



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

DATE: April 24, 2024

TO: Department of Public Works and Planning, Attn: Steven E. White, Director
Department of Public Works and Planning, Attn: Bernard Jimenez,
Planning and Resource Management Officer
Development Services and Capital Projects, Attn: William M. Kettler,
Deputy Director
Development Services and Capital Projects, Attn: Chris Motta, Division Manager
Development Services and Capital Projects, Attn: Tawanda Mtunga,
Principal Planner
Development Services and Capital Projects, Attn: Attn: James Anders,
Principal Planner
Development Services and Capital Projects, Current/Environmental
Planning, Attn: David Randall, Senior Planner
Development Services and Capital Projects, Policy Planning, Attn:
Mohammad Khorsand, Senior Planner
Development Services and Capital Projects, Zoning & Permit Review,
Attn: Daniel Gutierrez, Senior Planner
Development Services and Capital Projects, Development Engineering,
Attn: Laurie Kennedy, Office Assistant III
Water and Natural Resources Division, Attn: Augustine Ramirez, Division Manager
Water and Natural Resources Division, Attn: Roy Jimenez, Senior Planner
Water and Natural Resources Division, Transportation Planning, Attn:
Hector Luna, Senior Planner/Darren Findley, Senior Engineering Technician/Brody
Hines, Planner
Water and Natural Resources Division, Community Development, Attn:
Yvette Quiroga, Principal Planner
Design Division, Attn: Mohammad Alimi, Division Manager;
Erin Haagenson, Principal Staff Analyst
Resources Division, Attn: Daniel Amann, Interim Division Manger
Resources Division, Special Districts, Attn: Christopher Bump, Principal
Staff Analyst
Road Maintenance and Operations Division, Attn: Wendy Nakagawa,
Supervising Engineer
Department of Public Health, Environmental Health Division, Attn: Deep
Sidhu, Supervising Environmental Health Specialist; Kevin Tsuda,
Environmental Health Specialist;
Agricultural Commissioner, Attn: Melissa Cregan
Sheriff's Office, Attn: Captain Mark Padilla, Captain Ryan Hushaw, Adam Maldonado, Kevin
Lolkus, Kathy Curtice, Brandon Pursell
Pacific Gas and Electric, Centralized Review Team, Attn: PGEPlanReview@pge.com
Dumna Wo Wah Tribal Government, Attn: Robert Ledger, Tribal Chairman/Eric
Smith, Cultural Resources Manager/Chris Acree, Cultural Resources Analyst
Picayune Rancheria of the Chukchansi Indians, Attn: Heather Airey/Cultural
Resources Director
Santa Rosa Rancheria Tachi Yokut Tribe, Attn: Ruben Barrios, Tribal Chairman,
Director/Shana Powers, Cultural Director

Table Mountain Rancheria, Attn: Robert Pennell, Cultural Resources Director
U.S. Fish and Wildlife Service, San Joaquin Valley Division, Attn: Matthew Nelson
Department of Fish and Wildlife, Attn: R4CEQA@wildlife.ca.gov
Fresno County Fire Protection, Attn: FKU.Prevention-Planning@fire.ca.gov
State Water Resources Control Board, Division of Drinking Water, Fresno District,
Attn: Cinthia Reyes
CA Regional Water Quality Control Board, Attn:
centralvalleyfresno@waterboards.ca.gov
San Joaquin Valley Unified Air Pollution Control District (PIC-CEQA Division), Attn:
Michael Corder, Senior Air Quality Specialist, Patia Siong, Air Quality Specialist
Kings River Conservation District, Attn: Charlotte Gallock, Director of Water Resources,
Chief Engineer
Reedley Municipal Airport, Attn: Kayla Cheney Department Administrative Assistant
City of Reedley, Attn: Rodney Horton, Director Community Development-Planning
Airport Land Use Commission (ALUC) Attn: Brenda Veenendaal Administrative Service
Manager & Public Information Officer

FROM: Alyce Alvarez, Planner
Development Services and Capital Projects Division

SUBJECT: Unclassified Conditional Use Permit No. 3784 & Initial Study No. 8553

APPLICANT: Michael Smith, CenCal Permit Services

OWNER: Samuel Gomez Cobian

DUE DATE: **May 09, 2024**

The Department of Public Works and Planning, Development Services and Capital Projects Division is reviewing the subject application proposing to allow an events venue on a 9.98-acre parcel located within the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District.

The subject parcel is located on the Northwest corner of south Buttonwillow Avenue and east American Avenue, approximately 2.87-miles north of the nearest city limits of the City of Reedley. (APN: 333-290-15) (4931 S. Buttonwillow Ave.) (Sup. Dist. 4).

The Department is also reviewing for environmental effects, as mandated by the California Environmental Quality Act (CEQA) and for conformity with plans and policies of the County.

Based upon this review, a determination will be made regarding conditions to be imposed on the project, including necessary on-site and off-site improvements.

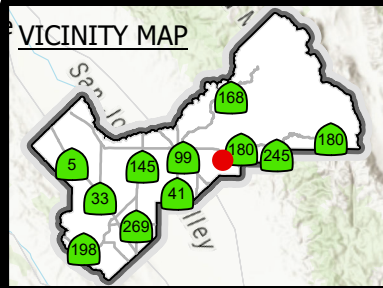
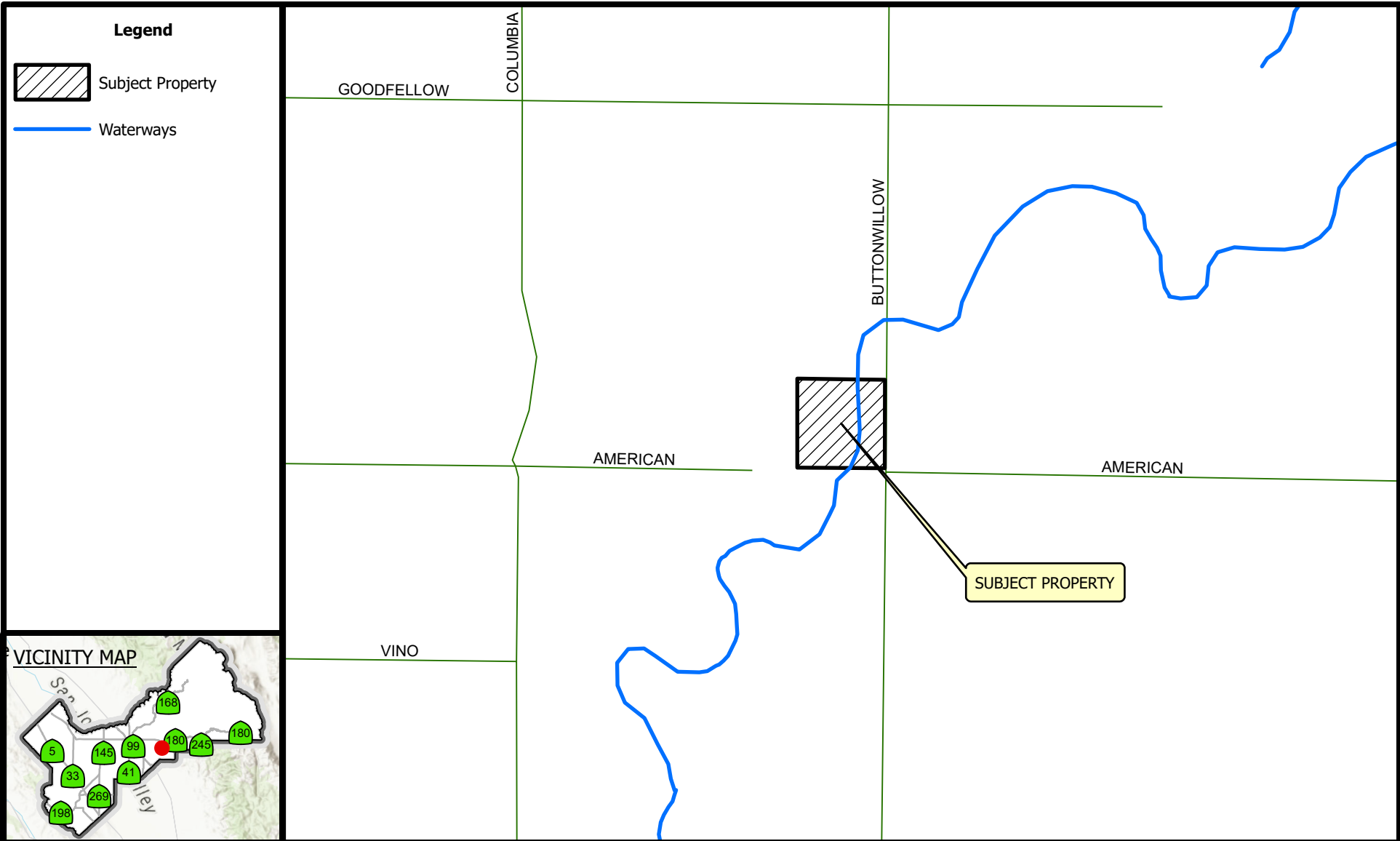
We must have your comments by **May 09, 2024**. Any comments received after this date may not be used.

If you do not have comments, please provide a “NO COMMENT” response to our office by the above deadline (e-mail is also acceptable; see email address below).

Please address any correspondence or questions related to environmental and/or policy/design issues to me, Alyce Alvarez, Planner, Development Services and Capital Projects Division, Fresno County Department of Public Works and Planning, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721, or call (559) 600-9669, or email alyalvarez@fresnocountyca.gov

AA
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Activity Code (Internal Review): 2384

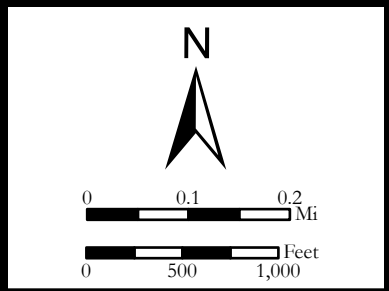


LOCATION MAP



CUP 3784

2024

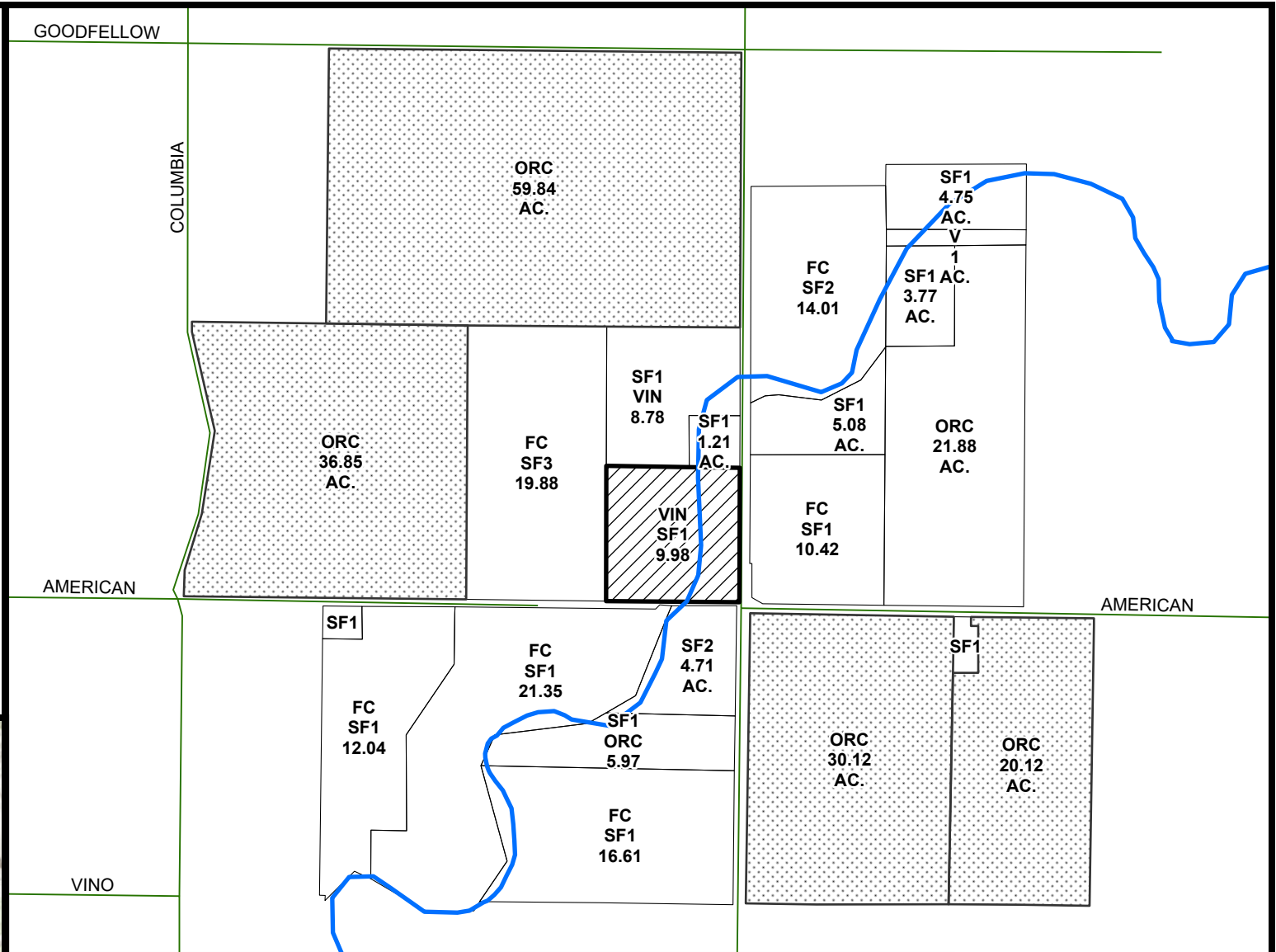
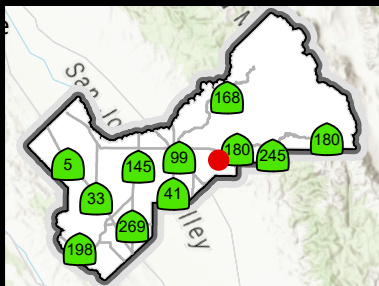
Prepared by : County of Fresno, Department of Public Works and Planning, Development Services Division
 Person Prepared by : chuvang
 On Date : 3/11/2024



LEGEND:

-  Subject Property
-  Ag Contract Land

LEGEND
FC - FIELD CROP
ORC - ORCHARD
SF#- SINGLE FAMILY RESIDENCE
V - VACANT
VIN - VINEYARD

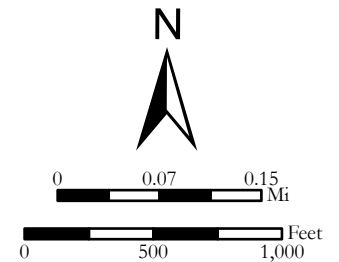


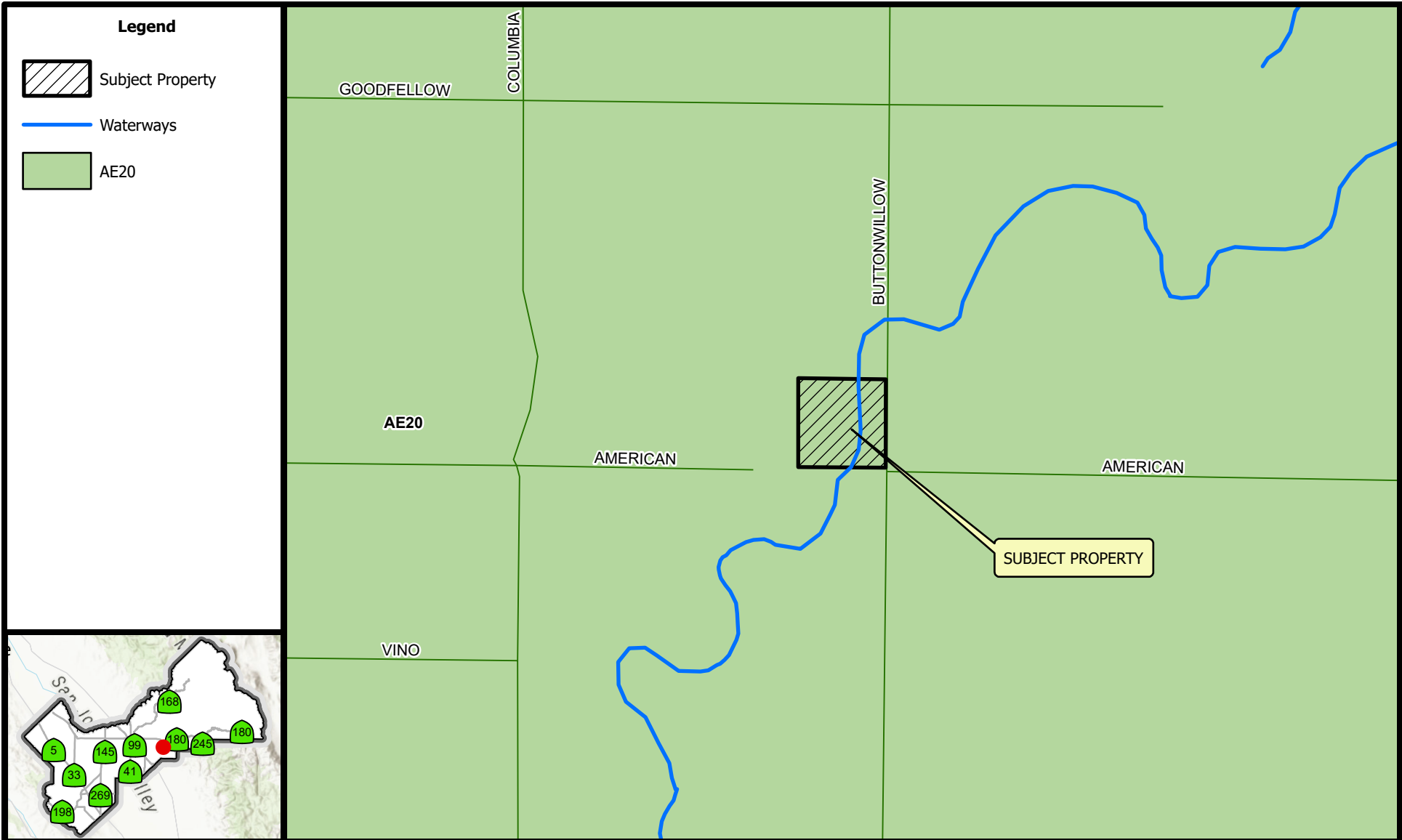
Existing Land Use Map




CUP 3784

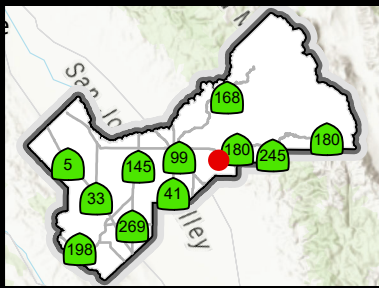
2024

Prepared by : County of Fresno, Department of Public Works and Planning, Development Services Division
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 On Date : 3/11/2024





- Legend**
-  Subject Property
 -  Waterways
 -  AE20

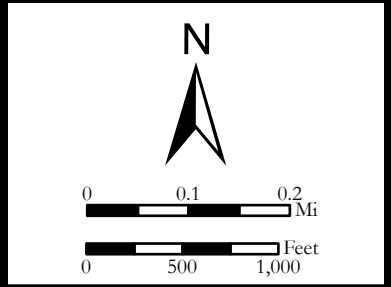


Existing Zoning Map

CUP 3784
STR 35 - 15S / 23E

2024

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 On Date : 3/11/2024

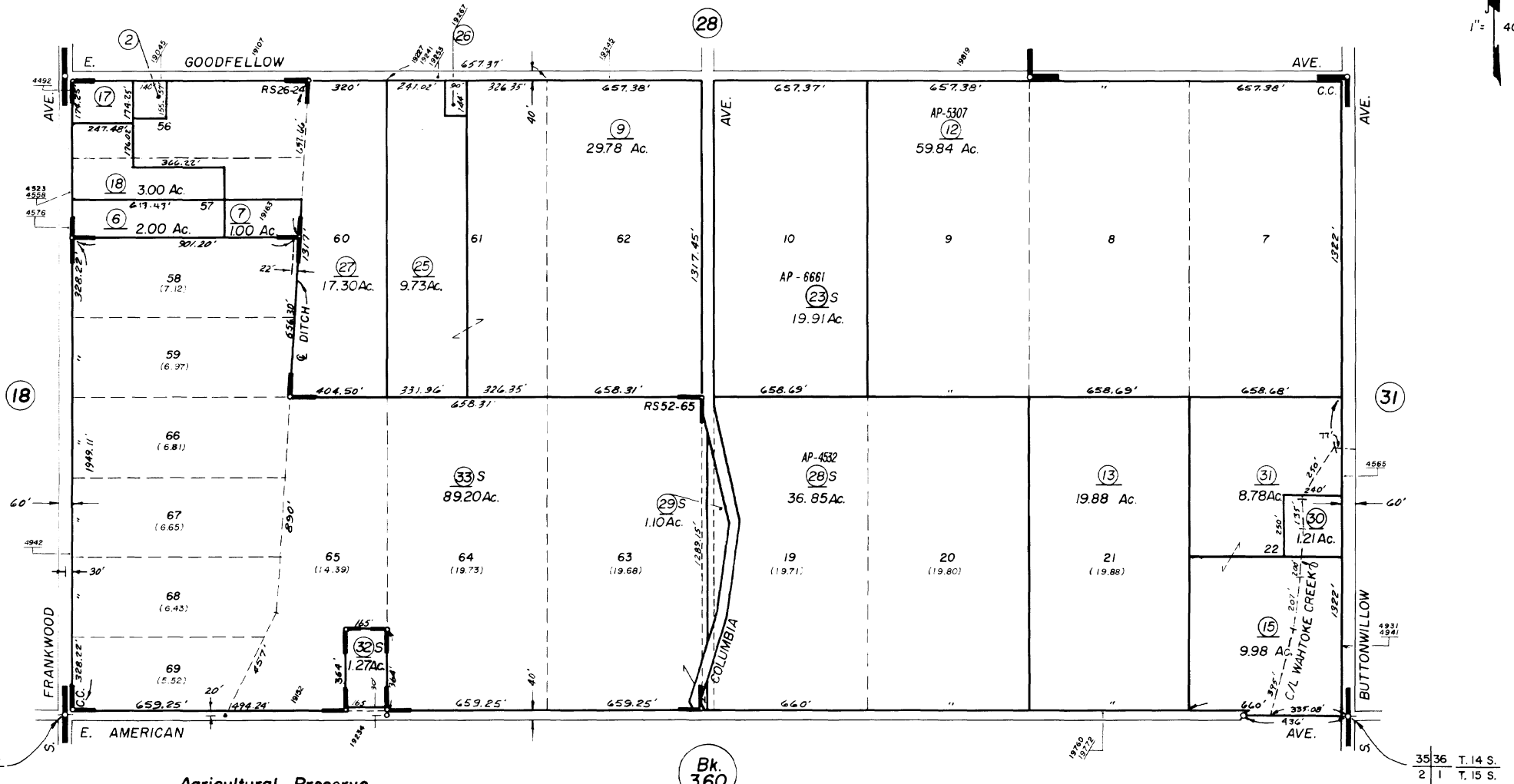


SUBDIVIDED LAND IN POR. SEC. 35, T. 14 S., R. 23 E., M.D.B. & M.

Tax Area
169-001 8-031
169-041

333-29

— 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.






Agricultural Preserve
Columbia Colony (Resub.) - R. S. Bk. 4, Pg. 15
Record of Survey - Bk. 26, Pg. 24
Record of Survey - Bk. 52, Pg. 65

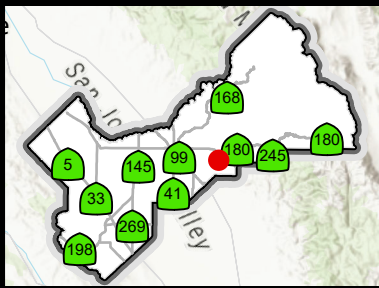
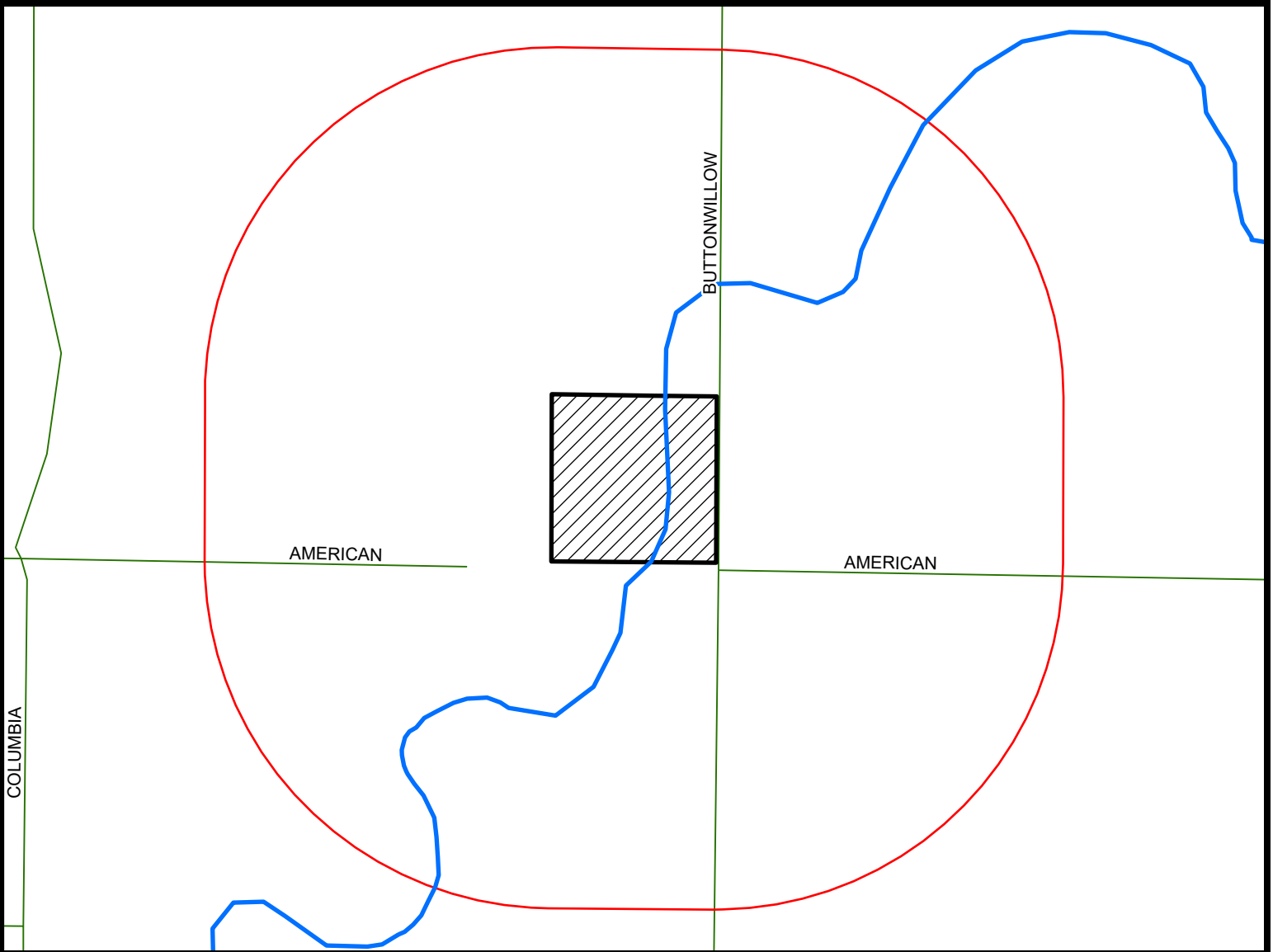
Bk. 360

Assessor's Map Bk. 333 - Pg. 29
County of Fresno, Calif.

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

Legend

-  Subject Property
-  Quarter Mile Buffer
-  Waterways

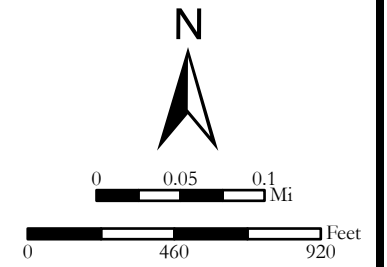


Proximity Map

CUP 3784

2024

Prepared by : County of Fresno, Department of Public Works and Planning, Development Services Division
Person Prepared by : chuang
On Date : 3/11/2024



WIND LOAD	SEISMIC DESIGN CAT.	SUBJECT TO DAMAGE	WINTER DESIGN TEMP. 28°	FLOOD HAZARD	AIR FREEZING INDEX	MEAN ANNUAL TEMP.
	TOPO GRAPHIC EFFECTS	WEATHERING FROST LINE/DEPTH	PER ENERGY ANALYSIS	PER GRADING OFFICIAL	FIGURE R403.3(2)	PER ENERGY ANALYSIS
SPEED MPH	"B"	<5000=NEG	NO	NA	1500	63°
85						

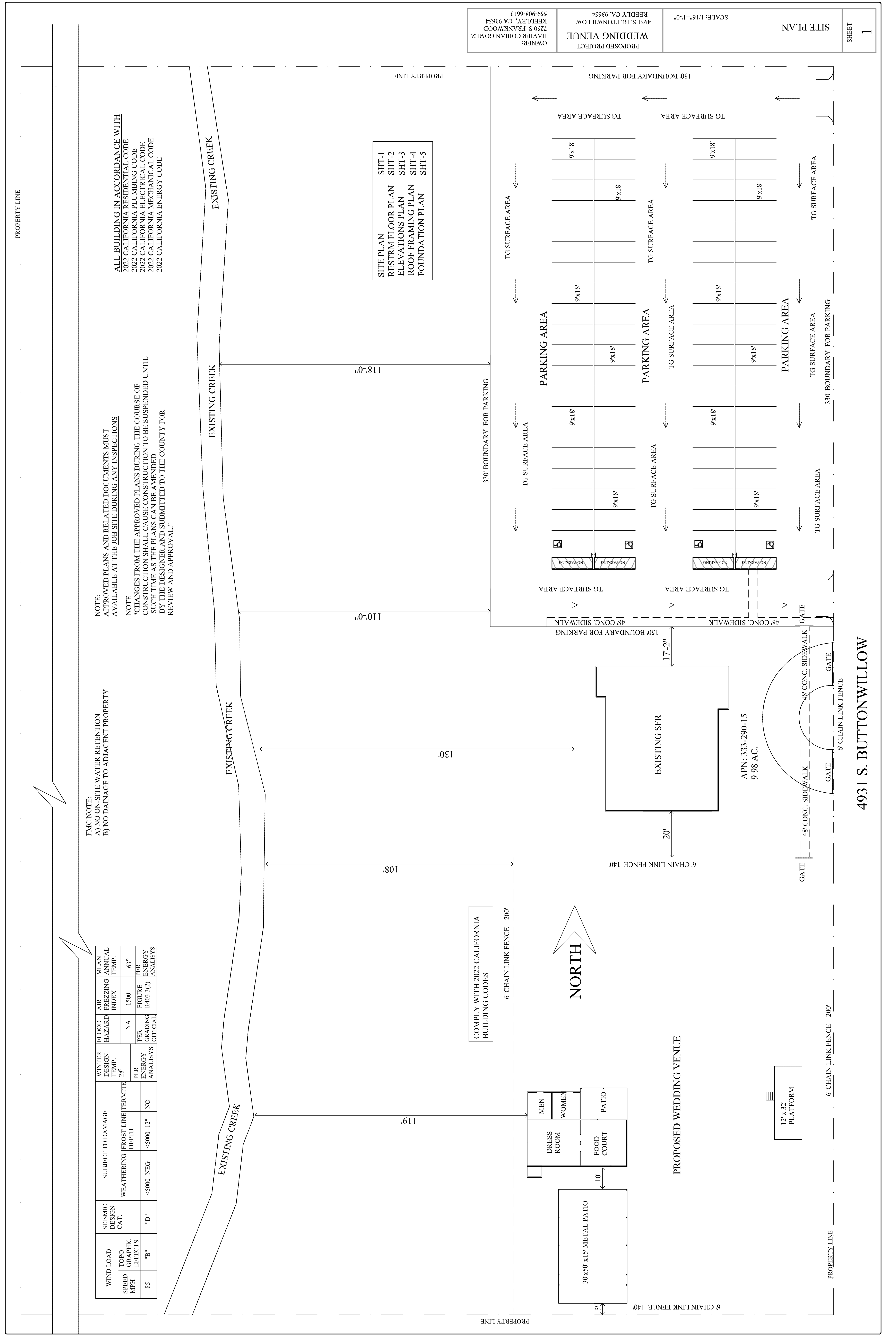
FMC NOTE:
A) NO ON-SITE WATER RETENTION
B) NO DRAINAGE TO ADJACENT PROPERTY

NOTE:
APPROVED PLANS AND RELATED DOCUMENTS MUST BE AVAILABLE AT THE JOB SITE DURING ANY INSPECTIONS

NOTE:
"CHANGES FROM THE APPROVED PLANS DURING THE COURSE OF CONSTRUCTION SHALL CAUSE CONSTRUCTION TO BE SUSPENDED UNTIL SUCH TIME AS THE PLANS CAN BE AMENDED BY THE DESIGNER AND SUBMITTED TO THE COUNTY FOR REVIEW AND APPROVAL."

ALL BUILDING IN ACCORDANCE WITH
2022 CALIFORNIA RESIDENTIAL CODE
2022 CALIFORNIA PLUMBING CODE
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA ENERGY CODE

SITE PLAN
SHT-1
RESTROOM FLOOR PLAN
SHT-2
ELEVATIONS PLAN
SHT-3
ROOF FRAMING PLAN
SHT-4
FOUNDATION PLAN
SHT-5

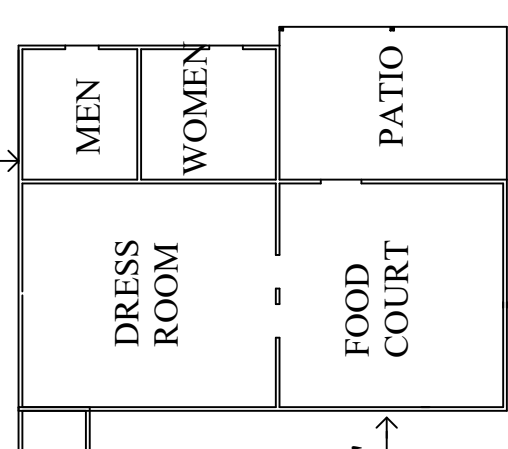


COMPLY WITH 2022 CALIFORNIA BUILDING CODES

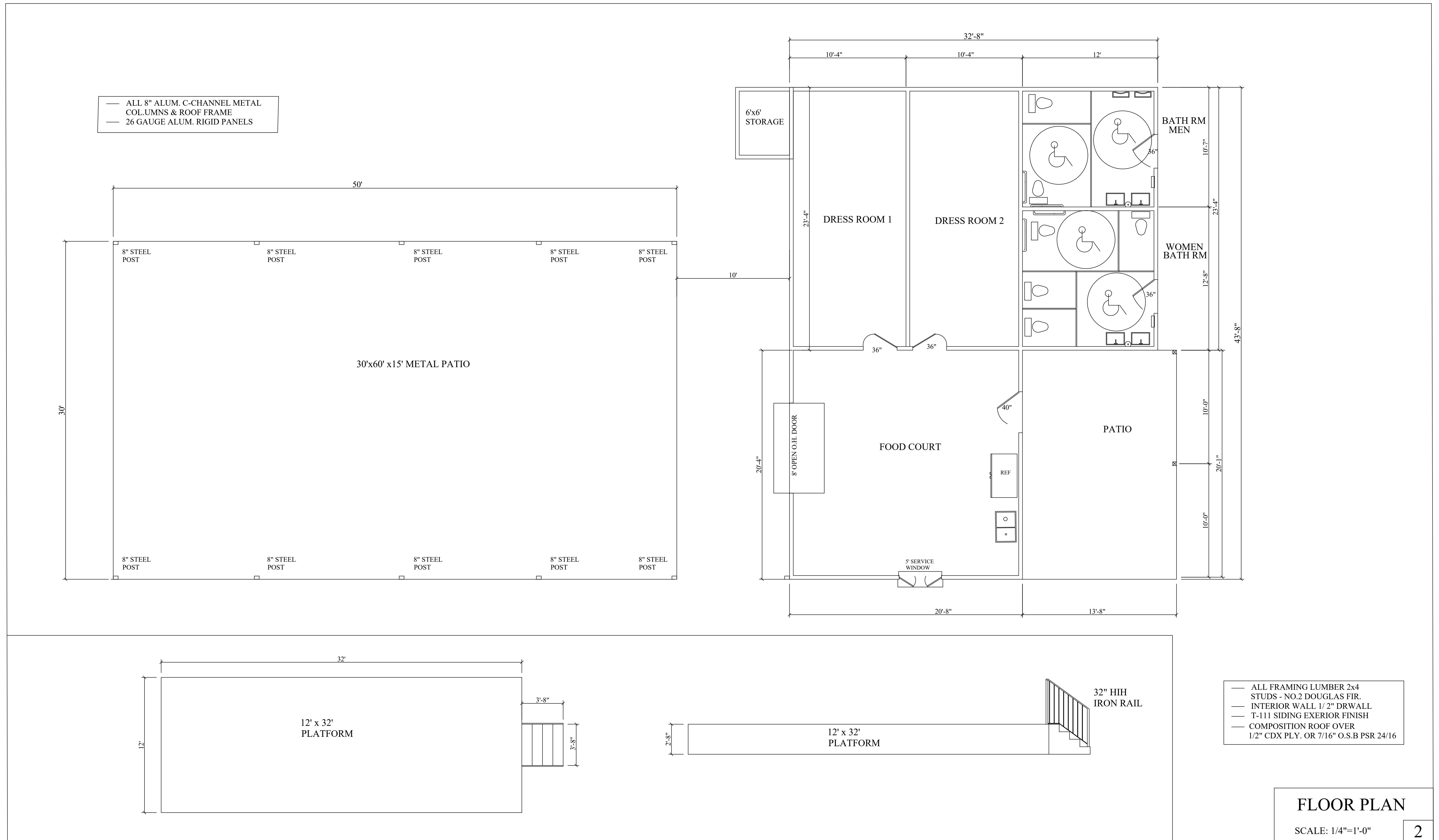


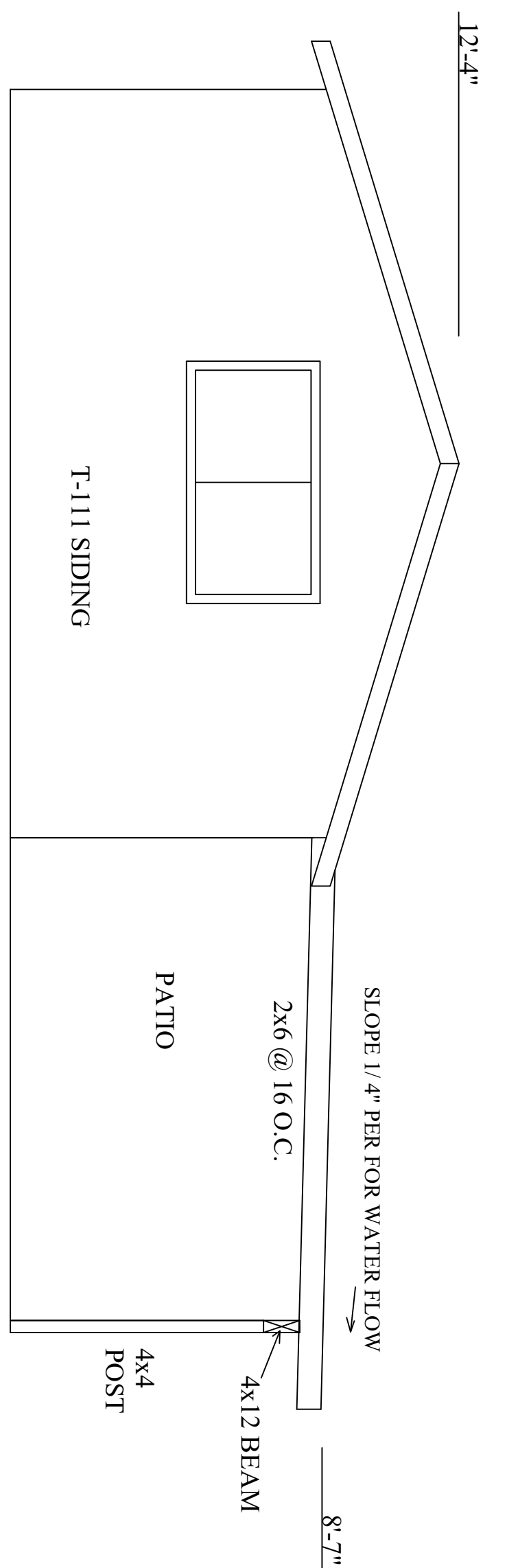
PROPOSED WEDDING VENUE

12' x 32' PLATFORM



4931 S. BUTTONWILLOW

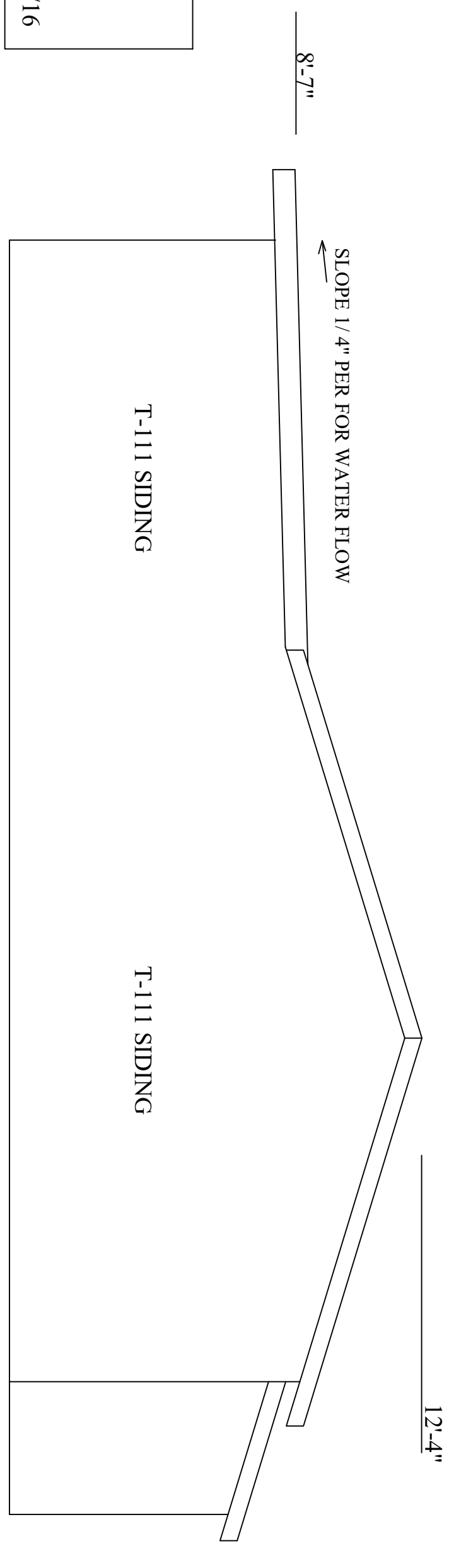




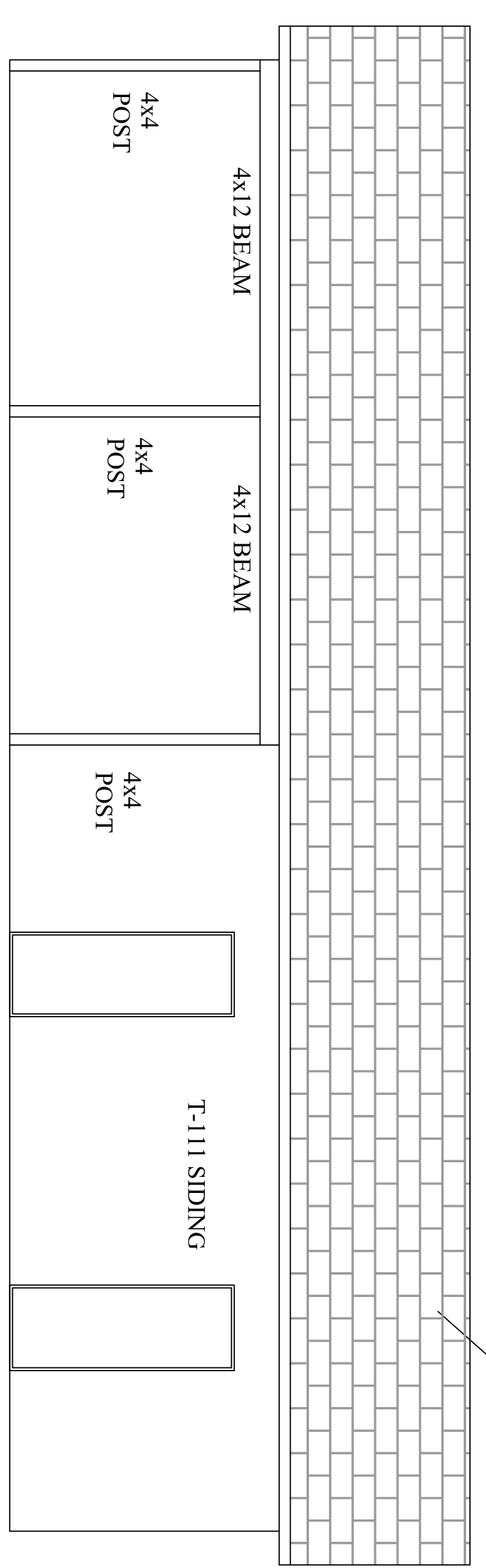
EAST ELEVATIONS

- ALL FRAMING LUMBER 2x4
- STUDS - NO.2 DOUGLAS FIR.
- INTERIOR WALL 1/2" DRWALL
- T-111 SIDING EXTERIOR FINISH
- COMPOSITION ROOF OVER
- 1/2" CDX PLY. OR 7/16" O.S.B PSR 24/16

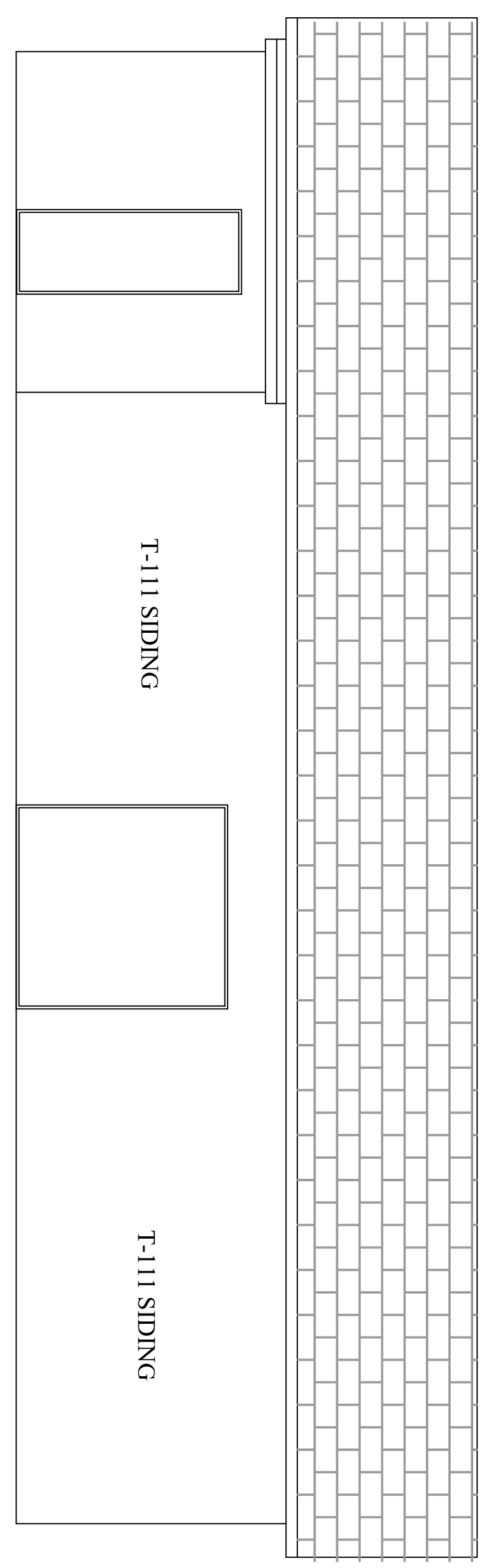
CLASS 7A COMP. ROOF TO BE CERTIFIED BY
INSTALLER W/15# FELT O/ 1/2" EXT. OSB 24/0



WEST ELEVATIONS

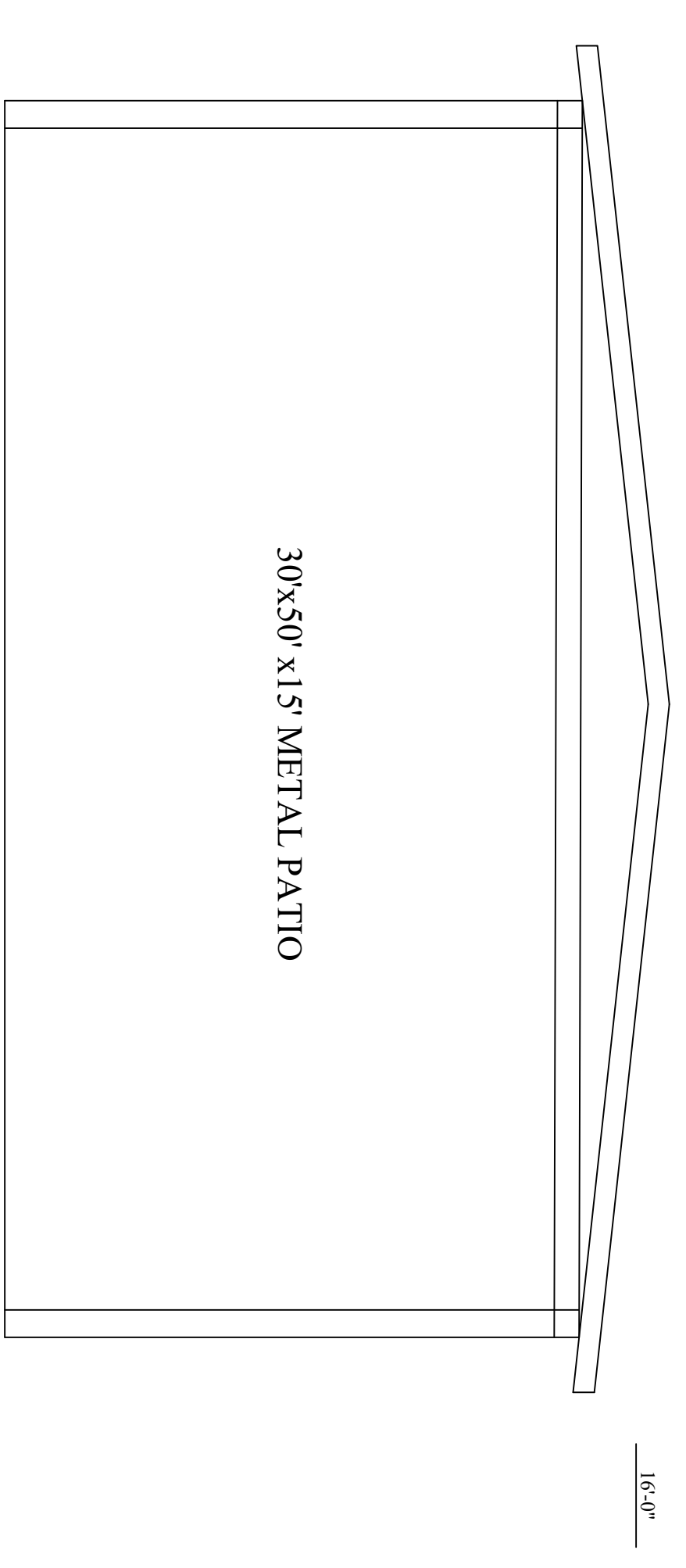


NORTH ELEVATION



SOUTH ELEVATION

FOOD COURT W/ BATHROOMS



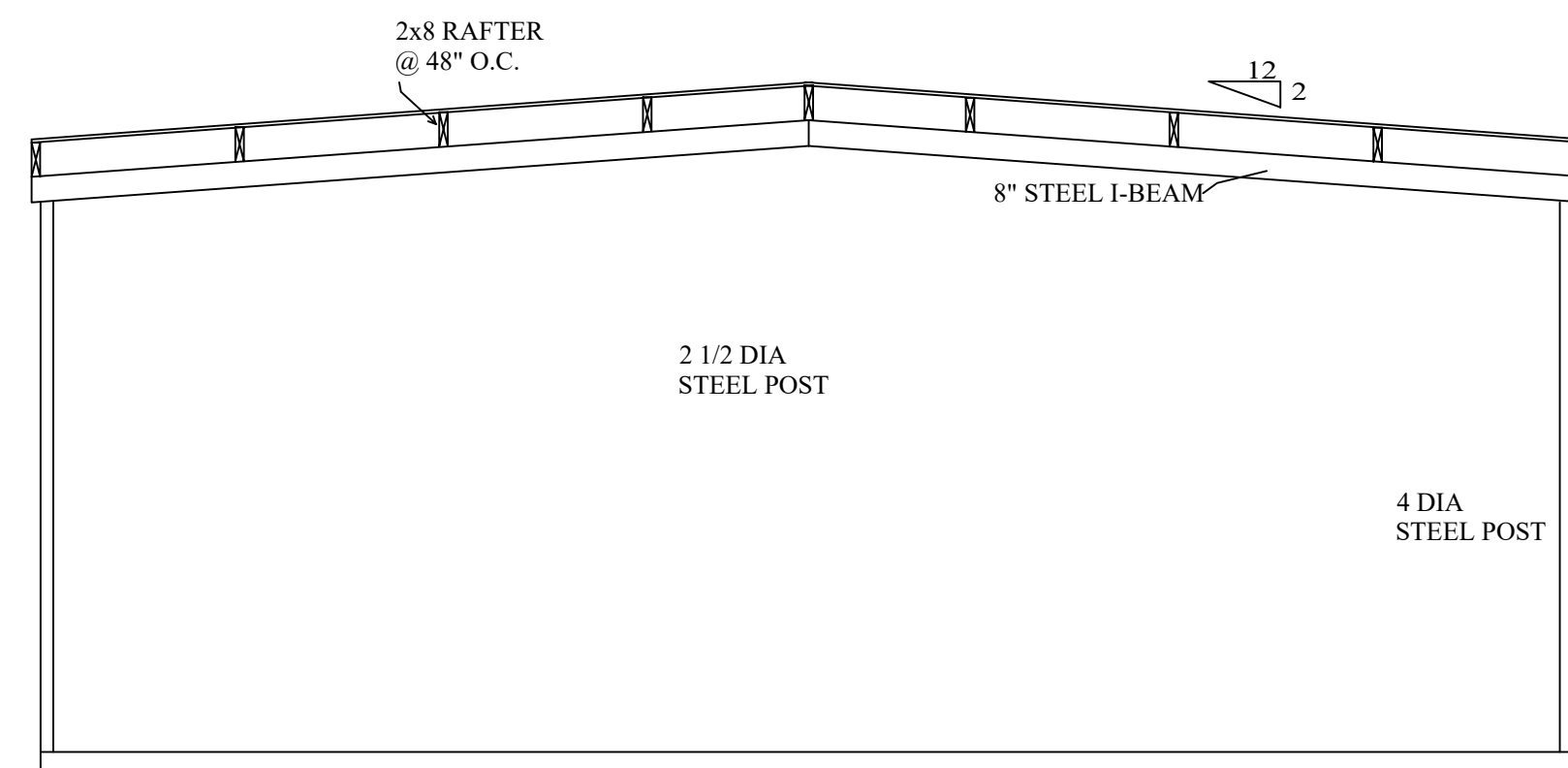
30x50' x 15' METAL PATIO

TYP. EAST & WEST ELEVATIONS

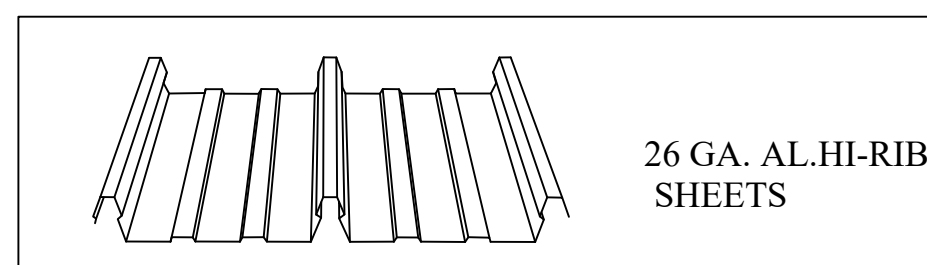
- ALL 8" ALUM. C-CHANNEL METAL COLUMNS & ROOF FRAME
- 26 GAUGE ALUM. RIGID PANELS

PROPOSED PROJECT		WEDDING VENUE
4931 S. BUTTONWILLOW REEDLY CA. 93654		
ELEVATIONS PLAN		SHT-3

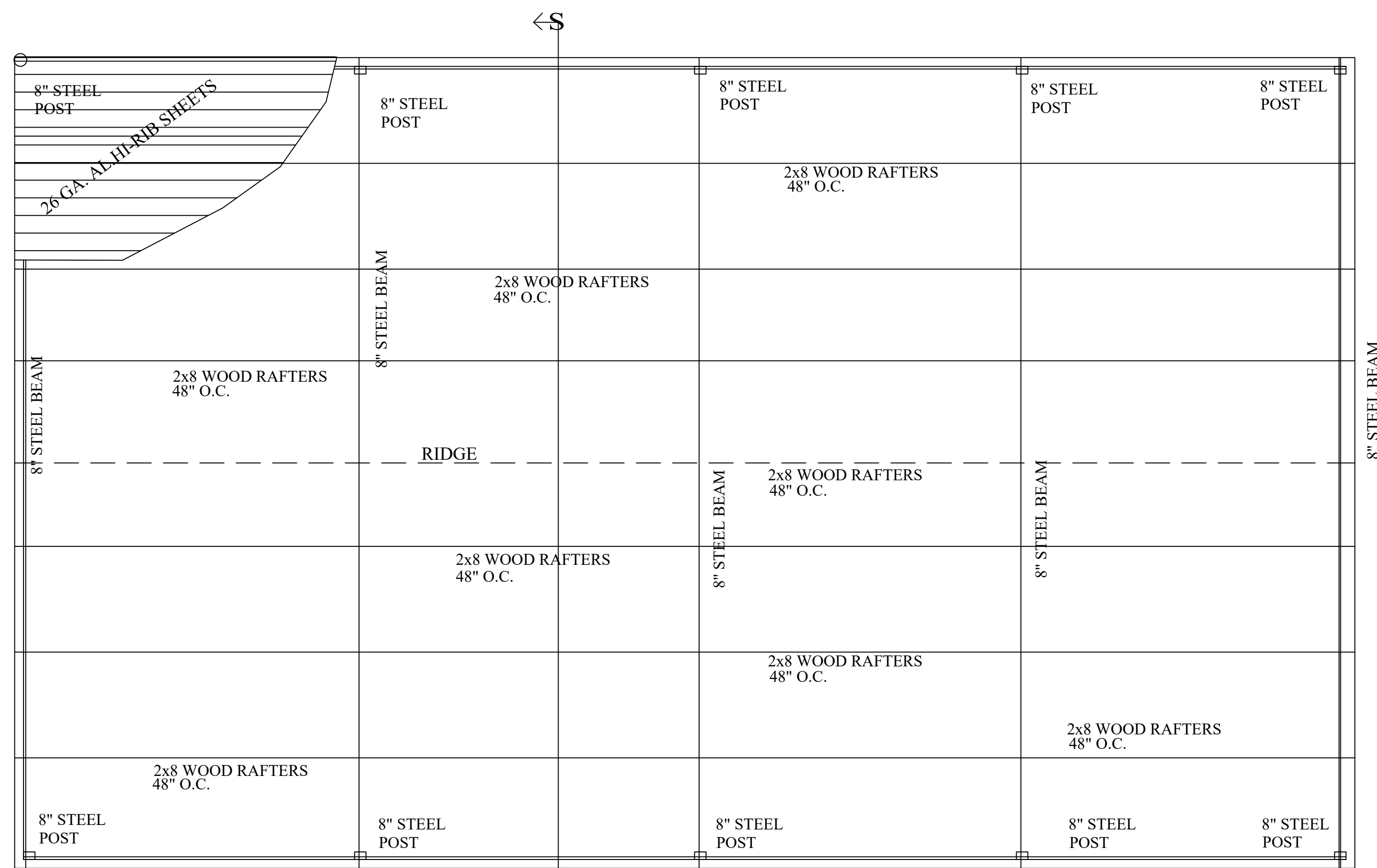
SCALE: 1/4"=1'-0"



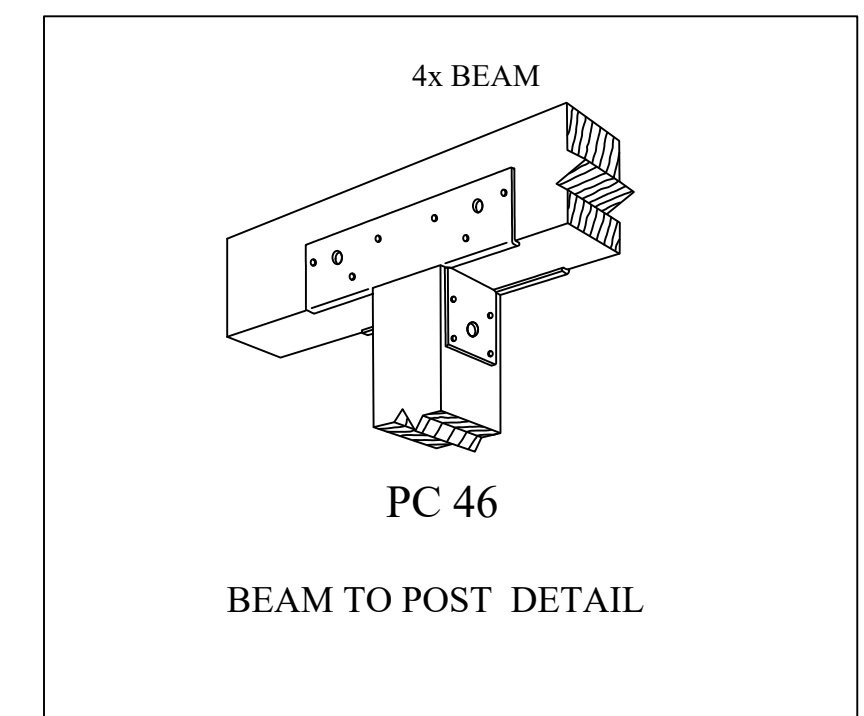
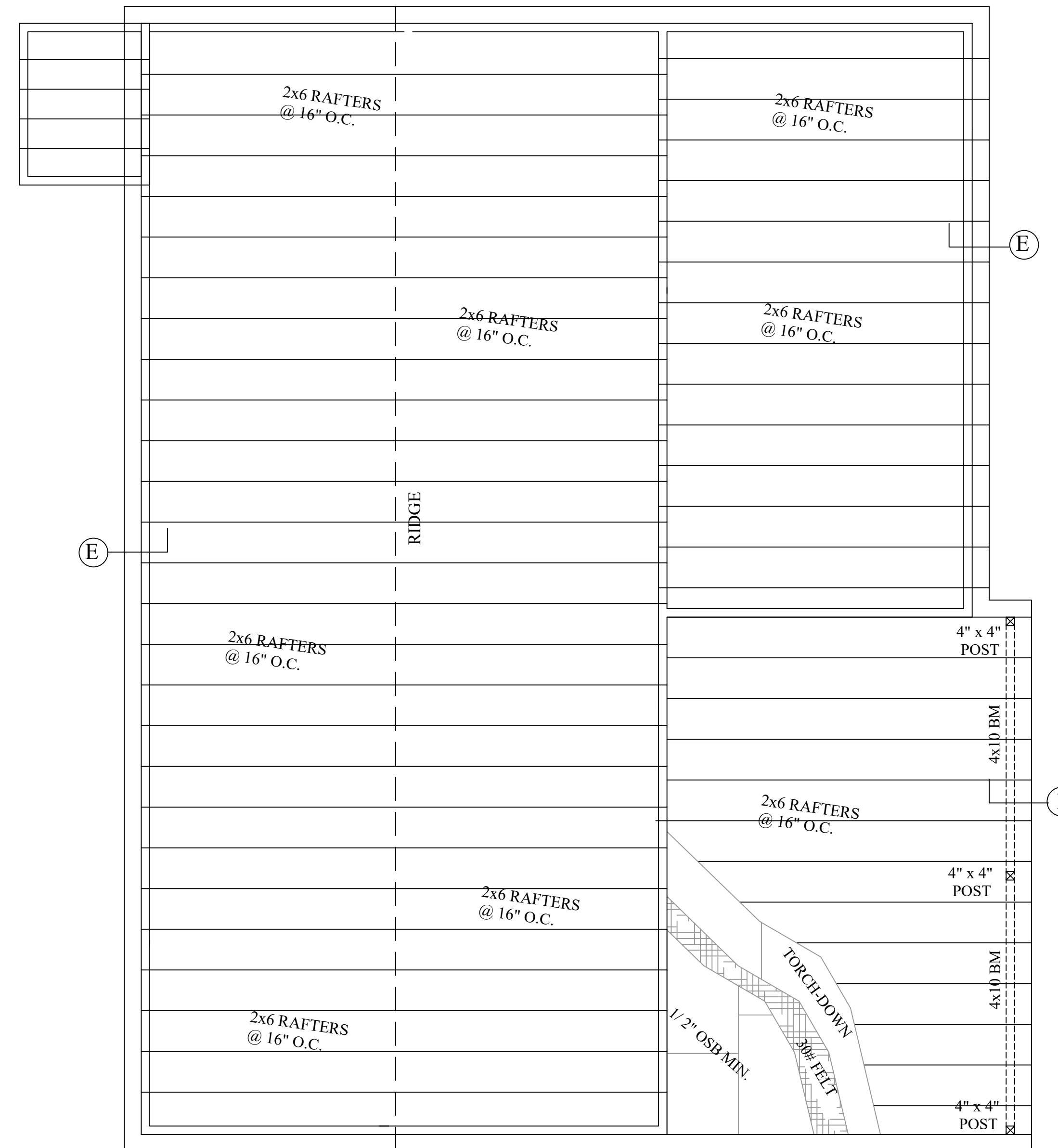
S - S SECTION VIEW



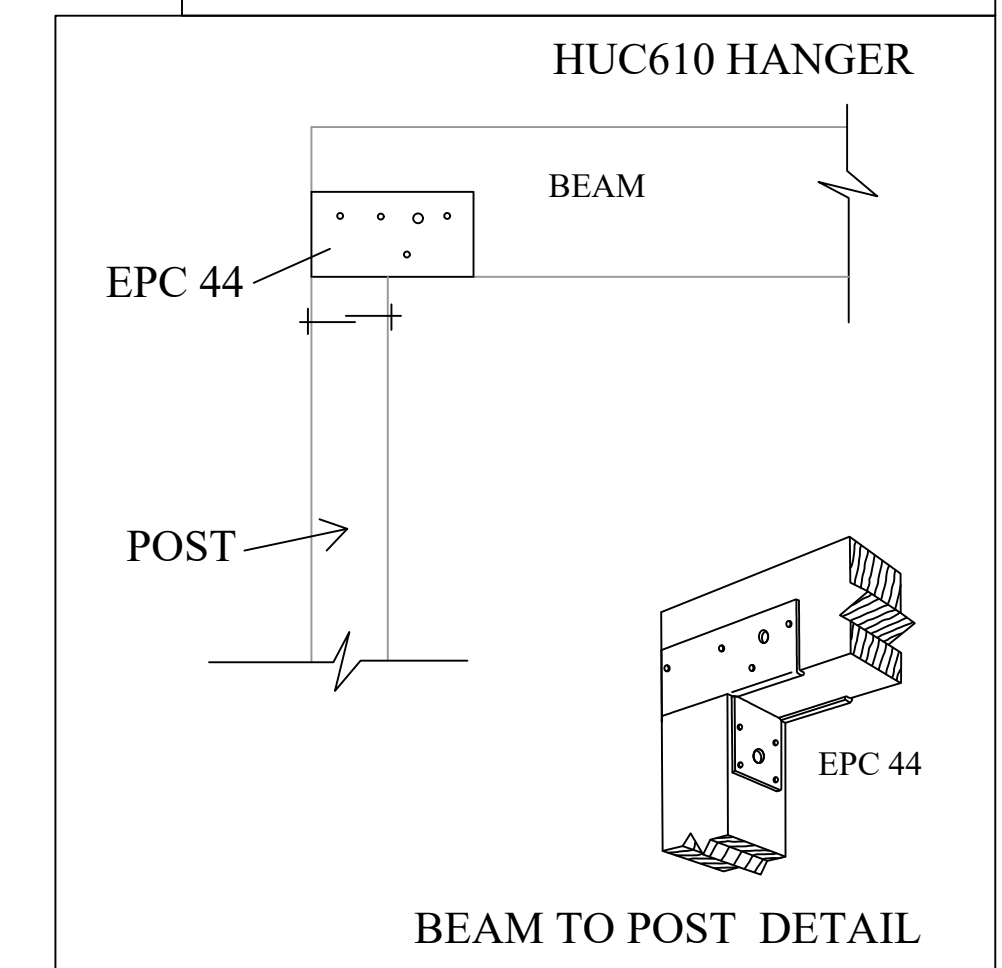
26 GA. AL.HI-RIB SHEETS



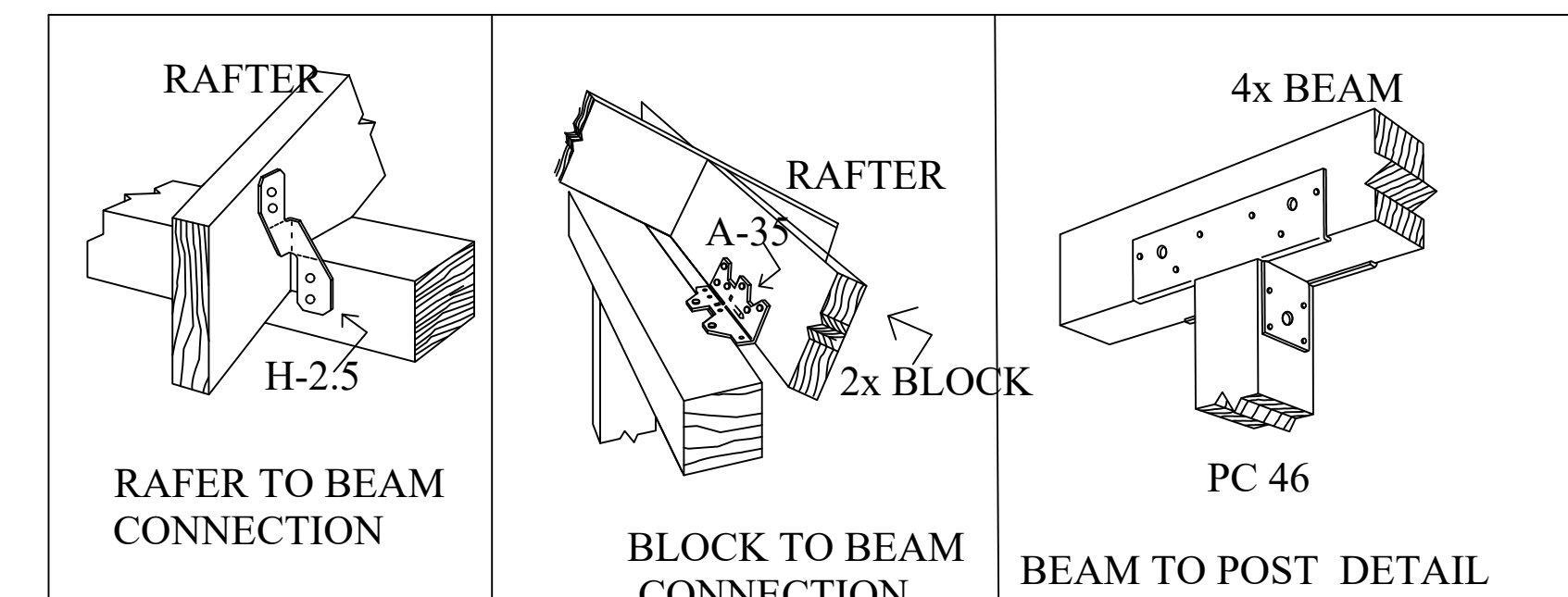
S



PC 46
BEAM TO POST DETAIL



EPC 44
BEAM TO POST DETAIL



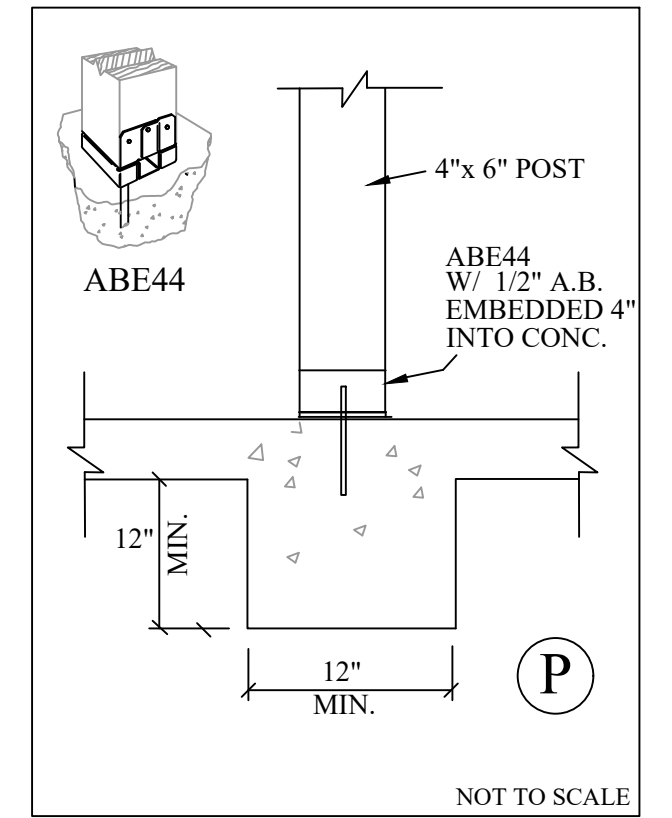
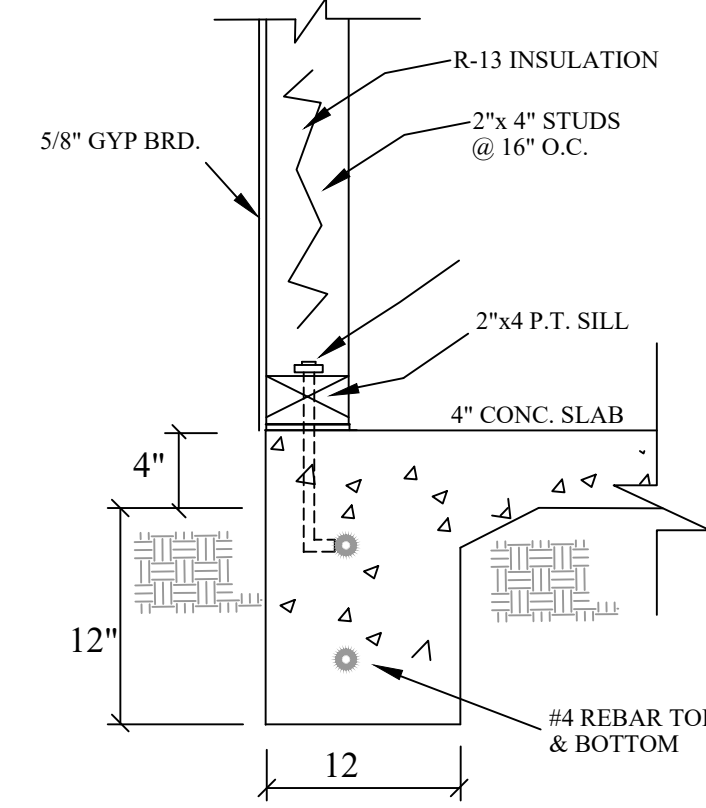
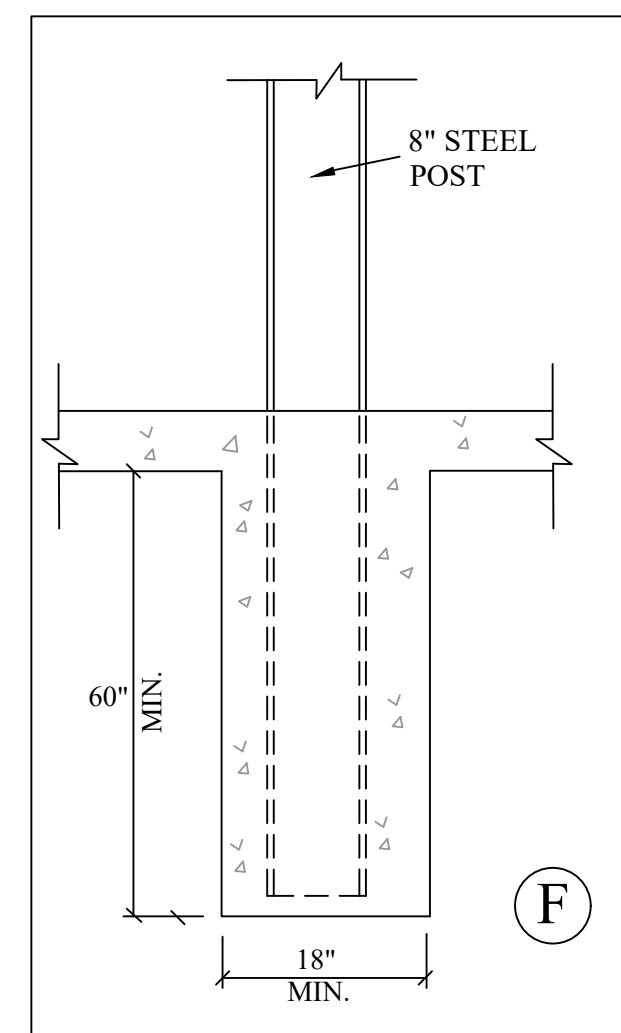
H-2.5
RAFTER TO BEAM CONNECTION

A-35
BLOCK TO BEAM CONNECTION

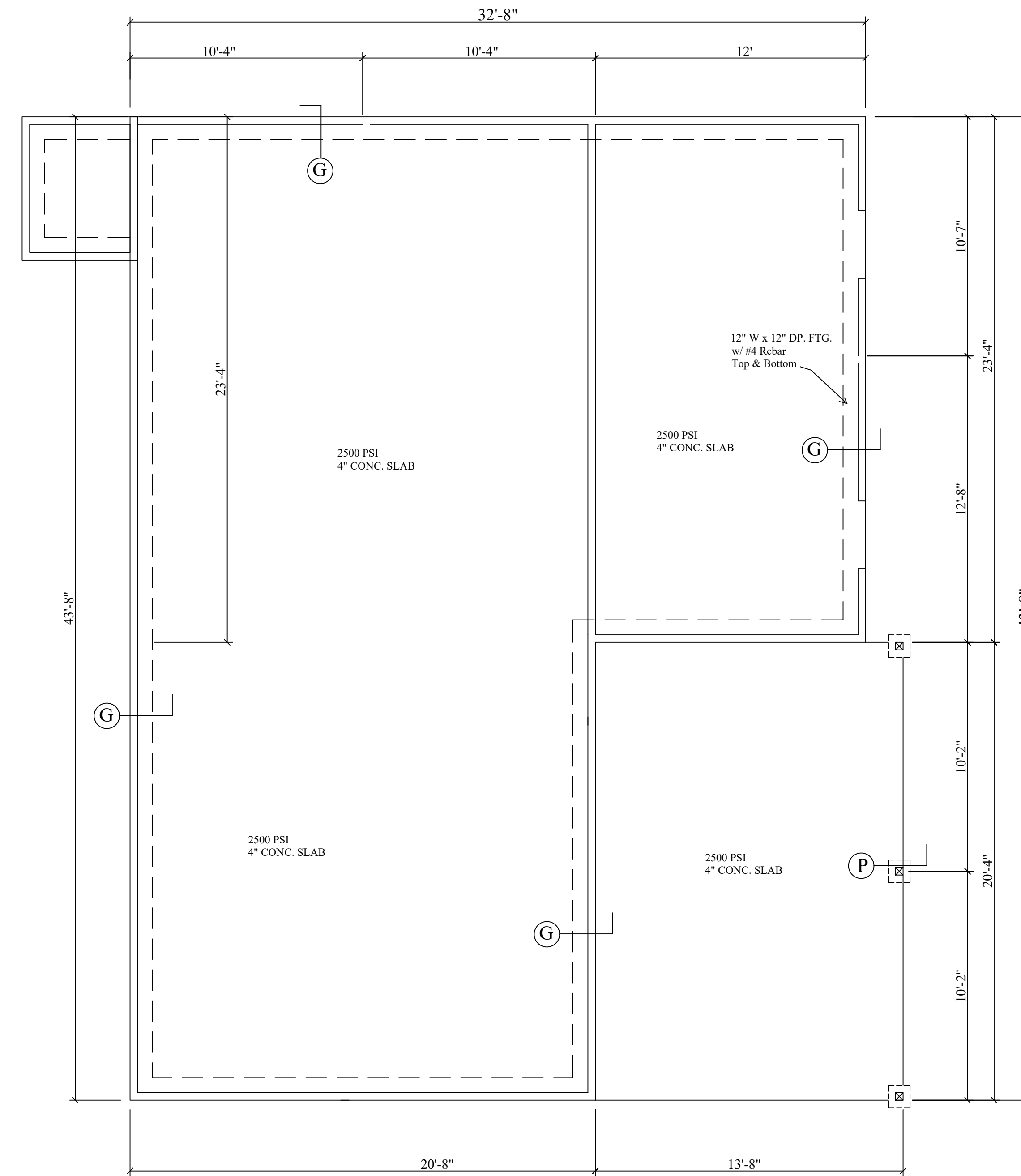
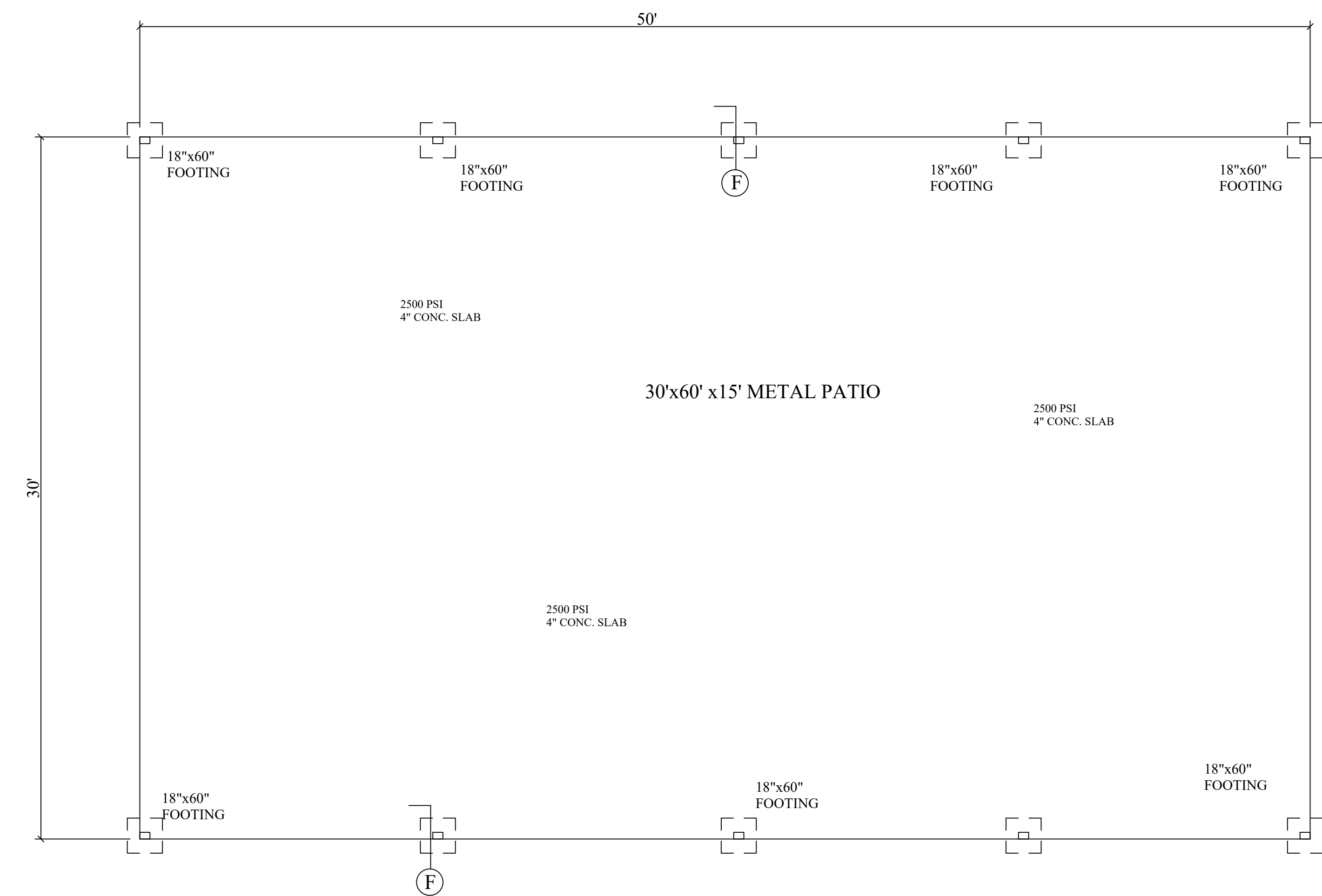
PC 46
BEAM TO POST DETAIL

ROOF FRAMING PLAN

SCALE: 1/4"=1'-0"

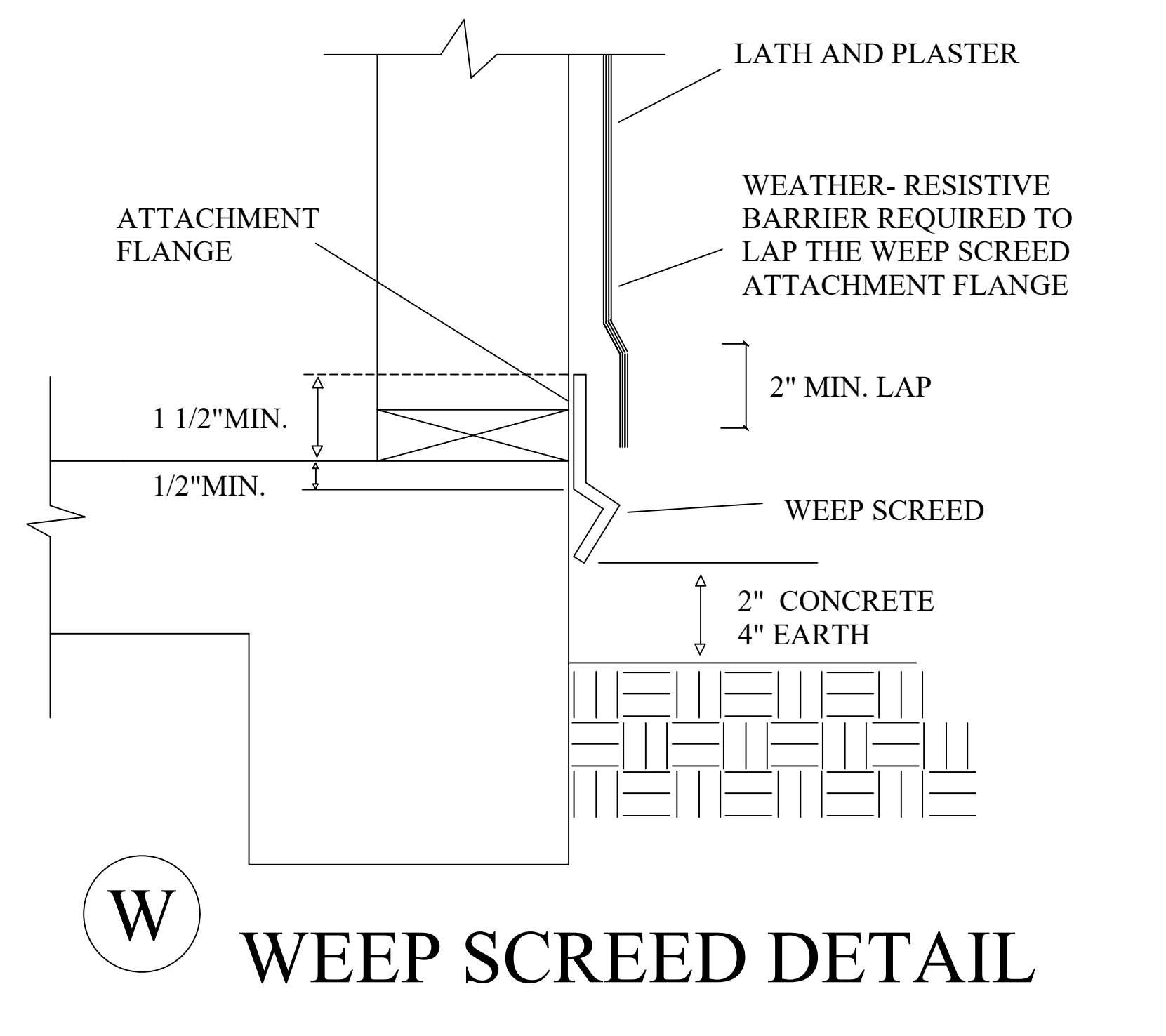


NOTE:
 - MAX. ALLOWABLE SOIL BEARING CAPACITY AS 1,500 POUNDS PER SQUARE FOOT ON FOUNDATION
 - MINIMUM 2,500PSI CONC. STRENGTH FOR FOOTINGS & PIERS

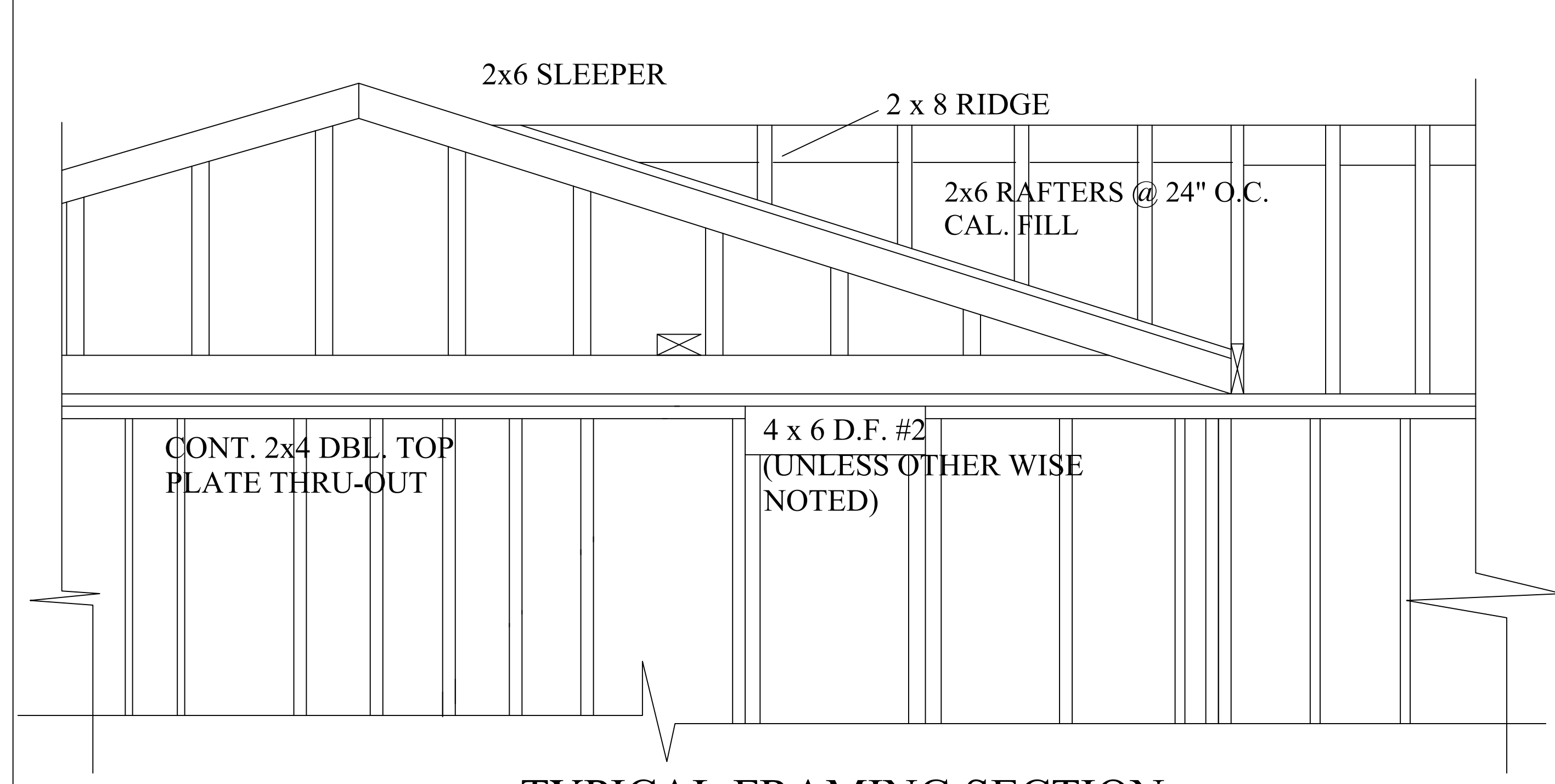


FOUNDATION PLAN

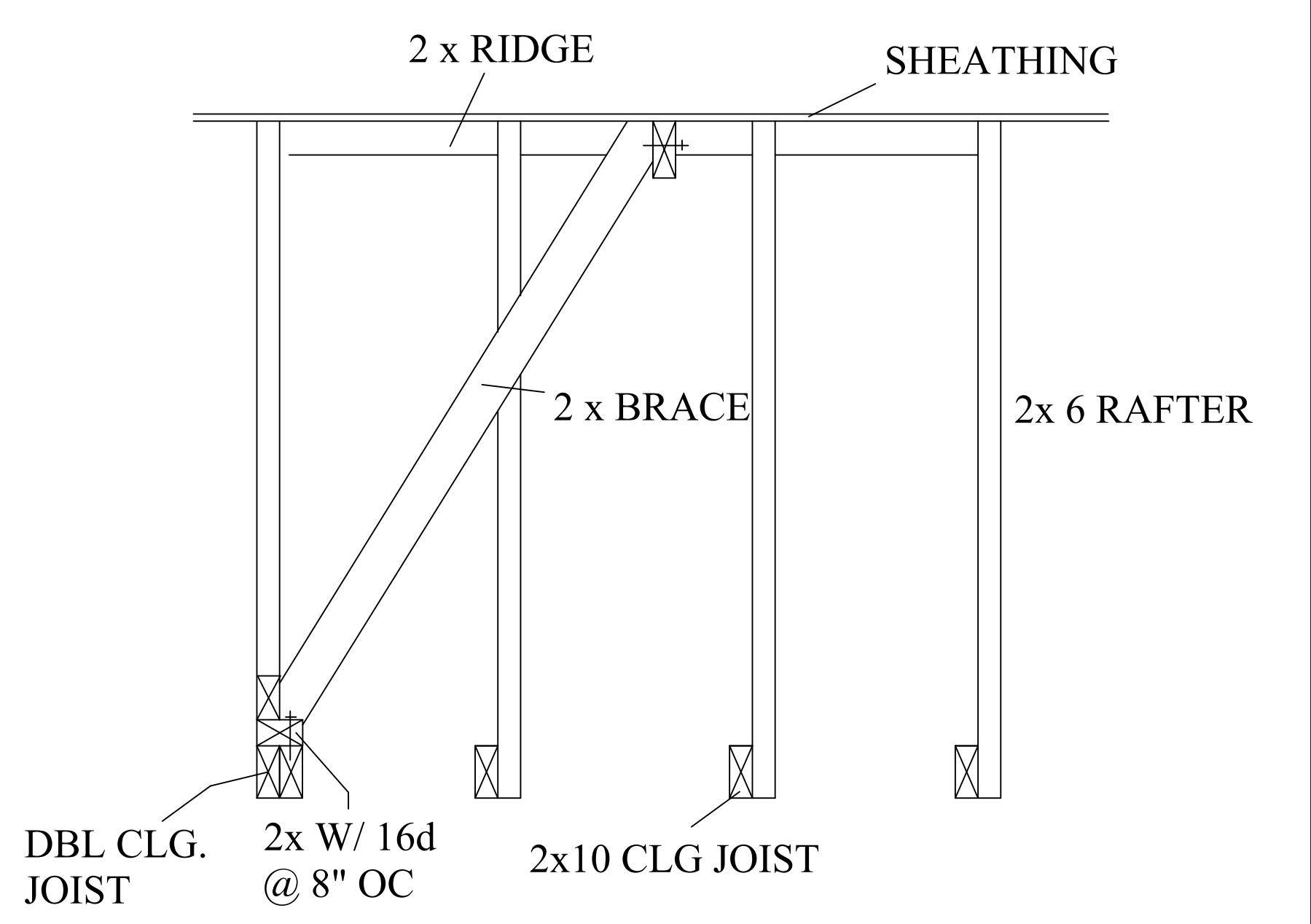
SCALE: 1/4"=1'-0"



WEEP SCREED DETAIL

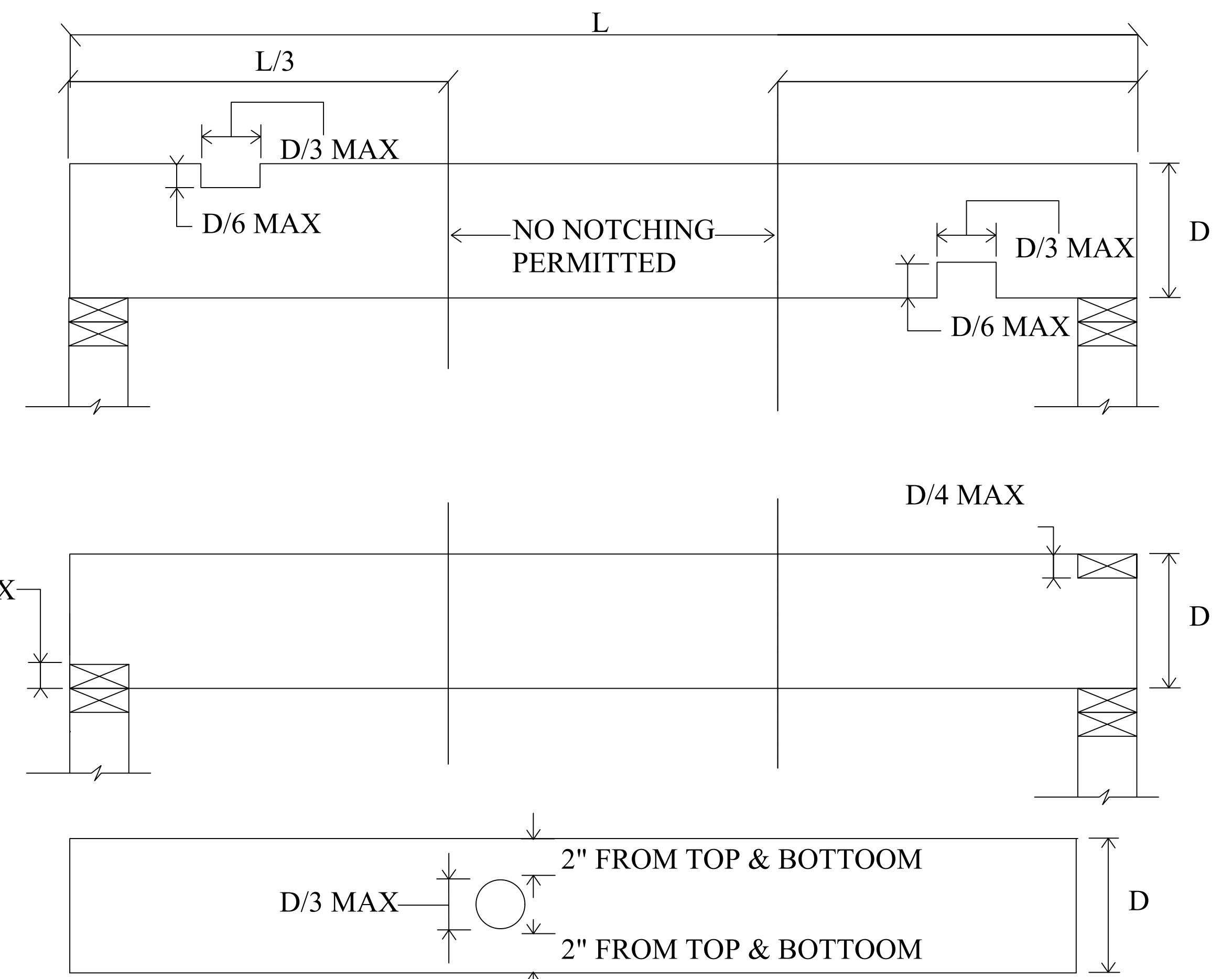


TYPICAL FRAMING SECTION
CAL. FILL- GABLE END-WALL

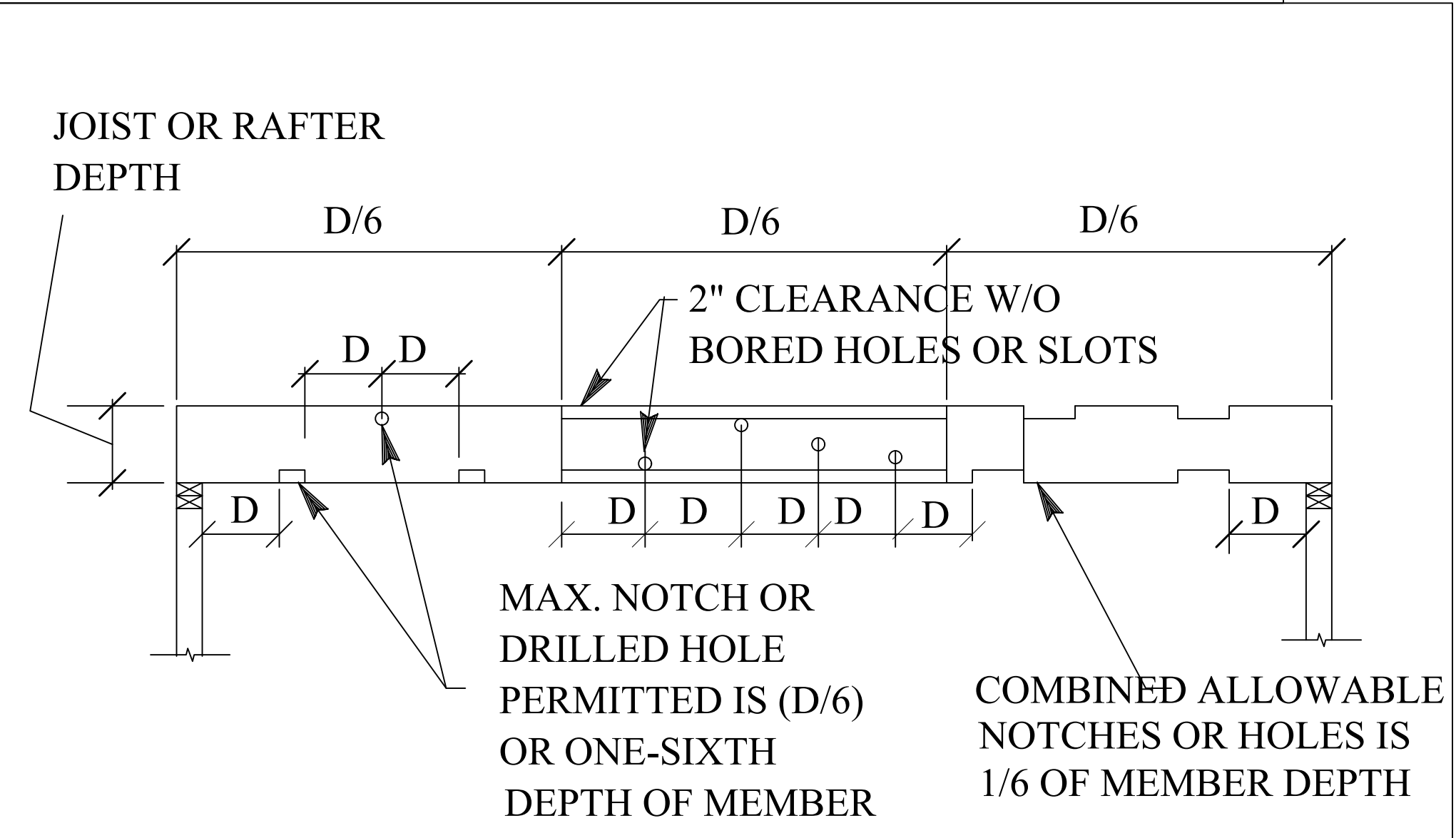


GABLE END BRACE DETAIL

B

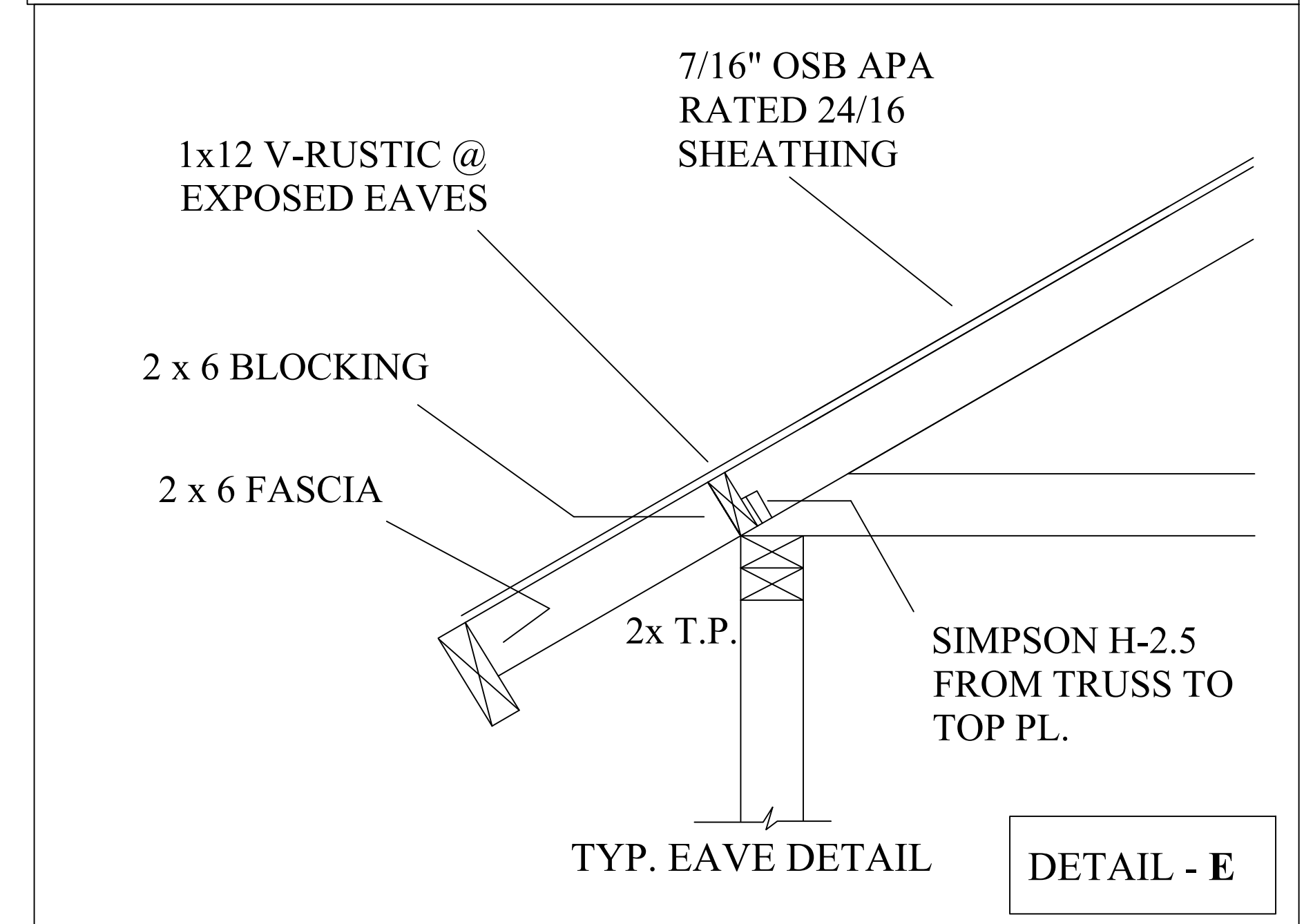


CUTTING, BORING AND NOTCHING



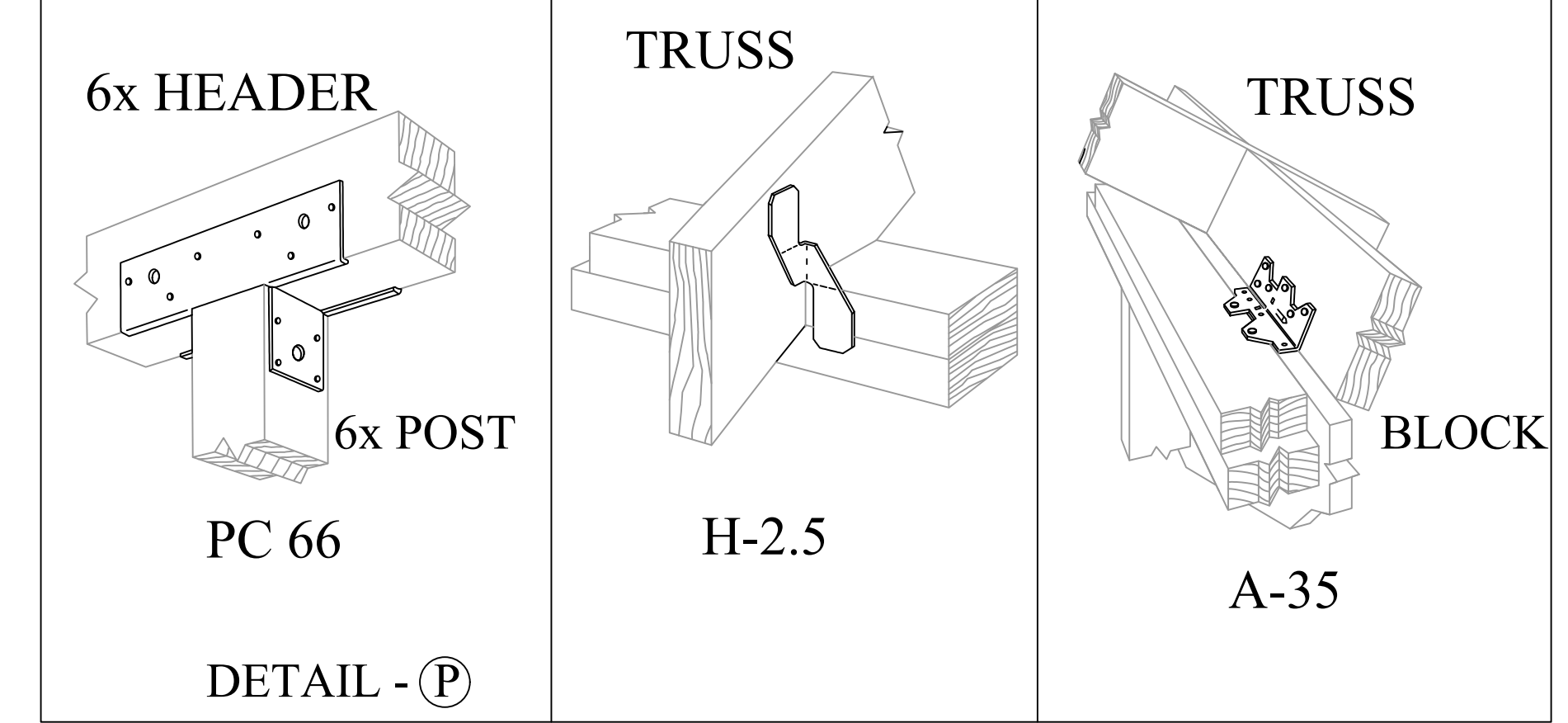
MAX. NOTCH OR DRILLED HOLE PERMITTED IS (D/6) OR ONE-SIXTH DEPTH OF MEMBER

COMBINED ALLOWABLE NOTCHES OR HOLES IS 1/6 OF MEMBER DEPTH



TYP. EAVE DETAIL

DETAIL - E



DETAIL - P

ALL BUILDING IN ACCORDANCE WITH
2016 CALIFORNIA CODE

DETAIL PLAN - 7

TABLE R602.3(1) FASTENING SCHEDULE

ITEM	DESCRIPTION OF BUILDING ELEMENTS	NUMBER AND TYPE OF FASTENERa, b, c	SPACING AND LOCATION
ROOF			
1	Blocking between ceiling joists or rafters to top plate	4-8d box (21/2" × 0.113") or 3-8d common (21/2" × 0.131"); or 3-10d box (3" × 0.128"); or 3-3" × 0.131" nails	Toe nail
2	Ceiling joists to top plate	4-8d box (21/2" × 0.113"); or 3-8d common (21/2" × 0.131"); or 3-10d box (3" × 0.128"); or 3-3" × 0.131" nails	Per joist, toe nail
3	Ceiling joist not attached to parallel rafter, laps over partitions [see Sections R802.3.1, R802.3.2 and Table R802.5.1(9)]	4-10d box (3" × 0.128"); or 3-16d common (31/2" × 0.162"); or 4-3" × 0.131" nails	Face nail
4	Ceiling joist attached to parallel rafter (heel joint)[see Sections R802.3.1&R802.3.2 and Table R802.5.1(9)]	Table R802.5.1(9)	Face nail
5	Collar tie to rafter, face nail or 11/4" × 20 ga. ridge strap to rafter	4-10d box (3" × 0.128"); or 3-10d common (3" × 0.148"); or 4-3" × 0.131" nails	Face nail each rafter
6	Rafter or roof truss to plate	3-16d box nails (31/2" × 0.135"); or 3-10d common nails (3" × 0.148"); or 4-10d box (3" × 0.128"); or 4-3" × 0.131" nails	2 toe nails on one side and 1 toe nail on opposite side of each rafter or truss -i
7	Roof rafters to ridge, valley or hip rafters or roof rafter to minimum 2" ridge beam	4-16d (31/2" × 0.135"); or 2-16d common (31/2" × 0.162"); or 4-10d box (3" × 0.128"); or 4-3" × 0.131" nails	Toe nail
		3-16d box 31/2" × 0.135"); or 3-16d common (31/2" × 0.135"); or 3-10d box (3" × 0.128"); or 4-3" × 0.131" nails	End nail
Wall			
8	Stud to stud (not at braced wall panels)	16d common (31/2" × 0.162")	24" o.c. face nail
		10d box (3" × 0.128"); or 3" × 0.131" nails	16" o.c. face nail
9	Stud to stud and abutting studs at intersecting wall corners (at braced wall panels)	16d box (31/2" × 0.135"); or 3" × 0.131" nails	12" o.c.
		16d common (31/2" × 0.162")	16" o.c. face nail
10	Built-up header (2"to2" header w/1/2" spacer)	16d common (31/2" × 0.162")	16" o.c. each edge face nail
		16d box (31/2" × 0.135")	12" o.c. each edge face nail
11	Continuous header to stud	5-8d box (21/2" × 0.113"); or 4-8d common (21/2" × 0.131"); or 4-10d box (3" × 0.128")	Toe nail
12	Top plate to top plate	16d common (31/2" × 0.162")	16" o.c. face nail
		10d box (3" × 0.128"); or 3" × 0.131" nails	12" o.c. face nail
13	Double top plate splice for SDCs A-D2 with seismic braced wall line spacing < 25'	8-16d common (31/2" × 0.162"); or 12-16d box (31/2" × 0.135"); or 12-10d box (3" × 0.128"); or 12-3" × 0.131" nails	Face nail on each side of end joint (minimum 24" lap splice length each side of end joint)
	Double top plate splice SDCs D0, D1, or D2; and braced wall line spacing ≥ 25'	12-16d (31/2" × 0.135")	
14	Bottom plate to joist, rim joist, band joist or blocking (not at braced wall panels)	16d common (31/2" × 0.162")	16" o.c. face nail
		16d box (31/2" × 0.135") or 3" × 0.131" nails	12" o.c. face nail
15	Bottom plate to joist, rim joist, band joist or wall panels)	3-16d box (31/2" × 0.135"); or 2-16d common (31/2" × 0.162"); or 4-3" × 0.131" nails	3 each 16" o.c. face nail 2 each 16" o.c. face nail 4 each 16" o.c. face nail
		4-8d box (21/2" × 0.113"); or 3-16d box (31/2" × 0.135"); or 4-8d common (21/2" × 0.131"); or 4-10d box (3" × 0.128"); or 3-3" × 0.131" nails	Toe nail
16	Top or bottom plate to stud	3-16d box (31/2" × 0.135"); or 2-16d common (31/2" × 0.162"); or 3-10d box (3" × 0.128"); or 3-3" × 0.131" nails	End nail
		4-8d box (21/2" × 0.113"); or 3-16d box (31/2" × 0.135"); or 4-8d common (21/2" × 0.131"); or 4-10d box (3" × 0.128"); or 3-3" × 0.131" nails	Toe nail

TABLE R602.3(1) FASTENING SCHEDULE

ITEM	DESCRIPTION OF BUILDING ELEMENTS	NUMBER AND TYPE OF FASTENERa, b, c	SPACING AND LOCATION	
ROOF				
17	Top plates, laps at corners and intersections	3-10d box (3" × 0.128"); or 2-16d common (31/2" × 0.162"); or 3-3" × 0.131" nails	Face nail	
18	1" brace to each stud and plate	3-8d box (21/2" × 0.113"); or 2-8d common (21/2" × 0.131"); or 2-10d box (3" × 0.128"); or 2 staples 13/4"	Face nail	
19	1" × 6" sheathing to each bearing	3-8d box (21/2" × 0.113"); or 2-8d common (21/2" × 0.131"); or 2-10d box (3" × 0.128"); or 2 staples 1" crown, 16 ga. 1 3/4" long	Face nail	
20	1" × 8" and wider sheathing to each bearing	3-8d box (21/2" × 0.113"); or 3-8d common (21/2" × 0.131"); or 3-10d box (3" × 0.128"); or 4 staples 1" crown, 16 ga. 1 3/4" long	Face nail	
		Wider than 1" × 8" 4-8d box (21/2" × 0.113"); or 3-8d common (21/2" × 0.131"); or 4 staples, 1" crown, 16 ga., 13/4" long		
Floor				
21	Joist to sill, top plate or girder	4-8d box (21/2" × 0.113"); or 3-8d common (21/2" × 0.131"); or 3-10d box (3" × 0.128"); or 3-3" × 0.131" nails	Toe nail	
22	Rim joist, band joist or blocking to sill or top plate (roof applications also)	8d box (21/2" × 0.113")	4" o.c. toe nail	
		8d common (21/2" × 0.131"); or 10d box (3" × 0.128"); or 3" × 0.131" nails	6" o.c. toe nail	
23	1" × 6" subfloor or less to each joist	3-8d box (21/2" × 0.113"); or 2-8d common (21/2" × 0.131"); or 3-10d box (3" × 0.128"); or 2 staples, 1" crown, 16 ga., 13/4" long	Face nail	
24	2" subfloor to joist or girder	3-16d box (31/2" × 0.135"); or 2-16d common (31/2" × 0.162")	Blind and face nail	
25	2" planks (plank & beam—floor & roof)	3-16d box (31/2" × 0.135"); or 2-16d common (31/2" × 0.162")	At each bearing, face nail	
26	Band or rim joist to joist	3-16d common (31/2" × 0.162") 4-10 box (3" × 0.128"), 4-3" × 0.131" nails; or 4-3" × 14 ga. staples, 7/16" crown	End nail	
27	Built-up girders and beams, 2-inch lumber layers	20d common (4" × 0.192"); or 3" × 0.131" nails	Nail each layer as follows: 32" o.c. at top and bottom and staggered.	
		And: 2-20d common (4" × 0.192"); or 3-10d box (3" × 0.128"); or 3-3" × 0.131" nails	Face nail at ends and at each splice	
28	Ledger strip supporting joists or rafters	4-16d box (31/2" × 0.135"); 3-16d common (31/2" × 0.162"); or 10d box (3" × 0.128"); or 4-3" × 0.131" nails	At each joist or rafter, face nail	
29	Bridging to joist	2-10d (3" × 0.128")	Each end, toe nail	
Wood structural panels, subfloor, roof and interior wall sheathing to framing and particleboard wall sheathing to framing [see Table R602.3(3) for wood structural panel exterior wall sheathing to wall framing]			Edges (inches)	Intermediate supports, e (inches)
30	3/8" – 1/2"	6d common (2" × 0.113") nail (subfloor, wall); 8d common (21/2" × 0.131") nail (roof)	6	12f
31	19/32" – 1"	8d common nail (21/2" × 0.131")	6	12f
32	11/8" – 11/4"	10d common (3" × 0.148") nail; or 8d (21/2" × 0.131") deformed nail	6	12
Other wall sheathingg				
33	1/2" structural cellulosic fiberboard sheathing	11/2" galvanized roofing nail, 7/16" head dia. 1" crown staple 16 ga., 11/4" long	3	6
34	1/2" structural cellulosic fiberboard sheathing	13/4" galvanized roofing nail, 7/16" head dia. 1" crown staple 16 ga., 11/4" long	3	6
35	1/2" gypsum sheathingd	11/2" galvanized roofing nail; staple galvanize 11/2" long; 11/4" screws, Type W or S	7	7
36	5/8" gypsum sheathingd	13/4" galvanized roofing nail; staple galvanize 15/8" long; 15/8" screws, Type W or S	7	7
Wood structural panels, combination subfloor underlayment to framing				
37	3/4" and less	6d deformed (2" × 0.120") nail; or 8d common (21/2" × 0.131") nail	6	12
38	7/8" – 1"	8d common (21/2" × 0.131") nail; 8d deformed (21/2" × 0.120") nail	6	12
39	11/8" – 11/4"	10d common (3" × 0.148") nail; or 8d deformed (21/2" × 0.120") nail	6	12

OPERATIONAL STATEMENT

Property Owner:

Samuel Cobian Gomez
7250 S. Frankwood Ave.
Reedley, CA 93654

Applicant:

CenCal Permit Services
Mike/Mary Smith
P.O. Box 2032
Porterville, CA 93258

Project Site: 4931 Buttonwillow Ave., Reedley, CA 93654

APN: 333-290-15

Zoning: AE20 Exclusive Agricultural Zone

Area: 9.98 Acres

Proposal:

To obtain a Conditional Use Permit (CUP) for an outdoor events center on property located at 4931 Buttonwillow Ave, in Fresno County.

Project Description:

The property is 9.98 Acres and is designated AE20. The subject property is located outside the city limits, in Fresno County limits. The property is developed with an ~1824 sqft. single family residence, a ~2000 sqft. existing building, and a ~1750 sqft. Existing pole barn building.

The requested CUP would allow the existing yard to be utilized for outdoor events. The yard area is equivalent to approximately 1- acre of the parcel only. A parking lot will also be developed in addition to the event center. The Parking lot is approximately 1.14 acres. The event center and parking lot area will consist of ~2.14 acres. The remaining portion of the property will remain for agricultural uses. The main purpose of the event center would be for weddings, receptions, birthdays, reunions and company parties.

Buildings:

Existing buildings on site will be utilized. These existing buildings already house restrooms, and an area to be utilized as a bar/staging area for caterers, etc. The site already has privacy fence surrounding it, gravel and concrete walkways. There is also a large grassy area for additional seating etc. The access to the site is a public road. The site also has existing exterior lighting.

Events/Operations:

This is an outdoor event center only. All food and beverages will be brought in by caterers. Estimating only 1-3 vendors maximum (i.e. music DJ, Food Caterer, Florist, etc.) Tables and Chairs are provided and kept onsite inside of a storage area.

Time Usage: The event center will be available for up to 10-15 events per year. These events would take place only on Saturdays, between the hours of 10am-10pm. (Typically the months of April through October.) There will be no more than one event per day.

Number of Visitors: The maximum number of visitors would range from 50-100 guests per event. Again, with only outdoor usage, from the months of April through October.

Service Delivery Vehicle: It is estimated that at the most 3 delivery vehicles per event may visit the site, delivering food, beverages, flowers, and other items necessary to cater the event.

There will be no goods or products sold on site.

Employees:

One full time employee-The Property Owner/Event Manager will be present at each event, from start to finish. The number of employees would be between 6-10 per event, with 4 of those being security guards hired by the applicant.

Caterers: Caterers will supply all food and beverages during events. The catering company will provide staff as needed to serve guests. The number of staff will be compatible with the amount of guests/size of the event.

Parking:

As shown on the site plan, there will be a designated area for visitor parking. The parking lot will be located on the north side of the property, consisting of 81 parking stalls including 10 for ADA parking. This area will consist of a concrete walkway for guests, while the parking lot will be dirt/gravel.

Equipment: Typical yard maintenance equipment will be used. All other maintenance will be performed by contractors called to the site.

Supplies and Materials: No Special Supplies or materials are required for the project. Any specialty supplies or materials will be brought to the site by contractors / suppliers or caterers.

Does the use cause an unsightly appearance? No, the event center has existing landscape and is completely fenced around the entire property. The driveway is surfaced decomposed granite. The site is kept nice and clean and will be maintained and also improve the area.

Noise: Any sound amplification will be directed away from any surrounding residences. A noise control plan will be established to mitigate any noise disturbance, and to keep the proposed use compliant with Fresno County noise standards. This is to ensure compliance with the applicable Fresno County daytime, 7:00am to 10:00pm noise level standards. Additionally, no amplified speech or music will occur during the nighttime hours, 10:00pm to 7:00am. All amplified speech and music will conclude by 10:00pm. All events will be monitored by staff to ensure that noise levels aren't exceeded.

Glare: Parking lot and event lighting shall consist of the use of hooded light fixtures. All lighting will be directed away from surrounding properties. Onsite lighting will only provide light in area in use.

Dust: There will be no dust or odors associated with the event center. The event area is landscaped. The site roadways are surfaced in decomposed granite and concrete walkways.

Liquid or solid wastes to be produced:

Waste Disposal:

The 2000sqft existing building has a 350+/- sqft. restroom facility to accommodate event center attendees. Please see site map for details/location.

There is a (1,000 gallons) septic tank and leach field serving the existing residence and a (1,500 gallons) existing septic and leach field serving the existing building and pole barn. The restroom facilities will be consistent with Fresno County Standards.

Solid Waste Disposal:

The facility is currently, and will continue to be, served by a private waste hauler. Solid waste containers will be located on the property for pick up by the waste hauler. Recyclable materials will be separated for separate pick up.

The quantity of waste generated by the facility will be determined by the number and size of the events that occur that week. However, it is anticipated that the maximum quantity will not exceed 4-5 cubic yards a week.

Estimated volume of water to be used:

There is a 25 gallons per min water well with 1 storage tank of 220 gallons located on the property and shown on the attached site plan. It is estimated that 60-70 gallons per event will be used maximum.

The well provides water for domestic use as well for landscaping. The well is adequate to meet the needs of the proposed use.

Proposed Advertising:

One sign at the entrance of the park is proposed. The sign will be approximately 4'x6'. The applicant will place traffic control signage on Buttonwillow Ave at the time of the event. Proposed signage will be per Fresno County sign standards.

Will existing buildings be used:

A 2000sqft. existing building, will be used for catering/staging area and restrooms facilities. The 1824sqft single family residence will be used as living quarters for the event center caretaker/ grounds keeper. The existing 1750sqft pole barn building will be used as storage for the event center supplies (table, chairs, etc.).

Outdoor lighting proposed:

There will be existing exterior lighting used, as well as temporary outdoor lighting fixtures for those events held into the evening hours. All lighting will be hooded and not be directed toward any adjacent properties. Temporary lighting will be set up so only those areas in use will be lighted.

Property Owner: Samuel Cobian Gomez
7250 S. Frankwood Ave.
Reedley, CA 93654
(559)908-6613

Applicant/Agent: Mary Smith/Michael Smith- CenCal Permit Services
P.O. Box 2032, Porterville, CA 93258
ccps.mas@gmail.com
(559)719-0017/(559)744-9492



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

INITIAL STUDY APPLICATION

INSTRUCTIONS

Answer all questions completely. An incomplete form may delay processing of your application. Use additional paper if necessary and attach any supplemental information to this form. Attach an operational statement if appropriate. This application will be distributed to several agencies and persons to determine the potential environmental effects of your proposal. Please complete the form in a legible and reproducible manner (i.e., USE BLACK INK OR TYPE).

OFFICE USE ONLY

IS No. _____

Project No(s) _____

Application Rec'd.: _____

GENERAL INFORMATION

1. **Property Owner :** SAMUEL COBIAN GOMEZ **Phone/Fax:** 559-908-6613

Mailing Address: 7250 S FRANKWOOD AVE REEDLEY CA 93654
Street City State/Zip

2. **Applicant :** Mike & Mary Smith CenCal Permit Services **Phone/Fax:** 559-744-9492

Mailing Address: PO Box 2032 Porterville CA 93257
Street City State/Zip

3. **Representative:** Mike & Mary Smith CenCal Permit Services **Phone/Fax:** 559-744-9492

Mailing Address: PO Box 2032 PORTERVILLE CA 93257
Street City State/Zip

4. **Proposed Project:** TO ESTABLISH AN EVENT CENTER FOR WEDDING, BIRTHDAYS AND SPECIAL EVENTS

5. **Project Location:** 4931 S. BUTTONWILLOW AVE REEDLEY CA

6. **Project Address:** 4931 S. BUTTONWILLOW AVE REEDLEY CA

7. **Section/Township/Range:** / / **8. Parcel Size:** 9.98

9. **Assessor's Parcel No.** 333-290-15 **OVER.....**

10. Land Conservation Contract No. (If applicable): _____

11. What other agencies will you need to get permits or authorization from:

- | | |
|---|---|
| _____ LAFCo (annexation or extension of services) | _____ SJVUAPCD (Air Pollution Control District) |
| _____ CALTRANS | _____ Reclamation Board |
| _____ Division of Aeronautics | _____ Department of Energy |
| _____ Water Quality Control Board | _____ Airport Land Use Commission |
| _____ Other _____ | |

12. Will the project utilize Federal funds or require other Federal authorization subject to the provisions of the National Environmental Policy Act (NEPA) of 1969? _____ Yes _____ No

If so, please provide a copy of all related grant and/or funding documents, related information and environmental review requirements.

13. Existing Zone District¹: _____ AE-20 _____

14. Existing General Plan Land Use Designation¹: _____ AGRICULTURE _____

ENVIRONMENTAL INFORMATION

15. Present land use: _____ RESIDENTIAL AND AG USE _____
Describe existing physical improvements including buildings, water (wells) and sewage facilities, roads, and lighting. Include a site plan or map showing these improvements:

Describe the major vegetative cover: _____ VINEYARDS _____

Any perennial or intermittent water courses? If so, show on map: _____ UNKOWN _____

Is property in a flood-prone area? Describe:

16. Describe surrounding land uses (e.g., commercial, agricultural, residential, school, etc.):

North: _____ AGRICULTURE _____

South: _____ AGRICULTURE _____

East: _____ AGRICULTURE _____

West: _____ AGRICULTURE _____

17. What land use(s) in the area may be impacted by your Project?: NONE

18. What land use(s) in the area may impact your project?: NONE

19. Transportation:

NOTE: The information below will be used in determining traffic impacts from this project. The data may also show the need for a Traffic Impact Study (TIS) for the project.

A. Will additional driveways from the proposed project site be necessary to access public roads?
 Yes No

B. Daily traffic generation:

I. Residential - Number of Units 1
Lot Size 9.98 AC
Single Family 1
Apartments 0

II. Commercial - Number of Employees 0
Number of Salesmen 0
Number of Delivery Trucks _____
Total Square Footage of Building _____

III. Describe and quantify other traffic generation activities: _____
PLEASE SEE OPERATIONAL STATEMENT FOR DETAILS

20. Describe any source(s) of noise from your project that may affect the surrounding area: _____
BANDS DJS MUSIC AT TIMES

21. Describe any source(s) of noise in the area that may affect your project: NONE

22. Describe the probable source(s) of air pollution from your project: NONE

23. Proposed source of water:
(x) private well
() community system?--name: _____ OVER.....

24. Anticipated volume of water to be used (gallons per day)²: 12-40 GAL/DAY
25. Proposed method of liquid waste disposal:
 septic system/individual
 community system³-name SEE SITE PLAN FOR LOCATION
26. Estimated volume of liquid waste (gallons per day)²: TBD, 100 GUEST MAX/ DAY BUT AVERAGE IS <10 GUEST /DAY
27. Anticipated type(s) of liquid waste: PLUMBING WASTE
28. Anticipated type(s) of hazardous wastes²: NA
29. Anticipated volume of hazardous wastes²: NA
30. Proposed method of hazardous waste disposal²: NA
31. Anticipated type(s) of solid waste: PACKING, DISPOSABLE TABLEWARE, FOOD SCRAPS
32. Anticipated amount of solid waste (tons or cubic yards per day): 1 CU. YD PER EVENT (INCLUDING REG DAY)
33. Anticipated amount of waste that will be recycled (tons or cubic yards per day): LESS THAN 1 CU. YD PER EVENT
34. Proposed method of solid waste disposal: PRIVATE HAULER
35. Fire protection district(s) serving this area: CALFIRE
36. Has a previous application been processed on this site? If so, list title and date: NO
37. Do you have any underground storage tanks (except septic tanks)? Yes _____ No X
38. If yes, are they currently in use? Yes _____ No X

TO THE BEST OF MY KNOWLEDGE, THE FOREGOING INFORMATION IS TRUE.

Michael Smith

5/15/2023

SIGNATURE

DATE

¹Refer to Development Services and Capital Projects Conference Checklist

²For assistance, contact Environmental Health System, (559) 600-3357

³For County Service Areas or Waterworks Districts, contact the Resources Division, (559) 600-4259

NOTICE AND ACKNOWLEDGMENT

INDEMNIFICATION AND DEFENSE

The Board of Supervisors has adopted a policy that applicants should be made aware that they may be responsible for participating in the defense of the County in the event a lawsuit is filed resulting from the County's action on your project. You may be required to enter into an agreement to indemnify and defend the County if it appears likely that litigation could result from the County's action. The agreement would require that you deposit an appropriate security upon notice that a lawsuit has been filed. In the event that you fail to comply with the provisions of the agreement, the County may rescind its approval of the project.

STATE FISH AND WILDLIFE FEE

State law requires that specified fees (effective January 1, 2023: \$3,839.25 for an EIR; \$2,764.00 for a Mitigated/Negative Declaration) be paid to the California Department of Fish and Wildlife (CDFW) for projects which must be reviewed for potential adverse effect on wildlife resources. The County is required to collect the fees on behalf of CDFW. A \$50.00 handling fee will also be charged, as provided for in the legislation, to defray a portion of the County's costs for collecting the fees.

The following projects are exempt from the fees:

1. All projects statutorily exempt from the provisions of CEQA (California Environmental Quality Act).
2. All projects categorically exempt by regulations of the Secretary of Resources (State of California) from the requirement to prepare environmental documents.

A fee exemption may be issued by CDFW for eligible projects determined by that agency to have "no effect on wildlife." That determination must be provided in advance from CDFW to the County at the request of the applicant. You may wish to call the local office of CDFW at (559) 222-3761 if you need more information.

Upon completion of the Initial Study you will be notified of the applicable fee. Payment of the fee will be required before your project will be forwarded to the project analyst for scheduling of any required hearings and final processing. The fee will be refunded if the project should be denied by the County.


Applicant's Signature

05-10-23
Date



Fresno County Department of Public Works and Planning

Date Received:	(Application No.)
----------------	-------------------

MAILING ADDRESS:
 Department of Public Works and Planning
 Development Services Division
 2220 Tulare St., 6th Floor
 Fresno, Ca. 93721

LOCATION:
 Southwest corner of Tulare & "M" Streets, Suite A
 Street Level
 Fresno Phone: (559) 600-4497
 Toll Free: 1-800-742-1011 Ext. 0-4497

APPLICATION FOR:

- Pre-Application (Type) Conditional Use Permit
- Amendment Application
- Amendment to Text
- Conditional Use Permit
- Variance (Class)/Minor Variance
- Site Plan Review/Occupancy Permit
- No Shoot/Dog Leash Law Boundary
- General Plan Amendment/Specific Plan/SP Amendment)
- Time Extension for _____
- Director Review and Approval
- for 2nd Residence
- Determination of Merger
- Agreements
- ALCC/RLCC
- Other _____

DESCRIPTION OF PROPOSED USE OR REQUEST:

To establish an Event Center to accomidate 50-100 per event

Type text here

CEQA DOCUMENTATION: Initial Study PER N/A

PLEASE USE FILL-IN FORM OR PRINT IN BLACK INK. Answer all questions completely. Attach required site plans, forms, statements, and deeds as specified on the Pre-Application Review. **Attach Copy of Deed, including Legal Description.**

LOCATION OF PROPERTY: WEST side of BUTTON WILLOW AVE
 between GOOD FELLOW AVE and E. AMERICAN
 Street address: 4931 BUTTON WILLOW AVE

APN: 333-290-15 Parcel size: 10 AC Section(s)-Twp/Rg: S ___ - T ___ S/R ___ E

ADDITIONAL APN(s): N/A

Michael Smith (signature), declare that I am the owner, or authorized representative of the owner, of the above described property and that the application and attached documents are in all respects true and correct to the best of my knowledge. The foregoing declaration is made under penalty of perjury. 559-908-6613

SAMUEL COBITAN GOMEZ 7250 . S FRANKLINWOOD AVE REEDLEY CA 93654
 Owner (Print or Type) Address City Zip Phone
MICHAEL SMITH PO. Box 2032 PORTERVILLE CA 93258 559 744-9492
 Applicant (Print or Type) Address City Zip Phone
MARY SMITH "SAME"
 Representative (Print or Type) Address City Zip Phone

CONTACT EMAIL: ccps.mas@gmail.com

OFFICE USE ONLY (PRINT FORM ON GREEN PAPER)

Application Type / No.:	Fee: \$
Application Type / No.:	Fee: \$
Application Type / No.:	Fee: \$
Application Type / No.:	Fee: \$
PER/Initial Study No.:	Fee: \$
Ag Department Review:	Fee: \$
Health Department Review:	Fee: \$
Received By: _____	Invoice No.: _____ TOTAL: \$

UTILITIES AVAILABLE:

WATER: Yes / No
 Agency: _____
 SEWER: Yes / No
 Agency: _____

STAFF DETERMINATION: This permit is sought under Ordinance Section:

Related Application(s): _____

Zone District: _____

Parcel Size: _____

Sect-Twp/Rg: ___ - T ___ S/R ___ E

APN # ___ - ___ - ___

APN # ___ - ___ - ___

APN # ___ - ___ - ___

APN # ___ - ___ - ___



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

AGENT AUTHORIZATION

AUTHORIZATION OF AGENT TO ACT ON BEHALF OF PROPERTY OWNER

The Agent Authorization form is required whenever a property owner grants authority to an individual to submit and/or pursue a land use entitlement application on their behalf. This form must be completed by the property owner and submitted with the land use entitlement application to confirm that the property owner has granted authority to a representative to sign application forms on their behalf and represent them in matters related to a land use entitlement application.

The below named person is hereby authorized to act on my behalf as agent in matters related to land use entitlement applications associated with the property listed below.

MIKE & MARY SMITH
Agent Name (Print or Type)

Central Permit Services
Company Name (Print or Type)

PO Box 2032
Mailing Address

Pocockville CA 93258
City / State / Zip Code

559-744-9492
Phone Number

CCPS.MAS@GMAIL.COM
Email Address

333-290-15
Project APN

4931 Bottom Willow Ave
Project Street Address

A list consisting of ___ additional properties is attached (include the APN for each property).

Project Description (Print or Type):

TO ESTABLISH AN WEDDING EVENT CENTER

The undersigned declares under penalty of perjury that they own, possess, control or manage the property referenced in this authorization and that they have the authority to designate an agent to act on behalf of all the owners of said property. The undersigned acknowledges delegation of authority to the designated agent and retains full responsibility for any and all actions this agent makes on behalf of the owner.

[Signature]
Owner Signature

04-28-23
Date

Samuel Cobian (559) 908-6613 samuelcobian@yahoo.com
Owner Name (Print or Type) Phone Number Email Address

* If the legal owner of the property is a corporation, company, partnership or LLC, provide a copy of a legal document with this authorization form showing that the individual signing this authorization form is a duly authorized partner, officer or owner of said corporation, company, partnership or LLC.

west



South





SCHENSVILLE
6V70008













South





West



EAST



North



EAST



EAST

















BAR

































South



Recording Requested by
Chicago Title Company

Fresno County Recorder
Paul Dictos, CPA

2022-0042118

After Recording Return To:
Kings Mortgage Services, Inc.
Attn: Final Document Department
4244 W. Mineral King Ave.
Visalia, CA 93291

Recorded at the request of:
SIMPLIFILE, PROVO
04/01/2022 09:35 43
Titles: 1 Pages: 15
Fees: \$53.00
CA SB2 Fees:\$0.00
Taxes: \$0.00
Total: \$53.00

[Space Above This Line For Recording Data]

Document Date of Instrument: **March 30, 2022**

Loan Number: **3303313**

Property Address: **4931 S Buttonwillow Ave
Reedley, CA 93654**

DEED OF TRUST
DOCUMENT TITLE

The undersigned declares that the document to which this page is affixed and made a part of is exempt from the fee imposed by the Building Homes & Jobs Act (SB2-2017) (GC 27388.1).

Reason for exemption:

- Not related to real property – GC 27388.1(a)(1)
- Recorded concurrently "in connection with" a transfer subject to the imposition of Documentary Transfer Tax – GC 27388.1(a)(2)
- Transfer of real property that is a residential dwelling to an owner-occupier – GC 27388.1(a)(2)
- Recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier – GC 27388.1(a)(2)
- Maximum \$225.00 fee per transaction reached – GC 27388.1(a)(1)

Signature

Date

**THIS PAGE IS ADDED TO PROVIDE DECLARATION OF BUILDING
HOMES & JOBS ACT (SB2-2017) FEE EXEMPTION
ADDITIONAL RECORDING FEE APPLIES**



Recording Requested By:
Kings Mortgage Services, Inc., a California Corporation

After Recording Return To:
Kings Mortgage Services, Inc.
Attn: Final Document Department
4244 W. Mineral King Ave.
Visalia, CA 93291

Prepared By:
Kings Mortgage Services, Inc.
4244 W. Mineral King Ave.
Visalia, CA 93291
559-713-1200

Title Order No.: 4462200176RRL
Escrow No.: FWFM-4462200176 NM
LOAN #: 3303313

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1002776-0000041192-7
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 19, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **March 30, 2022**, together with all Riders to this document.

(B) "Borrower" is **SAMUEL COBIAN-GOMEZ, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY.**

Borrower's address is **4931 S Buttonwillow Ave, Reedley, CA 93654.**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Kings Mortgage Services, Inc..**

Lender is a **California Corporation,**
California,
Visalia, CA 93291.

organized and existing under the laws of
Lender's address is **4244 W. Mineral King Ave.,**



LOAN #: 3303313

(D) "Trustee" is Chicago Title Company, 2540 W. Shaw Lane, Suite 112, Fresno, CA 93711.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated March 30, 2022. The Note states that Borrower owes Lender FOUR HUNDRED SEVENTY SIX THOUSAND AND NO/100***** Dollars (U.S. \$476,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2052.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and



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all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Fresno [Type of Recording Jurisdiction]; [Name of Recording Jurisdiction];

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 333-290-15

which currently has the address of 4931 S Buttonwillow Ave, Reedley, California 93654 [Street] [City] ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice



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to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.



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If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds,



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whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water



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from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration



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period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.



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Subject to the provisions of Section 18, any Successor In Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all



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sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).



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Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.



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The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

[Handwritten Signature]
SAMUEL COBIAN-GOMEZ

03-30-2022 (Seal)
DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA
County of Fresno

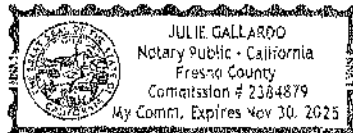
On March 30 2022, before me, Julie Gallardo *Notary Public*
(here insert name and title of the officer), personally appeared SAMUEL COBIAN-GOMEZ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature *[Handwritten Signature]*

(NOTARY)

(SEAL)



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Lender: Kings Mortgage Services, Inc.
NMLS ID: 264441
Loan Originator: Veronica Barragan
NMLS ID: 328750



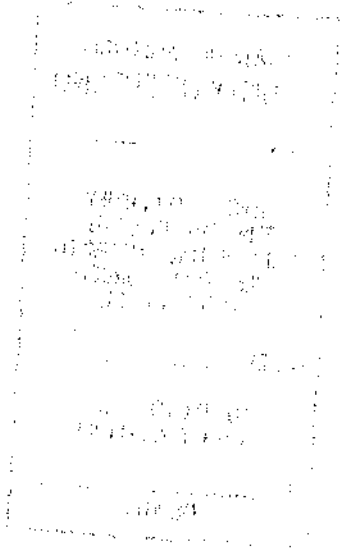
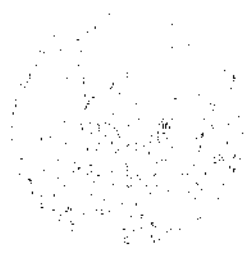
EXHIBIT A

Order No.: FWFM-4462200176

For APN/Parcel ID(s): 333-290-15

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF (S-1/2) OF LOT 22 OF THE RESUBDIVISION OF COLUMBIA COLONY, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED MARCH 2, 1908, IN BOOK 4, PAGE 15 OF THE RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY



STATE OF CALIFORNIA
COUNTY OF FRESNO

THIS IS TO CERTIFY
THAT THIS IS A TRUE
COPY OF THIS DOCUMENT
FILED OR RECORDED
IN THIS OFFICE

DATED **JUL 03 2023**

PAUL DICTOS, C.P.A.
COUNTY RECORDER

BY *AKelloppie*
DEPUTY

