation or correlation of the value indications. In this process, the appraiser considers the relative applicability of each of the three approaches used, examines the range between the value indications, and places major emphasis on the approach that appears to produce the most reliable solution to the specific appraisal problem. The purpose of the appraisal, the type of property, and the adequacy and reliability of the data are analyzed; these considerations influence the weight given to each of the approaches to value. In analyzing, it can be readily observed that most of the information pertaining to the fair market value of the subject property must be derived from the market place because the appraiser anticipates the actions of buyers and sellers in the market.

Leased Fee Valuation may require adjustments to the reconciled value. Should the property being appraised include vacant space, have tenant improvements, have leases that differ from market levels, or have other concessions, various adjustments to the reconciled value will be made.

Exclusion of Approaches

The Sales Comparison Approach to value was developed to estimate the “As-Is” value of the subject. Due to the age of the subject and the subjectivity of depreciation estimates, the Cost Approach was not considered to add significantly to the credibility of the value conclusion, and therefore was not utilized.

The Income Approach was utilized for both the subject commercial and single-family residential components with a gross income multiplier analysis conducted for the subject single-family residential value. The Sales Comparison Approach and the Income Approach are applicable to both property components per client agreement. The two approaches in this regard are considered to provide an appropriately supported value conclusion.

THE APPRAISAL PROBLEM

The subject is a mixed-use rural residential and commercial property. Within the subject market area comparable sales and rentals of adequately similar mixed-use properties were not available for analysis. Combined residential and commercial properties are not uncommon in the market area. However, there were no sales or rentals of mixed-use properties that were appropriately relevant to the analysis.

Therefore, the subject building improvements will be appropriately valued as two separate property types. Once the value findings for each property type are combined, an appropriate discount is applied to reflect the value of the subject as a combined mixed-use property. This approach is appropriate for the subject building improvements, given the lack of comparable sales and rentals of similar mixed-use properties.

First the subject commercial building is valued by the Sales Comparison and Income Approaches and reconciled to a concluded preliminary value. Secondly, the subject single-family residence will be valued by the Sales Comparison and Income Approaches. Lastly, the two values will be combined and a discount applied to the total to reflect the value of the subject as a combined mixed-use property by the Sales Comparison and Income Approaches.

SALES COMPARISON APPROACH - COMMERCIAL

Sales Comparison Approach involves the comparison of sales of properties similar to the subject to indicate a basis for its value. Elements of comparison are the characteristics of properties and transactions that cause prices paid for real estate to vary. All differences between the comparable and the subject that could significantly affect their values are considered. The result of this process is to establish a reasonable approximation of the value of the subject as of the date of appraisal, based on the similarities or dissimilarities of the subject with the comparables.

Generally, there are certain common elements of comparison that are usually considered in the sales comparison analysis. These are real property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, date of sale (market conditions), location, physical characteristics, economic characteristics, use/zoning, and non-realty components of the sale.

A range of values of the subject is usually found in this analysis. The appraiser must correlate the range into a final indicated value by selectively rating the comparables as to their overall comparative values.

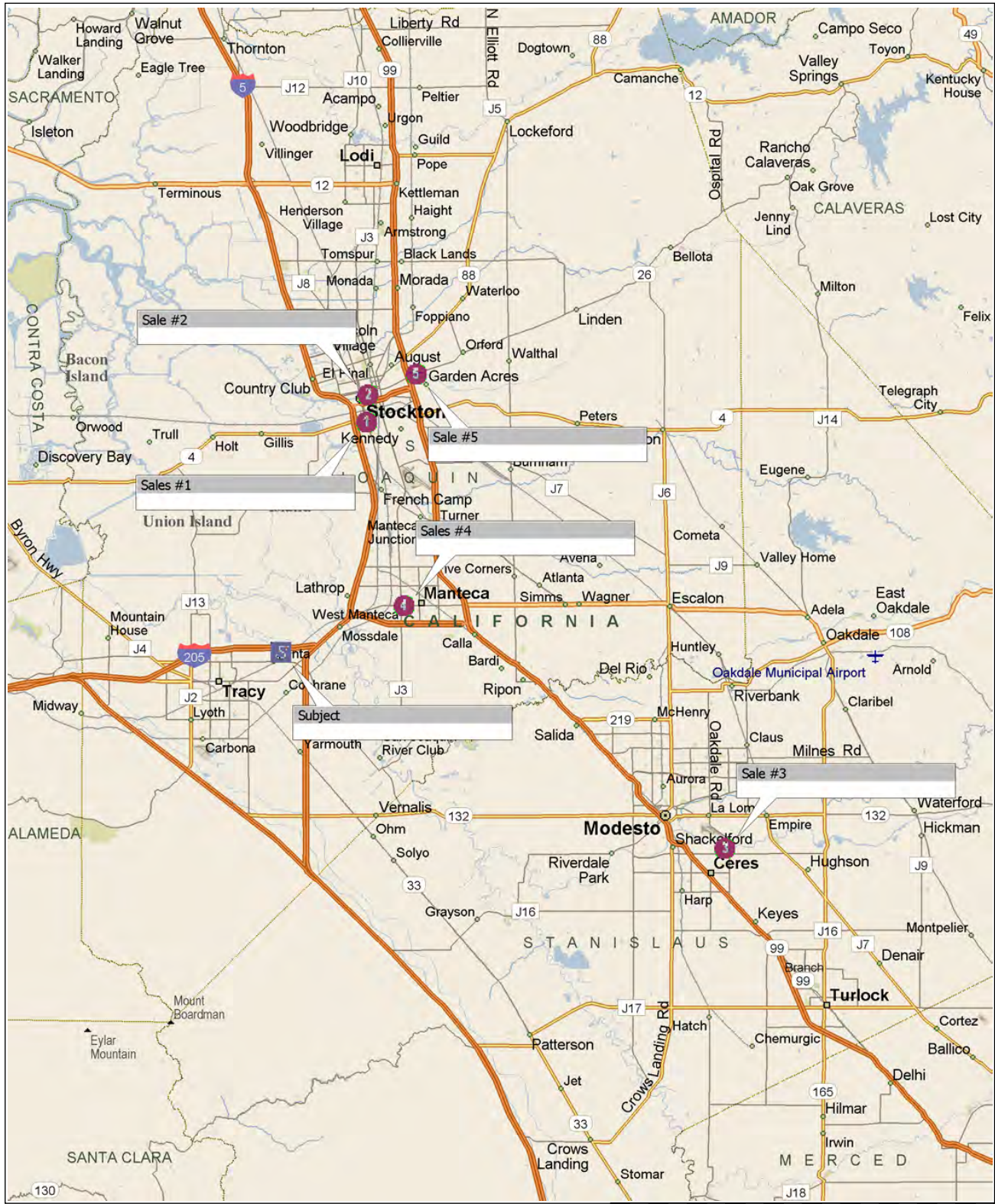
Research of recent sales in the area of the subject revealed the sales tabulated below. These sales are considered the most relevant for comparison with the subject. Following the Comparable Improved Sales Table are maps and photographs of the sales and then a quantitative adjustment grid. The adjustment grid provides a thorough description of the comparable sales and subject in regard to elements of comparison. After the adjustment grid is a discussion of the sales and adjustments and the conclusion of value.

Due to the size and diversity of the sales, paired sales analysis was not possible for many attributes. Some subjectivity in adjustments was required supported in part by appraiser experience in other markets where similar adjustment amounts proved to be appropriate based upon market data.

COMPARABLE IMPROVED SALES

Sale #	Location	Recording Date	Sale Price	GBA-S.F.	\$/SF
1	1705 S. Center Street Stockton, CA APN 165-072-27	01/22/19	\$160,000	3,021	\$ 52.96
2	545 E. Miner Avenue Stockton, CA APN 139-240-11 & 12	05/24/19	\$345,000	5,583	\$ 61.79
3	1325 Angie Avenue Ceres, CA APN 039-033-022	07/01/20	\$650,000	9,000	\$ 72.22
4	212-216 S. Airport Way Manteca, CA APN 222-020-07	05/07/21	\$485,000	7,000	\$ 69.29
5	4304 E. Fremont Street Stockton, CA APN 143-320-09	05/04/21	\$350,000	3,397	\$103.03
Sub.	5736 W. Grant Line Road Tracy, CA APN 250-050-05	NA	NA	2,460	NA

COMMERCIAL COMPARABLE SALES



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IMPROVED SALE #1

Type:	Automotive Service/Warehouse Building
Location/Address/City:	1705 S. Center Street, Stockton, CA
Assessor's Parcel #:	165-072-27
Sale Date:	01/16/19
Days On Market:	187
Recording Date:	01/22/19
Document #:	7031
Sale Price:	\$160,000
Grantor:	Ali K. Qazi
Grantee:	Bruce E. Leavitt
Verification:	MLS, Realist, Listing Agent
Terms:	Cash to Seller
Conditions:	Market Sale
Site Area:	0.1142 Acres/4,975 SF
Building Size:	3,021 SF GBA/NRA (per assessor)
Site Coverage:	61%
Topography/Shape:	Level; rectangular
Year Built:	1945
Effective Age:	30 years
Units of Comparison:	Price/SF: \$52.96 – GBA

Comments: The property is located in the larger urban area of the City of Stockton. This single commercial building was owner-occupied at the time of sale as an auto shop building with both repair and storage areas, a small office and restroom. The building was in below average condition at time of sale per broker. The building sits on an interior lot along South Center Street with average access and visibility. The property had approximately five parking spaces at the rear and the buyer was intending to use the building for car storage purposes. The property was listed by Judy Vo of Re/Max Gold Stockton (209-639-5959).

HIGHEST A.P.N. USED	
YEAR	(071)-(072)-(073)-(074)-(075)
85-88	26
89-90	27
06-07	29
12-13	35

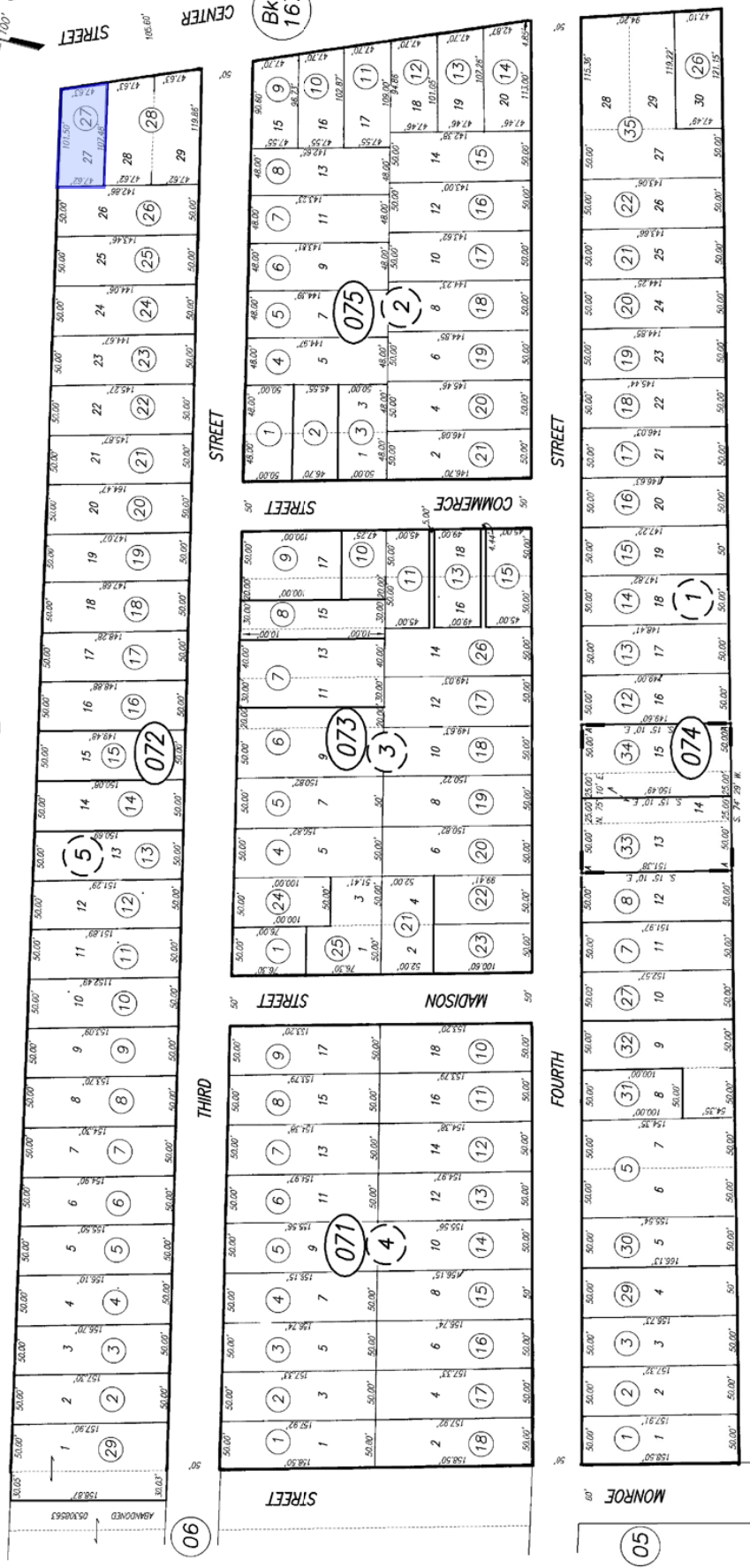
MOSSDALE

THIS MAP IS FOR ASSESSMENT USE ONLY

165-07



(02)



(08)

CITY OF STOCKTON
Assessor's Map Bk.165 Pg.07
County of San Joaquin, Calif.

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

R. M. Bk. 06 Pg. 042
A - P. M. Bk. 07 Pg. 011

Sale #1



(MLS Photo)

IMPROVED SALE #2

Type:	Automotive Service/Shop Building
Location/Address/City:	545 E. Miner Avenue, Stockton, CA
Assessor's Parcel #:	139-240-11 & 12
Sale Date:	05/23/19
Days On Market:	93 days
Recording Date:	05/24/19
Document #:	53853
Sale Price:	\$345,000
Grantor:	Donald & Joyce McPhillips
Grantee:	Noel G. Aynaga
Verification:	MLS, Realist, Listing Agent
Terms:	Private (no effect on sale price per listing broker)
Conditions:	Market Sale
Site Area:	0.2110 Acres/9,192 SF
Building Size:	5,583 SF GBA/NRA
Site Coverage:	61%
Topography/Shape:	Level; L-shaped
Year Built:	1925 & 1945
Effective Age:	30 years
Units of Comparison:	Price/SF: \$61.79 – GBA

Comments: The property is located at the corner of East Miner and American Avenues in the central business district of the larger urban area of the City of Stockton. These two commercial buildings were owner-occupied at time of sale and consisted of automotive shop space, a small office, and a small yard area. The property is a corner lot that has a parking area at the front of the parcel with six paved parking spaces. The building was in below average condition at the time of sale. The property was listed by David Quinonez of PMZ Commercial Real Estate (209-614-5653).

THIS MAP FOR
ASSESSMENT USE ONLY

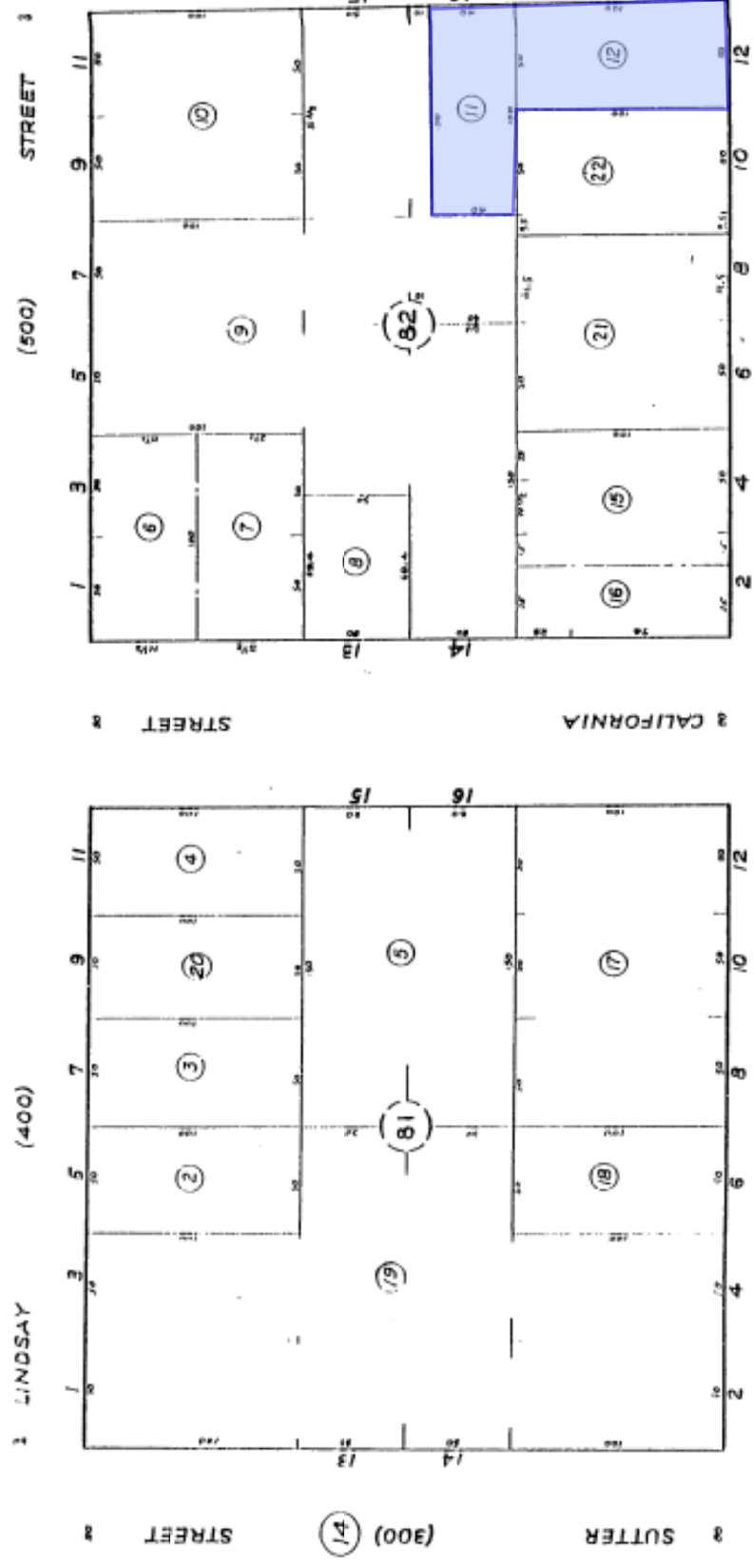
139-2

BLOCK 30

EAST OF CENTER

(23)

BLOCK 29



(400)

(500)

(300)

BLOCK 74

(25)

EAST OF CENTER

BLOCK 73

STREET

MINER

NOTE: Original dimensions are Station City
Standard-By U.S. Standard, lots average
50.50' x 101' and 50.50' x 151.50'

EAST OF CENTER

Sale #2

SAN FRANCISCO
ASSESSOR'S MAPS

JAN 19 2000
EAST OF CENT
BLOCKS 81 & 1



IMPROVED SALE #3

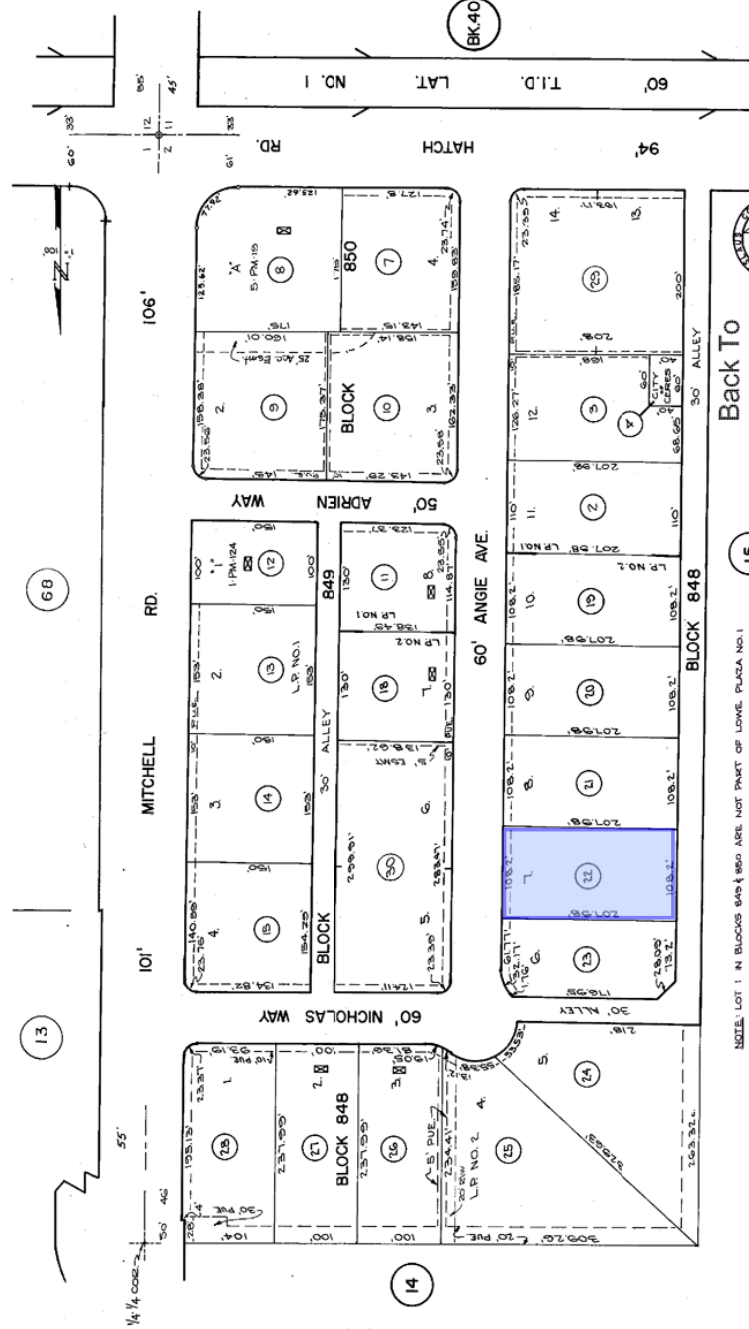
Type:	Industrial, Warehouse with Office & Showroom
Location/Address/City:	1325 Angie Avenue, Ceres, CA
Assessor's Parcel #:	039-033-022
Sale Date:	05/22/20
Days On Market:	133 days
Recording Date:	07/01/20
Document #:	46551
Sale Price:	\$650,000
Seller:	Walter Inloes Trust
Buyer:	Fahmi Alsumeri
Verification:	MLS, Listing Broker, Public Records
Terms:	Seller carryback (See Comments below)
Conditions:	Market Sale
Site Area:	0.52 Acres/22,503 SF
Building Area:	9,000 GBA
Site Coverage:	40%
Percent Office/Interior Finish:	22% (2,000 SF)
Topography/Shape:	Level with slight slope to street; rectangular
Effective Age:	15 years
Construction Age:	Built 1977 per listing data and public record date
Zoning:	IP, Industrial Park, City of Ceres
Units of Comparison:	Price/SF: \$72.22
Gross Income Pro forma	\$72,000/year, or \$0.66/SF/month, Gross
OAR	9.00% (listing broker estimate)

Comments: This sale is located approximately 26 miles southeast of the subject in the established Lowe Plaza Industrial Park in the northeast area of the City of Ceres in adjacent Stanislaus County. The single building is metal construction in good condition. It has 2,000 SF of finished office space and showroom per listing broker. There are three 14' grade level doors. Clear height is approximately 16'. There is a paved, fenced yard area and minimal landscaping. The sale was verified by listing broker, Hiram Kemp of California Realtors & Management (209-556-9224). Mr. Kemp believed it was a market sale without significant conditions. However, he did indicate that the seller carryback financing had an approximate 5% negative effect on the sale price.

PORTION SE 1/4 SECTION 2 T.4.S. R.9.E. M.D.B.&M.

LOWE PLAZA NO.1
LOWE PLAZA NO.2

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



Back To
Book
Index

15

NOTE: LOT 1 IN BLOCKS 848 & 850 ARE NOT PART OF LOWE PLAZA NO.1

FROM 39-15, 39-33
-ASE-499-79,
-M- 22-75, 24-31
-M- 22-75, 24-31
UPDATED 9-1-11, 3-7-01, HJH, JSDH

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Sale #3



IMPROVED SALE #4

Type:	Automotive Shops with Office
Location/Address/City:	212-216 S. Airport Way, Manteca, CA
Assessor's Parcel #:	222-020-07
Sale Date:	04/15/21
Days On Market:	59 days
Recording Date:	05/07/21
Document #:	80919
Sale Price:	\$485,000
Seller:	Cristobal Family Trust
Buyer:	Deyanira Lopez
Verification:	MLS, Listing Broker, Public Records
Terms:	Cash to Seller
Conditions:	Market Sale
Site Area:	0.42 Acres/18,469 SF
Building Area:	7,000 GBA
Site Coverage:	38%
Percent Office/Interior Finish:	5% (350 SF per listing broker)
Topography/Shape:	Level / Rectangular
Construction Age:	1950's – 1970's
Effective Age:	30 years
Zoning:	CG, General Commercial, City of Manteca
Units of Comparison:	Price/SF: \$69.29

Comments: This sale is of a property with two commercial buildings located approximately 7 miles northeast of the subject in a commercial district in the nearby competitive submarket of the City of Manteca. The sale consists of two metal commercial buildings totaling 7,000 SF GBA of average construction quality and in fair condition. Clear height is approximately 16' to 18'. The site is paved in the front with adequate parking and is dirt in the rear with security fencing and no landscaping. The sale was verified by the listing broker, Robert Arroyo of PMZ Real Estate, (209-815-2610). Mr. Arroyo stated that the property was marketed for 59 days and that he considered the sale to be at a market price. Mr. Arroyo reported that tenants operated an auto collision and repair shop and occupied this building at time of sale, but that they vacated the premises before the property became a pending sale and that the building had approximately 350 SF of fair quality office space.



IMPROVED SALE #5

Type:	Automotive Shop with Office
Location/Address/City:	4304 E. Fremont Street, Stockton, CA
Assessor's Parcel #:	143-320-09
Sale Date:	04/28/21
Days On Market:	244
Recording Date:	05/04/21
Document #:	78448
Sale Price:	\$350,000
Grantor:	Adan C. Bran
Grantee:	Simerjit K. Sanghera
Verification:	MLS, Realist, and Listing Agent
Terms:	Cash to the seller
Conditions:	Market Sale
Site Area:	0.3444 acres/15,000 SF
Building Size:	3,397 SF GBA/NRA
Site Coverage:	23%
Topography/Shape:	Level; L-shaped
Year Built:	1940s (est.)
Effective Age:	15 Years
Zoning:	CG, General Commercial, City of Stockton
Units of Comparison:	Price/SF: \$103.03 – GBA

Comments: The property is located at the corner of Fremont Street and Gertrude Avenue along the Fremont Street commercial corridor of the City of Stockton. This single commercial building consists of auto service shop space, a restroom, and a small office that were occupied 100% by the owner at the time of sale per listing broker. The building interior had not been renovated recently, but had been regularly-maintained per broker and appeared to be in average condition upon inspection. Ample asphalt-paved parking is available on-site at the front of the property. This sale was confirmed by listing broker, Manual Maurtua of Welcome Home Realty (209-518-5673).

GOLD ACRES & POR. N.E. 1/4 SEC. 55 WEBER GRANT

1. THIS MAP IS FOR
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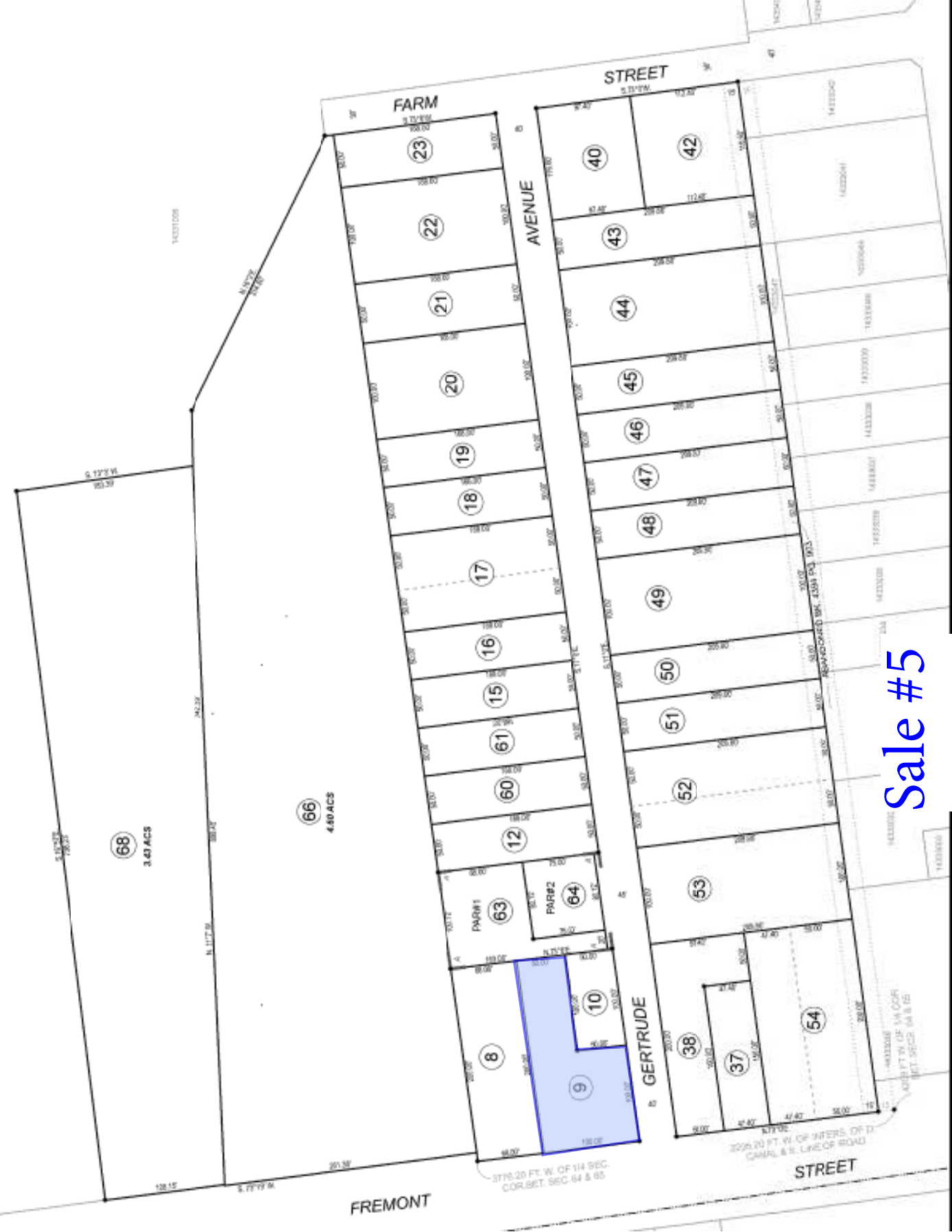
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HIGH	YEAR
7678	
7648	
6831	
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5044	
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Sale #5

VALUE BY SALES COMPARISON APPROACH

Sale #1:

No adjustments were required for Property Rights Conveyed, Financing Terms, Conditions of Sale, or Expenditures Immediately After Purchase. Market Conditions was adjusted upward 0.5% per month based on the discussion in the Trends Section of the report. The higher population center of the City of Stockton was considered a superior location and adjusted downward 5%. The sale had an older effective age and inferior condition, resulting in an upward 15% adjustment. Inferior higher Site Coverage Ratio is adjusted upward; a 5% adjustment is made. Superior Traffic Volume is adjusted downward; a 5% adjustment is considered reasonable. Curb, gutter, and sidewalk off-site improvements are considered superior; a 5% downward adjustment is made. Site Improvements are considered inferior; a 5% upward adjustment is made. All other adjustment factors were considered generally similar. The indicated adjusted value is \$67.87/SF.

Sale #2:

No adjustments were required for Property Rights Conveyed, Financing Terms, Conditions of Sale, or Expenditures Immediately After Purchase. Market Conditions was adjusted upward 0.5% per month based on the discussion in the Trends Section of the report. The higher population center of the City of Stockton was considered a superior location and adjusted downward 5%. This property's corner parcel location is considered superior for access and visibility; a 5% downward adjustment is considered reasonable. Size was adjusted upward based on the typically lower unit price paid per square foot, for relatively larger properties; an upward 5% adjustment was indicated. The sale had an older effective age and inferior condition, resulting in an upward 15% adjustment. Inferior higher Site Coverage Ratio is adjusted upward; a 5% adjustment is made. Curb, gutter, and sidewalk off-site improvements are considered superior; a 5% downward adjustment is made. Site Improvements are considered inferior; a 5% upward adjustment is made. All other adjustment factors were considered generally similar. The indicated adjusted value is \$81.01/SF.

Sale #3:

No adjustments were required for Property Rights, Conditions of Sale, and Expenditures Immediately After Purchase. Financing Terms was adjusted based upon the listing broker's statement that the seller financing associated with this sale had an approximate \$50,000 negative effect to the sale price. An upward adjustment of 5% was made. Market Conditions was adjusted upward 0.5% per month based on the discussion in the Trends Section of the report. The higher population center of the City of Modesto/Ceres was considered a superior location and adjusted downward 5%. Size was adjusted upward based on the typically lower unit price paid per square foot, for relatively larger properties; an upward 10% adjustment was indicated. Inferior higher Site Coverage Ratio is adjusted upward; a 5% adjustment is made. Curb, gutter, and sidewalk off-site improvements are considered superior; a 5% downward adjustment is made. All other adjustment factors were considered generally similar. The indicated adjusted value is \$86.00/SF.

Sale #4:

No adjustments were required for Property Rights Conveyed, Financing Terms, Conditions of Sale, or Expenditures Immediately After Purchase. Market Conditions was adjusted upward 0.5% per month based on the discussion in the Trends Section of the report. Inferior Access/Visibility due to this property's lack of direct frontage along a public roadway was adjusted upward 5% on a subjective basis and is considered

IMPROVED SALES ADJUSTMENT GRID - COMMERCIAL BUILDING
5736 West Grant Line Road
Tracy, CA
APN: 250-050-05

Elements of Comparison:	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5
Sales Price	N/A	\$160,000	\$345,000	\$650,000	\$485,000	\$350,000
Gross Building Area	2,460	3,021	5,583	9,000	7,000	3,397
Price per Square Foot (Unadjusted)	N/A	\$52.96	\$61.79	\$72.22	\$69.29	\$103.03
Property Rights	Fee Simple	Fee Simple	Fee Simple	Leased Fee @ Mkt.	Fee Simple	Fee Simple
Adjustment						
Adjusted Value		\$52.96	\$61.79	\$72.22	\$69.29	\$103.03
Financing Terms	N/A	Cash to Seller	Private	Seller	Cash to Seller	Cash to Seller
Adjustment				5%		
Adjusted Value		\$52.96	\$61.79	\$75.83	\$69.29	\$103.03
Conditions of Sale		Market	Market	Market	Market	Market
Adjustment						
Adjusted Value		\$52.96	\$61.79	\$75.83	\$69.29	\$103.03
Market Conditions	10/20/2021	1/16/2019	5/23/2019	5/22/2020	4/15/2021	4/28/2021
Adjustment		17%	14%	8%	3%	3%
Adjusted Value		\$61.70	\$70.45	\$81.90	\$71.36	\$105.61
Adjusted Per Unit Value	N/A	\$61.70	\$70.45	\$81.90	\$71.36	\$105.61
Physical Characteristics:						
Location	Average	Superior	Superior	Superior	Similar	Superior
Adjustment		-5%	-5%	-5%		-5%
Access/Visibility	Interior/Average	Similar	Superior	Similar	Inferior	Superior
Adjustment			-5%		5%	-5%
Building Size (SF)	2,460	3,021	5,583	9,000	7,000	3,397
Adjustment			5%	10%	5%	
Construction Quality	Average	Similar	Similar	Similar	Similar	Similar
Adjustment						
Effective Age / (Condition)	15 Yrs/Average	30 Yrs/Fair	30 Yrs/Fair	15 Yrs /Avg.	30 Yrs/Fair	15 Yrs/Avg.
Adjustment		15%	15%		15%	
Interior Finish / Quality	Shop/Office/Avg.	Shop/Office/Avg.	Shop/Office/Avg.	Warehouse/Office/Avg.	Shop/Office/Avg.	Shop/Office/Avg.
Adjustment						
Parking (Spaces)	On-Site (8 spaces)	Similar	Similar	Similar	Similar	Similar
Adjustment						
Site Coverage Ratio	22%	61%	61%	40%	38%	23%
Adjustment		5%	5%	5%		
Zoning	C-RS	G-C	D-C	IP	C-G	C-G
Adjustment						
Traffic Volume	10,000 AADT	Superior	Similar	Similar	Similar	Similar
Adjustment		-5%				
Off-Sites	None	Curb/Gutter/Walks	Curb/Gutter/Walks	Curb/Gutter/Walks	None	None
Adjustment		-5%	-5%	-5%		
Site Improvements	Limited landscaping: perimeter fencing	Inferior	Inferior	Similar	Similar	Similar
Adjustment		5%	5%			
Overall Adjustment		10%	15%	5%	25%	-10%
Adjusted Value Per Square Foot		\$67.87	\$81.01	\$86.00	\$89.21	\$95.05

reasonable. Size was adjusted upward based on the typically lower unit price paid per square foot, for relatively larger properties; an upward 5% adjustment was indicated. The sale had an older effective age and inferior condition, resulting in an upward 15% adjustment. All other adjustment factors were considered generally similar. The indicated adjusted value is \$89.21/SF.

Sale #5:

No adjustments were required for Property Rights Conveyed, Financing Terms, Conditions of Sale, or Expenditures Immediately After Purchase. Market Conditions was adjusted upward 0.5% per month based on the discussion in the Trends Section of the report. The higher population center of the City of Stockton was considered a superior location and adjusted downward 5%. This property's corner parcel location is considered superior for access and visibility; a 5% downward adjustment is considered reasonable. All other adjustment factors were considered generally similar. The indicated adjusted value is \$95.05/SF.

CONCLUSION OF VALUE BY THE SALES COMPARISON APPROACH

The sales prior to adjustments ranged from \$52.96/SF to \$103.03/SF of GBA. After adjustments, the sales ranged from \$67.87/SF to \$95.05/SF. Sale #1 represents the low end of the range. It required high gross adjustments. Excluding Sale #1, the range is \$81.01/SF to \$95.05/SF. Sale #5 is the most recent sale, is the most physically similar property to the subject, and indicates a value at the upper end of the range. Sale #4, also a recent sale, is located in close proximity to the subject in the City of Manteca. It required moderate gross adjustments and is supportive of a somewhat moderated value for the subject; the value is concluded at \$94.00/SF. The total value is calculated as follows.

$$2,460 \text{ SF} \times \$94.00/\text{SF} = \$231,240, \text{ Rounded to } \$230,000$$

**PRELIMINARY VALUE BY THE SALES COMPARISON APPROACH
COMMERCIAL COMPONENT ONLY
\$230,000**

INCOME APPROACH - COMMERCIAL

The Income Approach to Value is based upon the present worth of future benefits that can be produced by a property. In this process, several steps must be undertaken. The first is to estimate the gross annual income the property could achieve in the market. This income, called market rent, may, or may not be the present level of rent for the subject. To estimate the market rent, comparable properties that are rented are analyzed and adjusted, as necessary, to estimate a fair market rent level for the subject. The amount of annual market rent is estimated on a per square foot basis, and is multiplied by the net rentable area of the subject to estimate a total Gross Annual Income for the subject.

After this amount is estimated, a vacancy and collection loss is deducted, based on the available market data, to arrive at an Effective Gross Annual Income (EGI). The expenses of the lessor that are necessary to operate the property are then estimated and deducted from the Effective Gross Annual Income. Not all expenses are deducted, such as debt service, income taxes, and others. These are considered to be special costs that are not attributable to the property. The amount remaining after these deductions is Net Operating Income (NOI). The Net Operating Income is then capitalized into a value estimate. Several techniques are available to estimate an appropriate capitalization rate. The technique used by the appraiser should reflect the stability of the income stream produced by the property, the quality of this income, and the risk assumptions inherent in the type of property being appraised. Some of the more commonly used techniques for deriving the capitalization rate are discussed later in this section. The capitalization process results in a value indication by the Income Approach.

Gross Income

The commercial component of the subject property is currently improved with two structures on a hypothetical 0.26-acre lot. They are a Garage/Shop building and a small Restroom building (see Improvement Analysis section). These buildings are adjacent one another and would be leased to one commercial tenant (see Improvement Analysis section). Potential income for these structures is based on rental information as described below.

Current Rental Rates

The subject commercial buildings are currently owner-occupied.

Estimation of Market Rents

In order to provide a supportable estimate of market rent, a survey of similar properties was conducted. The results of this survey are shown in the exhibit on the following pages. These rentals are analyzed individually on the following pages.

COMPARABLE RENTALS							
#	Location	Type	Lease Date	Term (Mo.)	SF – NRA	Rent/ SF/Mo.	Misc.
1	1300 North 9 th Street Modesto, CA	Mod. Gross	07/01/21	120	25,000	\$0.60	Single Tenant Adaptable To Multi Tenant Commercial
2	326-352 W. Grant Line Rd, Tracy, CA	NNN	04/15/21	36	2,720	\$0.94	Single Tenant Adaptable to Multi Tenant Commercial
3	1920 Foundry Court Ceres, CA	Mod. Gross	04/01/21	24	1,800	\$0.70	Single Tenant Adaptable To Multi Tenant Commercial
4	3832 S. Hwy 99, #F Stockton, CA	Mod. Gross	02/05/21	36	4,000	\$1.00	Single Tenant Commercial
5	948 South 9 th Street Modesto, CA	Mod. Gross	08/01/20	38	3,000	\$0.65	Single Tenant Industrial
Sub.	5736 W. Grant Line Road, Tracy, CA	-	-	-	2,460	-	Single Tenant Commercial

COMMERCIAL COMPARABLE RENTALS



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RENTAL #1

NAME/LOCATION: 1300 North 9th Street
Modesto, CA

LEASE INFORMATION:

DESCRIPTION: Single / Multi-Tenant Industrial Building
DATE OF LEASE: 07/01/21
TERMS/EXTENSIONS: 120 months
SIZE OF LEASED SPACE: 25,000 SF
CONCESSIONS: None
CONTRACT RENT/SF: \$0.60/SF/Mo.
EXPENSE STRUCTURE: Modified Gross
IMPROVEMENT ALLOWANCE: None
ESCALATIONS: 3.0%
EFFECTIVE RENT/SF: \$0.68 SF/Mo.
PERCENT OFFICE SPACE: 23% (5,750 SF)

PROPERTY DESCRIPTION:

DESIGN: Single Story, Grade Level Doors, 17'-20' Ceiling Ht.
CONDITION: Good
BUILDING AREA: 30,000 GBA
CONSTRUCTION TYPE: Steel Frame, average quality

COMMENTS: This building is located in the larger urban area of the City of Modesto in an industrial area of average to good quality and average to good condition improvements, with good landscaping throughout, and good access to regional traffic linkages. The lease is of 83% of the comparable building. The site is fully paved with a fenced rear yard area and ample on-site parking. This lease was verified by Richard Rand of Rand Commercial Properties (209-577-0484).



GOOGLE PHOTO

RENTAL #2

NAME/LOCATION: 326-354 W. Grant Line Road
Tracy, CA

LEASE INFORMATION:

DESCRIPTION: Single / Multi-Tenant Commercial Building
 DATE OF LEASE: 04/15/21
 TERMS/EXTENSIONS: 36 months
 SIZE OF LEASED SPACE: 2,720 SF
 CONCESSIONS: None
 CONTRACT RENT/SF: \$0.94/SF/Mo.
 EXPENSE STRUCTURE: NNN
 IMPROVEMENT ALLOWANCE: None
 ESCALATIONS: 16.0% annual
 EFFECTIVE RENT/SF: \$1.12 SF/Mo.
 PERCENT OFFICE SPACE: 39% (1,050 SF)

PROPERTY DESCRIPTION:

DESIGN: Single Story, Grade Level Doors, 16' Ceiling Ht.
 CONDITION: Average
 BUILDING AREA: 30,183 GBA
 CONSTRUCTION TYPE: Steel frame, average quality

COMMENTS: This building is a retail center located approximately three miles west of the subject in the City of Tracy along the West Grant Line Road commercial corridor, an area of average to good quality and average to good condition improvements, with good landscaping throughout, and good access to regional traffic linkages. The lease is of a portion of the retail center building that was previously leased to an automotive repair tenant and the new tenant is also an automotive repair tenant. The site is fully paved and has good quality landscaping. This lease was verified by Mike Glazzy of Souza Realty & Development (209-229-7767).



RENTAL #3

NAME/LOCATION: 1920 Foundry Court
Ceres, CA

LEASE INFORMATION:

DESCRIPTION: Single / Multi-Tenant Industrial Building
DATE OF LEASE: 04/01/21
TERMS/EXTENSIONS: 24 months
SIZE OF LEASED SPACE: 1,800 SF
CONCESSIONS: None
CONTRACT RENT/SF: \$0.70/SF/Mo.
EXPENSE STRUCTURE: Modified Gross
IMPROVEMENT ALLOWANCE: None
ESCALATIONS: None
EFFECTIVE RENT/SF: \$0.70/SF/Mo.
PERCENT OFFICE SPACE: 10% (180 SF – est.)

PROPERTY DESCRIPTION:

DESIGN: Single Story, 1 Grade Level Door; 16' Ceiling Ht.
CONDITION: Good
BUILDING AREA: 37,800 GBA
CONSTRUCTION TYPE: Steel Frame, average quality

COMMENTS: This building is located in an attractive business park area of average to good quality and average to good condition improvements, with good landscaping throughout, and good access to regional traffic linkages. The lease is of approximately 5% of the entire building. There is no yard area. This lease was verified by Dale DeBoer of DeBoer Real Estate (209-578-1122).



LOOPNET PHOTO

RENTAL #4

NAME/LOCATION: 3832 S. Highway 99, #F
Stockton, CA

LEASE INFORMATION:

DESCRIPTION: Single -Tenant Commercial Building
DATE OF LEASE: 02/05/21
TERMS/EXTENSIONS: 36 months
SIZE OF LEASED SPACE: 4,000 SF
CONCESSIONS: None
CONTRACT RENT/SF: \$1.00/SF/Mo.
EXPENSE STRUCTURE: Modified Gross
IMPROVEMENT ALLOWANCE: None
ESCALATIONS: None
EFFECTIVE RENT/SF: \$1.00/SF/Mo.
PERCENT OFFICE SPACE: 25% (1,000 SF)

PROPERTY DESCRIPTION:

DESIGN: Single Story, 3 Grade Level Doors, 16' Ceiling Ht.
CONDITION: Built 1985, Average Condition
BUILDING AREA: 4,000 SF GBA
CONSTRUCTION TYPE: Steel frame, average quality

COMMENTS: This building is located in a highway commercial district of the Stockton area along State Highway 99. The building is of average quality and condition and has good access to regional traffic linkages. The lease is of the entire building. There is an approximate 15,000 SF of both fenced and unfenced yard areas. This lease was verified by Michael Oldham of Re/Max Grupe Gold (209-610-2121).



RENTAL #5

NAME/LOCATION: 948 South 9th Street
Modesto, CA

LEASE INFORMATION:

DESCRIPTION:	Single -Tenant Industrial Building
DATE OF LEASE:	08/01/20
TERMS/EXTENSIONS:	38 months
SIZE OF LEASED SPACE:	3,000 SF
CONCESSIONS:	NA
CONTRACT RENT/SF:	\$0.65/SF/Mo.
EXPENSE STRUCTURE:	Modified Gross
IMPROVEMENT ALLOWANCE:	None
ESCALATIONS:	None
EFFECTIVE RENT/SF:	\$0.65/SF/Mo.
PERCENT OFFICE SPACE:	10% (300 SF – est.)

PROPERTY DESCRIPTION:

DESIGN:	Single Story, 1 Grade Level Door; 16’ Ceiling Ht.
CONDITION:	Average
BUILDING AREA:	3,000 GBA
CONSTRUCTION TYPE:	Steel Frame, average quality

COMMENTS: This lease is to an automobile & components tenant, CV Consumables & Tools. The building is located in an industrial area in the larger urban area of the City of Modesto of average quality and average condition improvements, with minimal landscaping throughout, and good access to regional traffic linkages. The lease is of the entire building. The paved yard area is not fenced, but does provide ample on-site parking. This lease was verified by secondary appraiser via CompStak commercial lease database.

Conclusion of Market Rent

The comparable rentals are primarily individual units in the subject’s market area. They are generally similar to the subject’s typical garage/shop building. Comparable rental data was somewhat limited for the subject due to a lack of activity. It was necessary to expand the search area and property types. The comparable rentals are Commercial buildings in the subject’s greater MSA. The buildings are generally similar and provide an indication of the subject’s market rent in the general area. Based on discussion with the subject listing broker, it is considered that the subject would be leased on a modified gross lease basis. The Rent Comparable Adjustment Grid is presented below

5736 W. Grant Line, Tracy, CA	Subject	#1	#2	#3	#4	#5
Rental Rate (Eff.)	N/A	\$0.68	\$1.12	\$0.70	\$1.00	\$0.65
Leased Area	2,460	25,000	2,720	1,800	4,000	3,000
Lease Structure		Mod. Gross	NNN	Mod. Gross	Mod. Gross	Mod. Gross
<i>Adjustment</i>			-25%			
Market Cond.	10/20/21	07/01/21	04/15/21	04/01/21	02/05/21	08/01/20
<i>Adjustment</i>		1.5%	3%	3%	4%	7%
Location	Tracy	Modesto	Tracy	Ceres	Stockton	Modesto
<i>Adjustment</i>		-5%		-5%	-5%	-5%
GBA (SF)	2,460	30,000	30,183	37,800	4,000	3,000
<i>Adjustment</i>		10%	10%	10%		
Access/Visibility	Average	Similar	Similar	Similar	Similar	Similar
<i>Adjustment</i>						
Quality/Condition	Avg./Avg.	Superior	Superior	Superior	Superior	Similar
<i>Adjustment</i>		-5%	-10%	-5%	-5%	
Office Area	10%	23%	39%	10%	25%	10%
<i>Adjustment</i>		-5%	-10%		-5%	
Overall Adj.		-3.5%	-32%	3%	-11%	2%
GBA Adj. \$/SF		\$0.66	\$0.76	\$0.72	\$0.89	\$0.66

Prior to adjustments, the comparable leases ranged from \$0.65/SF to \$1.12/SF (one NNN and four Modified Gross). After adjustments, the range is from \$0.66/SF to \$0.89/SF. With no one of these rent comparables being the best indicator of market rent they are given equal weight. As the subject property is an average quality/condition structure, it would most likely fall in the middle of the range. The market lease rate is concluded at \$0.75/SF.

Conclusion

The market rate for the subject is concluded at \$0.75/SF on a modified gross expense basis.

Subject Revenues

The potential gross income for the subject is concluded at \$0.75 per square foot of net rentable area on a modified gross lease basis.

2,460 Square Feet Net Rentable Area X \$0.75/SF x 12 Months = \$22,140

POTENTIAL GROSS INCOME \$22,140

Subject Rent Roll Summary: The subject has been historically owner occupied. The subject is not rented. The Income Approach projection is based on market rent and typical expenses on a modified gross basis.

Estimate of Vacancy and Collection Loss

Per the market trends section of this report, Collier’s International reported a vacancy rate for the subject’s market area at 6.1%. CBRE reported 6.7% vacancy for the same location and quarter. The average is 6.4%. The forecast long-term stabilized vacancy rate is estimated at 5.0%.

OPERATING EXPENSES

A history of the subject property expenses was not available. The forecast subject operating expense estimates are based primarily on typical expenses for similar properties as follows:

Real Estate Taxes & Direct Assessments

Under state tax laws, the property is subject to re-appraisal by the County Assessor's Office whenever title to the property changes or improvements are added. The taxes for the subject, at the appraised value, are estimated by utilizing a technique involving capitalizing the estimated Net Operating Income before taxes by the tax rate (see following page). Direct assessments of \$283.38 are indicated in the tax detail (See Addenda).

Insurance

This expense category includes property and casualty insurance. Insurance estimated expense is \$0.255 per square foot per year.

Maintenance & Repairs

This category includes ongoing maintenance and repairs to the structure and site improvements. In order to maintain the subject in average condition, a maintenance and repair expense of \$0.26 per square foot per year is considered reasonable.

Management

Management fees are typically based on a percentage of effective gross income that a property produces, and properties such as the subject, are usually managed by professional management firms. A fee for services typically ranges from 3% to 5% of effective gross income. A management fee of 3% is forecast for the subject.

TAX CALCULATION

Effective Gross Income	\$	21,033
Total Operating Expenses (Before R.E. Taxes)	\$	2,635
Estimated Net Income (Before R.E. Taxes)	\$	18,398

INCOME CAPITALIZATION

=====

Market Derived O.A.R.:		7.500000
Plus Factor for Taxes:		1.030400
Adjusted Overall Rate		8.53040%

=====

Capitalized Value:	\$	215,676
Tax Rate:		0.010304

INDICATED R.E. TAXES **\$2,222**

Reserves for Replacements and Miscellaneous

This expense is believed appropriate, but the market indicates that the typical owner does not actually set aside an amount for this expense. A typical owner appears to pay for this expense only when the service life expires or at the time the item needs to be replaced. Typical reserves are estimated based upon the size and quality of buildings and the forecast repair and maintenance expenses. The reserves for replacements and miscellaneous are therefore estimated at 2.0% of effective gross income.

ESTIMATE OF THE CAPITALIZATION RATE

Direct Sales Method

The following closed commercial sales and listings in the subject's market area had reported capitalization rates

	Cap Rate	Bldg. SF	Address	City	Sale Date
	5.95%	19,840	2495 Station Drive	Stockton	09/17/20
	8.00%	10,800	1431 Angie Avenue	Ceres	09/27/19
	7.20%	42,480	415 South Soderquist Road	Turlock	02/05/20
	9.00%	9,000	1325 Angie Avenue	Ceres	07/01/20
	7.14%	30,000	1300 North 9 th Street	Modesto	07/01/21
	6.50%	12,871	4827 & 4816 Clowes St.	Stockton	Available
	7.05%	24,000	3805 West Lane, B	Stockton	Available
Avg.	7.26%				

The overall capitalization rates ranged from 5.95% to 9.00%, with an average of 7.26%. However, with consideration of one of the sales that was utilized in the Sales Comparison Approach, the rate is concluded at 7.50% for the subject.

Investor Survey

The PwC Real Estate Investor Survey is a quarterly survey of a cross section of major institutional equity real estate market participants conducted by the Price Waterhouse Cooper Inc. The Investor Survey for the 1st Quarter 2021 (last full quarter available) indicated a range of overall capitalization rates for warehouse properties of 3.30% to 7.00%, with an average rate of 4.80%. The subject property does not fit the profile for this survey. The survey provides some secondary support given the limited data for similar property types in the subject's market area.

The Mortgage – Equity Analysis

An alternative method of obtaining an overall capitalization rate is to build a rate based on current financing requirements and estimation of investor equity return requirements. The basis of the mortgage – equity analysis is premised on the following:

- A 5.00% loan amortized over 20 years, with a 70% loan to value ratio
- An equity yield of 10.0%, based upon a growth rate of 1% and loan principal reduction over a 7-year hold period

MORTGAGE - EQUITY ANALYSIS

Interest Rate:	5.000%	Target Yield Rate:	10.00%
Loan Term: Loan:	20	Growth Rate:	1.00%
Loan Constant:	0.080243	Holding Period:	7
Ratio:	70%	Percent Amortized	24.62%
Loan Ratio X Annual Constant			
70.00% X 0.0802426		=	0.0561698
Equity Position X Equity Yield			
30.00% X 10.00%		=	0.0300000

Weighted Average:		=	0.08616981
Less Equity Build-Up:			
Loan Ratio X % Paid X 1/Sn			
70.00% X 0.2462354 X 0.10541		=	(0.0181682)

		Basic Rate (r):	0.0680016
Less Property Growth X 1/Sn			
0.0721 X 0.1054055		=	-0.0076035

INDICATED CAPITALIZATION RATE (Ro):		=	0.0603982
		O.A.R. Rounded: =	6.04%

On this basis, the overall capitalization rate is developed at 6.04 % as indicated by the calculation on the preceding page.

Estimated Capitalization Rate

The following table is a tabulation of the indicated Capitalization Rates gathered from the above data sources and methods.

Data Source	Capitalization Rate
Direct Sales Method	7.50%
PwC Investor Survey National Ave. 1Q 2021	4.80%
Mortgage Equity Analysis	6.04%
Average	6.11%

The Direct Sales Method indicated a cap rate in the range of 7.50%. The PwC Survey indicates an average rate at 4.80%. The Mortgage – Equity Analysis indicates a rate of 6.04%. With emphasis upon the Direct Sales Method, the overall capitalization rate is estimated at 7.50%.

Value by Direct Capitalization

The following page summarizes the Income Approach by Direct Capitalization. The Market Value by the Income Approach is:

**PRELIMINARY VALUE BY THE INCOME APPROACH
COMMERCIAL COMPONENT ONLY**

\$220,000 - Rounded

INCOME CAPITALIZATION APPROACH**(Direct Capitalization)**

5736 W. Grant Line Road

Tracy, CA

APN: 250-050-05

POTENTIAL GROSS INCOME CALCULATION:

	Unit Size Square Ft.	Rent/ Square Ft.	Market Rent	Annual	
Subject Commercial Space	2,460	0.75	\$ 1,845	\$ 22,140	
Total Potential Gross Income	2,460		\$ 1,845		\$ 22,140
VACANCY:		@	5.0%		\$ (1,107)
Effective Gross Income					\$ 21,033

EXPENSES:

	Per Sq.Ft.	Total	% of EGI
Property Taxes	\$ 0.90	\$2,222	10.6%
Direct Assessments	\$ 0.12	\$283	1.3%
Insurance	\$ 0.26	\$ 650	3.1%
Maintenance	\$ 0.26	\$ 650	3.1%
Management	\$ 0.26	\$ 631	3.0%
Reserves & Miscellaneous	\$ 0.17	\$ 421	2.0%
Total Expenses	\$ 1.97	\$ 4,857	23.09%

NET OPERATING INCOME:\$ 16,176**DIRECT CAPITALIZATION VALUE CONCLUSION:**

N.O.I.	divided by	Capitalization Rate	=	Value
\$ 16,176	/	7.50%		\$ 215,680

CONCLUSION OF VALUE BY DIRECT CAPITALIZATION (RD)**\$ 220,000**

RECONCILIATION – COMMERCIAL COMPONENT

To appraise this property’s commercial component, the Cost, Income, and Sales Comparison Approaches to value were considered. The Income and Sales Comparison Approaches are considered to be the most relevant valuation approaches in this appraisal assignment. The Cost Approach did not add significantly to the credibility of the valuation.

Cost Approach	N/A
Sales Approach	\$230,000
Income Approach	\$220,000

The Sales Comparison Approach is considered well supported by five comparable closed sales of generally similar properties within the same market area as the subject. The selected sales occurred from 2019 to 2021.

Generally, for an income property the Income Approach is emphasized. However, based on the limited number of recently negotiated/closed leases, historical expense data, and overall rate comparable sales, the Income Approach was weakened. Given the cited weaknesses, the Income Approach is emphasized less and is considered to provide secondary support to the value conclusion by the Sales Comparison approach.

Given the cited weaknesses in the Income Approach, emphasis is placed on the Sale Comparison Approach, the Market Value, As-Is, Fee Simple Estate, as of October 20, 2021 is:

PRELIMINARY MARKET VALUE – COMMERCIAL COMPONENT

**TWO HUNDRED THIRTY THOUSAND DOLLARS
\$230,000**

SALES COMPARISON APPROACH – SINGLE FAMILY RESIDENCE

The Sales Comparison Approach involves the comparison of sales of properties similar to the subject to indicate a basis for its value. Elements of comparison are the characteristics of properties and transactions that cause prices paid for real estate to vary. All differences between the comparable and the subject that could significantly affect their values are considered. The result of this process is to establish a reasonable approximation of the value of the subject as of the date of appraisal, based on the similarities or dissimilarities of the subject with the comparables.

Generally, there are certain common elements of comparison that are usually considered in the sales comparison analysis. These are real property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, date of sale (market conditions), location, physical characteristics, economic characteristics, use/zoning, and non-realty components of the sale.

A range of values of the subject is usually found in this analysis. The appraiser must correlate the range into a final indicated value by selectively rating the comparables as to their overall comparative values.

Research of recent sales in the area of the subject revealed the sales tabulated below. These sales are considered the most relevant for comparison with the subject. Following the Comparable Improved Sales Table are maps and photographs of the sales and then a quantitative adjustment grid. The adjustment grid provides a thorough description of the comparable sales and subject in regard to elements of comparison. After the adjustment grid is a discussion of the sales and adjustments and the conclusion of value.

Due to the size and diversity of the sales, paired sales analysis was not possible for many attributes. Some subjectivity in adjustments was required supported in part by appraiser experience in other markets where similar adjustment amounts proved to be appropriate based upon market data.

COMPARABLE IMPROVED SALES

Sale #	LOCATION/APN	RECORDING DATE	SALE PRICE	SITE AREA/ ACRES	Yr. Built	GBA
1	5290 W. F Street Banta, CA APN 250-060-15	12/29/20	\$470,000	0.29	1940	954
2	5535 W. F Street Banta, CA APN 250-080-07	02/02/21	\$500,000	0.23	1938	1,266
3	1436 Maple Court Tracy, CA APN 234-090-19	03/01/21	\$510,000	0.20	1973	1,196
4	252 W. Grant Line Rd. Tracy, CA APN 233-210-35	04/29/21	\$507,500	0.30	1946	1,128
5	365 Yosemite Drive Tracy, CA APN 246-170-34	08/02/21	\$514,500	0.23	1983	1,078
6	5180 Nile Road Manteca, CA APN 226-060-09	08/18/21	\$500,000	0.36	1963	1,158
Subject	5736 W. Grant Line Rd., Tracy, CA APN 250-050-05	NA	NA	0.39*	1965	1,021

*Hypothetical for analysis purposes. Represents area of total site area allotted to rural residential use.

RESIDENTIAL COMPARABLE SALES



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COMPARABLE SALE #1



COMPARABLE SALE #2



A - POR. BANTA
B - POR. N.W. 1/4 SEC. 24 T2S.R.5E



NOTE - Assessor's Parcel Numbers Shown in Circles

Sale #2



COMPARABLE SALE #3

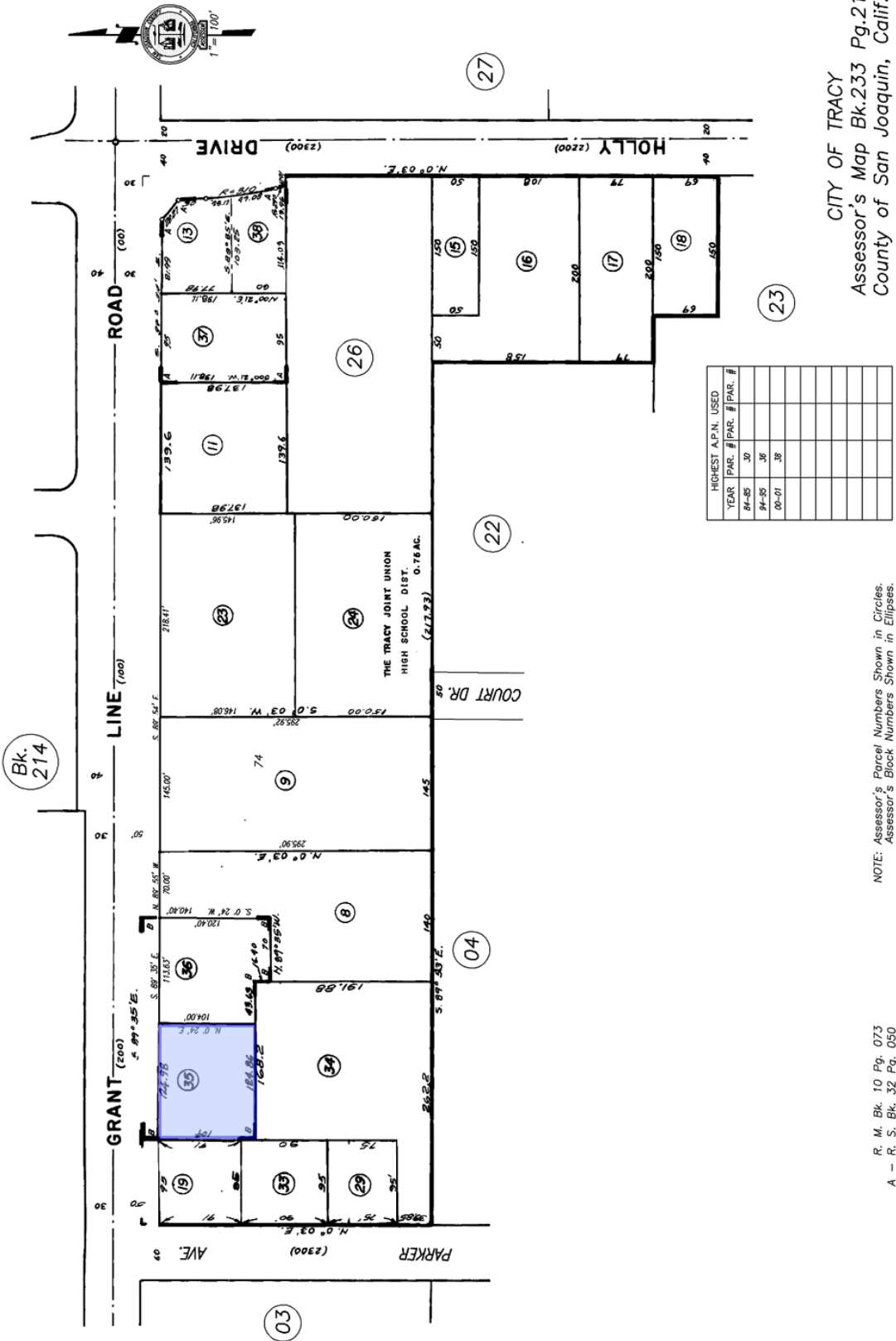


COMPARABLE SALE #4

POR. PARKER ACRES

THIS MAP IS FOR
ASSESSMENT USE ONLY

233-21



HIGHEST A.F.N. USED		
YEAR	PAR. #	PAR. #
84-85	30	
84-85	36	
00-01	36	

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

R - M. Bk. 10 Pg. 073
 A - R. S. Bk. 32 Pg. 050
 B - R. S. Bk. 33 Pg. 014

CITY OF TRACY
 Assessor's Map Bk.233 Pg.21
 County of San Joaquin, Calif.

Sale #4



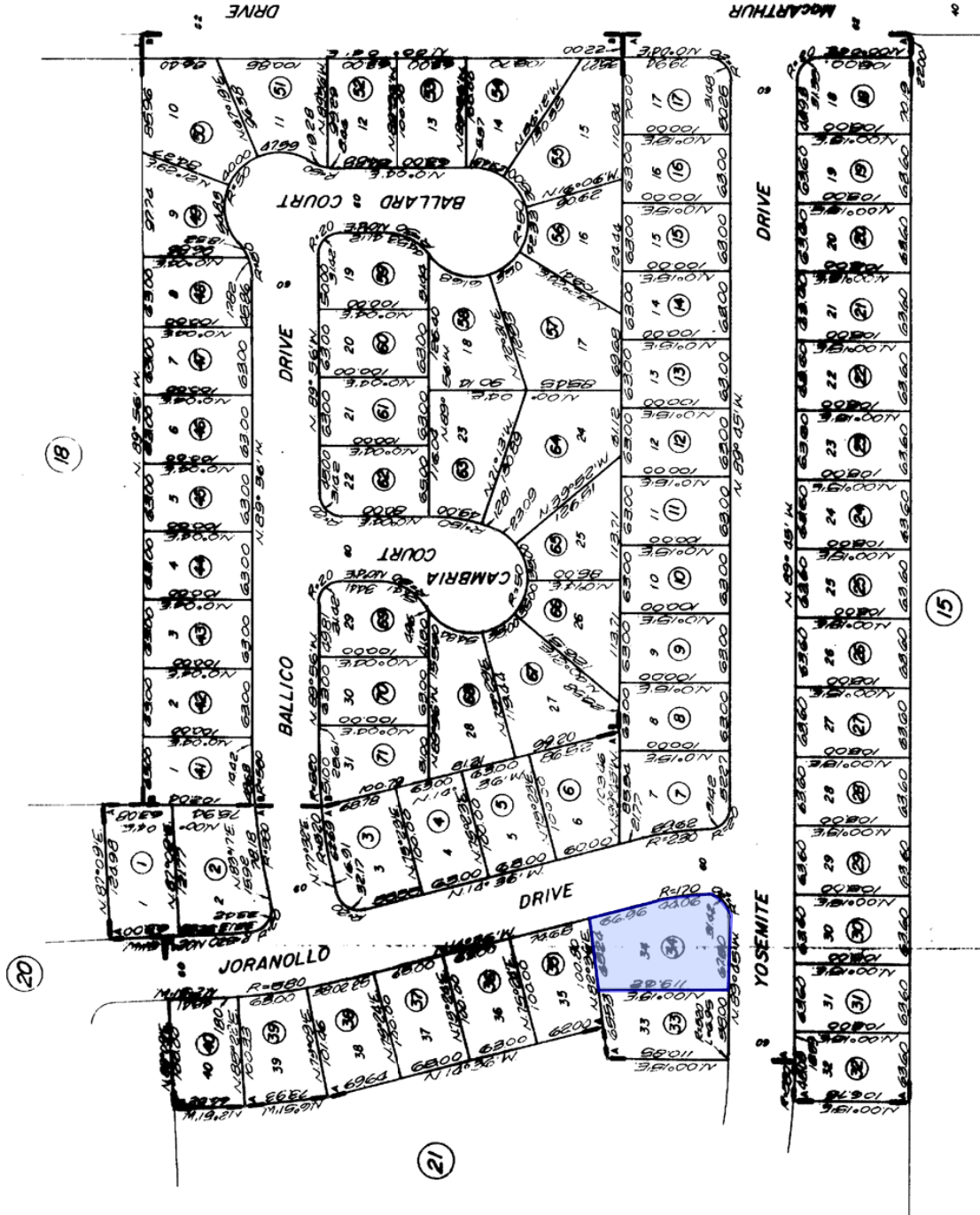
COMPARABLE SALE #5



COMPARABLE SALE #6

THIS MAP FOR ASSESSMENT USE ONLY

A-ALMONDWOOD - PHASE II-A
B-ALMONDWOOD - PHASE II-B



B-R. M. 27-Pg. 52
A-R. M. 27-Pg. 51

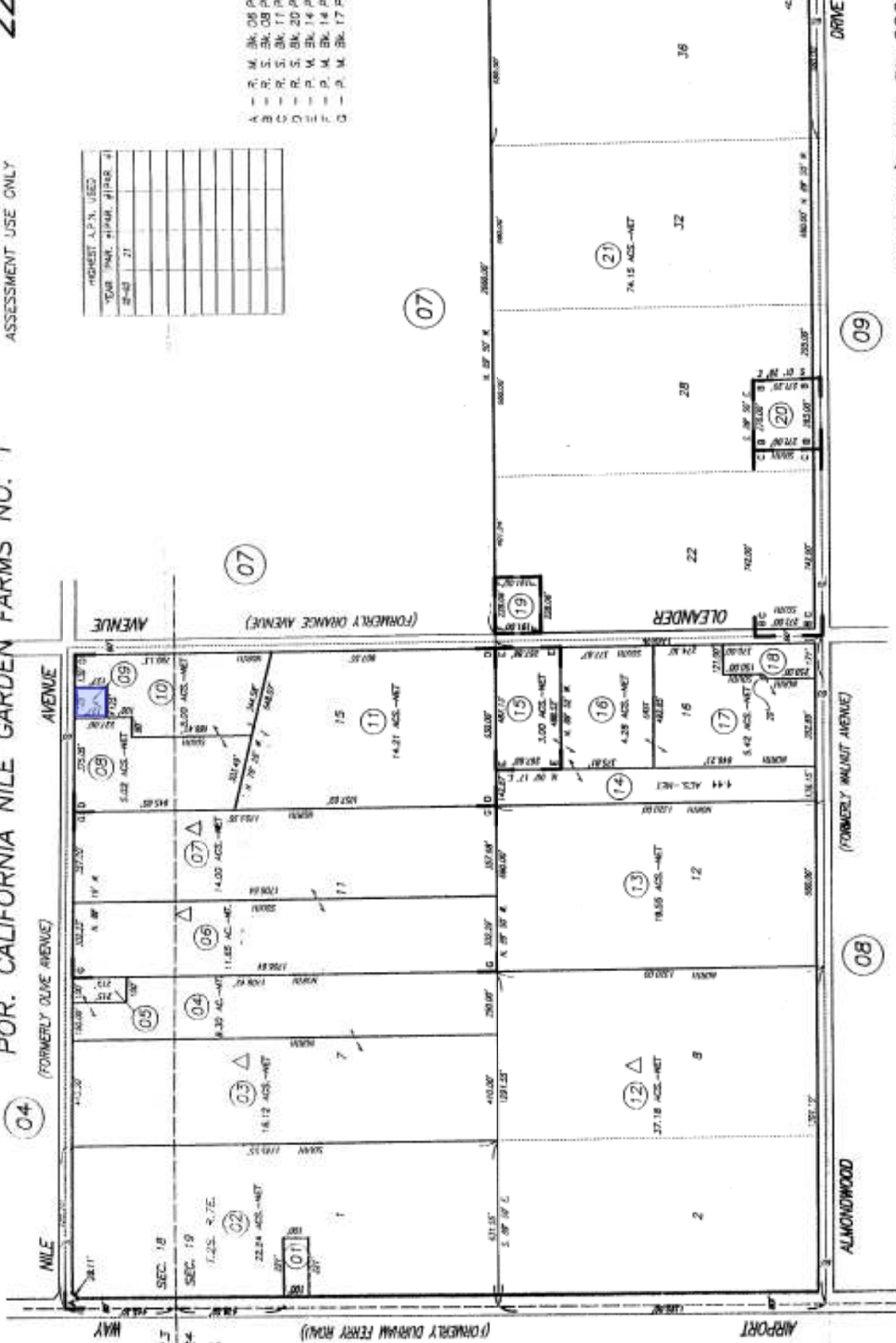
NOTE - Assessor's Parcel Numbers Shown in Circles

Sale #5

POR. CALIFORNIA NILE GARDEN FARMS NO. 1

226-06

THIS MAP FOR ASSESSMENT USE ONLY



ACRES	APN	SEC.	R.	E.
22.84	101B	18	9	1
18.12	05	13	9	1
14.31	11	13	9	1
11.85	06	13	9	1
8.30	04	13	9	1
5.22	09	13	9	1
3.00	10	13	9	1
1.00	15	13	9	1
4.29	16	13	9	1
5.42	17	13	9	1
4.44	14	13	9	1
74.15	21	13	9	1
36	36	13	9	1

- A - R. M. Bk. 05 Pg. 047
- B - R. S. Bk. 08 Pg. 184
- C - R. S. Bk. 11 Pg. 073
- D - R. S. Bk. 20 Pg. 182
- E - R. M. Bk. 14 Pg. 178
- F - R. M. Bk. 14 Pg. 179
- G - R. M. Bk. 17 Pg. 337

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

△ WILLIAMSON ACT PARCELS

02-03

DEC 8 197

Sale #6

Assessor's Map Bk. 226 Pg. 06
County of San Joaquin, Calif.

Bk. 241

VALUE CONCLUSION: SALES COMPARISON APPROACH

Sale #1

No adjustments were required for Property Rights, Financing Terms, or Conditions of Sale. Market Conditions for the subject property type in the local area is adjusted upward based on the discussion in the Market Trends section. Size (GLA) was adjusted upward to reflect the smaller size of this sale. GLA was adjusted at \$65.00 per square foot which is based on replacement cost, depreciation factors, and recognizes the marginal value of additional GLA. Superior quality and quantity of Landscaping was adjusted downward. All other adjustment factors were considered generally similar. The adjusted value is \$501,000.

Sale #2

No adjustments were required for Property Rights, Financing Terms, or Conditions of Sale. Market Conditions for the subject property type in the local area is adjusted upward based on the discussion in the Market Trends section. Room Count was adjusted downward to reflect the difference in the number of bathrooms. Difference in number of bedrooms is not considered significant for adjustment purposes. GLA was adjusted downward on the same basis as Sale #1. There was a two-car detached garage compared to the subject's lack of a Garage/Carport amenity, thus a downward adjustment was made for Garage based on replacement cost, depreciation factors, and recognition of the marginal value of such an amenity. An upward adjustment was made for the lack of a porch/patio/deck amenity. All other adjustment factors were considered generally similar. The adjusted value is \$504,000.

Sale #3

No adjustments were required for Property Rights, Financing Terms, or Conditions of Sale. Market Conditions for the subject property type in the local area is adjusted upward based on the discussion in the Market Trends section. Room Count was adjusted downward to reflect the difference in the number of bathrooms. Difference in number of bedrooms is not considered significant for adjustment purposes. GLA was adjusted downward on the same basis as Sale #1. A two-car attached garage was adjusted downward on the same basis as Sale #2. An upward adjustment was made for the lack of a porch/patio/deck amenity. Superior quality and quantity of Landscaping was adjusted downward. All other adjustment factors were considered generally similar. The adjusted value is \$514,000.

Sale #4

No adjustments were required for Property Rights, Financing Terms, or Conditions of Sale. Market Conditions for the subject property type in the local area is adjusted upward based on the discussion in the Market Trends section. GLA was adjusted downward on the same basis as Sale #1. An upward adjustment was made for the lack of a porch/patio/deck amenity. All other adjustment factors were considered generally similar. The adjusted value is \$525,000.

Sale #5

No adjustments were required for Property Rights, Financing Terms, or Conditions of Sale. Market Conditions for the subject property type in the local area is adjusted upward based on the discussion in the Market Trends section. Room Count was adjusted downward to reflect the difference in the number of bathrooms. Difference in number of bedrooms is not considered significant for adjustment purposes.

IMPROVED SALE ADJUSTMENT GRID (SFR)								
5736 W. Grant Line Road, Tracy, CA								
APN 250-050-05								
Elements of Comparison:	Subject	Sale #R1	Sale #R2	Sale #R3	Sale #R4	Sale #R5	Sale #R6	
Sale Price	NA	\$470,000	\$500,000	\$510,000	\$507,500	\$514,500	\$500,000	
Property Rights Adjustment	Fee	Fee	Fee	Fee	Fee	Fee	Fee	
Adjusted Value		\$470,000	\$500,000	\$510,000	\$507,500	\$514,500	\$500,000	
Financing Terms Adjustment	N/A	Conv.	Conv.	Conv.	Conv.	Conv.	Conv.	
Adjusted Value		\$470,000	\$500,000	\$510,000	\$507,500	\$514,500	\$500,000	
Conditions of Sale Adjustment	N/A	Market	Market	Market	Market	Market	Market	
Adjusted Value		\$470,000	\$500,000	\$510,000	\$507,500	\$514,500	\$500,000	
Market Conditions Adjustment	10/20/21	12/21/20	1/29/21	2/19/21	4/14/21	7/28/21	8/11/21	
Adjusted Value		\$501,725	\$530,000	\$540,600	\$530,338	\$522,218	\$507,500	
Adjusted Value		\$501,725	\$530,000	\$540,600	\$530,338	\$522,218	\$507,500	
Physical Characteristics:								
1 Location Adjustment	Average	Similar	Similar	Similar	Similar	Similar	Similar	
2 Room Count Adjustment	7/3/1	6/3/1	7/3/2	7/3/2	6/3/1	7/2/2	7/2/2	
Adjusted Value			-\$1,500	-\$1,500		-\$1,500	-\$1,500	
3 Gross Living Area-SF Adjustment	1,021	954	1,266	1,196	1,128	1,078	1,158	
Adjusted Value		\$4,355	-\$15,925	-\$11,375	-\$6,955	-\$3,705	-\$8,905	
4 Design & Appeal Adjustment	Average	Similar	Similar	Similar	Similar	Similar	Similar	
5 Construction Quality Adjustment	Average	Similar	Similar	Similar	Similar	Similar	Similar	
6 Age Adjustment	5 (eff.)	5 (eff.)	5 (eff.)	10 (eff.)	5 (eff.)	5 (eff.)	5 (eff.)	
7 Functional Utility Adjustment	Average	Similar	Similar	Similar	Similar	Inferior	Similar	
8 Heating/Cooling Adjustment	Cent./Cent.	Similar	Similar	Similar	Similar	Similar	Similar	
9 Energy Efficient Items Adjustment	Standard	Similar	Similar	Similar	Similar	Similar	Similar	
10 Garage/Carport Adjustment	None	None	2 car det.	2 car att.	None	2 car att.	2 car det.	
Adjusted Value			-\$10,000	-\$10,000		-\$10,000	-\$10,000	
11 Porch/Patio/Deck/Etc. Adjustment	Porch	Patio	None	None	None	None	None	
Adjusted Value			\$1,500	\$1,500	\$1,500		\$1,500	
12 Fireplace Adjustment	None	None	None	None	None	1 Fireplace	1 Fireplace	
Adjusted Value						-\$1,500	-\$1,500	
13 Pool/Spa Adjustment	None	None	None	None	None	None	Above-ground	
14 Fence Adjustment	Fenced	Fenced	Partial	Fenced	Fenced	Fenced	Fenced	
15 Landscaping Adjustment	None	Superior	Similar	Superior	Similar	Superior	Superior	
Adjusted Value		-\$5,000		-\$5,000		-\$5,000	-\$5,000	
16 Roof Covering Adjustment	Comp. Shingle	Comp. Shingle	Comp. Shingle	Comp. Shingle	Comp Shingle	Comp. Shingle	Comp.Shingle	
17 Site Area Adjustment	0.39	0.29	0.23	0.20	0.30	0.23	0.36	
18 View Adjustment	Local	Similar	Similar	Similar	Similar	Similar	Similar	
19 Zoning/Entitlements Adjustment	C-RS	R-R	R-R	PUD	HDR	LDR	AG-40	
20 Barn/Outbldg Adjustment	None	Small Shed	Small Shed	None	None	Two Small Sheds	None	
21 Overall Appeal Adjustment	Average	Similar	Similar	Similar	Similar	Similar	Similar	
22 Overall Condition Adjustment	Good	Similar	Similar	Similar	Similar	Similar	Similar	
23 Externalities Adjustment	None	None	None	None	None	None	None	
24 Permanent Crop Amenity Adjustment	None	None	None	None	None	None	None	
Net Adjustment		-\$645	-\$25,925	-\$26,375	-\$5,455	-\$21,705	-\$25,405	
Adjusted Price (Round)		\$501,000	\$504,000	\$514,000	\$525,000	\$501,000	\$482,000	

GLA was adjusted downward on the same basis as Sale #1. A two-car attached garage was adjusted downward on the same basis as Sale #2. A Fireplace amenity was adjusted downward. Superior quality and quantity of Landscaping was adjusted downward. All other adjustment factors were considered generally similar. The adjusted value is \$501,000.

Sale #6

No adjustments were required for Property Rights, Financing Terms, or Conditions of Sale. Market Conditions for the subject property type in the local area is adjusted upward based on the discussion in the Market Trends section. Room Count was adjusted downward to reflect the difference in the number of bathrooms. Difference in number of bedrooms is not considered significant for adjustment purposes. GLA was adjusted downward on the same basis as Sale #1. A two-car detached garage was adjusted downward on the same basis as Sale #2. An upward adjustment was made for the lack of a porch/patio/deck amenity. A Fireplace amenity was adjusted downward. Superior quality and quantity of Landscaping was adjusted downward. All other adjustment factors were considered generally similar. The adjusted value is \$482,000.

Conclusion (Improved SFR Sales)

Prior to adjustments, the sales ranged from \$470,000 to \$514,500. After adjustments the range is from \$482,000 to \$525,000. The selected sales are considered the most relevant available. Each sale has strengths and weaknesses. However, Sale #4 is a recently closed sale which required the fewest number of gross adjustments and is in relatively close proximity to the subject along West Grant Line Road in the City of Tracy. The remaining sales are supportive. The value is concluded at the upper end of the adjusted range at \$525,000.

**PRELIMINARY VALUE BY THE SALES COMPARISON APPROACH
SFR COMPONENT ONLY
\$525,000**

INCOME APPROACH – SINGLE FAMILY RESIDENCE

The Income Approach to Value is based upon valuing the present worth of future benefits that can be produced by a property. The valuation method to be used in this approach is the application of a gross income multiplier. Direct capitalization with a capitalization rate is not utilized as it is not typical for smaller residential property types like the subject.

Single-Family Residence

Gross Income

The residential component of the subject property is currently improved with one structure on a hypothetical 0.39-acre lot. It is a single-family residence (see Improvement Analysis section). The SFR would likely be leased to one residential tenant (see Improvement Analysis section), and is considered to have contributory value. Potential income for this structure is based on rental information from the following source:

Asking monthly rents per MLS and Zillow.com:

	Rental #1	Rental #2	Rental #3	Rental #4
Address	5535 W. F Street Banta	365 Yosemite Dr. Tracy	214 W. 21 st Street Tracy	521 W. Highland Avenue, Tracy
Asking Rent	\$3,190	\$2,200	\$2,100	\$1,933
GLA (SF)	1,266	1,078	1,047	968
Asking Rent/SF	\$2.52	\$2.04	\$2.01	\$2.00

Conclusion: Asking rents ranged from \$2.00/SF to \$2.52/SF. The asking rent range is relatively wide, but Rental #1 appears to be an outlier. Disregarding Rental #1, the range is much tighter and a value in the \$2.00/SF is indicated; based on the Zillow Rent Z estimates as compared to the asking rents, asking rent to contract rent adjustments would be unlikely. The rent comparables appear to be of similar age and condition and in relatively close proximity to the subject. Considering the good condition of the subject SFR, a monthly rent is concluded in the upper portion of the range at \$2.04/SF (\$24.48/SF per year) is considered reasonable and indicates an annual gross income for the subject as follows:

$$1,021 \text{ SF GLA} \times \$24.48/\text{SF} = \$24,994.$$

Gross Income Multiplier Method

A gross income multiplier (GIM) is the ratio of sales price of a property to its annual gross income at the time of sale. This method of capitalization is mathematically related to direct capitalization because rates are the reciprocals of multipliers. The estimated GIMs for seven improved sales are summarized as follows.

IMPROVED SALES DISPLAYING GROSS INCOME MULTIPLIERS

Sale #	Address	Sale Date	Price	SF GLA	GIM
1	726 Robert I. Smith Dr., Tracy	11/03/20	\$470,000	1,372	21.17
2	464 Gordon Avenue, Tracy	12/29/20	\$465,000	1,512	20.95
3	5535 W. F Street, Banta	02/02/21	\$500,000	1,266	13.06
4	365 Yosemite Drive, Tracy	08/02/21	\$514,500	1,078	19.49
5	53 W. 8 th Street, Tracy	08/10/21	\$450,000	1,027	20.10
6	124 E. 20 th Street, Tracy	08/20/21	\$490,000	1,085	27.22
7	521 W. Highland Ave., Tracy	10/14/21	\$450,000	968	19.40
Avg.					20.20

Conclusion of Gross Income Multiplier

The Gross Income Multiplier method indicated GIMs from 13.06 to 27.22, with an average GIM indication of 20.20. Given the age, quality, and condition of the subject, a Gross Income Multiplier near the middle of the range has been estimated at 20.00. The value conclusion by the Gross Income Multiplier method is displayed as follows.

<u>Gross Income</u>		<u>Gross Income Multiplier</u>		<u>Value Conclusion</u>
\$24,994	X	20.00	=	\$499,880
		Rounded		\$500,000

Preliminary Value Conclusion by the Income Approach – Single Family Residence

**Five Hundred Thousand Dollars
\$500,000**

RECONCILIATION – RESIDENTIAL COMPONENT

Cost Approach	NA
Sales Comparison Approach	\$525,000
Income Approach	\$500,000

Based upon the age of the subject and the subjectivity of depreciation estimates, the Cost Approach was not considered relevant to the valuation.

The Sales Comparison Approach was supported by six closed sales of relatively recent and similar single-family properties in relatively close proximity to the subject. The selected sales were considered the most relevant. The Sales Comparison Approach is considered to be adequately supported.

The Income Approach provided good support to the concluded value with one method, gross income multiplier. This method of valuation was well supported with comparable rents and improved sales that were within the subject's neighborhood and were overall similar to the subject in utility and appeal. The Income Approach is considered supportive but is relied upon less due to the sensitivity of the gross rent multiplier. The Sales Comparison Approach is emphasized.

Given the cited weakness in the Income Approach, emphasis is placed on the Sales Comparison Approach, the Market Value, As-Is, Fee Simple Estate, as of October 20, 2021 is:

PRELIMINARY MARKET VALUE – RESIDENTIAL COMPONENT

**FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS
\$525,000**

FINAL VALUE ESTIMATE - SALES COMPARISON APPROACH COMMERCIAL AND RESIDENTIAL COMPONENTS

COMPONENT VALUE ESTIMATE – COMMERCIAL BUILDING	\$230,000
COMPONENT VALUE ESTIMATE – SINGLE FAMILY RESIDENCE	<u>\$525,000</u>
PRELIMINARY VALUE ESTIMATE - COMBINED PROPERTY	\$755,000

As stated in the Appraisal Problem section of the report, the subject as a mixed-use property is reasonably valued as two separate properties based on lack of data for similar mixed-use properties. As discussed previously, a moderate downward adjustment of the above values is considered appropriate.

Market data to support this type of adjustment described above is not reasonably available. An estimated discount of 5.0% is considered reasonable to apply to the Preliminary Value Estimate of the Combined Properties.

Accordingly, the Combined Properties are discounted for a final value estimate as follows.

Preliminary Value - Combined Property	\$755,000
5.0% Discount To Reflect Mixed-Use	<u>- 37,750</u>
Final Value Estimate	\$720,000 (rounded)

The As-Is, Fee Simple Estate, by Sales Comparison Approach as of October 20, 2021, the effective date of the appraisal, is as follows:

**SEVEN HUNDRED TWENTY THOUSAND DOLLARS
(\$720,000)**

MARKET VALUE CONCLUSION

Cost Approach:	NA
Sales Comparison Approach:	\$720,000
Income Approach:	NA

Due to the age of the subject and the subjectivity of depreciation estimates, the Cost Approach was not considered to add significantly to the credibility of the value conclusion, and therefore was not utilized.

The Sales Comparison Approach is considered well supported by five closed sales for the commercial building and six closed sales for the single-family residence property type. The closed sales are relatively recent and proximate comparable sales of generally similar properties in the same general market area as the subject. Only the Sales Comparison Approach is applied in the final value conclusion. It is considered to provide an appropriately supported value conclusion, and is supported by the Income Approach, which was utilized for both the commercial and residential components, but which had cited weaknesses as stated previously.

According to public record, the property last transferred ownership on 9/30/19 for \$650,000, or \$186.73/SF. According to current subject listing broker, Cinthia Hunsinger-Rueda, the subject was listed publicly for sale and that the appraised value at the time was \$625,000. Ms. Hunsinger-Rueda reports her opinion that the 9/30/19 sale price of \$650,000 was likely slightly higher than market value. Subtracting the difference of the appraised value for the subject in September 2019 (\$625,000) from the concluded market value accounts for both a Market Conditions adjustment (9.72%, or 0.42% per month over 23 months) and consideration of the previous above-market sale of the subject. The previous subject sale price is considered an above-market sale, but with the indicated adjustments is generally supportive of the current concluded market value.

Per client-provided sales agreement (See Addenda), the subject property is currently pending sale as of 10/03/2021 for \$715,000, or \$205.40/SF, between Jason & Stephanie Hunsinger (sellers) and Harpreet Kaur (buyer). The subject was listed for sale on approximately 7/20/2021 for \$788,900 or \$226.63/SF with Cinthia Hunsinger-Rueda of One Realty & Mortgage before becoming a pending sale on 10/03/2021 at 91% of the asking price. The buyer down payment of 25% is considered typical of the market. The listing agent, Ms. Hunsinger-Rueda, states that the pending price is representative of a current market price, and the current pending price is supportive of the concluded market value for the subject.

This appraisal is based upon certain identified Extraordinary Assumptions, which if proven false could affect the value conclusion. As a result of our investigation and analyses, and based upon the assumptions and limiting conditions stated within this report, the Market Value, As-Is, Fee Simple Estate, as of October 20, 2021 is:

SEVEN HUNDRED TWENTY THOUSAND DOLLARS

\$720,000

Final Adjustments:

No adjustments required. The subject buildings are of average to good quality and in average to good condition, fully functional, and owner-occupied. A portable Auto Lift unit in the Garage/Shop building is considered personal property. It is not included in the valuation. The appraiser concludes there is only nominal value attributable to furnishings, fixtures, and equipment (FF&E) and as such a separate value allocation is not required.

PART IV
ADDENDA



150 West 10th Street
Tracy, CA 95376
(209) 835-1331 Fax: (209) 835-5331

PRELIMINARY REPORT

Our Order Number 1213035751-CS

PLATINUM ONE REALTY & MORTGAGE
5362 W. G Street
Tracy, CA 95376

Attention: CINTHIA RUEDA

When Replying Please Contact:

Christine Sunn
CSunn@ortc.com
(209) 835-1331

Property Address:

5736 West Grant Line Road, Tracy, CA 95304
[Unincorporated area of San Joaquin County]

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance 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 I 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 Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. 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 I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

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

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

Dated as of August 16, 2021, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

Page 1 of 7 Pages

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1213035751-CS

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

ALTA Owner's Policy - 2006; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

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

Fee

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

Jason Hunsinger and Stephanie Hunsinger, husband and wife as Joint Tenants

The land referred to in this Report is situated in the unincorporated area of the County of San Joaquin, State of California, and is described as follows:

A portion of Rancho El Pescadero, and more particularly described as follows:

Parcel "B" as shown on Map of Survey [filed November 3 1972 in Book 23 of Surveys, Page 89](#), San Joaquin County Records.

APN: 250-050-050-000

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

1. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2020 - 2021, as follows:

Assessor's Parcel No	:	250-050-05	
Bill No.	:	2500500500000	
Code No.	:	055-001	
1st Installment	:	\$3,501.22	Delinquent
Penalty	:	\$350.12	
2nd Installment	:	\$3,501.22	Delinquent
Penalty	:	\$360.12	
Land Value	:	\$425,000.00	
Imp. Value	:	\$225,000.00	

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1213035751-CS

3. Supplemental taxes, general and special, for the fiscal year 2019 - 2020 as follows:

Assessor's Parcel No.	:	250-050-05	
Bill No.	:	990649494000	
1st Installment	:	\$1,558.01	Marked Paid
All Due & Payable on	:	July 31, 2020	
Penalty	:	\$155.80	
2nd Installment	:	\$1,558.01	Delinquent
All Due & Payable on	:	November 30, 2020	
Delinquent On	:	December 1, 2020	
Penalty	:	165.80	

4. Said property having been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2019 - 2020, and subsequent delinquencies

Amount to redeem by August 31, 2021, for the above stated year (and subsequent years, if any) is \$11,597.95.

and by September 30, 2021	:	is \$11,747.88
and by October 31, 2021	:	is \$11,897.81

Assessor's Parcel No. : 250-050-05

5. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

6. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Grant Line Road.

7. An encroachment of existing structures or improvements situated on said land onto the land adjoining on the East onto said land, as disclosed by Record of Survey.

The affirmative coverage set forth in the Covered Risks is not provided by the policy.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1213035751-CS

8. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$399,000.00
Trustor/Borrower : Jason Hunsinger and Stephanie Hunsinger, husband and wife as joint tenants
Trustee : Geraci Law Firm
Beneficiary/Lender : Balboa, LLC, a California limited liability company, ISAOA
Dated : September 11, 2019
Recorded : [September 30, 2019 in Official Records under Recorder's Serial Number 2019-110309](#)
Loan No. : RMF4019400

The record beneficial interest under said Deed of Trust as a result of the last recorded assignment thereof is,

Vested In : Jason Hunsinger and Stephanie Hunsinger, husband and wife as joint tenants
By Assignment : Balboa LLC, 37.59398% to Parham Michael Tabibian, Trustee of The Tabibian Family Trust
From/To :
Dated : October 1, 2019
Recorded : [October 31, 2019 in Official Records under Recorder's Serial Number 2019-125755](#)

The record beneficial interest under said Deed of Trust as a result of the last recorded assignment thereof is,

Vested In : Jason Hunsinger and Stephanie Hunsinger, husband and wife as joint tenants
By Assignment : Balboa LLC, 25.06265% to Sunwest Trust FBO Brian Eisier IRA
From/To :
Dated : October 1, 2019
Recorded : [October 31, 2019 in Official Records under Recorder's Serial Number 2019-125756](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1213035751-CS

The record beneficial interest under said Deed of Trust as a result of the last recorded assignment thereof is,

Vested In : Jason Hunsinger and Stephanie Hunsinger, husband and wife as joint tenants
By Assignment : Balboa LLC, 16.29072% to Paul Eisler, Trustee of The
From/To : Eisler Family Trust
Dated : October 1, 2019
Recorded : [October 31, 2019 in Official Records under Recorder's Serial Number 2019-125757](#)

The record beneficial interest under said Deed of Trust as a result of the last recorded assignment thereof is,

Vested In : Jason Hunsinger and Stephanie Hunsinger, husband and wife as joint tenants
By Assignment : Balboa LLC, 21.05263% to Bixbite Management LLC
From/To :
Dated : October 18, 2019
Recorded : [October 31, 2019 in Official Records under Recorder's Serial Number 2019-125758](#)

9. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$250,000.00
Trustor/Borrower : Jason Hunsinger and Stephanie Hunsinger, husband and wife as joint tenants
Trustee : Old Republic Title Company, a California corporation
Beneficiary/Lender : Michael Gilbert and Wendy Gilbert, husband and wife
Dated : September 13, 2019
Recorded : [September 30, 2019 in Official Records under Recorder's Serial Number 2019-110310](#)

10. 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.

11. Any unrecorded and subsisting leases.

12. The requirement that the Company be provided with a copy of the "rent roll" and "tenant estoppel certificates" for its review.

The Company may have different and/or additional requirements after its review.
13. Rights or claims of parties in possession not disclosed by the public records.
14. The requirement that this Company be provided with an opportunity to inspect the land (the Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection).
15. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.
- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a commercial building known as 5736 West Grant Line Road, Tracy, CA 95304.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

Grant Deed executed by Michael Gilbert and Wendy Gilbert, husband and wife to Jason Hunsinger and Stephanie Hunsinger, husband and wife as joint tenants recorded [September 30, 2019 in Official Records under Recorder's Serial Number 2019-110308](#).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1213035751-CS

C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument
Entitled : Grant Deed
By/From : Michael Gilbert and Wendy Gilbert, husband and wife
To : Jason Hunsinger and Stephanie Hunsinger, husband and wife as joint tenants
Dated : September 13, 2019
Recorded : [September 30, 2019 in Official Records under Recorder's Serial Number 2019-110308](#)

TAX DETAIL

SAN JOAQUIN COUNTY 2021 - 2022 PROPERTY TAX BILL
Treasurer-Tax Collector
44 N. San Joaquin St., Suite 150, P.O. Box 2169, Stockton, CA 95201-2169, (209) 468-2133
SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2021 - JUNE 30, 2022

PROPERTY INFORMATION			IMPORTANT MESSAGES
ASMT NUMBER:	250-050-050-000	TAX RATE AREA:	055001
ORIG ASMT:	250-050-050-000		
FEE NUMBER:	250-050-050-000		
LOCATION:	5736 W GRANT LINE RD		

5736 W GRANT LINE RD
TRACY CA 95304

2021-2022

COUNTY VALUES, EXEMPTIONS, AND TAXES				
PHONE #	DESCRIPTION	PRIOR	CURRENT	BILLED
PAYMENTS (209) 468-2133	LAND	0	429403	429403
ADDR/OWNER CHGS (209) 468-2631		0	0	0
ASSESSED VALUES (209) 468-2630		0	0	0
EXEMPTIONS (209) 468-2630	STRUCTURAL IMPROVEMENTS	0	227331	227331
TAX RATES (209) 468-9525		0	0	0
ASMT APPEALS (209) 468-2350		0	0	0
		0	0	0
NET TAXABLE VALUE				656734
VALUES X TAX RATE PER \$100 1.000000				\$6,567.34

VOTER APPROVED TAXES / TAXING AGENCY DIRECT CHARGES & SPECIAL ASSESSMENTS / FEES								
PHONE #	CODE	DESCRIPTION	ASSESSED VALUE	X	TAX RATE / 100	= TAX AMOUNT		
(209) 835-0843	01561	BANTA ELEM 2002 MEAS X 2003 BOND	656734		0.000400	\$2.62		
(209) 954-5018	04564	SJ DELTA COLL 2004 MEAS L 2015R BOND	656734		0.008800	\$57.80		
(209) 954-5018	04565	SJ DELTA COLL 2004 MEAS L 2018D BOND	656734		0.002800	\$18.38		
(209) 954-5018	04566	SJ DELTA COLL 2004 MEAS L 2020R BOND	656734		0.001900	\$12.48		
(209) 954-5018	04567	SJ DELTA COLL 2004 MEAS L 2021R BOND	656734		0.002800	\$18.38		
(209) 830-3200	04961	TRACY-LAM USD 2006 MEAS E 2014R BOND	656734		0.006400	\$42.04		
(209) 830-3200	04963	TRACY-LAM USD 2006 MEAS E 2015R BOND	656734		0.005900	\$38.74		
(209) 830-3200	04972	TRACY-LAM USD 2006 MEAS E 2020R BOND	656734		0.001400	\$9.20		
PHONE #	DESCRIPTION	DIR CHR	PHONE #	DESCRIPTION	DIR CHR	PHONE #	DESCRIPTION	DIR CHR
(209) 956-0150	S DELTA WATER AGENC	\$4.94	(833) 222-2001	TRACY RURAL FIRE	\$250.00	(209) 468-3089	WATER ZONE 2	\$6.84
(209) 982-4675	SJC MOSQUITO ABATE	\$8.34	(800) 273-5167	SJC MOSQ & VCTR	\$13.26			
AGENCY TAXES							\$199.64	
DIRECT CHARGES							\$283.38	
FEES							\$0.00	
PENALTY & COST							\$0.00	
AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES							\$483.02	

1st INSTALLMENT \$3,525.18	2nd INSTALLMENT \$3,525.18	TOTAL TAXES
DELINQUENT AFTER 12/10/2021	DELINQUENT AFTER 04/10/2022	\$7,050.36

SAN JOAQUIN COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 250-050-050-000 TAX YEAR: 2021 MAKE CHECK PAYABLE TO:
ORIG ASMT: 250-050-050-000
FEE NUMBER: 250-050-050-000
LOCATION: 5736 W GRANT LINE RD

San Joaquin County Treasurer-Tax Collector
P.O. Box 2169 Stockton, CA 95201-2169

5736 W GRANT LINE RD
TRACY CA 95304

2021-2022 2ND

IF PAID BY 04/10/2022 \$3,525.18

DELINQUENT AFTER 04/10/2022 (INCLUDES 10% PENALTY OF \$352.51 AND \$10.00 COST) \$3887.69

25005005000020210000035251822021041020211

CUT HERE

SAN JOAQUIN COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 250-050-050-000 TAX YEAR: 2021 MAKE CHECK PAYABLE TO:
ORIG ASMT: 250-050-050-000
FEE NUMBER: 250-050-050-000
LOCATION: 5736 W GRANT LINE RD

San Joaquin County Treasurer-Tax Collector
P.O. Box 2169 Stockton, CA 95201-2169

5736 W GRANT LINE RD
TRACY CA 95304

2021-2022 1ST

IF PAID BY 12/10/2021 \$3,525.18

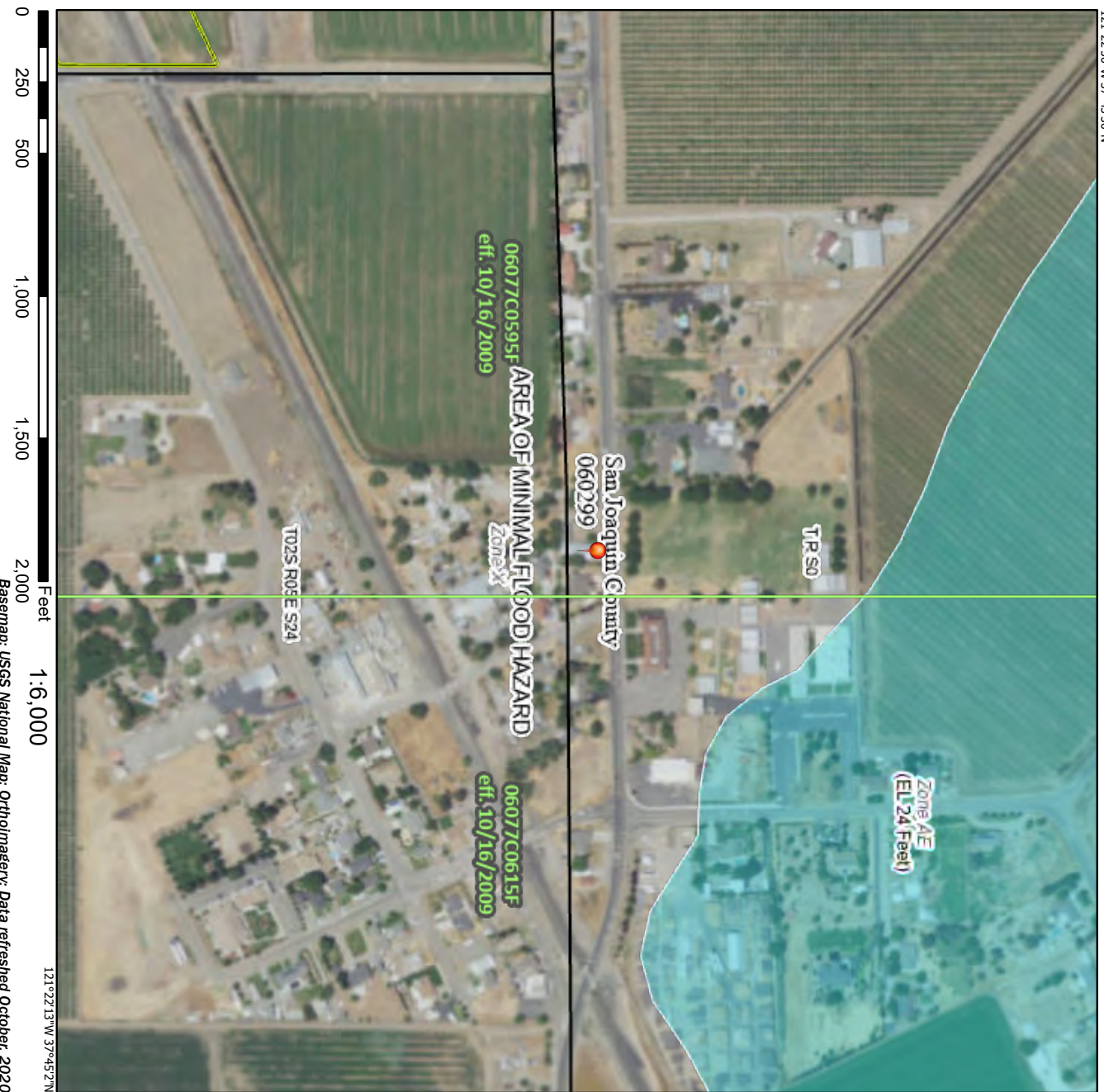
DELINQUENT AFTER 12/10/2021 (INCLUDES 10% PENALTY OF \$352.51 AND \$0.00 COST) \$3877.69
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY 12/10/2021 \$7050.36

250050050000202100000352518120211210202118

FLOOD MAP

National Flood Hazard Layer FIRMette

121°22'50"W 37°45'30"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRMI PANEL LAYOUT

	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway

	0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes, Zone X
	Area with Flood Risk due to Levee Zone D

	NO SCREEN
	Area of Minimal Flood Hazard Zone X
	Effective LOMRs
	Area of Undetermined Flood Hazard Zone D

	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

	20.2
	17.5
	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **11/4/2021 at 3:39 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRMI panel number, and FIRMI effective date. Map images for unmapped and unmapped areas cannot be used for regulatory purposes.

0 250 500 1,000 1,500 2,000 Feet 1:6,000
Basemap: USGS National Map: OrthoImagery. Data refreshed October, 2020
121°22'13"W 37°45'2"N

INSURABLE VALUE

INSURABLE VALUE
5736 W. Grant Line Road, Tracy, CA

DIRECT COST OF IMPROVEMENTS:

Marshall Valuation Service (MVS) Calculator Method

Service (Repair) Garages (MVS Sect. 14, Pg. 32, Class D, Average Quality)

Base Cost \$53.00 Height Mult. 1.041 Perimeter Mult. 1.00 Current & Local 1.47 \$ 81.10

Restroom Bldg. (MVS Sect. 17, Pg. 13, Class D, Average Quality)

Base Cost \$27.50 Height Mult. 1.000 Perimeter Mult. 1.00 Current & Local 1.39 \$ 38.23

SFR (MVS Sect. 12, Pg. 25, Class D, Average Quality)

Base Cost \$93.50 Height Mult. 1.000 Perimeter Mult. 1.00 Current & Local 1.43 \$ 133.71

TOTAL BLDG. IMPROVEMENTS

			<u>Square Ft.</u>	<u>\$/Squire Ft.</u>	<u>Total \$*</u>
Service Garage	GBA		2,400	\$81.10	\$ 194,650
Restroom Bldg.	GBA		60	\$38.23	\$ 2,294
SFR	GBA		1,021	\$133.71	\$ 136,513

*Extended totals are subject to minor rounding errors.

TOTAL DIRECT COSTS:

\$ 333,457

TOTAL INDIRECT COSTS:

15% of Direct

\$ 50,018

ESTIMATED REPLACEMENT COST:

\$ 383,475

INSURABLE VALUE

Rounded

\$ 380,000

SUBJECT PURCHASE AGREEMENT



CALIFORNIA ASSOCIATION OF REALTORS®

BUYER COUNTEROFFER No. 1 (C.A.R. Form BCO, 11/14)

This is a counteroffer to the: [X] Seller Counteroffer No. ____, [] Seller Multiple Counteroffer No. ____, or [] Other ____ ("Offer"), dated October 2, 2021, on property known as 5736 W Grant Line Rd, Tracy, CA 95304-8811 ("Property"), between Harpreet Kaur ("Buyer") and Owner on Record ("Seller"). Date October 3, 2021

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counteroffer or an addendum.
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but deposit amount(s) shall remain unchanged from the original Offer.
C. OTHER TERMS: 1. Purchase Price to be \$715,000. 2. All other terms and conditions of the CPPA and SCO1 to remain the same.
D. The following attached addenda are incorporated into this Buyer Counteroffer: [] Addendum No. ____

- 2. EXPIRATION: This Buyer Counteroffer shall be deemed revoked and the deposits, if any, shall be returned:
A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 3 (if more than one signature then, the last signature date) or by 10:00 [X] AM [] PM on 10/04/2021 (date) (i) it is signed in paragraph 4 by Seller and (ii) a copy of the signed Buyer Counteroffer is personally received by Buyer or ____, who is authorized to receive it.
OR B. If Buyer withdraws it in writing (CAR Form WOO) anytime prior to Acceptance.

3. OFFER: BUYER MAKES THIS COUNTEROFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. Buyer Harpreet Kaur Date 10/03/2021 10/03/2021 1:25:01 PM PDT

4. ACCEPTANCE: I/WE accept the above Buyer Counteroffer (If checked [] SUBJECT TO THE ATTACHED COUNTEROFFER) and acknowledge receipt of a Copy. Seller Owner on Record Date ____ Time ____ AM/ PM

CONFIRMATION OF ACCEPTANCE: (____ / ____) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent as specified in paragraph 2A on (date) ____ at ____ AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document.

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CALIFORNIA ASSOCIATION OF REALTORS

COMMERCIAL PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (NON-RESIDENTIAL) (C.A.R. Form CPA, Revised 12/18)

Date Prepared: 10/01/2021

- 1. OFFER: A. THIS IS AN OFFER FROM Harpreet Kaur ("Buyer"). B. THE REAL PROPERTY to be acquired is 5736 W Grant Line Rd, Tracy (City), San Joaquin (County), California, 95304-8811 (Zip Code), Assessor's Parcel No. 250-050-05 ("Property"). C. THE PURCHASE PRICE offered is Six Hundred Ninety Thousand Dollars \$690,000.00. D. CLOSE OF ESCROW shall occur on (date) (or 45 Days After Acceptance). E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

- 2. AGENCY: A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD). B. CONFIRMATION: The following agency relationships are confirmed for this transaction: Seller's Brokerage Firm Platinum One Realty & Mortgage License Number 00445069. Seller's Agent Cynthia Hunsinger-Rueda License Number 01796023. Buyer's Brokerage Firm New Cal Realty License Number 01905393. Buyer's Agent Jas Aulakh License Number 01914798.

C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

- 3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder. A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 15,000.00. (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or to the agent submitting the offer (or to The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposit checks received by agent shall be recorded in Broker's trust fund log.) B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

C. ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or Days After Acceptance, Deliver to Seller such verification.

- D. LOAN(S): (1) FIRST LOAN: in the amount of \$ 517,500.00. This loan will be conventional financing OR Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing, Other. This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount. (2) SECOND LOAN in the amount of \$ This loan will be conventional financing OR Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing, Other. This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.

E. ADDITIONAL FINANCING TERMS: F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 157,500.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. PURCHASE PRICE (TOTAL): \$ 690,000.00

Buyer's Initials [Signature] © 2018, California Association of REALTORS®, Inc. CPA REVISED 12/18 (PAGE 1 OF 11)

Seller's Initials [Signature]



Property Address: 5736 W Grant Line Rd, Tracy, CA 95304-8811

Date: October 1, 2021

H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)

I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in **paragraph 18B(3)**, in writing, remove the appraisal contingency or cancel this Agreement within 17 (or 14) Days After Acceptance.

J. **LOAN TERMS:**
(1) **LOAN APPLICATIONS:** Within 3 (or) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)

(2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) **LOAN CONTINGENCY REMOVAL:**
Within 21 (or) Days After Acceptance, Buyer shall, as specified in paragraph 18, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. **SALE OF BUYER'S PROPERTY:**
A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. **ADDENDA AND ADVISORIES:**
A. **ADDENDA:**
 Back Up Offer Addendum (C.A.R. Form BUO) Addendum # (C.A.R. Form ADM)
 Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) Court Confirmation Addendum (C.A.R. Form CCA)
 Short Sale Addendum (C.A.R. Form SSA) Other

B. **BUYER AND SELLER ADVISORIES:**
 Probate Advisory (C.A.R. Form PA) Buyer's Inspection Advisory (C.A.R. Form BIA)
 Trust Advisory (C.A.R. Form TA) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 Short Sale Information and Advisory (C.A.R. Form SSIA) Other

6. **OTHER TERMS:** _____

7. **ALLOCATION OF COSTS**
A. **INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

- (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: _____ prepared by _____
- (2) Buyer Seller shall pay for the following Report _____ prepared by _____
- (3) Buyer Seller shall pay for the following Report _____ prepared by _____

Buyer's Initials

Seller's Initials



Property Address: 5736 W Grant Line Rd, Tracy, CA 95304-8811

Date: October 1, 2021

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
- (2) (i) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
 (ii) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
 (iii) Buyer shall be provided, within the time specified in paragraph 18A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee 50/50
 (b) Escrow Holder shall be _____
 (c) The Parties shall, within 5 (or _____) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 17E 50/50
 (b) Owner's title policy to be issued by _____
 (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee _____
- (2) Buyer Seller shall pay City transfer tax or fee _____
- (3) Buyer Seller shall pay Owners' Association ("OA") transfer fee _____
- (4) Seller shall pay OA fees for preparing all documents required to be delivered by Civil Code §4525.
- (5) Buyer Seller shall pay OA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) Buyer Seller shall pay for any private transfer fee _____
- (8) Buyer Seller shall pay for _____
- (9) Buyer Seller shall pay for _____

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B, C or D.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms.
- (3) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 18A.
- (4) Seller represents that all items included in the purchase price are, unless otherwise specified or identified pursuant to 8B(7), owned by Seller. Within the time specified in paragraph 18A, Seller shall give Buyer a list of fixtures not owned by Seller.
- (5) Seller shall deliver title to the personal property by Bill of Sale, free and clear of all liens and encumbrances, and without seller warranty of condition regardless of value.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
- (7) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 18A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 18B and C.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: _____

D. OTHER ITEMS:

- (1) Existing integrated phone and automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (are NOT) included in the sale.

9. CLOSING AND POSSESSION:

- A. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or (1:00 AM/ PM) on the date of Close Of Escrow; (ii) no later than _____ calendar days After Close Of Escrow; or (iii) at _____ AM/ _____ PM on _____.
- B. Seller Remaining in Possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as C.A.R. Form CL; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- C. Tenant Occupied Units: Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.

Buyer's Initials
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Seller's Initials

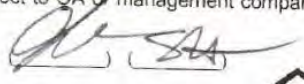


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- D. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale, and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.
- 10. **SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.
- 11. **SELLER DISCLOSURES:**
 - A. **NATURAL AND ENVIRONMENTAL DISCLOSURES:** Seller shall, within the time specified in paragraph 18, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide an NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
 - B. **ADDITIONAL DISCLOSURES:** Within the time specified in paragraph 18, Seller shall Deliver to Buyer, in writing, the following disclosures, documentation and information:
 - (1) **RENTAL SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; and (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.
 - (2) **INCOME AND EXPENSE STATEMENTS:** The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.
 - (3) **TENANT ESTOPPEL CERTIFICATES:** (If checked) Tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
 - (4) **SURVEYS, PLANS AND ENGINEERING DOCUMENTS:** Copies of surveys, plans, specifications and engineering documents, if any, in Seller's possession or control.
 - (5) **PERMITS:** If in Seller's possession, Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
 - (6) **STRUCTURAL MODIFICATIONS:** Any known structural additions or alterations to or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
 - (7) **GOVERNMENTAL COMPLIANCE:** Any improvements, additions, alterations or repairs made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.
 - (8) **VIOLATION NOTICES:** Any notice of violations of any Law filed or issued against the Property and actually known to Seller.
 - (9) **WATER CONSERVING PLUMBING DEVICES:** Section 1101.5 of the Civil Code, requires that by January 1, 2019, all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMD for further information.
 - (10) **MISCELLANEOUS ITEMS:** Any of the following, if actually known to Seller: (i) any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property, or the right to use and occupy it; (ii) any unsatisfied mechanic's or materialman's lien(s) affecting the Property; and (iii) that any tenant of the Property is the subject of a bankruptcy.
 - C. **WITHHOLDING TAXES:** Within the time specified in paragraph 18A, to avoid required withholding Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).
 - D. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
 - E. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
 - (1) **SELLER HAS:** 7 (or) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision.
 - (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or) Days After Acceptance to request from the OA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 18B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to OA or management company to pay for any of the above.

Buyer's Initials

Seller's Initials 

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- 12. ENVIRONMENTAL SURVEY (If checked): Within _____ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by Buyer Seller. Buyer shall then, as specified in paragraph 18, remove this contingency or cancel this Agreement.
- 13. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly Deliver a subsequent or amended disclosure or notice in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.**
- 14. **CHANGES DURING ESCROW:**
 - A. Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 14B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
 - B. (1) 7 (or) Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of any Proposed Changes. (2) Within 5 (or) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 15. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
 - A. Seller shall, within the time specified in paragraph 18A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
 - B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 18B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
 - C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**
- 16. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
 - A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 18B. Within the time specified in paragraph 18B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 18B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
 - C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
 - D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- 17. **TITLE AND VESTING:**
 - A. Within the time specified in paragraph 18, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 18B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
 - B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
 - C. Within the time specified in paragraph 18A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

Buyer's Initials _____

Seller's Initials _____ 

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- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
 - E. Buyer shall receive a standard coverage owners CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 18. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**
- A. **SELLER HAS: 7 (or) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5A, 6, 7, 8B(7), 11A, B, C, D and E, 12, 15A and 17A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
 - B. (1) **BUYER HAS: 17 (or 7) Days** After Acceptance, unless otherwise agreed in writing, to:
 - (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(7) and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.
 - (2) Within the time specified in paragraph 18B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 18B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 18A, then Buyer has **5 (or) Days** After Delivery of any such items, or the time specified in paragraph 18B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 18B(1) and before Seller cancels, if at all, pursuant to paragraph 18C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 18C(1).
 - C. **SELLER RIGHT TO CANCEL:**
 - (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a letter as required by paragraph 3J(1); (iii) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; or (iv) In writing assume or accept leases or liens specified in 8B(7); (v) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 25B; or (vi) Provide evidence of authority to sign in a representative capacity as specified in paragraph 23. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - D. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 18.
 - E. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - F. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
 - G. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within **10 Days** After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials

Seller's Initials



- 19. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 20. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 15; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 21. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, OA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 22. **BROKERS:**
 - A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
 - B. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.
 - C. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 23. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 40 or 41 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 24. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
 - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10, 11D, 17, 18G, 21, 22A, 23, 24, 30, 38, 39, 41, 42 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 22A, or paragraph D of the section titled Real Estate Brokers on page 11 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 11 or elsewhere in this Agreement.

Buyer's Initials ()

Seller's Initials ()



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Date: October 1, 2021

- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 22A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 22A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

25. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R.FORM RID).

Buyer's Initials [Signature]

Seller's Initials [Signature]

26. DISPUTE RESOLUTION:

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

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.

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

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

Buyer's Initials [Signature]

Seller's Initials [Signature]

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
 - (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
 - (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.
27. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
 28. **MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
 29. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 26A.
 30. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form A0AA).
 31. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
 32. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
 33. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer's or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
 34. **COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
 35. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
 36. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state of California.
 37. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
 38. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
 39. **DEFINITIONS:** As used in this Agreement:
 - A. **"Acceptance"** means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. **"Agreement"** means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.

Buyer's Initials 

Seller's Initials 

- C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow Or COE" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
40. **AUTHORITY:** Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind the person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Article of Organization, By Laws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.
41. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____ who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by 5:00 AM PM October 1, 2021 (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 10/01/2021 BUYER [Signature]
(Print name) Harpreet Kaur 10/1/2021 1:27:22 PM PDT

Date _____ BUYER _____
(Print name) _____

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

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

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED 10/1/21

One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date 10/1/21 SELLER [Signature]
(Print name) Owner on Record

Date 10/1/21 SELLER [Signature]
(Print name) Stephanie Hunsinger

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

(_____/_____) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ AM/PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

Property Address: 5736 W Grant Line Rd, Tracy, CA 95304-8811

Date: October 1, 2021

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING (BUYER'S) COMPENSATION:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
- E. **PRESENTATION OF OFFER:** Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm New Cal Realty DRE Lic. # 01905393

By Jas Aulakh DRE Lic. # 01914798 Date 10/1/2021

By 10/1/2021 1:32:12 PM PDT DRE Lic. # _____ Date _____

Address 4847 Hopyard Rd, Ste 4-361 City Pleasanton State CA Zip 94588

Telephone (408)799-7711 Fax _____ E-mail Jas@newcalrealty.com

Seller's Brokerage Firm Platinum One Realty & Mortgage DRE Lic. # 00445269

By Cynthia DRE Lic. # 01796023 Date 10/1/21

By _____ DRE Lic. # _____ Date 10/1/21

Address 70 W. 10th Street City Tracy State CA Zip 95377

Telephone 209-836-6099 Fax _____ E-mail cinthiarueda@yahoo.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer numbers _____ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

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

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

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

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

Buyer's Initials [Signature] (_____)

Seller's Initials [Signature]

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CPA REVISED 12/18 (PAGE 11 OF 11)

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 11 OF 11)

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5736 W Grant



CALIFORNIA ASSOCIATION OF REALTORS®

SELLER COUNTER OFFER No. 1
May not be used as a multiple counter offer.
(C.A.R. Form SCO, Revised 11/14)

Date October 1, 2021

This is a counter offer to the: [] Purchase Agreement, [] Buyer Counter Offer No. ... or [] Other ... ("Offer"),
dated ... on property known as 5736 W. Grant Line Rd, Tracy, ... ("Property"),
between ... ("Buyer"),
and Jason Hunsinger, Stephanie Hunsinger ("Seller").

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but deposit amount(s) shall remain unchanged from the original Offer.
C. OTHER TERMS: 1. Purchase price to be \$720,000.
2. Car lift to not be included with purchase.
3. Sale to be as is sale.
4. All other terms remain the same.

D. The following attached addenda are incorporated into this Seller Counter offer: [] Addendum No. ...

- 2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned.
A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 4 (if more than one signature then, the last signature date) (or by [] AM [] PM on ... (date)) (i) it is signed in paragraph 5 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or ... who is authorized to receive it.
B. OR If Seller withdraws it anytime prior to Acceptance (CAR Form WOO may be used).
C. OR If Seller accepts another offer prior to Buyer's Acceptance of this counter offer.

3. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.
Seller Jason Hunsinger Date 10-1-21
Seller Stephanie Hunsinger Date 10/1/21

5. ACCEPTANCE: I/we accept the above Seller Counter Offer (if checked X SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.
Buyer [Signature] Date 10/03/2021 Time [] AM/ [] PM
Buyer [Signature] Date 10/3/2021 Time [] AM/ [] PM

CONFIRMATION OF ACCEPTANCE:

[Signature] (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Seller, or Seller's authorized agent as specified in paragraph 2A on (date) 10/1/21 at 8:01 AM/PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized agent whether or not confirmed in this document.

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SCO Revised 11/14 (PAGE 1 OF 1)

SELLER COUNTER OFFER (SCO PAGE 1 OF 1)



SUBJECT DISCLOSURE REPORT

Make check payable to:



A FIDELITY NATIONAL FINANCIAL, INC. COMPANY
P.O. Box 7134
San Francisco, CA 94120-7134

DEMAND

Order Number: 211014-00251
Escrow Number: TBD
Demand Date: 10/14/2021

Bill To:

CHRISTINE SUNN
OLD REPUBLIC TITLE
150 W 10TH ST
TRACY, CA 95376-3904

Amount Due: \$129.00

Please include the Order Number on check to receive proper credit.

THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED

Ordering Party/Agent	Escrow	Order Details
CINTHIA RUEDA PLATINUM ONE REALTY & MORTGAGE 4598 S TRACY BLVD STE 100 TRACY, CA 95377-8117 (209) 836-6099	CHRISTINE SUNN OLD REPUBLIC TITLE 150 W 10TH ST TRACY, CA 95376-3904 (209) 835-1331	Property Address: HUNSINGER JASON & STEPHANIE 5736 W GRANT LINE RD TRACY, CA 95304-8811

Quantity	Description	Amount	Total
1	Commercial Premium	\$129.00	\$129.00

Subtotal: \$129.00
Paid: \$0.00
Amount Due **\$129.00**

Important Ordering Agent Payment Instructions:

When escrow opens for this transaction please do the following:

1. Fill out the escrow information above.
2. Fax a copy of this demand to Disclosure Source at (800) 287-8673.
3. Have this demand placed into the escrow file for payment.
4. **Should the escrow we were instructed to bill not close, please forward this demand to the next escrow, and inform Disclosure Source of the new pertinent data.** Disclosure Source will provide the new escrow with an updated demand and a copy of the report.

In the event demands are unpaid after closing, the Ordering Agent will be responsible for payment.

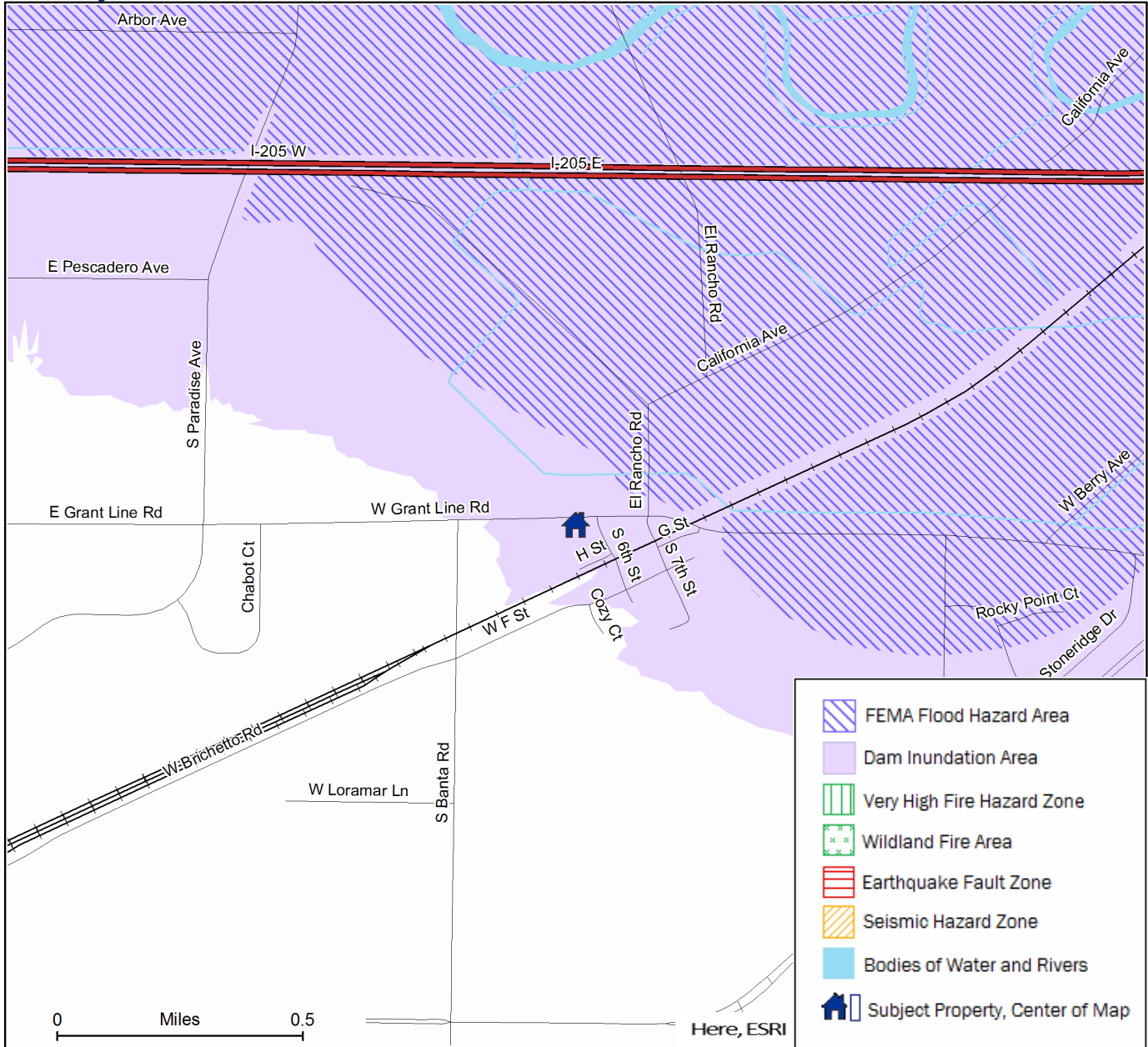
Escrow Instructions:

If the escrow documents are being transferred to a new escrow, please notify Disclosure Source Customer Service at (800) 880-9123 to update changes and transfer this demand along with the Disclosure Source Report to the new escrow. If the escrow fails to close, please notify the Disclosure Source Accounting Dept. at (800) 880-9123.

Property Address: 5736 W GRANT LINE RD
TRACY, CA 95304-8811
Parcel Number: 250-050-050-000

Date: 10/14/2021
Order Number: 211014-00251

Statutory Natural Hazard Disclosures



- IS IS NOT Located in a FEMA Special Flood Hazard Area.
- * IS IS NOT Located in a Dam Inundation Area.
- IS IS NOT Located in a Very High Fire Hazard Severity Zone.
- IS IS NOT Located in a Wildland Fire Area.
- IS IS NOT Located in an Alquist-Priolo Earthquake Fault Zone.
- * IS IS NOT Located in a Seismic Hazard Zone.

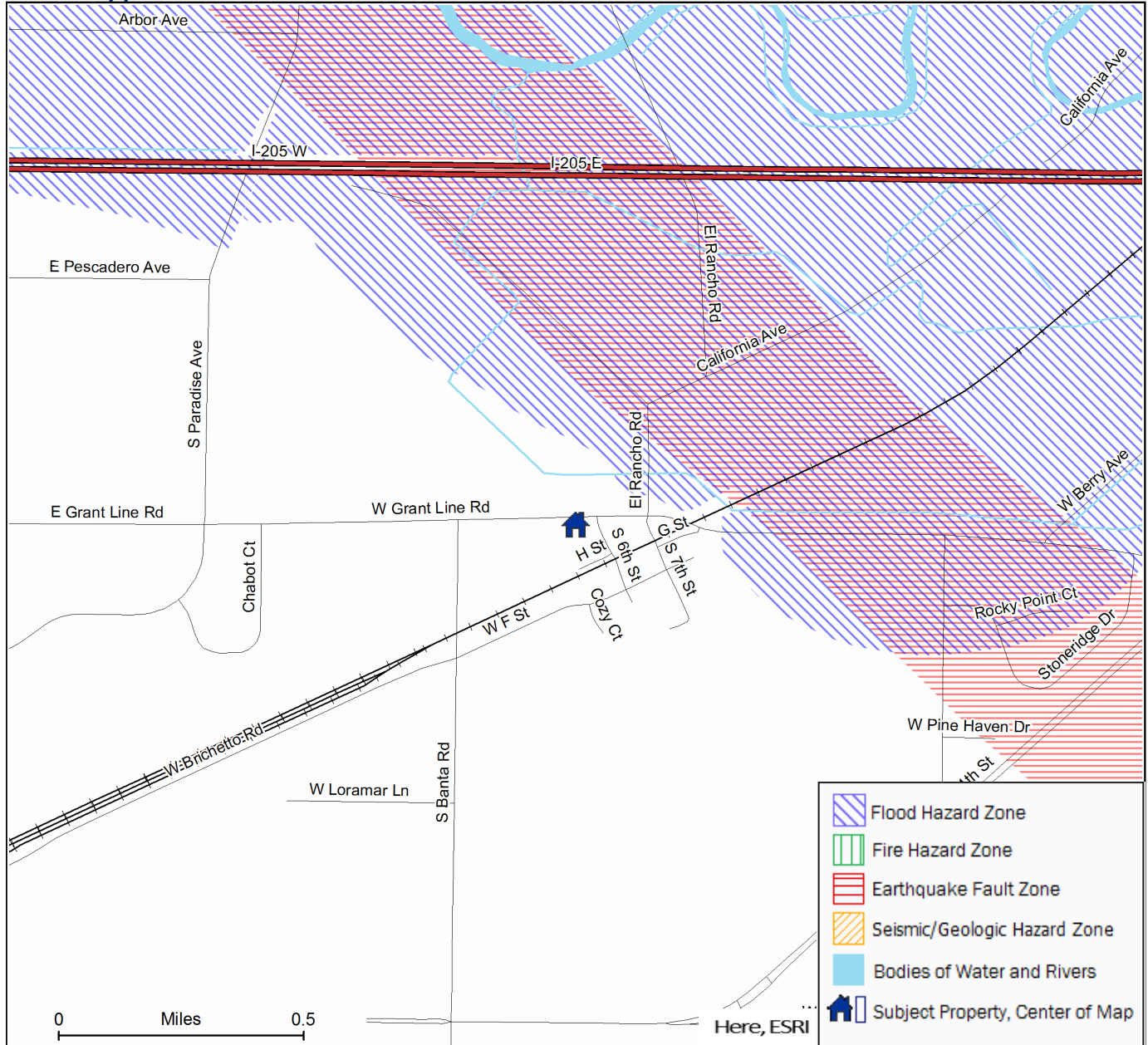
* Please read the report for further information

This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California law.**

Property Address: 5736 W GRANT LINE RD
TRACY, CA 95304-8811
Parcel Number: 250-050-050-000

Date: 10/14/2021
Order Number: 211014-00251

Local/Supplemental Natural Hazard Disclosures



- * IS IS NOT in a Supplemental Flood Hazard Zone.
- IS IS NOT in a Supplemental Fire Hazard Zone.
- IS IS NOT in a Supplemental Earthquake Fault Zone.
- IS IS NOT in a Supplemental Seismic/Geologic Hazard Zone.

This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California law.**

* Please read the report for further information

Property Address: 5736 W GRANT LINE RD
TRACY, CA 95304-8811

Parcel Number: 250-050-050-000

Date: 10/14/2021
Order Number: 211014-00251

THE RECIPIENT(S) SHOULD CAREFULLY READ THE EXPLANATION OF SERVICES, CONDITIONS, LIMITATIONS & DISCLAIMERS CONTAINED IN THIS REPORT.

PAYMENT POLICY: FULL PAYMENT FOR THIS REPORT IS DUE UPON CLOSE OF ESCROW. THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED.

CANCELATION POLICY: OUR REPORT CAN ONLY BE CANCELLED IF ESCROW IS CANCELLED, OR THE SELLER TAKES THE PROPERTY OFF THE MARKET. SIGNED ESCROW CANCELLATION INSTRUCTIONS ARE REQUIRED.

	Page
Natural Hazard Reference Maps	i-ii

In Out Not Mapped Statutory Natural Hazard Disclosures

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Special Flood Hazard Area designated by the Federal Emergency Management Agency	2
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dam Inundation / Area of Potential Flooding	2
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Very High Fire Hazard Severity Zone	2
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wildland Area That May Contain Substantial Forest Fire Risks And Hazards	3
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Earthquake Fault Zone	3
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Hazard - Landslide Zone	4
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Hazard - Liquefaction Zone	4

In Out Not Mapped Local/Supplemental Natural Hazard Disclosures

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Supplemental Flood Hazard Zone	5
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Fire Hazard Zone	5
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Earthquake Fault Hazard Zone	6
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Seismic/Geologic Hazard Zone	6

In Out Additional Disclosures

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Airport Influence Area	7
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Airport Proximity	7
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Right to Farm	8
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Mining Operations	8

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Yes	No	Tax Information	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Mello-Roos Communities Facilities District Special Tax Liens – currently levied against the property	9
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Improvement Bond Act of 1915 Lien Assessments – currently levied against the property	10
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Property Assessed Clean Energy (PACE) Programs	10
		Tax Summary – annual taxes, liens and assessments currently included on the tax bill	11
		Property Tax Descriptions	12
		Supplemental Tax Estimator Worksheet	13
		Property Tax Estimator Worksheet	14

Yes	No	Environmental Information	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Identified sites with known or potential environmental concerns	15
		Environmental Sites Map and details	16
		Databases Researched	18

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*Signatures Required

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AB38 NOTICE

If this property is located in either a High or Very High Fire Severity Zone according to this report, it is subject to AB38 Disclosure Requirements.

Precise disclosure of fire zones can be found on the Summary Page, and on either of the maps included in this report.

If the home referenced in this report was built before January 1, 2010, C.A.R., Form FHDS will need to be filled out by the seller.

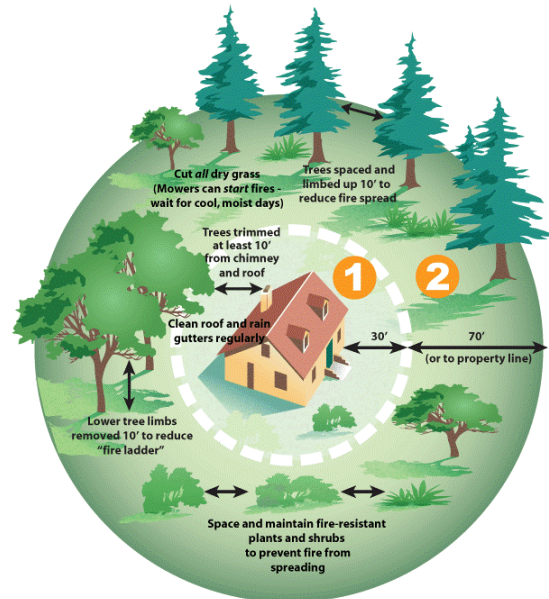
Additionally, the property may be subject to a Defensible Space Inspection.

To Request a Defensible Space Inspection, click the following link:

<https://survey123.arcgis.com/share/e659f03a6e8447af8663e42cf48f60fd>

Even if the Property is not in either of the fire zones specified in this report, if the Property is in or near a mountainous area, forest-covered lands, brush covered lands, grass-covered lands or land that is covered with flammable material, a Seller may choose to fill out C.A.R. Form FHDS because a buyer might consider the information material.

A seller may voluntarily make the disclosures in C.A.R. Form FHDS, even if not mandated by law.



For more Information on Defensible Space, please click this link:

<https://www.readyforwildfire.org/>

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STATUTORY NATURAL HAZARD DISCLOSURES

Disclosure Source reviews specific public records to determine whether the property is located in any of six statutorily defined natural hazard areas described below.

SPECIAL FLOOD HAZARD AREA

Pursuant to federal law, the Federal Emergency Management Agency (FEMA) is required to identify and designate areas that are subject to flooding as part of the National Flood Insurance Program. A "Special Flood Hazard Area" (any type Zone "A" or "V") as determined by FEMA is an area where all or a portion of the property has a 1% chance each year of being inundated by flood waters. If a property is located in a Special Flood Hazard Area, the cost and availability of flood insurance may be affected. Properties not located in a Special Flood Hazard Area are not relieved from the possibility of sustaining flood damage. A few areas are not covered by official Flood Insurance Rate Maps. If information is not available, Disclosure Source recommends that the buyer contact the local jurisdiction's planning and building department to determine the potential for flooding at the subject Property.

Source(s) of data: Title 42 United States Code Section 4101

Based on a review of the Flood Insurance Rate Map(s) issued by FEMA, the subject Property:

IS IS NOT located in a Special Flood Hazard Area Do not know and information not available

DAM INUNDATION / AREA OF POTENTIAL FLOODING

The State of California Office of Emergency Services is required to review, approve and maintain copies of the maps that have been prepared and submitted to them by local governmental organizations, utilities or other owners of any dam in the state. The maps delineate areas of potential inundation and flooding that could result from a sudden, partial or total dam failure. Dams in many parts of the world have failed during significant earthquakes, causing flooding of those areas in the pathway of the released water. The actual risk of dam failure is not defined by the map(s). Legislation also requires, appropriate public safety agencies of any city, county, or territory of which is located in such an area, to adopt/implement adequate emergency procedures for the evacuation and control of populated areas near/below such dams.

Source(s) of data: Government Code Section 8589.5.

Based on a review of the official map(s) available through the State of California, Office of Emergency Services, the subject Property:

IS IS NOT located in a Dam Inundation Zone Do not know and information not available

VERY HIGH FIRE HAZARD SEVERITY ZONE

The California Legislature has declared that space and structure defensibility is essential to diligent fire prevention. Further, the Director of Forestry and Fire Protection has identified Very High Fire Hazard Severity Zones in Local Responsibility Areas based on consistent statewide criteria, and based on the severity of fire hazard that is expected to prevail in those areas. Determining information includes, but is not limited to: Fuel loading, terrain (slope), fire weather conditions and other relevant factors.

Source(s) of data: California Government Code Section 51178 and 51179

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

IS IS NOT located in a VERY HIGH FIRE HAZARD SEVERITY ZONE

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WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS / STATE RESPONSIBILITY AREA

The California Department of Forestry and Fire Protection designates State Responsibility Areas (SRA) and bears the primary financial responsibility for the prevention and/or suppression of fires in these areas. A seller of real property located within a SRA must disclose the fact that there may be a forest fire risk and hazard on the property, and the fact that the property owner may be subject to the imposition of fire mitigation measures as set forth in Public Resources Code Section 4291. The State of California collects an annual "fire prevention fee" from these owners. The collected monies will go toward a fund that will finance fire prevention activities benefiting these owners. (Note As of July 1, 2017 the Fire Prevention Fee has been suspended through the year 2031). More information about this fee may be found at

<https://www.fire.ca.gov/grants/fire-prevention-grants/state-responsibility-area-fire-prevention-fee>.

Source(s) of data: California Public Resources Code Section 4125

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

IS IS NOT located in a State Responsibility Area

Even if the Property is not in either of the fire zones specified in this report, if the Property is in or near a mountainous area, forest-covered lands, brush covered lands, grass-covered lands or land that is covered with flammable material, a Seller may choose to fill out C.A.R. Form FHDS because a buyer might consider the information material.

ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE

Earthquake Fault Zone maps are delineated and compiled by the California State Geologist pursuant to the Alquist-Priolo Earthquake Fault Zoning Act. During an earthquake, structures located directly over fault zones (surface fault traces) could sustain damage as a result of a seismic event resulting from ground fault rupture (surface cracking). For the purposes of this report, an Earthquake Fault Zone is generally defined as an area approximately 1/4 mile in total width (1,320 feet) located along a known active earthquake fault. An "active" fault as defined by the State of California, Department of Conservation, Division of Mines and Geology is an earthquake fault that has produced ground surface displacement (ground surface rupture) within the last eleven thousand years.

Source(s) of data: California Public Resources Code Section 2622

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

IS IS NOT located in an Alquist-Priolo Fault Zone

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SEISMIC HAZARD ZONE

The intent of the Seismic Hazards Mapping Act of 1990 is to provide for a statewide seismic hazard mapping and technical advisory program to assist cities and counties in fulfilling their responsibilities for protecting the public health and safety from the effects of strong ground shaking, liquefaction (failure of water-saturated soil), landslides and other seismic hazards caused by earthquakes. Under this act, The California Department of Conservation is mandated to identify and map the state's most prominent earthquake hazards. Information produced by these maps is utilized (in part) by cities and counties to regulate future development. Development/Construction permits may be withheld until adequate geologic or soils investigations are conducted for specific sites, and mitigation measures are incorporated into development plans.

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking. Landslides zones are described as areas in which masses of rock, soil or debris have been displaced down slope by flowing, sliding or falling. The severity of a landslide depends on the underlying geology, slope and soil in the area.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a liquid-like condition of soil which sometimes occurs during strong earthquake shaking where the groundwater is shallow and soils are loose and granular (sands for example). These factors can combine to produce liquefaction in localized areas. When liquefaction occurs the soil temporarily becomes liquid-like and structures may settle unevenly. This condition can cause lateral spreading of level ground, and ground failure and sliding on slopes. Liquefaction can cause structural damage under certain geologic conditions. The type of sedimentary deposit, penetration resistance, and depth to ground water are the key factors that govern an area's susceptibility to liquefaction.

Source(s) of data: California Public Resources Code Section 2696

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

IS IS NOT located in a Landslide Hazard Zone Map not released by state

IS IS NOT located in a Liquefaction Hazard Zone Map not released by state

GOVERNMENTAL GUIDES: "HOMEOWNER'S [COMMERCIAL PROPERTY OWNER'S] GUIDE TO EARTHQUAKE SAFETY" PUBLISHED BY THE CALIFORNIA SEISMIC SAFETY COMMISSION CONTAINING IMPORTANT INFORMATION REGARDING EARTHQUAKE AND GEOLOGIC HAZARDS. THEY ARE AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS/QUAKE.ASPX](https://www.disclosuresource.com/downloads/quake.aspx)

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LOCAL/SUPPLEMENTAL NATURAL HAZARD DISCLOSURES

Disclosure Source has obtained maps that are both official and publicly available from city, county, and state sources which supplement the statutory natural hazard information. Disclosure Source has only reviewed maps that are available in a usable format and at an appropriate scale to delineate where hazards may exist on a single parcel basis. Disclosure Source recommends that the buyer contact the local building and planning departments to help ascertain what, if any, special requirements there might be for construction or renovation, and building code requirements for this property. The foregoing statement should be considered a part of the Disclaimers of this Disclosure Report and those Disclaimers apply to this Statement. Please refer to them for further information.

SUPPLEMENTAL FLOOD HAZARD ZONE

Supplemental flood zones include information in addition to, or different from, the areas mapped on Flood Insurance Rate Maps by the Federal Emergency Management Agency or Dam Inundation zones as reported by the California State Office of Emergency Services. These can include tsunamis, seiches (inland lake tsunamis), runoff hazards, historical flood data and additional dike failure hazards.

If a portion or all of the property is located within one of these hazard areas, the lending institution may require flood insurance. Disclosure Source recommends that the buyer: 1) contact the lending institution to ascertain any additional requirements for flood insurance, 2) contact the insurance company to ascertain the availability and cost of the flood insurance.

Based on the maps obtained, the subject Property:

IS IS NOT located in a supplemental Flood Hazard Zone Do not know OR information is not available

ADDITIONAL INFORMATION:
NONE

SUPPLEMENTAL FIRE HAZARD ZONE

Local agencies may, at their discretion, include or exclude certain areas from the requirements of California Government Code Section 51182 (imposition of fire prevention measures on property owners), following a finding supported by substantial evidence in the record that the requirements of Section 51182 either are, or are not adequate or necessary for effective fire protection within the area. Any additions to these maps that the company has been able to identify and substantiate are included in this search.

There may be maps of other substantial fire hazards such as brush fires that are not subject to Section 51182. Disclosure Source has included these maps in this search.

Fire hazard zones listed here, if any, are areas which contain the condition and type of topography, weather, vegetation and structure density to increase the susceptibility to fires. In these areas, the City or County may impose strategies to enforce fire mitigation measures, including fire or fuel breaks, brush clearance, and fuel load management measures. For example, emphasis on roof type and fire-resistant materials may be necessary for new construction or roof replacement. In addition, other fire defense improvements may be demanded, including special weed abatement, brush management, and minimum clearance around structures. In most cases, if a property is in a Fire Hazard Area, insurance rates may be affected.

Based on the maps obtained, the subject Property:

IS IS NOT located in a supplemental Fire Hazard Zone Do not know OR information is not available

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NONE

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SUPPLEMENTAL EARTHQUAKE FAULT HAZARD ZONE

Many local jurisdictions have different or higher standards than the State for the identification of earthquake faults. Those jurisdictions have created their own maps which indicate active or potentially active faults according to those standards.

Many cities and counties require geologic studies before any significant construction if a property is in or near an earthquake fault zone known to them and certain types of construction may be restricted in these areas. Disclosure Source has included official and publicly available maps indicating earthquake faults known by those jurisdictions. In some cases the company has used the description of an Earthquake Fault Zone established by the Alquist-Priolo Earthquake Fault Zone Act of approximately 1,320 feet wide to define a supplemental Fault Hazard Zone.

Based on the maps obtained, the subject Property:

IS IS NOT located in a supplemental Fault Hazard Zone Do not know OR information is not available

ADDITIONAL INFORMATION:
NONE

SUPPLEMENTAL SEISMIC/GEOLOGIC HAZARD ZONE

The California Division of Mines and Geology (DMG) has not completed the project assigned by Section 2696 of the California Public Resources Code to identify areas of potential seismic hazard within the State of California. The DMG and the US Geologic Survey (USGS) have performed many valuable studies that supplement the Section 2696 maps and fill in many missing areas. These maps are included in this search. Also included in this search are maps that indicate many hazards that may or may not be seismically related, including, but not limited to, liquefaction, landslides, debris flows, mudslides, coastal cliff instability, volcanic hazards and avalanches. A number of various geologic factors may influence the types of geologic hazards present: rainfall amounts, removal of vegetation, erosion, seismic activity, or even human activity. The severity of a geologic hazard depends on the underlying geology, slope, proximity to earthquake faults, and soil type in the area. Many cities and counties require geologic studies before any significant construction if a property is in or near a geologic hazard known to them and certain types of construction may be prohibited.

Based on the maps obtained, the subject Property:

IS IS NOT located in a supplemental Geologic Hazard Zone Do not know OR information is not available

ADDITIONAL INFORMATION:
NONE

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ADDITIONAL DISCLOSURES

AIRPORT INFLUENCE AREA

Section 1103.4 of the California Civil Code requires notice if a property is encompassed within an airport influence area. According to Section 11010 of the Business and Professions Code, an airport influence area is defined as "an area in which current or future airport related noise, overflight, safety or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses." Disclosure Source has utilized publicly available airport influence area maps from county Airport Land Use Commissions (ALUC). Airport influence area maps can be found within a county Airport Land Use Comprehensive Plan, available to the public through most county planning departments. Some airports have not published influence area maps and the property may still be subject to some of the annoyances or inconveniences associated with proximity to airport operations. Airports physically located outside California were not included in this report.

According to airport influence maps available, the subject Property:

IS IS NOT located in a mapped airport influence area.

If the subject property is located in an airport influence area, the following statement applies - NOTICE OF AIRPORT IN VICINITY This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

AIRPORT PROXIMITY

Aircraft landing facilities listed herein, if any, consists of those owned by the United States Federal Government (Military aviation), public and privately owned civil and commercial aviation facilities. Private landing facilities (restricted public access), glider ports, facilities that have not been assigned a current location identifier by the Federal Aviation Administration (FAA), and airports physically located outside California were not included in this report.

While a property may not be within a defined airport influence area or within several miles of an aircraft landing facility, it may still be exposed to the nuisances related to such uses. No finding or opinion is expressed or implied in this report regarding the take-off and landing patterns utilized by airports, the noise levels experienced at the subject property as a result thereof, or the impact of any planned or approved airport expansion projects or modifications.

Note: This information does not relieve the sellers' duty to disclose, in writing, their actual knowledge that the property is adjacent to, or zoned to allow an industrial use described in Section 731a of the Code of Civil Procedure, including airport uses, or that is affected by a nuisance created by such a use.

According to information available from the FAA the company reports the following aircraft landing facilities within two miles of the subject Property. The calculated distance can be dependent upon the size of the airport influence area, if any.

FAA ID#	FACILITY NAME	TYPE	DISTANCE
NONE			

For further information regarding any of the aircraft landing facilities identified in this report, please contact the following agency:

Western Pacific Region Airports Division, 15000 Aviation Blvd, #3012, Lawndale, CA 90261, (310) 725-3600

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RIGHT TO FARM

California Civil Code section 1103.4 requires notice if a property is presently located within one mile of a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" on the most current county-level GIS "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, and if so, accompanied by the following notice:

NOTICE OF RIGHT TO FARM This property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

According to the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection, the subject Property:

IS IS NOT located within one mile of a farm or ranch land.

MINING OPERATIONS

The California Department of Conservation, Office of Mine Reclamation, maintains a database of map coordinate data submitted annually by mine operators in the State. Section 1103.4 of the California Civil Code requires notice if a property is within one mile of a mine operation for which the mine owner or operator has reported map coordinate data to the Office of Mine Reclamation, pursuant to Section 2207 of the Public Resources Code. (Note: Not all mine operators have provided map coordinate data to the Office of Mine Reclamation)

According to the database maintained by the California Department of Conservation, Office of Mine Reclamation, the subject Property:

IS IS NOT located within one mile of a mine operation.

If the subject Property is within one mile of a mine, the following statement applies - NOTICE OF MINING OPERATIONS:

This property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code. Accordingly, the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction.

In addition to active mines, California's landscape contains tens of thousands of abandoned mine sites. Many of these mines were immediately abandoned when insufficient minerals were found or when poor economics of the commodity made mining unprofitable. It is estimated that the majority of abandoned mines possess serious physical safety hazards, such as open shafts or adits (mine tunnel), while many others pose environmental hazards. Thousands of sites have the potential to contaminate surface water, groundwater, or air quality. Some are such massive problems as to earn a spot on the Federal Superfund list.

Maps and information on abandoned mines are available at the California Department of Conservation, Office of Mine Reclamation https://www.conservation.ca.gov/dmr/abandoned_mine_lands. The State of California, Department of Conservation makes no warranty, express or implied, as to the accuracy of these data or the suitability of the data for any particular use. Distribution of these data is intended for informational purposes and should not be considered authoritative or relied upon for navigation, engineering, legal, or other site-specific uses, including but not limited to the obligations of sellers of real property and their disclosure obligations under California law.

Parties with concerns about the existence or impact of abandoned mines in the vicinity of the property should contact the State Office of Mine Reclamation at: <https://www.conservation.ca.gov/DMR> and/or the local Engineering, Planning or Building Departments in the county where the property is located.

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TAX INFORMATION

NOTICE OF SPECIAL TAX AND ASSESSMENT

TO THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY SHOWN ABOVE. THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR PURCHASING THIS PROPERTY. YOU SHOULD TAKE THESE TAXES AND ASSESSMENTS, IF ANY, AND THE BENEFITS FROM THE PUBLIC FACILITIES AND SERVICES FOR WHICH THEY PAY INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY. YOU MAY OBTAIN A COPY OF THE RESOLUTION OF FORMATION THAT AUTHORIZED CREATION OF THE COMMUNITY FACILITIES DISTRICT, AND THAT SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX AND ASSESSMENTS ARE APPORTIONED AMONG PROPERTIES IN THE ASSESSEMENT DISTRICT AND HOW THE PROCEEDS OF THE TAX WILL BE USED, BY CALLING THE CONTACT NAME AND NUMBER LISTED BELOW. THERE MAY BE A CHARGE FOR THIS DOCUMENT NOT TO EXCEED THE ESTIMATED REASONABLE COST OF PROVIDING THE DOCUMENT. YOU MAY TERMINATE THE CONTRACT TO PURCHASE OR DEPOSIT RECEIPT AFTER RECEIVING THIS NOTICE FROM THE OWNER OR AGENT SELLING THE PROPERTY. THE CONTRACT MAY BE TERMINATED WITHIN THREE DAYS IF THE NOTICE WAS RECEIVED IN PERSON OR WITHIN FIVE DAYS AFTER IT WAS DEPOSITED IN THE MAIL BY GIVING WRITTEN NOTICE OF THAT TERMINATION TO THE OWNER OR AGENT SELLING THE PROPERTY.

If Mello-Roos Community Facilities Special Tax Liens or Improvement Bond Act of 1915 Lien Assessments are not paid on time, the issuer has the right to initiate foreclosure proceedings on the property and it may be sold to satisfy the obligation. By statute, the special tax lien is made superior in priority to private liens such as mortgages and deeds of trust, even if the aforementioned preceded the creation of the assessment. Unlike property tax sales initiated by a County Tax Collector (which require a five year waiting period) special tax lien foreclosure may be initiated quickly if payments become delinquent. This can occur as soon as a few months after a property tax bill becomes delinquent.

The annual assessment installment against this property as shown on the tax bill for the 2021-2022 tax year is listed below. Assessment installments will be collected each year until the assessment bonds are repaid. The authorized facilities that are being paid for by the special taxes, and by the money received from the sale of bonds that are being repaid by the special taxes are summarized below. These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.

Mello-Roos Community Facilities Districts

Mello-Roos Community Facilities Districts ("CFD") provide a method of financing certain public capital facilities and services especially in developing areas and areas undergoing rehabilitation. Public improvements and services funded by Mello-Roos districts may include, but are not limited to police and fire protection services, roads, new school construction, backbone infrastructure improvements, new or expanded water and sewer systems, recreation program services and flood or storm protection services. When construction of facilities is involved, in most cases, the money required to provide initial funding for the improvements is obtained through the issuance of municipal bonds. A special tax lien is placed on each property within the district for the annual payment of principal and interest as well as administrative expenses. The annual special tax continues until the bond is paid, or until revenues are no longer needed. Mello-Roos tax amounts may vary (increase), or the term of the payments may be extended, especially if additional bonds are issued. These special taxes are usually collected with regular property tax installments.

If this property is subject to the Mello-Roos CFD(s) lien(s) listed below, it is subject to a special tax that will appear on your property tax bill that is in addition to the regular property taxes and any other charges and benefit assessments on the parcel. This special tax is not necessarily imposed on all parcels within the city or county where the property is located. If you fail to pay this tax when due each year, the property may be foreclosed upon and sold. The tax is used to provide public facilities and/or services that are likely to particularly benefit the property.

There is a maximum special tax that may be levied against this parcel each year to pay for public facilities. This amount may be subject to increase each year based on the special tax escalator listed below (if applicable). The annual tax charged in any given year may not exceed the maximum tax amount. However, the maximum tax may increase if the property use changes, or if the home or structure size is enlarged. The special tax will be levied each year until all of the authorized facilities are built and all special tax bonds are repaid. If additional bonds are issued, the estimated end date of the special tax may be extended.

THIS PROPERTY IS NOT CURRENTLY SUBJECT TO MELLO-ROOS COMMUNITY FACILITIES SPECIAL TAX LIEN(S).

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Improvement Bond Act of 1915 Assessments Districts

Improvement Bond Act of 1915 Assessments Districts provide a method of financing certain public capital improvements and infrastructures including, but not limited to, roads, sewer, water and storm drain systems, and street lighting. The money required to fund the improvement is obtained in advance through the issuance of municipal bonds pursuant to the Improvement Bond Act of 1915. A special assessment lien is placed on the property within the Assessment District. The lien amount is calculated according to the specific benefit that an individual property receives from the improvement(s) and is amortized over a period of years. Improvement Bond Act of 1915 Lien Assessments can be prepaid at any time. In most instances but not all, the assessment is placed on the secured tax roll and is collected with your annual county real property taxes.

If this property is subject to the Improvement Bond Act of 1915 Lien Assessment(s) listed below, the lien(s) will be repaid from annual assessment installments levied by the assessment district that will appear on the property tax bill, but which are in addition to the regular property taxes and any other charges and levies that will be listed on the property tax bills. Each assessment district has issued bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to property within that assessment district.

THIS PROPERTY IS NOT CURRENTLY SUBJECT TO IMPROVEMENT BOND ACT OF 1915 LIEN ASSESSMENT(S).

Property Assessed Clean Energy (PACE) Programs

California legislature enables local governments to help property owners finance the acquisition, installation, and improvement of energy efficiency, water conservation, wildfire safety improvements as defined in Section 5899.4 of the Streets and Highways Code, and renewable energy projects through PACE programs. Owners of residential and commercial properties within a PACE participating district can finance 100% of their project and pay it back over time as a property tax assessment through their property tax bill, which is delivered and collected by the County. The tax bill will have a line item titled with the name of the PACE program. Payments on the assessment contract will be made through an additional annual assessment on the property and paid either directly to the county tax collector's office as part of the total annual secured property tax bill, or through the property owner's mortgage impound account. If the property owner pays his or her taxes through an impound account he or she should notify their mortgage lender to discuss adjusting his or her monthly mortgage payment by the estimated monthly cost of the PACE assessment. Under the PACE programs, if the property is sold before the PACE financing is paid in full, the remaining payments may be passed on to the new property owner. However, a lender may require the property owner to pay off the remaining balance when the property is sold or refinanced. The remaining debt may affect the amount a new buyer can borrow when financing the property purchase. It is the responsibility of the property owner to contact the property owner's home insurance provider to determine whether the efficiency improvement to be financed by the PACE assessment is covered by the property owner's insurance plan. For more information on the PACE financing programs, go to: <https://pacenation.us/pace-programs/#California>

THIS PROPERTY IS NOT PARTICIPATING IN A PACE PROGRAM

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TAX SUMMARY

ANNUAL TAXES, LIENS, AND ASSESSMENTS CURRENTLY LEVIED AGAINST THE PROPERTY AND INCLUDED ON THE TAX BILL

Basic Property Taxes:

Agency / Contact	District / Benefit	Levy Amount
County of San Joaquin	Prop 13 Mandate	\$6567.34
County of San Joaquin (209) 468-2133	General	

Voter Approved Taxes:

Agency / Contact	District / Benefit	Levy Amount
San Joaquin Delta Community College District	2015 General Obligation Refunding Bonds, Election of 2004	\$57.80
San Joaquin Delta Community College District (209) 954-5151	School Facilities	
Tracy Unified School District	2014 General Obligation Refunding Bonds, Election of 2006	\$42.04
Tracy Unified School District (209) 830-3200	School Facilities	
Tracy Unified School District	2015 General Obligation Refunding Bonds, Election of 2006	\$38.74
Tracy Unified School District (209) 830-3200	School Facilities	
San Joaquin Delta Community College District	General Obligation Bonds, Election of 2004, Series D	\$18.38
San Joaquin Delta Community College District (209) 954-5151	School Facilities	
San Joaquin Delta Community College District	2021 General Obligation Refunding Bonds, Election of 2004	\$18.38
San Joaquin Delta Community College District (209) 954-5151	School Facilities	
San Joaquin Delta Community College District	2020 General Obligation Refunding Bonds, Election of 2004	\$12.48
San Joaquin Delta Community College District (209) 954-5151	School Facilities	
Tracy Unified School District	2020 General Obligation Refunding Bonds, Election of 2006	\$9.20
Tracy Unified School District (209) 830-3200	School Facilities	
Banta Elementary School District	General Obligation Bonds, Election of 2002	\$2.62
Banta Elementary School District (209) 835-0171	School Facilities	

Mello-Roos Community Facilities Special Tax Lien(s):

NONE

Improvement Bond Act of 1915 Lien Assessment(s):

NONE

Other Direct Assessments:

Agency / Contact	District / Benefit	Levy Amount
Tracy Rural Fire District	Fire Suppression Assessment	\$250.00
Tracy Rural Fire District (209) 831-6700	Fire	
County of San Joaquin	Mosquito & Vector Control Benefit Assessment District	\$13.26
County of San Joaquin (209) 468-2133	Mosquito & Vector	
County of San Joaquin	Mosquito Abatement District	\$8.34
County of San Joaquin (209) 468-2133	Mosquito Abatement	
County of San Joaquin	Ground Water Investigation Zone 2	\$6.84
County of San Joaquin (209) 468-2133	Water	
South Delta Water Agency	Water Assessment	\$4.94
South Delta Water Agency (916) 653-2118	Water	

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PROPERTY TAX DESCRIPTIONS

Basic Property Taxes

The Basic Levy is the primary property tax charge levied by the County on behalf of government agencies. As a result of the passage of Proposition 13 in 1978 (Article XIII A of the California State Constitution), the basic levy is limited to one percent (1%) of the property's net assessed value. Proceeds from this tax are divided by the County and used to help fund nearly every function the state, county, city and other local municipal agencies provide. All other charges that appear on the tax bill vary by district and county.

Voter Approved Taxes

Voter Approved Debt are taxes levied on a parcel that is calculated based on the assessed value of the parcel. Taxes may include those taxes that were approved by voters before the passage of Proposition 13 in 1978, General Obligation Bonds or Special Taxes that are based on assessed value as opposed to some other method. Taxes that were established before 1978 may be used for various services and improvements and may or may not be associated with public indebtedness (the issuance of municipal bonds). A General Obligation Bond is a municipal bond that may be issued by a city, county or school district in order to finance the acquisition and construction of public capital facilities and real property. Equipment purchases and the cost of operation and maintenance cannot be financed with a General Obligation Bond. Special Taxes are created pursuant to various California Code Sections and require 2/3 majority approval of the qualified voters for approval. A special tax may be formed by a local government (a city, county, special district, etc) in order to finance specific facilities and/or services and cannot be used for general purposes.

Other Direct Assessments

In addition to the items discussed in the previous sections, real property may be subject to Other Direct Assessments. These assessments may appear on the annual property tax bill. Increases or modifications to these assessments are subject to public notice/hearing requirements (as governed by law) and require a vote by the legal property owners or the registered voters in the area. Additional information is available by contacting the agency actually levying the assessment.

Future Taxes

There may be possible future taxes not listed in this report. Future taxes are Bond Initiatives and Levies which have been approved by qualified voters in an authorized election, but have not yet been levied on the tax bills. Due to the fact that they have not yet appeared on any tax bills, these taxes are not shown on this report.

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SUPPLEMENTAL TAX ESTIMATOR

This worksheet is provided for you as a convenience to allow you to **estimate** the potential supplemental property tax amount on a given property and whether you will receive one or two Supplemental Tax Bills. Depending on the date your escrow closes you will receive either one or two Supplemental Tax Bills which are in addition to your regular annual secured property taxes and must be paid separately. **Supplemental Tax Bills are not paid in escrow and are not impounded by your mortgage lender.** This worksheet is an estimate and is for your planning purposes only. This Supplemental Tax amount estimate is based on the 2021-2022 secured roll valuation and does not take into account other transactions that may have occurred and will impact the future assessed value.

Adobe Reader is suggested for interactive features

Supplemental Tax Estimator		
	Input the Purchase Price of the Property	
-	Current Assessed Value	\$ 656,734.00
=	Taxable Supplemental Assessed Value	
X	Tax Rate	1.03%
=	Estimated Full-Year Supplemental Tax Amount	

Jan - May Close of Escrow - Complete This Section		
	Computation Factor for Month of Close (See Table Below)	
X	Estimated Full-Year Supplemental Tax Amount (Computed Above)	
=	Supplemental Tax Bill #1 Amount	
+	Supplemental Tax Bill #2 Amount = Estimated Full-Year Supplemental Tax Amount	
=	Estimated Supplemental Tax Amount	

Jun - Dec Close of Escrow - Complete This Section		
	Computation Factor for Month of Close (See Table Below)	
X	Estimated Full-Year Supplemental Tax Amount (Computed Above)	
=	Supplemental Tax Bill Amount	

Computation Factors			
Month	Factor	Month	Factor
January	0.4167	July	0.9167
February	0.3333	August	0.8333
March	0.2500	September	0.7500
April	0.1667	October	0.6667
May	0.0833	November	0.5833
June	1.0000	December	0.5000

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PROPERTY TAX ESTIMATOR

The total tax charges listed on the previous pages provide an accurate portrayal of what the property tax charges were for the 2021-2022 tax year at the current assessed value. California law requires the Assessor re -calculate or re-assess the value of real property when it is sold, subdivided or upon the completion of new construction. In coming years, the Ad Valorem (or value based) property tax charges will be assessed based on this new assessed value. It is possible to calculate an **estimate** of what those charges will be using the property tax estimator provided below:

Adobe Reader is suggested for interactive features

Property Tax Estimator		
	Purchase Price of Property	
X	Ad Valorem Tax Rate	1.03%
=	Ad Valorem Tax Amount	
+	Total Direct Assessments	\$ 283.38
=	Total Estimated Taxes	

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ENVIRONMENTAL INFORMATION










IDENTIFIED SITES WITH KNOWN OR POTENTIAL ENVIRONMENTAL CONCERNS

The "Environmental Sites Summary" is divided into three categories: A, B, and C.

Category A: Sites listed with known environmental concerns/contamination. The locations of these sites are researched within a one (1) mile radius of the subject property.

Category B: Sites possessing the potential to release hazardous substances into the environment. These facilities are permitted to generate, treat, store, or dispose of hazardous substances. Locations of these sites are researched within a one-half (1/2) mile radius of the subject property.

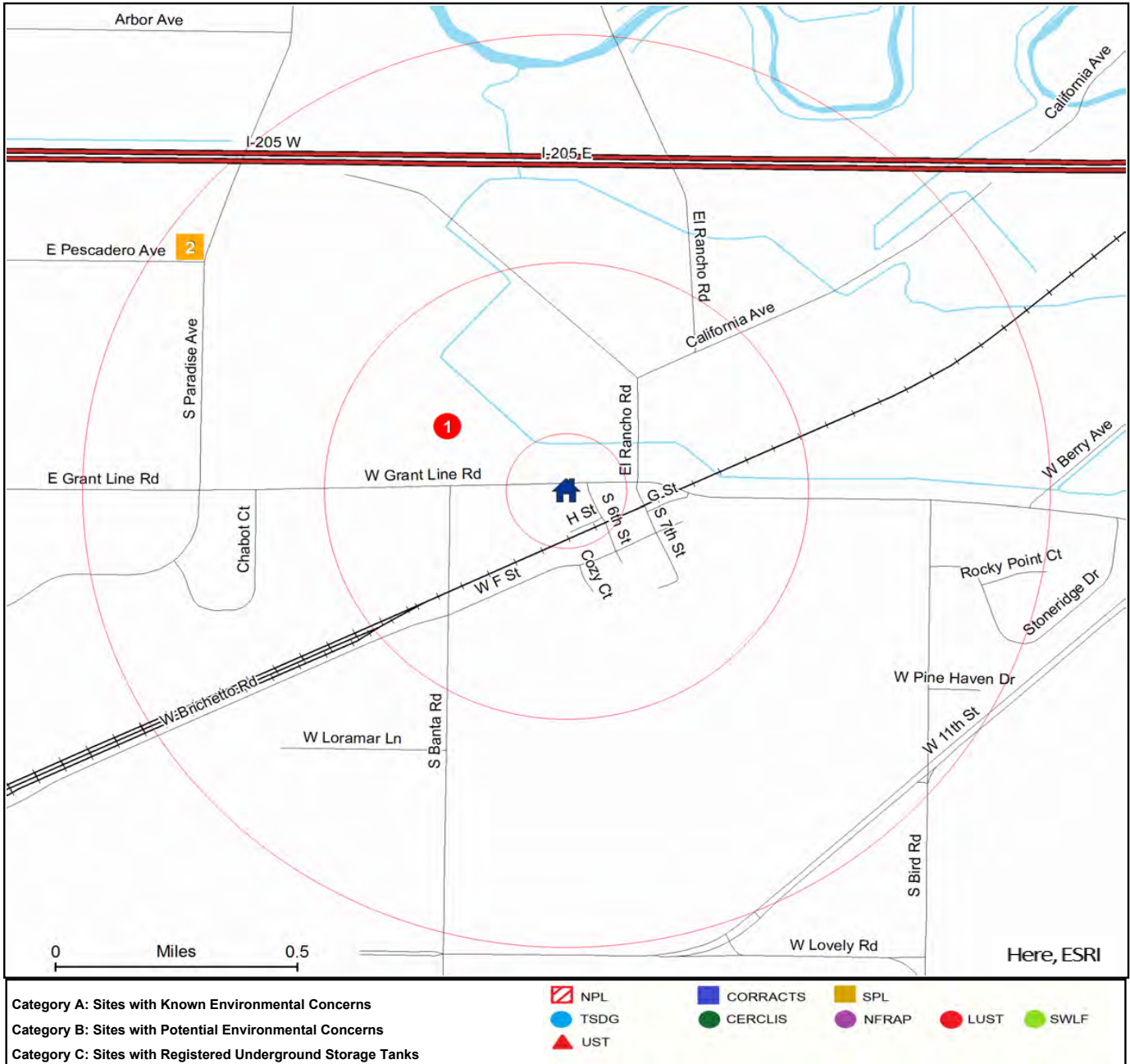
Category C: Sites that have Underground Storage Tanks (UST) registered with the appropriate agencies. The locations of these sites are researched within one-eighth (1/8) mile radius of the subject property.

ENVIRONMENTAL SITES SUMMARY	Up to 1/8 Mile	1/8 to 1/2 Mile	1/2 to 1 Mile
CATEGORY A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS			
 U.S. EPA National Priority / Superfund List (NPL)	0	0	0
 Hazardous Waste Sites with Corrective Action (CORRACTS)	0	0	0
 State Priority List (SPL)	0	0	1
CATEGORY B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS			
 Treatment, Storage, Disposal and Generators (TSDG)	0	0	
 Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)	0	0	
 No Further Remedial Action Planned (NFRAP)	0	0	
 Leaking Underground Storage Tanks (LUST)	0	1	
 Solid Waste Landfills, Tire Disposal Centers, or Transfer Stations (SWLF)	0	0	
CATEGORY C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS			
 Registered Underground Storage tank(s) (UST)	0		

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Environmental Sites



This map is for your aid in locating environmental hazard sites in relation to the subject property described above. Please verify street address and /or assessors' parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (expressed or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.

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Category A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

NATIONAL PRIORITY LIST / SUPERFUND SITES (NPL)

NONE

HAZARDOUS WASTE SITES WITH CORRECTIVE ACTION (CORRACTS)

NONE

STATE PRIORITY LIST SITES (SPL)

Record ID#	2	Distance/Direction:	0.94 miles NW
Site Name:	HALEY FLYING SERVICE		
Address:	21000 S PARADISE RD TRACY, CA 95304		
Status:	INACTIVE - NEEDS EVALUATION		

Category B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

TREATMENT, STORAGE, DISPOSAL AND GENERATORS SITES (TSDG)

NONE

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY INFORMATION SYSTEM SITES (CERCLIS)

NONE

NO FURTHER REMEDIAL ACTION PLANNED SITES (NFRAP)

NONE

LEAKING UNDERGROUND STORAGE TANK SITES (LUST)

Record ID#	1	Distance/Direction:	0.28 miles NW
Site Name:	SUVIK FARMS - GL		
Address:	PO BOX 185 WESTLEY, CA 95387		
Status:	ACTIVE - AGLAND		

SOLID WASTE LANDFILLS, TIRE DISPOSAL CENTERS, OR TRANSFER STATIONS SITES (SWLF)

NONE

Category C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS

Refer to the pages following the site records for contact information.

REGISTERED UNDERGROUND STORAGE TANKS SITES (UST)

NONE

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EXPLANATION OF DATABASES RESEARCHED

The Explanation of Databases Researched identifies and provides details on the information sources used to create the report. It also defines the acronyms and certain environmental terminology used throughout the report.

Due to the limitations, constraints, inaccuracies and incompleteness of government information and computer mapping data currently available to Disclosure Source, certain conventions have been utilized in preparing the locations of all federal, state, and local agency sites. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.

Category A: Sites With Known Environmental Concerns

U.S. EPA National Priority/Superfund List (NPL)

The U.S. Environmental Protection Agency (EPA) maintains a list of sites that fall under the Superfund program. The Superfund program was designed to provide federal resources to assist in facilitating remediation of the United States most environmentally impacted sites (based on the severity of the substance problem identified). Any site identified in this database will require remedial action or a final investigation prior to being removed from the National Priority List.

Specific questions regarding these sites should be directed to the U.S. EPA. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105. (866) 372-9378. To see detailed information on specific sites go to: <https://www.epa.gov/superfund/search-superfund-sites-where-you-live>.

Hazardous Waste Sites with Corrective Action (CORRACTS)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. CORRACTS Sites on this list are facilities that have reported violations and are subject to corrective actions.

For further information contact The United States Environmental Protection Agency. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105, (866) 372-9378 or visit: <https://enviro.epa.gov/facts/rcrainfo/search.html>.

State Priority List (SPL)

The California Department of Toxic Substances Control's (DTSC's) database EnviroStor, is an online search tool for identifying sites that are known to be contaminated with hazardous substances as well as sites where further studies may reveal problems. EnviroStor is used primarily by DTSC's staff as an informational tool to evaluate and track activities at sites that may have been affected by the release of hazardous substances. For the purpose of this section Disclosure Source includes sites listed in the Cleanup Sites program of EnviroStor.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <https://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True>.

Category B: Sites With Potential Environmental Concerns

Treatment, Storage, Disposal, Generators (TSDG)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. These sites are facilities that treat, store, dispose of or generate hazardous materials.

Specific questions regarding a particular site should be addressed to: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378 or visit: <https://echo.epa.gov/facilities/facility-search>.

Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)

The Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. Disclosure Source gathers data from the EPA's Superfund Enterprise Management System (SEMS).

For further information on sites found within this database, please contact: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, or the Superfund Information Center at (800) 424-9346 or visit: <https://cumulis.epa.gov/supercpad/CurSites/srchsites.cfm>.

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No Further Remedial Action Planned (NFRAP)

CERCLIS sites that to the best of EPA's knowledge, assessment has been completed and it has been determined that no further steps will be taken to list these sites on the National Priorities List (NPL). This decision does not necessarily mean that there are no hazards associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Additional information is available from: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378. Archived site status reports can be downloaded at <https://www.epa.gov/superfund/list-8r-archived-site-inventory>.

Leaking Underground Storage Tank (LUST)

The State Water Resources Control Board maintains a database of sites with leaking underground storage tanks. Leaking underground storage tanks are a major source of soil and ground water contamination. It is noteworthy to impart the fact that leaking tank information is rarely removed from the State Water Resources Control Board's Underground Storage Tank database.

For further information concerning leaking tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 I Street, Sacramento, CA 95814, (916) 341-5851 or visit: <https://geotracker.waterboards.ca.gov/search.asp>.

Solid Waste Land Fills, Tire Disposal Centers, or Transfer Stations (SWLF)

Sites classified as Solid Waste Landfills include: landfills (both active and inactive), incinerators, transfer stations, recycling centers, and other facilities where solid waste is treated or stored. The California Integrated Waste Management Board maintains a database on solid waste facilities, operations, and disposal sites throughout the state of California referred to as the Solid Waste Information System (SWIS).

For further information pertaining to Solid Waste Landfills, contact: The State of California, Integrated Waste Management Board, 8800 Cal Center Drive, Sacramento, California 95826, (916) 341-6000 or visit: <https://www2.calrecycle.ca.gov/Search/> or <https://geotracker.waterboards.ca.gov/search.asp>.

Disclosure Source also includes sites listed in the Hazardous Waste Facilities program of DTSC's EnviroStor database.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <https://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True>.

Category C: Sites With Registered Underground Storage Tanks

Registered Underground Storage Tanks (UST)

The State Water Resources Control Board maintains a database of sites with registered underground storage tanks.

For further information concerning underground storage tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 I Street, Sacramento, CA 95814, (916) 341-5851 or visit: <https://geotracker.waterboards.ca.gov/search.asp>.

Potential Status Field Definitions:

Abandoned: A site that has ceased accepting waste but is not closed pursuant to applicable statutes, regulations and local ordinances in effect at that time, and where there is no responsible party as determined by the local enforcement agency and board.

Absorbed: An operational status used only when existing facilities (permitted facilities) are being combined into a single.

Active: Identifies that an investigation and/or remediation is currently in progress and that DTSC is actively involved, either in a lead or support capacity. Or a facility/operation currently accepting, handling, processing, or disposing waste.

ACW (Asbestos Containing Waste) Disposal Site: A solid waste landfill that accepts asbestos containing waste.

Backlog: Identifies non-active sites which DTSC is not currently investigating or remediating. These sites generally become active when staff and/or financial resources are available. Priorities for placing a site on backlog status versus active are based on the degree of long-term threat posed by the property. Before placing a property on backlog status, DTSC considers whether interim actions are necessary to protect the public and the environment from any immediate hazard posed by the property. Often there are no parties available to fund the full cleanup of these properties.

Border Zone/Haz Waste Property (BZP/HWP): Identifies properties that went through the Border Zone Property or Hazardous Waste Property process of evaluation. Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste; Hazardous Waste Property facilities/sites have a significant disposal of hazardous waste.

Case Closed: The Regional Board and the Local Agency have determined that no further work is necessary at the site.

Certified: Identifies completed sites with previously confirmed release that are subsequently certified by DTSC as having been remediated satisfactorily under DTSC oversight.

Certified Operation & Maintenance: Identifies sites that have certified cleanups in place but require ongoing Operation and Maintenance (O&M) activities. The Certified O&M status designation means that all planned activities necessary to address the contamination problems have been implemented. However, some of these remedial activities (such as pumping and treating contaminated groundwater) must be continued for many years before complete cleanup will be achieved. Prior to the Certified O&M designation, all institutional controls (e.g., land use restrictions) that are necessary to protect public health must be in place.

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Clean closed: A solid waste disposal site that has documentation of the removal of solid waste on file with the Board. When a site is clean closed, the site is considered to cease to exist as a solid waste disposal site, but records are kept to document the status of the site.

Closed: A solid waste facility, site or operation that has ceased accepting, handling, or disposing of waste (and is not inactive) and/or has documentation that closure was conducted in accordance with applicable statutes, regulations, and local ordinances in effect at the time.

Closing: A site that has ceased accepting waste and is undergoing closure consistent with an approved final closure plan. Closing applies to landfills or disposal sites undergoing closure operations pursuant to closure plan development and implementation up to certification of closure.

Completed - Case Closed: A closure letter or other formal closure decision document has been issued for the site.

Completed - Case Closed/No Monitoring: A land disposal site that ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The land disposal site was monitored for at least thirty years and Water Board staff has determined that wastes no longer pose a threat to water quality.

Excluded: A waste tire site that does not meet the definition of a major or minor waste tire facility.

Deleted: Deleted from the Final NPL.

Final: Currently on the Final NPL.

Hazardous Waste Border Zone Property (HWP/BZP): Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste, and hazardous waste property sites having significant disposal of hazardous waste.

Hazardous Waste Disposal Land Use (NOT BZP/HWP): Identifies facilities/sites that went through the Hazardous Waste or Border Zone Property process and entered into voluntary deed restrictions, but were not formally designated as either a "Border Zone" or "Hazardous Waste Property".

Inactive - Action Required: Identifies non-active sites where, through a Preliminary Endangerment Assessment (PEA) or other evaluation, DTSC has determined that a removal or remedial action or further extensive investigation is required.

Inactive - Needs Evaluation: Identifies non-active sites where DTSC has determined a PEA or other evaluation is required.

No Action Required: Identifies sites where a Phase I Environmental Assessment was completed and resulted in a no action required determination.

No Further Action: Identifies completed sites where DTSC determined after investigation, generally a PEA (an initial assessment), that the property does not pose a problem to public health or the environment.

Non-Operating: A Treatment, Storage, Disposal or Transfer Facility (TSDF) with no operating hazardous waste management unit(s).

Non-Operating Permit: A facility that has received a hazardous waste facility permit but, has no hazardous waste management operating unit (s). This could be a post-closure permit.

Not Currently Regulated: Never regulated by the Board or no longer subject to the Board's regulation. In the case of waste tire locations below 500 tires or tire facilities that have reduced the tire count to under 500.

Not Proposed: Not on the NPL.

Not Reported: The status was not reported by the Lead Agency.

Open - Assessment & Interim Remedial Action: An "interim" remedial action is occurring at the site AND additional activities such as site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring.

Open - Eligible for Closure: Corrective action at the Site has been determined to be completed and any remaining petroleum constituents from the release are considered to be low threat to Human Health, Safety, and the Environment.

Open - Inactive: No regulatory oversight activities are being conducted by the Lead Agency.

Open - Remediation: An approved remedy or remedies has/have been selected for the impacted media at the site and the responsible party (RP) is implementing one or more remedy under an approved cleanup plan for the site.

Open - Closed/with Monitoring: A land disposal site that has ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure.

Open - Closing/with Monitoring: A land disposal site that is no longer accepting waste and is undergoing all operations necessary to prepare the site for post-closure maintenances in accordance with an approved plan for closure.

Open - Inactive: A land disposal site that has ceased accepting waste but has not been formally closed or is still within the post closure monitoring period.

Open - Operating: A land disposal site that is accepting waste.

Open - Proposed: A land disposal site that is in the process of undergoing the permit process from several agencies.

Open - Site Assessment: Site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring at the site. Examples of site assessment activities include, but are not limited to, the following: 1) identification of the contaminants and the investigation of their potential impacts; 2) determination of the threats/impacts to water quality; 3) evaluation of the risk to humans and ecology; 4) delineation of the nature and extent of contamination; 5) delineation of the contaminant plume(s); and 6) development of the Site Conceptual Model.

Open - Verification Monitoring: Remediation phases are essentially complete and a monitoring/sampling program is occurring to confirm successful completion of cleanup at the Site. (e.g. No "active" remediation is considered necessary or no additional "active" remediation is anticipated as needed. Active remediation system(s) has/have been shut-off and the potential for a rebound in contaminant concentrations is under evaluation).

Operating: A Treatment, Storage, Disposal or Transfer (TSDF) Facility with an operating hazardous waste management unit(s).

Part of NPL: Site is Part of a NPL Site.

Permitted: Indicates that a facility or site held a solid waste facility permit.

Planned: A facility in the planning stages. It may be awaiting a permit and not yet accepting waste or it may be permitted but not yet constructed or accepting waste.

Pollution Characterization: The responsible party is in the process of installing additional monitoring wells and/or borings in order to fully define the lateral and vertical extent of contamination in soil and ground water and assess the hydrogeology of the area. This phase of work may also include performing aquifer tests, soil gas surveys, continued ground water gradient determinations and monitoring, and assessing impacts on surface and/or ground water.

Post Remedial Action Monitoring: Periodic ground water or other monitoring at the site, as necessary, in order to verify and/or evaluate the effectiveness of remedial action.

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Pre-Title 27 CAI - Open/With Monitoring: A waste management unit that was closed, abandoned or inactive prior to November 27, 1984 (Pre-Title 27) and has monitoring data indicating the unit has the potential to adversely affect water quality. The site has been reopened (post-1984) and is under a detection monitoring program or implementing a corrective action program.

Pre-Title 27 CAI - Closed/With Monitoring: A waste management unit that was abandoned or inactive prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed. The site has the potential to adversely affect water quality and is implementing a detection monitoring program.

Pre-Title 27 CAI - Closed/No Monitoring: A waste management unit that was abandoned or inactive (CAI) prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed and is not implementing a monitoring program. The unit has the potential to adversely affect water quality.

Pre-Title 27 CAI - Completed - Case Closed/No Monitoring: A waste management unit that was formally and completely closed prior to November 27, 1984 (Pre-Title 27) in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The unit does not pose a threat to water quality.

Preliminary Endangerment Assessment: An assessment of information about a site and its surrounding area. A Preliminary Assessment is designed to determine whether a site poses little or no threat to human health and the environment or if it does pose a threat, whether the threat requires further investigation. Generally includes historical review of documents and may include limited sampling of a site.

Preliminary Site Assessment Underway: Implementation of a work plan addressing the Preliminary Site Assessment Work Plan.

Preliminary Site Assessment Work Plan Submitted: A work plan/proposal has been requested of, or submitted by, the responsible party in order to determine whether groundwater has been, or will be, impacted as a result of a release from any underground tanks or associated piping. This phase of work usually includes plans for the installation and sampling of monitoring wells, soil boring sampling, additional soil excavation, and disposal or treatment of contaminated soil.

Proposed: Proposed for NPL, or a facility or operation that is in the planning and development phase and is not yet operational.

Referred: 1248 Local Agency: Identifies sites that were referred to a local agency (through the SB 1248 determination process) to supervise the cleanup of a simple waste release.

Referred: EPA: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the United States Environmental Protection Agency (U.S. EPA).

Referred: IWMB: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Integrated Waste Management Board (IWMB).

Referred: Other Agency: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by another state or local environmental regulatory agency.

Referred: RCRA: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by DTSC's Hazardous Waste Management Program and are identified as Resource Conservation and Recovery Act (RCRA).

Referred: RWQCB: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Regional Water Quality Control Boards (RWQCBs).

Remedial Action: Implementation of corrective action plan.

Remediation Plan: A remediation plan has been submitted evaluating long term remediation options (or corrective actions). A proposal and implementation schedule for an appropriate remediation option has also been submitted. This phase of work may also include preparing and submitting the necessary information for any permits needed prior to implementation of the plan.

Removed: Removed from Proposed NPL

Reopen Previously Closed Case: Previously closed cases may be re-opened by the Lead Agency because of new information, a change in site conditions, or other factors such as negative test results during post remedial action monitoring.

Revoked: Permit has been taken back (nullified) by the enforcement agency.

Surrendered: The voluntary relinquishment of a permit by the operator to the enforcement agency.

Suspended: Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

To Be Determined: There is presently not enough information to determine a Regulatory Status or Operational Status. This information may be gathered as part of the Site Investigation Process (SIP) which includes completion of the Site Identification form and Site Assessment form or further investigation by the enforcement agency. Additionally, the operational or regulatory status may be pending permit action, enforcement action, or ongoing investigation.

Unknown - Insufficient Information.

Unpermitted: Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

Voluntary Cleanup: Identifies sites with either confirmed or unconfirmed releases, and the project proponents have requested that DTSC oversee evaluation, investigation, and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

Un-Locatable Sites

For reporting purposes, these potential hazard sites from any of the three categories are missing certain pieces of relevant data, such as: street addresses, zip codes, city, or county information. This may be the result of limited governmental records or data. While the site may in fact exist, the absence of accurate (or missing) information may create the inability to delineate the property's radial distance in relation to the subject property on a map. If seller or seller's agent has actual knowledge of site(s) with possible contamination or other sensitive environmental impacts not listed in this report, written notification should be provided to the buyer and buyer's agent.

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NOTICES AND ADVISORIES

TRANSFER FEE NOTICE

This is commonly known as a "Private Transfer Tax". It is a fee imposed by a private entity such as a property developer, home builder, or home owner association, when a property within a certain type of subdivision is sold or transferred. A private transfer fee may also be imposed by an individual property owner. Private transfer fees are different from city or county Documentary Transfer Taxes. Private Transfer Fees may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the property.

California Civil Code Section 1098 defines a "Transfer Fee" as "any fee payment requirement imposed within a covenant, restriction, or condition contained in any deed, contract, security instrument, or other document affecting the transfer or sale of, or any interest in, real property that requires a fee be paid as a result of transfer of the real property." Certain existing fees such as government fees, court ordered fees, mechanic lien fees, common interest development fees, etc. are specially excluded from the definition of "Transfer Fee".

To determine if the property is subject to a Transfer Fee, OBTAIN COPIES OF ALL EXCEPTIONS LISTED ON THE PRELIMINARY TITLE REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE. Please be aware that private transfer fees may be difficult to identify by simply reading the title report.

Effective January 1, 2008, Civil Code Section 1102.6e requires the seller to notify the buyer of whether a private transfer fee applies and if present, to disclose certain specific information about the fee.

Content of Disclosure. Civil Code Section 1102.6e requires the seller to disclose specific information about any Transfer Fee that may affect the property. Please refer to the legal code or to the C.A.R. Form NTF (11/07), provided by the California Association of Realtors, for a standard format to use in making the Transfer Fee Disclosure if you elect to investigate and make this disclosure personally.

How to Determine the Existence of a Transfer Fee. If a Transfer Fee does exist affecting the property, the document creating the fee may be on file with the County Recorder as a notice recorded against the property and should be disclosed in the preliminary title report on the property. However, the preliminary title report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a transfer fee is included in its terms. Accordingly seller should (a) request the title company which issued the preliminary title report to provide copies of the documents shown as "exceptions" and (b) review each document to determine if it contains a transfer fee.

NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL

California Civil Code 1102.6c, states that the seller, or his or her agent, is responsible for delivering a notice specifying information about supplemental tax assessments:

"California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes. The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the tax collector. If you have any question concerning this matter, please call your local tax collector's office."

TOXIC MOLD NOTICE (PURSUANT TO THE "TOXIC MOLD PROTECTION ACT OF 2001")

The seller, or lessor of residential, commercial or industrial property; or a public entity that owns, leases, or operates a building should provide a written disclosure to prospective purchasers, prospective tenants, renters, or occupants if the seller, lessor or public entity has knowledge of mold conditions or in specified instances has reasonable cause to believe, that mold (visible or hidden) that exceeds permissible exposure limits is present that affects the unit or building. The State Department of Health Services is designated as the lead agency for identifying, adopting, and determining permissible exposure limits to mold in indoor environments, mold identification and remediation efforts.

PUBLICATIONS PROVIDING INFORMATION ON TOXIC MOLD AVAILABLE ON THE INTERNET:

- Mold in My Home: What Do I Do?
- Stachybotrys Chartarum (atra) - A mold that may be found in water-damaged homes
- Fungi - and Indoor Air Quality
- Health Effects of Toxin-Producing Molds In California
- Mold Remediation in Schools and Commercial Buildings
- Biological Pollutants in Your Home

<https://www.cdph.ca.gov/Programs/CCDC/DEOD/CEID/EAQ/Pages/Mold.aspx>; <https://www.epa.gov/mold/>

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GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE

The following notice is provided to the buyer(s) of real property regarding information about the general location of gas and hazardous liquid transmission pipelines.

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <https://pvnpm.phmsa.dot.gov/PublicViewer/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

Gas and hazardous liquid pipelines of any size pose a potential risk to life, property and the environment if damaged or punctured. In addition, precise locations of larger gas transmission pipelines are restricted by Federal Homeland Security policies. Additional information relating to other types and sizes of pipelines and other underground utility infrastructures may be available from local pipeline operators such as:

PG&E: <https://www.pge.com/pipelineplanning/>, San Diego Gas & Electric: <https://sdge.com/safety/gas-safety/natural-gas-safety-map>, Sacramento Municipal Utilities District: <https://www.smud.org/en/In-Our-Community/Safety-Tips/Equipment-and-lines>, Southern California Gas: <https://www.socalgas.com/stay-safe/pipeline-and-storage-safety/natural-gas-pipeline-map>. You may want to contact your local utility provider if they are not listed above.

You should also review your Preliminary Title Report for pipelines right-of-way (easements) and further investigate information about pipelines by contacting the owner or operator responsible for the pipelines, consider what factors, if any, are associated with the property's proximity to pipelines, and determine whether the information you receive is acceptable before you purchase. No excavation work should be done before contacting the One-Call Center (811).

FLOOD INSURANCE NOTICE

Floods can have a devastating effect on communities, causing loss of life, property damage, and loss of income, and can have an adverse effect on government functioning. As such, the federal government has designed measures that are intended to aid disaster assistance by encouraging insurance coverage for those properties in flood disaster areas.

In addition to the flood disclosure in the State Natural Hazard Disclosures, Federal law {U.S. Code Title 42, Chapter 68, subchapter III, § 5154a(b)(1)} requires a seller, no later than the date on which a property is to be transferred, to notify a buyer of the requirement to purchase and maintain flood insurance, if disaster relief assistance (including a loan assistance payment) has been previously provided on that property and such assistance was conditioned on obtaining flood insurance according to Federal law. If a buyer fails to obtain and maintain flood insurance on a property disclosed to have been in a previous federal disaster area and that received disaster relief assistance, then no Federal disaster relief assistance will be made available should that property subsequently be in a flood disaster area. If a seller fails to notify a buyer of the requirement to purchase and maintain flood insurance because of said property's inclusion in a Federal disaster area and Federal disaster relief assistance was received for that property, and the buyer does not obtain and maintain flood insurance, then should that property be damaged by a flood disaster and receive Federal disaster relief assistance, the seller will be required to reimburse the Federal Government for the amount of that assistance for that property.

State law (SBX17, Chaptered October 10, 1995) also prohibits "state disaster assistance from being provided to a person required to maintain flood insurance by state or federal law, who has canceled or failed to maintain that coverage."

The information contained here is not intended to indicate whether a property has been in a Federal disaster area and has received Federal disaster relief assistance, but merely to indicate an additional flood insurance disclosure requirement related to future disaster relief assistance availability.

WATER-CONSERVING PLUMBING FIXTURE NOTICE

The seller of single-family residential real property built on or before January 1, 1994 shall disclose, in writing, to the prospective buyer that Section 1101.4 of the Civil Code requires that California single-family residences be equipped with water-conserving plumbing fixtures on or before January 1, 2017, and whether the property includes any noncompliant plumbing fixtures as defined in subdivision(c) of Section 1101.3.

Further, on and after January 1, 2019, a seller of multifamily residential real property or of commercial real property built on or before January 1, 1994 shall disclose to the prospective buyer, in writing, that all noncompliant plumbing fixtures in any multifamily residential real property and in any commercial real property shall be replaced with water-conserving plumbing fixtures on or before January 1, 2019, and whether the property includes any noncompliant plumbing fixtures.

For purposes of these requirements, noncompliant plumbing fixtures mean any toilet manufactured to use more than 1.6 gallons of water per flush, any urinal manufactured to use more than one gallon of water per flush, any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, any interior faucet that emits more than 2.2 gallons of water per minute.

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REGISTERED SEX OFFENDER DATABASE NOTICE ALSO KNOWN AS "MEGAN'S LAW"

For more than 50 years, California has required sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of these sex offenders was not available to the public until the implementation of the Child Molester Identification Line in July 1995. The information available was further expanded by California's Megan's Law in 1996 (Chapter 908, Stats. of 1996).

Section 2079.10a of the California Civil Code specifies notice be provided to buyer(s) of real property of the existence of a registered sex offender database:

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

The public, excluding those who have registered as sex offenders pursuant to Section 290 of the Penal Code, may search this database by a sex offender's specific name, obtain ZIP Code and city/county listings, obtain detailed personal profile information on each registrant, and use the map application to search a neighborhood or anywhere throughout the State to determine the specific location of any of those registrants on whom the law allows the State of California to display a home address.

In addition, the public may also contact the California Department of Justice, Sex Offender Tracking Program, for information on making an inquiry with the Department concerning at least six individuals as to whether any are required to register as a sex offender and subject to public notification. A fee is assessed for such inquiries, which will be deposited into the Sexual Predator Public Information Account within the Department of Justice. The contact number for the Sex Offender Tracking Program is (916) 227-4974.

METHAMPHETAMINE OR FENTANYL CONTAMINATED PROPERTY NOTICE

California law (Health and Safety Code Section 25400.28) requires property owners to notify prospective buyers in writing of any pending order that would prevent the use or occupancy of a property because of methamphetamine or fentanyl laboratory activity, and to provide the prospective buyer with a copy of the pending order. Receipt of a copy of the pending order shall be acknowledged in writing by the prospective buyer.

The "Methamphetamine or Fentanyl Contaminated Property Cleanup Act," chapter 6.9.1 specifies human occupancy standards for property that is subject to the act. These standards will be replaced by any that are devised by the Department of Toxic Substances Control, in consultation with the Office of Environmental Substances Control. In addition, this Act outlines procedures for local authorities in dealing with methamphetamine or fentanyl contaminated properties, including the use of a property lien. This notice is meant to inform prospective buyers of California disclosure law regarding methamphetamine or fentanyl lab activity, and does not indicate or imply that a particular property is or has been contaminated according to this law.

MILITARY ORDNANCE LOCATION NOTICE

California Civil Code Section §1102.15 states "The seller of residential real property subject to this article who has actual knowledge of any former federal or state ordnance locations within the neighborhood area shall give written notice of that knowledge as soon as practicable before transfer of title."

For purposes of this notice, "former federal or state ordnance locations" means an area identified by an agency or instrumentality of the federal or state government as an area once used for military training purposes, which may contain potentially explosive munitions.

"Neighborhood area" means within one mile of the residential real property.

For more information or to view the location of site(s) near a property, go to:
<https://www.usace.army.mil/Missions/Environmental/FormerlyUsedDefenseSites.aspx>

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CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT NOTICE

The purpose of the California Land Conservation Act of 1965 (Williamson Act) is to allow local governments and private landowners to enter voluntarily into contracts to restrict the use of parcels of land of no less than 100 acres to agricultural and open space use. The landowner receives compensation for the land use restrictions in the form of reduced property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

A Williamson Act contract is initially for a minimum term of ten years but local jurisdictions have the option to increase the initial term up to twenty years. Williamson Act contracts run with the land and are binding on all subsequent landowners. The contract is automatically extended by one year after the tenth and subsequent years unless a request for non-renewal is filed by either party. A request for non-renewal begins a 9 year term during which the tax assessments gradually increase to the full fair market value at which time the contract is terminated. The use of the property will then be controlled by the local jurisdiction's use and zoning laws.

Williamson Act contracts can be canceled only by the landowner's petition; however the minimum penalty for canceling a contract is 12.5 percent of the unrestricted, fair market value of the property. To approve a tentative contract cancellation, a county or city must make specific findings that are supported by substantial evidence. The existence of an opportunity for another use of the property or the uneconomic character of an existing agricultural use shall not, by itself, be a sufficient reason to cancel a contract.

There are penalties for breach of a contract, caused by the owner intentionally using the land for other than agriculture or making the land unusable for the contracted purposes. The penalties for breach of contract are as much as 25% of the unrestricted fair market value of the land rendered incompatible, plus 25% of the value of any building and any related improvements on the contracted land that cause the breach of contract. If a local jurisdiction allows a contract to be canceled and the State determines that there is a breach of contract, the penalties may be reduced, but not to less than 12.5% of the value of the land.

Contact the planning department to obtain information on requirements for entering into a Williamson Act contract and the uses allowed. Local government uniform rules and the specific Williamson Act contract can be more restrictive than the Williamson Act Government Code provisions.

For more information contact the Department of Conservation, Division of Land Resource Protection at 916-324-0850 or visit its website <https://www.conservation.ca.gov/dlrp/lca>.

MUDSLIDE / DEBRIS FLOW ADVISORY

Wildfires dramatically alter the terrain and ground conditions. Post wildfire rainstorms can produce dangerous flash floods, mudslides, and debris flows. These events are a threat to property located within or along an area which has experienced a recent wildfire.

This advisory is provided to simply inform you about the US Geologic Survey's maps that estimate the probability and volume of debris flow that may be produced by a storm in a recently burned area. They are available at:

[www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?
qt-science_center_objects=0#qt-science_center_objects](http://www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?qt-science_center_objects=0#qt-science_center_objects)

There may be additional or updated maps and resources available. To seek further information about possible mudslide and debris flow areas that may affect the property, contact the County Planning Department.

OIL, GAS WELLS & METHANE ADVISORY

California's oil and gas production has been in decline since the 1980's and wells, many of which were drilled at the turn of the past century, have been shut down or improperly abandoned. Such wells are often found when they begin to leak oil, natural gas (methane), or water. Building construction in the past several years has expanded into areas where wells were once, or are, active. Buyer should be aware that wells may exist on or near any property and new construction may also be restricted in the vicinity of wells. The California Division of Oil, Gas and Geothermal Resources administers the program to properly abandon wells. Abandoned or active oil wells, areas containing petroleum deposits, oil fields, landfills, and gas storage facilities could present risks and safety hazards to life, health, and natural resources. Risks could include, but are not limited to, soil and ground water contamination, physical safety hazards to humans and animals, fire hazards, oil and methane seeps, and air quality problems.

Migration of methane gas into areas containing impermeable surfaces (i.e. concrete, pavement, basements, etc.) can trap the gas, resulting in the accumulation of high concentrations. Although natural methane gas is relatively harmless, high concentrations of it can be hazardous due to its highly combustible chemical composition, as well as its ability to displace oxygen. Properties located in a methane zone may be required to undergo testing and mitigation. Disclosure Source recommends that the buyer contact the local Planning, Building and Safety Department to ascertain what previous measures, if any, might have been taken to properly vent the area and what considerations might apply regarding building permits or renovations. For more information and maps visit <https://www.conservation.ca.gov/dog> and <https://www.conservation.ca.gov/dog/Pages/WellFinder.aspx>.

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HABITAT SENSITIVITY AREA / ENDANGERED SPECIES ADVISORY

The California Endangered Species Act, Fish and Game Code, section 2051, states that there are certain species of fish, wildlife and plants that are in danger of, or threatened with, extinction because their habitats are being threatened, destroyed or adversely modified. Legislation declares that landowner cooperation is essential for conservation on those lands that have been identified as a habitat for endangered or threatened species. According to Section 2052.1 of the Fish and Game Code, if a person needs to address mitigation measures in relation to a particular impact on a threatened species, then those measures will be roughly proportional to the impact that the person has on those species. Disclosure Source recommends the buyer contact the local planning department and the California Department of Fish & Wildlife to ascertain what, if any, considerations might be involved as a result of being in or nearby habitat sensitive areas. Additional information is available at <https://www.wildlife.ca.gov/Conservation/CESA>.

NATURALLY OCCURRING ASBESTOS ADVISORY

Asbestos is the common name for a group of silicate minerals that are made of thin, strong fibers. It occurs naturally in certain geologic settings in California, most commonly in ultrabasic and ultramafic rock, including serpentine rock. These rocks are commonly found in the Sierra Foothills, the Klamath Mountains, Coast Ranges, and along some faults. While asbestos is more likely found in these rock formations, its presence is not certain. Because asbestos is a mineral, asbestos fibers are generally stable in the natural environment. The fibers will not evaporate into the air. Some naturally occurring asbestos can become friable, or crushed into a powder. This may occur when vehicles drive over unpaved roads or driveways that are surfaced with ultrabasic, ultramafic or serpentine rock, when land is graded for building purposes, or at quarrying operations. Weathering and erosion may also naturally release asbestos. Friable asbestos can become suspended in the air, and under these conditions, asbestos fibers represent a significant risk to human health. Asbestos is a known carcinogen, and inhalation of asbestos may result in the development of lung cancer. Disclosure Source recommends that the buyer visit the California Department of Conservation, Division of Mines and Geology website for further information and maps at <https://www.conservation.ca.gov/cgs/Pages/HazardousMinerals/asbestos2.aspx>

RADON ADVISORY

Radon is a colorless, odorless radioactive gas that is produced by the natural decay of uranium, which is found in nearly all soils and rocks. Radon can seep from the ground into the air in a property through openings in the ground, and its presence increases the risk of lung cancer. Radon levels are variable and may be influenced by not only geology, but also soil permeability, weather and climatic conditions, building design, condition and usage. The Environmental Protection Agency (EPA) has produced a map that assigns one of three zone designations to each county based on radon potential and each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon control methods. That map is not meant to be used to determine whether a particular property should be tested for radon, but is used to assist various government agencies and organizations in focusing their radon program resources. Properties with high levels of radon have been found in all zones. Long-term (up to one year) measurement is generally recommended for the most accurate determination of radon levels. Radon testing is affordable and easily done. Test kits are available at the California Department of Public Health website at <https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/EMB/Radon/Radon-Testing.aspx>.

The EPA recommends all structures should be tested for radon, regardless of geographic location or zone determination. If the radon level is greater than 4 picoCuries per Liter of air (pCi/L), the EPA suggests remediation. Additionally, the California Department of Conservation outlines Radon Zone areas where geologic conditions are likely to produce high, moderate, or low potential indoor radon levels above 4 pCi/L. Those maps are available at <https://www.epa.gov/radon/find-information-about-local-radon-zones-and-state-contact-information> and <https://www.conservation.ca.gov/cgs/Pages/HazardousMinerals/radon2.aspx>.

GOVERNMENTAL GUIDES: "RESIDENTIAL ENVIRONMENTAL HAZARDS: A GUIDE FOR HOMEOWNERS, HOMEBUYERS, LANDLORDS AND TENANTS"; "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" PUBLISHED BY THE ENVIRONMENTAL PROTECTION AGENCY CONTAINING IMPORTANT INFORMATION REGARDING ENVIRONMENTAL HAZARDS LOCATED ON AND AFFECTING RESIDENTIAL PROPERTY. AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS.ASPX](https://www.disclosuresource.com/downloads.aspx) AND [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS_LEAD.ASPX](https://www.disclosuresource.com/downloads_lead.aspx)

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DISCLAIMERS

ACCEPTANCE OR USE OF THIS REPORT BY ANY PERSON CONSTITUTES AN AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS, AND LIMITATIONS OF LIABILITY, STATED HEREIN.

THIS AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS, AND LIMITATIONS ON LIABILITY, IS MADE REGARDLESS OF WHETHER THE PERSON ACCEPTING OR USING THE REPORT PAID FOR, OR ORDERED, THE REPORT.

THIS REPORT IS NOT A WARRANTY OR A POLICY OF INSURANCE

TERMS AND CONDITIONS

1. Recipient(s) Defined

"Recipient(s)" shall mean and refer to transferor(s)/seller(s), transferee(s)/buyer(s), and their respective agent(s)/broker(s) who access a copy of this Report.

2. Report Defined

"Report" shall mean and refer to any disclosure Report prepared by Disclosure Source and made available to the Recipient(s), whether the Report is provided as a hard copy, via email, or accessed via <https://www.DisclosureSource.com>

3. No Third Party Reliance

The information contained in this Report is intended for the exclusive benefit and use of the Recipient(s). No person other than the Recipient(s) should rely upon, refer to, or use this Report, or any information contained within this Report, for any purpose. Disclosure Source expressly disclaims all liability, including liability for breach of contract and negligence, to persons other than Recipient(s). The disclosures contained in this Report "shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose." California Civil Code section 1103.2(g).

4. Seller's and Seller's Agent's Independent Disclosure Obligations

Seller(s) and their agent(s) are independently required to make certain statutory disclosures of all material facts about the subject property within their actual knowledge. This Report does not alter, change, impact, affect, or replace seller or seller's agent's independent disclosure obligations. Disclosure Source acknowledges that there may be other disclosures required under applicable state law and/or within seller's and seller's agent's actual knowledge, and Disclosure Source makes no representations as to the adequacy or accuracy of any other representations or disclosures made under applicable state law.

5. Explanation of Services and Limitations

(a) Statutory and Local/Supplemental Disclosures, Notices and Advisories

The purpose of the Disclosure Report is to assist the Recipient(s) in notifying the prospective buyer whether the property is located in any of six statutorily defined natural hazard areas. Disclosure Source has also obtained maps that are both official and publicly available from city, county, and state sources which supplement this natural hazard information.

Disclosure Source is also providing disclosures, notices and advisories on potentially hazardous conditions or occurrences that may affect the subject property. These additional disclosures, notices and advisories are either required by the California Civil Code, local ordinance, or the information is readily available. Disclosure Source recommends contacting the local building and planning departments prior to the transfer to help ascertain, what, if any, additional requirements there might be for construction or renovation, and building code requirements for this property. Disclosure Source has not performed a visual or physical inspection of the property. This Report is not a substitute for a visual or physical inspection of the property or a geologic or engineering study. Disclosure Source assumes no responsibility for any costs or consequences, direct or indirect, arising due to the need, or the lack of need, for earthquake insurance, fire insurance or flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

In order to prepare this Report, either the seller (or his/her agent) or the buyer (or his/her agent) supplied Disclosure Source with the Assessor's Parcel Number ("APN") for the subject property. Disclosure Source has not verified the accuracy of the APN. This Report was prepared based upon such APN, and shall not, and does not, include any property beyond the boundaries of the subject property identified by such APN, including but not limited to, any common interest areas, structures (whether located on the subject property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways

Disclosure Source shall not be responsible or liable for any losses, liabilities or damages resulting from an incorrect APN. No determination is made and no opinion is expressed, or intended, by this Report concerning whether the subject property is comprised of legal lots in conformance with the California Subdivision Map Act. If the subject property is part of a condominium project, planned unit development, or other properties with a common or undivided interest area, the Report may indicate that the subject property is within the natural hazard zone if any portion of the common or undivided interest area is within the reported natural hazard zone. In preparing this Report, Disclosure Source has reviewed and relied upon the statutes identified and has reviewed the records referred to in each determination.

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(b) Tax Information, if included in the report

California Civil Code requires that the seller of certain real property determine from local agencies whether the property is subject to a Mello-Roos Community Facilities Act and Special Tax Assessment, and if so, deliver notice of such special tax assessment(s) to the prospective buyer. The purposes of the Special Tax and Assessment Section are to (a) make preliminary determinations regarding whether secured tax rolls contain Mello Roos Community Facilities District Special Taxes or Improvement Bond Act of 1915 Lien Assessments against the subject property, and (b) assist the seller in fulfilling his/her duty to comply with California Civil Code Section 1102.6b.

When preparing the Special Tax and Assessment Section, the Company reviewed county tax records and other official and third party resources to determine whether, according to those records, the property is subject to a Special Tax pursuant to the Mello-Roos Community Facilities Act or a Special Assessment pursuant to the Improvement Bond Act of 1915. Only assessments that were levied against the property at the time the Company obtained the tax records are disclosed. No study of the public records was made by the Company to determine the presence of any other tax or assessment. Items not yet levied on the tax bill, items not appearing on the tax bill because the current owner has applied for an available exemption, supplemental taxes, unsecured property taxes, and items removed from the tax bill due to a pending judicial foreclosure suit may not be reflected on this Report. The amount of the levy, ending year, and other tax information may be subject to change in the future. Tax information can vary from property to property. The tax and assessment information in this Report is for the specific time frame and property referenced and may not be used for other properties. The Company is not responsible for any changes that may occur. In some instances, (including some condos, mobile homes, and new subdivisions), the tax roll data disclosed may represent the amount assessed for an entire parcel prior to subdivision of said parcel.

This Report and the above explanation of Special Tax and Assessments are intended to be general in nature and is not a substitute for a tax bill, title report or title insurance and may not be relied upon as such. If detailed information is desired, the Company recommends contacting the agency that administers the Special Tax and Assessment or retaining a professional consultant. The Company believes that the information and data contained in this Report is correct but we do not guarantee the accuracy of County records or the records of Bond Administrators from which this information is based, or accept liability for future tax payments in the event the information is inaccurate, incomplete or outdated. The assessed levy amounts listed are provided by the Tax Collector's office and are accurate based on the levies listed in the identified tax record as of the beginning of the identified tax year. No determination is made and no opinion is expressed, or intended, by the Report concerning the existence of property tax liabilities, unless specifically described in the Report. The applicable county tax assessor/collector updates their Tax Assessment frequently and the Company updates their Tax Assessment information yearly. If your decision to purchase this property is based in part on information contained in this Report, the Company recommends you contact the County Tax Collector's office and the Bond Administrators to verify its accuracy.

(c) Environmental Information, if included in the report

The environmental information (including reference aids) assist the seller(s) in satisfying their general obligations to provide information regarding the property's proximity to site(s) identified by appropriate County, State, and/or Federal Agencies' databases as possessing (either presently or historically) an environmental concern. Disclosure Source has not verified the accuracy, validity, or completeness of those lists and does not insure, warrant or guarantee that they are accurate and up to date. Disclosure Source has not performed a physical inspection of the property and the Report is not intended to be used as a preliminary site assessment or Phase 1 report. Disclosure Source does not make any representation as to the health hazards to humans or animals that may be associated with any of the substances that may exist at the sites or how they may affect the subject property. Disclosure Source does not report on the significance or extent of the contamination or remediation of any of the sites identified in the Agencies' databases.

6. Notice to Recipient(s)

Disclosure Source provides the Report for the benefit of all Recipient(s). Disclosure Source considers Recipient(s) to be a contracting party who is subject to the explanation of services, conditions, limitations and disclaimers herein, and by signing the Report, Recipient(s) expressly agrees to receive the services, and be bound by the conditions, limitations and disclaimers herein. This Report is for the exclusive benefit of the Recipient(s). There shall be no third party beneficiaries, and the Report may not be used in any subsequent transaction affecting the subject property or for any other real property.

7. Limitation of Liability

(a) Disclosure Source has prepared this Report solely based upon records and information provided by various governmental and private agencies. Although reasonable care has been exercised by Disclosure Source in compiling the data and information contained in the Report, Disclosure Source has assumed that these records and information are accurate and complete, and Disclosure Source has not conducted any independent verification of their accuracy or completeness. Disclosure Source shall not be liable to Recipient(s) for errors, inaccuracies or omissions in this Report if such errors, inaccuracies or omissions were based upon information contained in the public and private records used by Disclosure Source, or were known to exist by Recipient(s) on the date of delivery of this Report to Recipient(s).

(b) Disclosure Source expressly excludes from liability any disclosures or information (i) not known to Disclosure Source, (ii) not on the maps used by Disclosure Source, (iii) not recorded in the public record as of the date it was reviewed by Disclosure Source, (iv) not included in the categories included in the Disclosure Report, (v) which would be discovered by a physical inspection of the property, (vi) known to any Recipient prior to receipt of the Report, and/or (vii) regarding the health or risk to any humans or other living things which may be associated in way with any of the disclosed hazards.

(c) Disclosure Source is not responsible or liable for the costs of investigating or remediating any of the disclosed hazards.

(d) Disclosure Source shall not be liable for any damages resulting from a Recipient's inability to access the Report.

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(e) Any website or hyperlink contained in the Report is provided for informational purposes only, and Disclosure Source is not responsible for the accuracy of any information available from or through any referenced website or hyperlink.

(f) Disclosure Source liability for any claim, or claims, including but not limited to any claim for breach of contract or negligence, is limited to actual proven damages as a result of an error or omission in the Report and shall be measured by the difference between the amount paid for the property and the fair market value of the property as of the date of the Report, if and only if such difference is caused by the error or omission.

(g) Disclosure Source shall not be liable for any incidental damages, consequential damages, special damages, indirect damages, or lost profits suffered by Recipient(s).

8. FEMA Flood Determination

This Report may include a FEMA Flood Determination Certificate provided by a third-party. If such a certificate is included, Disclosure Source makes no representation or determination, or offers any opinion, as to whether flood insurance is required, whether private or offered as part of a government program, or any representation or determination of the cost of any such insurance.

9. Report is Not For Credit Purposes

The information collected and disclosed in the Report is not indicative of any person's credit worthiness, credit standing, credit score, credit capacity or any other characteristics listed in Section 1681(a) of the Fair Credit Reporting Act ("FCRA"). The Report shall not be used in any way, or for any purpose, or in any manner that would cause the Report to be construed as a "consumer report" under the FCRA or any similar State or Federal statute, rule, law or regulation.

10. Change in Information

This Report is an "AS IS" Report. Updates to the databases used in this Report are determined by the responsible agency and may be made at any time and without notice. For that reason, Disclosure Source maintains an update schedule and makes reasonable efforts to use updated information. The complexities of obtaining and adapting the data into a usable format for preparing this Report necessitate some delay once the updated information is obtained; therefore the Report may be considered accurate only as of the date when the database was last reviewed and implemented by Disclosure Source. Subsequent to Disclosure Source's acquisition of government records, changes may be made to said government records and Disclosure Source shall have no obligation to update the Report or to communicate to any Recipient(s), or any other person, any changes, acts, occurrences, circumstances or agreements occurring after the date of the Report, which render inaccurate anything contained in the Report. Disclosure Source may at its sole discretion supplement the Report. The determinations made in the Report are time-sensitive. Disclosure Source shall not be liable for any impact on the Property, or the value thereof, that any change to the government records may have. Disclosure Source is under no duty to update this Report when or if new information is released or becomes available.

11. Notice of Claim

Recipient(s) must promptly notify Disclosure Source in writing of any error or omission, and give Disclosure Source an opportunity to correct such error and omission. All notices and claims shall be addressed to Disclosure Source, Claims Department, 1850 Gateway Blvd, # 400, Concord, CA 94520. Any claim must be given promptly in writing when knowledge is acquired by any Claimant of any information which is contrary to the Disclosure Report. If a written claim notice is not given promptly to Disclosure Source, all liability of Disclosure Source shall terminate with regard to the matters for which a prompt claim notice is required but only to the extent that the failure to give prompt written notice has prejudiced Disclosure Source.

12. Governing Law

These Terms and Conditions, and any Recipient's use of the Report, shall be governed by, and construed in accordance with, the laws of the State of California.

13. Resolution of Disputes (Arbitration or Small Claims)

MANDATORY ARBITRATION. This provision constitutes an agreement to arbitrate disputes on an individual basis. **Any party may bring an individual action in small claims court instead of pursuing arbitration.**

Any claim, dispute or controversy, pursuant to contract or tort law, or otherwise, arising out of or relating to this Agreement, the Report, its issuance, its contents, the disclosures, a breach of the Agreement, any controversy or claim arising out of the transaction giving rise to this Agreement, or the relationships among the parties hereto ("Claim"), shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879.

The arbitration will take place in the same county in which the property is located. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. By receiving this Report, and entering into this Agreement, the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award: any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this agreement to arbitrate, including any claim that all or any part of the Terms and Conditions, including this agreement to arbitrate, is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.

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CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in *any* forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to *any* person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

14. Severability

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

15. Complete Agreement

These Terms and Conditions constitute the single and entire integrated agreement between Disclosure Source and the Recipient(s), and supersede and replace all prior statements, representations, discussions, negotiations and agreements.

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ACKNOWLEDGEMENT FOR RECEIPT OF DISCLOSURES, NOTICES AND ADVISORIES

The seller and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE SELLER AND HIS OR HER AGENT(S) HAVE PROVIDED THE PROSPECTIVE BUYER(S) INFORMATION INCLUDED WITHIN THE DISCLOSURE REPORT ABOUT:

NATURAL HAZARD DISCLOSURES:

IF THE PROPERTY IS LOCATED IN A FLOOD, FIRE, SEISMIC/GEOLOGIC, OR FAULT HAZARD(S) AS PER MAPS FROM CITY, COUNTY, STATE OR FEDERAL SOURCES.

AIRPORT INFLUENCE AND AIRPORT PROXIMITY:

IF THE PROPERTY IS AFFECTED BY AN AIRPORT INFLUENCE AREA AND THE PROPERTY'S PROXIMITY TO AIRCRAFT LANDING FACILITIES.

RIGHT TO FARM DISCLOSURE:

OF THE EXISTENCE OF PRIME FARMLAND WITHIN ONE MILE OF THE SUBJECT PROPERTY.

MINING OPERATIONS DISCLOSURE:

OF THE EXISTENCE OF MINING OPERATIONS WITHIN ONE MILE OF THE SUBJECT PROPERTY.

TAX INFORMATION:

NOTICE OF SPECIAL TAX AND ASSESSMENT, MELLO-ROOS, IMPROVEMENT BOND ACT OF 1915, TAX SUMMARY. PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS.

ENVIRONMENTAL INFORMATION:

INFORMATION REGARDING SITES WITH ENVIRONMENTAL CONCERNS.

TRANSFER FEE NOTICE AND NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL:

TRANSFER FEE NOTICE AND NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL.

GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE:

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES.

TOXIC MOLD NOTICE:

A SELLER NOTICE OF ANY MOLD CONDITIONS.

FLOOD INSURANCE NOTICE:

A NOTICE CONTAINING INFORMATION ABOUT FUTURE DISASTER RELIEF AVAILABILITY IN RELATION TO PAST DISASTER RELIEF ASSISTANCE AND FLOOD INSURANCE REQUIREMENT.

WATER-CONSERVING PLUMBING FIXTURE NOTICE:

A NOTICE REGARDING THE REPLACEMENT OF NON-COMPLIANT PLUMBING FIXTURES.

MEGAN'S LAW NOTICE:

INFORMATION REGARDING PERSONS WHO ARE REQUIRED TO REGISTER WITH THE DEPARTMENT OF JUSTICE RESULTING FROM A CONVICTION FOR A SEXUALLY BASED OFFENSE.

METHAMPHETAMINE OR FENTANYL CONTAMINATED PROPERTY NOTICE:

INFORMATION ABOUT METHAMPHETAMINE OR FENTANYL CONTAMINATED PROPERTY NOTIFICATION REQUIREMENTS.

WILLIAMSON ACT NOTICE:

A NOTICE REGARDING WILLIAMSON ACT IN THE STATE.

MILITARY ORDNANCE LOCATION NOTICE:

A NOTICE REGARDING FORMERLY USED FEDERAL/STATE MILITARY ORDNANCE SITES.

MUDSLIDE / DEBRIS FLOW ADVISORY:

OF THE POTENTIAL FOR MUDSLIDES OR DEBRIS FLOWS DURING RAINSTORMS IN AREAS WHERE WILDFIRES HAVE OCCURED.

HABITAT SENSITIVITY AREA/ENDANGERED SPECIES ADVISORY:

OF THE EXISTENCE OF ENDANGERED SPECIES AND HABITAT SENSITIVITY AREAS IN THE STATE.

OIL, GAS WELLS & METHANE ADVISORY:

OF THE EXISTENCE OF OIL, GAS WELLS & METHANE IN THE STATE.

NATURALLY OCCURRING ASBESTOS ADVISORY:

OF THE SOURCE OF INFORMATION REGARDING NATURALLY OCCURRING ASBESTOS.

RADON ADVISORY:

OF THE SOURCE OF INFORMATION REGARDING RADON ZONES.

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

SELLER(S) AND BUYER(S) ACKNOWLEDGE RECEIPT OF THE INFORMATION REFERENCED ABOVE INCLUDED IN THE REPORT FOR THE ABOVE DESCRIBED PROPERTY

Signature of Seller _____	Date _____
Signature of Seller _____	Date _____
Seller's Agent(s) _____	Date _____
Seller's Agent(s) _____	Date _____
Signature of Buyer _____	Date _____
Signature of Buyer _____	Date _____

APPRAISER LICENSE



Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Mark A. Souza

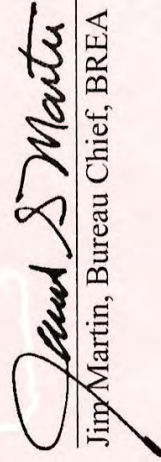
has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 043526

Effective Date: January 11, 2020
Date Expires: January 10, 2022


Jim Martin, Bureau Chief, BREA

3048234

APPRAISER QUALIFICATIONS

K. R. McBay Appraisal Company

Real Estate Valuation and Consultation
Agricultural, Commercial, Eminent Domain

Kenneth R. McBay

Mark A. Souza

QUALIFICATIONS OF MARK A. SOUZA

PROFESSIONAL QUALIFICATIONS:

State of California – Certified General Real Estate Appraiser, License #AG043526
Candidate for Designation – Appraisal Institute

FORMAL EDUCATION:

California Polytechnic State University, San Luis Obispo, CA

- B.S. Degree, Natural Resources Management - Environmental Management concentration
- Minor, Speech Communication
- Graduated Cum Laude with 3.8 GPA

PROFESSIONAL APPRAISAL EDUCATION:

1. Basic Appraisal Principles and Procedures (BREA Approved Course) March 2007
2. Real Estate Finance, Statistics & Valuation Modeling (BREA Approved Course) April 2009
3. Business Practices & Ethics (Appraisal Institute) July 2009
4. Gen. Appraiser Sales Comparison Approach (Appraisal Institute) March 2010
5. Gen. Appraiser Market Analysis Highest & Best Use (BREA Approved Course) August 2011
6. Gen. Appraiser Site Valuation & Cost Approach (BREA Approved Course) May 2012
7. Gen. Appraiser Income Approach I & II (BREA Approved Course) March 2013
8. Gen. Appraiser Report Writing & Case Studies (Appraisal Institute) February 2017
9. Commercial Appraisal Review (BREA Approved Course) June 2014
10. Expert Witness for Commercial Appraisers (BREA Approved Course) September 2014
11. Advanced Income Capitalization (Appraisal Institute) July 2018
12. Advanced Market Analysis and Highest & Best Use (Appraisal Institute) April 2019
13. Uniform Standards of Professional Appraisal Practice (BREA Approved Course) July 2021
14. Federal and State Laws and Regulations (BREA Approved Course) July 2019
15. Advanced Concepts & Case Studies (Appraisal Institute) November 2019
16. Quantitative Analysis (Appraisal Institute) August 2020

EXPERIENCE:

- 2007 - Present: K. R. McBay Appraisal Co. – Senior Appraiser: Agricultural, commercial and eminent domain valuation.
- 1999 – 2007: Souza Propane, Inc. – General Manager: Direct and coordinate business activities and product pricing, sales and distribution; manage staff work schedules and duties; determine staffing requirements, interviewing, hiring and training new and existing personnel; manage the movement of product into and out of company storage facilities and customer locations.
- 1990 – 1999: Campus Crusade for Christ, Int'l – Senior Staff: Recruit, train and lead university students in Christian ministry.

K. R. McBay Appraisal Co.
www.krmcbayco.com

P. O. Box 1804
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