

**APPRAISAL REPORT  
PARKWAY INN MOTEL  
LIMITED SERVICE MOTEL  
959 N. PARKWAY DRIVE  
FRESNO, CALIFORNIA 93728**



**JAMES G. PALMER**  
APPRAISALS INC.

**APPRAISAL REPORT  
PARKWAY INN MOTEL  
959 N. PARKWAY DRIVE  
FRESNO, CALIFORNIA 93728**

**PREPARED FOR  
FRESNO HOUSING  
1131 FULTON STREET  
FRESNO, CALIFORNIA 93721**

**PREPARED BY  
GREGG J. PALMER, MAI  
JAMES G. PALMER APPRAISALS, INC.**

**EFFECTIVE DATE OF VALUE  
MAY 10, 2021  
EFFECTIVE DATE OF APPRAISAL  
MAY 28, 2021**



**JAMES G. PALMER**  
APPRAISALS INC.

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May 28, 2021

Mr. David Brenner  
Fresno Housing  
1331 Fulton Street  
Fresno, California 93721

Re: Market Valuation  
Parkway Inn Motel  
959 N. Parkway Drive  
Fresno, California 93728

Dear Mr. Brenner:

At your request and authorization, James G. Palmer Appraisals Inc. has developed and prepared an appraisal report on the above-mentioned real property, more particularly described in the enclosed report.

The appraisal report has been prepared to comply with the requirements of:

- Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA).
- The Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.
- The Federal Deposit Insurance Corporation (FDIC) appraisal standards, which include compliance with USPAP.
- The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The 2020-2021 edition of USPAP states that under Standards Rules 2-2, 8-2 and 10-2, each written real property appraisal report must be prepared under one of the following two formats: Appraisal Report [Standards Rules 2-2(a), 8-2(a) and 10.2(a)] or Restricted Use Appraisal Report [Standards Rules 2-2(b), 8-2(b) and 10-2(b)]. In the case of this report, the appraisal is being communicated in an *Appraisal Report* (2-2(a)) format.

The property consists of a limited service motel located in the City of Fresno in Fresno County. The purpose of the appraisal was to arrive at an opinion of value the going concern, the value to be used to illustrate that a market price is being paid for the property. A single value will be reported in the appraisal including a current value "as-is" value. The effective date of valuation is as of May 10, 2021. The following value may be subject to the value definitions and limiting conditions as set forth in this report. It is subject to hypothetical conditions as discussed and outlined in the appraisal report.

In the opinion of the undersigned, the value of the going concern as of the date of value is as follows:

**VALUE AS IS – GOING CONCERN**

OPINION OF VALUE

\$4,000,000.00

The undersigned hereby certify that they have no present or future intended interest in the property, and that neither the fee nor employment for this assignment was contingent upon the value reported herein. It is also the opinion of the undersigned that the subject has no significant natural, cultural, recreational or historic value. This letter must remain attached to the report in order for the value opinion set forth to be considered valid.

This appraisal is only valid for the purpose for which it is intended. It is invalid for a third party use or to establish a sales price for limited partners or syndication. Unless prior arrangements have been made with the appraiser, the right to photocopy all or part of this appraisal is strictly prohibited.

Thank you for this opportunity of serving you.

Sincerely,



Gregg J. Palmer, MAI  
Certified General Real Estate Appraiser  
California License AG002880  
Expiration: April 24, 2022

## Executive Summary

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### PROPERTY DESCRIPTION

Property Name	Parkway Inn Motel
Address	959 N. Parkway Drive
City, State, Zip	Fresno, California 93728
County	Fresno
MSA	Fresno/ Madera
Property Type	Hospitality

### Site Description

Site Area	62,726 SF
Road Frontage (LF)	195' – WS Parkway Drive   200' – SS Dennett Avenue
Orientation	Highway
Shape	Irregular
Zoning	NMX
Description	Neighborhood Mixed Use
Flood Zone	Zone X – FEMA #06019C1565H

### Improvement Description

Building Area	29,607 SF (GBA)
Year Built	1964
Quality	Average
Condition	Average
Market Class	Class "D"
Construction Type	Wood/ Wood/ Stucco

### Real Estate Tax Data

Assessor Parcel Number(s)	449-324-11
Total Assessed Value	\$2,109,960.00
Real Estate Taxes	\$27,000.20

### NEIGHBORHOOD BOUNDARIES

North	McKinley Avenue
South	Highway 180
East	Palm Avenue
West	Marks Avenue

### HIGHEST & BEST USE

Land as Vacant	Commercial
Property as Improved	Commercial Mixed Use

### PROPERTY VALUATION

Valuation Type	Going Concern
Value "As-Is"	\$4,000,000
FF&E	\$195,000

### APPRAISAL DATES

Inspection Date	May 10, 2021
Report Date	May 28, 2021
Date of Valuation	May 10, 2021
Exposure Time	<12 Months

# APPRAISAL REPORT

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## I. **Purpose of Appraisal:**

The purpose of the appraisal is outlined in the covering letter. The definition of "market value" is:

### **Market Value:**

"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, knowledgeably, 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 he considers his own best interest;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in US 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." **(Federal Deposit Insurance Corporation (FDIC) Final Rules 12 CFR § 323.2)**

## II. **Property Right Appraised:**

The property right is the *Fee Simple Estate* and the *Going Concern*. The definitions are follows:

### **Fee Simple Estate:**

Absolute ownership unencumbered by any other interest or estate, subject

only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." (The Dictionary of Real Estate Appraisal, Fifth Edition, Pub. 2010)

**Going Concern:**

*"The value created by a proven property operation; considered as a separate entity to be valued with a specific business establishment; also called going value."* (The Dictionary of Real Estate Appraisal, Fourth Edition, Pub. 2010)

**III. Function of Appraisal:**

The appraisal assignment is to provide a market valuation of an existing motel that is located in the City of Fresno. The project was developed in the 1960s. A single value will be provided. This includes the value as is of the going concern. The intended user(s) include Fresno Housing and or their assignees. The intended use is to assist the client(s) in underwriting process and to illustrate that a market price is being paid for the property.

**IV. Extraordinary Assumptions:**

In the preparation of the report, various documents were used as obtained from the client, property owner and public records. The records used include but are not limited to site and building plans, legal descriptions, site sizes, assessment records, leases and building areas. While every effort is made to assure the accuracy of these documents, no guarantee is made as to their accuracy or correctness. It is assumed that these documents are accurate, true and correct as they are considered in the preparation of the report.

Data provided by the client is limited to a title report and minimal financial information. In addition, STAR reports were not provided or available. These are typically furnished by the client and or owner and it is beyond the responsibility of James G. Palmer Appraisals Inc. to provide or acquire such documents. It is an extraordinary assumption that the property operates in a manner common to such facilities.

**V. Hypothetical Conditions:**

The appraisal and value reported herein are not subject to hypothetical conditions.

**VI. Scope of Appraisal:**

The scope of this report includes:

- 1) A physical inspection of the property.
- 2) Interviews with persons considered knowledgeable as to real estate values in the area.
- 3) Inquiry into and documentation of current data.
- 4) Analysis of the data obtained and correlation of the findings into final value estimates.

The data contained in this report was obtained from a variety of sources, is considered reliable, and has been utilized to document the valuation conclusions.

The appraisal assignment is to provide a market valuation of an existing motel that is located in the central sector of the Community of Fresno. The property is more specifically situated at the southwesterly quadrant of the Highway 99 and Olive Avenue interchange. The project was reportedly developed in 1964 and has a total of 65 rooms. The site consists of a single irregular shape parcel of land and has a total of approximately 62,726 SF. The rooms are contained within a single 2-story building. The property was noted to be in average condition at the time of inspection.

In valuing the project, all three traditional approaches to value will be considered. These include the Sales Comparison, Cost, and Income Capitalization Approaches. In this instance, only the sales comparison and income capitalization approaches are used.

In the Sales Comparison Approach, a value estimate will be provided through an analysis of similar properties that have been sold throughout similar areas. A total of four sales were found that were used in the analysis. The search for data was generally restricted to sales of similar properties located in the central San Joaquin



Valley. Sales were obtained from a variety of sources including brokerage firms, Loopnet, Costar and county assessor records. When possible, the sales were verified with the buyer or seller or individual knowledgeable with the sale transaction. As discussed earlier, it was necessary to extend the search for sales outside of the area.

The final method of valuation used is the Income Capitalization Approach. A value is estimated after a thorough analysis of the potential income, vacancy, and expenses for the development. A room rate survey will be prepared in the analysis of the property. The resulting net operating income is capitalized into a value estimate. As mentioned earlier, limited financial or operating information was provided or available. Financial information used in the income approach is based on the market and familiarity in appraising similar lodging facilities as well as the limited financial information provided.

The appraisal assignment will result in two values. The first valuation considers the as is value of the going concern. The second value will consider the contributory value of the FF&E.

Please note that I have appraised several motel properties throughout my career as well as several properties in the Fresno area. I consider myself competent to complete the appraisal assignment and will take any steps necessary to complete said assignment accordingly.

In summary, the appraisal assignment is to provide a market valuation of a motel that is located in the Community of Fresno in Fresno County, California. The intended use is to assist the client in demonstrating that a market value is being paid for the property. The client and intended users include Fresno Housing and or their assignees. The following sections of this report will outline and describe in detail the area, site, building improvements, and methods of valuation used to provide an opinion of value of the property.

**VII. Addresses:**

959 N. Parkway Drive | Fresno, California 93728

**VIII. Assessor Parcel Numbers:**  
449-324-11 (Fresno County Assessor)

**IX. Legal Description:**  
A title report was furnished in conjunction with this assignment. Placer Title Company prepared the report as of March 5 , 2021. It contains a complete legal description for the property.

**X. Ownership:**  
County Assessor records show title to be vested in the name(s) of the following:  
Daljit Singh & Surinder Kaur Singh

**XI. Map Designations:**

Census Tract:	20.00
Seismic Zone:	Not in Alquist-Priolo study zone
Flood Hazard Area:	Zone X - FEMA Panel No. 06019C1565H
Dated:	February 18, 2009
Description:	X -"Areas of minimal flooding."

**XII. Property History:**  
The property consists of an irregular shaped site of land located in southwest Fresno that is situated at the southwest quadrant of Highway 99 and Olive Avenue. The property is currently developed to a motel that was developed in the 1960s. There are 65 rooms contained within a single 2-story building. There is also an administrative office. The balance of the site is paved for parking.

There have been no market transfers of the property over the past 3 years. According to a purchase agreement provided by the client, the property is presently in escrow for \$3,234,000. This is an arms-length, market transaction.

**XIII. Assessed Value:**

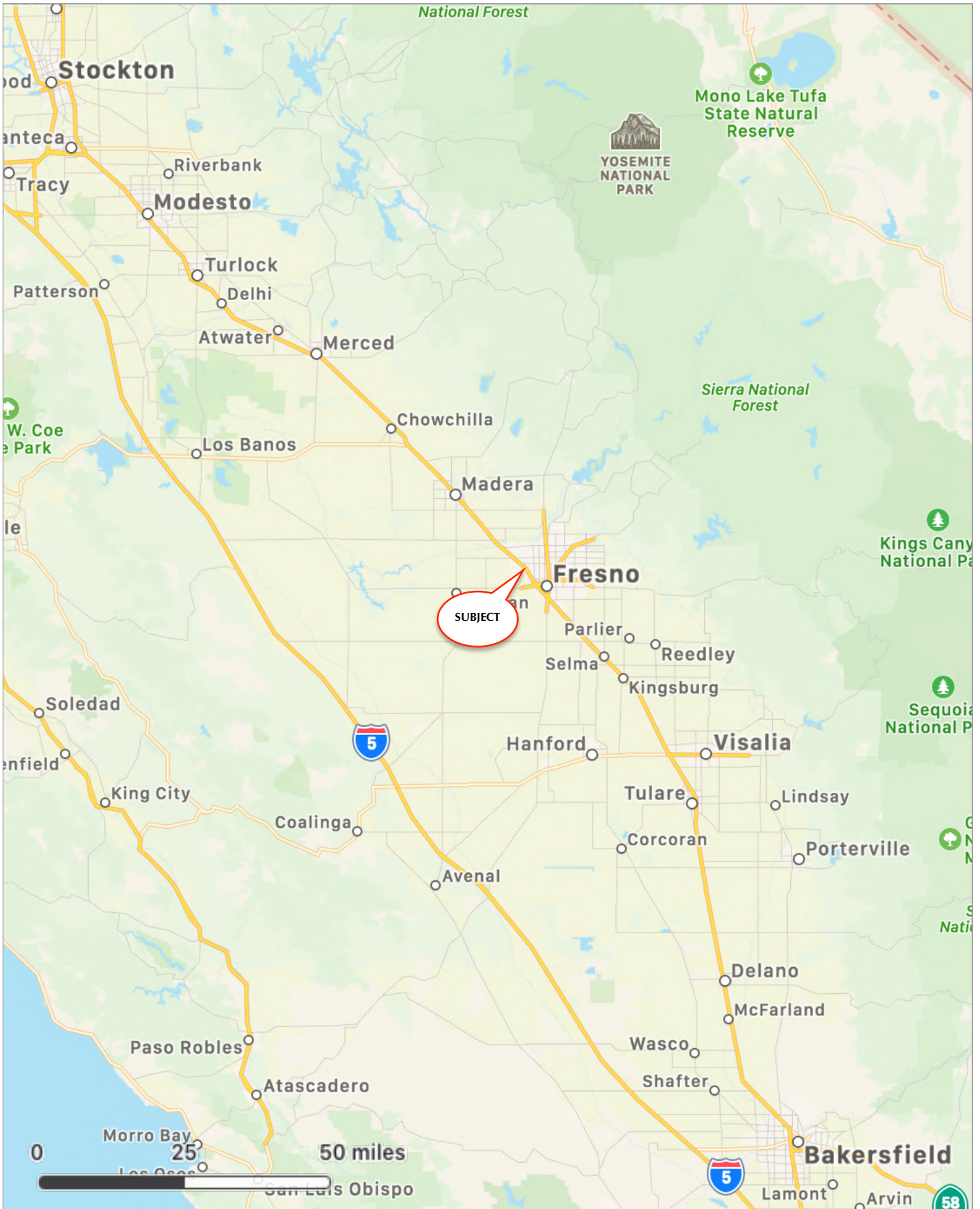
In 1978, California voters passed Proposition 13, which was also known as the Jarvis-Gann Initiative. This proposition was predominantly designed to decrease the tax burden on individual property owners and to restrict the increase in property value assessments to a maximum of 2% per year. Beginning in 1981/82, all real property in the State of California was assessed at its full cash value. Full cash value is equal to the market value as determined by the appraisal staff of the County Assessor's office. Under Proposition 13, all assessments were rolled back to their 1975/76 levels and this became the new tax basis. Re-assessment is only allowed when a property is sold or substantially changed or modified. The predominant tax rate is based upon 1% of the assessed value, plus any local county, city, or special district bonds. The annual property taxes are calculated by applying the tax rate for the area to the total assessed value of the property, including land, improvements, and personal property items.

Proposition 13 was initially designed to protect elderly property owners who are on fixed incomes and assure them that their property would not be assessed at a rate which exceeded the ability to pay taxes. The following is a breakdown of the assessments for the property.

APN	Total	Improvements	Land	RE Taxes
449-324-11	\$2,109,960.00	\$1,758,301.00	\$351,659.00	\$27,000.20

This type of unique tax system has caused a couple of interesting phenomenon in the California real estate market. In the first instance, since assessments are only allowed to increase by a maximum of 2% per year, actual market appreciation often exceeds the increase in the assessed value. When a property transfer does occur, it is reassessed and, therefore, a tremendous increase in property taxes typically occurs. This situation also leads to a second interesting phenomenon. Due to the fact that a full cash value assessment can only occur after a transfer of ownership, taxes can vary greatly from property-to-property in the same neighborhood and on similar property types. Thus, when appraising property in the State of California, it is important to re-analyze the taxes assuming that a transfer of the property was to occur.

# REGIONAL MAP



#### **XIV. Regional Description:**

##### **Introduction**

The primary purpose in analyzing the region is to convey an understanding of the primary forces that influence value. This analysis is particularly useful in providing a background for the various value influences on the subject property, as well as forecasting possible future trends in property value and use. In general, the four factors that influence value can be summarized into four categories:

- ❖ Environmental Forces
- ❖ Social Forces
- ❖ Economic Forces
- ❖ Government Forces

Environment forces or “physical factors” are the natural and man-made features which affect the subject property and the surrounding area that it is located.

Social forces primarily influence property values through various population characteristics. It is very important to analyze an area’s population with respect to growth and decline, standards and requirements, as well as moral factors.

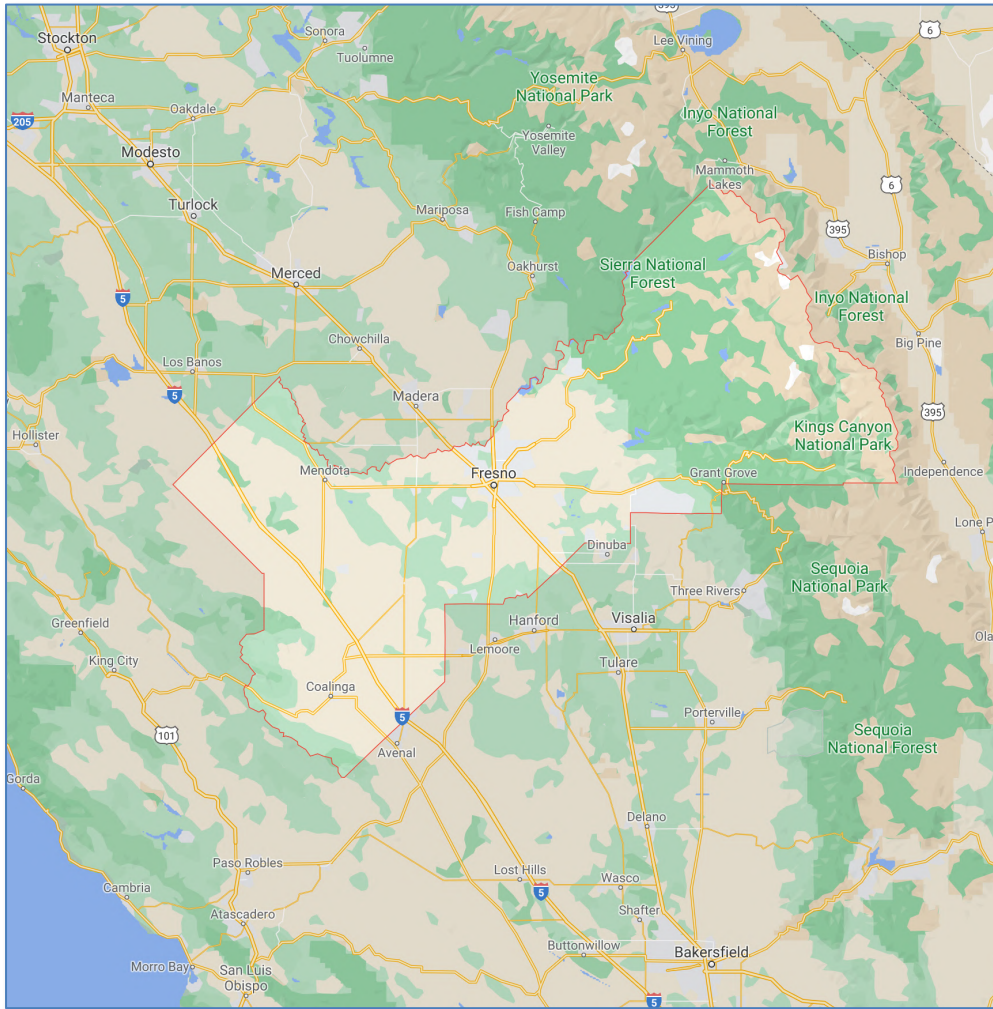
Economic forces tend to affect property values based upon the overall financial strength and viability of the region where the subject is located. When considering environmental forces, factors such as supply and demand, employment, expansion and economic base are considered.

Government forces can also have a great impact on property values through development policies, political climates, public services, and various other laws and restrictions.

It is important to analyze each of these four forces, as well as their associated characteristics, in order that a determination may be made as to specific impacts or influences on property values.

## Fresno County - Geographic

The community of Fresno is situated adjacent to the Sierra Nevada Mountains wherein is situated Yosemite National park, Kings Canyon National Park, and Sequoia National Park. All are within driving distance of less than 2 hours. In addition to these parks, the adjacent Sierra Nevada Mountains and their numerous lakes provide recreation for many families. The following map depicts the location of the county within the State of California.



The property is located in the County of Fresno, State of California. Fresno County is the sixth largest county in the State of California. The City of Fresno is the county seat and is the metropolitan trade area for the entire county. Most of the county

offices are located in the downtown district, with branch offices located throughout the county.

Fresno County contains approximately 6,000 square miles and is in the central sector of the State. It borders the counties of Tulare and Kings on the south, Monterey on the west, Madera, Merced and Mariposa on the north and Inyo on the east. The elevation varies from approximately 300' on the valley floor to 14,000' in the Sierra Nevada Mountain range.

The climate in the Fresno area is considered to be mild, ranging from a yearly average minimum of 49.9° to an average maximum of 76.2°, with an annual precipitation of 9.86", which comes principally during the months of November through April. Winters are generally mild with prevailing sunny weather. The summers are hot with temperatures ranging between 80° and 110°.

**Fresno County - Social**

Fresno County contains approximately 6,000 square miles and lies between the Sierra Nevada Mountains on the east and the Diablo Mountain Range on the west. Within the county are 15 incorporated cities and 11 unincorporated communities.

According to the Department of Finance, Fresno County had a 2016 population of approximately 984,202 and has increased to 1,026,681 as of January 2021. This represents a 4.32% increase since 2014. This equates to approximately 0.86% per year, which is typical for the county. The following chart depicts population figures for the county:

AREA	2016	2017	2018	2019	2020	2021
Clovis	65,792	110,277	113,501	116,609	119,175	121,834
Coalinga	16,541	16,793	16,516	16,944	17,199	16,748
Firebaugh	7,829	7,886	7,893	7,980	7,981	8,126
Fowler	5,978	6,096	6,161	6,220	6,454	6,601
Fresno	526,916	531,440	536,593	542,012	545,769	546,770
Huron	6,994	7,256	7,281	7,302	7,299	7,404
Kerman	14,725	14,967	15,335	15,767	15,950	16,118
Kingsburg	11,964	12,181	12,397	12,551	12,883	13,084
Mendota	11,386	11,789	12,201	12,278	12,514	12,448
Orange Cove	9,352	9,391	9,443	9,460	9,456	9,581
Parlier	15,361	15,410	15,460	15,658	15,890	15,828
Reedley	25,427	25,496	25,797	25,873	25,917	26,087
Sanger	25,781	26,100	26,418	27,005	27,185	27,353

AREA	2016	2017	2018	2019	2020	2021
San Joaquin	4,081	4,098	4,124	4,144	4,142	4,145
Selma	24,064	24,287	24,327	24,402	24,436	24,487
<b>BALANCE OF COUNTY</b>	170,011	170,306	170,813	170,990	171,108	170,067
<b>INCORPORATED</b>	814,191	823,467	833,447	844,205	852,250	856,614
<b>COUNTY TOTAL</b>	984,202	993,773	1,004,260	1,015,195	1,023,358	1,026,681

Source: California Department of Finance

Most recreation and tourism revenue is obtained from proximity to Yosemite, Sequoia, and Kings Canyon National Parks in the Sierra Nevada Mountain Range. All are located within a 2-hour drive from Fresno.

### **Fresno County - Economic**

Economic forces tend to relate to the overall financial strength and condition of the region and city. It is important to consider such factors since they have a direct impact on development, affordability and employment.

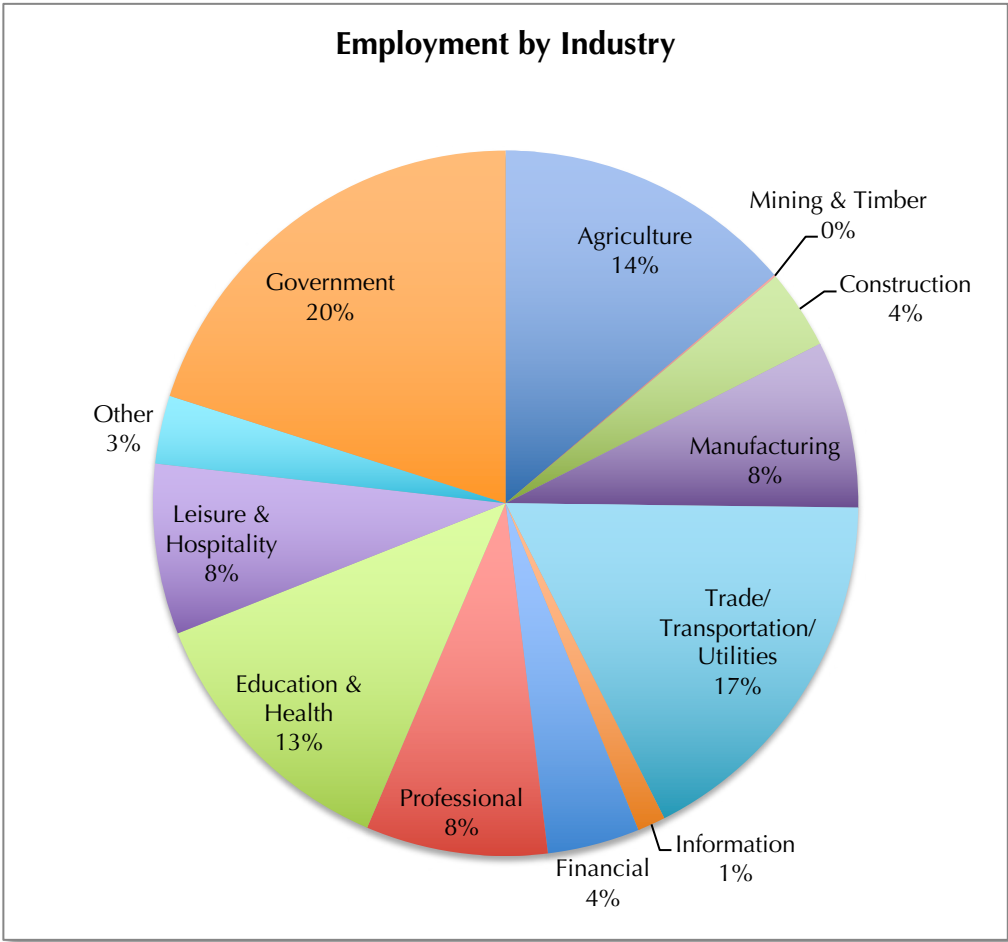
The economic base of Fresno County is predominantly agriculturally oriented since Fresno County is the number one agriculture-producing county in the United States. Almonds, grapes, cotton, cattle and calves, milk, tomatoes, plums, poultry, oranges, peaches and nectarines, and alfalfa hay are among the largest income producers and helped produce a gross farm income of \$7.7 billion in 2019, a decrease of 2.3% over 2018 and ranking 1<sup>st</sup> in the State. Industry related to agriculture, wholesale distribution, recreation, and tourism are the other components of the stable Fresno economy.

Industries related to agriculture include processing of fresh fruit, nuts and citrus. Farm machinery products, implements, and irrigation pumps are manufactured, along with wine, fertilizers, insecticides, sheet and bottle glass.

While the government tends to be the largest single employer in the City and County of Fresno, there are also a number of private sector employers as well. Major employers in the private sector include C&S Wholesale Grocers, Save Mart supermarkets, Zacky Farms, Pacific Bell, PG&E, Community Hospital, Beverly Health, Schneider Electric, Kaiser, and the Fresno Co. Equal Opportunities Commission. When combined, public and private sector employers account for a significant number of jobs within the City of Fresno as well as the County of Fresno.



Although agriculture serves as the primary economic base, there are a number of other industries that make large contributions to the economic base. The following chart outlines the various market segments that are occupied by the major industries in the county:



The above chart clearly shows that agriculture is a major employment sector in the county. However, government, education and health and trade are the three other major industries in the county. Combined with agriculture, these four industries occupy approximately 64% of all employment sectors in the county.

The unemployment rate in Fresno Co. was 9.9% as of March 2021. This was about the same as the prior month as well as the the overall unemployment rate for the

same period in 2019. The high unemployment is directly related to the mandatory state lockdowns resulting from COVID-19. In addition, the number of persons dropping out of the workforce has also impacted the calculation of the unemployment rates. The following chart outlines average unemployment rates since 2016 and into 2021.

<b>PERIOD</b>	<b>RATE</b>
2016	9.5%
2017	8.5%
2018	7.6%
2019	7.2%
2020	8.1%
Oct 2020	9.7%
Nov 2020	8.5%
Dec 2020	10.0%
Jan 2021	10.0%
Feb 2021	10.0%
Mar 2021	9.9%

Unemployment rates have ranged from approximately 6% to 19% since 2008, with the average unemployment rate of 8.1% for 2020. This represents an approximate increase of 1.1% since 2019. The increase in unemployment can be attributed to changes in economic conditions in the local, state and national economies as well as a decline in the labor force. The unemployment rate has fluctuated from approximately 8.0% to 17.0% throughout the past year and it is expected that the unemployment rate will continue to fluctuate due to economic uncertainties. In recent months, the unemployment rate spiked substantially related solely to the State lockdown and the COVID-19 pandemic.

Apart from agriculture, education, medical and government account for the other primary employment sectors in the region. The total labor force within the metropolitan area is 442,464, a 2.3% decrease over the same period in 2019. A listing of major private sector employers in the county is as follows:

<b>EMPLOYER</b>	<b>INDUSTRY</b>	<b>EMPLOYEES</b>
Community Medical Center	Healthcare	4,600
Saint Agnes	Healthcare	2,075
Beverly Enterprises	Healthcare	2,000
Kaiser Permanente	Healthcare	2,000

<b>EMPLOYER</b>	<b>INDUSTRY</b>	<b>EMPLOYEES</b>
Schneider Electric	Manufacturing	1,965
Children's Hospital	Healthcare	1,754
Quinn Group, Inc.	Manufacturing	1,178
AT&T	Communications	1,000
Zacky Farms	Turkey Growers	915
The Nelson Group	Auto Sales	617

### **Fresno County - Transportation**

State Highway 99 is north/south freeway providing vehicular highway routes to the inland valley towns. This freeway carries large volumes of private and public commercial traffic. Railroad transportation within Fresno County consists of both the Union Pacific Railroad and the Burlington Northern -Santa Fe Railroad. These railroads provide freight service to northern and southern California. Amtrak provides limited passenger service from Fresno to both Los Angeles and the San Francisco Bay area. Commercial air transportation within Fresno County is located at the Fresno Yosemite Air Terminal. Several large carriers, as well as several small commuter airlines provide service. These airlines provide both passenger and freight service.

### **Fresno County - Government**

The government in Fresno County consists of 5 supervisory districts with one supervisor elected from each district, and a county administrative officer who is responsible to the Board of Supervisors. The board elects its own chair and vice chair on a rotating basis.

### **City of Fresno**

The City of Fresno is located in the central San Joaquin Valley and is located in the center of the State of California, approximately 180 miles south of the San Francisco Bay Area and 220 miles north of the Los Angeles metropolitan area.

The City is situated in the northeast sector of Fresno County. Fresno was incorporated in 1885 and has since grown to encompass approximately 72 square miles. It shares a common boundary with the City of Clovis at Willow Avenue. Fresno is primarily accessible from Highway 99, which extends through its boundaries.

## Population

As of January 2021, Fresno had a population of 546,770. The following shows the historical growth rate for the community in comparison to the City and County of Fresno as well as the State of California.

AREA	2016	2017	2018	2019	2020	2021
Clovis	65,792	110,277	113,501	116,609	119,175	121,834
Fresno	526,916	531,440	536,593	542,012	545,769	546,770
<b>COUNTY TOTAL</b>	984,202	993,773	1,004,260	1,015,195	1,023,358	1,026,681

The city's population has grown at an average rate of 0.75% annually since 2016. These figures are lower in comparison with neighboring Clovis and lower than that of the County. Fresno has grown at a rate that is below the general growth of the state.

According to the Fresno County Council of Governments, the population within the county is expected to grow at a rate of 2.35% per year through 2025, which is well above the historic growth patterns. While growth has slowed within the community, it is expected that the community will remain consistent with the County and is expected to continue to outpace the County as well as the state of California.

## Employment

The total labor force in the community is approximately 226,453. Most of the people work within the greater Fresno/ Clovis region. As of March 2021, the unemployment rate within the community was 7.9%. This was a slight increase over the prior month (February 2021 @ 8.4%), which was primarily due to changes in seasonal agricultural employment and loosening of the state lockdowns and restrictions related to COVID-19.

Jobs within the community are concentrated within the education and retail industries. The top employers within the city are as follows:

Ranking	Company	Description	Employees
1	Community Medical Centers	Healthcare	5,327
2	City of Fresno	Government	4,142

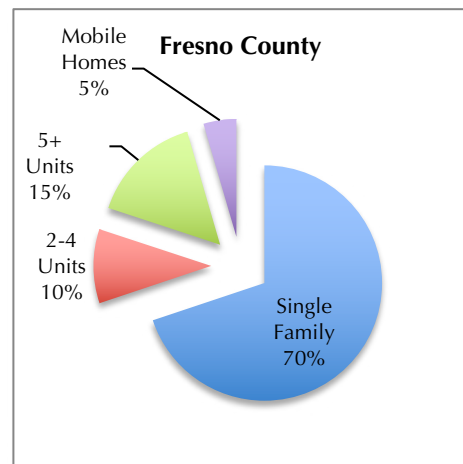
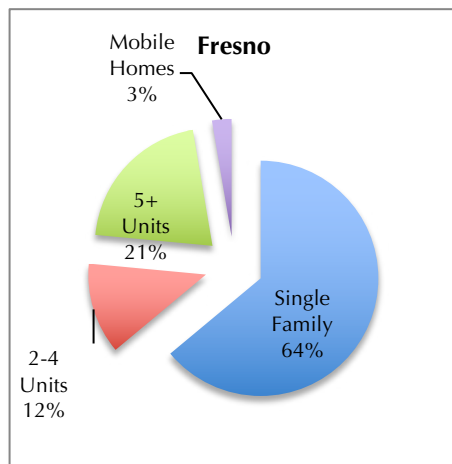
Ranking	Company	Description	Employees
3	Kaiser Permanente	Healthcare	2,542
4	St. Agnes	Healthcare	2,192
5	Golden Living	Healthcare	2,000
6	CSUF	Education	1,719
7	State Center Community College	Education	1,193
8	Fresno County EOC	Government	1,114
9	AT&T	Communications	1,000

Median household income in Fresno is below that of Fresno County in terms of both absolute income as well as income gains. Fresno’s median income rose approximately 65% between 2000 and 2019 indicating an annual increase of 3.5%, which was almost equal to that of Fresno County. The income growth in the County and City were slightly below that of the State.

Median Household Income			
Area	2000	2019	Annual Change
Fresno	\$32,236	\$53,161	3.4%
Fresno County	\$34,930	\$57,518	3.4%
California	\$46,802	\$78,105	3.5%

### Housing

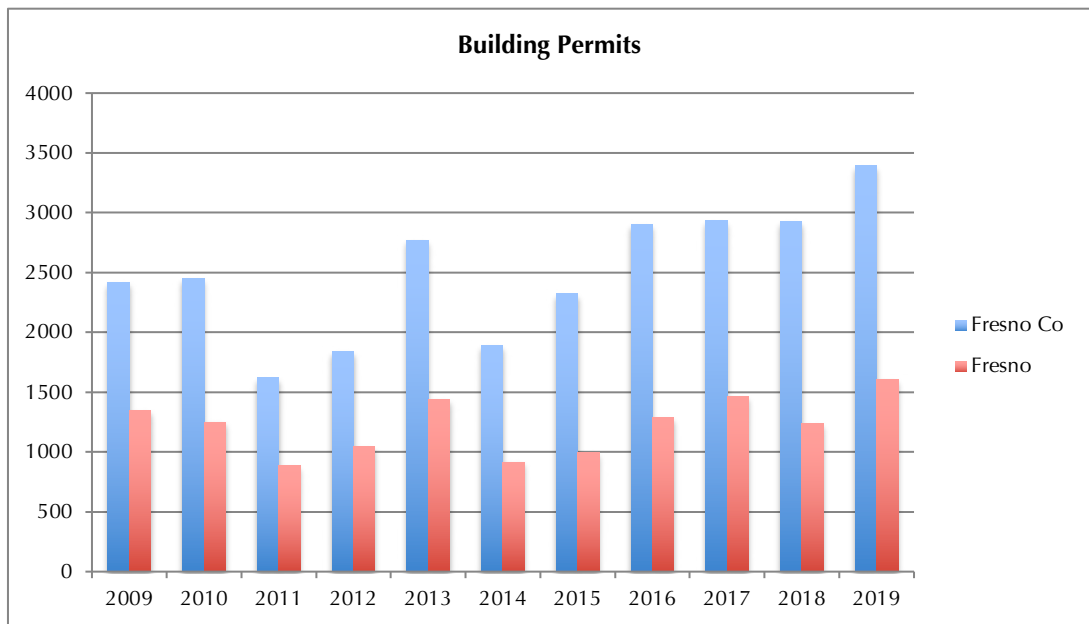
Fresno has a mixture of old and new housing within the community. Approximately 64% of the total are attached and detached single-family housing units, which is slightly more than the county average.



Approximately 68% of housing in Fresno is owner-occupied, while the balance is renter occupied. Residential development in the community has been consistent over the past 5 to 10 years as evidenced by the population growth.

According to the State Department of Finance, Fresno had a total of 183,334 housing units as of January 2021. Over the past decade, the community has added 11,163 housing units reflecting an 6.5% overall gain. This gain was slightly below that of the county, which experienced an approximate 7.0% gain during the same period.

Construction within the community was relatively high in comparison to Fresno County as well as the State of California. The following graph summarizes residential building permit activity since 2007.



As evidenced by the above chart, construction activity declined substantially in both the City and County until 2011. Additionally, both Fresno and Fresno County experienced the spike in building activity experienced by the State between 2004 and 2005. While the State began experiencing a decline in construction in 2006, activity in the County and City remained consistent. Strong declines occurred in 2007, 2008 and 2009 and again in 2013. The city and

county of Fresno remained fairly level between 2011 & 2015 while the state of California experienced an increase in construction activity during the same period. Improvements in construction activity are evident in 2013 and again in 2018. While activity in the county has remained somewhat level, activity within the City has continued to increase.

**Transportation**

Highway 99 is the primary State Highway serving the community. Highway 99 extends in a diagonal direction through the City providing access through the central portion of the State of California. Other highways that serve the community include Highways 41, 180 & 168. Highway 41 extends in a north direction through the City and up to Yosemite National Park. Yosemite National Park is an approximate 1.5 hours’ drive from Fresno.

The community also maintains a local transit system, Fresno Area Express or (FAX). Amtrak service is also available in the City of Fresno.

One major airport serves the area. This includes Fresno Yosemite International, which is located at the junction of Clovis and McKinley Avenues about 3 miles south of the city limits. A smaller airport, Chandler, also provides service for general aviation.

**Utilities & Services**

Fresno has all primary utilities and services available. The following is a listing of services and utilities and their respective providers.

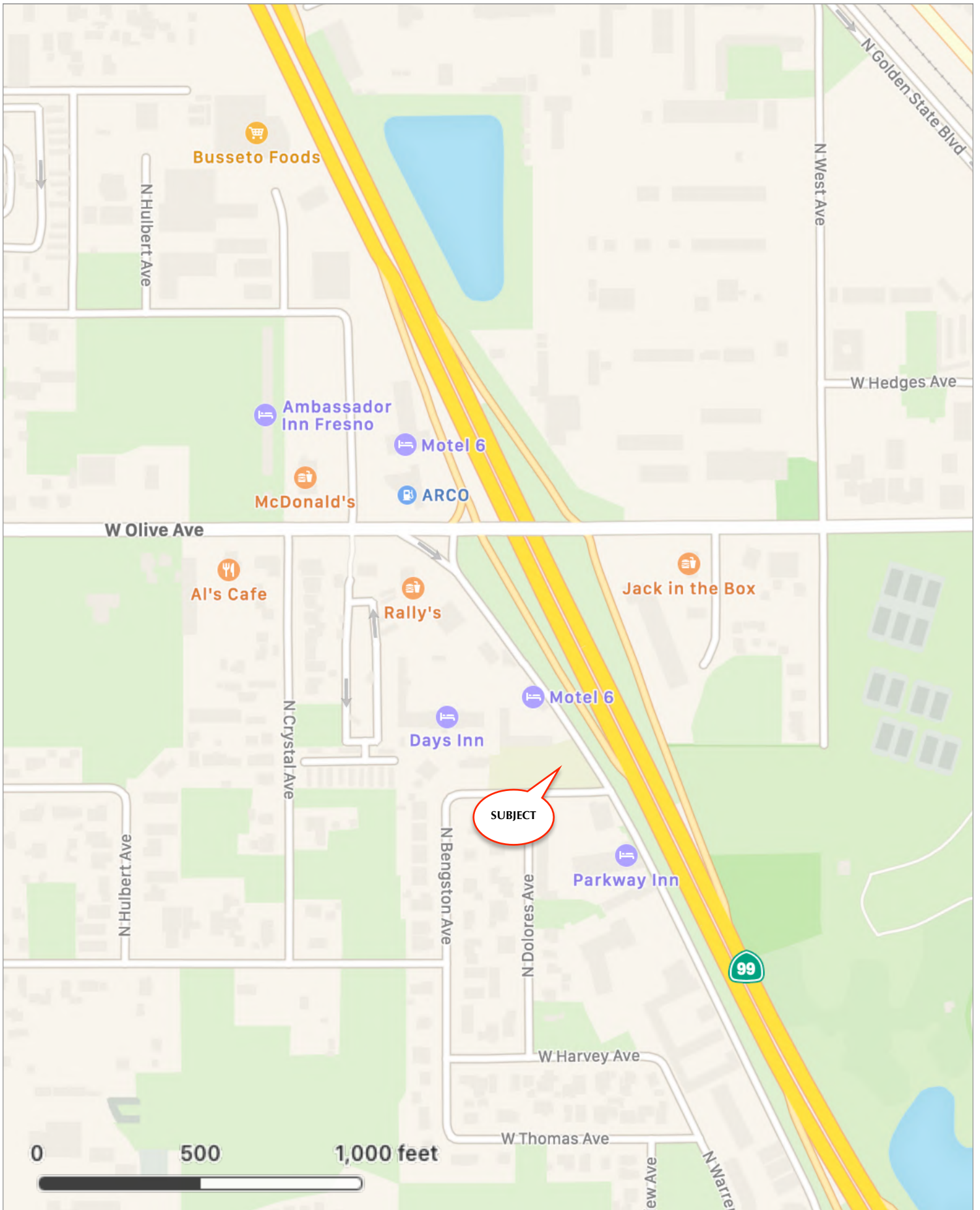
Service	Provider
Police	City of Fresno
Fire	City of Fresno
Electricity	Pacific Gas & Electric Company
Natural Gas	Pacific Gas & Electric Company
Water	City of Fresno
Sewage Treatment	City of Fresno
Garbage & Recycling	City of Fresno
Telephone	AT&T
Television & Broadband	AT&T, Comcast, Xfinity

## **Summary**

The community of Fresno has experienced consistent growth for several years and has grown at a rate of approximately 0.97% annually since 2013, below that of the City of Clovis but slightly above the County. Most of the labor force works within either the City of Fresno or Clovis for employment. Construction has slowed in recent years due to local, state and national economic conditions. It is not anticipated that there will be any major changes within the community in the foreseeable future.



# NEIGHBORHOOD MAP



**XV. Area Description:**

The property is situated in the southwesterly sector of the City of Fresno at the southwest quadrant of Highway 99 and Olive Avenue. The neighborhood is characterized by highway commercial development because of the proximity to the interchange. The subject is one of several old motels within the immediate area.

Growth in the area has been historically gradual and is primarily in the form of renovation of existing uses. Most of the property in the neighborhood is developed to commercial uses. The neighborhood is mostly built up and the area continues to improve as demand warrants. The following is a general breakdown and description of the neighborhood (Zip 93728).

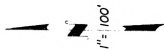
Neighborhood Characteristics				
Location	Average			
Built Up	>95%			
Dominate Land Use	Commercial			
Change in Present Land Use	None Expected			
Property Values	Stable			
Population (2020)	16,056			
Median Home Price	\$238,000 (Zillow – 5/2021)			
Median Income	\$36,545			
Demand/ Supply	Balance			
Dominate Occupancy	Tenant Retail			
Overall Rating	Good	Average	Fair	Poor
Adequacy of Shopping		X		
Adequacy of Utilities	X			
Employment Opportunities		X		
Police & Fire Protection	X			
Recreational Facilities		X		
Compatibility		X		
Protection Adverse Conditions	X			
General Appearance of Properties		X	X	
Appeal to Market		X	X	
Public Transportation		X		
Employment Centers		X	X	
Freeway Access	X			

# PLAT MAP

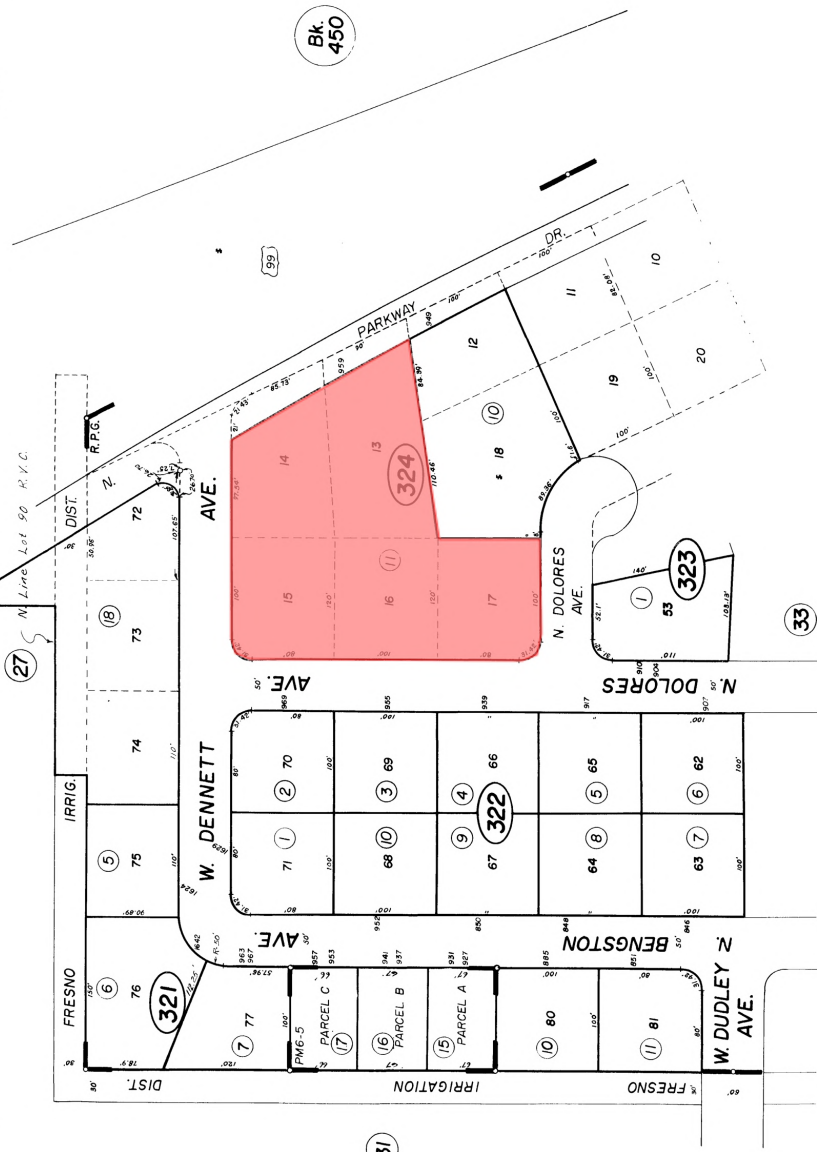
SUBDIVIDED LAND IN POR. SEC. 31, T.13 S., R. 20 E., M.D.B. & M.

449 - 32

Tax Area  
\$ .001  
\$ .150



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



Roeding Park Gardens - Plat Bk. 13, Pg. 37  
Parcel Map No. 72-98 - Bk. 6, Pg. 5

Assessor's Map Bk. 449 - Pg. 32  
County of Fresno, Calif.

1965

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

**XVI. Site Description:**

The property consists of a single parcel of land making up an irregular shaped site in the southwestern sector of the City of Fresno. A basic description of the land is as follows:

**Location:**

The property is situated in the southwestern sector of the City of Fresno. It is more specifically situated at the southwest quadrant of Highway 99 and Olive Avenues. There is an interchange at the junction that provides access to traffic traveling both directions along Highway 99.

**Size & Shape:**

According to public records, the total site area is 62,726 SF. The property consists of an irregular shaped site that has a total of 195' of frontage along the west side of Parkway Drive, which is the primary access to the site. The property also has approximately 200' of frontage along the south side of Dennett Avenue.

**Zoning:**

The property is presently zoned **NMX** or **Neighborhood Mixed Use** by the City of Fresno. Most of the property surrounding the interchange is zoned the same. The following is a description obtained from the Fresno municipal code:

*“The NMX district is intended to provide for mixed-use residential districts that include local-serving, pedestrian-oriented commercial development, such as smaller independent retail shops and professional offices in two- to three-story buildings. Development is expected to include ground-floor neighborhood retail uses and upper-level housing or offices, with a mix of small lot single-family houses, townhomes, and multi-family dwelling units on side streets, in a horizontal or vertical mixed-use orientation. The NMX district provides for a scale and character of development that is pedestrian-orientated, designed to attract and promote a walk-in clientele, with small lots and frequent pedestrian connections permitting convenient access from*

*residences to commercial space.”*

The NMX zone designation is flexible as it allows for a variety of commercial and mixed uses along major thoroughfares. Properties that possess the zoning are typically developed to commercial and retail establishments. A summary of the zoning has been included in the addenda section. The following is a summary of the specific minimum lot requirements according to the municipal code:

Lot Area	N/A
Minimum Width	N/A
Minimum Depth	N/A
Building Height	40'
Front Setback	10'
Side Setback	None
Rear Setback	None
Corner Lot	None
FAR	1.50

In its present configuration, the property appears to conform to the current zoning and development standards.

**Utilities:**

All of the usual public and municipal utilities and services are available to the property. These services and providers include the following:

<b>Service</b>	<b>Provider</b>
Police	City of Fresno
Fire	City of Fresno
Electricity	PG&E
Natural Gas	PG&E
Water	City of Fresno
Sewage Treatment	City of Fresno
Garbage & Recycling	City of Fresno
Telecom	ATT/ Comcast/ Xfinity

**Topography & Drainage:**

The property is generally level and slightly above street grade. The site has been graded in such a way that drainage flows toward the street alignment and into a storm drainage system.

**Soils Conditions:**

A soils study was unavailable as of the date of appraisal. According to the attached soils map, the site is comprised of San Joaquin Sandy Loam with a Slope Grade of 1, Class 2 soils and a Storie Index of 80 and Hanford Coarse Sandy Loam with a Slope Grade of 2, Class 3 soils having a Storie Index of 31. Soils within the area are considered to be suitable for building purposes.

**Easements & CC&R's:**

A title report was furnished in conjunction with this assignment. Placer Title Company issued the report in March of 2021. It has been included in the addenda section. The following easements are referenced in the report:

	<b>Easement</b>	<b>Grantee</b>
7	Pole Lines & Incidentals	PG&E
8	Pole Lines & Incidentals	PG&E
17	Telecommunications	Landmark Infrastructure Holdings

**Streets:**

As discussed, the property fronts Parkway Drive, which serves as its primary frontage and access.

**Access and Exposure:**

Access and exposure are good.

**Offsite Improvements:**

Full offsite improvements are installed including concrete curbs, gutters, and sidewalks. All streets in the area are asphalt paved and all utilities are available. All streetlights are sodium vapor fixtures.

# National Flood Hazard Layer FIRMette

119°50'3"W 36°45'31"N



## Legend

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

**SPECIAL FLOOD HAZARD AREAS**

- 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*

**OTHER AREAS OF FLOOD HAZARD**

NO SCREEN *Zone X*

Area of Minimal Flood Hazard *Zone X*

Effective LOMRMs

Area of Undetermined Flood Hazard *Zone D*

**OTHER AREAS**

**GENERAL STRUCTURES**

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

Cross Sections with 1% Annual Chance Water Surface Elevation

- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study

**OTHER FEATURES**

- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

Digital Data Available

No Digital Data Available

Unmapped

**MAP PANELS**



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 **5/31/2021 at 1:08 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, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



119°49'25"W 36°45'3"N

Feet 1:6,000

0 250 500 1,000 1,500 2,000

Basemap: USGS National Map; Orthoimagery: Data refreshed October, 2020

**Environmental Conditions:**

**Toxic or Hazardous Waste:**

A hazardous waste study was unavailable at the date of appraisal. As of the date of appraisal, the appraisers have no knowledge of hazardous materials on the property and are not to be considered experts in this field. Any further inquiries as to hazardous waste on the property should be directed to knowledgeable and experienced individuals. If any such materials are discovered, it may have a negative effect on the overall value as reported herein.

**Seismic Hazard:**

The property is not within a special study zone as determined by the Alquist-Priolo Earthquake Fault Zoning Act.

**Flood Hazard:**

The property is within Special Flood Hazard Zone X; defined by FEMA as per Panel No. 06019C1565H. Flood Zone X is defined as "*Areas of minimal flooding.*" Any other flooding situations have been corrected by upstream damming and flood control ponds and basins.

**Wetlands:**

The property is not within an apparent wetlands area.

**Summary:**

In summary, the property consists of a commercial parcel of land in the southwestern sector of the City of Fresno. It is developed to a 65-room motel that was constructed in the 1960s. The property is well located and has good visibility to Highway 99.



**XVIII. Improvements Description:**

The development consists of a 65-room motel. The improvements were reportedly constructed circa 1964. The rooms are contained within a single 2-story building. There is an open parking area and public open space. The following is a discussion of the improvements constructed on the property.

**Size:**

There is a gross building area of approximately 29,607 SF. There is a single irregular shaped building constructed on the property in addition to the office and manager quarters.

**Foundations:**

Foundations consist of perimeter-type concrete footings and floor slabs. The floor slab is poured over a vapor barrier and sand fill and is expected to be 3" to 4" thick.

**Exterior Walls:**

Exterior walls consist of Class "D" wood frame construction. Exterior walls are covered with a combination of stucco and wood siding.

**Roof:**

The roof consists of a pre-engineered beam-and-truss system that is sheeted with plywood and built up. The roof is covered with a composition roofing material.

**Floors:**

All floors consist of concrete floor slabs that have been covered with wall-to-wall carpeting and resilient floor coverings. Some storage and mechanical areas may have exposed concrete floors.

**Interior Walls:**

All interior walls consist of 2x4 studs set 16" on center which have been covered with sheetrock. All of the sheetrock has been taped, textured, and painted.

**Ceilings:**

Ceilings consist of textured and painted sheetrock.

**Lighting:**

All lighting consists of incandescent and fluorescent fixtures.

**Plumbing:**

Plumbing is primarily restricted to the restrooms. Bathrooms typically have three fixtures that typically include the water closet, lavatory, and tub shower combination. There are various fixtures scattered around the property for landscape maintenance.

**Heating/Cooling:**

Rooms are heated and cooled by wall mounted air conditioning units. Public areas are heated and cooled by a central air conditioning system.

**Age/Economic Life:**

The building improvements were reportedly constructed in 1964 and have an actual age of 57 years. The total economic life is 60 years. The effective age is 40 years and the remaining economic life is 20 years.

**Condition:**

The overall condition of the property is fair to average.

**Quality:**

The overall quality of the building improvements is average.

**Parking:**

There are parking areas developed around the exterior of the buildings. There are approximately 57 spaces indicating a basic parking ratio of 0.88 spaces per unit.

**ADA Compliance:**

Because of the age of the improvements, it is assumed that building is **NOT**

fully compliant with current ADA requirements. Should further information be necessary, it is recommended that an independent survey be taken with regards to specific ADA compliance.

**Furniture, Fixtures & Equipment (FF&E):**

As extensive interior inspections were not made, it is assumed that each room has one or two beds, 2 night stands, a small dresser, small refrigerator, microwave and 2 chairs and 3 lamps and or light fixtures. Some rooms appear to have futons. In addition, three of the rooms have kitchenettes. The total contributory value of all FF&E is estimated to be \$3,000 per room.

**Miscellaneous:**

Other onsite improvements consist of a parking area and landscaping. The building improvements are in fair to average condition. There are no other notable improvements on the property.

**XIX. Highest and Best Use:**

In the valuation of the subject property, consideration has been given to its highest and best use also known as the most probable use. The highest and best use analysis involved a study of the present use of the property, uses of surrounding properties, and zoning availability for the subject. "Highest and best use" may be defined as follows:

**Highest and Best Use:**

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. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability. (The Dictionary of Real Estate Appraisal, Fifth Edition, pub. 2010)

**Highest and Best Use of Land or a Site as Though Vacant:**

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements. (The Dictionary of Real Estate Appraisal, Fifth Edition, pub. 2010)

**Highest and Best Use of Property as Improved:**

The use that should be made of a property, as it exists. An existing property should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. (The Dictionary of Real Estate Appraisal, Fifth Edition, pub. 2010)

In order to ascertain the highest and best use of a piece of property, including the land as if vacant and the property as improved; the use must meet four criteria. The criteria that must be met for the highest and best use include a use, which must be physically possible, legally permissible, maximally productive, and financially feasible.

As discussed throughout the appraisal, the property is developed to a motel located in southwest Fresno at the Highway 99 and Olive Avenue interchange. The site is situated in an area of similar developments with retail, highway commercial and residential uses located in the surrounding neighborhood. The following is an analysis of the highest and best use of the property.

**A. Land As if Vacant:**

**Legal Permissibility:**

The property is zoned NMX by the City of Fresno which is a *Neighborhood Mixed Use* zone district. The property is designated for NMX or *Neighborhood Mixed Use* development under the general plan. The following summarizes the particular requirements for the minimum site standards.

	<b>Minimum Parcel</b>	<b>Subject Property</b>
<b>Zoning</b>	NMX	NMX
<b>Minimum Lot Area</b>	No Requirement	62,726 SF
<b>Minimum Depth</b>	None	Conforms
<b>Minimum Width</b>	None	Conforms
<b>FAR</b>	1.50	0.90
<b>Building Height</b>	40'	Appears to Conform
<b>Front Setback</b>	10'	Conforms
<b>Rear Setback</b>	None	Conforms
<b>Interior Side Setback</b>	None	Conforms
<b>Street Side Setback</b>	10'	Appears to Conform

In its current configuration, the site appears to conform to the basic zoning standards as set forth by the city.

**Physical Possibility:**

The second factor given consideration is whether or not a development is physically possible on the property. The site contains a total of 62,726 SF and physically conforms to the basic zoning requirements. There are other properties in the immediate area that are similar in size, zoning configuration and use. When comparing the subject to other properties in the area, it is evident that it has the

ability to be developed to commercial uses similar to other properties in the neighborhood.

**Financial Feasibility:**

The best test of financial feasibility is typically through an analysis of the income and expenses for a potential or given development. Due to historic growth patterns and current economic conditions, it is likely that the property would develop at the present time. There is adequate demand for additional commercial uses in the neighborhood.

**Maximum Productivity:**

The final factor given consideration is which type of development would be the maximum productive use of the site. The logical development for the subject is to commercial use such as hospitality or highway commercial uses. The site is of adequate size and shape to permit a medium to large sized development. The site is similar to other properties in the area and consistent with the current zoning designation. The most likely use of the property would be for commercial development consistent with the current zoning.

**Conclusion:**

The highest and best use of the land as if vacant is for investment for future commercial development that conforms to the *NMX* and *Neighborhood Mixed Use* zoning.

**B. Property As Improved:**

As with the highest and best use as vacant, the four tests of highest and best use must also be applied to the subject considering the in-place improvements. Consideration must be given to the continued use of the subject as well as alternate uses for the site.

The subject consists of a 62,726 SF parcel of land. The property is developed to an older motel. Other uses in the immediate area include similar motels, retail uses, and service commercial uses. In addition to the Highest and Best Use as is, additional uses are also considered. They include demolition, expansion,

conversion and renovation. These concepts are analyzed as follows:

**Demolition:**

One alternative use would be to demolish the existing improvements and create a vacant site. In order for demolition to be viable, the value of the land as vacant must exceed the property value as improved including the cost of demolition. Demolition would not be prudent due to the age, quality and condition of the building.

**Expansion:**

Expansion of the existing facility is unlikely. There is insufficient site area to expand the improvements beyond their existing configuration.

**Conversion:**

The property is developed to an older motel. Alternate uses would be interim housing for homeless individuals or affordable housing.

**Renovation:**

The improvements are in fair to average condition. Minimal financial records were available or provided to determine whether the renovation of the property is financially feasible. The property appears to be in full operation. It is unlikely that renovations would generate additional income for the property.

**Conclusion:**

The highest and best use is to continue the current use of the property.

**XX. Market Analysis:**

The subject is defined as an franchise lodging property operated by an owner/user. The property is within Fresno, which is within Fresno County. The primary influence in the area has been a transient or tourism-based economy. The property is situated in the southwest part of town at the Highway 99 and Olive Avenue interchange. The property has good visibility and access. It is within a neighborhood characterized by retail, service commercial and highway commercial uses. While there are a number of commercial uses in the neighborhood, including similar developments, there are no major retailers in the neighborhood. Competitive developments are generally similar lodging properties.

As mentioned in the area analysis, economic conditions within the State and the County have been improving over the past few years. However, because of the current COVID-19 pandemic, unemployment rates have skyrocketed to almost 20% within the county.

As a result of the economic difficulties that occurred in 2008/2009, the hospitality industry suffered from an over building with many projects throughout the country coming on line simultaneously. Coupled with the economic downturn, tourism declined and the industry struggled to absorb new rooms into the market. This trend continued until 2012 when occupancy rates began to improve as well as ADR.

Because of the recent lockdowns resulting from the pandemic, the hospitality industry has suffered high vacancy and lost revenues. Smaller independent facilities may have fared better, especially in smaller destination communities.

In conjunction with the assignment, financial records as well as STAR reports were requested. Minimal financial records were furnished. No STAR reports were available Therefore. It is necessary to use Costar in evaluating the local hospitality market. In analyzing data from Costar, consideration was given to central valley counties ranging from Kern County to San Joaquin County.

In analyzing the local market, consideration is given to sales of smaller lodging properties in the aforementioned counties. According to Costar, there have been a



total of 70 closed transactions of hospitality properties containing 75 rooms or more since 2Q2018 totaling \$362 million. At present, there is 1 property listed in the market. Sales prices have averaged \$57,555 per room with Capitalization Rates ranging from 4.1% to 12.5% with most properties in the 8.5% to 9.0% range. The average unit price has increased from 1Q2021 to 2Q2021. It appears that while the market has enjoyed stability in recent years, the COVID-19 pandemic has impacted the hospitality market adversely. However, with an end to the mandatory state lockdowns in sight, it appears that the market reaction has been positive.

In summary, overall economic conditions cautiously optimistic in California and in the central valley area. Along with the improvements, all sectors of the real estate market have also experienced economic difficulties resulting from the mandatory lockdowns and the COVID-19 pandemic. Although market is relatively small, it is expected that the area along with the rest of the State will continue to experience economic uncertainties in the foreseeable future.

**XXI. Property Valuation & Appraisal Premise:**

In estimating the market value of the majority of real property, data is collected and analyzed from the market regarding recent sales of comparable properties, current building costs, and rental data and return on investment rates in the analysis of income. Three different approaches to value are traditionally evaluated using collected market data and analyzing trends in the local economy. These approaches are:

- **The Sales Comparison Approach**
- **The Cost Approach**
- **The Income Approach**

Depending upon the type of property being appraised, these methods have varying degrees of applicability, which the appraisers have selected after analysis.

In the Sales Comparison Approach, the appraisers derive a value indication by comparing the property being appraised to similar properties in competitive areas that have recently sold or been offered for sale. This procedure is accomplished by applying the appropriate units of comparison extracted from the market and then by applying adjustments to the sales prices of the comparable. This approach in the appraisal analysis is based upon the premise that an informed purchaser would pay no more for a property than a substitute property with equal utility.

The Cost Approach estimates the cost of replacing the improvements of the property. It involves the determination of the cost new of the improvements, less accrued physical deterioration and functional and/or economic obsolescence. To this remainder, the vacant land value is added to estimate a market value based on the Cost approach to value.

The Income Approach, in the analysis of properties, is used to derive a value indication by converting anticipated benefits from possible rental income into a value estimate. This approach takes into consideration possible risks of comparable properties and a rate of return or capitalization rate also derived from income expectancies in the present market.

In the case of this appraisal, the sales comparison and income capitalization approaches to value will be used.

As discussed earlier, several valuations will be considered in this appraisal including a hypothetical valuation of the property assuming the completion of upgrades and renovations after complete. The primary portion of the appraisal addresses this valuation. The remaining valuations will be addressed at the conclusion of this appraisal.

**A. Sales Comparison Approach:**

The Sales Comparison Approach is based on the theory of substitution, which considers a property's value to be in relation with that of sales of property with similar desirability and utility over a reasonable period of time. In this approach, a value will be estimated through analysis and comparison of sales of substitute properties over time. Depending on availability of data, the Sales Comparison Approach is generally widely accepted as a reliable method of valuation by market participants.

The market determines how appraisers are to analyze sales and extract meaningful units of comparison from which to draw a valuation conclusion. Most typically, units of comparison extracted from the sales are items such as price per square foot, price per unit, or price per acre. Other units of comparison are determined through an analysis of the income and expenses the property produces or is capable of producing. Items such as gross income multiples, effective gross income multiples, overall capitalization rates, and expense ratios are used in both the Sales Comparison Approach and also in the Cost and Income Approaches to value.

After the appraisers have identified the units of comparison most widely accepted by the market for the specific property type being appraised, the sales are then analyzed and sometimes adjusted for differences between the sales and the subject property. Adjustments are typically made for items such as property rights conveyed, financing, motivation of the buyer or seller,

## Comparable Improved - Hospitality Properties

#	Location	Date Document	Grantor Grantee	Sales Price	Building (SF) Total Units	Offsites Orientation	Year Built	\$/sf \$/Unit
1	6717 Plymouth Rd Stockton, CA 95207	Mar 12, 2021 45007	G6 Hospitality Avas Hospitality	\$5,460,000	36,496 77	Full Interior	1970	\$149.61 \$70,909
2	8595 E Lacey Blvd Hanford, CA 93230	Dec 17, 2020 24731	Suryakant Patel Stardust KTHA, LLC	\$1,450,000	13,440 21	Full Interior	1961	\$107.89 \$69,048
3	1400 S. Mooney Blvd Visalia, CA 93277	Nov 19, 2020 75172	Raghu & Gita Patel Trust Mooney Sequoia, LP	\$3,700,000	14,312 50	Full Interior	1963	\$258.52 \$74,000
4	1920 Orangeburg Avenue Modesto, CA 95350	Dec 18, 2019 4983837	G6 Hospitality D Winne Hotel, LLC	\$5,864,000	24,720 100	Full Highway	1977	\$237.22 \$58,640

changes in property values over time, or physical differences between the sales and the property being appraised. In the case of this appraisal, the property will be analyzed based upon a price per unit and price per square foot as the components of comparison.

**1. Improved Motel Projects & Sales Analysis**

In valuing the property as improved, consideration is given to sales of similar properties that are used as a basis of comparison. The sales that were used include four hospitality sales from the region. The sales are situated throughout the San Joaquin Valley between Kern and Sacramento Counties. All of the sales occurred during 2019, 2020 and 2021.

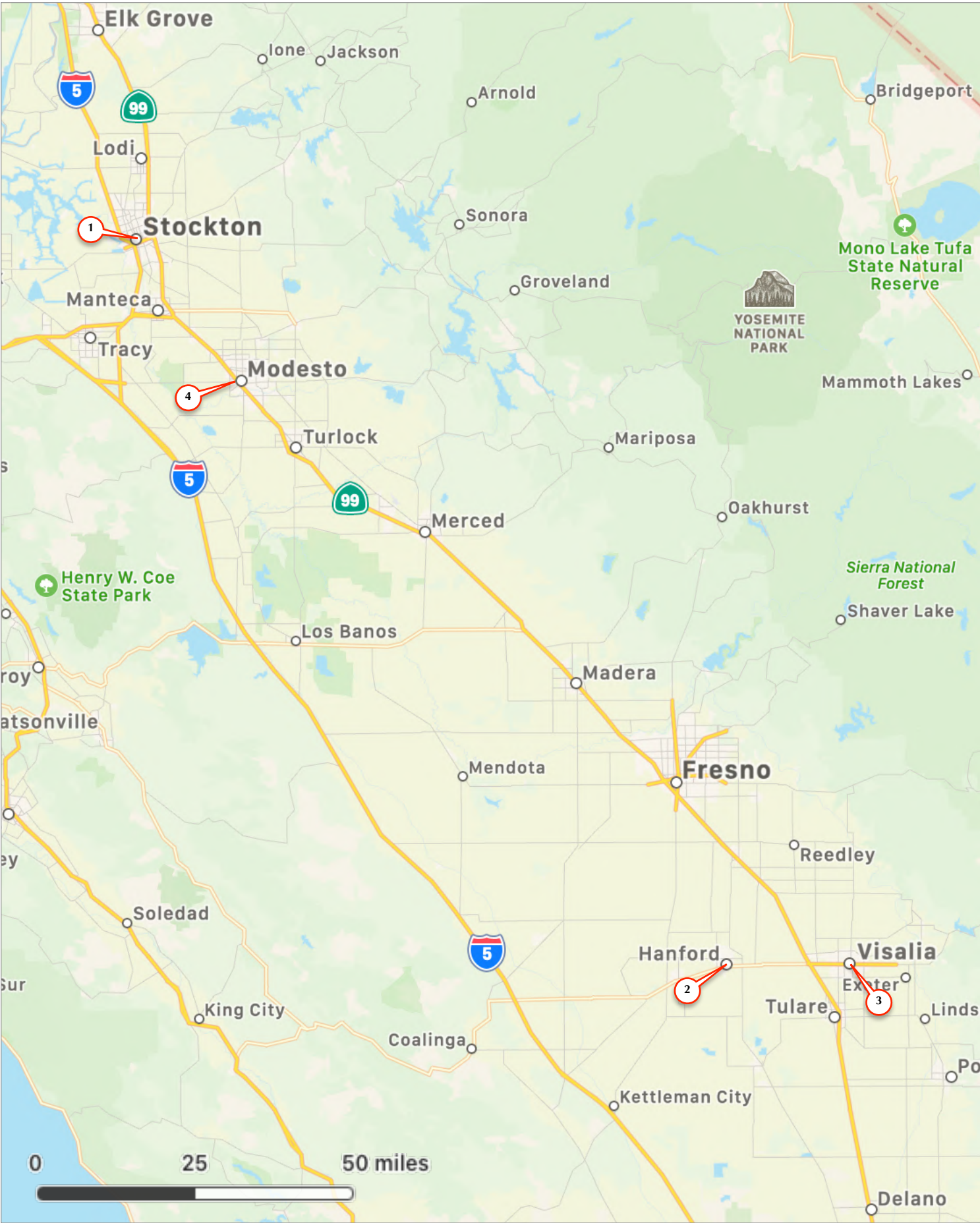
In selecting sales, consideration was given to the usual indicators such as time, date, location, etc. Sales in heavily urbanized areas such as the San Francisco Bay area and Los Angeles Basin were not used. Sales were geographically situated in the San Joaquin Valley.

Because the project represents an existing property, an attempt to located sales of older facilities was made. All of the sales found are of a similar vintage constructed around a similar time frame.

The unit price per room is typical and widely used unit of comparison in the open market and is thus used in the valuation of the subject in the sales comparison approach. The sales are summarized in chart form on the facing page with detailed data sheets in the addenda section. The following is a discussion and analysis of the sales included in the appraisal.

**Sale 1** consists of a former Motel 6 located in Stockton. This sale represents the most recent transaction included in the analysis. Improvements consist of a 77 room limited service motel that was developed in 1970 and remodeled after its acquisition. The property was acquired in March of 2021 for \$5,460,000. The property was in average condition at the time of sale and was well located along a major thoroughfare. The basic purchase price was based on \$70,909 per room.

# IMPROVED SALES MAP



**Sale 2** consists of a smaller independent motel located in Hanford. This sale occurred in December of 2020. Improvements consist of a 12103 room limited service motel that was developed in 1961. The property was acquired in December of 2020 for \$1,450,000. The property was in fair to average condition at the time of sale and was well located along a major thoroughfare and has highway exposure. It was acquired by the local housing authority for transitional housing. The basic purchase price was based on \$69,048 per room.

**Sale 3** consists of an independent motel located in the City of Visalia along Mooney Boulevard. The property has good frontage and visibility. The property consists of a 50-room facility constructed on 0.81 acre. It was developed in 1963 and was in average condition at the time of sale. The property was acquired in November of 2020 for \$3,700,000 or \$74,000 per room.

**Sale 4** consists of a Motel 6 located in the City of Modesto. The facility contains 100 rooms. It was in average condition at the time of sale. The property was developed in 1977. It is well located and has good frontage and visibility. This was part of a bulk sale of multiple Motel 6 properties. Prices were discounted based on the number of facilities purchased. The property was acquired in December of 2019 for \$5,864,000 or \$58,640 per room.

2. **Sales Adjustments & Analysis:**

Before selecting an appropriate unit value, it was necessary to adjust the comparable sales. Adjustments were considered for various transactional and physical differences. Transactional differences included property rights, financing, conditions of sale, and market conditions.

After a complete analysis of the sales, it was concluded that there were no adjustments necessary for transactional differences. An adjustment grid is included on the following page along with an analysis of the adjustments included in the appraisal.

	Sale 1	Sale 2	Sale 3	Sale 4
<b>Areas Of Comparison</b>				
Sales Price	\$5,460,000	\$1,450,000	\$3,700,000	\$5,864,000
<b>Property Rights Conveyed</b>	going concern	going concern	going concern	going concern
Adjustment	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Sales Price	\$5,460,000	\$1,450,000	\$3,700,000	\$5,864,000
<b>Financing</b>	Cash	Cash	Cash	CEQ
Financing Adjustment	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Sales Price	\$5,460,000	\$1,450,000	\$3,700,000	\$5,864,000
<b>Conditions of Sale</b>	Arms-Length	Arms-Length	Arms-Length	Arms-Length
Adjustment for Conditions	\$0	\$0	\$0	\$0
Adjusted Sales Price	\$5,460,000	\$1,450,000	\$3,700,000	\$5,864,000
Size	77 Units	21 Units	50 Units	100 Units
Unit Price	\$70,909 /Unit	\$69,048 /Unit	\$74,000 /Unit	\$58,640 /Unit
<b>Market Conditions</b>	Mar-21	Dec-20	Nov-20	Dec-19
Adjustment for Market Conditions	0.00%	0.00%	0.00%	0.00%
Adjusted Sales Price	\$70,909 /Unit	\$69,048 /Unit	\$74,000 /Unit	\$58,640 /Unit
<b>Physical Characteristics</b>				
Location	-10%	10%	0%	0%
Quality	0%	0%	0%	0%
Condition	-10%	0%	-20%	-20%
Age	0%	0%	0%	10%
Size	<u>10%</u>	<u>0%</u>	<u>0%</u>	<u>10%</u>
<b>Net Adjustment</b>	-10%	10%	-20%	0%
<b>Adjusted Sales Price</b>	\$63,818 /Unit	\$75,952 /Unit	\$59,200 /Unit	\$58,640 /Unit

	Pre Adjustment	Post Adjustment
<b>Minimum</b>	\$58,640 /Unit	\$58,640 /Unit
<b>Maximum</b>	\$74,000 /Unit	\$75,952 /Unit
<b>Average</b>	\$68,149 /Unit	\$64,403 /Unit
<b>Median</b>	\$69,978 /Unit	\$61,509 /Unit



***Property Rights***

All of the sales were going concern transfers similar to the subject. No adjustments were necessary.

***Financing***

All of the sales were acquired on a cash or cash equivalent basis. After analysis, it was determined that no adjustments were necessary.

***Conditions***

All of the sales are considered traditional sales and no adjustments are necessary.

***Time***

The sales occurred within 18 months of the date of value and are reflective of current market conditions. Although the COVID pandemic impacted the hospitality market as a whole, the subject and sale properties are similar. Three of the sales occurred during the pandemic with one sale (Sale 4) showing a similar pattern of value. No adjustments were warranted for this sale.

***Location***

Sale 1 was superior and required a downward adjustment while Sale 2 was inferior requiring upward adjustments.

***Quality***

All of the sales are similar in quality when compared to the subject. No adjustments were necessary.

***Condition***

Sales 1, 3 & 4 required downward adjustment for condition.

***Age***

Two of the sales required adjustment. Sales 1 & 4 required upward adjustment.

### **Size**

Size adjustments are typically made based on economies of scale. In the market, larger properties tend to sell for a lower unit price while smaller properties usually indicate higher unit values. There are of course exceptions. Sales 1 & 4 are significantly larger properties and require upward adjustment.

In analyzing the sales, specific consideration is given to all of the factors as discussed above. After considering all of the differences, it was determined that one of the sales required upward adjustment, two downward adjustment and one no net adjustment. When analyzing the sales they show the following:

	<b>Pre Adjustment</b>	<b>Post Adjustment</b>
<b>Minimum</b>	\$58,640	\$58,640
<b>Maximum</b>	\$74,000	\$75,952
<b>Average</b>	\$68,149	\$64,403
<b>Median</b>	\$69,978	\$61,509

The purpose of adjusting sales is to consider the differences in characteristics and make allowances for such comparing the sales to the subject. In selecting sales, it is a usual practice to select sales that are inferior and superior, developing a range of value effectively bracketing the subject. In this instance, greater emphasis is placed on the unit values after adjustment. The subject was developed in the 1960s. All are fairly similar in quality, condition and construction. A unit value of \$60,000 per room has been selected. Hence, the following:

Building = 65 Rooms @ \$60,000/Unit = \$3,900,000.00  
ADJUSTED TO = \$3,900,000.00

**B. Cost Approach:**

In the Cost Approach, the appraisers have considered the current costs of replacing the property or building improvements. When possible, the costs are obtained from a variety of sources that can include the Marshall Swift National Cost Index source, contractor's estimates, and the appraisers' own continuing cost files. These cost files consist of information on similar projects throughout the area, as well as existing projects in similar neighborhoods. The costs are then adjusted to comply with the immediate surrounding area.

The Cost Approach is typically most relevant when the property being appraised involves proposed or new construction or when it is a special use property and there is a lack of market data available. In addition, it is also useful in appraising very old properties where the remaining economic life on any building improvements is minimal.

The Cost Approach typically involves five steps, however, in some instances; one or more steps may be omitted. These steps include the following:

- **Estimate the land value**
- **Estimate the direct cost of the building and site improvements**
- **Estimate any indirect or soft costs**
- **Estimate a developer's or entrepreneurial profit**
- **Estimate and deduct any depreciation**
- **Combining the depreciated cost and land value**

Because of the age and property type, the cost approach is not used and purposely excluded from the analysis. The investment community would not consider this method in analyzing the property for a potential purchase. Its exclusion will not impact the credibility of the value reported herein.

**C. Income Approach:**

The final method of valuation used in the appraisal is the Income Capitalization Approach. In the analysis of properties, the Income Approach is used to derive a value indication by converting the anticipated benefits from possible rental income into a value estimate. This approach takes into consideration the possible risks that are associated with comparable properties as well as a suitable rate of return or capitalization rate. The capitalization rate is derived from the comparable sales that were discussed in the Sales Comparison Approach. There are essentially four steps in valuing the property in the Income Capitalization Approach. These include the following:

- **Estimating anticipated income**
- **Estimating and deducting a suitable vacancy rate and collection loss,**
- **Estimating and deducting applicable expenses**
- **Selection of a suitable capitalization rate**

After all vacancy and expenses are deducted from the anticipated gross income, the resulting net income is capitalized into a value estimate. Each of these steps will be discussed in further detail as they pertain to the project.

Because of the nature of the project, a direct capitalization method will be used in the valuation of the property. It is noted that minimal operating statements were provided in conjunction with this assignment. One of the greatest challenges in valuing older similar hospitality properties is that many are operated on a partly cash basis. In many instances, families live on site and personal expenses are rolled into the operation. Additionally, no STAR reports were provided outlining ADR, REVPAR or occupancy levels. In short, little operational information was provided outlining income, occupancy or expenses. The information includes is primarily based on market estimates and familiarity with the property type.

## Rent Comparables

### Limited Service Motels

	Property	Year Built	Total Rooms	Type	Rates	Flag	Amenities
1	Roadway Inn 1240 N. Crystal Avenue Fresno, CA 93728	1982	98	Limited	\$50 - \$60	No	None
2	Travel Inn & Suites 1444 W. White Avenue Fresno, CA 93728	1962	60	Limited	\$55	No	None
3	Ambassador Inn & Suites 1804 W. Olive Avenue Fresno, CA 93728	1986	56	Limited	\$60 - \$90	Yes	None

**A. Income:**

The first step in calculating the income for the project is to analyze historical income in comparison to market norms for similar properties. Hospitality facilities are typically analyzed based on an average daily rate (ADR) or the total income generated per room based on the average income per paid occupied room in a given time period also known as REVPAR.

As discussed earlier, there is minimal historical financial information to develop an opinion of income. No financial information was available as to 2020 or 2021 rates however, the average daily rate is likely minimal in relation to the COVID-19 pandemic and the mandatory shutdown. As a result, it is necessary to analyze other projects in the area.

In analyzing the market, consideration is given to three competing properties in the neighborhood. All are similar in age, quality and design when compared to the subject and are comparable in location. They are summarized on the facing page:

**Comp 1** is a Roadway Inn located in the same area as the subject. It is newer than the subject and contains 98 rooms. Rates vary from \$50 - \$60. The property is similar in condition.

**Comp 2** is a Travel Inn & Suites located in the same area as the subject. It is older than the subject and contains 60 rooms. Room rates average \$55 per night. The property is similar in condition.

**Comp 3** is the Ambassador Inn and Suites located in the same neighborhood. It is newer than the subject and contains 56 rooms. Rates vary from \$60 - \$90. The property is similar in condition.

The above asking rates are typically known as Rack Rates or advertised rates, which are typically higher than actual averages attained by hospitality properties.

Although financial information was not provided for the assignment, a survey of the properties website indicated asking rates vary \$77 - \$90 per night. When compared to other similar properties in the area, the asking rates appear to be lower but in line with the market considering the age and condition of the subject.

In this instance, a rate of \$70 per night is projected for the subject.

**B. Occupancy:**

At this point it is necessary to project an occupancy rate for the subject. No historical occupancy information was provided. Such properties typically indicate higher occupancy during the summer season and holidays with lower occupancies during the offseason. In general, the hospitality industry typically indicates average occupancy rates that vary from 65% to 75%. Newer more modern properties tend to show higher occupancy while older, more marginal properties tend to indicate lower occupancy.

Because of the COVID 19 pandemic, the hospitality industry has struggled significantly. Several publications have indicated that the industry recently achieved a market wide occupancy of 50%. Older properties that are non-franchised experience lower occupancies. The subject fits into this category.

The subject is considered an older and marginal Class "C" type property. It suffers from some deferred maintenance and requires general maintenance and upkeep. In this instance, an overall occupancy of 55% is projected. With the ADR and occupancy calculated, the total potential room revenue can be calculated for the subject. Hence, the following:

<b>Component</b>	<b>Rent Calculation</b>
Room Rate $((\$70 * 65) * 365) =$	\$1,660,750
Potential Gross Room Revenue	\$1,660,750
Occupancy Rate	55%
Effective Room Revenue	\$913,413



**C. Expenses:**

In this analysis, it is necessary to estimate and deduct expenses for the development. Expenses are broken down into various categories as they pertain to the typical operation of the project. Expenses include Departmental Costs, Undistributed Costs and Management, Taxes and Insurance.

Departmental Costs are generally related to the rooms such as linens, maid service, etc. Undistributed Costs are associated with the operation of the property. Taxes, Management and Insurance are general fixed costs.

In analyzing expenses for the subject, two sources were used. They include 3 comparable properties that are located in a similar area. These projects are identified only by location and number of rooms for confidentiality reasons. In addition, the Host Almanac has also been considered. Adjustments were considered for the older report. Consideration is specifically given to limited service midscale/economy properties as well as those that are located along the interstate.

The expenses are based on market estimates. As mentioned earlier, little financial information was provided. The expenses are generally broken down on a per room basis and analyzed as such. The historical expenses will be used to project stabilized expenses for the subject. Hence, the following:

Expense	Market Range	Projection	Analysis
Departmental – Rooms	\$4,975 - \$8,032	\$162,500	This expense item is attributed to the expenses specific to a hospitality operation. It includes the costs for personnel as well as linens, housekeeping, food and beverage, etc. The Host Almanac indicates a range from \$4,180 to \$9,163. A stabilized figure of \$2,500 per room is used. Because of the property type, a rate below the range is indicated.
Undistributed Administrative & General	\$1,695 - \$3,535	\$65,000	This expense covers professional fees, credit card expenses, equipment costs and office supplies. The Host Almanac indicates a range from \$1,590 to \$2,773. A stabilized figure of \$1,000 per room is used in the analysis. A rate below the range is included due to the limited nature of the subject.
Undistributed Franchise	\$340 - \$1,412	\$26,000	This expense covers franchise fees for chain affiliation. The Host Almanac indicates a range from \$300 to \$1,500. A franchise fee is estimated at \$400 per room and is included.
Undistributed Marketing & Guest Entertainment	\$733 - \$1,253	\$52,000	The Host Almanac indicates a range from \$1,317 to \$1,500. A figure of \$800 per room has been included for this category.
Undistributed Property Operation	\$907 - \$1,280	\$78,000	The Host Almanac indicates a range from \$1,117 to \$1,542. A figure of \$1,200 per room has been allocated for this category.
Undistributed Utilities	\$1,001 - \$1,253	\$78,000	The Host Almanac indicates a range from \$1,069 to \$1,333. A stabilized rate of \$1,200 per room has been included. This covers all utilities including water, sewer, trash, electricity and gas.
Communication	\$238 - \$351	\$13,000	This expense covers all communications such as telephone service and repair as well as internet services. The Host Almanac indicates a range from \$114 to \$348. A figure of \$200 per room has been included.

Expense	Market Range	Projection	Analysis
Unallocated Management	\$406 – \$838	\$26,000	The Host Almanac indicates a range from \$298 to \$813. A figure of \$400 per room has been included, which is typical for the market.
Unallocated Property Taxes	\$633 - \$775	\$46,800	Property taxes are based on the mill rate for the area, which is 1.2%. In valuing properties, the real estate taxes assume transfer of the property resulting in an increased assessment. In this instance, a potential tax liability of \$46,800 is included.
Unallocated Property Insurance	\$212 - \$302	\$16,250	The Host Almanac indicates a range from \$256 to \$318. It is expected that the new owner will obtain a more market like rate. A figure of \$250 per room is allocated.
Replacement Reserves	-	\$27,402	No expense item was evident for replacement reserves. This expense typically covers various short-lived building improvements that require periodic replacement. A rate of 3% of the effective room revenue is included.
Total		\$590,952.00	-

**Summary:**

The projected expenses for the subject are \$590,952 or 65% of the effective gross income and are considered reasonable, especially considering the current market conditions for the property type.

**D. Capitalization of Income:**

In estimating a suitable capitalization rate, consideration is given to the market extraction of the capitalization rates from the Improved Sales as included earlier in the sales comparison approach. Consideration was also given to the **2Q2021 Investor Survey** as published by **RealtyRates.com** as well as general capitalization rate data generated from **Costar**.

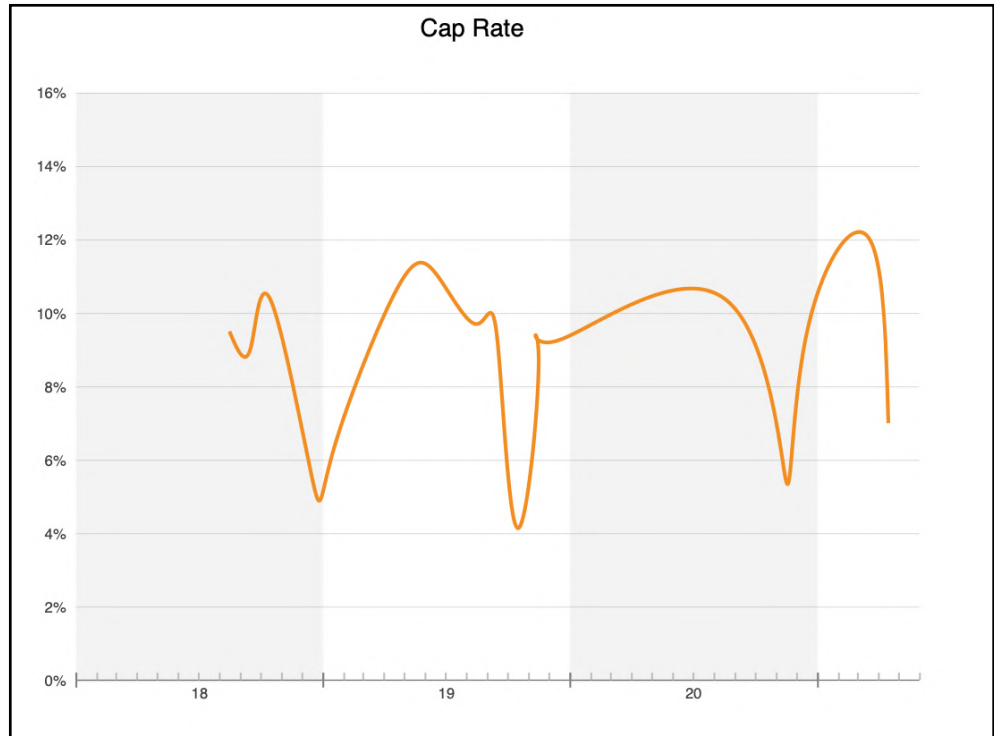
The following summarizes the capitalization rates as extracted by the comparable improved sales discussed in the sales comparison approach:

#	Date	Size	Age	OAR
1	03/2021	77 Rooms	1970	8.50%
2	12/2020	21 Rooms	1961	8.38%
3	11/2020	50 Rooms	1963	7.21%
4	12/2019	100 Rooms	1977	-

As shown above, capitalization rate info was extracted from three of the four sales. The sales show rates varying from 7.21% to 8.50%.

The **Costar** information service was also used to generate information on overall capitalization rates throughout the central coast. A survey of motel properties in the central San Joaquin Valley was prepared from Costar analyzing sales data in the valley over the past 5 years.

As shown on the graph below, rates have generally ranged from 4.00% to 12.00% since 2018. Most of the properties transferred at rates in the 6% to 10% range. This information is generated from smaller hospitality properties situated in the central San Joaquin Valley. Although rates have fluctuated, there is a general overall downward trend in rates. Based on the information, rates average between 6% and 10% at the present time.



Lastly, the Investors Survey as published by **RealtyRates.com** has also been used in conjunction with the sales data included in this report. Excerpts of the **Investors Survey** have been included in the addenda section. The **2Q2021** investors survey shows the following rates based on limited service lodging type properties.

Method	RANGE
DCR Technique	3.22% - 20.59%
Band of Investment	4.79% - 16.90%
Surveyed Rates	4.55% - 16.06%

After considering all of the rates indicated by the various sources, an overall rate of 8.00% is selected.

Effective Room Revenue	\$913,413
Less Expenses	<u>\$590,952</u>
Net Operating Income	\$322,461
Capitalization Rate	÷ 8.00%
Indicated Value	\$4,030,763
Adjusted To	\$4,031,000

<b>D. <u>Final Value Opinion:</u></b>	
Sales Comparison Approach =	\$3,900,000.00
Cost Approach =	Not Applicable
Income Capitalization Approach =	\$4,031,000.00
Value Conclusion =	<u>\$4,000,000.00</u>

In the case of this appraisal, consideration is given to the sales comparison and income capitalization approaches to value. In this instance, primary emphasis is placed on the sales comparison approach. No financial information was provided requiring greater reliance to be placed on the sales comparison approach. However, the property does produce income and an investor would analyze the income potential of the property. The current escrow price of \$3,234,000 is supported by the market.

**E. FF&E Valuation – As Is:**

Because of the property type, it is necessary to provide a breakout of FF&E. As discussed in the main body of the report, FF&E is minimal and generally limited to the rooms. A reasonable contributory value is \$3,000 per room. Based on this amount, the estimated contributory value of the FF&E amounts to \$195,000.

**XXII. Exposure Time:**

Exposure time is always presumed to precede the effective date of appraisal, while marketing time is expected to follow the effective date of appraisal. Exposure time is defined as follows:

**Exposure Time:**

- "1. *The time a property remains on the market.*
  
2. *The estimated length of time 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. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions. (Appraisal Standards Board of The Appraisal Foundation, Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Market Value Estimates," October 1992)."*

An exposure time of 12 months or less is appropriate for the subject considering current economic conditions.



# CERTIFICATION

**I, Gregg J. Palmer, certify:**

- That I have | ~~have not~~ made a personal inspection of the property that is the subject of this report, and have considered all of the pertinent facts affecting the value thereof.
- That all market data pertaining to the final value opinion has been accumulated from various sources and, where possible, personally examined and verified as to details, motivation and validity.
- That as of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute. I am also a Certified General Appraiser, per the Office of Real Estate Appraisers, State of California, License No. AG002880.
- That the statements of fact contained in this report are true and correct.
- That the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- That I have no present or prospective interest in the property or the transaction that is the subject of this report, and we have no personal interest with respect to the parties involved.
- That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- That my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- That our compensation for completing the assignment is not contingent upon the 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.
- That my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

# CERTIFICATION, CONTINUED

- That the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative(s).
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- That I have the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraisers' statement of qualifications in the Addenda.
- That the subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.
- That such appraisal has been made in conformity with the appropriate State and City laws, Title VI of the 1964 Civil Rights Act, and regulations, policies and procedures applicable to appraisal of right of way for such purposes, and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are non-compensable under the established law of such State and/or City.
- I have provided no services regarding the subject property as an appraiser or in any other capacity within the three-year period immediately preceding acceptance of this assignment.
- I have provided services regarding the subject property as an appraiser or in any other capacity within the three-year period immediately preceding acceptance of this assignment.
- Please note that Joshua J. Palmer Provided significant assistance in preparing the appraisal. He assisted in the inspection, valuation, opinions and conclusions herein.
- Please note that Joshua J. Palmer Provided assistance in preparing the appraisal. He inspected the property, took photographs and provided area analysis.



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Gregg J. Palmer, MAI  
AG002880 - Expires 4/24/2022

# GREGG J. PALMER, MAI

## QUALIFICATIONS SUMMARY

Comprehensive experience in the appraisal of complex commercial, industrial, residential, apartment, agricultural, and special purpose properties. Qualifications include MAI with the Appraisal Institute and candidacy as SR/WA with International Right of Way Association. Additionally, certified with the California Office of Real Estate Appraisers and holds a Bachelor of Arts Degree in English from Fresno State University.

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## CLIENT PROFILES

Performed a wide range of appraisal assignments for financial, legal, public, and private sector clients including:

**Financial:** Regency Bank, Western Bank, Great Western Bank, Fresno Bank of Commerce, San Joaquin Funding, Builders Mortgage, Cambridge Capital, Mercury Savings & Loan, Republic Savings & Loan, PV Financial, Central Bank, American National Bank, University Savings & Loan, Mitsubishi Bank, Bank of California, Pacific First Bank, Tokai Bank, Wells Fargo Bank, Mineral King Bank, Capital Bank, Imperial Thrift, United Security Bank, TOPA Thrift & Loan, Money Store Investment Corp., Banc One, Bank of the Sierra, WestAmerica Bank, Cypress Coast Bank, Stockton Savings Bank, Met-Life, Coopers & Lybrand, Truckee River Bank, CB Commercial, J.P. Morgan, GMAC, Washington Capital, Washington Mortgage, Banc One Capital Funding.

**Industry:** Wilbur Ellis Company, Hydro Conduit, Fruehauf, Pacific Choice Brands, Penniman-Thermo King, Southern Pacific Railroad, Southern California Edison.

**Public:** Cities of Fresno, Hanford, Sanger, Coalinga, Firebaugh, Madera, Clovis; Counties of Fresno, Kings, Madera, and Tulare; Redevelopment Agencies of Fresno, Clovis, Visalia, Sanger and Tulare; Federal Deposit Insurance Corporation (FDIC); Housing and Urban Development (HUD); California Housing Finance Agency (CHFA); Federal Aviation Administration (FAA); Resolution Trust Corporation (RTC); Department of Fish and Game.

**Special Purpose:** Convalescent hospitals, day care centers, churches, residential care facilities, senior citizen apartment projects, subdivisions, assessment districts, historic properties, hotels, railroad rights-of-way.

**Oil Companies:** Shell, Chevron, Unocal, Atlantic Richfield, Texaco.

**Schools:** Districts of Kerman and Hanford.

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## DESIGNATIONS, AFFILIATIONS

**MAI** Member Appraisal Institute Sacramento Sierra Chapter.  
Fresno Chapter Newsletter Editor & Publisher (1992/1993).

**SR/WA** Candidate International Right-of-Way Association. Newsletter Editor & Publisher.  
Chapter President 1996.

**BREA** Bureau of Real Estate Appraisers, State of California. Certified General Real Estate Appraiser (2/4/92).  
Certification No. AG002880 (valid through April 24, 2022)

# GREGG J. PALMER, MAI

Page Two

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## COURT

Superior Court of the State of California.

Qualified as an Expert Witness

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## TEACHING

California State University, Fresno

Principles of Real Estate

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## GEOGRAPHIC AREA

California: Counties of: Fresno, Madera, Merced, Stanislaus, Sacramento, Kings, Tulare, Kern, Inyo, San Joaquin, Santa Barbara, Mono, Los Angeles, San Diego, Del Norte, Tehema, and Imperial.

Other States: Oregon

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## EDUCATION, PROFESSIONAL DEVELOPMENT

California State University, Fresno

Bachelor of Arts Degree - English

American Institute of Real Estate Appraisers Real Estate Appraisal Principles, Basic Valuation Procedures, Standards of Professional Practice, Capitalization Theory & Techniques Parts A & B, Case Studies in Real Estate Valuation, Report Writing & Valuation Analysis



# LIMITING CONDITIONS

**In acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith, it has been assumed by these appraisers:**

1) **Limit of Liability:**

The liability of James G. Palmer Appraisals Inc., and employees, is limited to the client only and to the fee actually received by Appraiser(s). Further, there is no accountability, obligation, or liability to any third party. If this report is disseminated to anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The Appraiser(s) is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that if a legal action is initiated by any lender, partner, part owner in any form of ownership, tenant, or any other party, the client will hold the Appraiser completely harmless in any such action from any and all awards or settlements of any type, regardless of outcome.

2) **Copies, Publication, Distribution, Use of Report:**

Possession of this report or any copy thereof, does not carry with it the right to publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraiser(s) for the use of the client, the fee being for the analytical services only. No right is given to copy all or part of this report.

Except, as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser. (See last item in following list for client agreement/consent.)

3) **Confidentiality:**

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser(s). The Appraiser(s) and firm shall have no responsibility if any such unauthorized change is made. The Appraiser(s) may not divulge the material (evaluation) contents of the report, analytical findings, or conclusions, or give a copy of this report to anyone other than the client or his designee as specified in writing.

4) **Information Use:**

No responsibility is assumed for accuracy of information furnished by work of others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with James G. Palmer Appraisals Inc. and signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source though reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information.

5) **Testimony, Consultation, Completion, of Contract For Appraisal Service:**

The contract for appraisal, consultation, or analytical service is fulfilled and the total fee is payable upon completion of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with the client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required as a result of any subpoena, the client shall be responsible for any additional time, fees, and charges, regardless of issuing party.

6) **Exhibits:**

Any sketches, maps, and photographs in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Site plans are not surveyed unless shown from separate surveyor.

7) **Legal Engineering, Financial, Structural, or Mechanical Components; Soil Quality:**

No responsibility is assumed for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in the appraisal report.

The legal description is assumed to be correct as used in this report furnished by the client, his designee, or as derived by the Appraiser(s).

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, soils and potential for settlement on drainage, matters concerning liens, title status, and legal marketability, and similar matters. The client should seek assistance from qualified architectural, engineering, or legal professionals regarding such matters. The lender and owner should inspect the property before any disbursement of funds. Further, it is likely that the lender or owner may wish to require mechanical structural inspections by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser(s) has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, subsidence in the area is unknown. The Appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based upon there being no hidden, unapparent, or apparent conditions of the site, subsoil, or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by use as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed standard for the subject property's age and type.

If the Appraiser(s) has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representations or warranties are made concerning the above mentioned items.

The Appraiser(s) assumes no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contracted to determine the actual need for Flood Hazard Insurance.

8) **Legality of Use:**

The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report, and that all applications zoning, building, use regulations and restrictions of all types have been complied with unless otherwise stated in the report. It is further assumed that all required licenses, consents, permits, or other legislative or administrative approvals from all applicable local, state, federal and/or private authorities have been or can be obtained or renewed for any use considered in the value estimate.

9) **Component Values:**

The allocation of the total valuation in this report between land and improvements, if included in this report, applies only under the use of the property which is assumed in this report. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

10) **Auxiliary and Related Studies:**

No environmental or impact studies, special market study or analysis, special highest and best use study or feasibility study has been requested or made unless specified in an agreement for services or so stated in this report.

11) **Dollar Values, Purchasing Power:**

The market value estimate and the cost used are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and value of the dollars as of the date of the value estimate.

12) **Value Change, Dynamic Market, Influences, Alteration of Estimate By Appraiser:**

The estimated market value, which is defined in the report, is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation, and conditions. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace as of the date of value.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value, and they are thus subject to change as the market changes.

The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The appraisal report and value estimate are subject to change if the physical or legal entity or the terms of financing are different from what is set forth in this report.

- 13) **Inclusions:**  
Except as specifically indicated and typically considered as a part of the real estate, furnishings, equipment, other personal property, or business operations have been disregarded with only the real estate being considered in the value estimate. In some property types, business and real estate interests and values are combined but only if so stated.
- 14) **Proposed Improvements, Conditioned Value:**  
Improvements proposed, if any, onsite or offsite, as well as any repairs required are considered for purposes of this appraisal to be completed in good and workmanlike manner according to information submitted and/or considered by the appraisers. In case of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed, and operating at levels shown and projected, unless otherwise stated.
- 15) **Management of the Property:**  
It is assumed that the property which is the subject of this report will be under typically prudent and competent management, neither inefficient nor superefficient.
- 16) **Fee:**  
The fee for this appraisal or study is for the service rendered and not solely for the time spent on the physical report or the physical report itself.
- 17) **Insulation and Toxic Materials:**  
Unless otherwise stated in this report, the Appraiser(s) signing this report have no knowledge concerning the presence or absence of toxic materials and/or unreaformaldehyde foam insulation in existing improvements. If such is present, the value of the property may be adversely affected.
- 18) **Change, Modifications:**  
The Appraiser(s) reserve the right to alter statements, analyses, conclusions or any value estimate in the appraisal if there becomes known to them facts pertinent to the appraisal process which were unknown when the report was finished.
- 19) **Limiting Conditions:**  
This report sets forth all of the limiting conditions affecting the analysis, opinions, and conclusions contained in this report.
- 20) **Acceptance:**  
Acceptance and/or use of this appraisal report by the client or any third party constitutes acceptance of the above conditions. Appraiser liability extends only to the stated client and not to subsequent parties or users. And the liability is limited to the amount of fee received by the Appraiser(s).
- 21) **Americans with Disabilities Act:**  
The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of the 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 could have a negative effect on the property's market value. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in our market value estimates.
- 22) **Fair Housing Amendments Act:**  
In accordance with the Fair Housing Amendments Act, it is illegal for an Appraiser(s) to discriminate against any person because of race, color, religion, sex, hardship, familial status, or national origin. This appraisal complies with all rules and regulations prohibiting discrimination on the basis of race, color, religion, sex, nation origin, and marital status.
- 23) **Year 2000 Compliance:**  
Unless otherwise stated in this report, problems with year 2000 compliance were not investigated, nor called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. Problems with year 2000 compliance of embedded systems and the cost to correct them would affect the value of the property, but the appraiser is not qualified to recognize or estimate the cost. This appraisal is predicated on the assumption that no such year 2000 problems exist and no responsibility is assumed for any such problems, nor for any expertise or knowledge required to discover them.
- 24) **Unforeseeable Events:**  
The appraiser cannot be held responsible for unforeseeable events that alter market conditions (that occur subsequent to the date of the preparation of the report, but) prior to the effective date of the appraisal.
- 25) **Prospective Valuation:**  
In preparing appraisals that include prospective (future) valuations, the appraiser cannot be held responsible for the unforeseeable events that alter market conditions (those that occur subsequent to the date of preparation of the report but, prior to the effective date of appraisal).

# ADDENDA



# SUBJECT PHOTOGRAPHS



SUBJECT PROPERTY



BUILDING ELEVATION



MAIN LOBBY



TYPICAL ROOM

# SUBJECT PHOTOGRAPHS



TYPICAL BATH



TYPICAL ROOM



TYPICAL BATH



BUILDING ELEVATION



DETAIL REPORT

Property Address: 959 N PARKWAY DR FRESNO CA 93728-2724

Ownership

Parcel# (APN): 449-324-11
Parcel Status: ACTIVE
Owner Name: SINGH DALJIT & SURINDER KAUR
Mailing Addr: 959 N PARKWAY FRESNO CA 93728
Legal Description: LOTS 13-17 ROEDING PARK GARDENS

Assessment

Total Value: \$2,109,960 Use Code: CM65RES Use Type: RESID. HOTEL/MOTEL/RESORTS
Land Value: \$351,659 Tax Rate Area: 005-150 Zoning: NMXTWR
Impr Value: \$1,758,301 Year Assd: 2020 Census Tract: 20.00/5
Other Value: Property Tax: Price/SqFt: \$64.85
% Improved: 83% Delinquent Yr:
Exempt Amt: HO Exempt: N

Sale History

Recording date: 01/06/2015 11/25/2009 05/28/2009 01/06/2015
Recording Doc: 0001115 0161070 0071902 0001115
Doc type: GRANT DEED PARTIAL INTEREST GRANT DEED
Transfer Amount: \$1,920,000 \$270,000 \$2,100,000
Seller (Grantor): GUPTA MANISH

Property Characteristics

Bedrooms: Fireplace: Units:
Baths (Full): A/C: Stories: 2.0
Baths (Half): Heating: Quality:
Total Rooms: Pool: Building Class: D
Bldg/Liv Area: 29,607 Park Type: Condition:
Lot Acres: 1.440 Spaces: Site influence:
Lot SqFt: 62,726 Garage SqFt: Timber Preserve:
Year Built: 1964 Bsmt SqFt: N/A Ag Preserve:
Effective Year: 1964



SOILS REPORT

959 N PARKWAY DR FRESNO CA 93728-2724







SOILS REPORT

959 N PARKWAY DR FRESNO CA 93728-2724

USDA Soils Legend

Symbol	Name	Slope Grade	Irr. Cap. Class	Non-Irr. Cap. Class	Storie Index	Acres	Parcel %
	0Ha Hanford coarse sandy loam	1	2	4	80	.026	1.81
	1ScA San Joaquin sandy loam, 0 to 3 percent slopes	2	3	4	31	1.430	98.19
Total Acres:						1.457	

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is effective as of 2-27-21, 2021, (the "**Effective Date**") by and between SINGH DALJIT & SURINKER KAUR (collectively, "**Sellers**"), and the HOUSING AUTHORITY OF THE CITY OF FRESNO, a public body corporate and politic ("**Buyer**"), with reference to the following facts.

### RECITALS

A. Sellers are the fee simple owner of that motel known as Parkway Inn Motel, consisting of 66 rentable units comprising 29,607 square feet of buildings located at 959 N. Parkway Drive, Fresno, California 93728, Assessor Parcel Number 449-324-11, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**").

B. Buyer's mission is, in part, to provide affordable housing to the people of the City of Fresno.

C. Sellers desire to sell the Property to Buyer, and Buyer desires to purchase the Property from Sellers subject to the conditions enumerated in this Agreement.

D. Buyer's obligation to purchase the Property is expressly conditioned on Buyer's completion, with Sellers' cooperation, of environmental review, including, but not limited to, review under the California Environmental Quality Act and the National Environmental Policy Act, as Buyer determines to be necessary in Buyer's sole discretion (the "**Environmental Review**"). Any expense incurred by Buyer in conjunction with any Environmental Review shall be solely incurred by Buyer.

NOW THEREFORE, in consideration of the foregoing Recitals, which are deemed true and correct and incorporated herein by this reference, and of the covenants and provisions contained in this Agreement, the parties hereto agree as follows:

1. Agreement to Sell and Purchase Property. Sellers agree to sell to Buyer, and Buyer agrees to purchase from Sellers, subject to the terms and conditions of this Agreement, the Property.

2. Property. The Property shall include (i) all buildings and structures located thereon, if any; (ii) all of the contracts, documents and materials associated with the Property, including, but not limited to, the following: (A) all land use approvals, conditional use permits, building permits, and other governmental permits and approvals of any nature obtained in connection with the Property; (B) all architectural design, construction, engineering and consulting contracts, and development agreements, and any and all amendments, modifications, supplements, addenda, and general conditions thereto, relating to the Property entered into by Sellers and any contractor; (C) all plans and specifications, architectural and engineering drawings, shop drawings, working drawings, prints, surveys, reports, studies, amendments, modifications, changes, supplements, general conditions, and addenda and other documents relating to the Property; (D) all licenses, permits, and other approvals issued by any state,

federal, or local authority relating to the Property; and (E) all service, maintenance, management or other contracts related to ownership or operation of the Property, at Buyer's sole discretion; (iii) all water lines and systems appurtenant to the Property; (iv) all easements and rights-of-way relating to or appurtenant to the Property, including any right, title and interest of Sellers in and to adjacent streets, alleys, rights-of-way, etc.; (v) all rights to groundwater or rights that the Property may have to receive surface water from any source; (vi) all wells and related pumps and motors located on the Property; (vii) all minerals, oils, gas, and other hydrocarbons located on or under the Property; (viii) all Sellers' interest in and to all ground leases and leasehold interests or rents and security deposits; and (ix) any and all other improvements to the Property, fixtures, furniture, equipment and all other personal property that Sellers may have any interest in as may be appurtenant or affixed thereto. Seller shall deliver the Property free and clear of all liens, taxes and encumbrances, unless specifically waived by the Buyer in writing.

3. Purchase Price Amount; Deposit.

(a) The purchase price for the Property shall be a total of THREE MILLION TWO HUNDRED THIRTY-FOUR THOUSAND DOLLARS AND NO/100 CENTS (\$3,234,000.00) (the "**Purchase Price**").

(b) Within five (5) days of the execution of this Agreement, Buyer shall make a deposit of TWENTY THOUSAND DOLLARS AND NO/100 CENTS (\$20,000.00) (the "**Deposit**") with Title Company (as defined below). The Deposit shall become non-refundable after the Due Diligence Period ends (the 181<sup>st</sup> day after the Effective Date of this Agreement) and shall be credited towards the Purchase Price upon the Closing (as defined below).

(c) Upon the Closing, Title Company shall transmit the entire Purchase Price to Sellers.

4. Buyer's Inspections.

(a) Sellers shall provide Buyer, and Buyer's agents, employees, and representatives (collectively "**Buyer's Agents**"), for ten (10) days from the Effective Date (the "**Inspection Period**"), with reasonable access to the Property, and each portion thereof, to allow Buyer or Buyer's Agents, or both, to investigate, inspect, and to conduct such tests upon the Property, and each portion thereof, as Buyer deems necessary or advisable, including, without exception, a building inspection, Phase 1 and/or Phase 2 environmental assessments, and soil testing (collectively "**Buyer's Inspections**"). Buyer is aware there are residents within the subject units on the Property, and neither Buyer nor Sellers may have access to all of the rooms at any single time. Sellers shall reasonably cooperate with Buyer and Buyer's Agents in the carrying out any and all of Buyer's Inspections.

(b) Sellers shall transmit to Buyer as soon as possible, but in no event later than the end of the Inspection Period, any and all information, including but not limited to data, studies, and reports, as well as any other information Sellers have in their possession regarding the Property (the "**Diligence Documents**"). A list of the specific

Diligence Documents required is attached hereto and included herein as **Exhibit B**. Said documents shall be provided prior to the start of the Inspection Period.

(c) In addition to the Inspection Period, Buyer shall have an additional one hundred seventy (170) -day due diligence period (collectively, a total of 180 days) to determine whether or not the Property meets requirements imposed by the California Department of Housing and Community Development, City of Fresno, County of Fresno or other Agencies and complete all due diligence at Buyer's sole discretion (the "**Due Diligence Period**").

(d) Buyer shall indemnify, defend, and hold Sellers, and Sellers' employees, agents, successors, and assigns, and each of them, harmless from and against any and all claims, demands, losses, costs, expenses, damages, recoveries, deficiencies, liabilities, and liens (including, without limitation, the defense thereof and all reasonable attorneys', paralegals', and other professionals' fees and costs) that may arise, result from, or be attributable to the acts or omissions of Buyer or Buyer's Agents, or both, in performing or preparing the Buyer's Inspections.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL TAKE TITLE TO THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION, IT BEING UNDERSTOOD THAT SELLERS ARE NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY PORTION THEREOF, UNLESS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT OR AS EXPRESSLY SET FORTH IN WRITING AND PROVIDED TO BUYER. BUYER ACKNOWLEDGES THAT PURSUANT TO THE TIME PERIODS STATED HEREIN OR BY THE CLOSE OF ESCROW, WHICHEVER IS LATER, BUYER HAS MADE ALL INSPECTIONS OF THE PROPERTY BUYER BELIEVES ARE NECESSARY TO PROTECT BUYER'S INTEREST THEREIN.

5. Closing; Closing Costs.

(a) The closing of escrow (the "**Closing**") shall take place through an escrow established with Title Company, which shall be Placer Title Company in Fresno, Darryl Evans (the "**Title Company**"). Closing shall occur on a date agreed to by Buyer and Sellers on or before thirty (30) days after the Due Diligence Period (the "**Closing Date**"), unless agreed to by both parties in writing. Buyer, at its sole discretion, may terminate the escrow on or up to the last day of the Due Diligence Period. Escrow shall occur pursuant to the provisions contained in this Agreement and those additional escrow instructions reasonably approved by both parties and prepared by the Title Company and approved by the parties. Buyer and Sellers shall sign and deliver said escrow instructions to the Title Company to deposit into escrow within seven (7) calendar days of the Effective Date.

(b) Buyer and Sellers shall sign and complete all customary or reasonably required documents at or before the Closing Date.



(c) Fees for Closing services by the Title Company shall be paid at the Closing Date by a 50/50 split between Buyer and Sellers, except for the title commitments and policies as described in Sections 6 and the items described in Section 12(b) below.

6. Title Commitment and Survey. Sellers shall order from the Title Company, at Sellers' expense, a commitment (or commitments) for a California Land Title Association (CLTA) policy issued by Title Company (the "**Preliminary Title Report**" or "**Title Commitment**"), within fourteen (14) days of the Effective Date, subject only to the Permitted Title Exceptions (defined below). Buyer shall have ninety (90) days from receipt of the Preliminary Title Report, and copies of all exceptions, to review and approve same. If Sellers are unwilling or unable to eliminate any title matter reasonably disapproved by Buyer, Sellers may terminate this Agreement. If Sellers fail to deliver title to Buyer subject only to the Permitted Title Exceptions, or is unwilling or unable to eliminate any title matter reasonably disapproved by Buyer, Buyer may terminate this Agreement. Buyer, at its sole election, may direct Title Company to prepare an American Land Title Association (ALTA) policy. Any additional premium to obtain the ALTA policy beyond the CLTA policy premium shall be borne solely by Buyer.

7. Hazardous Substances. The Closing of this transaction is contingent upon the satisfaction or waiver by Buyer of a Hazardous Substance Conditions report. Buyer shall give written approval following the receipt of a Hazardous Substance Conditions report concerning the Property and relevant adjoining properties. Such approval or waiver must be given within ninety (90) days of the Effective Date. Such report will be obtained at Buyer's direction and expense. An unacceptable Hazardous Substance Conditions report will provide Buyer with a basis for termination of this Agreement. A "Hazardous Substance" for purposes of this Agreement shall mean without limitation: (i) those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in CERCLA, RCRA, TSCA, MAT, or under any other environmental law; (ii) those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302]; (iii) other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and (iv) any material, waste, or substance that is: (a) a petroleum or refined petroleum product, (b) asbestos, (c) polychlorinated biphenyl, (d) designated as a hazardous substance pursuant to 33 U.S.C.A. §1321 or listed pursuant to 33 U.S.C.A. §1317, (e) a flammable explosive, or (f) a radioactive material.

8. Representations and Warranties of Sellers. Sellers hereby represent and warrants to Buyer on and as of the date hereof and as of the Closing Date as follows:

(a) Sellers have full capacity, right, power and authority to execute, deliver, and perform this Agreement and all documents to be executed by Sellers pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Sellers are and shall be duly authorized to sign the same on Sellers' behalf and to bind Sellers thereto. This Agreement and all documents to be executed pursuant hereto by Sellers are and shall be binding upon

Sellers in accordance with their respective terms. The transaction contemplated hereby will not result in a breach of or constitute a default under any agreement to which Sellers or the Property is subject or by which Sellers or the Property is bound.

(b) Sellers own fee simple title to the Property free and clear of all liens, encumbrances, options and restrictions of every kind, except for any Permitted Exceptions (as defined below) and any exceptions shown on its current title insurance policies delivered to Buyer.

(c) Unless otherwise disclosed to Buyer in writing prior to the Closing Date, to Sellers' knowledge, there are no claims, causes of action or other litigation or proceedings pending with respect to the ownership or operation of the Property, or any part thereof which could materially affect the Property, or the consummation of the transactions contemplated by this Agreement.

(d) Sellers have not received any notice of any violations of any legal requirements with respect to the Property which have not been corrected, and to Sellers' knowledge there is no condition existing with respect to the Property which violates any law, ordinance, rule, regulation or requirement, including, without limitation, those pertaining to zoning, building, health, safety or environmental matters, of the municipal, county, state or federal government.

(e) Sellers have no actual knowledge or is unaware of any facts or circumstances related to the existence of any Hazardous Substances, as defined in Section 7 of this Agreement, on, about, under, or adjoining the Property.

(f) Neither Sellers nor, to Sellers' knowledge, any of their affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives, or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(g) Sellers have not received, and has no other knowledge or information of, any notice from any insurance company or board of fire underwriters requesting the performance of any work or alteration with respect to the Property, or requiring an increase in the insurance rates applicable to the Property.

(h) Sellers shall not take or cause to be taken or suffer any action that would cause any of the foregoing representations or warranties to be untrue as of the Closing Date. Sellers shall immediately notify Buyer in writing of any event or condition that will cause a change in the facts relating to, or the truth of, any of the above representations or warranties. The representations, warranties and covenants contained in this Section shall survive the Closing Date, however, in the event that Buyer, prior to

Closing, obtains actual knowledge that a representation or warranty of Sellers may be inaccurate, and Buyer nonetheless signs a knowing and complete written expression waiving such representation or warranty and elects to Close Escrow, Buyer may not bring a subsequent action or proceeding against Sellers or Broker regarding the representation or warranty that is subject to the Buyer's waiver.

9. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Sellers on and as of the date hereof and as of the Closing Date as follows:

(a) Buyer has full capacity, right, power and authority to execute, deliver, and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon Buyer in accordance with their respective terms.

(b) Buyer's execution and delivery of this Agreement will not result in a breach or violation or a default (or any event which with notice and passage of time, or both, would constitute a default) under any of Buyer's organizational documents or any contract, agreement, permit, license, order or decree to which Buyer is a party.

(c) Neither Buyer nor, to Buyer's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action.

10. Possession. Actual, sole and exclusive physical possession of the Property shall be given to Buyer on the Closing Date by delivery of Sellers' Grant Deed, duly executed and acknowledged by Sellers (the "**Deed**"), subject to the following, all of which shall be deemed "**Permitted Title Exceptions**":

(a) Except for any matters shown on the Title Commitment reasonably objected to by Buyer in writing prior to the Closing Date, all matters shown in the Title Commitment;

(b) Any title exceptions or encumbrances, including current property taxes, arising by, through, or under Buyer;

(c) Applicable zoning and governmental regulations and ordinances;

and

(d) All matters created as a result of the transactions contemplated by this Agreement.

11. Vesting. Unless otherwise designated in the escrow instruction of Buyer, title shall vest with the Housing Authority of the City of Fresno or its assignee.

12. Apportionments, Taxes, Etc.. Real estate taxes on the Property, personal property taxes, special district taxes, water and sewer rents, and other municipal charges shall be apportioned pro rata between Sellers and Buyer on a per diem basis as of the Closing Date based on the most recent bill received or assessment due. Further, notwithstanding the foregoing, no prorations shall be made for any unpaid amounts due and payable prior to the Closing Date. The amount of any bond or assessment which is a lien, and not paid along with taxes, shall be paid by Sellers.

(a) Utility Meter Charges. Sellers shall pay all outstanding charges accruing until the day prior to the Closing Date, for water, electric, gas, and other utilities based upon the most recent bill received or assessment due, apportioned pro rata between Sellers and Buyer on a per diem basis as of the Closing Date.

(b) Transfer and Documentary Stamp Taxes; Sales and Use Taxes. Any realty transfer taxes, documentary stamp taxes, and similar taxes imposed upon the delivery and/or recording of the Deed or upon this transaction shall be paid by Sellers. Any sales and use tax that may accrue because of this transaction shall be paid, when due, by Buyer.

13. Conditions of the Agreement.

(a) Conditions of Buyer. The obligations of Buyer under this Agreement are subject to the following:

(i) Sellers have performed all covenants, agreements, and conditions required by this Agreement to be performed by Sellers prior to or as of the Closing Date (any of which may be waived in whole or in part in writing by Buyer at or prior to Closing);

(ii) Buyer may terminate this Agreement at any time prior to the Closing Date if, in Buyer's sole determination, any of the following events or circumstances occur:

- (A) Buyer fails to obtain entitlements to develop the Property;
- (B) There is a successful legal challenge of the Environmental Review;
- (C) Buyer fails to obtain desired financing to develop the Property; or

(D) Buyer no longer desires to proceed with the purchase of the Property.

(iii) The discretionary approval of Buyer's Board of Commissioners during a publicly agendized meeting within one hundred eighty (180) days of the Effective Date.

(iv) All of the following requirements must be met:

(A) Property to be free and clear of all Fresno Municipal Code violations;

(B) Buyer to obtain approval from the City of Fresno to utilize the Property for its specific use; and

(C) Property to be free and clear of all litigation.

(b) Conditions of Sellers. The obligations of Sellers under this Agreement are subject to the satisfaction at the time of Closing that Buyer has performed all covenants, agreements, and conditions required by this Agreement to be performed by Buyer prior to or as of the Closing Date (any of which may be waived in whole or in part in writing by Sellers at or prior to Closing). This Agreement is subject to the approval of the Housing Authority of the City of Fresno and subject to satisfactory due diligence as determined by the Buyer.

14. Items to be Delivered at Closing by Sellers. At Closing, Sellers shall deliver to Buyer (or to Buyer's nominee), via escrow, the following:

(a) The Deed, duly executed and acknowledged;

(b) Such resolutions and certificates as Buyer or the Title Company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered pursuant hereto; and all affidavits, indemnities and other agreements, documents, or reports required by the Title Company to permit it to issue to Buyer the owner's policy of title insurance required pursuant to Section 6 hereof;

(c) A signed copy of the closing statement prepared by the Title Company;

(d) A certificate given pursuant to the Foreign Investment in Real Property Tax Act certifying that Sellers are not a foreign entity or person; and

(e) Any other documents required to be delivered by Sellers pursuant to any other provisions of this Agreement or as otherwise required by the Title Company or California law.

15. Items to be Delivered at Closing by Buyer. At Closing, Buyer shall deliver to Sellers (or to Sellers' nominee), via escrow, the following:

(a) The Purchase Price (adjusted by any Deposit or other prorrations contemplated herein);

(b) A signed copy of the closing statement prepared by the Title Company;

(c) Such resolutions and certificates as Sellers or the Title Company shall require to evidence the due authorization of the execution and performance of this Agreement and the other documents to be delivered pursuant hereto, together with Buyer's organizational documents, and all affidavits, indemnities and other agreements, documents, or reports required by the Title Company to permit it to issue to Buyer the owner's policy of title insurance pursuant to Section 6 hereof; and

(d) Any other documents required to be delivered by Buyer pursuant to any other provisions of this Agreement, or as otherwise required by the Title Company or California law.

16. Brokerage. Buyer represents and warrants to Sellers that Buyer has dealt with no broker, finder, or other intermediary in connection with this sale. Sellers represent and warrant to Buyer that Sellers have dealt with the following broker in connection with this sale: Roger Story of Motel Hotel Specialists, Inc. (the "**Broker**"). Sellers are solely responsible for all brokerage fees and commissions totaling ~~five~~ percent (5%) of the Purchase Price. The provisions of this Section shall survive Closing. Sellers shall indemnify, defend and hold Buyer harmless from any and all claims associated with the payment of such brokerage fees and commissions.

17. Confidentiality.

3% RMS

(a) Confidential Information. For purposes of this Agreement, the term "**Confidential Information**" shall include, but is not limited to, all of the following: financial information, including but not limited to, real property holdings, income statements, balance sheets, pro forma, budgets, development project expenses, and cash flow statements, any data, ideas, know-how, materials, products, formulas, processes, technology, computer programs, specifications, drawings, diagrams, manuals, business plans, software, marketing plans, customer lists, personnel information (including, but not limited to, information regarding employee identity and wages), manufacturing techniques, and other information disclosed or submitted, orally, in writing, or by any other media, by and between the parties. Confidential Information shall also include, (i) information that is not known by current or future competitors of the disclosing party and/or is generally unavailable to the public; (ii) information that has been created, discovered, developed by, or otherwise become known to the disclosing party; and (iii) information that is valuable to, or may become valuable to, the disclosing party's present or future business, and which is disclosed by that party, either directly or indirectly, in writing, orally, or by any other media, to the receiving party.

(b) Non-Disclosure. Subject to subsection (c) below, the receiving party agrees that the Confidential Information of the disclosing party is confidential and proprietary and shall be held in strictest confidence by the receiving party. The receiving party may disclose the Confidential Information only to the officers, directors, and employees of the receiving party who have a need to know the information and who shall have agreed to abide by the terms of this Agreement. Neither the nature nor the content of any Confidential Information of the disclosing party shall, directly or indirectly, be disclosed to others or used for the benefit of any person other than the disclosing party without the prior written permission of the disclosing party. The receiving party shall not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning this Agreement.

(c) Legal or Regulatory Disclosures. In the event a receiving party is compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a government body, or pursuant to the California Public Records Act) to disclose any of the Confidential Information, then within two (2) business days of the receiving party becoming aware of or receiving notice of such requirement, the receiving party shall provide written notice to the disclosing party so that it may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, and irrespective of whether or not compliance with the provisions hereof is waived, only that portion of the Confidential Information which the receiving party is subject to such legal or regulatory compulsion, or is advised by its counsel is legally (or pursuant to an applicable regulator's rules or regulations) required to be disclosed shall be disclosed.

(d) Exceptions. Notwithstanding any provision to the contrary, Confidential Information shall not include any information or data which: (i) the receiving party can demonstrate to have been previously known to the receiving party, at the time of its disclosure, by sources other than the disclosing party; (ii) is in the public domain at the time of disclosure, or which later becomes part of the public domain by publication or otherwise through no breach of this Agreement by the receiving party; (iii) was furnished to the receiving party by a third party, as a matter of right without restriction on disclosure, and which was not received directly or indirectly from the disclosing party, and which the disclosing party is not obligated to keep confidential; or (iv) the receiving party can demonstrate to have been independently developed by the receiving party without use of any Confidential Information of the disclosing party.

(e) Return/Destruction of Confidential Information. All documents and other tangible objects containing or representing Confidential Information and all copies which are in a receiving party's possession shall be and shall remain the property of disclosing party and shall be promptly returned to disclosing party or destroyed upon their request.

18. 1031 Exchange. In the event that Sellers wish to enter into a Tax-Deferred Exchange for the Property, or if Buyer wishes to enter into a Tax-Deferred Exchange relating to the Property, each of the parties agree to cooperate with the other party in connection with such

exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) the other party shall not be obligated to delay the Closing; (b) all additional costs and liabilities in connection with the exchange shall be borne by the party whose property is exchanged; and (c) the other party shall not be obligated to execute any note, contract, or other document providing for any personal liability which would survive the exchange.

19. Notices. All notices, demands, requests, or other communications from either party to the other party, required or permitted under the terms of this Agreement, shall be in writing to the following addresses for Sellers and Buyer, respectively:

Sellers

Singh Daljit & Surinker Kaur  
959 N. Parkway Drive  
Fresno, CA 93728

Buyer

Housing Authority of the City of Fresno  
Attn: Michael Duarte  
1331 Fulton Street  
Fresno, California 93721  
Email: mduarte@fresnohousing.org  
Facsimile:

With a copy to:

Kenneth J. Price, Esq.  
Baker Manock & Jensen, PC  
5260 N. Palm Avenue, Suite 421  
Fresno, California 93704  
Facsimile: (559) 432-5620

and shall be deemed to have been provided on the earlier of:

(a) Forty-eight (48) hours after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested; or

(b) The next business day after having been deposited (in time for delivery by such service on such business days) with Federal Express or another national overnight courier service; or

(c) If such party's receipt thereof is acknowledged in writing, upon having been sent by telefax or another means of immediate electronic communication, in each case to the address of such party set forth hereinabove or to such other address in the United States of America as such party may designate from time to time by notice to the other party hereto; or



(d) If such party's receipt thereof, is acknowledged in writing, its having been given by hand or other actual delivery to such party.

Notwithstanding the foregoing, any notice of default shall be deemed to have been provided only upon receipt or refusal as evidenced by return receipt, courier receipt or other receipt provided by the overnight delivery service.

20. Miscellaneous.

(a) Assignment. Buyer may, without Sellers' consent, assign all right, title, obligation, and interest under this Agreement to a third party.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement may not be assigned by either party hereto without the written consent of the other party hereto; provided that Buyer may assign this Agreement without the consent of Sellers to a limited partnership of which Buyer, an affiliate of Buyer, or an entity in which Buyer is a sole member, is a partner.

(c) Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior or other negotiations, representations, understandings and agreements of, by or among the parties, express or implied, oral or written, which are fully merged herein. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement unless such agreement is in writing and signed by the party against whom enforcement of such change, modification, discharge or abandonment is sought.

(d) Governing Law; Venue. This Agreement shall be governed by and construed under the laws of California and venue for any action related to the enforcement of any provision of this Agreement shall be in Fresno County Superior Court or in the Eastern District of California (Fresno) as the case may be.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected on this Agreement as the signatories.

(f) No Waiver. Neither the failure nor any delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No

waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(g) Time of the Essence. Time, wherever stated in this Agreement, is expressly of the essence of this Agreement.

(h) Expiration. Unless accepted prior thereto, this Agreement must be accepted and counter-signed by Sellers by 5:00pm PST on Tuesday, March 2, 2021.

(i) Attorneys' Fees. In the event that the parties to this Agreement find it necessary to institute legal proceedings to enforce the provisions of this Agreement, the prevailing party in said suit, action or arbitration shall be entitled to recover from the non-prevailing party, all costs associated with such suit or action, including reasonable attorney's fees and costs.

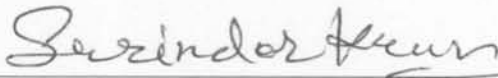
IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as of the Effective Date above written.

**SELLERS:**



Print Name: DALJIT SINGH

Date: 2.27.21



Print Name: SURINDER KAUR

Date: 2.27.21

**BUYER:**

Housing Authority of the City of Fresno, a public body corporate and politic

By: \_\_\_\_\_  
Preston Prince, CEO

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

## EXHIBIT A

### Property Legal Description

#### **PARCEL 1:**

Lots 10, 11, 19 and 20 of Roeding Park Gardens, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records.

EXCEPTING THEREFROM that portion of said Lots 10 and 20 and said Parkview Avenue, described as follows:

Beginning at the most Easterly corner of said Lot 10; thence Northwesterly, along the Northeasterly line of said Lot 10, a distance of 35.00 feet; thence Southwesterly, parallel with and 35.00 feet from the Southeasterly line of said Lots 10 and 20 and the Southwesterly prolongation of said Southeasterly line to the centerline of East Parkview Avenue, as shown on the map of Roeding Park Gardens recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records; thence Southeasterly along said centerline, a distance of 35.00 feet to the Southwesterly prolongation of the Southeasterly line of said Lots 10 and 20; thence Northeasterly along said prolongation and Southeasterly line to the point of beginning.

ALSO EXCEPTING THEREFROM that portion of said Lots 10 and 11 Deeded to the State of California by Deed recorded July 7, 1954 in Book 3455, Page 414 of Official Records, Document No. 34427, described as follows:

Beginning at a point on the Northeasterly line of said Lot 10, a distance of 35.00 feet from the most Easterly corner of said Lot 10; thence South  $64^{\circ} 04' 25''$  West, along the Southeasterly line of said Lot 10 a distance of 17.92 feet; thence North  $25^{\circ} 55' 35''$  West, parallel with and 17.92 feet from the Northeasterly line of said Lots 10 and 11, a distance of 155.33 feet to the beginning of a tangent curve, concave to the Southwest; thence Northwesterly along said curve, having a radius of 3,972.00 feet, through a central angle of  $0^{\circ} 08' 22''$ , an arc distance of 9.67 feet to the Northwesterly line of said Lot 11; thence North  $64^{\circ} 04' 25''$  East, along said Northwesterly line, a distance of 17.93 feet to the most Northerly corner of said Lot 11; thence South  $25^{\circ} 55' 35''$  East, along the Northeasterly line of said Lots 11 and 10, a distance of 165.00 feet to the point of beginning.

#### **PARCEL 2:**

Lots 49, 50, 51 and 52 of Roeding Park Gardens, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records.

#### **PARCEL 3:**

Lot 56 of Roeding Park Gardens, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records.

**PARCEL 4:**

All of that portion of East Parkview Avenue, as said Avenue is shown on the map of Roeding Park Gardens, recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records, and more particularly described as follows: Beginning at the most Westerly corner of Lot 19, of said Roeding Park Gardens;

thence Southerly and Southwesterly, along a curve which is tangent to the Southwesterly line of said Lot 19, having a radius of 40.0 feet and concave to the Northwest, through an interior angle of  $104^{\circ} 28' 31''$ , an arc distance of 72.94 feet, to the intersection with the Northeast line of Lot 52 of said Roeding Park Gardens; thence South  $25^{\circ} 52' 00''$  East, along the Northeasterly lines of Lots 52, 51, 50 and 49 of said Roeding Park Gardens, to the point which is 91.65 feet Southeasterly from the Northeasterly corner of said Lot 49; thence Southerly and Westerly, along a tangent curve, concave to the Northwest and having a radius of 20.0 feet, an arc distance of 40.40 feet, to the intersection with the South line of said Lot 49; thence North  $89^{\circ} 52' 00''$  East, along the Easterly prolongation of the South line of said Lot 49, a distance of 43.38 feet; thence Easterly and Southerly, along a tangent curve concave to the Southwest and having a radius of 70.0 feet, an arc distance of 78.52 feet, to the intersection with the Southwest line of Lot 23 of Roeding Park Gardens; thence North  $25^{\circ} 52' 00''$  West, along the Southwesterly lines of Lots 23, 22, 21, 20 and 19 of said Roeding Park Gardens to the point of beginning, as abandoned by the Fresno City Council, by Resolution No. 8732, recorded in Book 5261, Page 488 of Official Records.

EXCEPTING THEREFROM any portion thereof lying within the Northeasterly half of said land, lying Northwesterly of the Southwesterly prolongation of the Southeasterly line of Lot 21 of said Roeding Park Gardens, and Southeasterly of the Southwesterly prolongation of the Northwesterly line of the Southeasterly 35 feet of Lots 10 and 20 of said Roeding Park Gardens.

EXHIBIT B

DILIGENCE DOCUMENTS

Buyer requests receipt of the following items prior to the start of the Inspection Period:

Income & Expense Statements (Last 3 years + YTD); if available

Copy of the franchise agreement (if applicable)

List of FF&E

List of vendors who have worked recently on the properties (plumbers, electricians, etc.)

All engineering or related construction reports, if available, together with all warranties and guarantees for work performed

Copies of any building plans and specifications in Sellers' possession

Copy of current title report, including legal description, and one copy of all documents listed as exceptions to the title report

Current ALTA survey

Environmental studies and testing reports on soils for the property

Property Tax bills for the last two (2) years

Copies of contracts for all services on the property

Copies of all leases pertaining to property

Summary of all capital improvements completed during the last three (3) years, including documentation and/or bids for any proposed capital improvements

Certificates of occupancy on all buildings, if in Sellers' possession

Copies of utility bills for last year & YTD

Litigation for or against property

Additional requirements may arise prior to closing as our underwriting proceeds. During the course of the due diligence process, the Property will be visited and inspected by consulting engineers, environmental specialists, appraisers, and other consultants that the Buyer deems necessary. Buyer will coordinate these visits with the Sellers as the due diligence proceeds.

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# DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Seller's Brokerage Firm to Seller)  
(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/18)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

### SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

### SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Buyer  Seller  Landlord  Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer  Seller  Landlord  Tenant \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
Real Estate Broker (Firm)

By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
(Salesperson or Broker-Associate, if any)

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AD REVISED 12/18 (PAGE 1 OF 2)

## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

**CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
 Is the broker of (check one):  the seller; or  both the buyer and seller. (dual agent)  
 Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
 Is (check one):  the Seller's Agent. (salesperson or broker associate)  both the Buyer's and Seller's Agent. (dual agent)  
 Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
 Is the broker of (check one):  the buyer; or  both the buyer and seller. (dual agent)  
 Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
 Is (check one):  the Buyer's Agent. (salesperson or broker associate)  both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/18 (PAGE 2 OF 2)

**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)**

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

Rector



# CALIFORNIA CONSUMER PRIVACY ACT ADVISORY

(C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

**I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.**

Buyer/Seller/Landlord/Tenant  Date 2-27-21  
Buyer/Seller/Landlord/Tenant \_\_\_\_\_ Date \_\_\_\_\_

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525 South Virgil Avenue, Los Angeles, California 90020







**PROPERTY INFORMATION SHEET**  
(For the sale or leasing of non-residential properties)

**PREFACE:**

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

Singh DAIJIT & Sukhinder Kaur ("Owner"), owns the Property/Premises commonly known by the street address of 959 Parkview located in the City of Fresno, County of Fresno, State of CA and generally described as (describe briefly the nature of the Premises or Property) A MOTEL

(herein after "Property"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): NONE

2. **Equipment.**

A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): NONE

B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): NONE

3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): NONE

4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes)  public sewer system and the cost of installation thereof has been fully paid,  private septic system,  electricity,  natural gas,  domestic water,  telephone, and  other:

5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"): NONE

INITIALS

INITIALS

6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"):

NONE

7. **Hazardous Substances and Mold.**

A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"):

NONE

B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"):

NONE

C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"):

NONE

8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"):

NONE

9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"):

NONE

Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"):

NONE

10. **Governmental Proceedings.** Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"):

NONE

11. **Unrecorded Title Matters.** Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"):

NONE

12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"):

Leased James - T-Mobile  
Approx 15 yr lease started 2019 - Cl. Debraht Queen

13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"):

None

14. **Short Sale/Foreclosure.** The ability of the Owner to complete a sale of the Property  is contingent  is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', ie. a sale for less than the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property.) One or more of any loans secured by the Property  is  is not in foreclosure.

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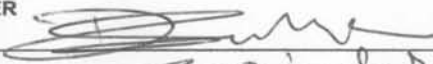
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15. **Energy Efficiency.** The Property  has  has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or  Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: \_\_\_\_\_

16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein):  
\_\_\_\_\_ *None* \_\_\_\_\_

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed. Signatures to this Statement accomplished by means of electronic signature or similar technology shall be legal and binding.

Date: 2-27-21  
(Fill in date of execution)

OWNER  
  
By: Surinder Kaur  
Name Printed: DALJIT SINGH / SURINDER KAUR  
Title: OWNER

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on \_\_\_\_\_  
(Fill in date received)

**BUYER/LESSEE**  
\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

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2056 Vista Pkwy, y4 Floor  
West Palm Beach, FL 33411

Phone: (561) 544-4976  
Fax: (724) 416-6260  
[www.crowncastle.com](http://www.crowncastle.com)

February 8, 2021

VIA FedEx – 7728 5403 1845

MR. DALJIT SINGH  
959 N. PARKWAY DRIVE  
FRESNO, CA 93728-2724

RE: **BU# 823583 – CV738 ROEDING PARK**  
**Site Address: 959 N Parkway Drive C/T, Fresno, CA 93728**

Dear MR. DALJIT SINGH:

In order to better serve the public and minimize the amount of towers in an area where a Lease is located, T-Mobile plans to modify the equipment at the telecommunication facility. The modification will not alter the character or use of the site nor will it change the nature of Crown Castle's occupancy of the site.

The CITY OF FRESNO, CA requires Landowners Authorization for applications related to Land Use, zoning and/or building permits. Therefore, I respectfully request your notarized signature where indicated on the enclosed Property Owner Letter of Authorization (a notary Acknowledgement form is included, and a notary can be scheduled to meet with you upon request).

Thank you for your continued cooperation with Crown Castle. If you have any questions concerning this request, please feel free contact me at (561) 544-4976 or via email at [Mereida.Bowens@crowncastle.com](mailto:Mereida.Bowens@crowncastle.com)

Yours truly,

*Mereida Bowens*

Mereida Bowens  
Real Estate Specialist  
(561) 544-4976  
[Mereida.Bowens@crowncastle.com](mailto:Mereida.Bowens@crowncastle.com)

## ADDENDUM TO PURCHASE AND SALE AGREEMENT

It is hereby acknowledged that the real estate broker or its agents are making no representations or recommendations as to the legal sufficiency, legal effect, or tax consequences of this document or the transaction relating thereto. You should consult your attorney and/or tax consultant regarding these matters.

See attached Property Information Sheet.

*This is a legally binding contract. Please read it carefully before signing. If you do not understand it, consult an attorney. Broker is not authorized to give legal advice.*

**Buyers**

\_\_\_\_\_

\_\_\_\_\_

**Sellers**

  
\_\_\_\_\_

  
\_\_\_\_\_

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

**Date:** 2.27.21



**LANDMARK  
DIVIDEND**

2141 Rosecrans Ave, Ste. 2100 – El Segundo, CA 90245  
(866) 392-4200 - (310) 294-8160

May 10, 2017

Daljit Singh  
Singh Daljit & Surinder K  
959 N Parkway Dr  
Fresno, CA 93728-2724

**RE: Option Agreement – Lease Easement Purchase**

Landmark Dividend LLC ("Landmark") is pleased to offer you (the "Seller") the following proposal. Landmark has completed an initial analysis of the lease(s) and associated revenue for 1 lease(s) located on property owned by you (the "Premises") and identified in **Exhibit A** (the "Lease(s)"). Based on this preliminary analysis, upon your selection of one (1) of the following **Proposals** as set forth below, Landmark will provide the **Purchase Price** in exchange for an easement to the Premises (the "Easement"), and an assignment of your interest in the Lease(s) and associated rent revenue for the **Term** selected below by Seller.

See **Schedule 1** for any additional terms for each **Proposal**. Please indicate your acceptance of the preferred **Proposal** by placing your initials in the corresponding column.

Proposal	Purchase Price	Term Purchased	Initial One
A	\$95,000.00	180 Months	

Landmark shall increase the purchase price of the selected proposal by \$5,000.00 if this option agreement is executed and returned prior to May 12, 2017.

By signing below, you grant Landmark an option to complete the contemplated transaction and purchase from you the landlord interest in the Lease(s) (the "Option"). Landmark may exercise the Option granted herein at any time within 90 calendar days of the date of full execution of this letter and receipt of necessary due diligence items (the "Option Period"). Seller and Landmark agree that all scheduled rent as set forth in the Lease, whether paid on a monthly basis or annually, shall be prorated as of the closing date for the transaction contemplated herein. For illustrative purposes of calculating prorations, please refer to the example as set forth in Exhibit A.

You acknowledge that a \$100 non-refundable cash deposit by Landmark and Landmark's commitment to expend time, effort and expense to evaluate this transaction are good, valuable and sufficient consideration for the Option granted herein. During the Option Period, you agree to cooperate fully with Landmark in connection with its evaluation of this transaction. Further, during the Option Period, you shall not, directly or indirectly, (a) offer the Lease(s) or the Premises for sale or assignment to any other person; (b) negotiate, solicit or entertain any offers to sell or assign any interest in the Lease(s) or Premises to any other person; or (c) modify, amend, supplement, extend, renew, terminate or cancel the Lease(s).

This letter is intended as and shall be a legally binding commitment. In the event of a breach of this letter agreement, Landmark shall, in addition to its other rights and remedies, be entitled to compensation for its time, effort and expense to evaluate this transaction and, in any action to enforce this letter agreement, to recovery of its reasonable attorneys' fees.

Your signature below will indicate your agreement to the foregoing and will provide authorization for Landmark to proceed with the evaluation of this transaction and completion of its due diligence including but not limited to verification with the tenants of the accuracy of the due diligence items. If this Option Agreement not executed by you, by August 08, 2017, it shall be void and of no further cause or effect.

We look forward to working with you on this transaction. Should you have any questions, please feel free to contact me at any time.

AGREED TO AND ACCEPTED AS INDICATED BELOW AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_

LANDMARK DIVIDEND LLC

\_\_\_\_\_  
Daljit Singh

\_\_\_\_\_  
DAY OF \_\_\_\_\_

## Schedule 1

### Option A - Additional Terms

#### Short Term Additional Terms

Based on this preliminary analysis, Landmark will provide \$95,000.00 (the Purchase Price) for a 180 Months month assignment of your interest in and to the Lease(s) and associated rent revenue (the "Initial Term").



Exhibit A

Tenant/Carrier	Term Purchased	Current Rent	Rent Frequency	Escalation Rate	Escalation Frequency	Date of Next Escalation
T-Mobile	180 Months	\$1,000.64	Monthly	3.00 %	Annually	March 01, 2018

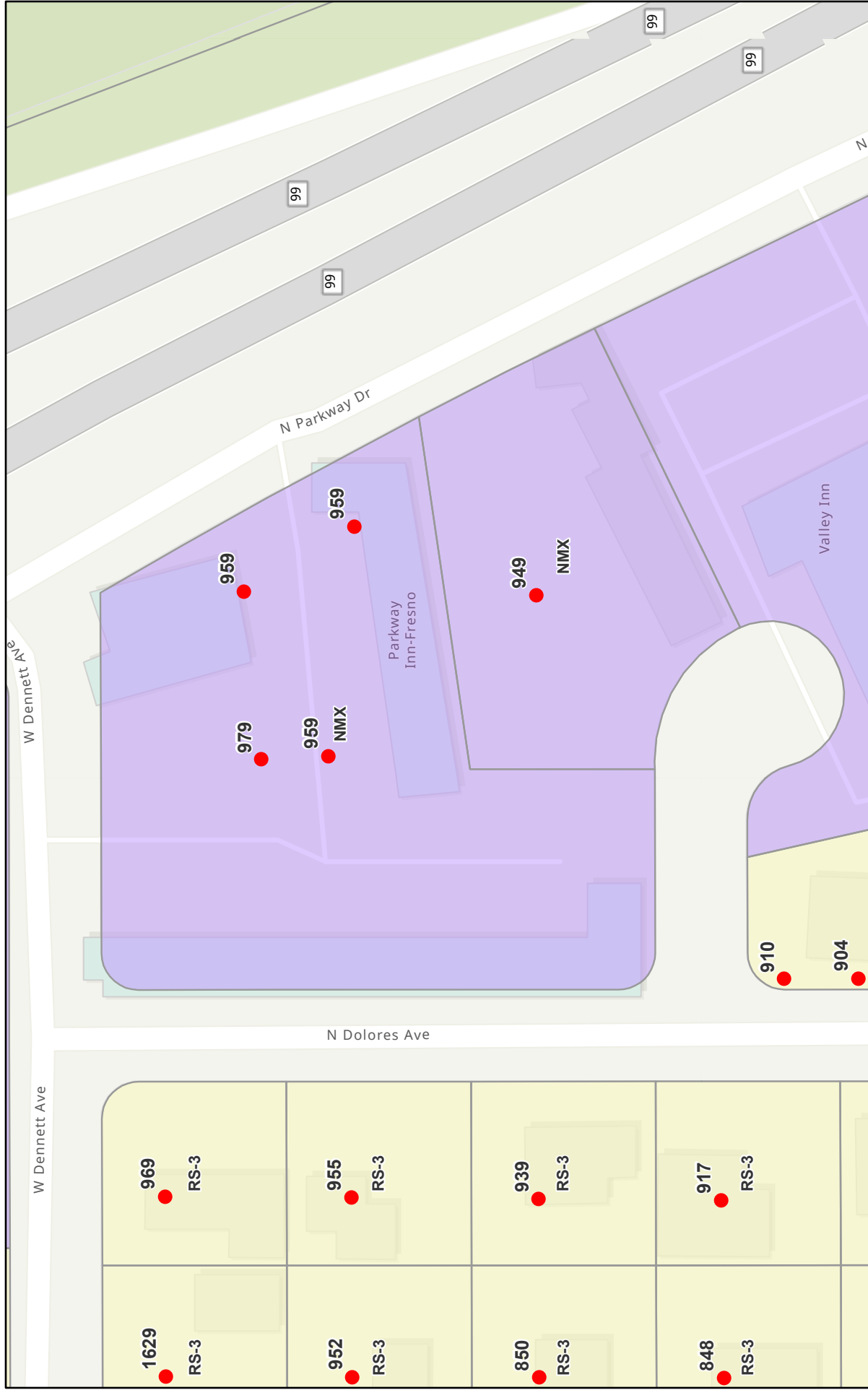
For Illustrative Purposes Only:

Closing Proration of the Schedule Rent --

Landmark is entitled to receive all scheduled rents due on and after the closing date for the contemplated transaction. The scheduled rental revenue from the Leases shall be prorated between the Seller and Landmark based on a 365-day calendar year.

- **Monthly Proration Scenario** -- If the monthly scheduled rent is \$1000/month and the contemplated transaction closes on the 15<sup>th</sup>, Landmark will be entitled to receive an amount equal to the rents owed for the time period from the 16<sup>th</sup> to the 31<sup>st</sup> or \$516.13 (equal to 16 days). This scenario was calculated based on a daily proration of the rent attributable for a full 31-day calendar month.
- **Annual Proration Scenario** -- If the annual rent is \$12,000/year and due on April 1<sup>st</sup> of every year and the contemplated transaction closes on June 15<sup>th</sup>, Landmark will receive an amount equal to rents owed for the time period from June 16<sup>th</sup> to March 31<sup>st</sup> of the following year or \$9,501.37 (equal to 289 days).

# ArcGIS Web Map



5/31/2021, 10:10:42 AM

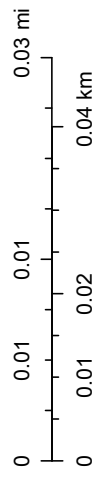
● Addresses Zoning

□ Parcels

■ RS-3 - Residential Single-Family, Low Density

■ NMX - Neighborhood Mixed Use

1:1,128



ARTICLE 11 - MIXED-USE DISTRICTS (MX)

SEC. 15-1101. - PURPOSE:

The purposes of the Mixed-Use (MX) Districts are to:

- A. Promote pedestrian-oriented infill development, intensification, and reuse of land consistent with the General Plan.
- B. Allow and encourage the development of mixed-use centers and corridors with a vibrant concentration of goods and services, multi-family housing, and community gathering and public spaces at strategic locations.
- C. Transform certain auto-oriented boulevards and corridors into vibrant, diverse, and attractive corridors that support a mix of pedestrian-oriented retail, office, and residential uses in order to achieve an active social environment within a revitalized streetscape.
- D. Provide options which reduce the need for private automobile use to access shopping, services, and employment and minimize air pollution from vehicle miles traveled.
- E. Offer additional housing opportunities for residents seeking to live in an urban environment.
- F. Improve access to a greater range of facilities and services for surrounding residential neighborhoods.
- G. Establish development and design standards for these centers and corridors that will create a unified, distinctive, and attractive urban character, with appropriate transitions to adjacent residential neighborhoods.
- H. Facilitate mixed-use residential development at increased densities and intensities in key locations such as along Bus Rapid Transit (BRT) corridors. Implement and provide appropriate regulations for General Plan classifications of "Neighborhood Mixed-Use," "Corridor/Center Mixed-Use," and "Regional Mixed-Use."

Additional purposes of each Mixed-Use District are as follows:

**NMX Neighborhood Mixed-Use.** The NMX district is intended to provide for mixed-use residential districts that include local-serving, pedestrian-oriented commercial development, such as smaller independent retail shops and professional offices in two- to three-story buildings. Development is expected to include ground-floor neighborhood retail uses and upper-level housing or offices, with a mix of small lot single-family houses, townhomes, and multi-family dwelling units on side streets, in a horizontal or vertical mixed-use orientation. The NMX district provides for a scale and character of development that is pedestrian-oriented, designed to attract and promote a walk-in clientele, with small lots and frequent pedestrian connections permitting convenient access from residences to commercial space.

**CMX Corridor/Center Mixed-Use.** The CMX district is intended to allow for either horizontal or vertical mixed-use development along key circulation corridors in the city where height and density can be easily accommodated. Ground-floor retail and upper-floor residential or offices are the primary uses, with residential uses, personal and business services, and public and institutional space as supportive uses. Development will facilitate the transformation of existing transportation corridors into vibrant, highly walkable areas with broad, pedestrian-friendly sidewalks, trees, landscaping, and local-serving uses with new buildings that step down in relationship to the scale and character of adjacent neighborhoods.

**RMX Regional Mixed-Use.** The RMX district is intended to support regional retail and mixed-use development in large-scale activity centers outside of Downtown, as identified by the General Plan. It accommodates urban-scale mixed-use development that serve residents and businesses of the region at large. Medium-scale retail, housing, office, civic and entertainment uses, and shopping malls with large-

format or "big-box" retail are allowed, as are supporting uses such as gas stations, hotels, and residential in mixed-use or single-use buildings. Development and design standards will create a pedestrian orientation within centers and along major corridors, with parking located on the side or rear of, or within, major structures.

(Added Ord. 2015-39, § 1, eff. 1-9-16).

SEC. 15-1102. - USE REGULATIONS.

- A. Table 15-1102 prescribes the proposed land use regulations for Mixed-Use Districts. The regulations for the districts are established by letter designations listed below. These designations apply strictly to the permissibility of land uses; applications for buildings or structures may require discretionary review.
  - "P" designates permitted uses.
  - "C" designates uses that are permitted after review and approval of a Conditional Use Permit.
  - "(#)" numbers in parentheses refer to specific limitations listed at the end of the table.
  - "-" designates uses that are not permitted.
- B. Uses listed as "P" or "C" may be restricted in certain locations by Section 15-1104-A.
- B. Land uses are defined in Article 67, Use Classifications.
- C. In cases where a specific land use or activity is not defined, the Director shall assign the land use or activity to a classification that is substantially similar in character per Section 15-5020, Director's Determination.
- D. All permitted uses are allowed either alone or in combination with other permitted uses unless otherwise stated in this Code.
- E. Use classifications and subclassifications not listed in the table or not found to be substantially similar to the uses below are not permitted.
- F. The table also notes additional regulations that apply to various uses. Section numbers in the right hand column refer to other sections of this Code.

TABLE 15-1102: USE REGULATIONS—MIXED-USE DISTRICTS

Use Classifications	NMX	CMX	RMX	Additional Regulations
Residential Housing Types				
Single-Unit Dwelling, Attached	P(1)	P(1)	P(1)	§ 15-2754, Second Dwelling Units, Backyard Cottages, and Accessory Living Quarters
Multi-Unit Residential	P(1)	P(1)	P(1)	

Adult Family Day Care					
Small (6 clients or less)	P(1)	P(1)	-		
Large (7 to 12 clients)	P(1)	-	-		
Elderly and Long-Term Care	P(1)	-	-		
Family Day Care					
Small (8 or fewer children)	P(1)	P(1)	P(1)		§ 15-2725, Day Care Centers and Family Child Care Homes
Group Residential					
Small (6 persons or less)	P(1)	P(1)	P(1)		
Large (7 persons or more)	P(1)	P(1)	P(1)		
Residential Care Facilities					
Residential Care, Limited	P(1)	P(1)	P(1)		
Public and Semi-Public Use Classifications					
Colleges and Trade Schools, Public or Private	C(3)	C(3)	C(3)		
Community and Religious Assembly (less than 2,000 square feet)	P	P	P		§ 15-2719, Community and Religious Assembly Facilities
Community and Religious Assembly (2,000 square feet or more)	C(4)	C(4)	P		
Community Garden	P	P	P		§ 15-2720, Community Gardens/Urban Farms
Conference/Convention Facility	C(4)	C(4)	C		

Cultural Institutions	P(5)	C	C	
Day Care Centers	P	P	P	§ 15-2725, Day Care Centers and Family Child Care Homes
Emergency Shelter	-	-	P	§ 15-2729, Emergency Shelters
Government Offices	P(2)	P(1)	P(1)	
Hospitals and Clinics				
Hospital	-	C(11)	C(11)	
Clinic	C(5)	P(5)	P	
Substance Abuse Treatment Clinic	C(14)	C(14)	C(14)	
Instructional Services	P	P	P	
Park and Recreation Facilities, Public	-	P	P	
Parking, Public or Private	-	C(6)	C(6)	
Public Safety Facilities	C	C	C	
Schools, Public or Private	-	-	C	
Social Service Facilities	C	P(1)	-	
Commercial Use Classifications				
Animal Care, Sales and Services				
Grooming and Pet Stores	P	P	P	P

Veterinary Services	-	C(7)	C(7)
Artist's Studio	P	P	P
Automobile/Vehicle Sales and Services			
Automobile/Vehicle Sales and Leasing	-	C(13)	\$ 15-2709, Automobile and Motorcycle Retail Sales and Leasing
Service Station	C	C	\$ 15-2755, Service Stations
Banks and Financial Institutions			
Banks and Credit Unions	P(5)	P	P
Check Cashing Businesses and Payday Lenders	-	-	\$ 15-2715, Check Cashing Businesses, Payday Lenders, and Similar Financial Services
Banquet Hall	C	C	\$ 15-2712, Banquet Hall
Business Services	P	P	P
Eating and Drinking Establishments			
Bars/Nightclubs/Lounges	C(16)	C(16)	C(16)
Restaurant with Alcohol Sales	C(16)	C(16)	\$ 15-2743, Outdoor Cooking for Commercial Purposes; \$ 15-2744, Outdoor Dining and Patio Areas; \$ 15-2751, Restaurants with Alcohol Sales, Bars, Nightclubs, and Lounges
Restaurant without Alcohol Sales	P	P	P
Entertainment and Recreation			
Cinema/Theaters	C	C	P

Cyber/Internet Cafe	C	C	C	\$ 15-2724, Cyber/Internet Cafes
Small-Scale	C(17)	P	P	\$ 15-2708, Arcades, Video Games, and Family Entertainment Centers, \$ 9-1801, Billiard Rooms
Food and Beverage Sales				
Farmer's Markets	P	P	P	\$ 15-2730, Farmer's Markets
General Market	P	P	P	\$ 15-2744, Outdoor Dining and Patio Areas;
Healthy Food Grocer	P	P	P	\$ 15-2745, Outdoor Retail Sales
Liquor Stores	C(12)	C(12)	C(12)	\$ 15-2707, Alcohol Sales; \$ 15-2745, Outdoor Retail Sales
Funeral Parlors and Internment Services	-	-	C	\$ 15-2714, Body Preparation and Funeral Services
Live/Work	P(1)	P(1)	P(1)	
Lodging				
Hotels and Motels	P(8)	P(8)	P	
Maintenance and Repair Services	P(9)	P(9)	P(5)	
Offices				
Business and Professional	P(9)	P	P	
Medical and Dental	P(4)	P	P	
Walk-in Clientele	P(9)	P	P	
Personal Services				
General Personal Services	P(5)	P	P	

Tattoo or Body Modification Parlor	P(5)(12)	P(12)	P(12)	§ 15-2758, Tattoo or Body Modification Parlor
Retail Sales				
Building Materials and Services	-	-	C	§ 15-2745, Outdoor Retail Sales
Convenience Retail	P(5)	P	P	§ 15-2745, Outdoor Retail Sales; 15-2761 Tobacco and Vapor Shops
General Retail	P(5)	P	P	§ 15-2733, Hobby Stores; § 15-2745, Outdoor Retail Sales
Large-Format Retail	-	-	P	§ 15-2737, Large-Format Retail; § 15-2745, Outdoor Retail Sales
Nurseries and Garden Centers	P	P(5)	P	§ 15-2745, Outdoor Retail Sales
Second Hand/Thrift Stores	P(5)	P	P	
Industrial Use Classifications				
Recycling Facility				
Reverse Vending Machine	P	P	P	§ 15-2750, Recycling Facilities
Transportation, Communication, and Utilities Use Classifications				
Airports and Heliports	-	-	C(10)	
Communication Facilities				
Antenna and Transmission Towers	See Section 15-2759, Telecommunications and Wireless Facilities			
Transportation Passenger Terminals	-	-	C	

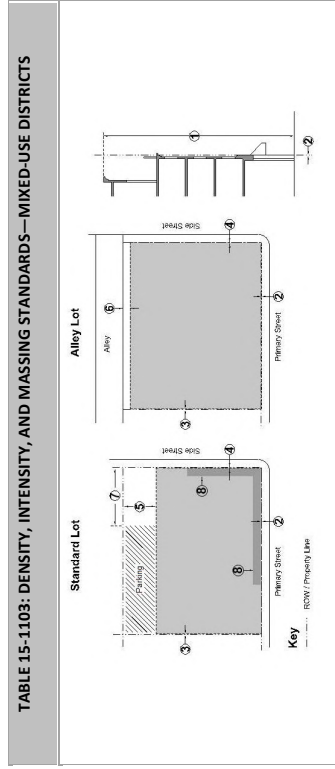
Utilities, Minor	P	P	P	
Agricultural and Extractive Use Classifications				
Tasting Room	C	C	C	
Urban Farm	P	-	-	§ 15-2719, Community Gardens/Urban Farms
Other Applicable Types				
Accessory Uses and Structures	§ 15-2703, Accessory Uses			
Home Gardens	§ 15-2734, Home Gardens and Edible Landscaping			
Home Occupations	§ 15-2735, Home Occupations			
Animal Keeping	§ 15-2707, Animal Keeping			
Drive-in and Drive-Through Facilities	C(15)	C(15)	C(15)	§ 15-2728, Drive-In and Drive-Through Facilities
Walk-Up Facilities	§ 15-2766, Walk-Up Facilities			
Non-Conforming Use	Article 4, Non-Conforming Uses, Structures, Site Features, and Lots			
Temporary Use	§ 15-2760, Temporary Uses			
Transitional and Supportive Housing	§ 15-2762, Transitional and Supportive Housing			
Specific Limitations:				
<ol style="list-style-type: none"> <li>1. Not allowed on the ground floor of portions of the site which abut a major street, but allowed in the interior of all sites. Projects with frontage on more than one major street may be excepted from this restriction on one of the major streets at the discretion of the Review Authority. <ol style="list-style-type: none"> <li>2. Reserved.</li> </ol> </li> <li>3. Not to include industrial training such as welding or automotive repair involving the use of tools and materials appropriate to an industrial use area. <ol style="list-style-type: none"> <li>4. Must be located along a major street.</li> </ol> </li> <li>5. Limited to establishments with a gross floor area of 5,000 square feet or less.</li> </ol>				

- 6. Shall be below grade or in structures faced with active uses along the street.
- 7. Provided that such use shall be completely enclosed in a building of soundproof construction.
- 8. Limited to upper stories unless at least 50 percent of ground floor street frontage is occupied by food service use.
  - 9. Limited to 4,500 square feet in size if on the ground floor.
  - 10. Limited to heliports used as accessory to a hospital.
- 11. Building heights for hospitals shall not exceed 150 ft. There is no maximum Floor Area Ratio for hospitals.
  - 12. Not allowed within 500 feet of an existing or planned Bus Rapid Transit stop.
  - 13. Must take place entirely within a building.
  - 14. Must include an indoor waiting area.
  - 15. Not allowed within 100 feet of a planned or existing Bus Rapid Transit station and not allowed between a building and a sidewalk.
- 16. If an MX District is applied to the area bounded by Divisadero Avenue, Highway 41, and Highway 99, a Conditional Use Permit shall not be required for Bars/Nightclubs/Lounges within that area.
- 17. Limited to establishments with a gross floor area of 10,000 square feet or less.

(Added Ord. 2015-39, § 1, eff. 1-9-16; Am. Ord. 2015-43, § 1, eff. 1-22-16).

SEC. 15-1103. - DENSITY, INTENSITY, AND MASSING DEVELOPMENT STANDARDS.

Table 15-1103 prescribes the density, intensity, and massing development standards for the Mixed-Use Districts. Additional regulations are denoted in a right hand column. Section numbers in this column refer to other sections of the Code, while individual letters refer to subsections that directly follow the table. The numbers in each illustration below correspond to the "#" column in the associated table. Drawings are for illustrative purposes and are not drawn to scale.



District	NMX	CMX	RMX	Additional Regulations	#
Floor Area Ratio (max.)	1.5	1.5	2.0	§ 15-309, Determining Floor Area Ratio	
Residential Density, du/ac (min./max.)	12/16	16/30	30/45	§ 15-310, Determining Residential Density Min. res. density shall not be required for the following: projects on lots less than 20,000 sq. ft. in area; projects further than 1,000 feet from a planned or existing BRT route; and projects which submit a Development Permit application prior to January 1, 2019.	
Maximum Height (ft.)	40	60	75	§ 15-1104-B, RS Transition Standards and § 15-2012, Heights and Height Exceptions	①
Setbacks (ft.)					
Front (min./max.)	-/10	-/10	-/10		②
Interior Side (min.)	-	-	-		③
Street Side (min.)	-	-	-	§ 15-313, Determining Setbacks and Yards § 15-1104-B, RS Transition Standards	④
Rear (min.)	-	-	-	§ 15-1104-D, Parking Setback § 15-2305, Areas to be Landscaped	⑤
Alley (min.)	3	3	3		⑥
Parking, from back of sidewalk or curb (min.)	30	30	30		⑦
Minimum Frontage Coverage (%)	60	70	80	§ 15-317, Determining Frontage Coverage	
Corner Frontage (ft., measured from property corner)	15	30	50	§ 15-1104-C, Corner Frontage	⑧
Minimum On-Site Open Space (% of Lot Area)	15	10	8	§ 15-1104-E, On-Site Open Space	

(Added Ord. 2015-39, § 1, eff. 1-9-16).

SEC. 15-1104. - SITE DESIGN DEVELOPMENT STANDARDS.

A. **Active Uses Adjacent to Sidewalks.** For buildings located within 20 feet of a public street, the following standards shall apply:

1. **Within 200 Feet of an Existing or Planned Bus Rapid Transit Station.** No less than 60 percent of the building frontage along public streets shall be occupied by food and beverage sales, entertainment and recreation, general personal services, artist's studios, eating and drinking establishments, personal services, general retail, or convenience retail uses. Other high-activity uses which typically operate at night and on weekends may be approved at the discretion of the Review Authority.

2. **Other Locations.** Active spaces, such as dwelling units, cinemas/theaters, eating and drinking establishments, offices, personal services, general retail, or residential or office lobbies, or shall occupy no less than 60 percent of building frontage along public streets. Inactive and utilitarian spaces, such as storage, utility rooms, or facilities which are occupied infrequently shall not occupy more than 50 percent of the building frontage along public streets. Sites with frontage on multiple streets may not be required to meet this standard along the street with the lowest functional classification or least visual prominence, at the discretion of the Review Authority.

B. **RS Transition Standards.** Where an MX district abuts an RS District, the following standards apply:

1. **Height.** The maximum height within 40 feet of an RS District is limited to 30 feet. The maximum height within 50 feet of an RS District is 40 feet.

2. **Setbacks.** The following additional setback requirements shall be applied to all structures, including accessory structures, on parcels which are adjacent to an RS District:

- a. **Front and Street Side Yard.** The front setback shall not be less than the required front yard on the abutting RS District lot within 50 feet of the RS District.
- b. **Interior Side and Rear.** The interior side and rear setback abutting an RS District boundary shall be 20 feet.

3. **Landscape.** See Table 15-2305-C.1, Required Landscape Buffers.

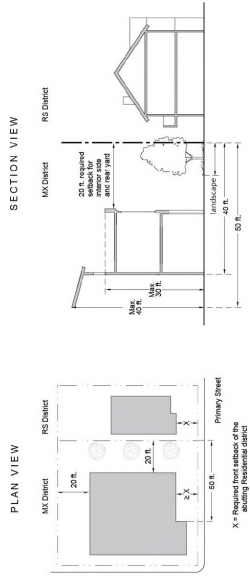


FIGURE 15-1104-B: RS TRANSITION STANDARDS—MX DISTRICTS

4. **Screening.** When a multi-story building is proposed and the second story or above is located within 50 feet of the side or rear yard of a single-family lot, screening measures shall be applied to provide a reasonable degree of privacy.

a. Screening measures include, but are not limited to, landscaping, alternate window and balcony placements, placing windows at least six feet from the floor of the interior of the unit, incorporating wing walls or louvers, using glass block or other translucent material, and other such methods.

b. Sufficiency of Screening. The Review Authority shall determine the sufficiency of the proposed screening measures and may require additional measures.

C. **Corner Frontage.** Buildings on corner lots must be located within five feet of the street property line for the minimum length specified in Table 15-1103. Plazas may be located at the street corner provided the plaza meets the requirements of Section 15-1104-E.1.c and buildings are built to the edge of the plaza.

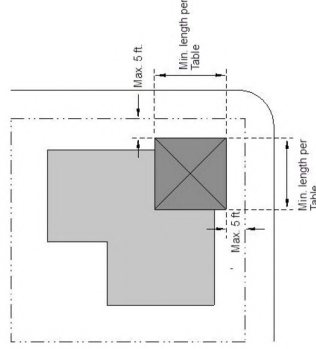


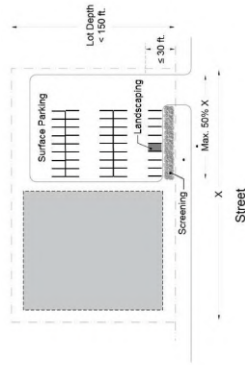
FIGURE 15-1104-C: CORNER FRONTAGE STANDARDS

D. **Parking Setback.** Parking shall be setback as shown on Table 15-1103 except as provided below:

1. **Surface Parking.**

- a. Surface parking which is located behind a building shall not be subject to the parking setback requirement.
- b. On lots less than 150 feet in width or depth or at the discretion of the Review Authority, surface parking may be set back less than the distance shown on Table 15-1103, if the following conditions are met:
  - i. Such parking shall not be set back from the street less than adjacent buildings on the site.
  - ii. The parking setback area shall be landscaped.
  - iii. There shall be no more than four adjacent parking spaces in surface parking areas located less than 30 feet from a street-facing lot line. The space between groups of four adjacent parking spaces shall be equal in width to the adjacent parking spaces and shall be landscaped.
  - iv. Parking spaces shall be screened from the adjacent street with a minimum three foot berm, wall, or hedge, or combination thereof.





**FIGURE 15-1104-D.1: SURFACE PARKING SETBACK REDUCTION**

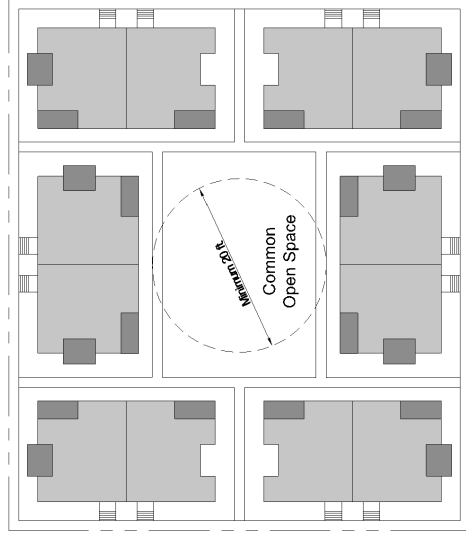
2. **Partially Submerged Podium Parking.** Parking that is partially below the street grade may extend to the setbacks of the main structure, if the following conditions are met:
  - a. No more than six feet of the partially submerged parking podium may extend above the street grade.
  - b. The partially submerged parking podium shall be screened along street facing elevations by foundation plant materials. Gates need not be screened.
3. **Underground Parking.** Parking that is fully underground and below the street grade may extend from lot line to lot line

**E. On-Site Open Space.**

1. **Minimum Open Space Required.** The minimum amount of on-site open space required shall be based on the size of the lot, as shown in Table 15-1103. This requirement may be met through a combination of private open space, common open space, or public plazas as follows:
  - a. **Private Open Space Requirements.** Private open spaces are those which are attached to a dwelling unit and are available only for the private use of the residents of the dwelling unit, such as balconies, porches, and patios. No fewer than 50 percent of the dwelling units on a site shall have a private open space. The following standards shall apply to private open space:
    - i. The minimum dimension of any private open space shall be five feet.
    - ii. The minimum area of any private open space shall be 32 square feet.
    - iii. When located within 30 feet of a public street and located on the ground floor, private open spaces shall follow the requirements for Porches as put forth in Table 15-1105-D.
    - iv. When located within 30 feet of a public street and located above the ground floor, private open spaces shall follow the requirements for Balconies as put forth in Table 15-1105-D.
  - b. **Common Open Space Requirements.** Common open spaces are those which are available for active or passive use by all tenants, but use by the general public may be restricted. To the extent that common open space is provided, the following standards shall apply:
    - i. The minimum dimension of any common open space shall be 20 feet.
    - ii. The minimum area of any common open space shall be 1,000 square feet. The calculation of the common open space area shall exclude structures which are

unusable as open space, but shall include structures that enhance its usability, such as swimming pools, changing facilities, fountains, planters, benches, and landscaping. At least 80 percent of common open space shall be unobstructed to the sky. Trellises, pergolas, and similar structures shall be considered open to the sky for the purposes of this measurement.

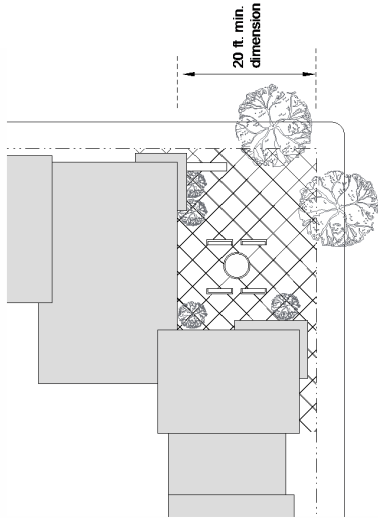
iii. Common open space may be located at grade, on rooftops, on top of parking podiums, or any other such location that is accessible to tenants. Common open space may not be located within required setbacks or parking areas.



**FIGURE 15-1104-E.1.b: MINIMUM REQUIRED COMMON OPEN SPACE DIMENSION**

- c. **Public Plaza Requirements.** Public plazas are those which are available for use by the general public, as well as tenants of the project. To the extent that public plazas are provided, the following standards shall apply:
  - i. The minimum dimension of any public plaza shall be 20 feet.
  - ii. The minimum area of any public plaza shall be 500 square feet. The calculation of the public plaza area shall exclude structures which are unusable as open space, but shall include structures that enhance its usability, such as fountains, planters, benches, and landscaping.
  - iii. Public plazas shall include benches or other seating, and paving shall be of high-quality materials. Amenities provided shall enhance the comfort, aesthetics, or usability of the space and include, but not be limited to, trees and other landscaping, shade structures, drinking fountains, water features, public art, or performance areas. Landscaping or other aspects of the design shall not discourage the use of the space by the general public.

- iv. Public plazas shall be fully accessible from the public right-of-way, shall be located in front of project buildings and shall not be located where public views into the space are obstructed by buildings or other structures.
- v. Public plazas may be located within required front setbacks.
- vi. A public access easement shall be provided for the space.



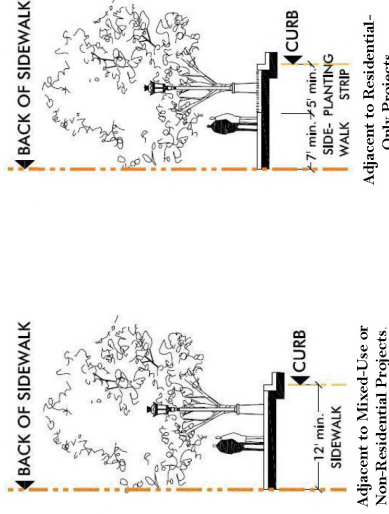
**FIGURE 15-1104-E.1.c: MINIMUM REQUIRED PUBLIC PLAZA DIMENSION**

- 2. **Minimum Open Space Reduction.** The minimum amount of open space required shall be reduced by 25 percent in any one of the following circumstances:
  - a. Any portion of the lot is located within 400 feet of a transit stop with regular, scheduled service during the weekday hours of 7:00 a.m. to 9:00 a.m. and 5:00 p.m. to 7:00 p.m.
  - b. There is a public park within 400 ft. of the site, and
    - i. Said park is located on the same side of the street and provides an improved pedestrian path to and from the site; or
    - ii. The public park is across a local street and the site provides an improved pedestrian path to and from the site.
  - c. The parcel is 15,000 square feet or less in area.

**F. Sidewalk Standards.**

- 1. **Applicability.** All projects shall be required to bring adjacent sidewalk conditions into conformance with the standards of this section, subject to the following exceptions:
  - a. Applications for signs only.
  - b. Tenant improvements for new establishments occupying 20,000 square feet of gross floor area or less.
  - c. Building expansions of 2,000 square feet of net new floor area or less.

- 2. **Width.** Sidewalks shall be no less than 12 feet in width. If the current distance between the right-of-way boundary and the face of the adjacent curb is less than 12 feet, the method by which this requirement shall be satisfied shall be determined by Review Authority. The available methods shall be as follows:
  - a. **Set Back.** The building may be set back from the right-of-way boundary the distance that is necessary to achieve the required sidewalk width. The portion of the sidewalk which lies within the private parcel shall be guaranteed for public access by the enactment of a public access easement.
  - b. **Reconstruction.** The applicant may demolish and reconstruct the sidewalk for the entirety of the block frontage(s) which the project occupies to the extent necessary to satisfy the requirements of this section.
  - c. **Parklet.** The sidewalk may be expanded into the roadway by a metal or wood deck which does not interfere with the drainage of the street. In such instances the applicant shall enter into an encroachment agreement with the City in which the applicant accepts full responsibility for the maintenance and repair of the parklet, as well as providing the indemnification and insurance as required by the City's Risk Manager.
  - d. **Width Exemption.** For unusually challenging site conditions, or in instances in which the existing building and sidewalk pattern warrants it, the Director may exempt the applicant providing the full sidewalk width required above. In such instances all other requirements in this section, such as for trees and lighting, shall be met.
- 3. **Treatment.** Required sidewalks shall be paved and landscaped as follows:
  - a. **Adjacent to Mixed-Use or Non-Residential Projects.** The full width of the sidewalk shall be fully paved in uncolored concrete with a simple 30-inch scoring pattern.
  - b. **Adjacent to Residential-Only Projects.** A seven-foot walkway adjacent to the private parcel shall be paved in uncolored concrete with a simple 30 inch scoring pattern. The five feet adjacent to the curb shall be a parkway strip which shall be landscaped in a manner to be determined by the Director.



- 4. **Trees.** Street trees shall be provided with sidewalk improvements. Exact tree type and location shall be determined by the Director. Preferred street tree type and location shall be as follows:

- a. **Alignment.** Street trees should be located no more than three feet from the back of curb, and whenever possible should be aligned with other trees on the block.
  - b. **Spacing.** Street trees should generally be evenly spaced, no less than 20 feet apart, and not more than 40 feet apart. Whenever possible, trees should not be located directly in front of building entrances.
  - c. **Wells.** When a parkway strip is not provided, trees should be placed in tree wells measuring five feet by five feet. To maximize usable sidewalk area, tree wells shall be covered by grates of a design which is approved by the Director. Larger tree wells may be required by the Public Works Director for species requiring more space. The property owner shall assume maintenance responsibilities for the tree grates.
  - d. **Species.** Street trees should be deciduous, fast growing, drought tolerant, and should eventually form a tall canopy. Not more than one species should be planted per block. Whenever nearby pre-existing trees are in good condition and meet the intent of this section, new trees should be of the same species.
5. **Lighting.** Pedestrian-scaled street lights shall be provided with sidewalk improvements. Exact design and location shall be determined by the Director. Preferred designs and locations shall be as follows:
- a. **Alignment.** Street lights should be located no more than three feet from the curb, and whenever possible should be aligned with street trees, as well as other lights on the block.
  - b. **Spacing.** Street lights should be generally evenly spaced, no less than 30 feet apart, and not more than 80 feet apart. Whenever possible, street lights should be no less than 15 feet from nearby street trees.
  - c. **Design.** Street lights should not be of the type commonly known as Cobra Heads or other types which are intended primarily for the illumination of the vehicular roadway. Lights should be ornamental and designed primarily for the illumination of the sidewalk. Whenever nearby pre-existing lights are in good condition and meet the intent of this section, new lights should be of the same type. Intersection safety lights shall be typical cobra-head design, while mid-block lighting should be ornamental and scaled for the pedestrian environment. Lighting shall meet Public Works standards.
6. **Maintenance.** If a Community Facilities District is not established to maintain sidewalks, street trees, and lighting, the applicant shall enter into a maintenance agreement to ensure the maintenance of said facilities.
- G. **Service Areas and Loading.** Service and loading areas should be integrated with the design of the building and shall be screened from residential areas. Special attention shall be given when designing loading facilities in a location that is proximate to residential uses. Techniques such as block walls, enhanced setbacks, or enclosed loading shall be used to minimize adverse impacts to residents.
- H. **Pedestrian Access.** Pedestrian access to public streets shall be provided at the preference of the applicant by either the Flexibility Option or the Certainty Option as follows:
1. **Flexibility Option.** The applicant must demonstrate to the satisfaction of the Review Authority that the project meets the following goals:
    - a. Provide sufficient opportunities to walk to nearby amenities, services, and transit facilities.
    - b. Create an interface between the building and the public sidewalk which results in a high level of activity on the sidewalk.
  2. **Certainty Option.** Projects which comply with the following standards shall be considered to provide sufficient pedestrian access:
    - a. **Common Area Sidewalk Connections.** Common entrances into lobbies or internal pedestrian paths shall be provided at a rate of no less than one per 400 feet of linear street

- b. **Residential Unit Sidewalk Connections.** Direct entrances into individual ground-floor dwelling units which are adjacent to streets shall be provided at a rate of no less than one per 100 feet of linear street frontage. Such entrances shall be protected by a portico, canopy, or alcove of no less than four feet in depth.
- c. **Commercial Sidewalk Connections.** Direct entrances into ground-floor commercial establishments which are adjacent to streets shall be provided at a rate of no less than one per 100 feet of linear street frontage. When establishments with dimensions greater than 100 feet occupy a site, they shall be set back and wrapped with smaller spaces that will satisfy this requirement. See Figure 15-1104-H.2.C.
- d. **External Connections to Adjacent Development.** Pedestrian walkways shall connect the project site to adjacent Residential, Commercial, Mixed Use, and Office districts at a frequency of no less than one per 600 feet. Projects may be exempted from this requirement in the following situations:
  - i. An interconnected street network with short blocks and sidewalks exists in the surrounding area; or
  - ii. The project site is less than one acre in size; or
  - iii. The adjacent properties are developed and there are no possible connection points via breaks in the perimeter wall/fence.

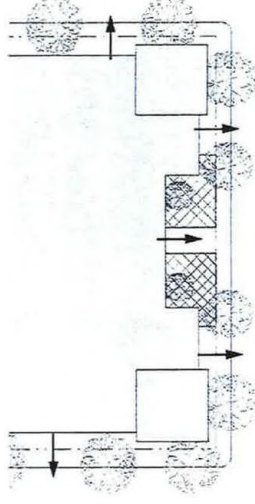
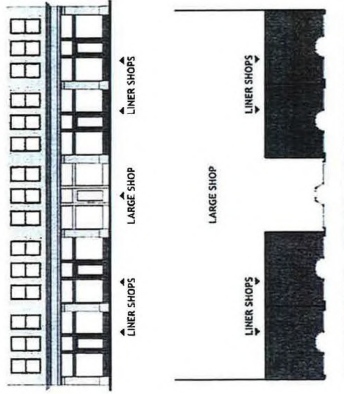


FIGURE 15-1104-H.2: SIDEWALK CONNECTIONS



**FIGURE 15-1104-H.2.C: WRAPPING OF LARGE USES**

- a. If the project is located within an area with adopted design guidelines, all applicable guidelines which relate to pedestrian access and the location of doors and entrances shall also be followed.

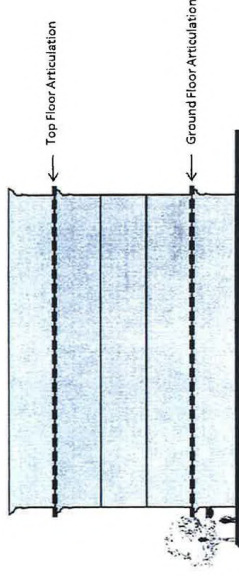
(Added Ord. 2015-39, § 1, eff. 1-9-16; Am. Ord. 2016-1, § 2, eff. 3-14-16).

**SEC. 15-1105. - FAÇADE DESIGN DEVELOPMENT STANDARDS.**

Appropriate façade design shall be provided at the preference of the applicant by either the Flexibility Option or the Certainty Option as follows:

- A. **Flexibility Option.** The applicant must demonstrate to the satisfaction of the Review Authority that the project meets the following goals:
  1. Present an attractive appearance to public streets.
  2. Be aesthetically and functionally compatible to the nearby development context.
  3. Demonstrate a high level of quality.
  4. Support the growth in value of surrounding properties.
- B. **Certainty Option.** Street-facing façades for buildings adjacent to a public street shall comply to the following standards. Other façades are not be subject to these standards.
  1. **Building Length Articulation.** At least one projection or recess shall be provided for every 50 horizontal feet of wall in one of the following manners:
    - a. Projections or recesses for buildings 50 feet wide or less shall be exempted from the building length articulation requirement; projections or recesses for buildings greater than 50 feet in width but less than 100 feet in width shall be no less than 12 inches in depth; or projections or recesses for buildings 100 feet wide or wider shall be no less than 24 inches in depth.
    - b. The depth and width of the projection or recess shall be proportionate to the overall mass of the building.

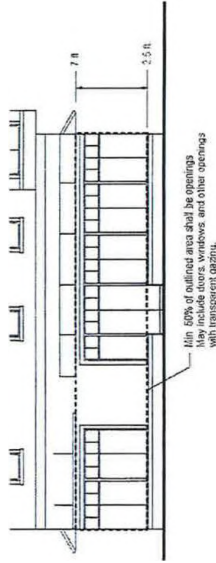
2. **Building Height Articulation.** In order to maintain a human scale for multi-story buildings, the height of façades shall be broken into smaller increments as follows:
  - a. **Ground Floor.** A substantial horizontal articulation of the façade shall be applied at the top of the first story. This element shall be no less than 18 inches tall, and should project from the adjacent wall plane. It shall be designed as a cornice, belt course, or a similar architectural element which is appropriate to the style of the building.
  - b. **Top Floor.** Buildings or portions of buildings which are four stories in height or taller shall also provide articulation for the top story of the building. This may be accomplished by a color change, material change, a cornice/belt course at the bottom of the uppermost story, by stepping the uppermost story back, or similar measures.



**FIGURE 15-1105-B.2: BUILDING HEIGHT ARTICULATION**

- C. **Building Materials and Finishes.** Materials shall present a durable and attractive appearance through high-quality materials, finishes, and workmanship defined as:
  1. At least two cladding materials (excluding roof and foundation); and
  2. At least three exterior colors (each cladding material shall count as a color, and trim/accent colors shall each count as a color, and visually significant colors for doors, balconies, and similar elements may count as a color).
  3. **Exception:** Buildings which accurately adhere to a recognized architectural style which is appropriately expressed in one cladding material and one color shall be exempted.
  4. **Exception:** Buildings with all of the following characteristics shall be allowed to use one cladding material:
    - a. Building height of 3 stories or less;
    - b. Building width of 100 feet or less; and
    - c. A façade with a comparable form of visual interest.
- D. **Window Design.**
  1. **Glazing Ratio.** Street-facing façades of each floor of the building shall have an overall wall composition of at least 25 percent glazing, but not more than 70 percent glazing, with the exception that commercial portions of the ground floor shall be subject to subsection D-2 below.
  2. **Ground Floor Commercial Transparency.** For ground floor street-facing façades on portions of a structure occupied by commercial uses, exterior walls facing a front or street-side lot line shall include windows, doors, or other openings with transparent glazing for at least 50 percent of the building wall area located between 2.5 and seven feet above the

level of the sidewalk. Openings fulfilling this requirement shall have transparent glazing and provide views into work areas, display areas, sales areas, lobbies, or similar active spaces, or into window displays that are at least two feet deep. The Review Authority may waive or reduce this requirement if doing so is necessary to satisfy State or local energy efficiency requirements.



**FIGURE 15-1105-D.2: GROUND FLOOR COMMERCIAL TRANSPARENCY**

1. **Vertical Proportion.** On upper stories, at least 50 percent of all window openings, window panes, or distinct window units shall have a vertical proportion, in which their height exceeds their width by 25 percent or more.
2. **Window Depth.** Windows shall create visual interest and the appearance of depth in one of the following manners:
  - a. Trim at least one inch in depth and three inches wide must be provided around all upper story windows and non-commercial ground-floor windows;
  - b. Windows must be recessed at least two inches from the plane of the surrounding exterior wall (for double-hung and horizontal sliding windows, at least one sash shall achieve the two-inch recess); or
  - c. Decorative plaster screed, minimum 2 inches wide.
  - d. Exception: Buildings with all of the following characteristics shall be allowed to use flush windows without trim:
    - i. Building height of 3 stories or less;
    - ii. Building width of 100 feet or less; and
    - iii. A façade with a comparable form of prominent surface relief and articulation, such as awnings, canopies, balconies, or massing changes.

**E. Façade Alignment.**

1. **Vertical Alignment.** With the exception of mansard roofs, cornices, and other such features, façades shall be oriented vertically and shall have no slope.
2. **Horizontal Alignment.** With the exception of bay windows and similar features, façades shall run parallel or perpendicular to the adjacent street.
3. **External Stairs, Corridors, and Hallways.** External stairs, corridors, and hallways that are located within 30 feet of a public street must be architecturally integrated into the building design.

**F. Balconies.** If balconies are provided, they shall not be grouped together into a continuous band across the façade. No more than two balconies shall be contiguous. Each balcony or group of

two balconies shall be distinct and shall have at least six feet of horizontal separation from any other balcony.

**G. Façade Elements.** Development shall incorporate a minimum of one of the following Façade Elements into street-facing building façades.

1. Forecourts;
2. Bay Windows;
3. Balconies;
4. Porches;
5. Stoops;
6. Arcades.

**H.** If the project is located within an area with adopted design guidelines, all applicable guidelines which relate to façade design shall also be followed.

(Added Ord. 2016-1, § 2, eff. 3-14-2016).

## Location &amp; Property Identification

**Property Name:** Motel 6  
**Property Type:** Improved Hospitality  
**Address:** 6717 Plymouth Rd  
**City/ State/ Zip:** Stockton, CA 95207  
**County:** San Joaquin  
**Submarket:** C. Stockton

## Sale Information

**Sale Price:** \$5,460,000  
**CEq Price:** \$5,460,000  
**Sale Date:** March 12, 2021  
**Sale Status:** Sale  
**Grantor:** G6 Hospitality  
**Grantee:** Avas Hospitality  
**Property Rights:** Going Concern  
**Document:** 45007  
**Data Source:** Costar/ Public Records

## Improvement &amp; Site Data

**Legal/ Tax/ APN:** 097-600-02  
**Acres (Gross):** 1.06  
**Land - SF (Gross):** 46,174  
**Zoning:** C  
**Description:** Commercial  
**Orientation:** Interior  
**Offsites:** Full  
**Building Area:** 36,496  
**Total Units:** 77  
**Quality:** Average  
**Condition:** Average  
**Buildings/Stories:** 1/2  
**Parking Spaces:** 80.00  
**Parking Type:** Open  
**Parking Ratio:** 1.04  
**Year Built:** 1970



## Economic Indicators

**Price/SF - Land:** \$118.25  
**Price/AC - Land:** \$5,150,943  
**Price/SF - Building:** \$149.61  
**Unit Price:** \$70,909.00  
**Gross Annual Income:**  
**Vacancy:**  
**Expenses:**  
**Net Operating Income:**  
**Capitalization Rate:** 8.50%

## Comments

Older motel in Stockton. Transferred between 2 experienced operators. The property was purchased with 30% down and the balance financed by Omni Bank at market terms. This sale is considered cash equivalent.

## Location &amp; Property Identification

**Property Name:** Stardust Motel  
**Property Type:** Improved Hospitality  
**Address:** 8595 E Lacey Blvd  
**City/ State/ Zip:** Hanford, CA 93230  
**County:** Kings  
**Submarket:** Hanford

## Sale Information

**Sale Price:** \$1,450,000  
**CEq Price:** \$1,450,000  
**Sale Date:** December 17, 2020  
**Sale Status:** Sale  
**Grantor:** Suryakant Patel  
**Grantee:** Stardust KTHA, LLC  
**Property Rights:** Going Concern  
**Document:** 24731  
**Data Source:** Costar/ Public Records/ Appraisal

## Improvement &amp; Site Data

**Legal/ Tax/ APN:** 016-052-029  
**Acres (Gross):** 0.38  
**Land - SF (Gross):** 16,479  
**Zoning:** CH  
**Description:** Highway Commercial  
**Orientation:** Interior  
**Offsites:** Full  
**Building Area:** 13,440  
**Total Units:** 21  
**Quality:** Average  
**Condition:** Average  
**Buildings/Stories:** 1/2  
**Parking Spaces:** 22.00  
**Parking Type:** Open  
**Parking Ratio:** 1.05  
**Year Built:** 1961



## Economic Indicators

**Price/SF - Land:** \$87.99  
**Price/AC - Land:** \$3,815,789  
**Price/SF - Building:** \$107.89  
**Unit Price:** \$69,048.00  
**Gross Annual Income:** \$317,998  
**Vacancy:**  
**Expenses:** \$196,440  
**Net Operating Income:** \$121,548  
**Capitalization Rate:** 8.38%

## Comments

Older motel in Hanford purchased for conversion into transitional housing for the homeless. The purchase was all cash by the local social services department.

## Location &amp; Property Identification

**Property Name:** Sequoia Lodge  
**Property Type:** Improved Hospitality  
**Address:** 1400 S. Mooney Blvd  
**City/ State/ Zip:** Visalia, CA 93277  
**County:** Kings  
**Submarket:** Hanford

## Sale Information

**Sale Price:** \$3,700,000  
**CEq Price:** \$3,700,000  
**Sale Date:** November 19, 2020  
**Sale Status:** Sale  
**Grantor:** Raghu & Gita Patel Trust  
**Grantee:** Mooney Sequoia, LP  
**Property Rights:** Going Concern  
**Document:** 75172  
**Data Source:** Costar/ Public Records

## Improvement &amp; Site Data

**Legal/ Tax/ APN:** 096-321-013  
**Acres (Gross):** 0.82  
**Land - SF (Gross):** 35,719  
**Zoning:** CR  
**Description:** Regional Commercial  
**Orientation:** Interior  
**Offsites:** Full  
**Building Area:** 14,312  
**Total Units:** 50  
**Quality:** Average  
**Condition:** Average  
**Buildings/Stories:** 1/2  
**Parking Spaces:** 30.00  
**Parking Type:** Open  
**Parking Ratio:** .6  
**Year Built:** 1963



## Economic Indicators

**Price/SF - Land:** \$103.59  
**Price/AC - Land:** \$4,512,195  
**Price/SF - Building:** \$258.52  
**Unit Price:** \$74,000.00  
**Gross Annual Income:** \$629,019  
**Vacancy:**  
**Expenses:** \$362,075  
**Net Operating Income:** \$266,944  
**Capitalization Rate:** 7.21%

## Comments

Older motel in Hanford purchased for conversion into transitional housing for the homeless. The purchase was all cash by the local social services department.



## Location &amp; Property Identification

**Property Name:** Motel 6  
**Property Type:** Improved Hospitality  
**Address:** 1920 Orangeburg Avenue  
**City/ State/ Zip:** Modesto, CA 95350  
**County:** Stanislaus  
**Submarket:** Modesto

## Sale Information

**Sale Price:** \$5,864,000  
**CEq Price:** \$5,864,000  
**Sale Date:** December 18, 2019  
**Sale Status:** Sale  
**Grantor:** G6 Hospitality  
**Grantee:** D Winne Hotel, LLC  
**Property Rights:** Going Concern  
**Document:** 4983837  
**Data Source:** Costar/ Public Records

## Improvement &amp; Site Data

**Legal/ Tax/ APN:** 029-05-22  
**Acres (Gross):** 2.00  
**Land - SF (Gross):** 87,120  
**Zoning:** PD  
**Description:** Planned Development  
**Orientation:** Highway  
**Offsites:** Full  
**Building Area:** 24,720  
**Total Units:** 100  
**Quality:** Average  
**Condition:** Average  
**Buildings/Stories:** 2/2  
**Parking Spaces:** 110.00  
**Parking Type:** Open  
**Parking Ratio:** 1.1  
**Year Built:** 1977



## Economic Indicators

**Price/SF - Land:** \$67.31  
**Price/AC - Land:** \$2,932,000  
**Price/SF - Building:** \$237.22  
**Unit Price:** \$58,640.00  
**Gross Annual Income:**  
**Vacancy:**  
**Expenses:**  
**Net Operating Income:**  
**Capitalization Rate:**

## Comments

The project consists of a Motel 6 located in Modesto. The purchase included one of four properties in a bulk purchase that was part of a 184 property sale of older Motel 6 properties. Prices were discounted across the board for the bulk acquisition. The property was acquired with cash down to a new loan that covered all of the properties purchased. Specific loan details were unavailable.

RealtyRates.com INVESTOR SURVEY - 2nd Quarter 2021*						
LODGING FACILITIES -ALL TYPES						
Item	Input					OAR
<b>Minimum</b>						
Spread Over 10-Year Treasury	1.34%	<b>DCR Technique</b>	1.00	0.040238	0.80	<b>3.22</b>
Debt Coverage Ratio	1.00	<b>Band of Investment Technique</b>				
Interest Rate	2.60%	Mortgage	80%	0.040238	0.032191	
Amortization	40	Equity	20%	0.078750	0.015750	
Mortgage Constant	0.040238	OAR				<b>4.79</b>
Loan-to-Value Ratio	80%	<b>Surveged Rates</b>				<b>4.55</b>
Equity Dividend Rate	7.88%					
<b>Mazimum</b>						
Spread Over 10-Year Treasury	10.80%	<b>DCR Technique</b>	2.85	0.144484	0.50	<b>20.59</b>
Debt Coverage Ratio	2.85	<b>Band of Investment Technique</b>				
Interest Rate	12.06%	Mortgage	50%	0.144484	0.072242	
Amortization	15	Equity	50%	0.193598	0.096799	
Mortgage Constant	0.144484	OAR				<b>16.90</b>
Loan-to-Value Ratio	50%	<b>Surveged Rates</b>				<b>16.06</b>
Equity Dividend Rate	19.36%					
<b>Average</b>						
Spread Over 10-Year Treasury	3.93%	<b>DCR Technique</b>	1.53	0.074520	0.67	<b>7.62</b>
Debt Coverage Ratio	1.53	<b>Band of Investment Technique</b>				
Interest Rate	5.19%	Mortgage	67%	0.074520	0.049748	
Amortization	23	Equity	33%	0.141916	0.047176	
Mortgage Constant	0.074520	OAR				<b>9.69</b>
Loan-to-Value Ratio	66.8%	<b>Surveged Rates</b>				<b>9.88</b>
Equity Dividend Rate	14.2%					

\*1st Quarter 2021 Data

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RealtyRates.com INVESTOR SURVEY - 2nd Quarter 2021*						
LODGING FACILITIES - FULL SERVICE						
Item	Input					OAR
<b>Minimum</b>						
Spread Over 10-Year Treasury	1.34%	<b>DCR Technique</b>	1.00	0.040238	0.80	<b>3.22</b>
Debt Coverage Ratio	1.00	<b>Band of Investment Technique</b>				
Interest Rate	2.60%	Mortgage	80%	0.040238	0.032191	
Amortization	40	Equity	20%	0.078750	0.015750	
Mortgage Constant	0.040238	OAR				<b>4.79</b>
Loan-to-Value Ratio	80%	<b>Surveged Rates</b>				<b>4.55</b>
Equity Dividend Rate	7.88%					
<b>Mazimum</b>						
Spread Over 10-Year Treasury	6.65%	<b>DCR Technique</b>	2.60	0.114056	0.60	<b>17.64</b>
Debt Coverage Ratio	2.60	<b>Band of Investment Technique</b>				
Interest Rate	7.91%	Mortgage	60%	0.114056	0.067863	
Amortization	15	Equity	41%	0.181598	0.073547	
Mortgage Constant	0.114056	OAR				<b>14.14</b>
Loan-to-Value Ratio	60%	<b>Surveged Rates</b>				<b>13.43</b>
Equity Dividend Rate	18.16%					
<b>Average</b>						
Spread Over 10-Year Treasury	4.00%	<b>DCR Technique</b>	1.30	0.068824	0.70	<b>6.25</b>
Debt Coverage Ratio	1.30	<b>Band of Investment Technique</b>				
Interest Rate	5.26%	Mortgage	70%	0.068824	0.048005	
Amortization	28	Equity	30%	0.125031	0.037822	
Mortgage Constant	0.068824	OAR				<b>8.58</b>
Loan-to-Value Ratio	70%	<b>Surveged Rates</b>				<b>9.79</b>
Equity Dividend Rate	12.50%					

\*1st Quarter 2021 Data

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## Hospitality Market Report

# California South/Central

PREPARED BY

Gregg Palmer  
President



**HOSPITALITY MARKET REPORT**

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12 Mo Occupancy

12 Mo ADR

12 Mo RevPAR

12 Mo Supply

12 Mo Demand

**58.7%**

**\$90.02**

**\$52.80**

**10.1M**

**5.9M**

The California South/Central market comprises 430 hotel properties, which contain around 29,000 total rooms. Smaller hotels typify the area: The average building has around 68 rooms, easily below the 90-room-per-building U.S. average.

Affordable hotels are common here: Just over half of the market's rooms fall into the Economy or Midscale classes.

The occupancy rate in the market bottomed out at 32.6% in the month of April 2020, shortly after the onset of the COVID-19 pandemic. As an indicator of the severe impact on the broader U.S. hospitality sector, the occupancy rate only held north of 30% in about one in 10 U.S. hotel markets.

Twelve-month RevPAR is down on a year-over-year basis, by 8.9% as of April. Still, that's decidedly less steep than the 42.8% decrease nationally.

The 1,000 rooms currently underway in the California South/Central market represent a significant expansion relative to size of the market. This extends a stretch of new development in the market, which saw 16 projects containing around 1,600 rooms deliver in the past three years. That development was partially offset by a number of demolitions, which took around 410 rooms off line over the same timeframe.

California South/Central has an active investment market and recorded about 31 hotel trades over the past year, above the three-year average.

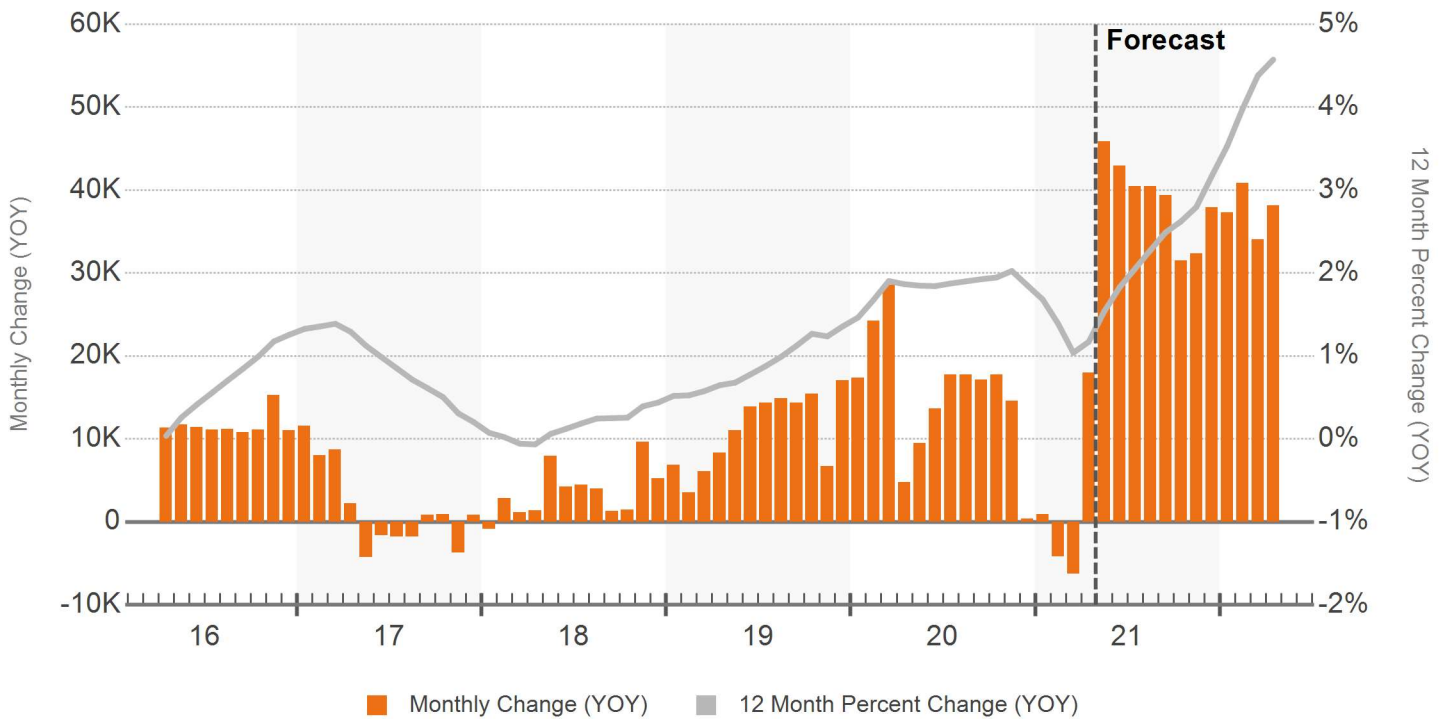
Job growth remains negative: Employment in the market were recently down by 5.8% year over year, amounting to 100,000 fewer jobs today than there were a year ago. While in the red, there is a positive in that job losses are less pronounced. At one point in the past 12 months, nonfarm payrolls were down by 7.8%.

### KEY INDICATORS

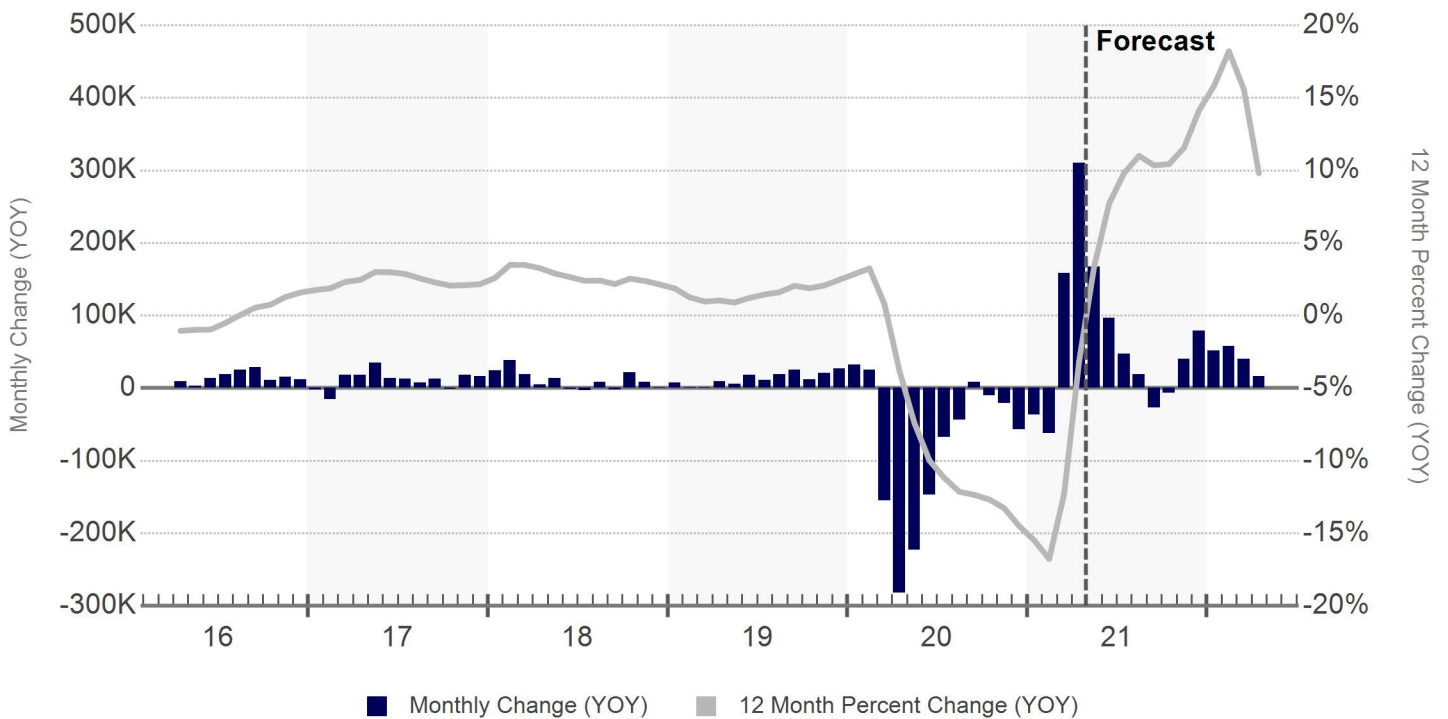
Class	Rooms	12 Mo Occ	12 Mo ADR	12 Mo RevPAR	12 Mo Delivered	Under Construction
Luxury & Upper Upscale	1,325	55.2%	\$140.52	\$77.60	0	80
Upscale & Upper Midscale	12,091	56.0%	\$107.64	\$60.29	265	908
Midscale & Economy	15,613	61.1%	\$73.38	\$44.80	123	41
<b>Total</b>	<b>29,029</b>	<b>58.6%</b>	<b>\$90.02</b>	<b>\$52.80</b>	<b>388</b>	<b>1,029</b>

Average Trend	Current	3 Mo	YTD	12 Mo	Historical Average	Forecast Average
Occupancy	69.3%	63.4%	59.8%	58.7%	63.5%	70.6%
Occupancy Change	112.5%	34.6%	22.5%	-4.3%	-1.1%	1.3%
ADR	\$96.25	\$92.08	\$90.66	\$90.02	\$86.36	\$121.23
ADR Change	30.9%	2.9%	1.5%	-4.8%	1.3%	3.5%
RevPAR	\$66.72	\$58.38	\$54.24	\$52.80	\$54.87	\$85.62
RevPAR Change	178.2%	38.5%	24.4%	-8.9%	0.3%	4.8%

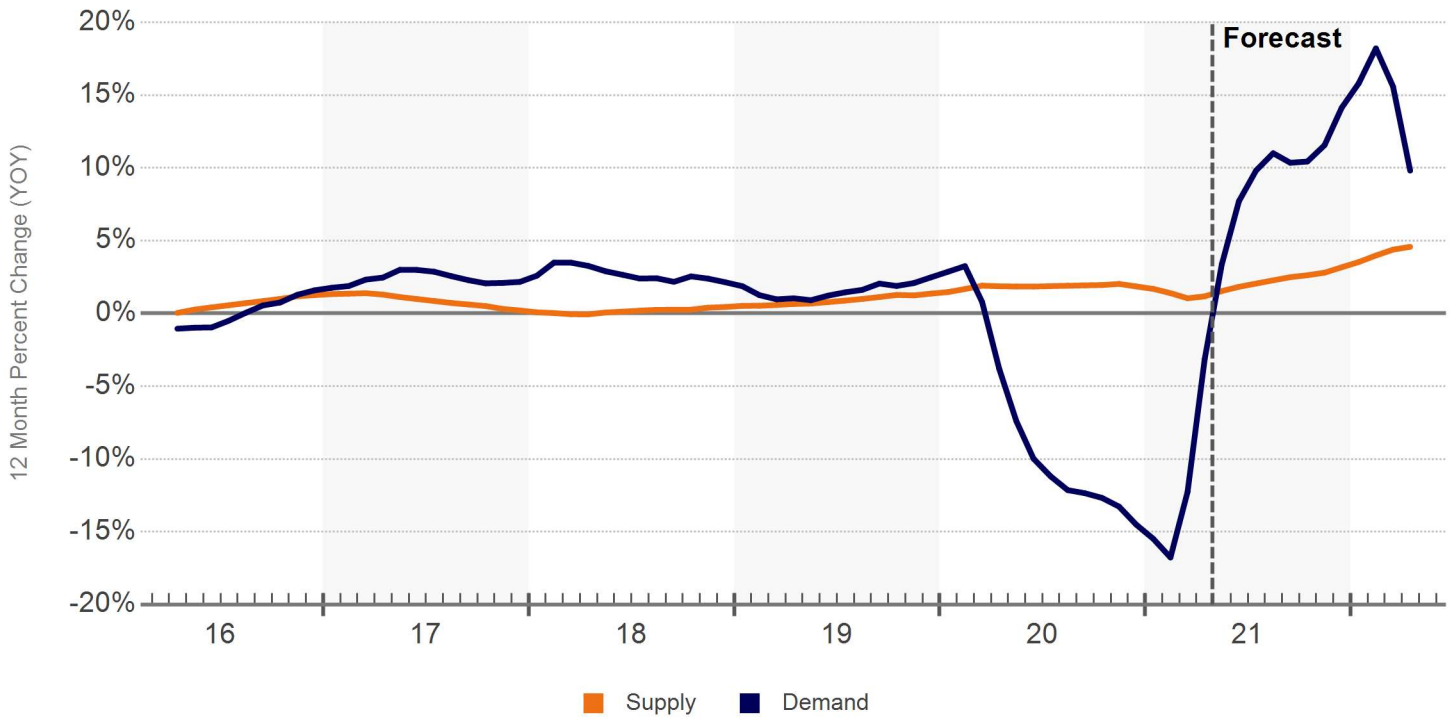
### SUPPLY CHANGE



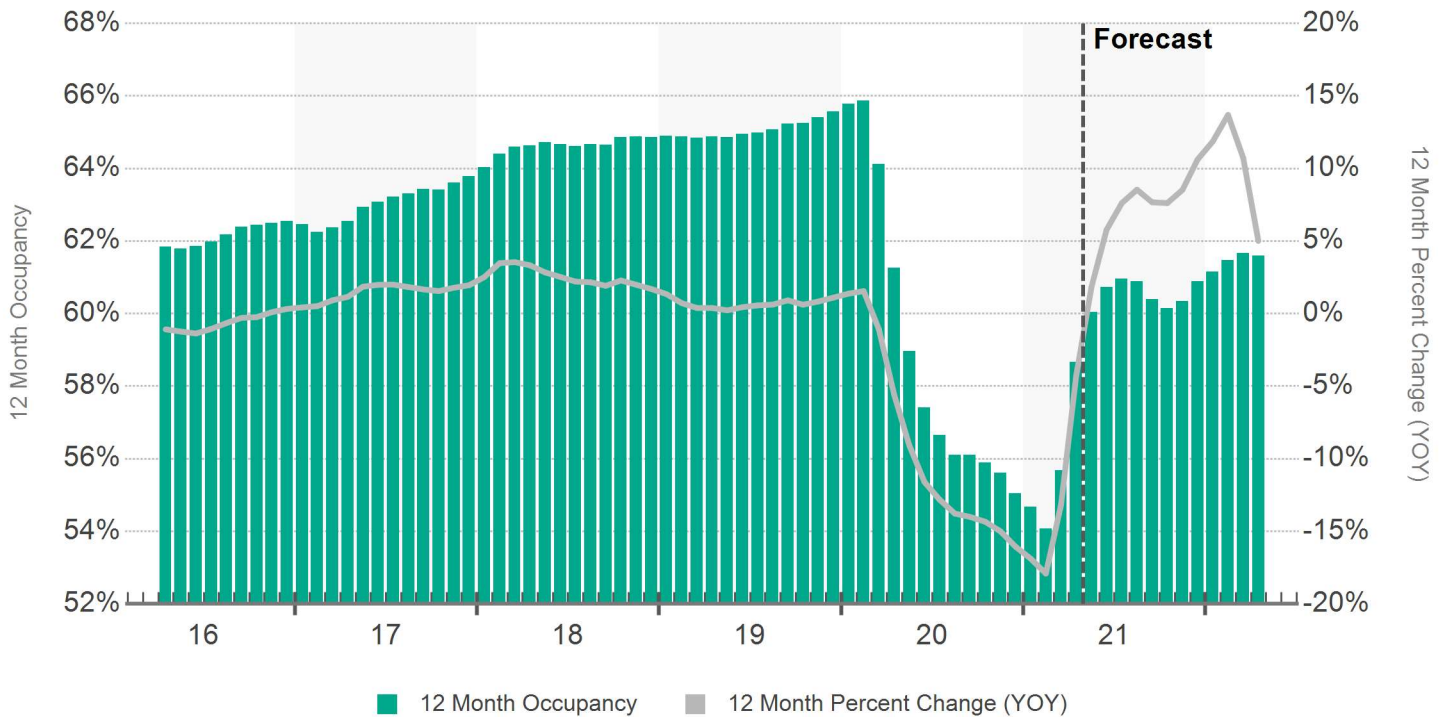
### DEMAND CHANGE



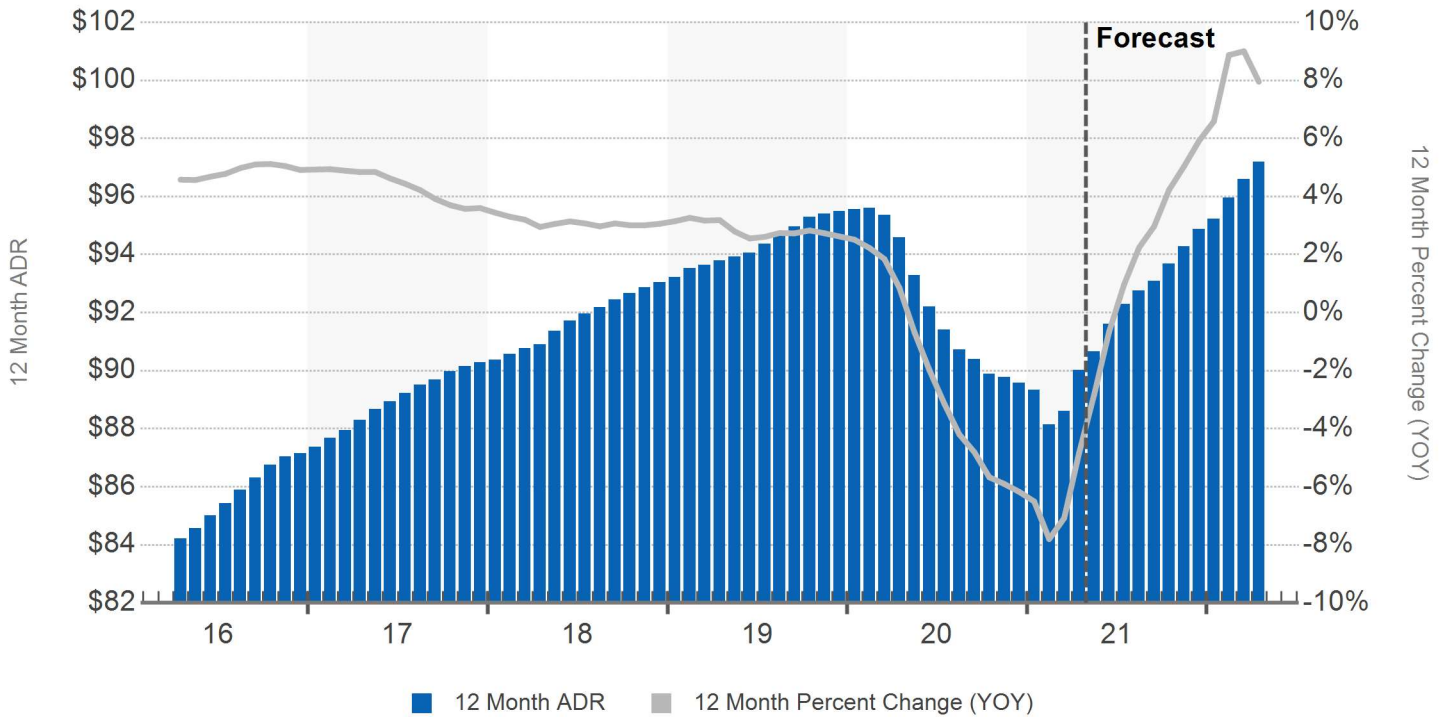
### SUPPLY & DEMAND CHANGE



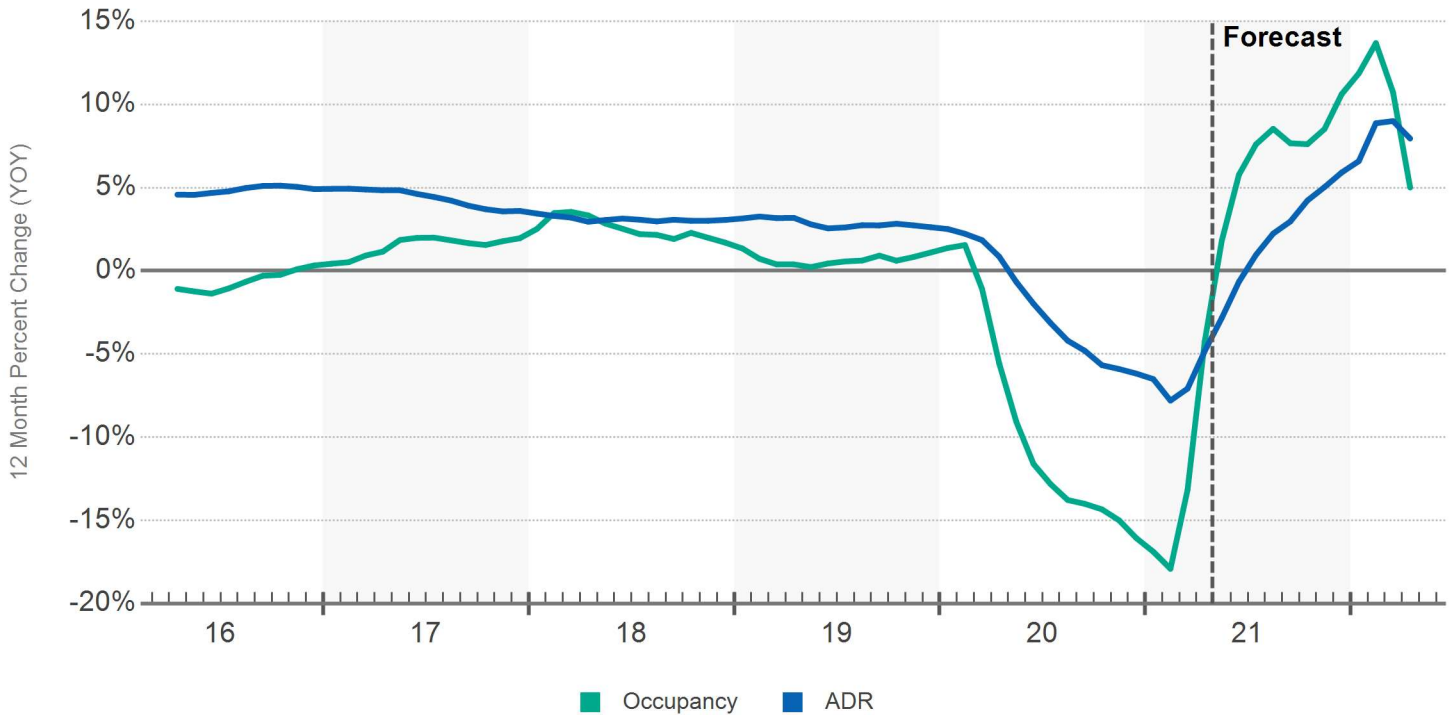
### OCCUPANCY



### ADR

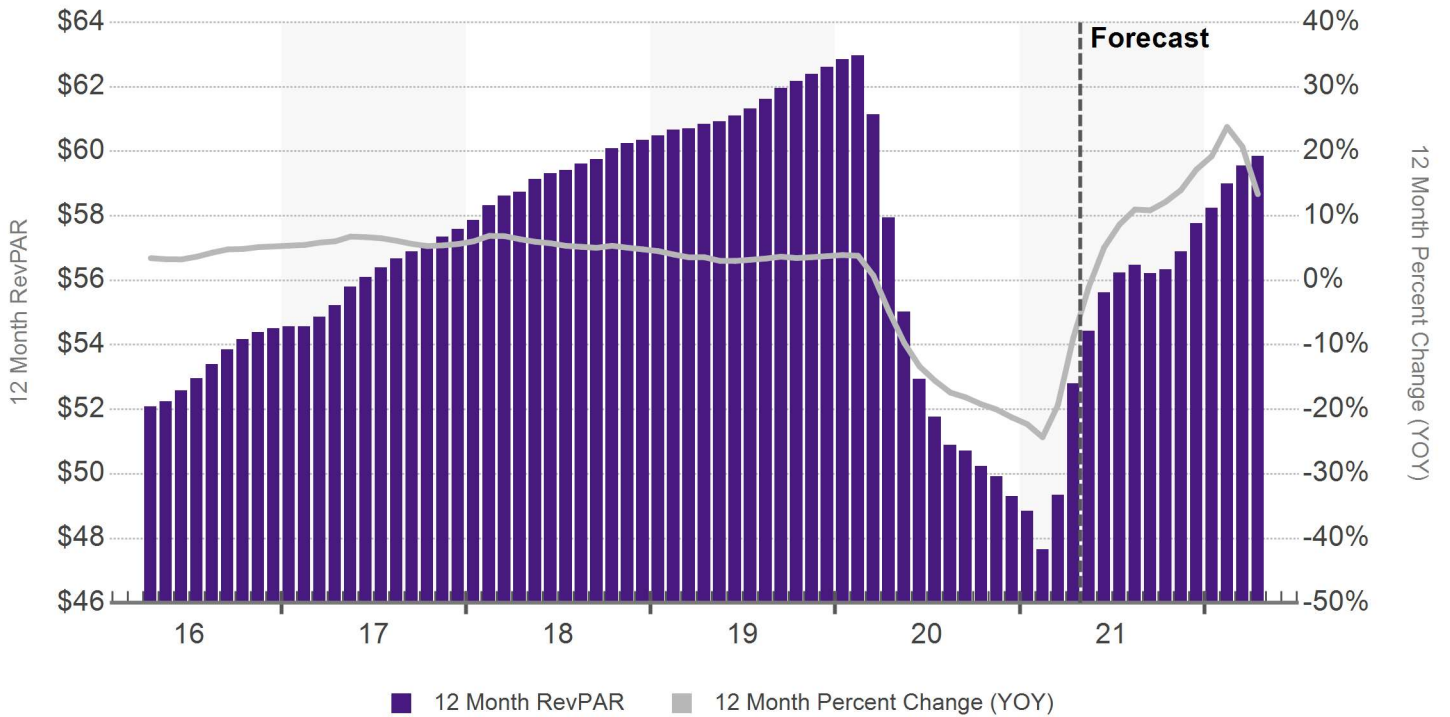


### OCCUPANCY & ADR CHANGE

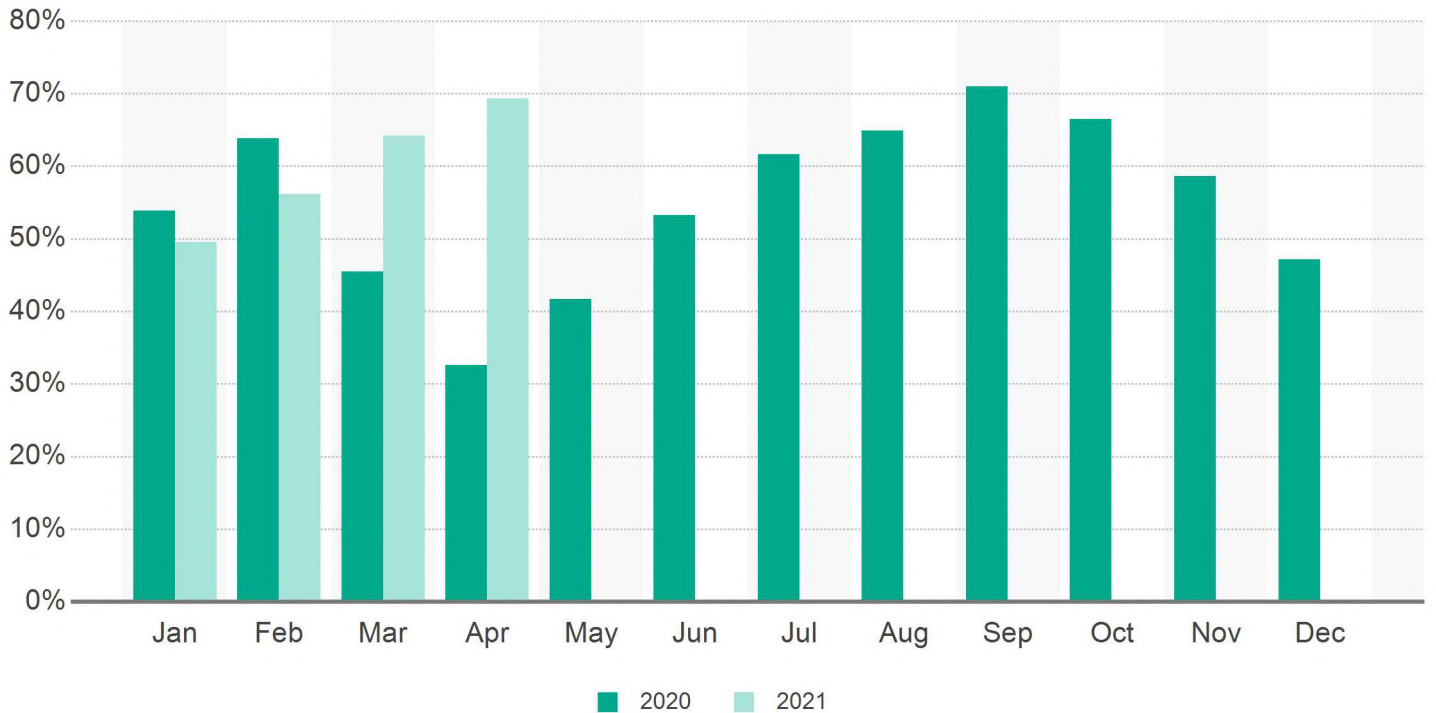




### REVPAR



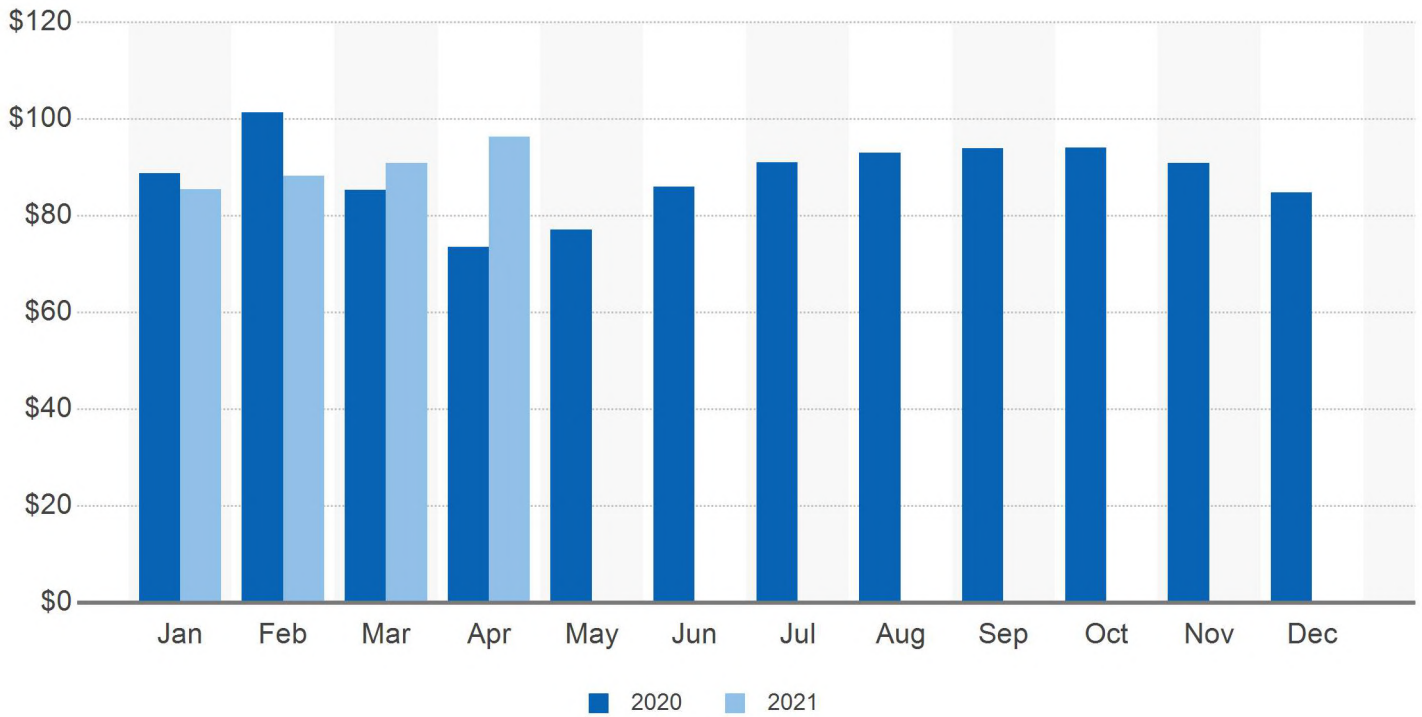
### OCCUPANCY MONTHLY



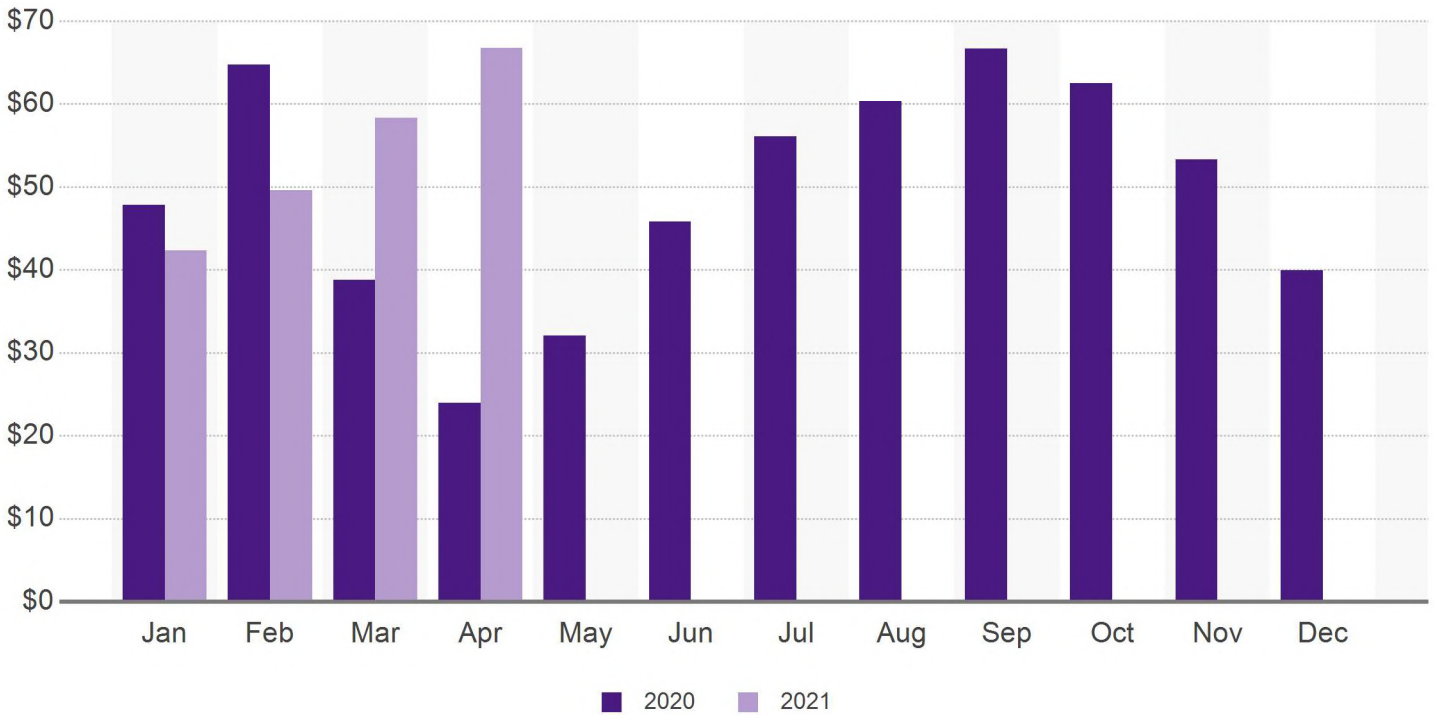
# Performance

California South/Central Hospitality

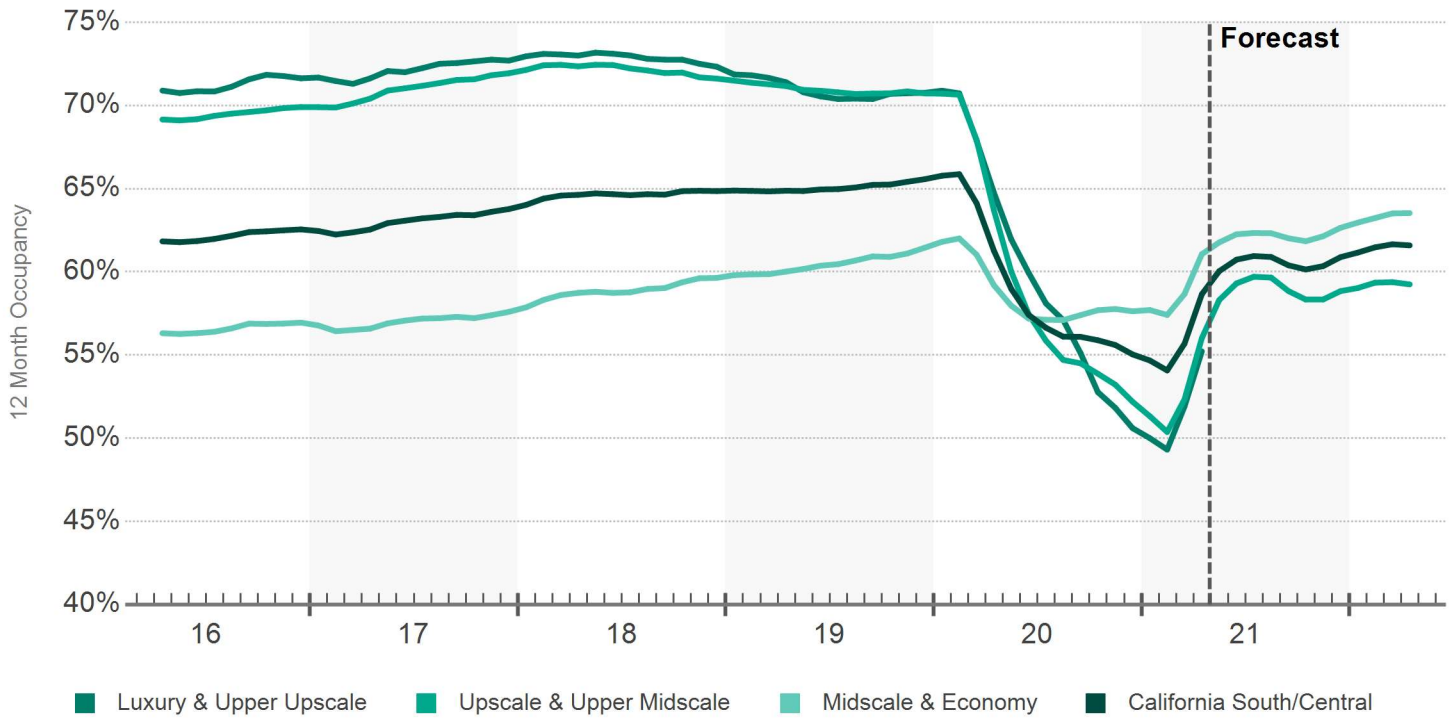
## ADR MONTHLY



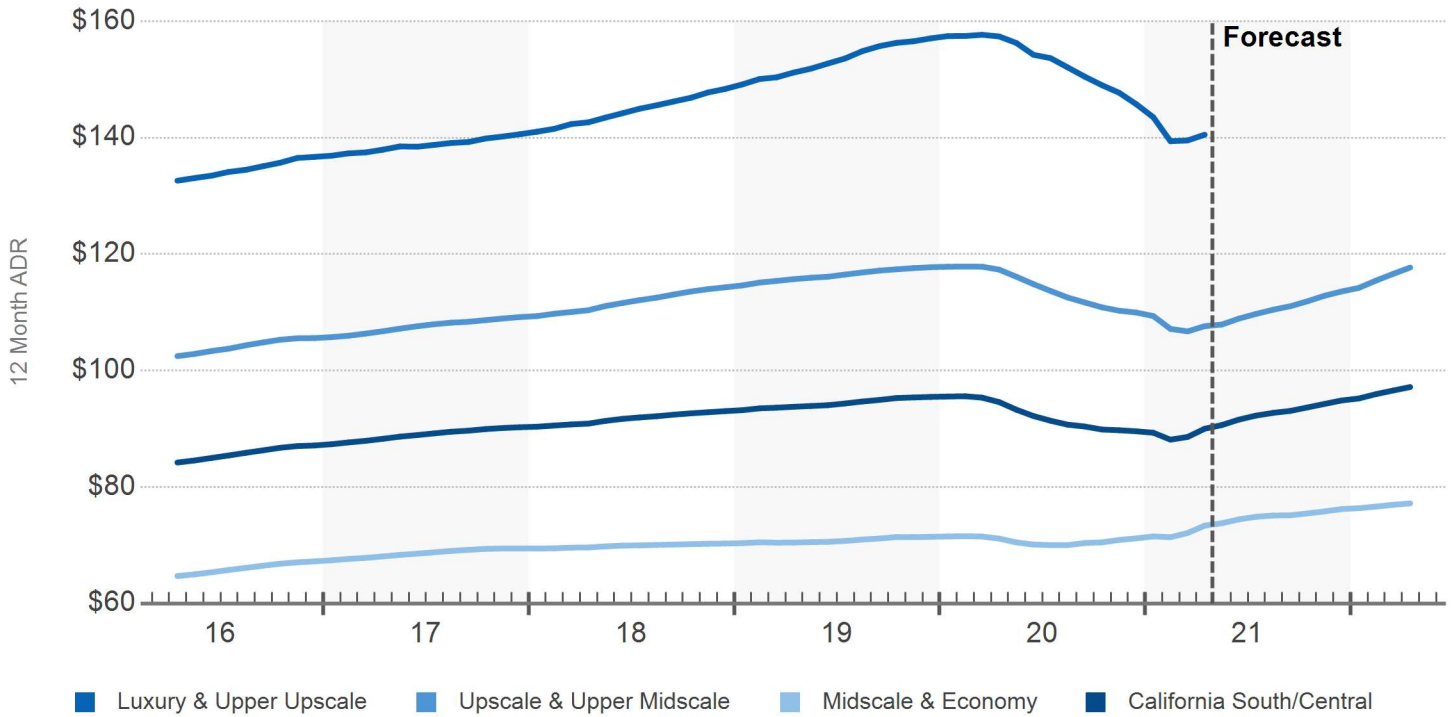
## REVPAR MONTHLY



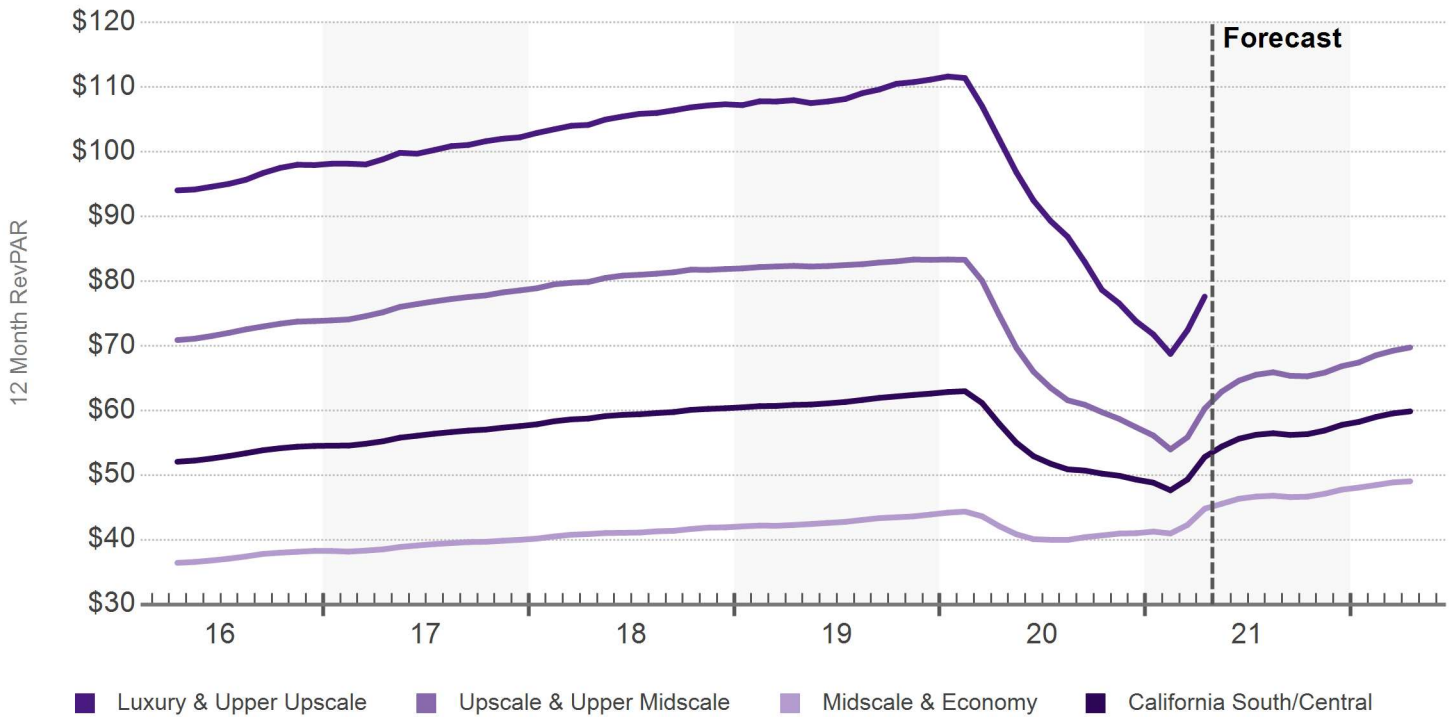
### OCCUPANCY BY CLASS



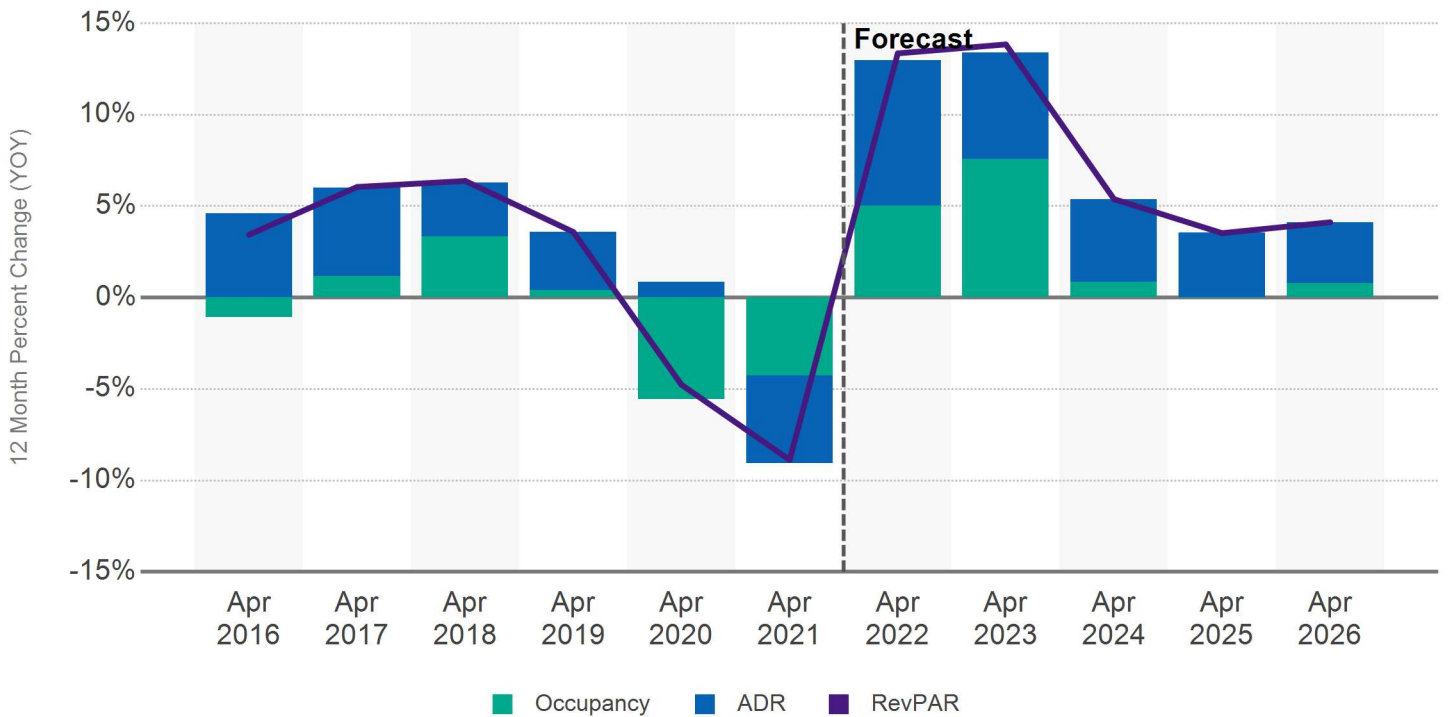
### ADR BY CLASS



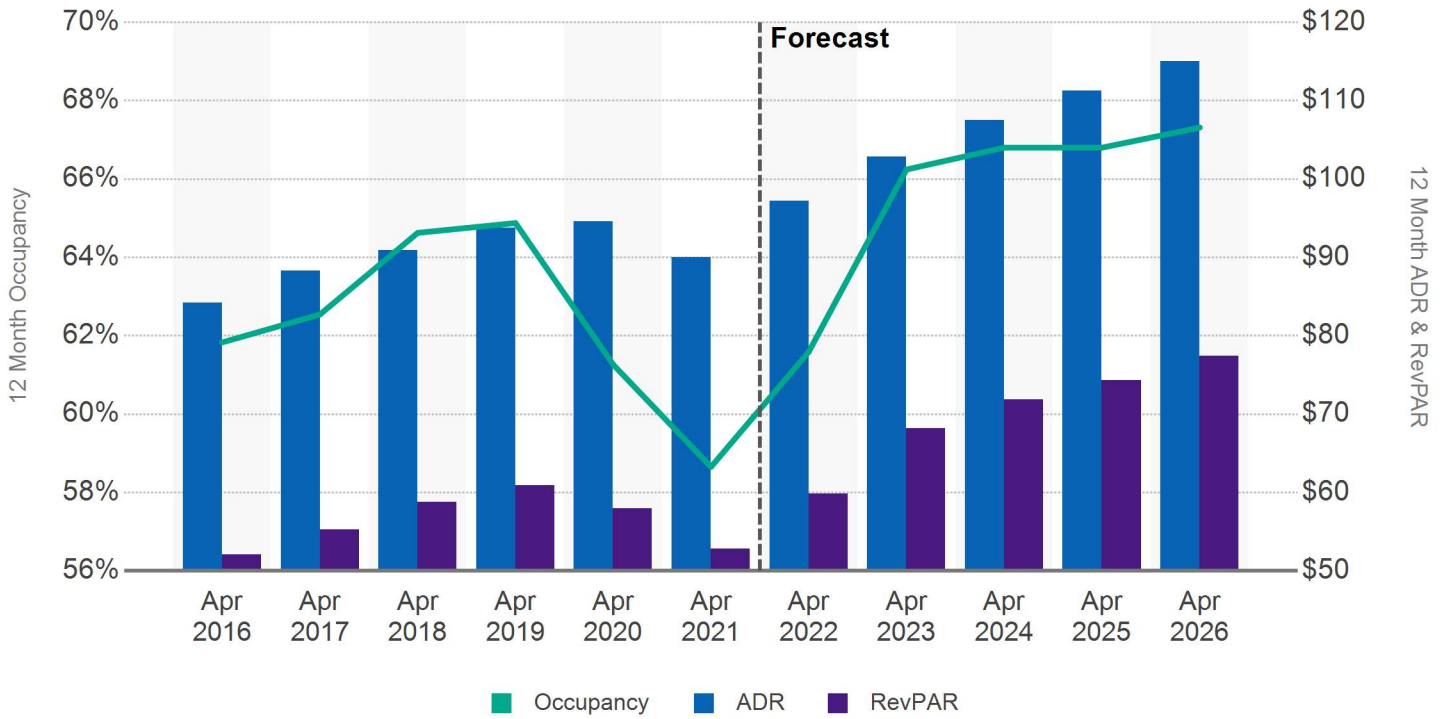
### REVPAR BY CLASS



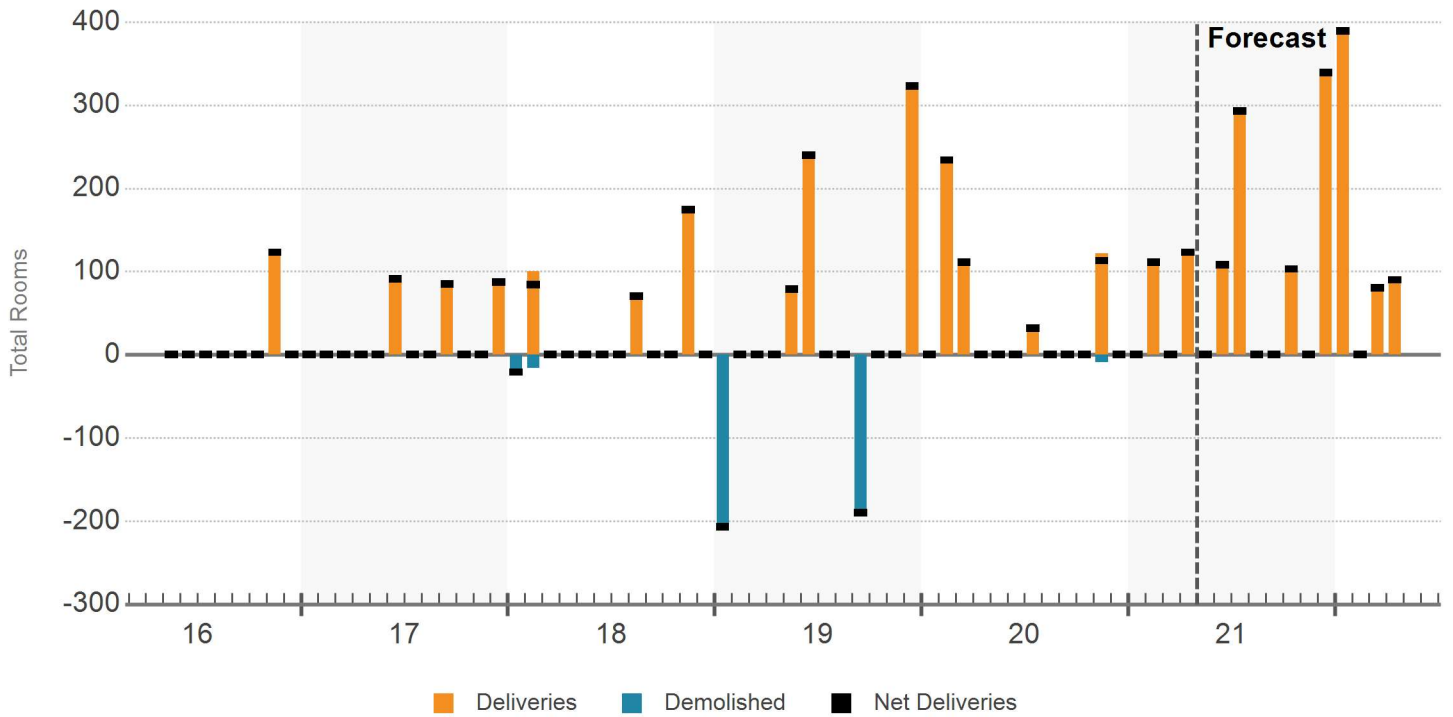
### REVPAR GROWTH COMPOSITION



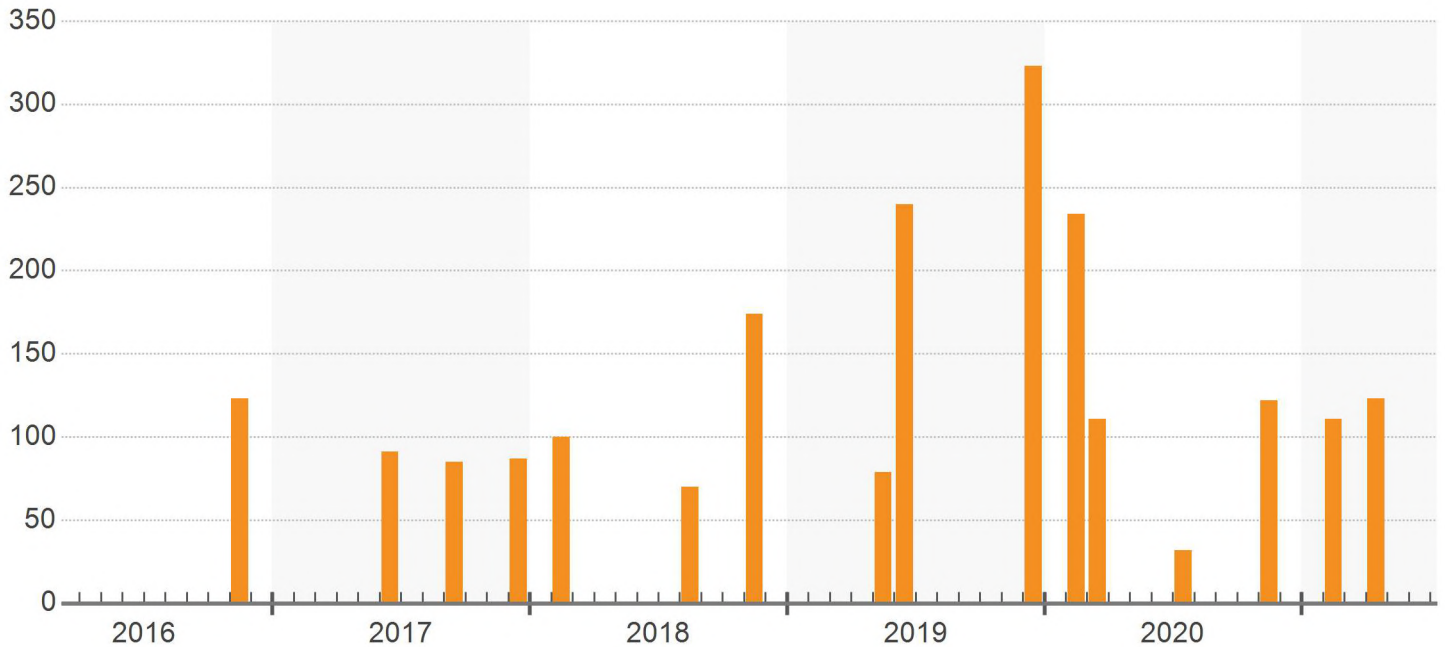
### OCCUPANCY, ADR & REVPAR



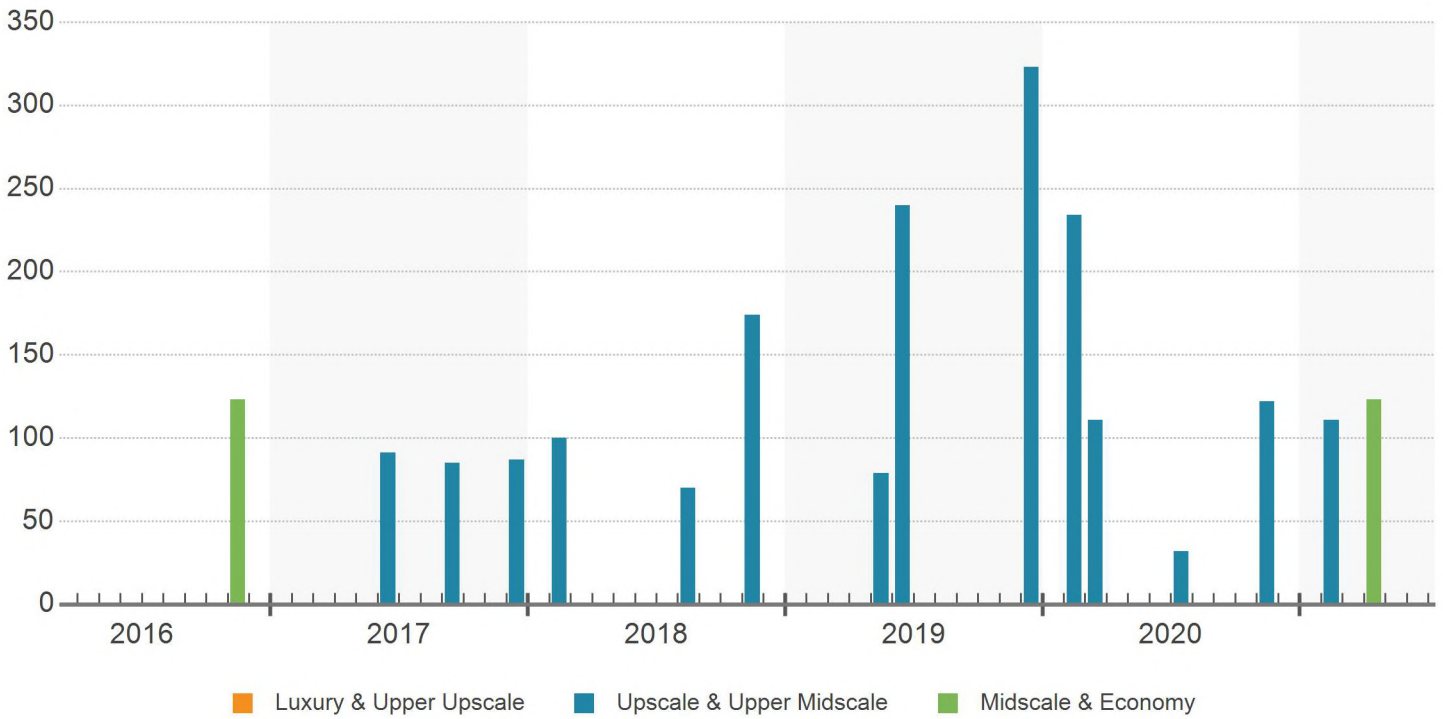
### DELIVERIES & DEMOLITIONS



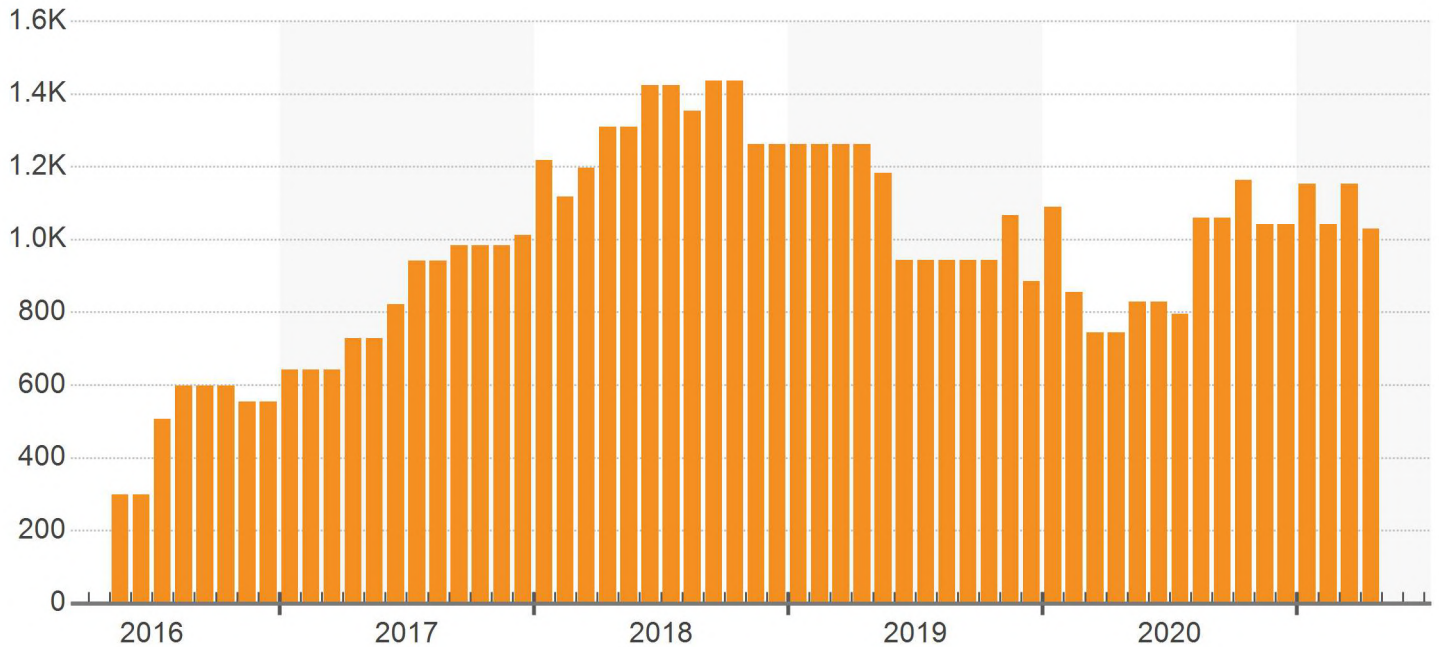
### ROOMS DELIVERED



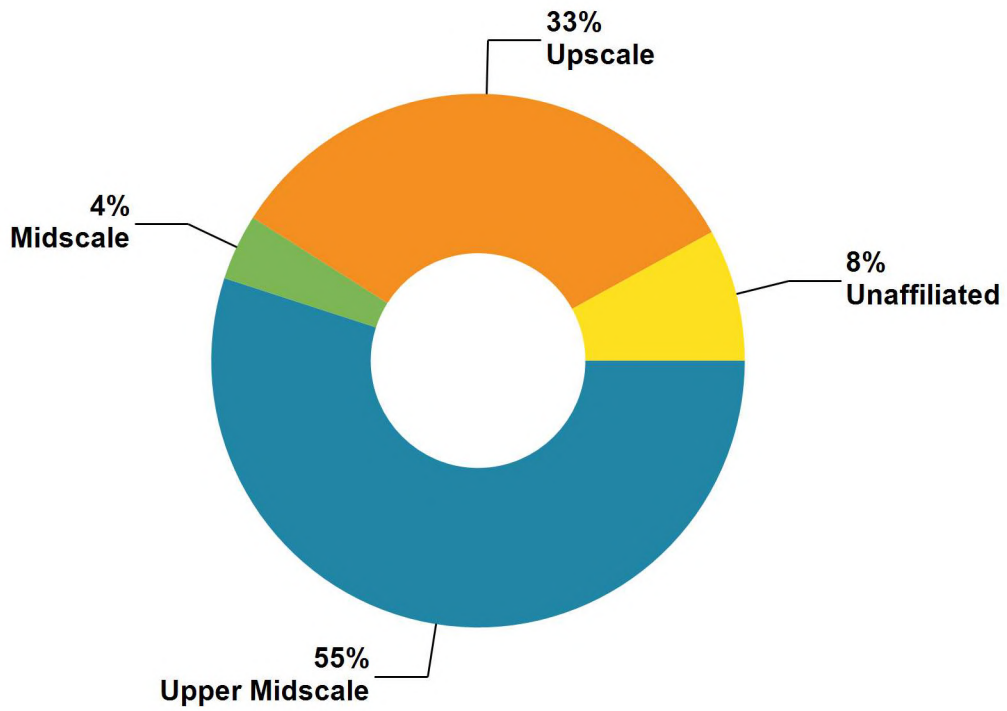
## ROOMS DELIVERED BY CLASS



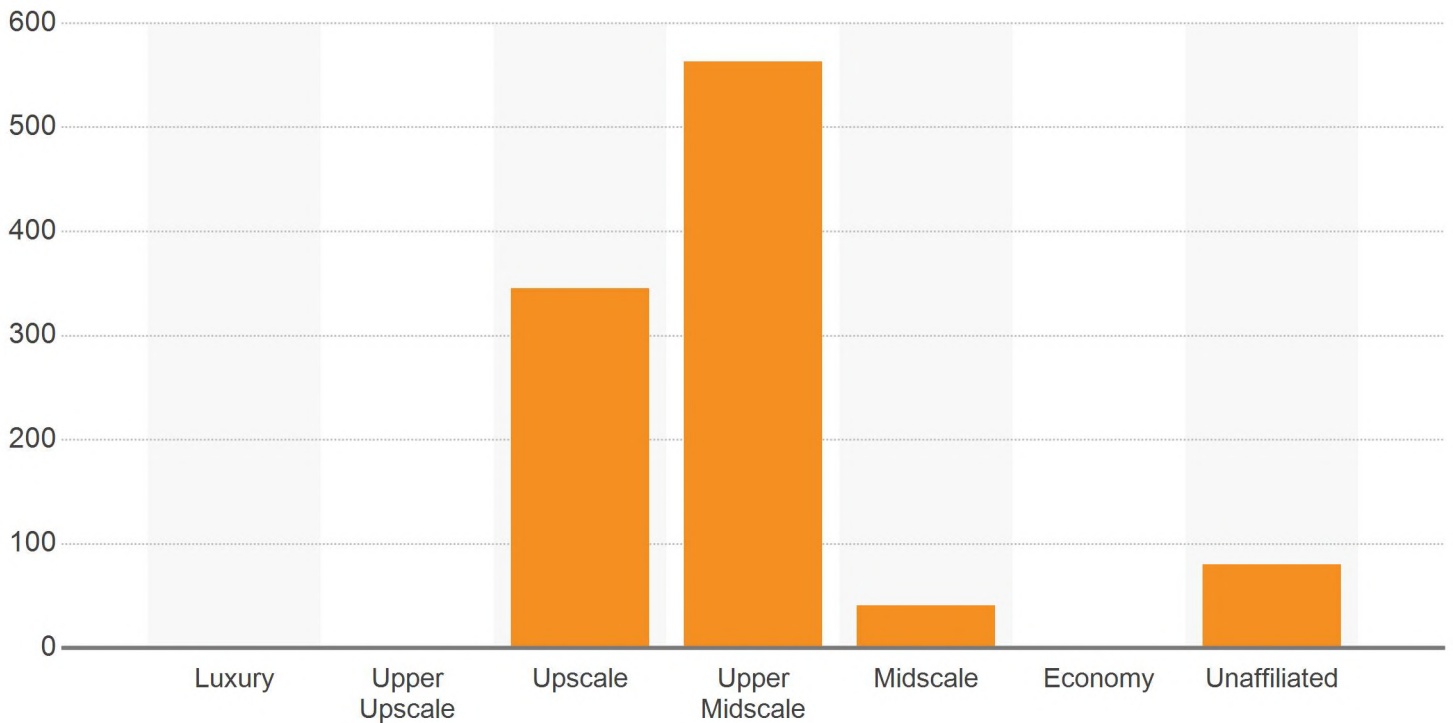
## ROOMS UNDER CONSTRUCTION



## TOTAL ROOMS UNDER CONSTRUCTION BY SCALE



## ROOMS UNDER CONSTRUCTION BY SCALE





# Under Construction Properties

California South/Central Hospitality

Properties

Rooms

Percent of Inventory

Average Rooms

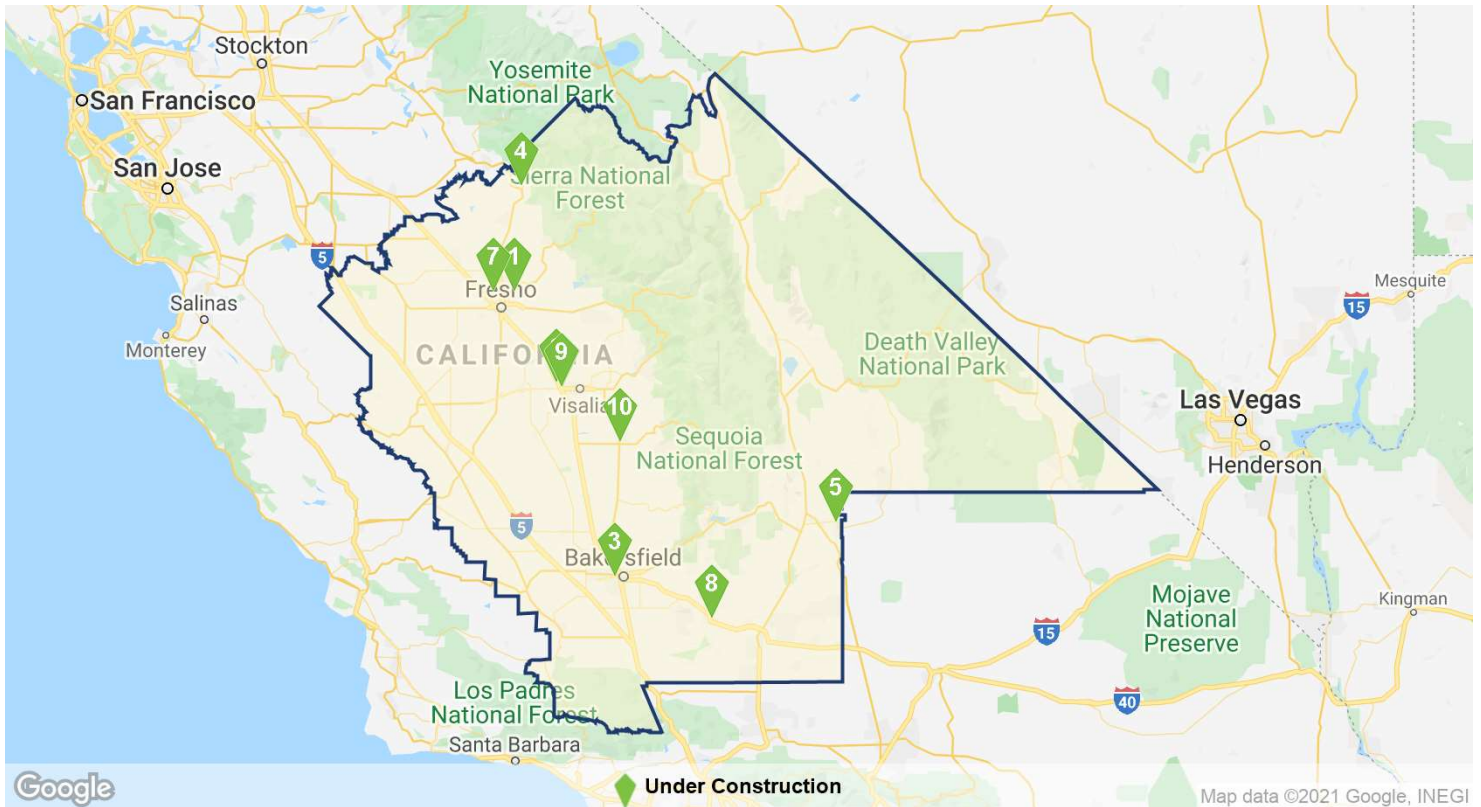
10

949

3.3%

95

## UNDER CONSTRUCTION PROPERTIES



## UNDER CONSTRUCTION

	Property Name/Address	Class	Rooms	Stories	Start	Complete	Brand/Developer
1	<a href="#">Courtyard Fresno Clovis</a> 1450 Shaw Ave	Upscale	123	4	Nov 2019	Jul 2021	Courtyard
2	<a href="#">Hilton Garden Inn</a> 29625 Road 84	Upscale	112	3	Jan 2021	Dec 2022	Hilton Garden Inn
3	<a href="#">aloft Hotel</a> 5101 California Ave	Upscale	110	2	Mar 2021	May 2023	aloft Hotel
4	<a href="#">Hampton by Hilton Inn Oakhurst Y...</a> 40820 Highway 41	Upper Midscale	108	4	Jul 2016	Jun 2021	Hampton by Hilton
5	<a href="#">Holiday Inn Express</a> 1141 Chelsea St	Upper Midscale	103	3	Oct 2020	Oct 2021	Holiday Inn Express
6	<a href="#">Comfort Inn Visalia</a> 6610 Betty Dr	Upper Midscale	100	4	Aug 2020	Mar 2024	Comfort Inn
7	<a href="#">Fairfield Inn</a> 1710 W Shaw Ave	Upper Midscale	87	3	Apr 2017	Jul 2021	Fairfield Inn

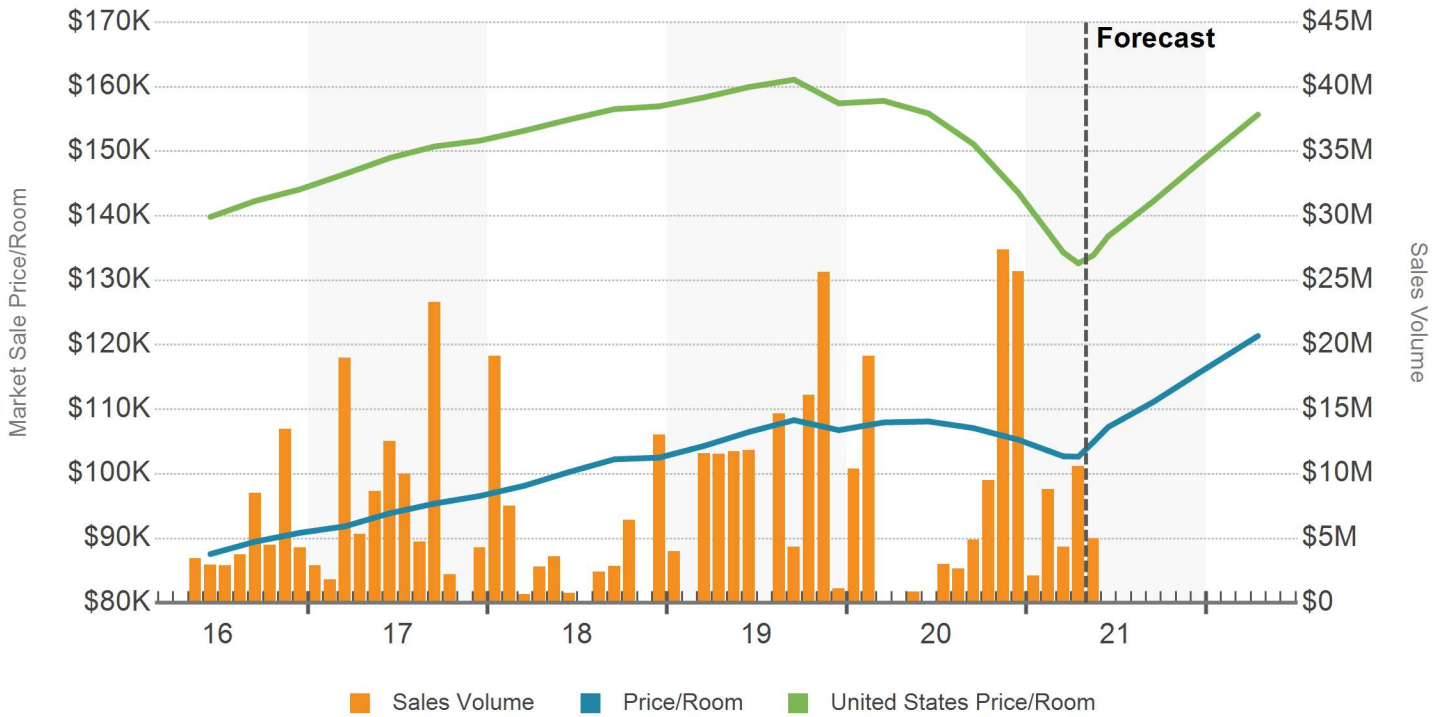
# Under Construction Properties

California South/Central Hospitality

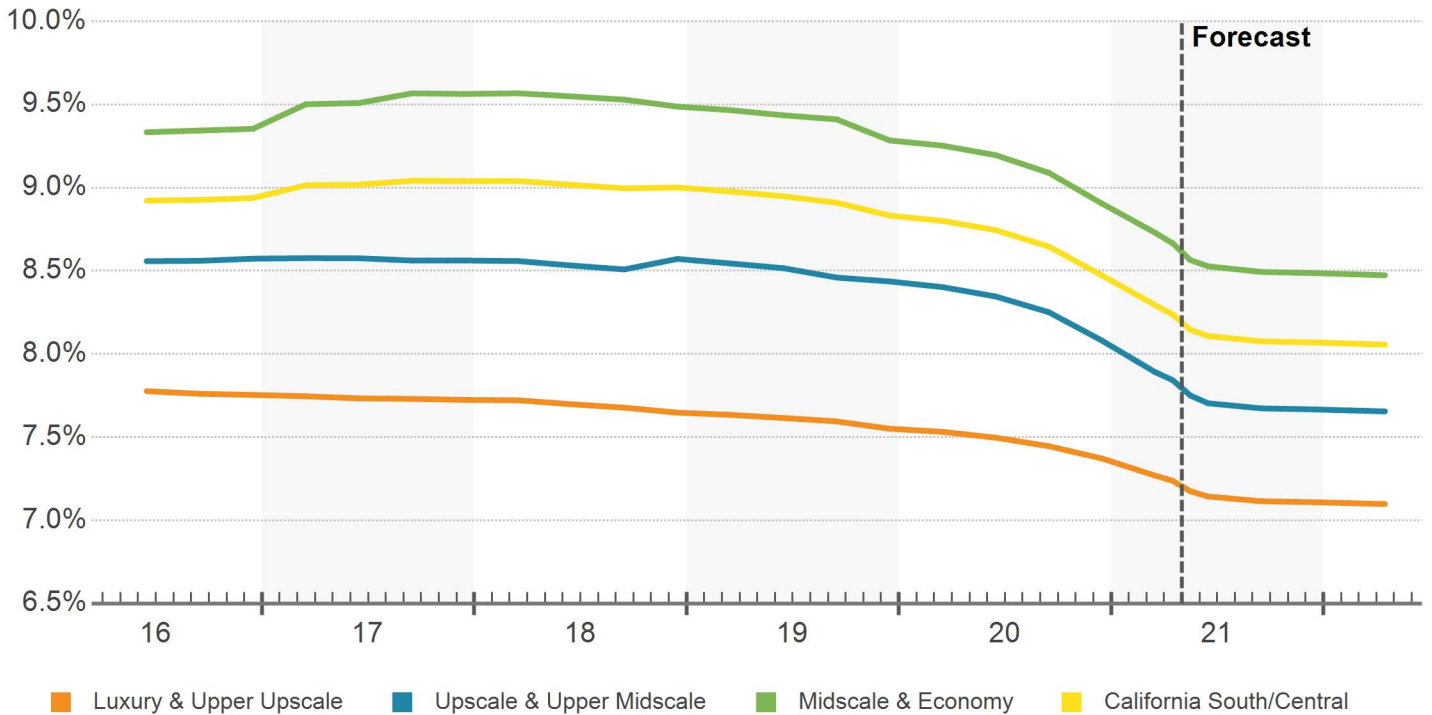
## UNDER CONSTRUCTION

	Property Name/Address	Class	Rooms	Stories	Start	Complete	Brand/Developer
8	<a href="#">TownePlace Suites</a> 1052 Magellan Dr	Upper Midscale	83	2	May 2020	Jul 2021	TownePlace Suites H2H Asset Group, LLC
9	<a href="#">Home2 Suites by Hilton</a> 1 Crowley Ave	Upper Midscale	82	-	Jan 2020	Sep 2022	Home2 Suites by Hilton -
10	<a href="#">MainStay Suites</a> 830 S Jaye St	Midscale	41	3	Aug 2020	Aug 2022	MainStay Suites -

### SALES VOLUME & MARKET SALE PRICE PER ROOM



### MARKET CAP RATE



# Sales Past 12 Months

California South/Central Hospitality

Sale Comparables

Average Price/Room

Average Price

Average Cap Rate

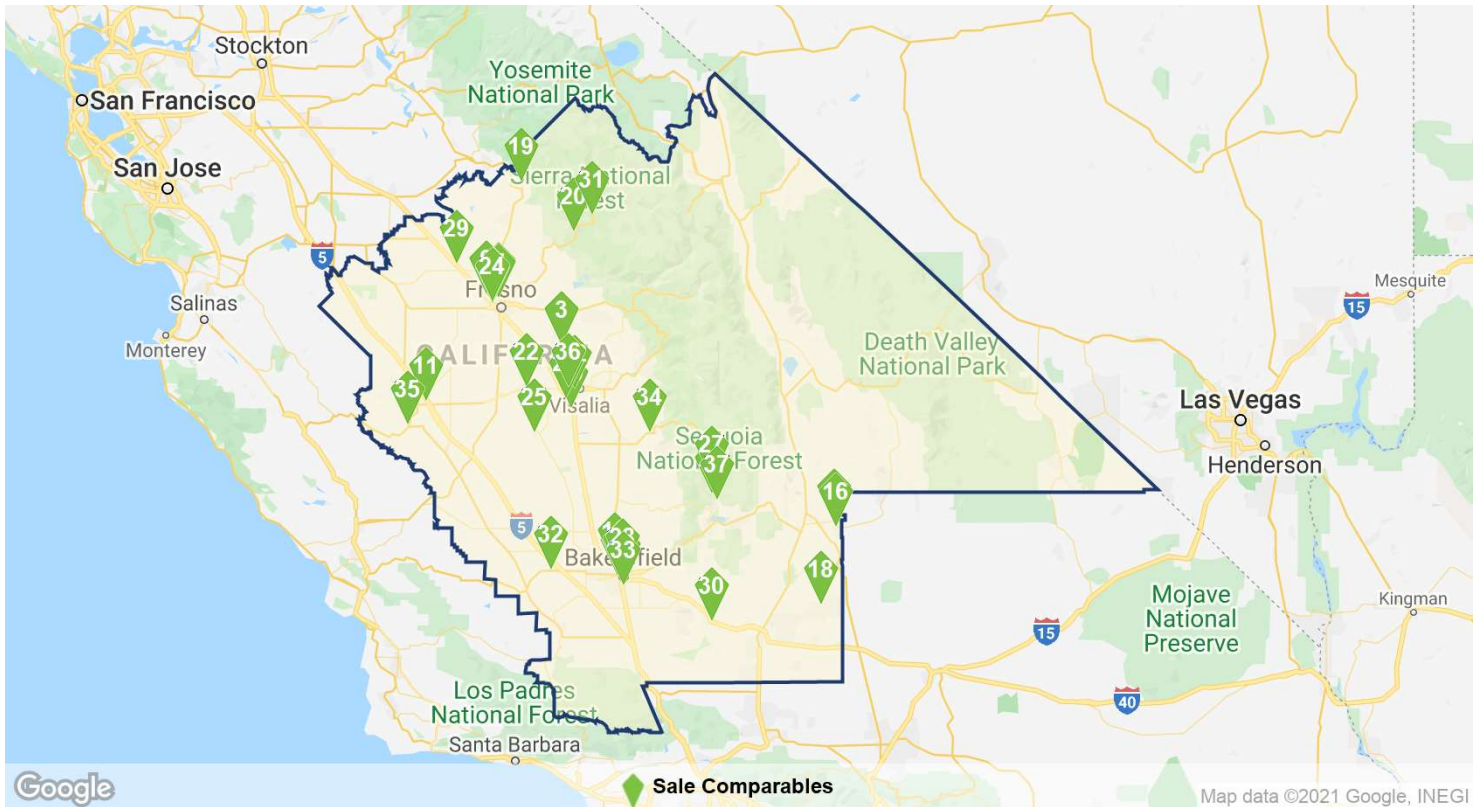
**37**

**\$57K**

**\$3.1M**

**8.8%**

## SALE COMPARABLE LOCATIONS



## SALE COMPARABLES SUMMARY STATISTICS

Sale Attributes	Low	Average	Median	High
Sale Price	\$265,000	\$3,099,174	\$2,100,000	\$10,040,000
Price/Room	\$23,636	\$57,144	\$47,500	\$170,000
Cap Rate	5.4%	8.8%	8.0%	12.1%
Time Since Sale in Months	0.6	5.3	5.4	10.9
Property Attributes	Low	Average	Median	High
Property Size in Rooms	5	58	47	207
Number of Floors	1	1	2	4
Total Meeting Space	200	1,250	1,250	4,860
Year Built	1900	1969	1972	2009
Class	Economy	Midscale	Economy	Upscale

# Sales Past 12 Months

California South/Central Hospitality

## RECENT SIGNIFICANT SALES

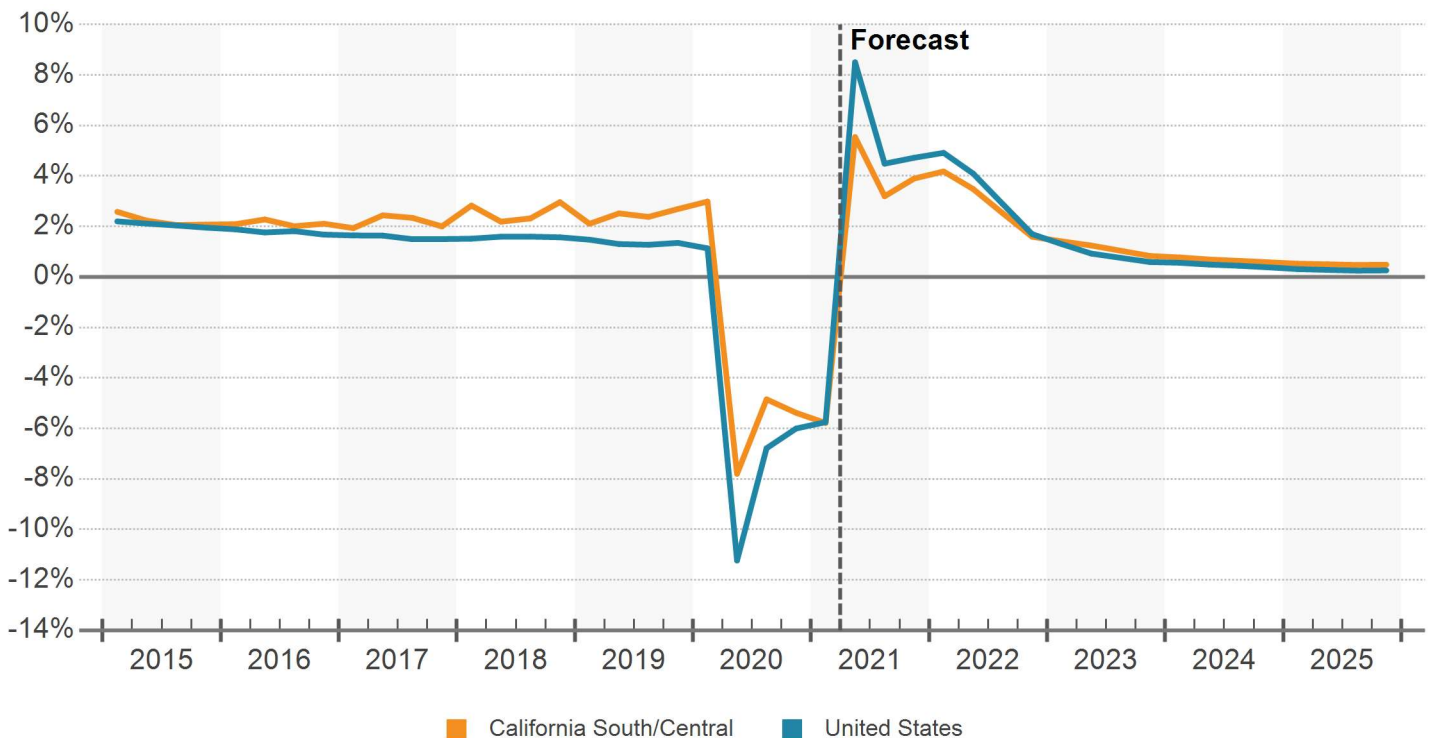
	Property Name/Address	Property Information				Sale Information		
		Class	Yr Built	Rooms	Brand	Sale Date	Price	Price/Room
1	Hampton by Hilton Inn & Suites Tulare 1100-1200 N Cherry St	Upper Midscale	2007	86	Hampton by Hilton	12/30/2020	\$10,040,000	\$116,744
2	Park Inn & Suites 3737 N Blackstone Ave	Upscale	1972	201	-	11/18/2020	\$9,707,000	\$48,294
3	Holiday Inn Express & Suites Dinuba 375 S Alta Ave	Upper Midscale	2008	70	Holiday Inn Express	4/30/2021	\$8,050,000	\$115,000
4	Rodeway Inn & Suites Heritage 1050 N Norma St	Economy	1984	123	Rodeway Inn	12/23/2020	\$7,050,000	\$57,317
5	Ramada Limited Bakersfield North 828 Real Rd	Midscale	1993	80	Ramada	11/16/2020	\$6,850,000	\$85,625
6	Quality Inn & Suites Bakersfield 4500 Buck Owens Blvd	Midscale	1984	207	Quality Inn	10/21/2020	\$6,500,000	\$31,401
7	Best Western Village Inn 3110 N Blackstone Ave	Midscale	1972	151	Best Western	2/26/2021	\$5,900,000	\$39,073
8	La Quinta Inns & Suites Bakersfield 3232 Riverside Dr	Upper Midscale	1986	128	La Quinta Inns & Suites	11/18/2020	\$5,500,000	\$42,969
9	4278 W Ashlan Ave	Economy	1964	117	-	5/12/2021	\$5,000,000	\$42,735
10	Motel 6 Tulare 1111 N Blackstone St	Economy	1976	112	Motel 6	9/17/2020	\$4,100,000	\$34,134
11	Motel 6 Coalinga East 25008 W Dorris Ave	Economy	1986	123	Motel 6	12/1/2020	\$4,000,000	\$32,520
12	Sequoia Lodge 1400 S Mooney Blvd	Midscale	1963	50	-	11/19/2020	\$3,700,000	\$74,000
13	Vagabond Inn Executive Bakersfield 1301 Chester Ave	Midscale	1963	52	Vagabond Inn	10/19/2020	\$3,000,000	\$57,692
14	Travel Inn 1442-1444 W White Ave	-	1962	60	-	1/11/2021	\$2,850,000	\$47,500
15	Sleep Inn & Suites Bakersfield North 6257 Knudsen Dr	Midscale	2006	46	Sleep Inn	12/16/2020	\$2,600,000	\$56,522
16	Super 8 Ridgecrest 426 S China Lake Blvd	Economy	1982	34	Super 8	2/12/2021	\$2,130,000	\$62,647
17	Country Inn Motel 1010 S Union Ave	Economy	1900	60	-	3/8/2021	\$2,100,000	\$35,000
18	Silver Saddle Ranch & Club 20751 Aristotle Dr	Midscale	1981	47	-	1/14/2021	\$2,100,000	\$44,681
19	Hounds Tooth Inn 42071 Highway 41	Economy	1999	12	-	7/28/2020	\$2,040,000	\$170,000
20	Shaver Lake Village Hotel 42135 Tollhouse Rd	Upscale	1940	15	-	4/13/2021	\$2,000,000	\$83,333

### CALIFORNIA SOUTH/CENTRAL EMPLOYMENT BY INDUSTRY IN THOUSANDS

NAICS Industry	CURRENT JOBS		CURRENT GROWTH		10 YR HISTORICAL		5 YR FORECAST	
	Jobs	LQ	Market	US	Market	US	Market	US
Manufacturing	59	0.4	-0.37%	2.14%	0.59%	0.52%	0.68%	0.26%
Trade, Transportation and Utilities	305	1.0	5.92%	4.31%	2.15%	0.88%	0.47%	0.49%
Retail Trade	191	1.1	6.75%	6.03%	1.29%	0.44%	0.45%	0.40%
Financial Activities	44	0.4	-0.34%	0.98%	-0.11%	1.34%	0.53%	0.59%
Government	190	0.8	-3.44%	-2.02%	0.32%	-0.31%	1.60%	0.98%
Natural Resources, Mining and Construction	105	1.1	-0.45%	2.93%	1.93%	2.50%	0.73%	0.95%
Education and Health Services	150	0.6	3.64%	2.65%	3.46%	1.54%	1.53%	1.64%
Professional and Business Services	75	0.3	-0.31%	3.87%	1.09%	1.87%	1.53%	1.38%
Information	5	0.2	0.22%	1.24%	-3.30%	0.25%	3.38%	1.93%
Leisure and Hospitality	693	4.3	1.15%	11.47%	1.38%	0.49%	1.76%	3.91%
Other Services	24	0.4	-0.20%	6.51%	1.11%	0.35%	1.32%	1.07%
<b>Total Employment</b>	<b>1,650</b>	<b>1.0</b>	<b>1.37%</b>	<b>3.17%</b>	<b>1.48%</b>	<b>0.94%</b>	<b>1.34%</b>	<b>1.29%</b>

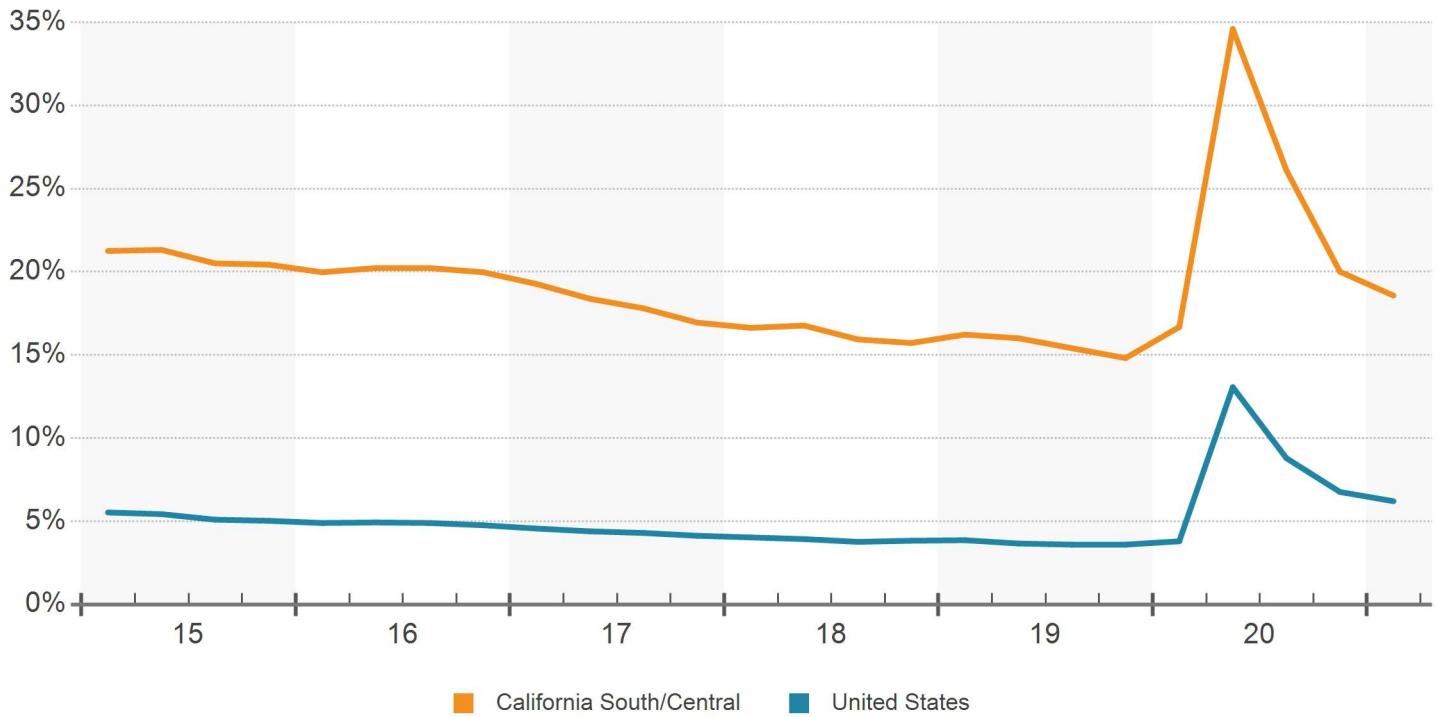
Source: Oxford Economics  
LQ = Location Quotient

### JOB GROWTH (YOY)

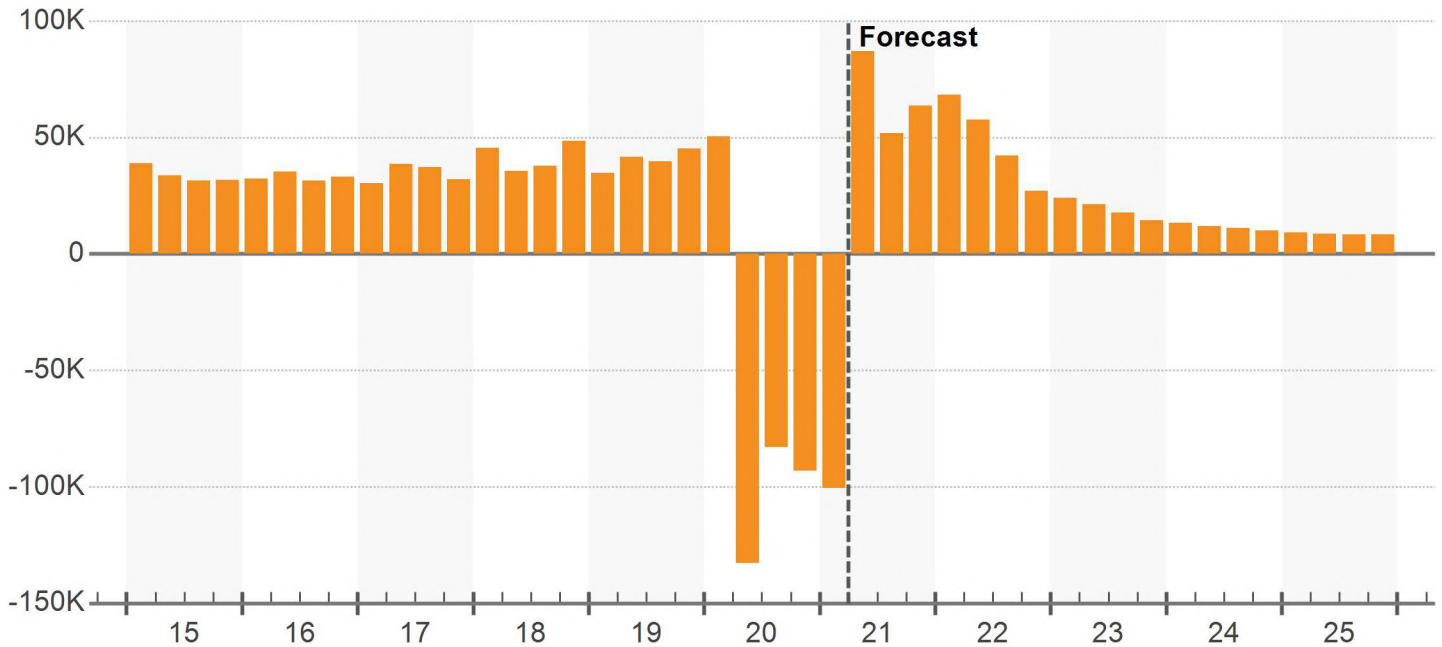


Source: Oxford Economics

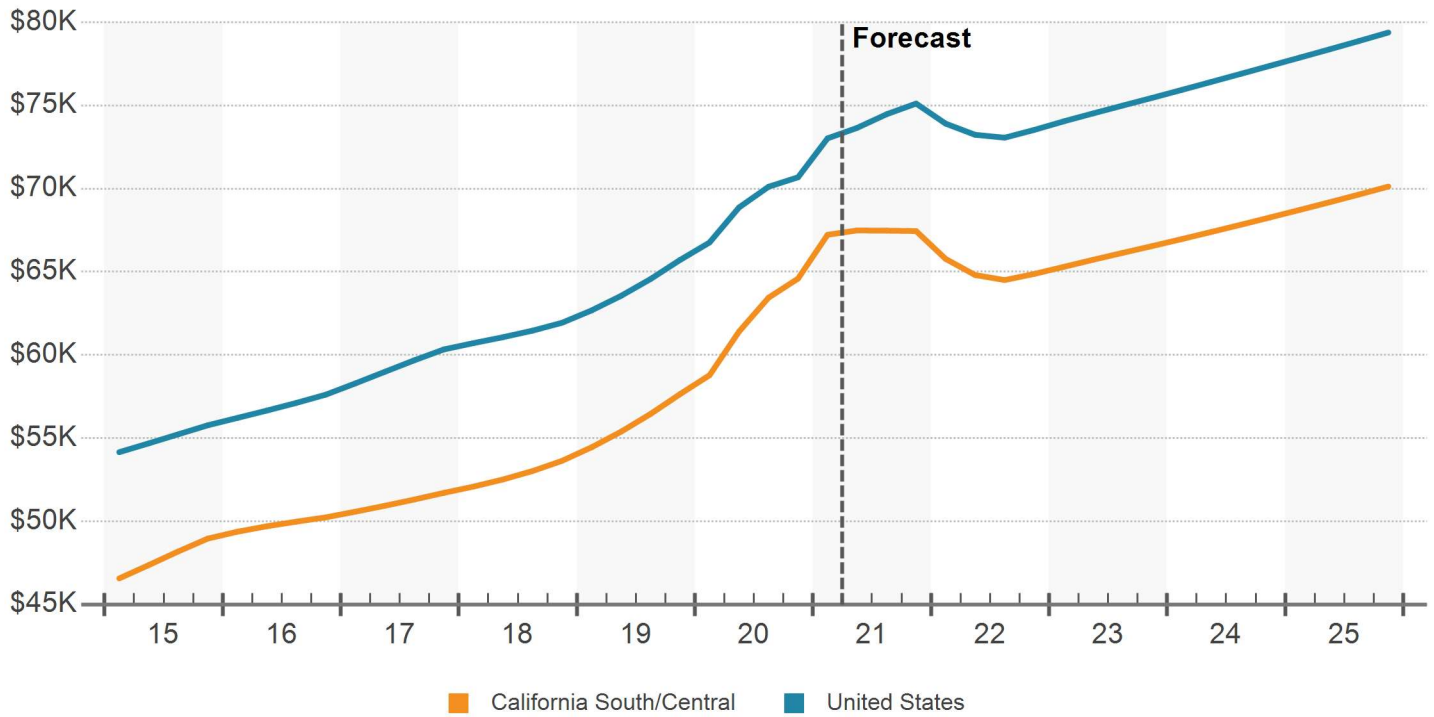
### UNEMPLOYMENT RATE (%)



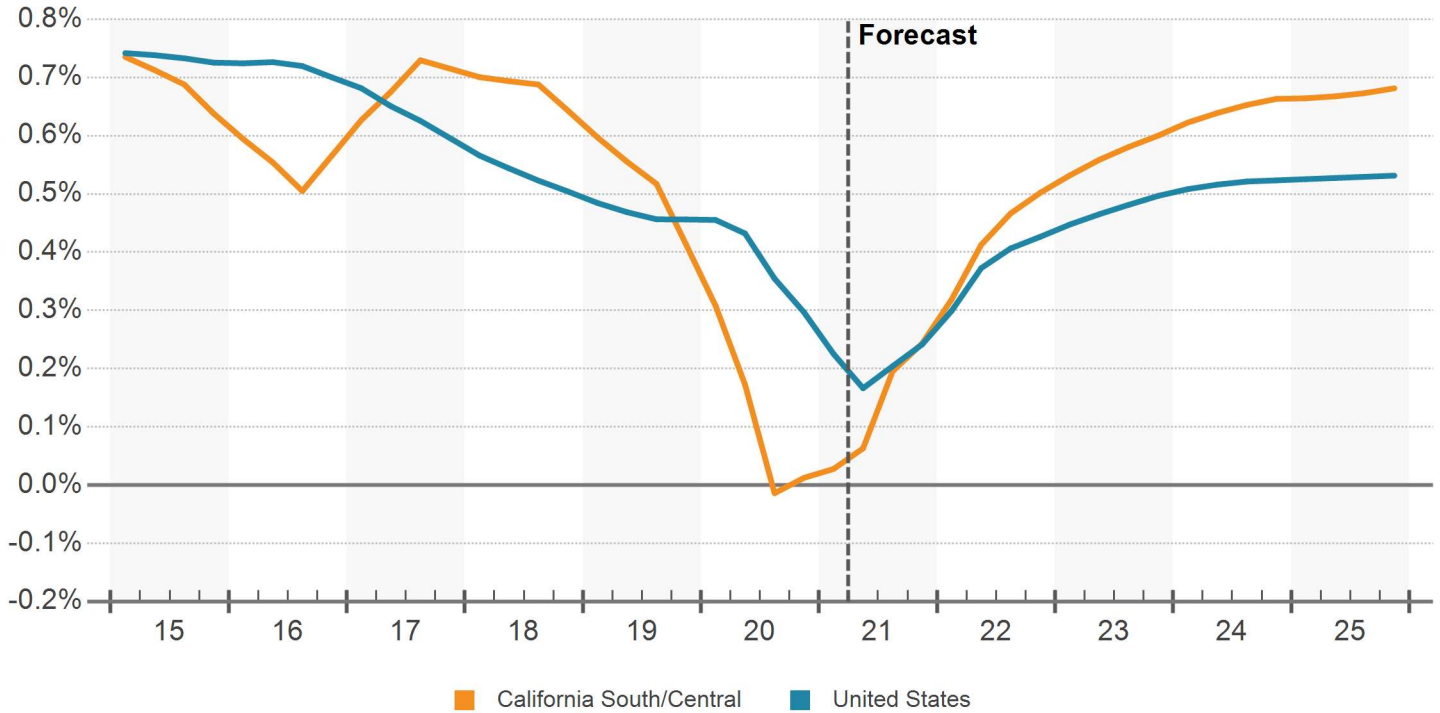
### NET EMPLOYMENT CHANGE (YOY)



### MEDIAN HOUSEHOLD INCOME

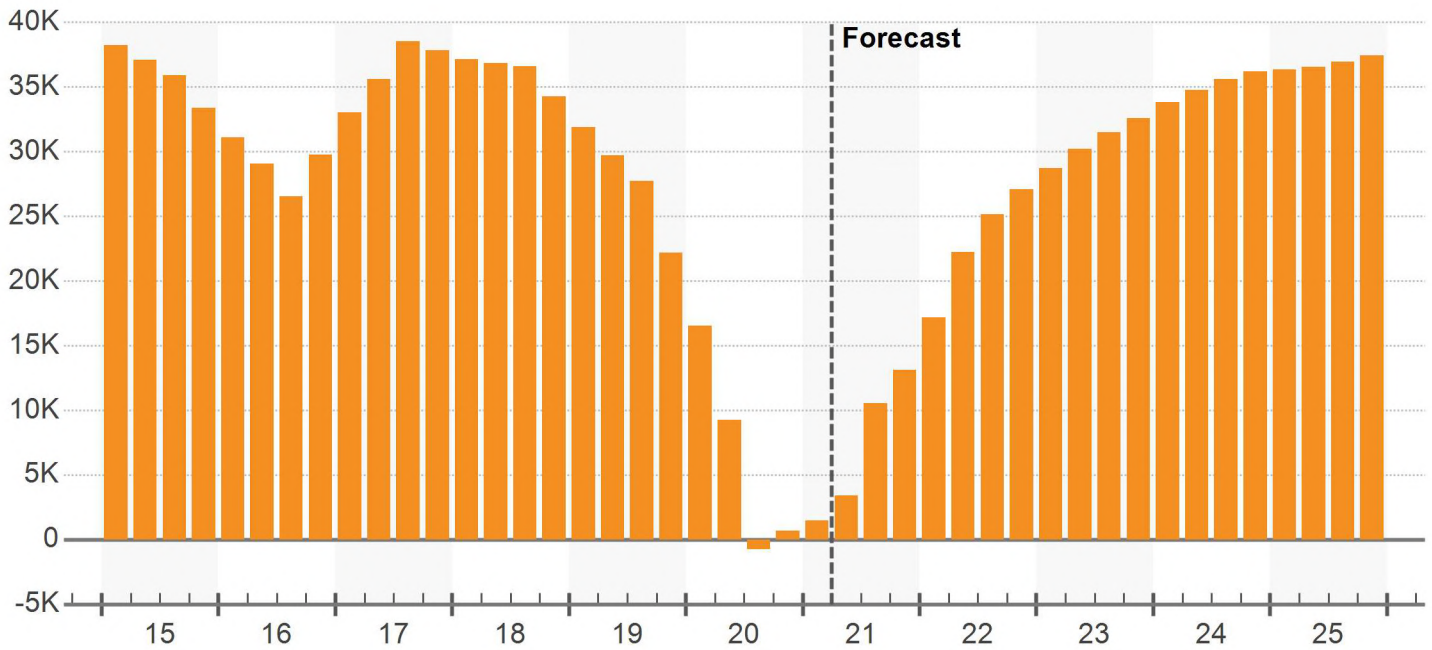


### POPULATION GROWTH (YOY %)





### NET POPULATION CHANGE (YOY)

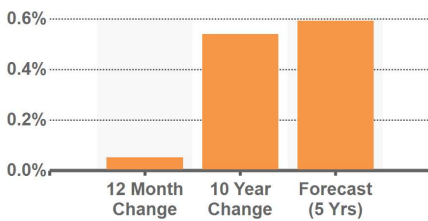


### DEMOGRAPHIC TRENDS

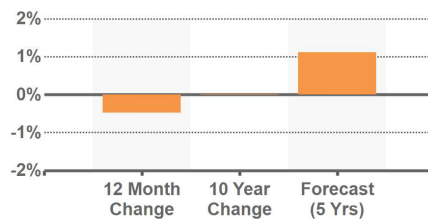
Demographic Category	Current Level		12 Month Change		10 Year Change		5 Year Forecast	
	Metro	US	Metro	US	Metro	US	Metro	US
Population	5,387,085	330,054,344	0.1%	0.2%	0.5%	0.6%	0.6%	0.5%
Households	-	123,305,789	-	0.1%	-	0.7%	-	0.4%
Median Household Income	\$67,398	\$73,436	11.4%	7.8%	4.0%	3.9%	1.0%	1.8%
Labor Force	1,149,898	160,754,500	-0.5%	0.4%	0%	0.5%	1.1%	0.7%
Unemployment	18.6%	6.2%	-9.9%	-3.7%	-1.5%	-0.3%	-	-

Source: Oxford Economics

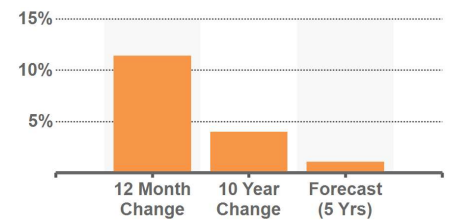
### POPULATION GROWTH



### LABOR FORCE GROWTH



### INCOME GROWTH



Source: Oxford Economics

# Submarkets

## CALIFORNIA SOUTH/CENTRAL SUBMARKETS



# Submarkets

## SUBMARKET INVENTORY

#	Submarket	Inventory				12 Month Deliveries				Under Construction			
		Bldgs	Rooms	% Market	Rank	Bldgs	Rooms	%	Rank	Bldgs	Rooms	% Market	Rank
1	Bakersfield	169	11,738	40.4%	1	2	245	2.1%	1	3	296	2.5%	3
2	Fresno	149	11,099	38.2%	2	1	111	1.0%	2	4	398	3.6%	2
3	Tulare/Visalia	112	6,192	21.3%	3	1	32	0.5%	3	4	335	5.4%	1

# Submarkets

## SUBMARKET PERFORMANCE

#	Submarket	12 Mo Occupancy			12 Mo ADR			12 Mo RevPAR		
		Rank	%	Year Growth	Rank	Per Room	Year Growth	Rank	Per Room	Year Growth
1	Bakersfield	3	55.5%	-6.3%	3	\$80.85	-1.0%	3	\$44.89	-7.2%
2	Fresno	2	59.2%	-4.4%	2	\$91.39	-8.2%	2	\$54.08	-12.2%
3	Tulare/Visalia	1	63.4%	-0.8%	1	\$102.30	-5.6%	1	\$64.84	-6.3%

### OVERALL SUPPLY & DEMAND

Year	Supply			Demand		
	Available Rooms	Change	% Change	Occupied Rooms	Change	% Change
2025	10,584,649	6,204	0.1%	7,086,196	28,189	0.4%
2024	10,578,445	30,995	0.3%	7,058,007	8,024	0.1%
2023	10,547,450	0	0%	7,049,983	138,809	2.0%
2022	10,547,450	156,101	1.5%	6,911,174	584,912	9.2%
2021	10,391,349	319,162	3.2%	6,326,262	783,035	14.1%
YTD	3,324,051	8,376	0.3%	1,988,454	369,353	22.8%
2020	10,072,187	183,223	1.9%	5,543,227	(940,691)	-14.5%
2019	9,888,964	132,471	1.4%	6,483,918	156,487	2.5%
2018	9,756,493	42,697	0.4%	6,327,431	132,639	2.1%
2017	9,713,796	19,714	0.2%	6,194,792	131,242	2.2%
2016	9,694,082	120,310	1.3%	6,063,550	94,539	1.6%
2015	9,573,772	(60,328)	-0.6%	5,969,011	49,044	0.8%
2014	9,634,100	(75,660)	-0.8%	5,919,967	204,667	3.6%
2013	9,709,760	(528)	0%	5,715,300	70,723	1.3%
2012	9,710,288	59,136	0.6%	5,644,577	144,388	2.6%
2011	9,651,152	46,058	0.5%	5,500,189	387,812	7.6%

### LUXURY & UPPER UPSCALE SUPPLY & DEMAND

Year	Supply			Demand		
	Available Rooms	Change	% Change	Occupied Rooms	Change	% Change
2025	484,062	0	0%			
2024	484,062	0	0%			
2023	484,062	0	0%			
2022	484,062	12,299	2.6%			
2021	471,763	61,778	15.1%			
YTD	147,138	5,838	4.1%	84,844	22,149	35.3%
2020	409,985	(20,570)	-4.8%	207,466	(97,198)	-31.9%
2019	430,555	0	0%	304,664	(6,748)	-2.2%
2018	430,555	0	0%	311,412	(1,594)	-0.5%
2017	430,555	608	0.1%	313,006	5,022	1.6%
2016	429,947	(90)	0%	307,984	(1,339)	-0.4%
2015	430,037	4,767	1.1%	309,323	419	0.1%
2014	425,270	9,741	2.3%	308,904	14,440	4.9%
2013	415,529	(61)	0%	294,464	14,711	5.3%
2012	415,590	755	0.2%	279,753	11,239	4.2%
2011	414,835	4,542	1.1%	268,514	36,779	15.9%

### UPSCALE & UPPER MIDSACLE SUPPLY & DEMAND

Year	Supply			Demand		
	Available Rooms	Change	% Change	Occupied Rooms	Change	% Change
2025	4,484,049	6,204	0.1%	2,956,984	45,718	1.6%
2024	4,477,845	30,995	0.7%	2,911,266	(13,179)	-0.5%
2023	4,446,850	0	0%	2,924,445	75,365	2.6%
2022	4,446,850	36,447	0.8%	2,849,080	254,052	9.8%
2021	4,410,403	137,916	3.2%	2,595,028	365,178	16.4%
YTD	1,434,360	53,434	3.9%	845,184	193,202	29.6%
2020	4,272,487	312,465	7.9%	2,229,850	(570,819)	-20.4%
2019	3,960,022	165,885	4.4%	2,800,669	83,516	3.1%
2018	3,794,137	62,337	1.7%	2,717,153	32,618	1.2%
2017	3,731,800	27,736	0.7%	2,684,535	95,215	3.7%
2016	3,704,064	82,670	2.3%	2,589,320	73,211	2.9%
2015	3,621,394	4,499	0.1%	2,516,109	68,151	2.8%
2014	3,616,895	(19,191)	-0.5%	2,447,958	83,962	3.6%
2013	3,636,086	16,091	0.4%	2,363,996	73,069	3.2%
2012	3,619,995	44,546	1.2%	2,290,927	82,341	3.7%
2011	3,575,449	34,335	1.0%	2,208,586	181,247	8.9%

### MIDSCALE & ECONOMY SUPPLY & DEMAND

Year	Supply			Demand		
	Available Rooms	Change	% Change	Occupied Rooms	Change	% Change
2025	5,616,538	0	0%	3,811,040	(16,662)	-0.4%
2024	5,616,538	0	0%	3,827,702	19,010	0.5%
2023	5,616,538	0	0%	3,808,692	58,118	1.5%
2022	5,616,538	107,355	1.9%	3,750,574	299,278	8.7%
2021	5,509,183	119,468	2.2%	3,451,296	345,386	11.1%
YTD	1,742,553	(50,896)	-2.8%	1,058,426	154,003	17.0%
2020	5,389,715	(108,672)	-2.0%	3,105,910	(272,675)	-8.1%
2019	5,498,387	(33,414)	-0.6%	3,378,585	79,719	2.4%
2018	5,531,801	(19,640)	-0.4%	3,298,866	101,615	3.2%
2017	5,551,441	(8,630)	-0.2%	3,197,251	31,005	1.0%
2016	5,560,071	37,730	0.7%	3,166,246	22,667	0.7%
2015	5,522,341	(69,594)	-1.2%	3,143,579	(19,526)	-0.6%
2014	5,591,935	(66,210)	-1.2%	3,163,105	106,265	3.5%
2013	5,658,145	(16,558)	-0.3%	3,056,840	(17,057)	-0.6%
2012	5,674,703	13,835	0.2%	3,073,897	50,808	1.7%
2011	5,660,868	7,181	0.1%	3,023,089	169,786	6.0%

### OVERALL PERFORMANCE

Year	Occupancy		ADR		RevPAR	
	Percent	% Change	Per Room	% Change	Per Room	% Change
2025	66.9%	0.3%	\$113.72	3.1%	\$76.13	3.4%
2024	66.7%	-0.2%	\$110.32	4.1%	\$73.61	3.9%
2023	66.8%	2.0%	\$105.96	5.0%	\$70.82	7.1%
2022	65.5%	7.6%	\$100.88	6.3%	\$66.10	14.4%
2021	60.9%	10.6%	\$94.88	5.9%	\$57.76	17.2%
YTD	59.8%	22.5%	\$90.66	1.5%	\$54.24	24.4%
2020	55.0%	-16.1%	\$89.58	-6.2%	\$49.30	-21.2%
2019	65.6%	1.1%	\$95.48	2.6%	\$62.60	3.8%
2018	64.9%	1.7%	\$93.04	3.1%	\$60.34	4.8%
2017	63.8%	2.0%	\$90.28	3.6%	\$57.57	5.6%
2016	62.5%	0.3%	\$87.14	4.9%	\$54.51	5.3%
2015	62.3%	1.5%	\$83.06	4.7%	\$51.79	6.2%
2014	61.4%	4.4%	\$79.34	4.9%	\$48.75	9.6%
2013	58.9%	1.3%	\$75.60	4.2%	\$44.50	5.5%
2012	58.1%	2.0%	\$72.54	1.8%	\$42.17	3.8%
2011	57.0%	7.1%	\$71.26	1.1%	\$40.61	8.2%

### LUXURY & UPPER UPSCALE PERFORMANCE

Year	Occupancy		ADR		RevPAR	
	Percent	% Change	Per Room	% Change	Per Room	% Change
2025						
2024						
2023						
2022						
2021						
YTD	57.7%	30.0%	\$130.78	-9.6%	\$75.41	17.5%
2020	50.6%	-28.5%	\$145.77	-7.2%	\$73.76	-33.6%
2019	70.8%	-2.2%	\$157.07	5.9%	\$111.14	3.6%
2018	72.3%	-0.5%	\$148.38	5.5%	\$107.32	5.0%
2017	72.7%	1.5%	\$140.60	2.8%	\$102.22	4.4%
2016	71.6%	-0.4%	\$136.71	4.9%	\$97.93	4.5%
2015	71.9%	-1.0%	\$130.34	4.7%	\$93.75	3.7%
2014	72.6%	2.5%	\$124.49	7.5%	\$90.43	10.1%
2013	70.9%	5.3%	\$115.85	6.8%	\$82.09	12.4%
2012	67.3%	4.0%	\$108.46	2.0%	\$73.01	6.1%
2011	64.7%	14.6%	\$106.33	-3.8%	\$68.82	10.3%

### UPSCALE & UPPER MIDSACLE PERFORMANCE

Year	Occupancy		ADR		RevPAR	
	Percent	% Change	Per Room	% Change	Per Room	% Change
2025	65.9%	1.4%	\$137.71	3.1%	\$90.81	4.6%
2024	65.0%	-1.1%	\$133.54	4.0%	\$86.82	2.8%
2023	65.8%	2.6%	\$128.41	4.9%	\$84.45	7.7%
2022	64.1%	8.9%	\$122.36	7.7%	\$78.39	17.3%
2021	58.8%	12.7%	\$113.60	3.3%	\$66.84	16.5%
YTD	58.9%	24.8%	\$107.03	-6.8%	\$63.06	16.3%
2020	52.2%	-26.2%	\$109.97	-6.6%	\$57.40	-31.1%
2019	70.7%	-1.2%	\$117.76	3.0%	\$83.29	1.7%
2018	71.6%	-0.4%	\$114.31	4.7%	\$81.86	4.2%
2017	71.9%	2.9%	\$109.20	3.4%	\$78.56	6.4%
2016	69.9%	0.6%	\$105.59	4.0%	\$73.81	4.7%
2015	69.5%	2.7%	\$101.50	4.0%	\$70.52	6.7%
2014	67.7%	4.1%	\$97.64	5.1%	\$66.08	9.4%
2013	65.0%	2.7%	\$92.88	4.2%	\$60.38	7.0%
2012	63.3%	2.5%	\$89.17	1.6%	\$56.43	4.1%
2011	61.8%	7.9%	\$87.78	0.5%	\$54.23	8.4%

### MIDSCALE & ECONOMY PERFORMANCE

Year	Occupancy		ADR		RevPAR	
	Percent	% Change	Per Room	% Change	Per Room	% Change
2025	67.9%	-0.4%	\$89.35	2.6%	\$60.63	2.2%
2024	68.2%	0.5%	\$87.05	4.4%	\$59.32	4.9%
2023	67.8%	1.5%	\$83.39	4.9%	\$56.55	6.5%
2022	66.8%	6.6%	\$79.50	4.3%	\$53.09	11.2%
2021	62.6%	8.7%	\$76.23	7.1%	\$47.75	16.4%
YTD	60.7%	20.4%	\$74.38	10.9%	\$45.18	33.6%
2020	57.6%	-6.2%	\$71.19	-0.4%	\$41.03	-6.6%
2019	61.4%	3.0%	\$71.46	1.6%	\$43.91	4.7%
2018	59.6%	3.5%	\$70.30	1.2%	\$41.92	4.8%
2017	57.6%	1.1%	\$69.47	3.3%	\$40.01	4.5%
2016	56.9%	0%	\$67.24	5.6%	\$38.29	5.7%
2015	56.9%	0.6%	\$63.66	4.7%	\$36.24	5.4%
2014	56.6%	4.7%	\$60.77	4.1%	\$34.38	9.0%
2013	54.0%	-0.3%	\$58.37	2.6%	\$31.53	2.4%
2012	54.2%	1.4%	\$56.87	1.4%	\$30.81	2.9%
2011	53.4%	5.8%	\$56.07	1.5%	\$29.94	7.4%



### OVERALL SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/Room	Avg Cap Rate	Price/Room	Price Index	Cap Rate
2025	-	-	-	-	-	-	\$143,257	272	8.0%
2024	-	-	-	-	-	-	\$139,219	265	8.0%
2023	-	-	-	-	-	-	\$132,971	253	8.0%
2022	-	-	-	-	-	-	\$126,617	241	8.0%
2021	-	-	-	-	-	-	\$115,559	220	8.1%
YTD	11	\$30.8M	2.0%	\$2,799,545	\$52,462	9.8%	\$102,593	195	8.2%
2020	27	\$103.5M	6.9%	\$3,832,781	\$52,371	9.1%	\$105,275	200	8.5%
2019	29	\$112.5M	7.4%	\$3,878,811	\$53,795	8.8%	\$106,770	203	8.8%
2018	18	\$59.1M	4.7%	\$3,280,833	\$45,149	9.2%	\$102,522	195	9.0%
2017	24	\$94.7M	6.1%	\$3,944,692	\$57,100	9.7%	\$96,564	184	9.0%
2016	19	\$72.2M	5.5%	\$3,798,353	\$48,796	9.6%	\$90,864	173	8.9%
2015	31	\$104.9M	8.1%	\$3,382,378	\$48,633	9.0%	\$83,429	159	8.9%
2014	19	\$117.4M	6.2%	\$6,178,868	\$71,759	10.0%	\$77,963	148	8.8%
2013	13	\$47.4M	4.2%	\$3,649,923	\$42,252	10.2%	\$71,449	136	8.9%
2012	13	\$30.7M	3.8%	\$2,365,000	\$30,172	10.6%	\$63,672	121	9.0%
2011	7	\$14.3M	1.8%	\$2,037,857	\$31,011	6.2%	\$59,972	114	9.0%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

### LUXURY & UPPER UPSCALE SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/Room	Avg Cap Rate	Price/Room	Price Index	Cap Rate
2025	-	-	-	-	-	-	\$540,039	342	7.1%
2024	-	-	-	-	-	-	\$524,817	333	7.1%
2023	-	-	-	-	-	-	\$501,263	318	7.1%
2022	-	-	-	-	-	-	\$477,310	303	7.1%
2021	-	-	-	-	-	-	\$435,626	276	7.1%
YTD	-	-	-	-	-	-	\$386,617	245	7.2%
2020	-	-	-	-	-	-	\$401,965	255	7.4%
2019	-	-	-	-	-	-	\$413,059	262	7.6%
2018	-	-	-	-	-	-	\$394,217	250	7.6%
2017	-	-	-	-	-	-	\$368,536	234	7.7%
2016	-	-	-	-	-	-	\$342,385	217	7.8%
2015	1	\$17.3M	14.7%	\$17,250,000	\$88,462	10.4%	\$310,205	197	7.8%
2014	-	-	-	-	-	-	\$294,184	186	7.4%
2013	-	-	-	-	-	-	\$262,592	166	7.6%
2012	-	-	-	-	-	-	\$213,247	135	8.8%
2011	-	-	-	-	-	-	\$196,688	125	8.9%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

### UPSCALE & UPPER MIDSACLE SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/Room	Avg Cap Rate	Price/Room	Price Index	Cap Rate
2025	-	-	-	-	-	-	\$184,084	267	7.6%
2024	-	-	-	-	-	-	\$178,895	260	7.6%
2023	-	-	-	-	-	-	\$170,866	248	7.6%
2022	-	-	-	-	-	-	\$162,702	236	7.6%
2021	-	-	-	-	-	-	\$148,493	216	7.7%
YTD	3	\$10.6M	0.8%	\$3,525,000	\$116,209	8.7%	\$130,619	190	7.8%
2020	7	\$46.5M	5.7%	\$6,642,429	\$67,681	8.4%	\$133,839	194	8.1%
2019	7	\$53.8M	6.1%	\$7,688,143	\$77,547	10.6%	\$135,252	196	8.4%
2018	4	\$29.3M	3.7%	\$7,325,000	\$73,618	9.1%	\$130,882	190	8.6%
2017	8	\$49.3M	6.1%	\$6,160,688	\$76,412	10.2%	\$123,860	180	8.6%
2016	6	\$44.7M	8.2%	\$7,458,167	\$53,209	8.2%	\$114,918	167	8.6%
2015	8	\$55.5M	9.9%	\$6,931,375	\$55,730	8.7%	\$105,284	153	8.6%
2014	7	\$99.4M	7.5%	\$14,204,285	\$132,750	11.5%	\$98,110	143	8.4%
2013	5	\$30.7M	5.2%	\$6,140,000	\$59,038	9.3%	\$89,865	131	8.5%
2012	5	\$11.8M	5.1%	\$2,369,000	\$23,180	10.0%	\$81,382	118	8.6%
2011	2	\$9.3M	2.7%	\$4,625,000	\$35,577	-	\$77,225	112	8.6%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

### MIDSCALE & ECONOMY SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/Room	Avg Cap Rate	Price/Room	Price Index	Cap Rate
2025	-	-	-	-	-	-	\$74,794	253	8.4%
2024	-	-	-	-	-	-	\$72,686	246	8.4%
2023	-	-	-	-	-	-	\$69,423	235	8.5%
2022	-	-	-	-	-	-	\$66,106	224	8.5%
2021	-	-	-	-	-	-	\$60,333	204	8.5%
YTD	8	\$20.2M	3.2%	\$2,527,500	\$40,766	12.1%	\$53,578	182	8.6%
2020	20	\$57M	8.3%	\$2,849,405	\$44,211	9.5%	\$54,908	186	8.9%
2019	22	\$58.7M	9.0%	\$2,666,751	\$41,996	7.8%	\$55,636	188	9.3%
2018	14	\$29.8M	5.9%	\$2,125,357	\$32,698	9.3%	\$52,763	179	9.5%
2017	16	\$45.4M	6.6%	\$2,836,694	\$44,805	9.2%	\$49,438	167	9.6%
2016	13	\$27.4M	4.1%	\$2,109,208	\$42,978	10.6%	\$48,303	164	9.4%
2015	22	\$32.2M	6.3%	\$1,461,487	\$33,284	8.9%	\$44,910	152	9.3%
2014	12	\$18M	5.8%	\$1,497,374	\$20,258	8.5%	\$41,832	142	9.2%
2013	8	\$16.7M	4.0%	\$2,093,625	\$27,776	11.0%	\$38,987	132	9.2%
2012	8	\$18.9M	3.3%	\$2,362,500	\$37,205	11.2%	\$35,439	120	9.3%
2011	5	\$5M	1.3%	\$1,003,000	\$25,075	6.2%	\$33,253	113	9.3%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

### DELIVERIES & UNDER CONSTRUCTION

Year	Inventory			Deliveries		Net Deliveries		Under Construction	
	Bldgs	Rooms	% Change	Bldgs	Rooms	Bldgs	Rooms	Bldgs	Rooms
YTD	430	29,029	0.8%	11	1,077	11	1,077	16	1,588
2020	428	28,795	2.2%	5	499	4	490	11	1,041
2019	422	28,182	1.9%	6	642	2	245	9	886
2018	417	27,654	1.5%	4	344	2	307	12	1,262
2017	412	27,258	1.2%	3	263	2	263	10	1,011
2016	408	26,934	1.2%	3	322	0	241	6	555
2015	405	26,612	0.2%	1	63	0	43	4	407
2014	404	26,549	0%	1	12	(2)	(71)	1	63
2013	404	26,549	0.1%	1	37	0	(6)	0	0
2012	403	26,512	1.3%	4	287	3	244	1	37
2011	398	26,165	0%	1	17	1	17	3	242

## Preliminary Report Top Sheet

◆ HELP US STAY ON TOP OF YOUR TRANSACTION ◆

**IF ANY OF THESE QUESTIONS ARE ANSWERED “YES”, OR IF YOU HAVE QUESTIONS ABOUT THE BELOW, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY**

- ◆ Have any of the principals recently filed bankruptcy?
- ◆ Do any of the principals plan to use a power of attorney?
- ◆ Are any of the principals going through a divorce? (if so, is there an attorney involved?)
- ◆ Is anyone currently vested in title deceased? Has a new Tax I.D. Number been established?
- ◆ Do any of the principals NOT have a valid photo identification?
- ◆ Is there construction work in progress or incomplete construction?
  - Any construction completed in the last year?
  - Any construction completed in the last 4 months?
- ◆ Is there a mobile or manufactured home on the property?
- ◆ Are the sellers a non-resident alien or a foreign out of country seller?
- ◆ Is the property an investment property or not considered seller's principal residence?
- ◆ Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- ◆ If your principals are currently vested or are taking title in their trust, have bank accounts been established in the name of the Trust?
- ◆ Will any of the principals be participating in a 1031 Exchange?
- ◆ Are any of the principals not able to sign with a Placer Title Company? If so, an approved notary will be required.

THANK YOU FOR CHOOSING

**Placer Title Company**



**PLACER TITLE COMPANY**  
A MOTHER LODE COMPANY

Placer Title Company  
7700 N. Palm, Suite 101  
Fresno, CA 93711  
Phone: (559)261-2910  
Fax: (559) 261-2963

Order No.: P-475486 Amend  
Reference:  
Escrow Officer: Darryl Evans  
Email: devans@placertitle.com  
Email Loan Docs To: 2101edocsB@placertitle.com

Proposed Insured:  
Proposed Loan Amount:  
Proposed Sales Price: \$3,234,000.00  
Proposed Buyer(s): HOUSING AUTHORITY OF THE CITY OF FRESNO, a public body corporate and politic  
Proposed Underwriter: First American Title Insurance Company

Property Address: 959 North Parkway Drive, Fresno, CA 93728

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer Title 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 Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. 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 Attachment One 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: March 5, 2021 at 7:30AM  
Title Officer: David James

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

2006 ALTA Standard Owners Policy

2006 ALTA Extended Loan Policy

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

Fee Simple

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

Daljit Singh and Surinder Kaur Singh, husband and wife as community property with right of survivorship

The land referred to in this report is described as follows:

See Exhibit "A" Attached for Legal Description

## Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of Fresno, City of Fresno, described as follows:

LOTS 13, 14, 15, 16, AND 17 OF ROEDING PARK GARDENS ACCORDING TO THE MAP RECORDED IN BOOK 13, PAGE 37 AND 38 OF PLATS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM FROM SAID LOTS 13 AND 14, THAT PORTION DEEDED TO THE STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 13; THENCE ALONG THE SOUTHERLY LINE SOUTH 81° 43' 27" WEST 20.59 FEET TO AN INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 3972 FEET, (A RADIAL LINE THROUGH SAID INTERSECTION BEARS NORTH 62° 24' 05" EAST) THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 196.81 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID LOT 14; THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 89° 46' 45" EAST 21.00 FEET, AND SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 20 FEET, AN ARC DISTANCE OF 22.43 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 14; THENCE ALONG SAID EASTERLY BOUNDARY AND EASTERLY BOUNDARY OF SAID LOT 13, SOUTH 25° 55' 35" EAST, 175.00 FEET, TO THE POINT OF BEGINNING.

APN: 449-324-11

## EXCEPTIONS

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

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2021-2022, a lien, not yet due or payable.
2. Taxes, special and general, assessment districts and service areas for the Fiscal Year 2020-2021:

1st Installment:	\$13,500.10	Paid
2nd Installment:	\$13,500.10	Due
Parcel Number:	449-324-11	
Code Area:	005-150	
Land Value:	\$351,659.00	
Imp. Value:	\$1,758,301.00	
Total Value:	\$2,109,960.00	
Exemption Amount:	\$0.00	

Note: First Installment is due November 1 and delinquent December 10. Second Installment is due February 1 and delinquent April 10.

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
4. Said land lies within the boundaries of the Fresno Metropolitan Flood Control District and is subject to the potential payment of drainage fees and/or the requirement of construction of drainage facilities as a condition of development, reconstruction, additions or alterations associated with said land.

If the parties involved in this transaction desire further information as to the effect this resolution may have on said land, they may contact Fresno Metropolitan Flood Control District at (559) 456-3292.

5. Dedications as set forth and shown on the official map of said subdivision as follows:

a. Public utilities as shown thereon

[Document Link](#)

6. Covenants, conditions and restrictions as contained in the deed from Alta Vista Homes Co., a corporation, recorded February 10, 1947, as (book) 2499 (page) 138, Official Records.

Note: Section 12956.1 of the Government Code provides the following:

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."



Contains: Mortgagee Protection Clause.

[Document Link](#)

And Re-Recorded February 28, 1947, (book) 2520 (page) 183, Official Records.

[Document Link](#)

Said Covenants, Conditions and Restrictions were modified in part by instrument recorded November 23, 1955, (book) 3685 (page) 537, Official Records.

[Document Link](#)

7. An easement over said land for pole lines and incidental purposes as granted to Pacific Gas and Electric Company, in deed recorded December 4, 1947, (book) 2577 (page) 16, Official Records.

Affects: a portion of Lot 16

No representation is made as to the current ownership of said easement.

[Document Link](#)

8. An easement over said land for pole lines and incidental purposes as granted to Pacific Gas and Electric Company, in deed recorded December 4, 1947, (book) 2577 (page) 23, Official Records.

Affects: a portion of Lot 13

No representation is made as to the current ownership of said easement.

[Document Link](#)

9. Release and relinquishment of abutter's rights or access rights in and to the freeway adjacent to said land, together with a waiver of damages to said land by reason of the location, construction, landscaping or maintenance of said freeway adjoining said land, as contained in the deed to the State of California recorded December 9, 1954, as (book) 3528 (page) 192, Official Records.

[Document Link](#)

10. Terms, conditions and provisions of an unrecorded lease, in favor of T-Mobile West Tower LLC, a Delaware limited liability company, as Lessee, disclosed by a Memorandum of First Amendment to Communications Site Lease Agreement, recorded October 16, 2013, (instrument) 2013-0145374, Official Records.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

[Document Link](#)

Said lease was subordinated to the lien of the Deed of Trust recorded January 6, 2015, (instrument) 2015-0001117-00, by instrument recorded January 6, 2015, as (instrument) 2015-0001119-00, Official Records.

[Document Link](#)

11. The terms, conditions and provisions as contained in the document entitled "Memorandum of Master Prepaid Lease and Management Agreement", by and between T-Mobile West Tower LLC, a Delaware limited liability company and CCTMO LLC, a Delaware limited liability company, dated February 27, 2014, recorded July 24, 2014, as (instrument) 2014-0081372-00, Official Records.

[Document Link](#)

12. Deed of Trust to secure an indebtedness of \$223,690.00, dated December 23, 2014, recorded January 6, 2015, (instrument) 2015-0001117-00, Official Records.

Trustor: Daljit Singh and Surinder Kaur Singh, husband and wife  
Trustee: North American Title Company, a California corporation  
Beneficiary: Amarjit K. Mann, a married woman as her sole and separate property  
Loan No.: (None Shown)

[Document Link](#)

Said Deed of Trust was subordinated to the lien of the Deed of Trust recorded May 1, 2017, (instrument) 2017-0053221-00, by instrument recorded May 1, 2017, as (instrument) 2017-0053226-00, Official Records.

[Document Link](#)

13. Deed of Trust to secure an indebtedness of \$1,700,000.00, dated April 21, 2017, recorded May 1, 2017, (instrument) 2017-0053221-00, Official Records.

Trustor: Daljit Singh and Surinder Kaur Singh, husband and wife as community property with right of survivorship  
Trustee: First American Title Company  
Beneficiary: Hana Small Business Lending, Inc.  
Loan No.: 12155

[Document Link](#)

The Beneficial Interest under said Deed of Trust was assigned of record to Wells Fargo Bank, N.A., by assignment, recorded December 9, 2019, (instrument) 2019-0147809, Official Records.

[Document Link](#)

14. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Deed of Trust shown hereinabove was assigned to Hana Small Business Lending, Inc., by document dated April 21, 2017, recorded May 1, 2017, (instrument) 2017-0053222-00, Official Records.

[Document Link](#)

15. Terms, conditions and provisions as contained in that certain "Hazardous Substance Certificate and Indemnity Agreement", recorded May 1, 2017, (instrument) 2017-0053223-00, Official Records.

[Document Link](#)

16. Terms, conditions and provisions of an unrecorded lease, in favor of SGD Investments, Inc., as Lessee, disclosed by a Lessee's Assignment of Lease and Subordination, recorded May 1, 2017, (instrument) 2017-0053224-00, Official Records.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Said lease was subordinated to the lien of the Deed of Trust recorded May 1, 2017, (instrument) 2017-0053221-00, by instrument recorded May 1, 2017, as (instrument) 2017-0053224-00, Official Records.

[Document Link](#)

17. An easement over said land for telecommunications purposes and incidental purposes as granted to Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, in deed recorded August 24, 2017, (instrument) 2017-0106481-00, Official Records, and upon the terms and provisions contained therein.

Affects: as described therein

No representation is made as to the current ownership of said easement.

[Document Link](#)

The interest of said easement was assigned to Landmark Infrastructure Operating Company LLC, a Delaware limited liability company, by that document recorded October 24, 2017, (instrument) 2017-0138264-00, Official Records.

[Document Link](#)

18. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.
19. A Statement of Identity from Daljit Singh is required as the name run of the said party discloses items which may constitute a lien against said party.

\*\*\*\*\* SPECIAL INFORMATION \*\*\*\*\*

**\*\*\* CHAIN OF TITLE REPORT:**

According to the public records, no deeds conveying the property described in this report have been recorded within a period of 2 years prior to the date of this report, except as shown herein: NONE

**\*\*\* LENDER'S SUPPLEMENTAL ADDRESS REPORT:**

The above numbered report 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:

Placer Title Company states that the herein described property is Commercial and that the property address is:

959 North Parkway Drive, Fresno, CA 93728

**\*\*\*NOTICE REGARDING MAPS**

Any maps provided herewith are for reference only. The property and/or easements shown are but approximations, and no assurances are given as to accuracy, reliability, dimensions or acreage. This will not limit the coverage provided by a CLTA 116, 116.1 or 116.03 endorsement if issued to the policy.

**\*\*\* NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:**

**IMPORTANT NOTICE- ACCEPTABLE TYPE OF FUNDS**

Please be advised that in accordance with the provisions of the California Insurance Code, Section 12413.1, any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement. Funds deposited by wire transfer may be disbursed upon receipt. Funds deposit via cashier's checks drawn on a California based bank may be disbursed the next business day. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

**IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS, OR FOREIGN CHECKS.**

**PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.**

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

**\*\*\* DISCLOSURE OF DISCOUNTS \*\*\***

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title Company and the property is your primary residence; or
2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

**\*\*\* LENDER'S NOTE \*\*\***

In accordance with Executive Order 13224, and the USA Patriot Act, **PLACER TITLE COMPANY** compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

**\*\*\* BUYER'S NOTE \*\*\***

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.
3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

**CLTA PRELIMINARY REPORT FORM**  
**Attachment One (Rev 06-05-14)**  
**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**EXCLUSIONS FROM COVERAGE**

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

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

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

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

## EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I (continued)

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

## CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS

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

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

## LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

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

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

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

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



### **EXCLUSIONS FROM COVERAGE (continued)**

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

### **EXCEPTIONS FROM COVERAGE**

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

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

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

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

### **EXCLUSIONS FROM COVERAGE (continued)**

3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

### **EXCEPTIONS FROM COVERAGE**

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

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

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

## ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

### EXCLUSIONS FROM COVERAGE

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

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

**NOTICE**  
**FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
  2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
  3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

**CALIFORNIA WITHHOLDING**

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

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

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

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

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
  - a. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
  - b. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
  - c. The seller has a loss or zero gain for California income tax purposes on this sale; or
  - d. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
  - e. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
  - f. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
  - g. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
  - h. The seller is a tax-exempt entity under either California or federal law; or
  - i. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
  - j. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
  - k. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
  - l. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

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

**NOTICE**  
**DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE**

Unless you elect otherwise (as described below), all funds received by (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.



MOTHER LODE HOLDING COMPANY

**Placer Title Co., Montana Title and Escrow, National Closing Solutions,  
National Closing Solutions of Alabama, National Closing Solutions of Maryland,  
North Idaho Title Insurance, Placer Title Insurance Agency of Utah,  
Premier Reverse Closings, Premier Title Agency, Texas National Title,  
Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow**

## **NOTICE AT COLLECTION AND PRIVACY POLICY**

updated July 1, 2020

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

### **1. Personal Information We Collect**

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifiers, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

#### **1. Purposes**

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-J); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

#### **1. Sources, Sharing**

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

#### **1. Cookies and similar technologies**

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information by our tracking technologies allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

### **1. Links to Other Websites and Do Not Track**

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

#### **1. Sale**

We do not sell personal information about consumers and have not sold information about consumers in the last 12 months.

#### **1. Minors**

We do not collect information from minors under the age of 18.

#### **1. Safeguards**

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

#### **1. Access and Changes**

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing [privacy@mlhc.com](mailto:privacy@mlhc.com). This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).

### **CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS**

#### **1. Requests Under the California Consumer Privacy Act ("CCPA")**

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

#### **1. How to Make a Request under the California Consumer Privacy Act**

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to [privacy@mlhc.com](mailto:privacy@mlhc.com); (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).



## GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.	Placer Title Co.
Montana Title and Escrow Co.	Placer Title Insurance Agency of Utah
National Closing Solutions, Inc.	Premier Title Agency
National Closing Solutions of Alabama	North Idaho Title Insurance Co.
National Closing Solutions of Maryland	Texas National Title
Premier Reverse Closings	Western Auxiliary Corp.
	Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

**We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).

## Privacy Notice

**Effective:** October 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

### **For California Residents**

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

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

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

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

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

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

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

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

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

SCALE IN 1/10 OF AN INCH

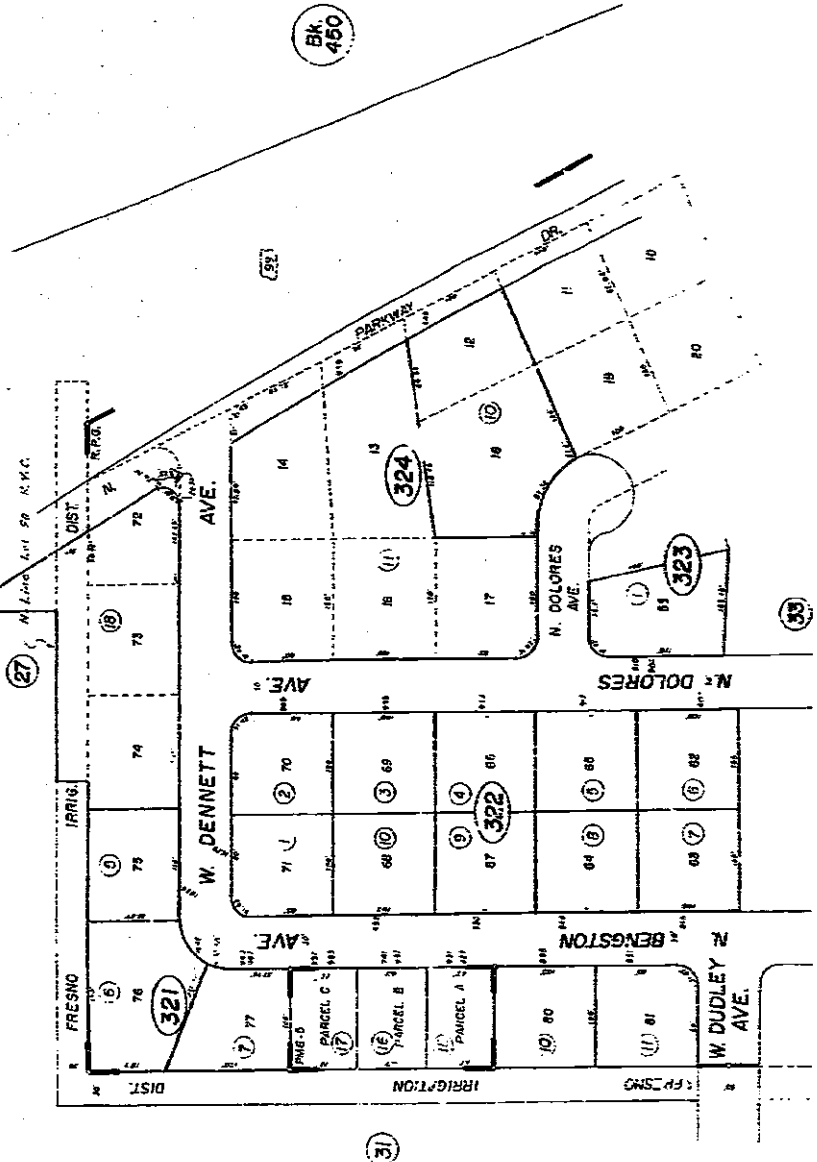
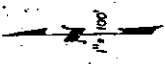


449 - 32

Tax Area 5-001

SUBDIVIDED LAND IN POR. SEC. 31, T.13 S., R. 20 E., M.D. B. 8 M.

NOTE: This map is for Assessment purposes only. It is not to be construed as partitioning land eventually or options of land for purposes of zoning or subdivision law.



BK. 450

OCT 27 1995  
Assessor's Map Bk. 449 - Pg. 32  
County of Fresno, Calif.

Reading Park Gardens - Plat Bk. 13, Pg. 37  
Parcel Map No. 72-98 - Bk. 6, Pg. 6

NOTE: Assessor's Block Numbers Shown in Ellipse.