



County of Fresno

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

EVALUATION OF ENVIRONMENTAL IMPACTS

- APPLICANT: Frank J. Rodriguez
- APPLICATION NOS.: Initial Study No. 8142 and Classified Conditional Use Permit Application No. 3722
- DESCRIPTION: Amend Classified Conditional Use Permit Application No. 3404 to allow expansion of a commercial nut processing operation on a 19.72-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District.
- LOCATION: The project site is located on the east side of N. Siskiyou Avenue approximately 870 feet north of its intersection with W. Olive Avenue and is located approximately 1.4 miles north of the city limits of the City of Kerman (1750 N. Siskiyou Avenue) (APN 015-315-25S) (Sup. Dist. 1).

I. AESTHETICS

Except as provided in Public Resources Code Section 21099, would the project:

- A. Have a substantial adverse effect on a scenic vista?

FINDING: NO IMPACT:

The subject property is located in a mainly agricultural area. The subject site is currently improved with an existing nut processing facility. There are no scenic vistas in vicinity of the project site that would be impacted by the project proposal.

- B. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

FINDING: NO IMPACT:

Figure OS-2 of the Fresno County General Plan indicates that there are no designated scenic roads or highways fronting the project site. No other scenic resources were identified on the project site.

- C. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized

area, would the project conflict with applicable zoning and other regulations governing scenic quality?

FINDING: NO IMPACT:

The project proposal intends to expand an existing commercial nut processing facility. Expansion of the facility is proposed to be constructed towards the rear of the property and would not result in a substantial degradation of the existing visual character or quality of public views of the site.

- D. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

FINDING: LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED:

Outdoor lighting could potentially be utilized for the proposed buildings. As there is a potential for new sources of light and glare, a mitigation measure will be implemented to ensure that new sources of light and glare resulting from the project does not adversely impact surrounding properties and right-of-way.

* **Mitigation Measure(s)**

1. *All outdoor lighting shall be hooded and directed downward so as not to shine on adjacent properties or public right-of-way.*

II. AGRICULTURAL AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology in Forest Protocols adopted by the California Air Resources Board. Would the project:

- A. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

FINDING: LESS THAN SIGNIFICANT IMPACT:

Per the 2016 Fresno County Important Farmlands Map, the subject parcel contains land designated as Urban and Built-Up Land and Prime Farmland. The proposed expansion would further convert land designated for Prime Farmland towards the existing nut processing operation. Per the prepared Operational Statement, the proposed buildings

would be utilized mainly for storage of processed almonds. Conversion of Prime Farmland will occur as a result of the project, however, in considering the existing agricultural processing facility, the expansion of the facility can be seen as less than significant as encroachment of the use on Prime Farmland is confined to a parcel already approved for the processing operation with no further encroachment happening on other designated Prime Farmland parcels.

B. Conflict with existing zoning for agricultural use, or a Williamson Act Contract?

FINDING: NO IMPACT:

The existing nut processing facility was previously approved under the provisions of a Classified Conditional Use Permit. The Fresno County Zoning Ordinance allows agricultural value-added processing facilities under the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District subject to a Classified Conditional Use Permit. The subject parcel is not under Williamson Act Contract.

C. Conflict with existing zoning for forest land, timberland or timberland zoned Timberland Production; or

D. Result in the loss of forest land or conversion of forest land to non-forest use?

FINDING: NO IMPACT:

The project size not zoned for forest land, timberland, or timberland zoned Timberland Production and would not result in the loss of forest land or timberland.

E. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

FINDING: NO IMPACT:

The project proposes to expand an existing commercial nut processing facility. The additional conversion of Farmland within the subject parcel is not expected to exceed the parcel boundaries and would not result in further conversion.

III. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:

A. Conflict with or obstruct implementation of the applicable Air Quality Plan; or

B. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

FINDING: LESS THAN SIGNIFICANT IMPACT:

Based on comments received from the San Joaquin Valley Air Pollution Control District (SJVAPCD), construction and operation emissions of criteria pollutants are not expected to exceed significance thresholds established by the SJVAPCD. District Rules and Regulations including District Rule 2010 and 2201 – Air Quality Permitting for Stationary Sources, District Rule 9510 – Indirect Source Review, District Regulation VIII – Fugitive PM10 Prohibitions may be applicable to the project. If any of the identified rules and regulations are applicable to the project, further review and permit with the SJVAPCD would occur. Based on the review conducted by the SJVAPCD for the project, the project would not obstruct implementation of the applicable Air Quality Plan and would result in less than significant criteria pollutant generation resulting from construction and operation of the project.

- D. Expose sensitive receptors to substantial pollutant concentrations; or
- E. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The nearest sensitive receptor is located approximately 330 feet north of the project site. As noted, comments from the SJVAPCD indicated that criteria pollutant generation resulting from the project would be less than significant. Per the Applicant's Operational Statement, storage capacity is anticipated to be increased, but processing capacity is to remain unchanged. Based on this information, once construction is completed, pollutant and emission generation is unlikely to substantially increase where a significant impact is to occur.

IV. BIOLOGICAL RESOURCES

Would the project:

- A. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service; or
- B. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

FINDING: NO IMPACT:

Per the California Natural Diversity Database, there are no reported occurrences of a special-status species on the project site. Aerial photographs of the project site indicate that the existing commercial nut processing facility is present with the remainder of the

subject parcel utilized for agricultural production. Surrounding parcels depict a mix of rural residential and agricultural uses. In consideration of the existing operation and uses established on the subject parcel and surrounding properties, special-status species are not likely to occur on the project site. No riparian habitat or other sensitive natural habitat was identified on the project site.

- C. Have a substantial adverse effect on state or federally-protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means; or
- D. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery site?

FINDING: NO IMPACT:

Per the National Wetlands Inventory, a manmade canal traverses the subject parcel, however, the proposed expansion is located east of where the canal is located and would not be impacted by site development. The project would not substantially interfere with the movement of any native resident. There were not established native resident, wildlife corridor, or wildlife nursery site identified on the project site.

- E. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance; or
- F. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state Habitat Conservation Plan?

FINDING: NO IMPACT:

Reviewing Departments and Agencies did not express concern to indicate that the project conflicts with any local policies or ordinances protecting biological resources, and no conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approval local, regional, or State Habitat Conservation Plan was identified by reviewing agencies and departments.

V. CULTURAL RESOURCES

Would the project:

- A. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5; or
- B. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5; or
- C. Disturb any human remains, including those interred outside of formal cemeteries?

FINDING: LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED:

The subject parcel is currently improved with a commercial nut processing facility and orchards. Due to the existing ground-disturbance related to the built environmental and disturbance resulting from the farming operation, it is unlikely that cultural resources are present on the project site. However, mitigation measures are proposed to be implemented to ensure proper procedure is in place should a cultural or tribal cultural resource be unearthed during ground-disturbing activities resulting from the project proposal.

* **Mitigation Measure(s)**

1. *In the event that cultural resources are unearthed during ground-disturbing activities, all work shall be halted in the area of the find. An Archeologist shall be called to evaluate the findings and make any necessary mitigation recommendations. If human remains are unearthed during ground-disturbing activities, no further disturbance is to occur until the Fresno County Sheriff-Coroner has made the necessary findings as to origin and disposition. All normal evidence procedures should be followed by photos, reports, video, etc. If such remains are determined to be Native American, the Sheriff-Coroner must notify the Native American Commission within 24 hours.*

VI. ENERGY

Would the project:

- A. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation; or
- B. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

FINDING: NO IMPACT:

Development of the proposed structures are expected to meet current building code standards which will take into account state and local energy efficiency standards. The construction and operation are not expected to result in wasteful, inefficient, or unnecessary consumption of energy resources where a significant environmental impact could occur.

VII. GEOLOGY AND SOILS

Would the project:

- A. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

FINDING: NO IMPACT:

Per the Earthquake Hazard Zone Application maintained by the California Department of Conservation, the project site is not located within an Earthquake Hazard Zone.

2. Strong seismic ground shaking?
3. Seismic-related ground failure, including liquefaction?

FINDING: NO IMPACT:

Per Figure 9-5 of the Fresno County General Plan Background Report (FCGPBR), the project site is located on land designated as having a 0%-20% chance of reaching peak horizontal ground acceleration assuming a 10% probability of a seismic hazard in 50 years. In considering the lower chance of reaching peak horizontal ground acceleration and mandatory compliance of the development with the California Building Code, there are no adverse risks associated with the project related to strong seismic ground shaking or seismic-related ground failure.

4. Landslides?

FINDING: NO IMPACT:

The project site is located in a largely flat, agricultural area where no changes in elevation would indicate landslide hazard. Per Figure 9-6 of the FCGPBR, the project site is not located in any identified landslide hazard areas.

- B. Result in substantial soil erosion or loss of topsoil?

FINDING: NO IMPACT:

The project will result in the addition of impervious surface throughout the project site. The addition of impervious surface will result in the loss of topsoil. However, this loss in topsoil is not expected to result in any adverse impacts. The subject parcel is located in flat agricultural land when no changes in elevation or waterways would be occur where soil erosion could occur and result in significant impact.

- C. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

FINDING: NO IMPACT:

There was no geologic unit or unstable soil identified on the project site.

- C. Be located on expansive soil as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

FINDING: NO IMPACT:

According to Figure 7-1 of the Fresno County General Plan Background Report (FCGPBR), the project site is not located on areas with soils exhibiting moderately high to high expansion potential.

- D. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

FINDING: LESS THAN SIGNIFICANT IMPACT:

Proposal of additional wastewater disposal systems are included with this expansion. The permitting of a wastewater disposal system will be subject to Fresno County Local Area Management Program (LAMP) standards. LAMP standards will account for existing conditions of the project site. Therefore, with proper permitting of the proposed wastewater disposal system, the project would not result in a significant impact.

- E. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

FINDING: NO IMPACT:

No unique paleontological resource or unique geologic feature was identified on the project site.

VIII. GREENHOUSE GAS EMISSIONS

Would the project:

- A. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; or
- B. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

FINDING: LESS THAN SIGNIFICANT IMPACT:

Greenhouse gas emissions related to construction of the project are expected. As noted in the Operational Statement, the project intends to increase indoor storage space for processed products with the processing capacity of the existing facility not changing. The proposed number of employees will remain unchanged where 8 year round employees and 20 seasonal employees will be present during operational hours. No substantial generation of greenhouse gas emissions are expected from the

operation and construction of the project, and therefore would not have a significant impact on the environment. No applicable plan, policy or regulation for the purpose of reducing greenhouse gas emissions was identified that would be in conflict with the project.

VIII. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

- A. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; or
- B. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The Department of Public Health, Environmental Health Division has reviewed the project and provided comment. Comments indicate that the project would need to meet requirements set forth in the California Health and Safety Code (HSC), Division 20, Chapter 6.95, and the California Code of Regulations (CCR), Title 22, Division 4.5. Those requirements include preparation and submittal of a Hazardous Materials Business Plan be submitted to the Environmental Health Division. With the project's compliance of State and local handling and reporting requirements, the project would not create a significant hazard to the public or environment through the routine transport, use or disposal of hazardous materials, or foreseeable upset and accident conditions involving hazardous materials.

- C. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

FINDING: NO IMPACT:

The project site is not located within a one-quarter mile of an existing or proposed school.

- D. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

FINDING: NO IMPACT:

Per the NEPAassist database, the project site is not located on a listed hazardous materials site and would not create a significant hazard to the public or the environment.

- E. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project

result in a safety hazard or excessive noise for people residing or working in the project area?

FINDING: NO IMPACT:

The project site is not located within an airport land use plan area and not within two miles of a public airport or public use airport.

- F. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

FINDING: NO IMPACT:

Reviewing agencies and departments did not express concern with the project to indicate that the project proposal impair or physically interfere with an adopted emergency response plan or emergency evacuation plan.

- G. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

FINDING: NO IMPACT:

The project site is located in a mainly agricultural area and would not be susceptible to wildland fires.

X. HYDROLOGY AND WATER QUALITY

Would the project:

- A. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality; or
- B. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The State Water Resources Control Board (SWRCB) and the Water and Natural Resources Division have reviewed the project. The SWRCB indicated that the project meets their definition of a transient non-community water system and would require a permit from their agency. There were no expressed concerns made by the SWRCB to specify that the project would violate any water quality standard or waste discharge requirement that would substantially degrade surface or ground water quality. In addition, there were no comments expressed by the SWRCB to indicate that the project would result in substantial water usage where decreased groundwater supplies would occur or the impedance of groundwater recharge would occur.

The Water and Natural Resources Division in their comments stated that the proposed expansion would not have a significant impact on existing water levels in the area. Additionally, the subject parcel is not located in an area of the County defined as being water short.

With the project's mandatory compliance with regulatory requirements (permit from the SWRCB) and the above review by responsible agencies and departments, the project is not expected to result in a violation of water quality and waste discharge requirements, or substantially decrease groundwater supplies and would not impede groundwater recharge.

- C. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on or off site?
1. Result in substantial erosion or siltation on- or off-site;
 2. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?
 3. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

FINDING: LESS THAN SIGNIFICANT IMPACT:

As identified in Section IV. *Biological Resources*, per the National Wetlands Inventory, a manmade canal traverses the subject parcel. There are no streams or rivers that would be affected by the proposed development. Drainage patterns of the project site would be altered due to the inclusion of additional impervious surfaces. Review of the site plan indicates that additional surface runoff resulting from the project would be siphoned to the existing ponding basin towards the western portion of the subject site or the proposed ponding basin located on the eastern end of the parcel. The proposed ponding basin would be subject to review and permit from the Development Engineering Section. Reviewing agencies and departments did not express concern with the project to indicate that a significant impact related to erosion or siltation of the site could occur. Surface runoff would be directed to either the existing or proposed ponding basin and would not result flooding on- or offsite and would not exceed capacity of the drainage system where an additional source of polluted runoff would be created.

4. Impede or redirect flood flows?

FINDING: NO IMPACT:

Per FEMA FIRM Panel C1525H, the subject property is not located in a flood hazard area, therefore the project would not impede or redirect flood flows.

- D. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

FINDING: NO IMPACT:

The subject property is not located in a flood hazard area and is not located near a body of water where a tsunami or seiche risk would be prevalent.

- E. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

FINDING: NO IMPACT:

Reviewing agencies and departments did not express concern with the project to indicate a conflict or obstruction of a water quality control plan or sustainable management plan.

XI. LAND USE AND PLANNING

Would the project:

- A. Physically divide an established community?

FINDING: NO IMPACT:

The project proposed is expand an existing commercial agricultural processing facility. The subject parcel is located within a mainly agricultural area on the east side of N. Siskiyou Avenue. The project would not physically divide an established community.

- B. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

FINDING: LESS THAN SIGNIFICANT IMPACT:

General Plan LU-A.14 states that the County shall ensure that the review of discretionary permits includes an assessment of the conversion of productive agricultural land and that mitigation be required where appropriate. This identified policy relates to the preservation of farmland. The proposed expansion of the existing commercial agricultural processing facility would convert additional farmland. Per the site plan, unused land would still be utilized for agricultural production. In addition, the use is considered supportive of the agricultural industry by providing a processing facility located in proximity of its customers. Therefore, the conversion of productive agricultural land with regard to the project is considered less than significant.

General Plan Policy PF-C.17 states that the County shall, prior to consideration of any discretionary project related to land use, undertake a water supply evaluation. This policy is adopted for the purpose of ensuring proper analysis and if necessary,

mitigation so that water supplies throughout Fresno County can service existing and future uses. The Water and Natural Resources Division has reviewed the proposal and indicated that the project would not substantially impact water resources in the area and that the subject site is not located in an area of the County defined as water short and did not require preparation of a water supply evaluation.

General Plan Policy HS-G.1 states that the County shall require that all proposed development incorporate design elements necessary to minimize adverse noise impacts on surrounding land uses. General Plan Policy HS-G.8 states that the County shall evaluate the compatibility of proposed projects with existing and future noise levels through a comparison to Chart HS-1 “Land Use Compatibility for Community Noise Environments”. Both of the identified policies have been adopted to ensure noise levels for Fresno County residents do not exceed certain thresholds. The Fresno County Noise Ordinance provides thresholds for noise levels and is enforced by the Fresno County Department of Public Health, Environmental Health Division. Mandatory compliance with the Noise Ordinance is expected from this project. Therefore, noise levels are not expected to exceed established thresholds and no conflict with the above policies is seen.

XII. MINERAL RESOURCES

Would the project:

- A. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state; or
- B. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local General Plan, Specific Plan or other land use plan?

FINDING: NO IMPACT:

Per Figure 7-7 of the Fresno County General Plan Background Report (FCGPBR), the project site is not located in an identified mineral resource location.

Per Figure 7-8 of the FCGPBR, the project site is not located on a principal mineral producing location.

XIII. NOISE

Would the project result in:

- A. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies; or
- B. Generation of excessive ground-borne vibration or ground-borne noise levels?

FINDING: LESS THAN SIGNIFICANT IMPACT:

Review of the project by the Fresno County Department of Public Health, Environmental Health Division, the project is expected to comply with the provisions of the Fresno County Noise Ordinance. Further comments by the Department of Public Health indicate that noise generated from the processing facility should be confined to daytime hours. Review of the Applicant's Operational Statement indicates that hours of processing from August through October will occur Monday through Friday from 8:00 AM to 4:00 PM. Temporary noise generation resulting from the project is expected. The resulting expansion would result in increased developed area and storage capacity. As the processing capacity does not change where a substantial increase in noise activity could occur, the project is expected to result in a less than significant impact.

- C. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels; or

FINDING: NO IMPACT:

The project is not located within vicinity of a private airstrip or airport land use plan. Further, the project site is not located within two miles of a public airport or public use airport.

XIV. POPULATION AND HOUSING

Would the project:

- A. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?; or
- B. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

FINDING: NO IMPACT:

The project intends to expand an existing commercial agricultural processing facility. The project would not induce unplanned population growth in the area. There are no residents or housing that would be displaced due to the project.

XV. PUBLIC SERVICES

Would the project:

- A. Result in substantial adverse physical impacts associated with the provision of new or physically-altered governmental facilities, or the need for new or physically-altered governmental facilities, the construction of which could cause significant environmental

impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?

1. Fire protection;

FINDING: NO IMPACT:

Comments received from the North Central Fire Protection District did not indicate that any adverse impacts would occur to their service ratios, response times, or other performance objectives.

2. Police protection;

3. Schools;

4. Parks; or

5. Other public facilities?

FINDING: NO IMPACT:

Reviewing agencies and departments did not express concern with the subject application to indicate any impacts to service ratios, response times, or other performance objectives would occur as a result of the project.

XVI. RECREATION

Would the project:

- A. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated; or
- B. Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

FINDING: NO IMPACT:

The project would not increase the use of existing neighborhood and regional parks where substantial physical deterioration would occur and not include or require the construction or expansion of recreational facilities.

XVI. TRANSPORTATION

Would the project:

- A. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities; or

- B. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

FINDING: NO IMPACT:

Per the Applicant's Operational Statement and with comparison to the existing operation, the number of employees for the operation will not change. The Road Maintenance and Operations Division and the Design Division did not express concern with the project to indicate a conflict with a program, plan, ordinance, or policy addressing the circulation system exists as a result of the project. As the project intends to expand and existing facility and there is no change in employee numbers, no impacts in terms of Vehicle Miles Traveled (VMT) was identified.

- C. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?; or
- D. Result in inadequate emergency access?

FINDING: NO IMPACT:

There were no expressed concerns made by reviewing agencies and departments regarding hazardous design features or emergency access.

XVIII. TRIBAL CULTURAL RESOURCES

Would the project:

- A. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:
 1. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or
 2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

FINDING: LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED:

Participating California Native American Tribes were notified of the project and given the opportunity to enter into consultation with the County on addressing potential tribal

cultural resources under the provisions of Assembly Bill 52 (AB52). No concerns were expressed by reviewing tribal governments. No tribal cultural resource was identified on the project or during past ground disturbance. Therefore, it is highly unlikely that a tribal cultural resource occurs on the project site. A mitigation measure shall be implemented to address cultural resources, should they be identified during ground-disturbing activities related to the project.

* **Mitigation Measure(s)**

1. See Section V, Cultural Resources A., B., C. Mitigation Measure #1

XIX. UTILITIES AND SERVICE SYSTEMS

Would the project:

- A. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

FINDING: LESS THAN SIGNIFICANT IMPACT:

Indicated on the submitted site plan, an additional ponding basin is proposed to account for additional surface runoff produced from proposed expansion activities. All construction and grading activities related to development of the ponding basin would be reviewed and permitted by the County and would ensure safe and standardized development would occur. Development of surface runoff facilities would not cause significant environmental effects.

- B. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

FINDING: NO IMPACT:

The State Water Resources Control Board and the Water and Natural Resources Division have reviewed the subject application and did not express concern with the project to indicate that there are insufficient water supplies for the project area.

- C. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The project will result in the construction of an additional private septic system and will be subject to review and permit by the County of Fresno under their Local Area

Management Program (LAMP). This ensures that adequate capacity is established and safe development of the system is done.

- D. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals; or
- E. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

FINDING: NO IMPACT:

Reviewing agencies and departments have reviewed the proposed expansion and did not express concern with the project to indicate that a generation of solid waste in excess of State or local standards would occur, and no conflict with federal, state, and local management and reduction statutes and regulations would result from the project.

XX. WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

- A. Substantially impair an adopted emergency response plan or emergency evacuation plan, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects; or
- B. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire; or
- C. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment; or
- D. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

FINDING: NO IMPACT:

Per the 2007 Fresno County Fire Hazard Severity in LRA Map, the project site is not located within a State Responsibility Area (SRA) and not located on land classified as very high fire hazard severity.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

Would the project:

- A. Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

FINDING: NO IMPACT:

The subject parcel is currently improved with an existing commercial agricultural processing facility. The remainder portion of the parcel is utilized for agricultural production. The project intends to expand the agricultural processing facility. Due to the existing processing facility and agricultural operation, the project is not expected to be occupied by wildlife species and would not result in a drop of a wildlife species below self-sustaining levels.

- B. Have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

FINDING: LESS THAN SIGNIFICANT IMPACT:

Aesthetics, Cultural Resources, and Tribal Cultural Resources were determined to have a less than significant impact with Mitigation Measures incorporated. Discussion of the project's impacts on their respective resources could be considered cumulative, but as noted, with the implementation of mitigation measures, would reduce the project's impact to a less than significant level.

- C. Have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

FINDING: NO IMPACT:

Analysis of the project has determined that environmental effects resulting from the project would not cause substantial adverse effects on human beings.

CONCLUSION/SUMMARY

Based upon the Initial Study prepared for Classified Conditional Use Permit Application No. 3722, staff has concluded that the project will not have a significant effect on the environment. It has been determined that there would be no impacts to Biological Resources, Energy, Mineral Resources, Population and Housing, Public Services, Recreation, Transportation, and Wildfire.

Potential impacts related to Agricultural and Forestry Resources, Air Quality, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use Planning, Noise, and Utilities and Service Systems have been determined to

be less than significant. Potential impacts relating to Aesthetics, Cultural Resources, and Tribal Cultural Resources have determined to be less than significant with compliance with recommended Mitigation Measures.

A Mitigated Negative Declaration is recommended and is subject to approval by the decision-making body. The Initial Study is available for review at 2220 Tulare Street, Suite A, street level, located on the southwest corner of Tulare and "M" Street, Fresno, California.

TK

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County of Fresno

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

INITIAL STUDY ENVIRONMENTAL CHECKLIST FORM

- 1. Project title:**
Classified Conditional Use Permit Application No. 3722 and Initial Study No. 8142
- 2. Lead agency name and address:**
County of Fresno, Department of Public Works and Planning
2220 Tulare Street, 6th Floor
Fresno, CA 93721
- 3. Contact person and phone number:**
Thomas Kobayashi, Planner
(559) 600-4224
- 4. Project location:**
The project site is located on the east side of N. Siskiyou Avenue approximately 870 feet north of its intersection with W. Olive Avenue and is located approximately 1.4 miles north of the city limits of the City of Kerman (1750 N. Siskiyou Avenue) (APN 015-315-25S) (Sup. Dist. 1).
- 5. Project sponsor's name and address:**
Frank J. Rodriguez
1817 N. Helm Avenue, Suite 106
Fresno, CA 93727
- 6. General Plan designation:**
Agricultural
- 7. Zoning:**
AE-20 (Exclusive Agricultural, 20-acre minimum parcel size)
- 8. Description of project: (Describe the whole action involved, including, but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)**
Amend Classified Conditional Use Permit Application No. 3404 to allow expansion of a commercial nut processing operation on a 19.72-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District.
- 9. Surrounding land uses and setting: Briefly describe the project's surroundings:**
The subject property is located in a mainly agricultural area with active agricultural operations and rural residences situated in vicinity of the project site.
- 10. Other public agencies whose approval is required (g., permits, financing approval, or participation agreement.)**
State Water Resources Control Board
Department of Public Health, Environmental Health Division
Department of Public Works and Planning
- 11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that**

includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

Under the provisions of Assembly Bill 52 (AB 52) participating California Native American Tribes were notified of the project and given the opportunity to enter into consultation with the County of Fresno on addressing potential impacts to cultural resources. No notified tribal government expressed concern with the subject application and did not request consultation.

NOTE: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | |
|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Biological Resources |
| <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Wildfire |
| <input type="checkbox"/> Mandatory Findings of Significance | |

DETERMINATION OF REQUIRED ENVIRONMENTAL DOCUMENT:

On the basis of this initial evaluation:

- I find that the proposed project **COULD NOT** have a significant effect on the environment. **A NEGATIVE DECLARATION WILL BE PREPARED.**
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the Mitigation Measures described on the attached sheet have been added to the project. **A MITIGATED NEGATIVE DECLARATION WILL BE PREPARED.**
- I find the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required
- I find that as a result of the proposed project, no new effects could occur, or new Mitigation Measures would be required that have not been addressed within the scope of a previous Environmental Impact Report.

PERFORMED BY:



Thomas Kobayashi, Planner

Date: 2/18/22

REVIEWED BY:



David Randall, Senior Planner

Date: 2/18/22

**INITIAL STUDY
ENVIRONMENTAL CHECKLIST FORM
(Initial Study No. 8142 and
Classified Conditional Use Permit
Application No. 3722)**

The following checklist is used to determine if the proposed project could potentially have a significant effect on the environment. Explanations and information regarding each question follow the checklist.

1 = No Impact

2 = Less Than Significant Impact

3 = Less Than Significant Impact with Mitigation Incorporated

4 = Potentially Significant Impact

I. AESTHETICS

Except as provided in Public Resources Code Section 21099, would the project:

- 1 a) Have a substantial adverse effect on a scenic vista?
- 1 b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?
- 1 c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?
- 3 d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

II. AGRICULTURAL AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology in Forest Protocols adopted by the California Air Resources Board. Would the project:

- 2 a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?
- 1 b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?
- 1 c) Conflict with existing zoning for forest land or timberland zoned Timberland Production?
- 1 d) Result in the loss of forest land or conversion of forest land to non-forest use?
- 1 e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

III. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:

- 2 a) Conflict with or obstruct implementation of the applicable Air Quality Plan?
- 2 b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?
- 2 c) Expose sensitive receptors to substantial pollutant concentrations?
- 2 d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

IV. BIOLOGICAL RESOURCES

Would the project:

- 1 a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?
- 1 b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?
- 1 c) Have a substantial adverse effect on state or federally-protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?
- 1 d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?
- 1 e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?
- 1 f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state Habitat Conservation Plan?

V. CULTURAL RESOURCES

Would the project:

- 3 a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?
- 3 b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?
- 3 c) Disturb any human remains, including those interred outside of formal cemeteries?

VI. ENERGY

Would the project:

- 1 a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?
- 1 b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

VII. GEOLOGY AND SOILS

Would the project:

- a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:
 - 1 i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?
 - 1 ii) Strong seismic ground shaking?
 - 1 iii) Seismic-related ground failure, including liquefaction?
 - 1 iv) Landslides?
- 1 b) Result in substantial soil erosion or loss of topsoil?
- 1 c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?
- 2 d) Be located on expansive soil as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?
- 1 e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?
- 1 f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

VIII. GREENHOUSE GAS EMISSIONS

Would the project:

- 2 a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- 2 b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

IX. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

- 2 a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?
- 2 b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?
- 1 c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?
- 1 d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?
- 1 e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?
- 1 f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?
- 1 g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

X. HYDROLOGY AND WATER QUALITY

Would the project:

- 2 a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?
- 2 b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?
- 2 c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on or off site?
 - 2 i) Result in substantial erosion or siltation on- or off-site;
 - 2 ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;
 - 2 iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or
 - 1 iv) Impede or redirect flood flows?
- 1 d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?
- 1 e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

XI. LAND USE AND PLANNING

Would the project:

- 1 a) Physically divide an established community?
- 2 b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

XII. MINERAL RESOURCES

Would the project:

- 1 a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?
- 1 b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local General Plan, Specific Plan or other land use plan?

XIII. NOISE

Would the project result in:

- 2 a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?
- 2 b) Generation of excessive ground-borne vibration or ground-borne noise levels?
- 1 c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

XIV. POPULATION AND HOUSING

Would the project:

- 1 a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and

businesses) or indirectly (for example, through extension of roads or other infrastructure)?

- 1 b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

XV. PUBLIC SERVICES

Would the project:

- 1 a) Result in substantial adverse physical impacts associated with the provision of new or physically-altered governmental facilities, or the need for new or physically-altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:
- 1 i) Fire protection?
1 ii) Police protection?
1 iii) Schools?
1 iv) Parks?
1 v) Other public facilities?

XVI. RECREATION

Would the project:

- 1 a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?
- 1 b) Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

XVII. TRANSPORTATION

Would the project:

- 1 a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
- 1 b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?
- 1 c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
- 1 d) Result in inadequate emergency access?

XVIII. TRIBAL CULTURAL RESOURCES

Would the project:

- 3 a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:
- 3 i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or
- 3 ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public

Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

XIX. UTILITIES AND SERVICE SYSTEMS

Would the project:

- 2 a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?
- 1 b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?
- 2 c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?
- 1 d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?
- 1 e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

XX. WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

- 1 a) Substantially impair an adopted emergency response plan or emergency evacuation plan?
- 1 b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?
- 1 c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?
- 1 d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

Would the project:

- 1 a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?
- 2 b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)
- 1 c) Have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

Documents Referenced:

This Initial Study is referenced by the documents listed below. These documents are available for public review at the County of Fresno, Department of Public Works and Planning, Development Services and Capital Projects Division, 2220 Tulare Street, Suite A, Fresno, California (corner of M & Tulare Streets).

Fresno County General Plan, Policy Document and Final EIR

Fresno County Zoning Ordinance

Important Farmland 2016 Map, State Department of Conservation

Fire Hazard Severity Zones in LRA 2007 Map, State Department of Forestry and Fire Protection

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E202210000037

County of Fresno

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

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

FILED
FEB 18 2022 TIME 9:30am

FRESNO COUNTY CLERK
By *Jessica Munoz*
For County Clerk's DEPUTY
Jessica Munoz

Notice is hereby given that the County of Fresno has prepared Initial Study (IS) No. 8142 pursuant to the requirements of the California Environmental Quality Act for the following proposed project:

INITIAL STUDY NO. 8142 and CLASSIFIED CONDITIONAL USE PERMIT APPLICATION NO. 3722 filed by **FRANK RODRIGUEZ**, proposing to amend Classified Conditional Use Permit Application No. 3404 to allow expansion of a commercial nut processing operation on a 19.72-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District. The project site is located on the east side of N. Siskiyou Avenue approximately 870 feet north of its intersection with W. Olive Avenue and is located approximately 1.4 miles north of the city limits of the City of Kerman (1750 N. Siskiyou Avenue) (APN 015-315-25S) (SUP. DIST. 1). Adopt the Mitigated Negative Declaration prepared for Initial Study No. 8142, and take action on Classified Conditional Use Permit Application No. 3722 with Findings and Conditions.

(hereafter, the "Proposed Project")

The County of Fresno has determined that it is appropriate to adopt a Mitigated Negative Declaration for the Proposed Project. The purpose of this Notice is to (1) provide notice of the availability of IS No. 8142 and the draft Mitigated Negative Declaration, and request written comments thereon; and (2) provide notice of the public hearing regarding the Proposed Project.

Public Comment Period

The County of Fresno will receive written comments on the Proposed Project and Mitigated Negative Declaration from February 18, 2022 through March 18, 2022.

Email written comments to TKobayashi@FresnoCountyCA.gov, or mail comments to:

Fresno County Department of Public Works and Planning
Development Services and Capital Projects Division
Attn: Thomas Kobayashi
2220 Tulare Street, Suite A
Fresno, CA 93721

IS No. 8142 and the draft Mitigated Negative Declaration may be viewed at the above address Monday through Thursday, 9:00 a.m. to 5:00 p.m., and Friday, 8:30 a.m. to 12:30 p.m. (except holidays), or at www.co.fresno.ca.us/initialstudies. An electronic copy of the draft Mitigated

E202210000037

Negative Declaration for the Proposed Project may be obtained from Thomas Kobayashi at the addresses above.

Public Hearing

The Planning Commission will hold a public hearing to consider approving the Proposed Project and the Mitigated Negative Declaration on March 24, 2022, at 8:45 a.m., or as soon thereafter as possible, in Room 301, Hall of Records, 2281 Tulare Street, Fresno, California 93721. Interested persons are invited to appear at the hearing and comment on the Proposed Project and draft Mitigated Negative Declaration.

For questions please call Thomas Kobayashi (559) 600-4224.

Published: February 18, 2022

Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613
For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH #

Project Title: Classified Conditional Use Permit Application No. 3722 and Initial Study No. 8142

Lead Agency: County of Fresno, Department of Public Works and Planning Contact Person: Thomas Kobayashi
Mailing Address: 2220 Tulare Street, 6th Floor Phone: (559) 600-4224
City: Fresno Zip: 93721 County: Fresno

Project Location: County: Fresno City/Nearest Community: Kerman
Cross Streets: N. Siskiyou Avenue and W. Olive Avenue Zip Code:
Longitude/Latitude (degrees, minutes and seconds): Total Acres: 19.72 acres
Assessor's Parcel No.: 015-315-25S Section: 36 Twp.: 13S Range: 17E Base:
Within 2 Miles: State Hwy #: SR 180 Waterways:
Airports: Railways: Schools: Kerman High School

Document Type:

- CEQA: [] NOP [] Draft EIR NEPA: [] NOI Other: [] Joint Document
[] Early Cons [] Supplement/Subsequent EIR [] EA [] Final Document
[] Neg Dec (Prior SCH No.) [] Draft EIS [] Other:
[X] Mit Neg Dec Other: FONSI

Local Action Type:

- [] General Plan Update [] Specific Plan [] Rezone [] Annexation
[] General Plan Amendment [] Master Plan [] Prezone [] Redevelopment
[] General Plan Element [] Planned Unit Development [X] Use Permit [] Coastal Permit
[] Community Plan [] Site Plan [] Land Division (Subdivision, etc.) [X] Other: CUP Amendment

Development Type:

- [] Residential: Units Acres
[] Office: Sq.ft. Acres Employees Transportation: Type
[X] Commercial: Sq.ft. 178,472 Acres Employees Mining: Mineral
[] Industrial: Sq.ft. Acres Employees Power: Type MW
[] Educational: Waste Treatment: Type MGD
[] Recreational: Hazardous Waste: Type
[] Water Facilities: Type MGD Other:

Project Issues Discussed in Document:

- [X] Aesthetic/Visual [] Fiscal [X] Recreation/Parks [X] Vegetation
[X] Agricultural Land [X] Flood Plain/Flooding [X] Schools/Universities [X] Water Quality
[X] Air Quality [X] Forest Land/Fire Hazard [X] Septic Systems [X] Water Supply/Groundwater
[X] Archeological/Historical [X] Geologic/Seismic [X] Sewer Capacity [X] Wetland/Riparian
[X] Biological Resources [X] Minerals [X] Soil Erosion/Compaction/Grading [X] Growth Inducement
[] Coastal Zone [X] Noise [X] Solid Waste [X] Land Use
[X] Drainage/Absorption [X] Population/Housing Balance [X] Toxic/Hazardous [X] Cumulative Effects
[] Economic/Jobs [X] Public Services/Facilities [X] Traffic/Circulation [X] Other: Energy/Wildfire

Present Land Use/Zoning/General Plan Designation:

Commercial Nut Processing Facility and Ag. Production/AE-20 (Exclusive Agricultural, 20-acre minimum parcel size)/Agriculture

Project Description: (please use a separate page if necessary)

Amend Classified Conditional Use Permit Application No. 3404 to allow expansion of a commercial nut processing operation on a 19.72-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District.

File original and one copy with: Fresno County Clerk 2221 Kern Street Fresno, California 93721		Space Below For County Clerk Only. CLK-2046.00 E04-73 R00-00	
Agency File No: IS 8142	LOCAL AGENCY PROPOSED MITIGATED NEGATIVE DECLARATION		County Clerk File No: E-
Responsible Agency (Name): Fresno County	Address (Street and P.O. Box): 2220 Tulare St. Sixth Floor	City: Fresno	Zip Code: 93721
Agency Contact Person (Name and Title): Thomas Kobayashi Planner	Area Code: 559	Telephone Number: 600-4224	Extension: N/A
Project Applicant/Sponsor (Name): Frank Rodriguez	Project Title: Classified Conditional Use Permit Application No. 3722		
Project Description: Amend Classified Conditional Use Permit Application No. 3404 to allow expansion of a commercial nut processing operation on a 19.72-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District.			
Justification for Negative Declaration: Based upon the Initial Study prepared for Classified Conditional Use Permit Application No. 3722, staff has concluded that the project will not have a significant effect on the environment. It has been determined that there would be no impacts to Biological Resources, Energy, Mineral Resources, Population and Housing, Public Services, Recreation, Transportation, and Wildfire. Potential impacts related to Agricultural and Forestry Resources, Air Quality, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use Planning, Noise, and Utilities and Service Systems have been determined to be less than significant. Potential impacts relating to Aesthetics, Cultural Resources, and Tribal Cultural Resources have determined to be less than significant with compliance with recommended Mitigation Measures.			
FINDING: The proposed project will not have a significant impact on the environment.			
Newspaper and Date of Publication: Fresno Business Journal – February 11, 2022		Review Date Deadline: Planning Commission – March 24, 2022	
Date:	Type or Print Signature: David Randall Senior Planner	Submitted by (Signature): Thomas Kobayashi Planner	

State 15083, 15085

County Clerk File No.: _____

**LOCAL AGENCY
MITIGATED NEGATIVE DECLARATION**

Reviewing Agencies Checklist

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with an "X".
If you have already sent your document to the agency please denote that with an "S".


- | | |
|--|--|
| <input type="checkbox"/> Air Resources Board | <input type="checkbox"/> Office of Historic Preservation |
| <input type="checkbox"/> Boating & Waterways, Department of | <input type="checkbox"/> Office of Public School Construction |
| <input type="checkbox"/> California Emergency Management Agency | <input type="checkbox"/> Parks & Recreation, Department of |
| <input type="checkbox"/> California Highway Patrol | <input type="checkbox"/> Pesticide Regulation, Department of |
| <input checked="" type="checkbox"/> Caltrans District # <u>Fresno</u> | <input type="checkbox"/> Public Utilities Commission |
| <input type="checkbox"/> Caltrans Division of Aeronautics | <input checked="" type="checkbox"/> Regional WQCB # <u>Fresno</u> |
| <input type="checkbox"/> Caltrans Planning | <input type="checkbox"/> Resources Agency |
| <input type="checkbox"/> Central Valley Flood Protection Board | <input type="checkbox"/> Resources Recycling and Recovery, Department of |
| <input type="checkbox"/> Coachella Valley Mtns. Conservancy | <input type="checkbox"/> S.F. Bay Conservation & Development Comm. |
| <input type="checkbox"/> Coastal Commission | <input type="checkbox"/> San Gabriel & Lower L.A. Rivers & Mtns. Conservancy |
| <input type="checkbox"/> Colorado River Board | <input type="checkbox"/> San Joaquin River Conservancy |
| <input type="checkbox"/> Conservation, Department of | <input type="checkbox"/> Santa Monica Mtns. Conservancy |
| <input type="checkbox"/> Corrections, Department of | <input type="checkbox"/> State Lands Commission |
| <input type="checkbox"/> Delta Protection Commission | <input type="checkbox"/> SWRCB: Clean Water Grants |
| <input type="checkbox"/> Education, Department of | <input checked="" type="checkbox"/> SWRCB: Water Quality |
| <input type="checkbox"/> Energy Commission | <input type="checkbox"/> SWRCB: Water Rights |
| <input checked="" type="checkbox"/> Fish & Game Region # <u>Fresno</u> | <input type="checkbox"/> Tahoe Regional Planning Agency |
| <input type="checkbox"/> Food & Agriculture, Department of | <input type="checkbox"/> Toxic Substances Control, Department of |
| <input type="checkbox"/> Forestry and Fire Protection, Department of | <input type="checkbox"/> Water Resources, Department of |
| <input type="checkbox"/> General Services, Department of | <input checked="" type="checkbox"/> Other: <u>U.S. Fish and Wildlife Service</u> |
| <input type="checkbox"/> Health Services, Department of | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Housing & Community Development | |
| <input type="checkbox"/> Native American Heritage Commission | |

Local Public Review Period (to be filled in by lead agency)

Starting Date February 18, 2022 Ending Date March 18, 2022

Lead Agency (Complete if applicable):

Consulting Firm: <u>County of Fresno</u>	Applicant: <u>Frank Rodriguez</u>
Address: <u>2220 Tulare Street, 6th Floor</u>	Address: <u>1817 N. Helm Avenue, Suite 106</u>
City/State/Zip: <u>Fresno, CA 93721</u>	City/State/Zip: <u>Fresno, CA 93727</u>
Contact: <u>Thomas Kobayashi</u>	Phone: <u>(559) 251-1797</u>
Phone: <u>(559) 600-4224</u>	

Signature of Lead Agency Representative:  Date: 2/18/22

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.



County of Fresno

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

DATE: October 27, 2021

TO: Department of Public Works and Planning, Attn: Steven E. White, Director
Department of Public Works and Planning, Attn: Bernard Jimenez, Assistant Director
Development Services and Capital Projects, Attn: William M. Kettler, Division Manager
Development Services and Capital Projects, Attn: Chris Motta, Principal Planner
Development Services and Capital Projects, Current Planning, Attn: David Randall, Senior Planner
Development Services and Capital Projects, Policy Planning, ALCC, Attn: Mohammad Khorsand, Senior Planner
Development Services and Capital Projects, Zoning & Permit Review, Attn: Daniel Gutierrez/James Anders
Development Services and Capital Projects, Site Plan Review, Attn: Hector Luna
Development Services and Capital Projects, Building & Safety/Plan Check, CASp, Attn: Dan Mather
Resources Division, Solid Waste, Attn: Amina Flores-Becker
Development Engineering, Attn: Laurie Kennedy, Grading/Mapping
Road Maintenance and Operations, Attn: Nadia Lopez/Martin Querin/Wendy Nakagawa
Design Division, Transportation Planning, Attn: Mohammad Alimi/Dale Siemer/Brian Spaunhurst/Gloria Hensley
Water and Natural Resources Division, Attn: Glenn Allen, Division Manager; Roy Jimenez
Department of Public Health, Environmental Health Division, Attn: Deep Sidhu/Steven Rhodes/Kevin Tsuda
Agricultural Commissioner, Attn: Melissa Cregan
County Counsel, Attn: Alison Samarin, Deputy County Counsel
U.S. Fish and Wildlife Service, San Joaquin Valley Division, Attn: Matthew Nelson, Biologist
CA Regional Water Quality Control Board, Attn: Dale Harvey
CALTRANS, Attn: Dave Padilla
CA Department of Fish and Wildlife, Attn: Craig Bailey, Environmental Scientist & R4CEQA@wildlife.ca.gov
State Water Resources Control Board, Division of Drinking Water, Fresno District, Attn: Jose Robledo, Caitlin Juarez
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/Hector Franco, Director/Shana Powers, Cultural Specialist II
San Joaquin Valley Unified Air Pollution Control District (PIC-CEQA Division), Attn: PIC Supervisor
North Kings GSA, Attn: Kassy D. Chauhan, P.E. at kchauhan@fresnoirrigation.com

Fresno Irrigation District, Attn: Engr-Review@fresnoirrigation.com; Kassy D. Chauhan, P.E. at kchuhan@fresnoirrigation.com
Kings River Conservation District, Attn: Rick Hoelzel
North Central Fire Protection District, Attn: George Mavrikis, Fire Marshall

FROM: Thomas Kobayashi, Planner
Development Services and Capital Projects Division

SUBJECT: Initial Study No. 8142 and Classified Conditional Use Permit Application No. 3722

APPLICANT: Frank Rodriguez

DUE DATE: November 11, 2021

The Department of Public Works and Planning, Development Services and Capital Projects Division is reviewing the subject application proposing to allow amendment to CUP 3404 to allow expansion of an existing commercial nut processing operation on a 19.72-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District.

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 **November 11, 2021**. Any comments received after this date may not be used.

NOTE - THIS WILL BE OUR ONLY REQUEST FOR WRITTEN COMMENTS. 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, Thomas Kobayashi, 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) 600-4224, or email TKobayashi@FresnoCountyCA.gov.

TK
G:\4360Devs&PIn\PROJSEC\PROJDOCS\CUP\3700-3799\3722\ROUTING\CUP 3722 Routing Ltr.doc

Activity Code (Internal Review):2432

Enclosures



Fresno County Department of Public Works and Planning

Date Received: 9/29/21 CUP 3722 JS 8142 (Application No.)

MAILING ADDRESS: Department of Public Works and Planning Development Services and Capital Projects 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

APPLICATION FOR:

- Pre-Application (Type)
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:

Amend CUP 3404 to Allow Expansion of a Commercial Nut Processing operation

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: E. side of N. SISKIYOU AVE between W. MCKINLEY AVE and W. OLIVE AVE Street address: 1750 N. SISKIYOU AVE.

APN: 015-315-255 Parcel size: 20 AC Section(s)-Twp/Rg: S - T S/R E

ADDITIONAL APN(s):

I, Navdeep Singh Srani (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.

NAVDEEP SINGH SRANI 1752 N. SISKIYOU KERMAN CA 93430 (559) 846-8983

FRANK J. RODRIGUEZ 1817 N. HELM AVE #106 FRESNO CA 93727 (559) 251-1797

Representative (Print or Type) Address City Zip Phone

CONTACT EMAIL:

OFFICE USE ONLY (PRINT FORM ON GREEN PAPER)

Application Type / No.: CUP 3722 Fee: \$2,284.50
Application Type / No.: Pre-App 21-100003 Fee: \$ -247.00
Application Type / No.: Fee: \$
Application Type / No.: Fee: \$
PER/Initial Study No.: Fee: \$ 3901.00
Ag Department Review: Fee: \$ 13.00
Health Department Review: Fee: \$ 992.00
Received By: Thomas K Invoice No.: 217050 TOTAL: \$ 7,023.50

UTILITIES AVAILABLE:

WATER: Yes [] / No [] Agency:
SEWER: Yes [] / No [] Agency:

STAFF DETERMINATION: This permit is sought under Ordinance Section:

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

Related Application(s):

APN # - - -
APN # - - -
APN # - - -
APN # - - -

Zone District:

Parcel Size:

over.....



Development Services
and
Capital Projects
Division

Mail To:
STYLE-LINE
CONSTRUCTION
INC.(FRANK
RODRIGUEZ)
1817 N. HELM AVE. STE
106
FRESNO, CA 93727
Email To:
FRANK@STYLE-LINE.NET

Pre-Application Review

Department of Public Works and Planning

NUMBER: 21-100003
APPLICANT: STYLE-LINE CONSTRUCTION
INC.(FRANK RODRIGUEZ)
PHONE: (559) 647-2108

PROPERTY LOCATION: 1750 N SISKIYOU AVE, KERMAN, California, 93630, USA
APN: 015-315-25S ALCC: No Yes # VIOLATION NO. N/A
CNEL: No Yes (level) LOW WATER: No Yes WITHIN 1/4 MILE OF CITY: No Yes
ZONE DISTRICT: AE-20; SRA: No Yes HOMESITE DECLARATION REQ'D.: No Yes
LOT STATUS:

Zoning: (X) Conforms; () Legal Non-Conforming lot; () Deed Review Req'd (see Form #236)
Merger: May be subject to merger: No Yes ZM# Initiated In process
Map Act: () Lot of Rec. Map; () On '72 rolls; (X) Other CPMW 8088 ; () Deeds Req'd (see Form #236)

SCHOOL FEES: No Yes DISTRICT: Kerman Unified PERMIT JACKET: No Yes
FMFCD FEE AREA: (X) Outside () District No.: FLOOD PRONE: No Yes

PROPOSAL AMEND CUP 3404 TO ALLOW THE EXPANSION OF A COMMERCIAL NUT PROCESSING
OPERATION ON A 19.72-ACRE PARCEL IN THE AE-20 [EXCLUSIVE AGRICULTURAL, 20-AC MINIMUM PARCEL
SIZE] ZONE DISTRICT.

COMMENTS:
ORD. SECTION(S): 816.3-A BY: O. Ramirez DATE: 09/03/2021

GENERAL PLAN POLICIES:

LAND USE DESIGNATION: Agriculture () GPA:
COMMUNITY PLAN: () AA:
REGIONAL PLAN: (X) CUP: Amendment \$2,284.50
SPECIFIC PLAN: () JRA:
SPECIAL POLICIES: () JA:
SPHERE OF INFLUENCE: () AT:
ANNEX REFERRAL (LU-G17/MOU): () TT:

PROCEDURES AND FEES:

() MINOR VA:
(X) HD: \$992.00
(X) JAG COMM: \$93.00
(X) IS/PER*: \$3,901.00
() Viol. (35%):
() Other:

COMMENTS:

Filing Fee: \$ 7,270.50
Pre-Application Fee: - \$247.00
Total County Filing Fee: \$7,023.50

FILING REQUIREMENTS:

- (X) Land Use Applications and Fees
- (X) This Pre-Application Review form
- (X) Copy of Deed / Legal Description
- (X) Photographs
- () Letter Verifying Deed Review
- (X) IS Application and Fees* * Upon review of project materials, an Initial Study (IS) with fees may be required.
- (X) Site Plans - 4 copies (folded to 8.5"x11") + 1 - 8.5"x11" reduction
- (X) Floor Plan & Elevations - 4 copies (folded to 8.5"x11") + 1 - 8.5"x11" reduction
- (X) Project Description / Operational Statement (Typed)
- () Statement of Variance Findings
- () Statement of Intended Use (ALCC)
- () Dependency Relationship Statement
- () Resolution/Letter of Release from City of
Referral Letter #

OTHER FILING FEES:

- () Archaeological Inventory Fee: \$75 at time of filing
(Separate check to Southern San Joaquin Valley Info. Center)
- (X) CA Dept. of Fish & Wildlife (CDFW): (\$50) (\$50+\$2,406.75)
(Separate check to Fresno County Clerk for pass-thru to CDFW.
Must be paid prior to IS closure and prior to setting hearing date.)

By: Thomas Kobayashi DATE: 9/8/21
PHONE NUMBER: (559) 000 - 4224

NOTE: THE FOLLOWING REQUIREMENTS MAY ALSO APPLY:

- () COVENANT
- () MAP CERTIFICATE
- () PARCEL MAP
- () FINAL MAP
- () FMFCD FEES
- () ALUC or ALCC
- (X) SITE PLAN REVIEW
- (X) BUILDING PLANS
- (X) BUILDING PERMITS
- () WASTE FACILITIES PERMIT
- () SCHOOL FEES
- () OTHER (see reverse side)

PLU # 113 Fee: \$247.00
Note: This fee will apply to the application fee if the application is submitted within six (6) months of the date on this receipt.

RECEIVED
COUNTY OF FRESNO
SEP 29 2021
DEPARTMENT OF PUBLIC WORKS
AND PLANNING
DEVELOPMENT SERVICES DIVISION

OVER.....



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. 8142

Project No(s) CUP 3722

Application Rec'd.: 9/29/21

GENERAL INFORMATION

1. Property Owner: NAVDEP SINGH SRAN Phone/Fax: (559) 846-8983

Mailing Address: 1758 N. SISKIYOU AVE KERMAN CA 93630
Street City State/Zip

2. Applicant: FRANK RODRIGUEZ Phone/Fax: (559) 251-1797

Mailing Address: 1817 N. HELM AVE #100 FRESNO CA 93727
Street City State/Zip

3. Representative: _____ Phone/Fax: _____

Mailing Address: _____
Street City State/Zip

4. Proposed Project: AMEND CUP #3404 TO ADD PHASE 3 - 36972 SF. NOW FUTURE PH 4 ADDITION OF 52,000 SF AND FUTURE PH 5 FARM SHOP 90,000 SF.

5. Project Location: 1750 N. SISKIYOU AVE - KERMAN, CA. 93630

6. Project Address: SAME

7. Section/Township/Range: 1 1 8. Parcel Size: 20 AC.

9. Assessor's Parcel No. 015-315-255 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: A-E 20

14. Existing General Plan Land Use Designation¹: _____

ENVIRONMENTAL INFORMATION

15. Present land use: EXIST. ALMOND PROCESSING BLDG.
Describe existing physical improvements including buildings, water (wells) and sewage facilities, roads, and lighting. Include a site plan or map showing these improvements:

SEE ATTACHED.

Describe the major vegetative cover: _____

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

Is property in a flood-prone area? Describe:

NONE

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

North: GRAPE FARM - ALMOND ORCHARD

South: ROW CROPS - FARMING

East: GRAPE FARM

West: FARMING - ROW CROPS, ALMOND ORCHARD

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 X No

B. Daily traffic generation:

I. Residential - Number of Units	<u>0</u>
Lot Size	<u>ZOAC.</u>
Single Family	<u>0</u>
Apartments	<u>0</u>

II. Commercial - Number of Employees	<u>20</u>
Number of Salesmen	<u>0</u>
Number of Delivery Trucks	<u>0</u>
Total Square Footage of Building	<u>75,872</u> IS EXISTING, 116,500 STORAGE PROPOSED + 90,000 SHOP PROPOSED

III. Describe and quantify other traffic generation activities: EXISTING PROCESSING BUILDING WILL CONTINUE PER CUP 3404. NEW AREAS ARE STORAGE AND WILL REQUIRE NO SIGNIFICANT ADDITIONAL TRAFFIC ACTIVITIES

20. Describe any source(s) of noise from your project that may affect the surrounding area: DELIVERY TRUCKS AND ELECTRIC FORKLIFTS

21. Describe any source(s) of noise in the area that may affect your project: FARMING EQUIPMENT

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


23. Proposed source of water:

() private well

() community system³--name: _____ OVER.....

24. Anticipated volume of water to be used (gallons per day)²: 100-150 GAL. FOR SANITARY PURPOSES
25. Proposed method of liquid waste disposal:
 () septic system/individual
 () community system³-name EXISTING SEPTIC TO REMAIN, NEW PROPOSED SEPTIC TANK
26. Estimated volume of liquid waste (gallons per day)²: 100-150/DAY
27. Anticipated type(s) of liquid waste: WATER
28. Anticipated type(s) of hazardous wastes²: NONE
29. Anticipated volume of hazardous wastes²: NONE
30. Proposed method of hazardous waste disposal²: _____
31. Anticipated type(s) of solid waste: PLASTIC AND WOOD PACKAGING MATERIAL
32. Anticipated amount of solid waste (tons or cubic yards per day): 1/4 TON/DAY
33. Anticipated amount of waste that will be recycled (tons or cubic yards per day): 1/4 TON/DAY
34. Proposed method of solid waste disposal: PRIVATE COMPANY BIN
35. Fire protection district(s) serving this area: FRESNO COUNTY FIRE PROTECTION DIST.
36. Has a previous application been processed on this site? If so, list title and date: CUP 3404 4.4.2013
37. Do you have any underground storage tanks (except septic tanks)? Yes _____ No X
38. If yes, are they currently in use? Yes _____ No _____

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


 SIGNATURE

9.10.2021
 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, 2021: \$3,445.25 for an EIR; \$2,480.25 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.

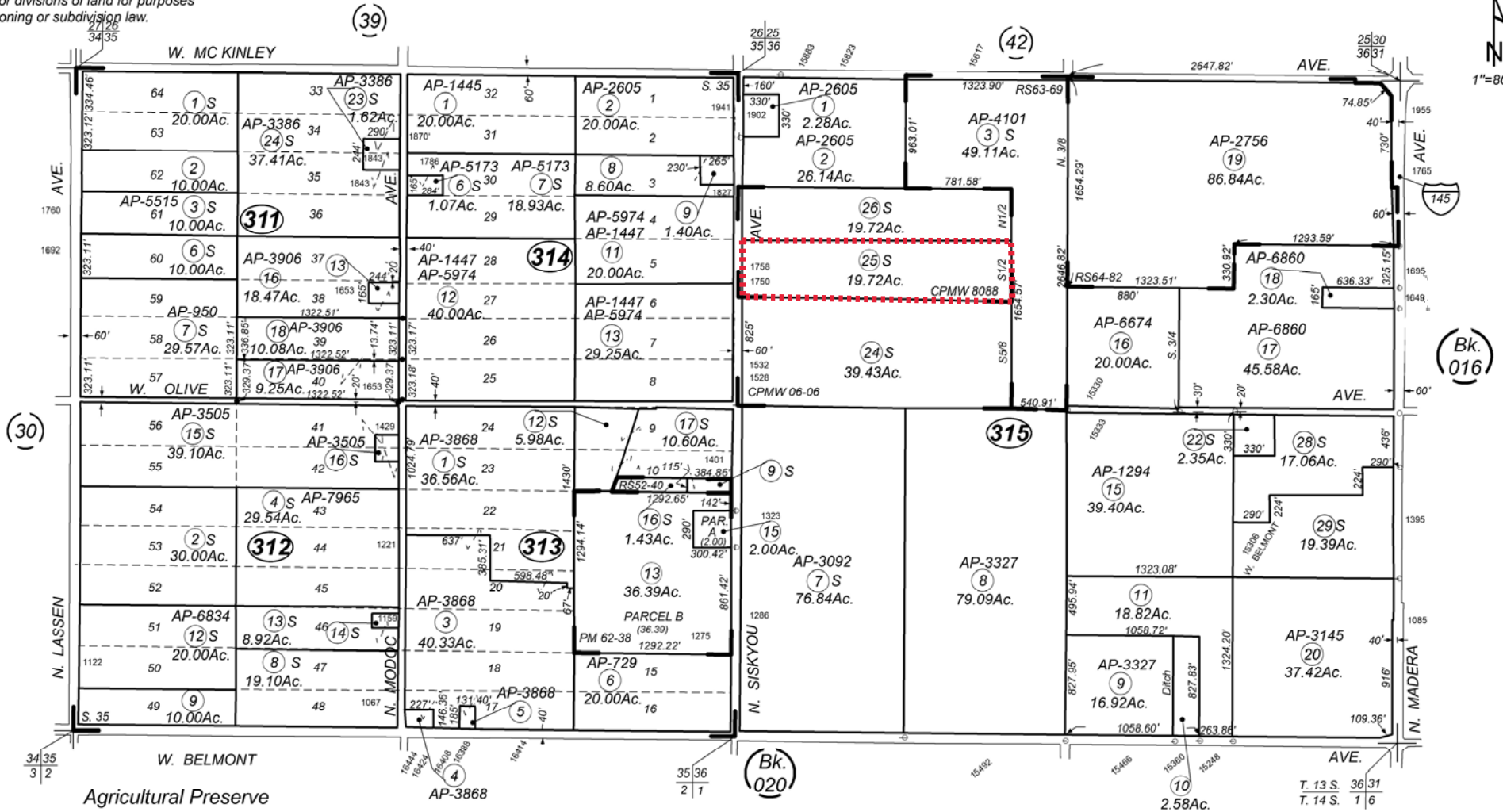
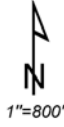
Upon completion of the Initial Study you will be notified of the applicable fee. Payment of the fee will be required before your project will be forwarded to the project analyst for scheduling of any required hearings and final processing. The fee will be refunded if the project should be denied by the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


Applicant's Signature


Date

-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
Fresno Irrigated Farms Company Tract:
Subdivision of Section 35 - R.S. Bk. 5, Pg. 6
Parcel Map No. 7870 - Bk. 62, Pgs. 38 & 39

Certificate of Parcel Map Waiver No. 06-06 - Doc. 242255, 11-15-06
Certificate of Parcel Map Waiver No. 8088 - Doc. 161919, 11-8-12
Record of Survey - Bk. 52, Pg. 40
Record of Survey - Bk. 63, Pg. 69
Record of Survey - Bk. 64, Pg. 82


Assessor's Map Bk.015 - Pg.31
County of Fresno, Calif.

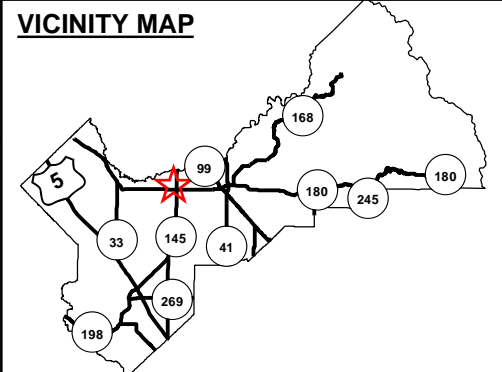
Note - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

LOCATION MAP

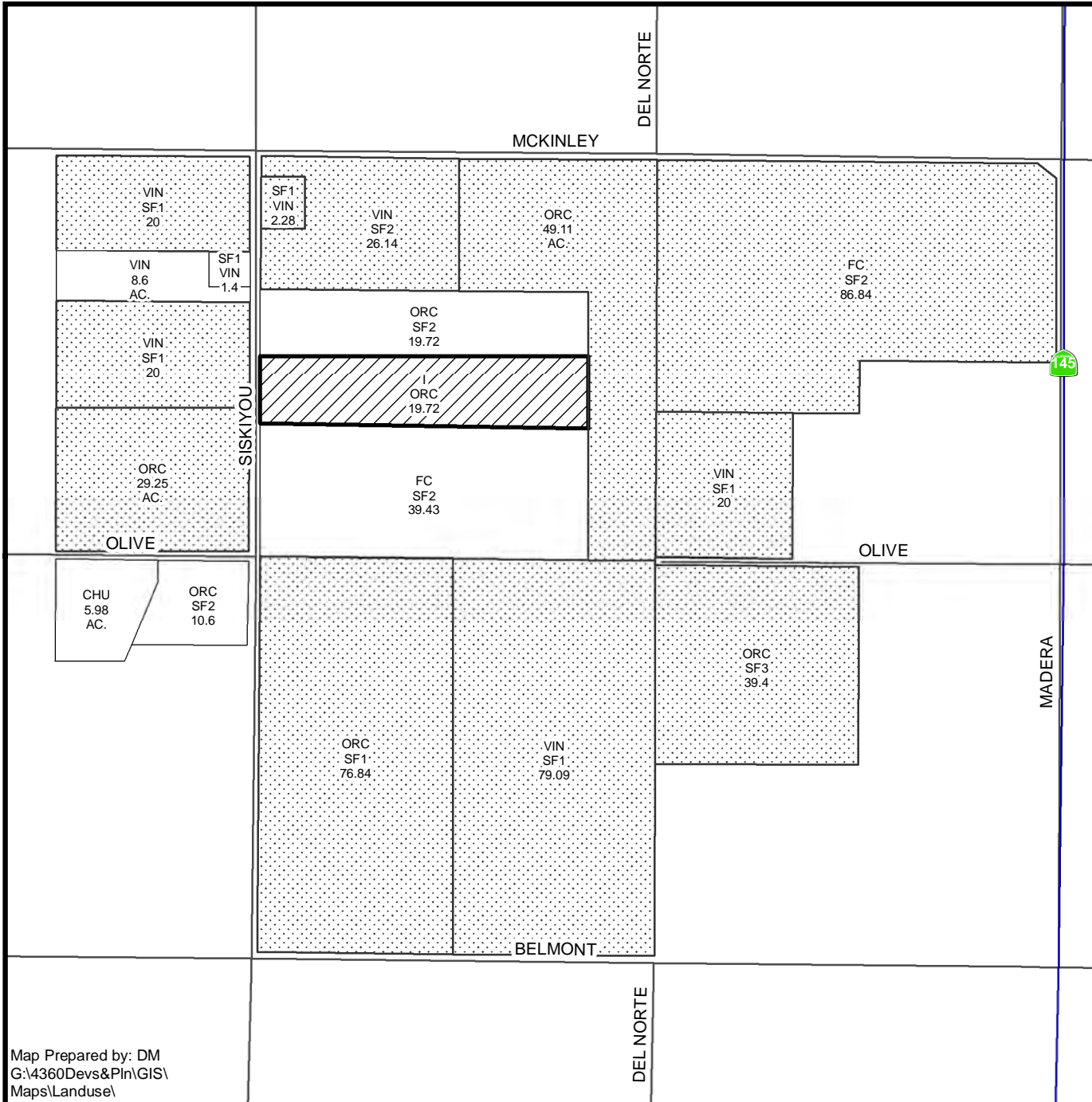


Legend

 Subject Property

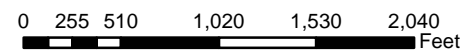


EXISTING LAND USE MAP



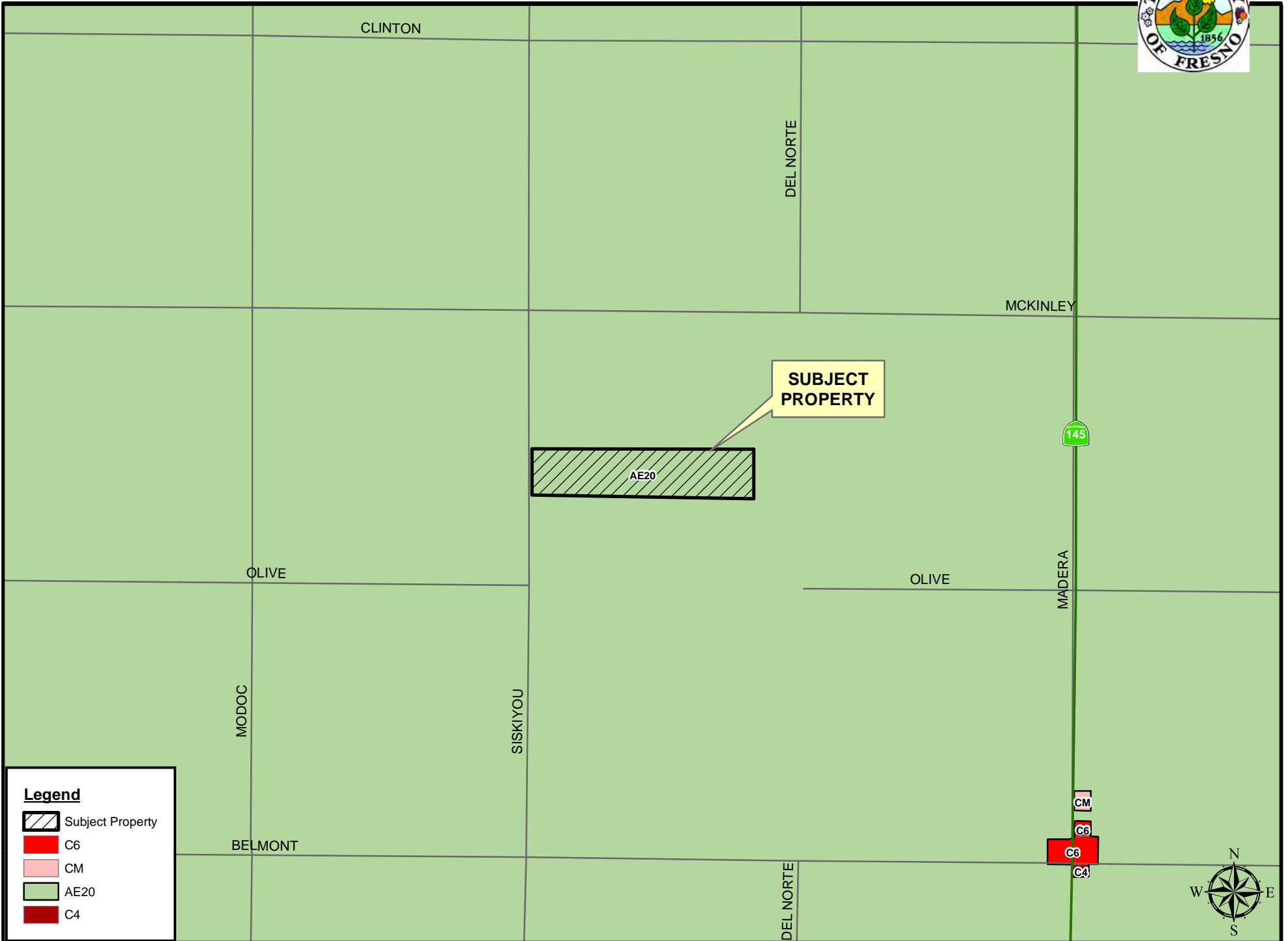
- LEGEND**
- CHU - CHURCH
 - FC - FIELD CROP
 - I - INDUSTRIAL
 - ORC - ORCHARD
 - SF# - SINGLE FAMILY RESIDENCE
 - VIN - VINEYARD

- LEGEND:**
- Subject Property
 - Ag Contract Land



Department of Public Works and Planning
Development Services Division

EXISTING ZONING MAP



154
Recording Requested by
Chicago Title Company

45002444-sm

FWFM-4502009410-sm

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
AgAmerica Lending LLC
4030 South Pipkin Road
Lakeland, Florida, 33811

Fresno County Recorder
Paul Dictos, CPA

2021-0034405

Recorded at the request of:
CHICAGO TITLE FRESNO - 7330

03/01/2021 09:30 34

Titles: 3 Pages: 38

Fees: \$168.00

CA SB2 Fees: \$225.00

Taxes: \$0.00

Total: \$393.00

Assessor's Parcel Nos.: 003-100-01; 003-100-01; 003-080-06; 003-080-07; 003-080-08; 015-315-25s; 001-300-10; 003-020-04; 003-040-01; 091-160-006; 091-170-001; 091-170-006; 091-053-001; 003-060-13; 001-280-26; 003-040-04; 003-030-15s; 003-030-15s; 003-030-15s; 003-030-24s; 091-190-005; 091-190-006; 003-020-09; 003-020-08; 045-170-62s; 045-170-86s; 423-173-068

Space Above This Line for Recorder's Use

THIS INSTRUMENT EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS FOR RECORDING IN EACH OF THE COUNTIES IN WHICH THE PROPERTY DESCRIBED IS SITUATED

**DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT, AND FIXTURE FILING**

THIS DEED OF TRUST ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER THE CALIFORNIA COMMERCIAL CODE

This Deed of Trust With Absolute Assignment of Rents and Leases, Security Agreement, and Fixture Filing (the "Deed of Trust") is made as of February 22nd, 2021, by **S3 GROUP, LLC**, a California limited liability company, whose address is 1758 N. Siskiyou Ave., Kerman, California 93630, **NAVDEP SINGH SRAN AND SUKHWINDER KAUR SRAN, CO-TRUSTEES, AS COMMUNITY PROPERTY, OR THEIR SUCCESSOR IN TRUST, UNDER THE 2005 SRAN FAMILY REVOCABLE TRUST, DATED AUGUST 10, 2005, AND ANY AMENDMENTS THERETO**, whose address is 1758 N. Siskiyou Ave., Kerman, California 93630, **NAVDEP SINGH SRAN AND SUKHWINDER KAUR SRAN, CO-TRUSTEES, UNDER THE 2005 SRAN FAMILY REVOCABLE TRUST**, whose address is 1758 N. Siskiyou Ave., Kerman, California 93630, and **SRAN VINEYARDS, LLC**, a California limited liability company, whose address is 1758 N. Siskiyou Ave., Kerman, California 93630 (individually and collective hereinafter referred to as "Trustor"), in favor of **CHICAGO TITLE COMPANY**, whose address is 2540 West Shaw Lane #112, Fresno, California 93711 (the "Trustee"), for the benefit of **AGAMERICA LENDING LLC**, an Florida limited liability company, whose address is 4030 S. Pipkin Road, Lakeland, Florida 33811, on behalf of the holders of the Indebtedness (the "Beneficiary" or "Lender"). The address of the entity holding the lien created by this instrument is **AGAMERICA LENDING LLC**, a Florida limited liability company, whose address is 4030 S. Pipkin Road, Lakeland, Florida 33811.

WITNESSETH:

Trustor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of and to secure repayment in accordance with the terms of the Promissory Notes (as defined below) of NAVDEP SRAN dba NAVDEP SRAN FARMS, a proprietorship, SRAN FAMILY ORCHARDS, INC, a California corporation, DIAMOND WEST FARMING COMPANY, INC., a California corporation, S3 GROUP, LLC, a California limited liability company, SRAN ALMONDS, LLC, a California limited liability company, SRAN VINEYARDS, LLC, a California limited liability company SRAN CHILDREN ALMONDS, LLC, a California limited liability company, N.S. FARMS, INC., a California corporation, and NAVDEP SINGH SRAN AND SUKHWINDER KAUR SRAN, CO-TRUSTEES, AS COMMUNITY PROPERTY, OR THEIR SUCCESSOR IN TRUST, UNDER THE 2005 SRAN FAMILY REVOCABLE TRUST, DATED AUGUST 10, 2005, AND ANY AMENDMENTS THERETO (individually and collectively, the "Borrowers"), does hereby irrevocably and unconditionally, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, PLEDGE, TRANSFER, WARRANT AND SET OVER to the Trustee, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, and to its successors and assigns, in trust for the benefit of the Beneficiary, (a) all the real property, water, water rights, ditches, ditch rights, storage rights, permits, licenses, certificates and shares of stock, located in Fresno, Merced, and Monterey Counties, State of California, described in Exhibit A attached hereto and incorporated herein and; (b) all the property and rights described in Exhibit B attached hereto and by this reference incorporated herein, whether now owned and in existence in connection with the real property on the date hereof or hereafter acquired; (collectively, the "Property").

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in, to or under all leases (including grazing permits, leases and oil and gas leases) or subleases covering the Property or any portion thereof during the period in which this Deed of Trust is in effect, whether now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto; all wind machines attached, appurtenant, or located thereon; and all water, water rights, water appropriations, irrigation works, lines, pivots, drip lines, hand-lines, wheel lines, pumps, motors, equipment and electric panels of every kind and nature, ditches, canals, wells, franchises upon, leading to or connected with said property, in addition to any replacements, substitutions and additions thereto, and all other rights and privileges now or hereafter owned by Trustor, or belonging to, with, leading to, connected with, or usually had or enjoyed in connection with the Property or appurtenant thereto, whether represented by shares of capital stock in any ditch company, irrigation company, irrigation district or water association, including without limitation the Central California Irrigation District, the Fresno Irrigation District, and the Westlands Water District, by voting or other rights or interests with respect thereto or by actual individual ownership, or which may hereafter be acquired by Trustor, during the existence of this Deed of Trust;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any road adjoining the Property;

TOGETHER WITH all bushes groves, trees, plants, vines or other plantings upon or under the Land ("Plantings") A Permanent Crop Rider is attached as Exhibit C, executed by Trustors and incorporated herein.;

TOGETHER WITH crops grown, growing or to be grown on or under the Land (including all such crops following severance from the Land and seed and propagative portions of plants ("Crops");

TOGETHER WITH any and all buildings, structures, fences, pipelines, pipes, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now located or hereafter erected thereon or used in connection therewith, including, but not limited to, the fixtures, attachments, equipment, machinery, and other articles attached to said buildings and improvements (collectively, the "Improvements"), but not including farm machinery and vehicles;

TOGETHER WITH, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Collateral (as defined below); and

TOGETHER WITH all accounts, inventory, and accounts arising out of, or in connection with, the Property (including accounts receivables, all leases, bonuses, royalties, subleases, franchises, rents, issues, profits and income in connection with the Property, and all the estate, right, title and interest of every nature whatsoever of the Trustor in and to the same), whether now owned or hereafter acquired. Trustor will execute such assignments as Beneficiary may from time to time reasonably request, which shall include, but not be limited to, assignments of rents, issues and profits in reasonable form acceptable to Beneficiary. Trustor shall pay the cost of recording any such assignments. Beneficiary is authorized to notify any or all lessees, tenants or occupants of all or part of said Property of the assignment of rents, issues or profits made hereunder or under any such special assignments. Neither Trustee nor Beneficiary shall have any personal liability or be responsible for the performance of Trustor's covenants under any of said leases or rentals. Neither Trustee nor Beneficiary shall be liable to Trustor for any action taken or omitted in connection with any such leases or rentals or the operation of said Property. Until the occurrence of a default as hereinafter provided, Trustor may use and occupy the Property and receive all rents, issues and profits thereof.

The entire estate, property (both real and personal) and interest hereby conveyed to Trustee in trust may hereafter collectively be referred to as the "Collateral." All property except the real property may hereinafter be referred to as the "Personal Property." Personal Property does not include farm machinery, vehicles, livestock, household furnishings, household appliances or unattached household fixtures, or any income therefrom. The parties acknowledge that the lien on the Personal Property created hereunder is a blanket lien, and that there may be some items of Personal Property described on Exhibit B hereto that do not exist on the date hereof but that may be hereafter acquired.

FOR THE PURPOSE OF SECURING:

- a. Payment of the indebtedness in the original principal amount of the following Promissory Notes executed by the Borrowers, which have been delivered to and are payable to the order of Beneficiary (collectively, the "Promissory Notes"):
 1. **Nine Million Nine Hundred Thousand and No/100ths Dollars (\$9,900,000.00)**, of even date herewith [Loan No. 22003088];
 2. **Twenty-One Million Five Hundred Thousand and No/100ths Dollars (\$21,500,000.00)**, of even date herewith [Loan No. 22003091];
 3. **Twenty Million and No/100ths Dollars (\$20,000,000.00)**, of even date herewith [Loan No. 22003092];
 4. **Eight Million Two Hundred Thousand and No/100ths Dollars (\$8,200,000.00)**, dated May 7, 2020, as amended on November 19, 2020 [Loan No. 22001616];
 5. **Ten Million and No/100ths Dollars (\$10,000,000.00)**, dated May 7, 2020, as amended on November 19, 2020 [Loan No. 22001617];

6. **Two Million Five Hundred Sixty-Seven Thousand Five Hundred and No/100ths Dollars (\$2,567,500.00)**, dated June 5, 2020, as amended on or about July 10, 2020, and November 19, 2020 [Loan No. 22001949];
7. **Thirteen Million Two Hundred Fifty Thousand and No/100ths Dollars (\$10,000,000.00)**, dated November 19, 2020 [Loan No. 22003086]; and
8. **Nine Million Two Hundred Fifteen Thousand and No/100ths Dollars (\$9,215,000.00)**, dated November 19, 2020 [Loan No. 22003087];

together with interest on the unpaid balance thereof, from date of funding by the Beneficiary until paid at an interest rate and other such requirements as set in the Promissory Notes and subject to adjustment by the Lender pursuant to their terms, and which by this reference are hereby made a part hereof, together with any and all modifications, extensions and renewals thereof; both principal and interest and all other indebtedness accruing hereunder or thereunder being payable in lawful money of the United States which shall be legal tender for the payment of all debts and dues, public and private, at the time of payment, at the address set forth on the Promissory Notes or at such other place as may be designated in writing by the Beneficiary;

Lender: AgAmerica Lending LLC

Borrowers: NAVDEP SRAN dba NAVDEP SRAN FARMS, a proprietorship, SRAN FAMILY ORCHARDS, INC, a California corporation, DIAMOND WEST FARMING COMPANY, INC., a California corporation, S3 GROUP, LLC, a California limited liability company, SRAN ALMONDS, LLC, a California limited liability company, SRAN VINEYARDS, LLC, a California limited liability company, SRAN CHILDREN ALMONDS, LLC, a California limited liability company, N.S. FARMS, INC., a California corporation; and NAVDEP SINGH SRAN AND SUKHWINDER KAUR SRAN, CO-TRUSTEES, AS COMMUNITY PROPERTY, OR THEIR SUCCESSOR IN TRUST, UNDER THE 2005 SRAN FAMILY REVOCABLE TRUST, DATED AUGUST 10, 2005, AND ANY AMENDMENTS THERETO

VARIABLE RATE OF INTEREST. The Promissory Notes, the Loan Agreements (as defined below), and the other loan documents secured by this Deed of Trust contain provisions allowing for changes in the interest rate from time to time during the term of the indebtedness.

- b. Performance of all obligations of Trustor under any loan application, report, commitment letter, loan agreement, mortgage, deed of trust, security agreement, financing statement, assignment, assignment of bonuses, rentals and royalties, intercreditor agreement, subordination agreement, collateral assignment, power of attorney (limited or otherwise), or other agreement given as security for the Promissory Notes or entered into in connection with the transactions contemplated hereby, (collectively, with the Promissory Notes, the Loan Agreements (as such term is defined below) and this Deed of Trust, the "Loan Documents"), but specifically excluding any Unsecured Environmental Indemnity Agreement by and between Trustor and Borrowers and Beneficiary and the Guaranties of even date herewith.
- c. Payment of all sums advanced by Trustee or Beneficiary to protect the Collateral, with interest thereon at the rates set forth in the Promissory Notes; and

- d. Performance of all obligations of any guarantor of any of the obligations of Trustor contained in the Loan Documents or any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby or thereby.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES:

**ARTICLE I
COVENANTS AND AGREEMENTS OF TRUSTOR**

Trustor hereby represents, covenants and agrees:

1.01. Title. That at the time of delivery hereof, Trustor is the lawful owner of the property hereinabove granted, and is seized of good, marketable and indefeasible title in fee simple therein, free and clear of all encumbrances, and that Trustor will warrant and defend the same in the quiet and peaceful possession of the Trustee or Beneficiary, its or their successors and assigns, forever, against the claims of all persons whomsoever.

1.02. Payment of Secured Obligations. That Borrower has executed and delivered to Beneficiary the Promissory Notes; that Borrower has executed and delivered to Beneficiary the Loan Agreements dated as of the date of the respective Promissory Notes to which they relate by and among the Borrower and the Beneficiary (the "Loan Agreements"); that Trustor has executed and delivered to Beneficiary this Deed of Trust; that Trustor shall pay when due the principal of, and the interest on, the indebtedness evidenced by the Promissory Notes, charges, fees and all other sums as provided in the Loan Documents, and the principal of, and interest on, any future advances secured by this Deed of Trust.

1.03. Maintenance, Repair, Alterations and Good Standing. To keep the Collateral in good condition and repair, not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Property and promptly restore in like manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Collateral or any part thereof; not to commit, suffer or permit any waste or deterioration of the Collateral; not to commit, suffer or permit any act to be done in or upon the Collateral in violation of any law, ordinance or regulation; in the event the Trustor is a corporation, partnership, limited liability company, cooperative, business trust or other entity, to keep the Trustor in existence and in good standing.

1.04. Required Insurance. To at all times provide, maintain and keep in force the following policies of insurance:

- a. If Trustor constructs or installs improvements on the Property that were not existing on the Property on the date of this Deed of Trust, then Beneficiary may require that Trustor keep and maintain in force with respect to said improvements such of the following policies of insurance ("insurance" or "policies of insurance") as may be reasonably requested. Insurance may, in the discretion of Trustor, be in the form of individual policies or blanket policies covering other improvements.
- b. Physical hazard insurance covering the perils of fire, flood, tornado, lightning, and extended coverage in an amount equal to at least the full insurable value of the

Collateral, and such additional coverage as Beneficiary may from time to time reasonably require.

- c. Such other insurance, and in such amounts, as may from time to time reasonably be required by Beneficiary against the same or other hazards.
- d. All policies of insurance required by the terms of this Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Trustor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of setoff, counterclaim of deductions against Trustor.

1.05. Delivery of Policies, Payment of Premiums. That all policies of insurance shall be issued by companies and in amounts in each company satisfactory to Beneficiary. All policies of insurance shall have attached thereto a lender's loss payable endorsement for the benefit of Beneficiary in form satisfactory to Beneficiary. Trustor shall furnish Beneficiary copies of all policies of required insurance. All such policies shall contain a provision that such policies will not be canceled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Beneficiary. In the event Trustor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary the policies of insurance required by this Section, Beneficiary may procure such insurance or single-interest insurance for such risks covering Beneficiary's interest, and Trustor will pay all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Trustor the amount of all such premiums together with interest thereon at the rate provided in the Promissory Notes shall be secured by this Deed of Trust.

WARNING

UNLESS BORROWER PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY THE LOAN AGREEMENT, THIS DEED OF TRUST, THE PROMISSORY NOTES, OR THE LOAN DOCUMENTS, LENDER MAY PURCHASE INSURANCE AT BORROWER'S EXPENSE TO PROTECT ITS INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT TRUSTOR'S INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE LENDER PURCHASES MAY NOT PAY ANY CLAIM TRUSTOR MAKES OR ANY CLAIM MADE AGAINST TRUSTOR. TRUSTOR MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT TRUSTOR HAS OBTAINED PROPERTY COVERAGE ELSEWHERE.

BORROWER IS RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY LENDER. THE COST OF THIS INSURANCE MAY BE ADDED TO BORROWER'S CONTRACT OR LOAN BALANCE. IF THE COST IS ADDED TO BORROWER'S CONTRACT OR LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING CONTRACT OR LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE BORROWER'S PRIOR COVERAGE LAPSED OR THE DATE BORROWER FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE LENDER PURCHASES MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE BORROWER CAN OBTAIN ON BORROWER'S OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

1.06. Insurance Proceeds. That after the happening of any casualty to the Collateral or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary.

- a. In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, (ii) to the restoration of the Improvements, provided the Improvements are restored to good working condition, or (iii) to Trustor; provided that at Trustor's election, the insurance proceeds shall be applied to restoration of the Improvements if Trustor is not then in default under the Promissory Notes or the other Loan Documents and establishes to Beneficiary's reasonable satisfaction that the insurance proceeds together with Trustor's other resources, if required, would be sufficient to restore the Improvements to a condition satisfactory for operation of Trustor's agricultural business.
- b. In the event of such loss or damage all proceeds of insurance shall be payable to Beneficiary, and Trustor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Beneficiary. After applying the proceeds to all indebtedness secured hereby, the balance of such proceeds, if any, shall be promptly paid to Trustor. Beneficiary is hereby authorized and empowered by Trustor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance.
- c. Except to the extent that insurance proceeds are received by Beneficiary and applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Trustor from repairing or maintaining the Collateral or restoring all damage or destruction to the Collateral, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in an amount, and the application or release by Beneficiary, of any insurance proceeds shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

1.07. Assignment of Policies Upon Foreclosure. That in the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Collateral in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Trustor in and to all policies of insurance required by this Section shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Collateral.

1.08. Indemnification; Subrogation; Waiver:

- a. If Trustee, Beneficiary or any of its members, officers, employees and agents (each in its capacity as an indemnified party, a "Beneficiary Indemnatee") is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, concerning this Deed of Trust or the Collateral or any part thereof or interest therein or the occupancy thereof by Trustor, then Trustor shall indemnify, defend, protect and hold harmless each Beneficiary Indemnatee from and against any and all claims, losses, liabilities, damages, assessments, adjustments, costs and expenses (including specifically, but without limitation, attorneys' fees and expenses of investigation incurred by counsel of such Beneficiary Indemnatee's choosing) (collectively, "Damages") incurred by such Beneficiary Indemnatee in connection with such suit or proceeding, unless such Damages arise as a direct result of the gross negligence or willful misconduct of the Beneficiary. If Trustee or Beneficiary commences any action against Trustor to enforce any of the terms hereof or because of the breach by Trustor of any of the terms hereof, or for the recovery of any such secured hereby, Trustor shall pay to the Trustee or Beneficiary (as applicable) such party's attorney's fees and expenses, and the right to such attorney's fees and expenses shall be deemed to have accrued whether or not incurred in connection with litigation, and if incurred in connection with litigation, shall include but not be limited to such fees, expenses, and costs as

are incurred at trial and on appeal or discretionary review, and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term of this Deed of Trust, Trustee and Beneficiary may employ an attorney or attorneys to protect its respective rights hereunder, and in the event of such employment following any breach by Trustor, Trustor shall pay Trustee or Beneficiary (as applicable) such party's attorney's fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of breach.

- b. Trustor waives any and all right of claim or recovery against Trustee, Beneficiary, its members, officers, employees and agents, for loss of or damage to Trustor, the Collateral, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.
- c. All sums payable by Trustor hereunder shall be paid without notice, demand counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Collateral or any part thereof; (ii) any restriction or prevention of or interference with any use of the Collateral or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the improvements or any part thereof by title paramount or otherwise; (iv) subject to provisions of applicable law, any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by the Trustee or any other trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim which Trustor has or might have against Trustee, Beneficiary or Borrower (or any of them); (vi) any default or failure on the part of Trustee or Beneficiary to perform or comply with any of the terms hereof or of any other agreement with Trustor or any Borrower; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, and except as otherwise prohibited by applicable law, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor.
- d. To the extent applicable and permitted by law, the Trustor waives all homestead exemption rights relating to the Collateral.
- e. To the extent permitted by law, the Trustor expressly agrees that the Promissory Notes, or any payment thereunder, may be extended from time to time, or the terms of payment or interest may otherwise be varied by agreement with any person now or hereafter liable for payment of the Promissory Notes (including without limitation conversion of the Promissory Notes to another product in accordance with the terms and provisions thereof), without in any way affecting the obligations of the Trustor hereunder or the lien, encumbrance and security interest created hereby.

1.09. Taxes and Impositions.

- a. Trustor agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation payments with respect to water rights (collectively, the "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same together with any accrued

interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

- b. Trustor covenants to furnish Beneficiary within forty-five (45) days after the date upon which any such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payments thereof.
- c. Trustor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in this Section.

1.10. Power and Utilities. Trustor agrees to pay when due all power and utility charges which are incurred by Trustor for the benefit of the Collateral or which may become a charge or lien against the Collateral.

1.11. Water Rights. Trustor represents and warrants that the water, water rights, water appropriations appurtenant to or otherwise serving, benefiting or being used upon the Property presently does afford, and shall be maintained during the Loan Term as defined in the Loan Documents at a level and of a nature sufficient to provide, the continuing, enforceable right to receive water on the Property from such sources, in such quantities and at such times and locations as has historically been available to the Property without interruption or substantially increased cost and in any event, based on current projections, sufficient to provide adequate water and/or drainage to continue the current and proposed operations on the Property. All existing water, water rights, water appropriations benefiting or available to the Property shall be maintained in full force and effect for the benefit of the Property by Trustor and applied to beneficial use so as to maintain the validity and priority of such rights. Trustor shall fully comply with, and not permit a default to occur under any water licenses, permits or delivery contracts used to provide water to the Property, and shall timely exercise all renewal or extension rights in such contracts. Trustor shall not modify, amend or terminate any water, water rights, water appropriations benefiting the Property without Beneficiary's prior written consent. Trustor shall comply with the rules, regulations and ordinances of any water district, water agency or groundwater management agency in which the Property or any portion thereof is located and pay all related fees and assessments prior to delinquency. All irrigation wells and related facilities used to deliver irrigation water to any portion of the Property shall remain physically located within the boundaries of such Property or the subject of valid, enforceable easements appurtenant to the Property and encumbered hereby. If the use of any irrigation facilities or water serving the Property requires consent or the use of other property, Trustor shall maintain in effect all requisite easements or other legally enforceable and assignable rights to use such facilities and/or water to service the Property. Trustor shall notify Beneficiary if the irrigation water supply to any portion of the Property is interrupted or subject to interruption for any reason other than temporarily for routine maintenance or repairs in a manner that does not impair the operation of the Property.

1.12 Actions by Beneficiary to Preserve Property. That should Trustor fail to make any payment or to do any act as and in the manner provided in the Loan Documents, Beneficiary, in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may reasonably make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefore by Beneficiary, pay all reasonable costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

That in the event Beneficiary is called upon to pay any sums of money to protect this Deed of Trust and the Promissory Notes secured hereby as aforesaid, all monies advanced or due hereunder shall become

immediately due and payable, together with interest at a rate as is set forth in the Promissory Notes for regular and default interest.

1.13. Survival of Warranties. To fully and faithfully satisfy and perform the obligations of Trustor contained in the Loan Documents. All representations, warranties and covenants of Borrower contained therein shall survive the close of escrow and funding of the loan evidenced by the Promissory Notes and shall remain continuing obligations, warranties and representations of Borrower during any time when any portion of the obligations secured by this Deed of Trust remain outstanding.

1.14. Eminent Domain. That should the Collateral, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary.

- a. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary may require.

1.15. Additional Security. That in the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.16. Successors and Assigns. That this Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of any of the Promissory Notes, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

1.17. Inspections. That Beneficiary, or its agents, representatives or workmen, upon giving reasonable notice to Trustor, are authorized to enter at any reasonable time upon or in any part of the Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Documents.

1.18. Liens. To pay and promptly discharge, at Trustor's cost and expense, all liens, encumbrances and charges upon the Collateral, or any part thereof or interest therein (other than purchase money security interests on Personal Property not owned by the Borrower on the date hereof but hereafter acquired). Trustor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Trustor shall first deposit with Beneficiary a bond or other security satisfactory to Beneficiary in such amounts as Beneficiary shall reasonably require, but not more than one and one-half (150%) of the amount of the claim, and provided further that Trustor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Trustor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

1.19. Other Mortgages or Deeds of Trusts. That Trustor will not create, assume or suffer to exist in respect of the Collateral, or any part thereof, any mortgage or security agreement other than this Deed of Trust without the Beneficiary's prior express written consent.

1.20. Financial Statements. That Trustor will cause to be delivered to Lender, without expense to Lender, such financial records and information as are required by the Lender from time to time.

1.21. Trustor's Waiver of Certain Rights. The Trustor waives to the extent not prohibited by applicable law that cannot be waived (a) the benefit of all laws now existing or hereafter enacted providing for any appraisal before sale of any portion of the Collateral, (b) the benefit of all laws now existing or hereafter enacted in any way extending the time for enforcement or collection of the obligations contained in the Loan Documents, (c) all benefit that might accrue to Trustor by virtue of any present or future statute of limitations or law or judicial decision exempting the Collateral from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption, moratorium, or extension of time for payment, and (d) all notices of Beneficiary's or, as applicable, Trustee's election to exercise or its actual exercise of any right, remedy or recourse provided for under the Loan Documents or at law or in equity. To the extent it may lawfully do so, the Trustor agrees that it will not at any time insist upon, plead, claim or take the benefit or advantage of, any law now or hereafter in force providing for any appraisal, valuation, stay or extension, and the Trustor hereby waives and releases all rights of valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the obligations contained in the Loan Documents and marshaling in the event of foreclosure of the liens hereby created. To the extent permitted by applicable law, neither the Trustee nor the Beneficiary shall be required in connection with any foreclosure, pursuant to any power of sale herein granted, or in connection with any deed in lieu of foreclosure, to foreclose, to sell or to take a deed in lieu of foreclosure, covering all or any specific portion of the Collateral and the Beneficiary may elect to cause the Trustee to foreclose, to sell or to take a deed in lieu of foreclosure to all or any portion of the Collateral and the Trustee and the Beneficiary's rights in connection with any foreclosure, pursuant to the power of sale herein granted, or in connection with any deed in lieu of foreclosure hereunder granted by the Trustor, may be exercised in any combination with respect to some or all of the Collateral. To the extent permitted by applicable law, neither the Trustee nor the Beneficiary shall be required to marshal or sell the Collateral, the leases, rents, issues and profits assigned by the Trustor or any other security by which the obligations contained in the Loan Documents are secured in any particular order.

1.22. Acknowledgment. It is in the best interest of Trustor to enter into this Deed of Trust and the Promissory Notes, and the amounts loaned to the Borrower under the Promissory Notes will directly or indirectly inure to the benefit of the Trustor.

1.23. Due on Sale. 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.

1.24. Plantings. Trustor agrees that "Plantings" includes that part of the Collateral now maintained and operated primarily for the production of organic almonds and wine grapes. Trustor further agrees that in the event any portion of the Plantings are based upon a patent, Trustor represents and covenants to Lender that Trustor has paid all necessary fees for the patented varieties planted on the Collateral, and in the event of a default in any of the terms of this Deed of Trust, the Promissory Notes, or the Loan Agreements, Trustor hereby grants to Lender a license to the patented varieties and transfers to Lender all rights associated with such patents. Should the Plantings be damaged and proceeds received by Trustor as a result, including without limitation by way of insurance or payment, Trustor shall immediately tender to Lender all such proceeds received to reduce the outstanding indebtedness secured by this Deed of Trust.

ARTICLE II SECURITY AGREEMENT

2.01. Creation of Security Interest. Trustor, as debtor, hereby grants to Beneficiary, as secured party, a security interest in the Personal Property described in this Deed of Trust, including without limitation any and all property of similar type or kind hereafter located on or at the Property for the purpose of securing all obligations of Trustor contained in any of the Loan Documents.

2.02. Warranties, Representations and Covenants of Trustor. Trustor hereby warrants, represents and covenants as follows:

- a. Except for the security interest granted hereby, Trustor is the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Trustor will notify Beneficiary of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein
- b. Trustor will not lease, sell, convey or in any manner transfer the Personal Property without the prior written consent of Lender, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor.
- c. The Personal Property will be kept on or at the Property and Trustor will not remove the Personal Property from the Property without the prior written consent of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor. Trustor may replace any item of Personal Property in the ordinary course of business, without the prior consent of Beneficiary.
- d. Trustor maintains a place of business in the State of California and Trustor will immediately notify Beneficiary in writing of any change to the address as set forth in the beginning of this Deed of Trust.
- e. At the request of Beneficiary, Trustor will join Beneficiary in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.
- f. All covenants and obligations of Trustor contained herein relating to the Collateral shall be deemed to apply to the Personal Property whether or not expressly referred to herein.
- g. Trustor understands and agrees that certain items of irrigation equipment (if any) hereinbefore described or referred to as "personal property" actually and as a matter of law are fixtures and are deemed a part of the land covered by this Deed of Trust, and that said designation as "personal property" is for convenience only and shall be disregarded in the case of any fixtures described or referred to following such designation. The Trustor will not sell or dispose of any of said personal property, nor attempt to do so, nor part with possession of any of the same, nor remove said personal property or any of the same, nor permit it to be removed, from the real property described on Exhibit A or from the adjoining or adjacent lands where said personal property may be located, while this Deed of Trust shall remain in force and effect, without the written consent of the Beneficiary; provided, however, that the language of this paragraph shall not prevent the Trustor from replacing or upgrading any personal property subject to this Deed of Trust in the ordinary course of business without the written consent of the Beneficiary. All upgrades or replacements shall become subject to this Deed of Trust and security interest herein provided for. All the Personal Property shall at all times while this Deed of Trust remains in force and effect be kept and maintained by the Trustor, at Trustor's own cost and expense,

in good working order, condition and repair, and the Trustor will from time to time make all replacements of such Personal Property which may reasonably be necessary for the irrigation and cultivation of the real property described on Exhibit A and Trustor will neither commit nor suffer any damages or waste on or to the premises and said personal property nor do or permit to be done anything that may lessen or impair the value of the property, real or personal, or the lien or security thereof.

- h. This Deed of Trust constitutes a security agreement as that term is used in the Uniform Commercial Code of California.
- i. This instrument constitutes a financing statement to be filed as a fixture filing in the real property records of the counties in which the Property is located with respect to any and all fixtures included in the term Collateral as used in herein and with respect to any goods or other personal property that may now be or hereafter become fixtures.

2.03. Addresses. The mailing addresses of Trustor (debtor) and Beneficiary (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

ARTICLE III ASSIGNMENT OF RENTS, LEASES, ISSUES AND PROFITS

3.01. Assignment of Rents. Trustor hereby presently absolutely and unconditionally assigns and transfers to Beneficiary, for security purposes, all accounts arising out of, or in connection with, leases, bonuses, royalties, subleases, franchises, rents, issues and profits arising out of, or in connection with, the Collateral (hereinafter collectively referred to as "rents"), and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all such rents, and apply the same to the indebtedness secured hereby. This is an absolute assignment of rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Beneficiary a UCC security interest in the rents.

3.02. Collection Upon Default. Upon any event of default under the Loan Documents, Beneficiary may, at any time without notice, enter upon and take possession of the Collateral, or any part thereof, in its own name sue for or otherwise collect such accounts, rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The collection of such rents, issues and profits or the entering upon and taking possession of the Collateral, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

3.03. Restriction on Further Assignments, etc. Except as herein specifically provided, Trustor will not, without prior written consent of the Beneficiary, assign the accounts, rents, issues or profits, or any part thereof, from the Collateral; and will not consent to the modification, cancellation or surrender of any lease or sublease covering the Collateral, or any part thereof. Any action of Trustor in violation of the terms of this Section shall be void as against Beneficiary in addition to being a default under this Deed of Trust.

ARTICLE IV REMEDIES UPON DEFAULT

4.01. Event of Default. The occurrence of any one or more of the following events shall constitute a default hereunder:

- a. the occurrence of an event of default under any of the Loan Agreements, including without limitation the sale, assignment, lease with the option of sale disposal or other transfer of the Collateral (other than pursuant to a lease for a term of 12 months or less) or any interest in the Trustor (in which event the Beneficiary may, at its option declare the entire amount of indebtedness due in accordance with Section 4.02); or
- b. failure to observe or perform any covenant, agreement, condition, term or provision of this Deed of Trust or any other Loan Document (other than an event of default described in clause (a) above).

4.02. Remedies. In the event of the occurrence and during the continuance of any default, the Beneficiary may at any time thereafter, by or through Trustee or otherwise, subject to the provisions set forth in this Section, exercise any or all of the following remedies:

- a. all of the rights and remedies provided in the Promissory Notes, including declaring the entire amount of the indebtedness and obligations immediately due and payable, and the indebtedness and obligations thereupon shall become immediately due and payable without presentment, protest, notice of protest or further demand or notice of any kind, all of which are hereby expressly waived;
- b. all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the jurisdiction in which the Property is located;
- c. enter the Property and take exclusive possession thereof and of all books, records and accounts relating thereto, and if Trustor remains in possession of the Property during the continuance of an event of default without Beneficiary's written consent, Beneficiary may invoke any legal remedies to dispossess Trustor;
- d. to the greatest extent permitted by law, sell or offer for sale the Collateral in such portions, order and parcels as Beneficiary or Trustee may determine, with or without having first taken possession of same, to the highest bidder for cash at public auction, and the right of sale arising out of any event of default shall not be exhausted by one or more sales. Such sale shall be made in accordance with the laws of California relating to the sale of real estate or by Article 9 of the UCC relating to the sale of other collateral after default by a debtor (as such laws now exist or may be hereafter amended or succeeded), or by any other present or subsequent articles or enactments relating to same;
- e. exercise the power of sale in accordance with Section 4.03 below;
- f. specifically enforce any of the covenants hereof;
- g. the right to appoint a receiver of the Property, which appointment, to the extent permitted by applicable law, may be made either before or after foreclosure sale, upon notice, without regard to the solvency or insolvency of the Trustor at the time of application for such receiver and without regard to the then value of the Property;
- h. the right to appoint a receiver of the Collateral, which appointment, to the extent permitted by applicable law, may be made either before or after foreclosure sale, upon notice, without

regard to the solvency or insolvency of the Trustor at the time of application for such receiver and without regard to the then value of the Collateral;

- i. such other actions or proceedings available to the Trustee or the Beneficiary hereunder, under any of the Loan Documents or other agreements between the Beneficiary and the Trustor, or under applicable law as it deems necessary or advisable to protect its interest in the Property and the indebtedness and obligations secured thereby; and
- j. the right to receive rent under Article III, including without limitation the right to receive payments under any assignment of bonuses, rentals and royalties, governmental subsidy or program referenced in Section 5.04 hereof.

In the event of default hereunder, the interest rate shall be as is set forth in the Promissory Notes.

To the extent it may lawfully do so, the Trustor agrees that it will not (i) invoke or utilize any law now or hereafter in force which might prevent, cause a delay in or otherwise impede the enforcement of the rights of the Trustor in the Collateral or (ii) protest the appointment of a receiver of the Property pursuant to Section 4.02(g) hereof.

The parties acknowledge and agree that with respect to any partnership or limited liability company that is a Trustor, notice to any partner of such partnership or member of such limited liability company shall constitute notice to such partnership or limited liability company.

4.03. Power of Sale. Subject to the notice and right to cure provisions set forth in Article 4.02 above, in the event Beneficiary elects to foreclose by exercise of the power of sale herein contained, Trustee shall, without further demand on or notice to Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale has been given as required by law, sell the Collateral at the time and place of sale fixed by Trustee in said notice of sale, either as a whole, or in separate lots or parcels or items as Trustee or Beneficiary shall deem appropriate, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. After deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including cost of evidence of title in connection with sale, the Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. Trustee shall deliver or cause to be delivered to such purchaser or purchasers thereof Trustee's good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied (except as otherwise expressly set forth in said deed). The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor or Beneficiary, but excluding the Trustee, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers. Trustor hereby expressly waives any right of redemption after sale that Trustor may have at the time of sale or that may apply to the sale. Trustee may postpone sale of all or any portion of the Collateral by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any such notice of default at any time before sale. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any event of default and/or demand for sale, or notices of default and of election to cause the Property to be sold, nor shall any such action otherwise affect the Promissory Notes, or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder. In the event the foreclosure sale is not concluded and Beneficiary elects to accept (in its discretion) a cure of any and all events of defaults, Beneficiary may condition its acceptance of a cure tendered by Trustor on the reimbursement of all costs and expenses incurred by

Beneficiary as a result of the events of default, including reasonable attorneys' fees, together with interest calculated at any applicable default rate.

Beneficiary may, at its option, accomplish all or any of the aforesaid in the manner permitted or required under California law relating to the sale of real property under a power of sale. Nothing contained in this Section shall be construed to limit in any way the Trustee's rights to sell the Collateral by private sale if, and to the extent that, such private sale is permitted under the laws of the State of California or by public or private sale after entry of a judgment by any court of competent jurisdiction ordering same.

To the extent permitted by law, at any sale of the Collateral whether made under the power of sale contained in this Deed of Trust, California law or any other legal requirement, or by virtue of any judicial proceedings or any other legal right, remedy, or recourse,

- a. the Trustee need not have the Collateral physically present or have constructive possession of the Collateral, provided, however, that Trustor shall deliver to the Trustee any portion of the Collateral not actually or constructively possessed by the Trustee immediately upon demand by the Trustee or Beneficiary, and the title to and right of possession of any such Collateral shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale;
- b. each conveyance instrument executed by the Trustee shall contain a general warranty of title binding upon Trustor;
- c. each and every recital contained in any conveyance instrument executed by the Trustee shall conclusively establish the truth and accuracy of the matters recited therein including, without limitation, appointment of any successor Trustee hereunder, nonpayment of the indebtedness, notice, filing, posting, and conduct of the sale in the manner provided herein and by law;
- d. all prerequisites to the validity of the sale shall be conclusively presumed to have been performed;
- e. the receipt from the Trustee, or such other party or officer conducting the sale, shall be sufficient to discharge the purchaser for his purchase money, and no purchaser or his assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication, or non-application thereof;
- f. to the fullest extent permitted by law, Trustor shall be completely and irrevocably divested of all of its right, title, interest, claim, and demand whatsoever, either at law or in equity, in and to the property sold, and such sale shall be a perpetual bar both at law and in equity against Trustor and against all other persons claiming or to claim the property sold or any part thereof by, through or under Trustor; and
- g. to the extent and under such circumstances as are permitted by law, Beneficiary may be a purchaser at any such sale and may credit the bid against the indebtedness.

4.04. Remedies Not Exclusive. The Trustee and the Beneficiary shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Document or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither

the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it is being agreed that Beneficiary shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary, by and through the Trustee or otherwise, in such order and manner as the Beneficiary may in its absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Promissory Notes to Beneficiary or to which it may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by Beneficiary.

ARTICLE V MISCELLANEOUS

5.01. Interpretation; Governing Law; Etc. Time is (and shall be) of the essence in this Deed of Trust and the other Loan Documents. All covenants, agreements, representations and warranties made in this Deed of Trust or any other Loan Document or in certificates delivered pursuant hereto shall be deemed to have been relied on by the Beneficiary, notwithstanding any investigation made by the Beneficiary on its behalf, and shall survive the execution and delivery to the Beneficiary hereof and thereof. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, and any invalid or unenforceable provision shall be modified so as to be enforced to the maximum extent of its validity or enforceability. The headings in this Deed of Trust are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Deed of Trust and the other Loan Documents constitute the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous understandings and agreements, whether written or oral. This Deed of Trust may be executed in any number of counterparts which together shall constitute one instrument. This Deed of Trust, and any issue, claim or proceeding arising out of or relating to this Deed of Trust or the conduct of the parties hereto, whether now existing or hereafter arising and whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of California, provided that the laws of the state in which the Collateral is located shall govern lien perfection, lien priority and validity of this Deed of Trust and the procedures with respect to the enforcement hereof.

5.02. Notices. Except as otherwise specified in this Deed of Trust or any other Loan Document, any notice required to be given pursuant to this Deed of Trust or any other Loan Document shall be given in writing. Any notice, consent, approval, demand or other communication in connection with this Deed of Trust or any other Loan Document shall be deemed to be given if given in writing addressed as provided below (or to the addressee at such other address as the addressee shall have specified by notice actually received by the addressee), and if either (a) actually delivered in fully legible form to such address or (b) in the case of a letter, unless actual receipt of the notice is required by any Loan Document, five days shall have elapsed after the same shall have been deposited in the United States mails, with first-class postage prepaid.

- a. If to the Trustor, to it at the address listed on the signature page hereto.

5.03. Security Intended. Notwithstanding any provision of this Deed of Trust to the contrary, the parties intend that this document is security for the payment and performance of the obligations set forth herein and will be a "deed of trust". If, despite that intention, a court of competent jurisdiction determines that this document does not qualify as a "trust deed" or "deed of trust", then, *ab initio*, this instrument will be deemed a realty mortgage and will be enforceable as a realty mortgage, Trustor will be deemed a "mortgagor", Beneficiary will be deemed a "mortgagee", and Trustee will be disregarded and all references to the

"Trustee" will be deemed to refer to the "mortgagee" to the extent not inconsistent with interpreting this instrument as though it were a realty mortgage. As a realty mortgage, Trustor, as mortgagor, will be deemed to have conveyed the Trust Property *ab initio* to the Beneficiary as mortgagee, the conveyance as a security to be void upon condition that Trustor pay and perform all its obligations set forth herein.

5.04. Joint and Several Obligations; Heirs and Assigns. In the event the Trustor consists of more than one individual or entity, the covenants, agreements, conditions, provisions, representations, warranties or obligations of each hereunder or under any Loan Document shall apply to each and shall be joint and several. A default hereunder shall also apply with respect to the act or omission of any one or more individuals or entities comprising the Trustor. This Deed of Trust and the other Loan Documents shall, to the extent permitted by applicable law, bind the heirs, personal representatives, successors and assigns of each of the Trustor; provided, however, that neither this Deed of Trust nor any other Loan Document be assigned by the Trustor without the express written consent of the Beneficiary.

5.05. Subsidy and Payment in Kind Compensation.

- a. Trustor shall not register the Property, or any portion thereof, with any federal, state or local government office for the purpose of obtaining subsidy or payment-in-kind compensation (a) with respect to a period of over twelve (12) months without first obtaining Beneficiary's prior written consent or (b) with respect to a period of twelve (12) months or less without first providing Beneficiary with prior written notice of the same. Trustor hereby grants to Beneficiary a security interest in any such subsidy or payment-in-kind compensation whether or not Beneficiary gives its written consent to Trustor to register the Property, or any portion thereof, for such compensation. Trustor, upon the written request of Beneficiary, shall execute any documents necessary to further perfect Beneficiary's security interest in such compensation. Any such document is to be in form and substance acceptable to Beneficiary. Trustor hereby appoints Beneficiary its attorney-in-fact to execute such documents in Trustor's name and behalf. Upon Beneficiary's request, Trustor shall deliver to Beneficiary any document of title Beneficiary desires to hold to secure Beneficiary's interest in any such government compensation.
- b. Upon any event of default under any of the Loan Documents, Beneficiary may, at any time without notice, take possession of any such subsidy or payment-in-kind compensation, or at any part thereof, in its own name sue for or otherwise collect such subsidy or payment-in-kind compensation, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The collection of such government compensation or the entering upon and taking possession of any subsidy or payment-in-kind compensation, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

5.06. Reconveyance. Upon payment in full of the indebtedness secured hereby and the performance by Trustor of all of the obligations imposed on Trustor herein and in the Loan Agreements and the Promissory Notes, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all Promissory Notes evidencing debt secured by this Deed of Trust. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Beneficiary 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.

5.07. Hazardous Substances. Trustor represents and warrants that to the best of its knowledge (1) the Property (including, without limitation, the subsurface soil and the ground water thereunder) does not contain any "hazardous or toxic substances" (as hereinafter defined); (2) Trustor has no knowledge of any generation, transportation, storage, treatment or disposal of any hazardous or toxic substances on the Property, or within one-half mile thereof, now or in the past; (3) Trustor is not aware of any pending or threatened litigation or proceedings before any court or administrative agency in which any person or entity alleges, or threatens to allege, the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment, or disposal at the Property, of any hazardous substance; (4) Trustor has not received any notice of and has no knowledge that any governmental authority or any employee or agent thereof has determined or alleged, or is investigating the possibility, that there is a presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment, or disposal at the Property, of any hazardous or toxic substance; (5) to Trustor's knowledge, there have been no communications or agreements with any governmental authority or agency (federal, state or local) or any private person or entity (including, without limitation, any prior owner of the Property) relating in any way to the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment or disposal at the Property, of any hazardous or toxic substance.

For the purpose of this paragraph, "hazardous or toxic substance" shall mean and include (1) a "hazardous substance" as defined in 42 U.S.C. § 9601(14) and as hereafter amended from time to time, or as defined under applicable state health, safety and water codes, and (2) any other material, gas or substance known or suspected to be toxic or hazardous (including, without limitation, any radioactive substance, methane gas, volatile hydrocarbons, industrial solvents and asbestos) or which could cause a material detriment to, or materially impair the beneficial use of the Property, or constitute a material health, safety or environmental risk to tenants, occupants or patrons of the Property. The term "hazardous substance" shall not include water containing nutrients from livestock waste lawfully stored or applied to the real property of the Trustor or third parties.

5.08. Legal Compliance. The Trustor shall furnish evidence satisfactory to the Beneficiary confirming the issuance on terms and conditions satisfactory to the Beneficiary, by the appropriate federal, state, county, regional or local authorities (including authorities whose jurisdiction involves environmental protection), of all licenses, approvals or permits necessary in connection with (a) the operation of the Trustor's business and the lawful occupancy thereof for the purpose for which such project was created (including the issuance by any federal, state, county, regional or local authorities of such licenses, approvals or permits where jurisdiction involves environmental protection), and (b) the possession of all Property in connection therewith. The Trustor covenants to continue to maintain compliance with all such licenses, approvals or permits as well as any applicable federal, state, county, regional or local laws and regulations.

5.09. Trustee.

- a. With the approval of Beneficiary, Trustee shall have the right to select, employ and consult with legal counsel. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken, or proposed to be taken, by Trustee, believed by Trustee in good faith to be genuine. Trustee shall be entitled to reimbursement for actual, reasonable expenses incurred by Trustee in the performance of Trustee's duties. Trustor shall pay all compensation due to Trustee hereunder and reimburse Trustee for, and indemnify, defend and save Trustee harmless against, all liability and reasonable expenses which may be incurred by Trustee in the performance of Trustee's duties, including those arising from the joint, concurrent, or comparative negligence of Trustee; provided, however, Trustor shall not be liable under such indemnification to the extent such liability or expenses result solely from Trustee's gross negligence or willful misconduct.

- b. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys of Trustee (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received under this Deed of Trust.
- c. Substitute Trustee. If Trustee or any successor Trustee shall die, resign or become disqualified from acting in the execution of this trust, or Beneficiary shall desire to appoint a substitute Trustee, Beneficiary at its option, may from time to time appoint one or more substitute Trustees by an instrument executed and acknowledged by Beneficiary and recorded in Merced, and Monterey Counties, California. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Deed of Trust 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. Should any substitute Trustee request a deed, conveyance or other reasonable instrument from Trustor to more fully vest in and confirm to such successor Trustee such title, powers and duties, then, promptly following request by a successor Trustee, Trustor shall execute, acknowledge and deliver, and shall cause to be recorded and/or filed, any such deed, conveyance or other reasonable instrument.
- d. In no event or circumstance shall Trustee or any substitute Trustee be personally liable under or as a result of this Deed of Trust, either as a result of any action by Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise.

5.10. Attorney-in-Fact. Trustor hereby irrevocably appoints Beneficiary and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest: (i) to execute and/or record any notices of completion, cessation of labor, or any other notices that Beneficiary reasonably deems appropriate to protect Beneficiary's interest in the Collateral if Trustor shall fail to do so within three (3) days after written request by Beneficiary, (ii) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery (and acceptance by Beneficiary) of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to leases, rents and the other Collateral in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, and (iii) upon the occurrence of an event of default, to perform any duty or obligation of Trustor under this Deed of Trust or under any of the other Loan Documents (including payment of taxes and insurance premiums); provided, however, that: (1) Beneficiary shall not under any circumstances be obligated to perform any duty or obligation of Trustor; (2) Trustor shall reimburse Beneficiary for all sums expended in such performance plus interest at any applicable default rate; (3) Beneficiary, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Beneficiary; and (4) Beneficiary shall not be liable to Trustor or any other person for any failure to take any action which it is empowered to take under this Section.

5.11. Amendment. This Deed of Trust may not be amended, modified or restated without the express written consent of the Trustor, Trustee and the Beneficiary.

5.12. No Oral Agreements. THIS WRITTEN DEED OF TRUST REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

5.13. 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

5.14. Purpose of Loan. The loan secured hereby is made, and all proceeds thereof will be used solely for commercial, investment, or business purposes and not for personal, household, or family purposes. This Deed of Trust is not a residential trust deed, the Property is not residential real property, and the loan secured hereby is not a residential mortgage transaction. The Trustor is not a resident of the Property. So long as any of the debt secured hereby is unpaid, Borrower (as defined in the Loan Agreement) covenants and agrees that the property shall remain non-residential property

5.15. Acceptance. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

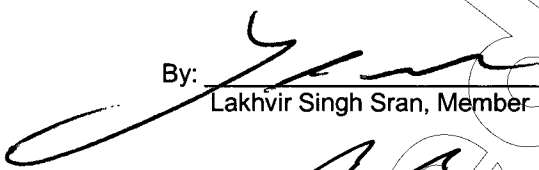
5.16. Cross Default; Cross-Collateral. Trustor hereby agrees that a default or an event of default under this Deed of Trust, the Loan Agreements, the Promissory Notes, or any other Loan Document is a default or event of default under all other agreements between Borrower and Lender (or any holder of the Borrower Loans), including without limitation the agreements relating to Loan Numbers 22001616, 22001617, 22001949, 22003086, 22003087, 22003088, 22003091, 22003092, any loans hereafter entered into between any Borrower and the Lender, and Farmer Mac Loan Numbers 21801455 and 22001141 (collectively, the "Borrower Loans"), and a default under any one of the Borrower Loans is a default or an event of default under this Deed of Trust, in which case the Lender, or any holder of any of the Promissory Notes or the beneficiary of this Deed of Trust may invoke any of the remedies permitted by this Deed of Trust in accordance with Article IV.

IN WITNESS WHEREOF, the undersigned have executed this Deed of Trust as of the date and year first above written.

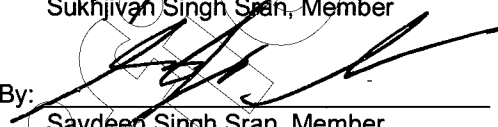
Address for notices:
1758 Siskiyou Ave.
Kerman, California 93630

Trustor:

S3 GROUP, LLC, a California limited liability company

By: 
Lakhvir Singh Sran, Member

By: 
Sukhjivan Singh Sran, Member

By: 
Savdeep Singh Sran, Member

Trustor:

Navdep Singh Sran and Sukhwinder Kaur Sran, Co-Trustees, as community property, or their successors in trust, under the 2005 Sran Family Revocable Trust, dated August 10, 2005, and any amendments thereto

By: 
Navdep Singh Sran, Co-Trustee

By: 
Sukhwinder Kaur Sran, Co-Trustee

Not A

COPY

IN WITNESS WHEREOF, the undersigned have executed this Deed of Trust as of the date and year first above written.

Address for notices:
1758 Siskiyou Ave.
Kerman, California 93630

Trustor:

**Navdep Singh Sran and Sukhwinder Kaur Sran,
Co-Trustees, under the 2005 Sran Family
Revocable Trust**

By: Navdep Singh Sran
Navdep Singh Sran, Co-Trustee

By: Sukhwinder Kaur Sran
Sukhwinder Kaur Sran, Co-Trustee

Trustor:

**SRAN VINEYARDS, LLC, a California limited liability
company**

Address for notices:
1758 Siskiyou Ave.
Kerman, California 93630

By: Lakhvir Singh Sran
Lakhvir Singh Sran, Member

By: Sukhjivan Singh Sran
Sukhjivan Singh Sran, Member

By: Savdeep Singh Sran
Savdeep Singh Sran, Member

Not A

COPIED
CERTIFIED

ACKNOWLEDGMENT

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 CALIFORNIA)
)ss.
COUNTY OF Fresno)

On February 22nd, 2021, before me, Natalie P. Fagundes, a Notary Public, personally appeared Lakhvir Singh Sran, 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.

Natalie Fagundes
Signature



(Notary Public Seal)

ACKNOWLEDGMENT

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.

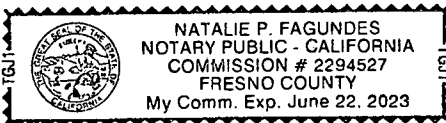
STATE OF CALIFORNIA)
)ss.
COUNTY OF Fresno)

On February 22nd, 2021, before me, Natalie P. Fagundes, a Notary Public, personally appeared Sukhjivan Singh Sran, 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.

Natalie Fagundes
Signature



(Notary Public Seal)

ACKNOWLEDGMENT

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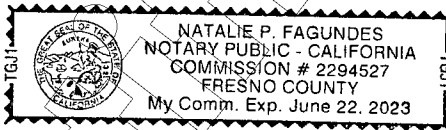
STATE OF CALIFORNIA)
)ss.
COUNTY OF Fresno)

On February 22nd, 2021, before me, Natalie P. Fagundes, a Notary Public, personally appeared Savdeep Singh Sran, 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.

Natalie Fagundes
Signature



(Notary Public Seal)

ACKNOWLEDGMENT

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.

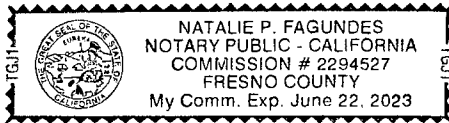
STATE OF CALIFORNIA)
)ss.
COUNTY OF Fresno)

On February 22nd, 2021, before me, Natalie P. Fagundes, a Notary Public, personally appeared Navdep Singh Sran, 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.

Natalie Fagundes
Signature



(Notary Public Seal)

ACKNOWLEDGMENT

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 CALIFORNIA)
)ss.
COUNTY OF Fresno)

On February 22nd, 2021, before me, Natalie P. Fagundes, a Notary Public, personally appeared **Sukhwinder Kaur Sran**, 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.

Natalie P. Fagundes
Signature



(Notary Public Seal)

Not A Certificate

EXHIBIT A

Sran
Loan Nos. 22003088, 22003091, 22003092

DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT, AND FIXTURE FILING

Legal Description of Real Estate

Fresno, Merced and Monterey Counties, California

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

PARCEL 1: APN: 003-100-01 PORTION (Fresno)

BEGINNING AT A POINT WHICH BEARS SOUTH 0° 10' WEST 1724.54 FEET FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE SOUTH 89° 50' EAST 953.03 FEET; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF THE PARSON DITCH, SOUTH 6° 51'-1/2' EAST 896.76 FEET; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF THE POSO SLOUGH, NORTH 80° 50' WEST 382.70 FEET; SOUTH 55° 33' WEST 247.20 FEET; NORTH 89° 27' WEST 114.10 FEET; NORTH 58° 06' WEST 126.75 FEET; AND NORTH 44° 23' WEST 369.75 FEET; THENCE LEAVING POSO SLOUGH AND RUNNING ALONG THE CENTERLINE OF A 60 FOOT ROAD RESERVATION, NORTH 0° 10' EAST 639.66 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OF THAT PORTION OF AFORESAID 60 FOOT ROAD RESERVATION LYING WITHIN THE ABOVE DESCRIBED TRACT OF LAND FOR USE AS A RIGHT OF WAY AND EASEMENT FOR PUBLIC ROAD.

EXCEPTING THEREFROM AN EQUAL UNDIVIDED 1/2 INTEREST IN AND TO ANY AND ALL OIL AND MINERAL DEPOSITS, (AND/OR ANY AND ALL OIL AND MINERAL RIGHTS, AND RIGHTS APPERTAINING THERETO), INCLUSIVE OF GAS, OIL, PETROLEUM PRODUCTS, AND KINDRED SUBSTANCES AND ALL MINERALS WHATSOEVER, TOGETHER WITH ALL RIGHTS AND PRIVILEGE NECESSARY, CONVENIENT, OR INCIDENT TO A PROPER USE OF ENJOYMENT OF SAID ESTATE AND INTEREST, INCLUSIVE OF THE RIGHT AND PRIVILEGE, IN COMMON WITH SAID GRANTEES, TO ENTER UPON SAID PREMISES FOR THE PURPOSE OF DIGGING, TUNNELING, OR OTHERWISE EXPLORING FOR ANY SUCH OIL OR MINERALS AND THE RIGHT TO SINK OR DRILL WELLS FOR SAID PURPOSE, OR OTHERWISE TO CONDUCT EXPLORATORY AND DRILLING OPERATIONS THEREON AND EXCEPTING FURTHER THE RIGHT, IN COMMON WITH SAID GRANTEES, TO DEVELOP ANY OIL OR MINERALS WHICH MAY AT ANY TIME THEREAFTER BE DISCOVERED THEREON OR THEREIN, AND INCLUDING FURTHER THE RIGHT TO ERECT AND INSTALL MACHINERY AND EQUIPMENT FOR SAID PURPOSES, TOGETHER WITH THE RIGHT OF WAY OVER AND THROUGH ANY AND ALL PARTS OF SAID PREMISES FOR SAID PURPOSES AND THE PURPOSES OF THIS PARAGRAPH, AND THE RIGHT TO LAY PIPES TO CONDUCT OIL, GAS, OR OTHER PETROLEUM PRODUCTS OVER, UNDER OR ACROSS SAID PREMISES, AND EACH PART THEREOF, AS EXCEPTED AND RESERVED IN THE DEED FROM CLYDE A. MAKIN AND WIFE, TO L.B. HUME AND WIFE, DATED MAY 16, 1945 AND RECORDED JUNE 21, 1945 IN BOOK 2286, PAGE 133, OFFICIAL RECORDS.

Exhibit A to Deed of Trust

SRAN Loan Nos. 22003088, 22003091, 22003092

SAID PURPOSE, OR OTHERWISE TO CONDUCT EXPLORATORY AND DRILLING OPERATIONS THEREON AND EXCEPTING FURTHER THE RIGHT, IN COMMON WITH SAID GRANTEEES, TO DEVELOP ANY OIL OR MINERALS WHICH MAY AT ANY TIME THEREAFTER BE DISCOVERED THEREON OR THEREIN. AND INCLUDING FURTHER THE RIGHT TO ERECT AND INSTALL MACHINERY AND EQUIPMENT FOR SAID PURPOSES, TOGETHER WITH THE RIGHT OF WAY OVER AND THROUGH ANY AND ALL PARTS OF SAID PREMISES FOR SAID PURPOSES AND THE PURPOSES OF THIS PARAGRAPH, AND THE RIGHT TO LAY PIPES TO CONDUCT OIL, GAS, OR OTHER PETROLEUM PRODUCTS OVER, UNDER OR ACROSS SAID PREMISES, AND EACH PART THEREOF, AS EXCEPTED AND RESERVED IN THE DEED FROM CLYDE A. MAKIN AND WIFE, TO L.B. HUME AND WIFE, DATED MAY 16, 1945 AND RECORDED JUNE 21, 1945 IN BOOK 2286, PAGE 133, OFFICIAL RECORDS.

PARCEL 5: APN 015-315-25s (Fresno)

THE SOUTH HALF OF THE NORTH HALF OF THE WEST 80 ACRES OF THE SOUTH 5/8THS OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ANY AND ALL OIL, GAS AND/OR OTHER PETROLEUM PRODUCTS THAT MAY HEREAFTER BE FOUND, DISCOVERED AND/OR DEVELOPED UPON SAID LAND, AS RESERVED IN THE DEED DATED OCTOBER 6, 1936, FORM JOHN D. MORGAN, JR. AND HAZEL BEALL MORGAN, HUSBAND AND WIFE, RECORDED OCTOBER 19, 1936 AS DOCUMENT NO. 25058.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF WAIVER OF PARCEL MAP NO. 8088, RECORDED NOVEMBER 8, 2012, AS INSTRUMENT NO. 2012-0161919 OF OFFICIAL RECORDS.

PARCEL 6: APN: 001-300-10; 003-020-04; AND 003-040-01 (Fresno); and APN: 091-160-006 & 091-170-001 & 006 (Merced)

PARCEL 2 OF PARCEL MAP NO. 3071, PORTIONS OF WHICH ARE LOCATED IN BOTH THE UNINCORPORATED AREA OF THE COUNTIES OF FRESNO AND MERCED, STATE OF CALIFORNIA ACCORDING TO THE MAP THEREOF RECORDED NOVEMBER 23, 1974, IN BOOK 22, PAGE 54 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF FRESNO COUNTY, AND BY INSTRUMENT ENTITLED "CERTIFICATE OF COMPLETION REORGANIZATION OF THE FRESNO/MERCED COUNTY BOUNDARY CHANGE AREA INVOLVING FRESNO COUNTY SPECIAL DISTRICTS LAFCO FILE NO. 0652", WHICH RECORDED APRIL 22, 2010, AS DOCUMENT NO. 14973, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY.

PARCEL 7: APN 091-053-001 (Merced)

PARCEL 2 OF PARCEL MAP NO. 2030, IN THE UNINCORPORATED AREA OF THE COUNTY OF MERCED, (FORMERLY IN THE COUNTY OF FRESNO) STATE OF CALIFORNIA ACCORDING TO THE MAP THEREOF RECORDED APRIL 17, 1974, IN BOOK 12, PAGE 45 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF FRESNO COUNTY, AND BY INSTRUMENT ENTITLED "CERTIFICATE OF COMPLETION REORGANIZATION OF THE FRESNO/MERCED COUNTY BOUNDARY CHANGE AREA INVOLVING FRESNO COUNTY SPECIAL DISTRICTS LAFCO FILE NO. 0652", WHICH RECORDED APRIL 22, 2010, AS DOCUMENT NO. 14973, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY.

Exhibit A to Deed of Trust

SRAN Loan Nos. 22003088, 22003091, 22003092

CHAR1\1781799v1

EXCEPTING THEREFROM ALL OF THAT PORTION OF AFORESAID 60 FOOT ROAD EASEMENT LYING WITHIN ABOVE DESCRIBED TRACT FOR USE AS A RIGHTS OF WAY AND EASEMENTS FOR A PUBLIC ROAD.

EXCEPTING THEREFROM AN EQUAL UNDIVIDED 1/2 INTEREST IN AND TO ANY AND ALL OIL AND MINERAL DEPOSITS, (AND/OR ANY AND ALL OIL AND MINERAL RIGHTS, AND RIGHTS APPERTAINING THERETO), INCLUSIVE OF GAS, OIL, PETROLEUM PRODUCTS, AND KINDRED SUBSTANCES AND ALL MINERALS WHATSOEVER, TOGETHER WITH ALL RIGHTS AND PRIVILEGE NECESSARY, CONVENIENT, OR INCIDENT TO A PROPER USE OF ENJOYMENT OF SAID ESTATE AND INTEREST, INCLUSIVE OF THE RIGHT AND PRIVILEGE, IN COMMON WITH SAID GRANTEEES, TO ENTER UPON SAID PREMISES FOR THE PURPOSE OF DIGGING, TUNNELING, OR OTHERWISE EXPLORING FOR ANY SUCH OIL OR MINERALS AND THE RIGHT TO SINK OR DRILL WELLS FOR SAID PURPOSE, OR OTHERWISE TO CONDUCT EXPLORATORY AND DRILLING OPERATIONS THEREON AND EXCEPTING FURTHER THE RIGHT, IN COMMON WITH SAID GRANTEEES, TO DEVELOP ANY OIL OR MINERALS WHICH MAY AT ANY TIME THEREAFTER BE DISCOVERED THEREON OR THEREIN. AND INCLUDING FURTHER THE RIGHT TO ERECT AND INSTALL MACHINERY AND EQUIPMENT FOR SAID PURPOSES, TOGETHER WITH THE RIGHT OF WAY OVER AND THROUGH ANY AND ALL PARTS OF SAID PREMISES FOR SAID PURPOSES AND THE PURPOSES OF THIS PARAGRAPH, AND THE RIGHT TO LAY PIPES TO CONDUCT OIL, GAS, OR OTHER PETROLEUM PRODUCTS OVER, UNDER OR ACROSS SAID PREMISES, AND EACH PART THEREOF, AS EXCEPTED AND RESERVED IN THE DEED FROM CLYDE A. MAKIN AND WIFE, TO L.B. HUME AND WIFE, DATED MAY 16, 1945 AND RECORDED JUNE 21, 1945 IN BOOK 2286, PAGE 133, OFFICIAL RECORDS.

PARCEL 4: APN: 003-080-08 (Fresno)

BEGINNING AT THE EAST QUARTER SECTION CORNER OF SECTION 22, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE ALONG THE CENTERLINE OF A 40 FOOT ROAD RESERVATION, NORTH 89° 33-3/4' WEST 2645.57 FEET; THENCE NORTH 0° 03' EAST 1625.40 FEET; THENCE ALONG THE SOUTH LINE OF A 100 FOOT DRAIN RESERVATION, SOUTH 29° 25' EAST 804.80 FEET; SOUTH 71° 16' EAST 246.43 FEET; SOUTH 54° 59' EAST 280.37 FEET; SOUTH 75° 22' EAST 138.08 FEET; NORTH 71° 58-1/2' EAST 125.23 FEET; NORTH 61° 39-1/2' EAST 175.89 FEET; SOUTH 81° 52-1/2' EAST 252.77 FEET; SOUTH 64° 22-1/2' 276.51 FEET; SOUTH 47° 18-1/2' EAST 348.95 FEET; SOUTH 65° 52-1/2' EAST 252.77 FEET; SOUTH 64° 22-1/2' EAST 276.51 FEET; SOUTH 47° 18-1/2' EAST 348.95 FEET; SOUTH 65° 52-1/2' EAST 399.46 FEET; NORTH 75° 38-1/2' EAST 125.34 FEET; AND SOUTH 46° 30' EAST 188.18 FEET; THENCE ALONG THE CENTER LINE OF A 60 FOOT ROAD RESERVATION, SOUTH 0° 10' WEST 138.32 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OF THAT PORTION OF AFORESAID 40 AND 60 FOOT ROAD RESERVATIONS LYING WITHIN ABOVE DESCRIBED TRACT OF LAND FOR USE AS RIGHTS OF WAY AND EASEMENTS FOR PUBLIC ROADS.

EXCEPTING THEREFROM AN EQUAL UNDIVIDED 1/2 INTEREST IN AND TO ANY AND ALL OIL AND MINERAL DEPOSITS, (AND/OR ANY AND ALL OIL AND MINERAL RIGHTS, AND RIGHTS APPERTAINING THERETO), INCLUSIVE OF GAS, OIL, PETROLEUM PRODUCTS, AND KINDRED SUBSTANCES AND ALL MINERALS WHATSOEVER, TOGETHER WITH ALL RIGHTS AND PRIVILEGE NECESSARY, CONVENIENT, OR INCIDENT TO A PROPER USE OF ENJOYMENT OF SAID ESTATE AND INTEREST, INCLUSIVE OF THE RIGHT AND PRIVILEGE, IN COMMON WITH SAID GRANTEEES, TO ENTER UPON SAID PREMISES FOR THE PURPOSE OF DIGGING, TUNNELING, OR OTHERWISE EXPLORING FOR ANY SUCH OIL OR MINERALS AND THE RIGHT TO SINK OR DRILL WELLS FOR

Exhibit A to Deed of Trust

SRAN Loan Nos. 22003088, 22003091, 22003092

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PARCEL 2: APN: 003-100-01 PORTION (Fresno)

BEGINNING AT THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE ALONG THE NORTH LINE OF SECTION 23, NORTH 87° 38 1/2' EAST 868.21 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF THE PARSON DITCH, SOUTH 12° 55-1/2' WEST 200.20 FEET; SOUTH 11° 40-1/2' WEST 163.00 FEET; SOUTH 1° 52-1/2' EAST 122.40 FEET; SOUTH 6° 51-1/2' EAST 1295.84 FEET; THENCE LEAVING DITCH, NORTH 89° 50' WEST 953.03 FEET; THENCE ALONG THE WEST LINE OF SECTION 23 AND THE CENTERLINE OF A 60 FOOT ROAD EASEMENT NORTH 0° 10' EAST 1724.54 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OF THAT PORTION OF AFORESAID 60 FOOT ROAD EASEMENT LYING WITHIN ABOVE DESCRIBED TRACT FOR USE AS A RIGHT OF WAY AND EASEMENT FOR A PUBLIC ROAD.

EXCEPTING THEREFROM AN EQUAL UNDIVIDED 1/2 INTEREST IN AND TO ANY AND ALL OIL AND MINERAL DEPOSITS, (AND/OR ANY AND ALL OIL AND MINERAL RIGHTS, AND RIGHTS APPERTAINING THERETO), INCLUSIVE OF GAS, OIL, PETROLEUM PRODUCTS, AND KINDRED SUBSTANCES AND ALL MINERALS WHATSOEVER, TOGETHER WITH ALL RIGHTS AND PRIVILEGE NECESSARY, CONVENIENT, OR INCIDENT TO A PROPER USE OF ENJOYMENT OF SAID ESTATE AND INTEREST, INCLUSIVE OF THE RIGHT AND PRIVILEGE, IN COMMON WITH SAID GRANTEES, TO ENTER UPON SAID PREMISES FOR THE PURPOSE OF DIGGING, TUNNELING, OR OTHERWISE EXPLORING FOR ANY SUCH OIL OR MINERALS AND THE RIGHT TO SINK OR DRILL WELLS FOR SAID PURPOSE, OR OTHERWISE TO CONDUCT EXPLORATORY AND DRILLING OPERATIONS THEREON AND EXCEPTING FURTHER THE RIGHT, IN COMMON WITH SAID GRANTEES, TO DEVELOP ANY OIL OR MINERALS WHICH MAY AT ANY TIME THEREAFTER BE DISCOVERED THEREON OR THEREIN. AND INCLUDING FURTHER THE RIGHT TO ERECT AND INSTALL MACHINERY AND EQUIPMENT FOR SAID PURPOSES, TOGETHER WITH THE RIGHT OF WAY OVER AND THROUGH ANY AND ALL PARTS OF SAID PREMISES FOR SAID PURPOSES AND THE PURPOSES OF THIS PARAGRAPH, AND THE RIGHT TO LAY PIPES TO CONDUCT OIL, GAS, OR OTHER PETROLEUM PRODUCTS OVER, UNDER OR ACROSS SAID PREMISES, AND EACH PART THEREOF, AS EXCEPTED AND RESERVED IN THE DEED FROM CLYDE A. MAKIN AND WIFE, TO L.B. HUME AND WIFE, DATED MAY 16, 1945 AND RECORDED JUNE 21, 1945 IN BOOK 2286, PAGE 133, OFFICIAL RECORDS.

PARCEL 3: APN: 003-080-06 AND 003-080-07 (Fresno)

BEGINNING AT THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE ALONG THE CENTER LINE OF A 60 FOOT ROAD RESERVATION SOUTH 0° 10' WEST 2364.20 FEET; THENCE ALONG NORTH LINE OF POSO SLOUGH RESERVATION NORTH 46° 30' WEST 149.10 FEET; SOUTH 75° 38-1/2' WEST 145.70 FEET; NORTH 65° 52-1/2' WEST 348.20 FEET; NORTH 47° 18-1/2' WEST 347.60 FEET; NORTH 64° 22-1/2' WEST 306.90 FEET; NORTH 81° 52-1/2' WEST 301.10 FEET; SOUTH 61° 39-1/2' WEST 199.80 FEET; SOUTH 71°58-1/2' WEST 86.90 FEET; NORTH 75° 22' WEST 90.80 FEET; NORTH 54° 59' WEST 276.70 FEET; NORTH 71° 16' WEST 222.50 FEET; NORTH 29° 25' WEST 1411.00 FEET AND NORTH 25° 18' WEST 467.50 FEET; THENCE LEAVING SLOUGH RESERVATION AND RUNNING ALONG NORTH LINE OF SECTION 22 AND ALONG THE CENTER LINE OF A 60 FOOT ROAD RESERVATION SOUTH 89° 17-1/2' EAST 3080.60 FEET TO THE POINT OF BEGINNING.

Exhibit A to Deed of Trust

SRAN Loan Nos. 22003088, 22003091, 22003092

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PARCEL 8: APN: 003-060-13 (Fresno)

PARCEL 3 OF PARCEL MAP NO. 7400, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO STATE OF CALIFORNIA ACCORDING TO THE MAP THEREOF RECORDED FEBRUARY 22, 1991, IN BOOK 51, PAGE 47 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF FRESNO COUNTY.

PARCEL 9: APN: 001-280-26 (Fresno)

LOTS 23, 24, 29, 30, 31, 32 AND 33 IN MILLER & LUX SUBDIVISION OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA ACCORDING TO THE MAP RECORDED OCTOBER 3, 1904 IN BOOK 2 PAGE 92 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, THE WEST 452.71 FEET OF SAID LOTS 23, 24, 32 AND 33, PER UNRECORDED LOT LINE ADJUSTMENT NO. 98-22, AS APPROVED BY FRESNO COUNTY DEVELOPMENT DEPARTMENT, AS DISCLOSED BY DEEDS RECORDED MARCH 15, 1999, AS DOCUMENT NOS. 199-0038833 AND 1999-0038834 AND CORRECTED BY DEED RECORDED DECEMBER 21, 1999, AS DOCUMENT NO. 1999-0181326, OF OFFICIAL RECORDS.

PARCEL 10: APN: 003-040-04 (Fresno)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 11: APN: 003-030-15s (portion of) (Fresno)

PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 0 05" WEST 1320 FEET FROM THE SOUTH QUARTER SECTION CORNER OF SAID SECTION 19;
 THENCE, ALONG THE CENTER LINE OF A 60 FOOT ROAD RESERVATION, NORTH 0 05' WEST 660 FEET; THENCE, LEAVING ROAD RESERVATION NORTH 89 55' EAST 1320 FEET;
 THENCE, SOUTH 0 05' EAST 544.64 FEET;
 THENCE, SOUTH 61 40' WEST 325.82 FEET;
 THENCE, SOUTH 72 20' WEST 125.87 FEET;
 THENCE, NORTH 69 40' WEST 214.46 FEET;
 THENCE, SOUTH 84 50' WEST 219.95 FEET;
 THENCE, NORTH 58 50' WEST 42.72 FEET;
 THENCE, SOUTH 89 55' WEST 456.43 FEET TO THE POINT OF BEGINNING.

PARCEL 11A: APN: 003-030-15s (portion of) (Fresno)

The North half of the Northwest quarter of the Southeast quarter of Section 19, Township 11 South, Range 13 east, Mount Diablo Base and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof.

Exhibit A to Deed of Trust

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PARCEL 11B: APN: 003-030-15s (portion of) (Fresno)

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 12: APN: 003-030-24s (Fresno)

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM, THE EAST 389.00 FEET OF THE SOUTH 273.00 FEET THEREOF.

PARCEL 13: APN 091-190-005 and 006 (Merced)

THE SOUTH 660 FEET OF THE FOLLOWING DESCRIBED PROPERTY, WHICH LIES EAST OF THE HOLLAND FARM DRAIN:

BEGINNING, AT A POINT WHICH BEARS NORTH 0° 05' WEST 660 FEET FROM THE SOUTH QUARTER SECTION CORNER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF MERCED (FORMERLY THE COUNTY OF FRESNO), STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF, AND BY INSTRUMENT ENTITLED "CERTIFICATE OF COMPLETION REORGANIZATION OF THE FRESNO/MERCED COUNTY BOUNDARY CHANGE AREA INVOLVING FRESNO COUNTY SPECIAL DISTRICTS LAFCO FILE NO. 0652", WHICH RECORDED APRIL 22, 2010, AS DOCUMENT NO. 14973, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY;

THENCE, SOUTH 89° 55' WEST, 860.58 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE HOLLAND FARM DRAIN; THENCE, ALONG THE EASTERLY RIGHT OF WAY LINE OF THE HOLLAND FARM DRAIN NORTH 23° 52' WEST; 648.30 FEET; THENCE, NORTH 6° 52' WEST, 646.33 FEET; THENCE, NORTH 45° 52' WEST, 121.80 FEET; THENCE, LEAVING SAID DRAIN NORTH 89° 55' EAST, 1285.67 FEET; THENCE, ALONG THE CENTER LINE OF A 60-FOOT ROAD RESERVATION SOUTH 0° 05' EAST, 1320 FEET TO THE POINT OF BEGINNING

TOGETHER WITH:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF MERCED (FORMERLY THE COUNTY OF FRESNO), STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF, AND BY INSTRUMENT ENTITLED "CERTIFICATE OF COMPLETION REORGANIZATION OF THE FRESNO/MERCED COUNTY BOUNDARY CHANGE AREA INVOLVING FRESNO COUNTY SPECIAL DISTRICTS LAFCO FILE NO. 0652", WHICH RECORDED APRIL 22, 2010, AS DOCUMENT NO. 14973, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY.

EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED RIGHT OF WAY FOR THE SO-CALLED HOLLAND FARM DRAIN:

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BEGINNING, AT A POINT WHICH BEARS SOUTH 89° 55' WEST 276.40 FEET FROM THE SOUTH QUARTER SECTION CORNER OF SAID SECTION 19;
 THENCE, NORTH 46° 24' WEST, 911.90 FEET;
 THENCE, NORTH 23° 52' WEST, 32.78 FEET;
 THENCE, NORTH 89° 55' EAST, 97.65 FEET;
 THENCE, SOUTH 46° 24' EAST, 955.32 FEET;
 THENCE, SOUTH 89° 55' WEST, 115.83 FEET TO THE POINT OF BEGINNING.

PARCEL 14: APN: 003-020-09 (Fresno)

LOT 23 AND THE NORTH HALF OF LOTS 21 AND 22 OF MILLER AND LUX SUBDIVISION OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA ACCORDING TO THE MAP THEREOF RECORDED MAY 21, 1904 IN BOOK 1 PAGE 29 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID PROPERTY IS ALSO DESCRIBED AS:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 15: APN: 003-020-08 (Fresno)

LOT 24 AND THE SOUTH HALF OF LOTS 21 AND 22 OF MILLER AND LUX SUBDIVISION OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA ACCORDING TO THE MAP THEREOF RECORDED MAY 21, 1904 IN BOOK 1 PAGE 29 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID PROPERTY IS ALSO DESCRIBED AS:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 16: APN: 045-170-62s and 045-170- 86s (Fresno)

SECTION 32, TOWNSHIP 17 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM, THE INTEREST CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES, IN DEED RECORDED DECEMBER 16, 1965 IN BOOK 5252 PAGE 209 OF OFFICIAL RECORDS, DOCUMENT NO. 100919.

ALSO EXCEPTING THEREFROM, THE INTEREST CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES, IN DEEDS RECORDED JULY 21, 1966 IN BOOK 5339 PAGE 7 OF OFFICIAL

Exhibit A to Deed of Trust

SRAN Loan Nos. 22003088, 22003091, 22003092

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RECORDS, DOCUMENT NO. 54303 AND RECORDED JULY 21, 1966 IN BOOK 5339 PAGE 14 OF OFFICIAL RECORDS, DOCUMENT NO. 54308.

ALSO EXCEPTING THEREFROM, THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING, AT A POINT OF INTERSECTION OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER WITH THE NORTHEASTERLY BOUNDARY OF THE 59.518-ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JULY 21, 1966 IN BOOK 5339 PAGE 14 AS DOCUMENT NO. 54308, FRESNO COUNTY OFFICIAL RECORDS;

THENCE, (1) ALONG SAID NORTHEASTERLY BOUNDARY NORTH 40° 19' 23" WEST 110.00 FEET;
 THENCE, (2) LEAVING SAID NORTHEASTERLY BOUNDARY NORTH 49° 40' 37" EAST 80.00 FEET;
 THENCE, (3) SOUTH 40° 19' 23" EAST, 71.16 FEET;
 THENCE, (4) SOUTH 0° 36' 09" WEST 81.76 FEET TO A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER;
 THENCE, (5) ALONG SAID SOUTH LINE, NORTH 89° 23' 51" WEST 35.00 FEET TO THE POINT OF BEGINNING, AS CONVEYED TO WESTLANDS WATER DISTRICT, A PUBLIC AGENCY, IN DEED RECORDED AUGUST 24, 1972, IN BOOK 6062, PAGE 192, OF OFFICIAL RECORDS. DOCUMENT NO. 76512.

ALSO EXCEPTING THEREFROM, THE INTEREST IN ALL OIL, GAS, MINERALS RIGHTS IN SAID LAND, TOGETHER WITH THE RIGHT TO GO UPON SAID PROPERTY AT ANY TIME HEREAFTER FOR THE PURPOSE OF DEVELOPING AND EXTRACTING OIL, GAS, MINERALS AND OTHER HYDROCARBONS SUBSTANCES FROM SAID LANDS, AS RESERVED IN THE FOLLOWING DEEDS:

DEED FROM HARRY S. CLEARIE, THE DULY APPOINTED, QUALIFIED AND ACTING ADMINISTRATOR OF HE ESTATE OF ABBEY CLEARIE, ALSO KNOWN AS ABBEY CLEARIE, ABBEY R. CLEARIE AND AS ABBIE R. CLEARIE, DECEASED, TO JOHN G. INDART, RECORDED MAY 23, 1951, IN BOOK 3020 PAGE 302, OF OFFICIAL RECORDS, DOCUMENT NO. 30133.

DEED FROM MAUD E. ROOT AND ZOE E. ROOT, TO JOHN G. INDART, RECORDED MAY 23, 1951, IN BOOK 3020 PAGE 306, OF OFFICIAL RECORDS, DOCUMENT NO. 30134.

For APN/Parcel ID: 423-173-068

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

The SE 1/4 of Section 27, Township 23 South, Range 14 East, Mount Diablo Base and Meridian, together with the SW 1/4 of Section 27, Township 23 South, Range 14 East, Mount Diablo Base and Meridian, and together with the NE 1/4 of Section 34, Township 23 South, Range 14 East, Mount Diablo Base and Meridian, all in the County of Monterey, State of California.

Excepting therefrom all that portion thereof lying Southerly of the following described line:

Commencing at the Northeast corner of said Section 34, marked by a 1 1/2" iron pipe with tag marked "LS 2247", thence Southerly, along the East line of said Section 34, S. 00°13'36" East, a distance of 1207.96 feet to a 1" iron pipe with tag marked "LS 7929" and being the true point of beginning; thence leaving said East line, N. 89°47'54" West, a distance of 2649.63 feet to the West line of the NE 1/4 of said Section 34. Also excepting therefrom all that portion thereof lying Westerly of the following described line:

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Commencing at the NW corner of said SW 1/4 of said Section 27, thence Easterly, along the North line of said SW 1/4 of said Section 27, S. 89°58'39" East, a distance of 2158.32 feet to the true point of beginning; thence S. 02°45'30" East, a distance of 313.72 feet; thence S. 48°52'37" East, a distance of 412.46 feet; thence S. 17°23'23" East, a distance of 319.91 feet; thence S. 31°05'47" East, a distance of 113.34 feet to the East line of said SW 1/4 of said Section 27.

Further excepting therefrom all that portion thereof lying Northerly and Easterly of the following described line:

Commencing at an open 1" iron pipe marking the NE corner of the SE 1/4 of said Section 27, thence S. 00°12'49" East, along the East line of said Section 27, a distance of 340.00 feet to the true point of beginning; thence N. 89°58'39" West, a distance of 997.24 feet; thence N. 00°00'00" East, a distance of 340.00 feet to the North line of the SE 1/4 of said Section 27.

Said above legal description is pursuant to that certain Lot Line Adjustment as set forth in the "Certificate of Compliance" recorded January 26, 2016 as Series No. 2016004129 of Official Records of Monterey County.

Together with any and all water, water rights, ditches and ditch rights, storage rights and permits, licenses, certificates or shares of stock currently used on, belonging to, or in any way appurtenant to the real property described in this Exhibit A, whether now owned or hereafter acquired, whether now existing or hereafter arising, and all proceeds from the sale or other disposition of any such property.

Exhibit A to Deed of Trust

SRAN Loan Nos. 22003088, 22003091, 22003092

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EXHIBIT B

SRAN

Loan Nos. 22003088, 22003091, 22003092

**DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT, AND FIXTURE FILING**

As-extracted collateral (including without limitation oil, gas and other minerals); fixtures (including without limitation trade fixtures and windmills); equipment (excluding farm machinery and vehicles, but including without limitation wind machines, compressors, pumps, stanchions, equipment relating to power generation, irrigation equipment, pivots, pumps, motors, sprinkler systems, mainlines, hand lines, wheel lines, siphon tubes, gated pipe and all other irrigation equipment used for the production or transportation of water on the real property described in the attached Exhibit A or for the irrigation or drainage thereof); embedded software relating to the foregoing; permits, licenses, agreements and documents necessary to own or operate the real property described in the attached Exhibit A; supplies; and accounts, inventory, accounts generated from the real property described in the attached Exhibit A (including without limitation all leases, bonuses, royalties, subleases, franchises, rents, issues, profits and incomes arising therefrom and all the estate, right, title and interest of every nature in and to the same); whether now owned or hereafter acquired, whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such property, and all proceeds (including without limitation insurance proceeds) from the sale or other disposition of any such property. The aforementioned shall include, without limitation, the following:

Spain Ranch

50 horsepower General Electric motor (serial #W55964242)

50 horsepower General Electric motor (serial #R55161422)

Water Treatment System (twenty-four Flowguard sand media filters, two lift pumps, solid separators and a reverse osmosis water treatment system)

Pumping Plant

Water Filter System (three Flowguard sand media filters and a booster pump)

Cantua Ranch

600 horsepower U.S. electric motor

Filtration System (eight Flowguard sand media filters and a booster pump with a 100 horsepower electric motor)

Filtration System (ten Flowguard sand media filters and a booster pump with a 100 horsepower electric motor)

Irrigation equipment shall include without limitation above and underground pipeline, siphon tubes, gated pipe, main lines, electric lines, hand lines, wheel lines and all allied equipment such as control panels, pivot controls, wiring, wiring switch panels, shafting, openers, tubing, bowls, suction pipe, cones, reducers, valves, valve openers, reducers, end plugs, risers, stems, sprinkler heads, hoses and nozzles.

Exhibit B to Deed of Trust

SRAN Loan Nos. 22003088, 22003091, 22003092

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EXHIBIT C**Permanent Crop Mortgage Rider**

Trustors agree as follows:

1. The term "Permanent Crop" in this Rider means that part of the premises now maintained and operated primarily for the production of grapes, stone fruit, nut crops, apples, citrus or any other permanent vine or tree crop. This property consists of approximately 704 and 580 acres of almond permanent crop.
2. In the event Trustors secure a judgment for property damage and such award is intended by the parties to include damage to or loss to the permanent crops from the application of chemicals and/or water supply, Trustors agree to deliver to Lender the proceeds of such judgment which shall be applied to reduce the outstanding indebtedness secured by the Deed of Trust. Application of the proceeds shall be paid in the sole and absolute discretion of Lender and Lender may retain the entire amount of such an award or as determined by mortgagee may release a part thereof to mortgagor. Such application of proceeds shall not cure or waive any default by Trustor or Notice of Sale hereunder or invalidate any act done pursuant to such defaults.
3. Trustor will not commit or suffer waste of the premises or impairment in any manner of the agricultural value of the land, and without limiting the generality of the foregoing, will cultivate, irrigate, fertilize, spray, prune, replant all plantings, employ all practices in order to operate the land for its highest and best use as agricultural Property and keep the non-timber land free from all foul and noxious weeds, brush and other undesirable growths, provide for stock selection, crop rotation, drainage, prevention of erosion and pasture maintenance in accordance with the best farming practices in the community where Property is located.
4. In the event that Trustor has planted permanent plantings which are based upon a patent, Trustor hereby represents to Lender that Trustor has paid all necessary fees for the patented varieties planted on Property and in the event of a default in any of the terms or provisions of this agreement, hereby grants to Lender a license to the patented varieties and transfers all right, title an interest in the patented varieties as held by Trustor to Lender and further grants to Lender the right to sell said Property and plantings to third parties and transfer to them the patent rights.

[Signatures on following page.]

Exhibit C to Deed of Trust

SRAN Loan Nos. 22003088, 22003091, 22003092

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This Rider is attached to and made a part of this Deed of Trust, dated February 22, 2021, executed by the undersigned.

Trustor:

Navdep Singh Sran and Sukhwinder Kaur Sran, Co-Trustees, as community property, or their successors in trust, under the 2005 Sran Family Revocable Trust, dated August 10, 2005, and any amendments thereto

By: Navdep Singh Sran
Navdep Singh Sran, Co-Trustee

By: Sukhwinder Kaur Sran
Sukhwinder Kaur Sran, Co-Trustee

Trustor:

S3 GROUP, LLC, a California limited liability company

By: Lakhvir Singh Sran
Lakhvir Singh Sran, Member

By: Sukhjivan Singh Sran
Sukhjivan Singh Sran, Member

By: Savdeep Singh Sran
Savdeep Singh Sran, Member

Navdep Singh Sran and Sukhwinder Kaur Sran, Co-Trustees, , under the 2005 Sran Family Revocable Trust

By: Navdep Singh Sran
Navdep Singh Sran, Co-Trustee

By: Sukhwinder Kaur Sran
Sukhwinder Kaur Sran, Co-Trustee

SRAN VINEYARDS, LLC, a California limited liability company

By: Lakhvir Singh Sran
Lakhvir Singh Sran, Member

By: Sukhjivan Singh Sran
Sukhjivan Singh Sran, Member

By: Savdeep Singh Sran
Savdeep Singh Sran, Member

Not A

Exhibit C to Deed of Trust

SRAN Loan Nos. 22003088, 22003091, 22003092

DIAMOND WEST ALMOND – 1758 N. SISKIYOU AVE. – KERMAN, CA. 93630

OPERATIONAL STATEMENT

JULY 23, 2021

Development Services Division
STATEMENT FOR
2220 Tulare Street, Sixth Floor
Fresno, Ca. 93721

SUBJECT:
OPERATIONAL

APN 105-315-25S
1750 N. SISKIYOU AVE.
KERMAN, 93630

CURRENT CUP # 3404 approved April 4, 2013

To whom it may concern:

Diamond West Farming Company, Inc. is proposing an expansion to the existing almond processing and storage building previously approved under CUP # 3404 which approved a total area of 103,900 sq. ft. of which only 75,872 sq. ft were built under building permit dated April 05, 2013.

For purposes of clarity we will identify the existing building areas as phase 1. Phase 2 is the 28,028 sq. ft. area that was shown as future addition under CUP 3404 and we are proposing to build now. Phase 3 is an area of 36472 sq. ft. which we are proposing to build in conjunction with phase 2. Additionally we are proposing a future phase 4 of 52,000 sq. ft to be added on the east end of phase 3, and at the rear of the property phase 5 which is a 90,000 sq. ft. farm shop and equipment storage for all our farms.

The new phase 2, 3 and future 4 addition will be used for storage of the processed almonds. No additional processing is proposed. Portions of the new additions will be used for cold storage and the balance for dry storage of almond inventory produced here at our facility. Presently, we are storing this product along the exterior perimeter of our building so the indoor storage will allow production management greater flexibility in addressing food defense, pest control, quality control, and product flow concerns. Product will be primarily stored in 2000 lb. bins (4'x4'x5').

Hours of processing will remain from August through October, Monday – Friday from 8:00 am to 4:00 pm. Product will continue to be delivered via truck (approximately 111 trips) containing 24 bins (4'x4'x5' each). After processing packaged goods will ship out via truck in bulk bins of approximately 2000 lb. and 25-50 lb. boxes. These deliveries are conducted year 'round.

As we have adapted to more mechanical and automated tasking, we are able to maintain a smaller work force. We will have 8 year-round permanent employees and we add 20 seasonal employees from August through October. We have 30 standard parking stalls and 2 handicap stalls. One service delivery per day by semi-truck trailer. All access to site is from North Siskiyou Ave. We maintain two electric forklifts which circulate in and outside the building areas.

RECEIVED
COUNTY OF FRESNO

SEP 29 2021

DIAMOND WEST PACKING – CUP APP

Page 1 of 2

DEPARTMENT OF PUBLIC WORKS
AND PLANNING
DEVELOPMENT SERVICES DIVISION

All our processing which produces limited noise is conducted within the enclosed building areas. No new processing equipment is proposed in the new building areas. Water use is limited to restroom and break-room areas and some incidental equipment cleaning but no constant use. We are proposing to install an additional water tank to supplement the existing water supply for fire sprinkler system and required fire hydrants.

The exterior of the new addition will be factory pre-finished insulated wall and roof panels. The look will be very similar to our existing tilt-up construction with matching colors and trim profiles.

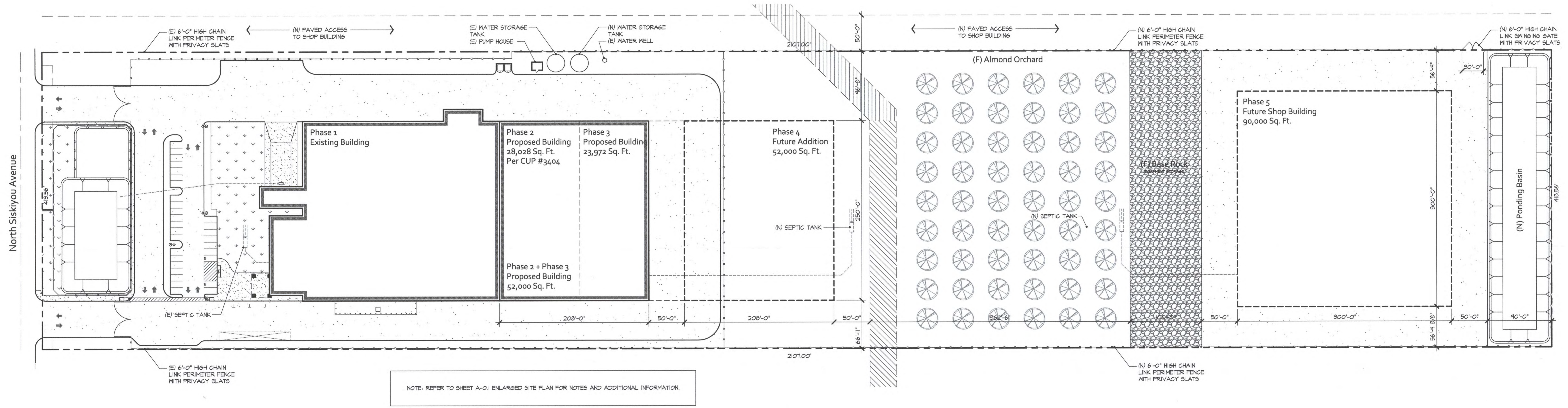
The future farm shop building will be used year-round for minor service and maintenance of all of our farm equipment including tractors, loaders, sweepers, sprayer rigs, harvesters, ...etc. Interior storage of our equipment has become a necessity due to weather protection of this ever-more sophisticated machinery as well as theft and vandalism in the fields. The shop building perimeter will have an 8' high masonry wainscot and prefinished steel panels on the walls to color match the rest of our buildings. Hours of operation will mainly be week-days 5:00 am to 3:00 pm as the weather permits during the different field tasks. The shop building is completely separate from the almond processing areas and we will construct a paved access road along our northern property line on the adjacent property which we also own.

As shown on the attached site plan, we will be constructing a ponding basin at the very east end of the property for drainage of all the new proposed phases of construction. Additional water tanks and onsite fire hydrants will be added as needed for fire protection.

Our processing and storage areas are completely fenced with 6' tall chain link fencing with privacy slats. We plan to extend this through-out the property perimeter. The front of our facility includes a very ornate wrought iron automatic entry gate system and well-manicured landscaped areas.

We look forward to a positive response from your agency.

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NOTE: REFER TO SHEET A-01 ENLARGED SITE PLAN FOR NOTES AND ADDITIONAL INFORMATION.

General Site Notes

- SITE DRAINAGE: GENERAL INTENT IS TO MAINTAIN EXISTING RAIN WATER RUNOFF FROM EXISTING PAVING TO EXISTING DIRT AREAS.
- PROPERTY LINES: THE LINES SHOWN ARE BASED ON AVAILABLE INFORMATION FROM ASSESSORS PLOT MAP AND SITE INVESTIGATION.
- PROVIDE A MINIMUM 12' ADDRESS ON THE SIDE OF THE BUILDING FOR BUILDINGS GREATER THAN 50' FROM THE STREET AND A MINIMUM 6' ON THE SIDE OF THE BUILDING FOR BUILDINGS 50' OR LESS FROM THE STREET.
- SIGNS, OTHER THAN DIRECTIONAL SIGNS, IF APPLICABLE, ARE NOT APPROVED FOR INSTALLATION AS PART OF THIS SPECIAL PERMIT. SHOULD ADDITIONAL SIGNS BE REQUIRED, THE APPLICANT MUST SUBMIT FOR A SIGN REVIEW PERMIT. APPLICATIONS AND REQUIREMENTS FOR SUBMITTAL ARE AVAILABLE AT THE PLANNING DIVISION'S PUBLIC FRONT COUNTER.
- ALL CONST. WORK ON THIS PROJECT IS SUBJECT TO INTERRUPTION IF THE ROAD SYSTEM BECOMES IMPASSABLE FOR FIRE APPARATUS DUE TO RAIN OR OTHER OBSTACLES. THE PROJECT WILL BE SUBJECT TO SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT REGULATION VIII TO REDUCE PM-10 EMISSIONS.
- ALL GROUND MOUNTED MECHANICAL EQUIPMENT HAVE NOISE LEVEL RATINGS OF 95LDN MAX. MEASURED AT NEAREST PROPERTY LINE. IF EXCEEDING THIS LEVEL, PROVIDE ACOUSTIC Baffles TO REDUCE TO BELOW THIS LEVEL.
- ANY ACTIVE RODENT OR INSECT INFESTATION SHOULD BE ABATED PRIOR TO DEMOLITION WORK TO PREVENT SPREAD OF VECTORS TO ADJACENT PROPERTIES.
- PRIOR TO FINAL INSPECTION, A WRITTEN CERTIFICATION, SIGNED BY A LANDSCAPE PROFESSIONAL APPROVED BY THE DIRECTOR, SHALL BE SUBMITTED STATING THAT AN IRRIGATION SYSTEM WAS INSTALLED IN ACCORDANCE W/ THE LANDSCAPING AND IRRIGATION PLANS APPROVED BY THE DEVELOPMENT SERVICES DIVISION, DEVELOPMENT DEPT.
- LANDSCAPING MUST BE IN PLACE BEFORE ISSUANCE OF CERTIFICATE OF OCCUPANCY. A HOLD ON OCCUPANCY SHALL BE PLACED ON THE PROPOSED DEVELOPMENT UNTIL SUCH TIME THAT THE LANDSCAPING HAS BEEN APPROVED AND VERIFIED FOR PROPER INSTALLATION BY THE DEVELOPMENT SERVICES DIVISION.
- TREES SHALL BE MAINTAINED IN GOOD HEALTH. HOWEVER, TREES MAY NOT BE TRIMMED OR PRUNED TO REDUCE THE NATURAL HEIGHT OR OVERALL CROWN OF THE TREE, EXCEPT AS NECESSARY FOR THE HEALTH OF THE TREE & PUBLIC SAFETY.
- NO USES OF LAND, BUILDINGS, OR STRUCTURES OTHER THAN SPECIFICALLY APPROVED PURSUANT TO THIS SITE PLAN SHALL BE PERMITTED.
- ALL ACCESSIBLE STALLS SHALL BE MARKED WITH THE INTERNATIONAL SYMBOL OF SPACES AND A WARNING THAT VEHICLES IN VIOLATION OF SECTION 10-1017 OF THE FRESNO MUNICIPAL CODE SHALL BE TOWED AWAY. THE INTERNATIONAL SYMBOL AND TOW AWAY WARNING SHALL BE POSTED CONSPICUOUSLY ON SEVEN FOOT POLES.
- ALL ACCESSIBLE PARKING STALLS SHALL BE PLACED ADJACENT TO FACILITY ACCESS RAMP OR IN STRATEGIC AREAS WHERE THE HANDICAPPED SHALL NOT HAVE TO WHEEL OR WALK BEHIND PARKED VEHICLES WHILE TRAVELING TO OR FROM HANDICAPPED PARKING STALLS OR RAMPS.
- LIGHTING WHERE PROVIDED TO ILLUMINATE PARKING, SALES OR DISPLAY AREAS SHALL BE HOODED AND SO ARRANGED AND CONTROLLED SO AS TO NOT CAUSE A NUISANCE EITHER TO HIGHWAY TRAFFIC OR TO THE LIVING ENVIRONMENT. THE AMOUNT OF LIGHT SHALL BE PROVIDED ACCORDING TO THE STANDARDS OF THE DEPT. OF PUBLIC WORKS.
- ON-SITE LIGHTING: TO CONFORM TO ORDINANCES AND TO BE WALL MOUNTED, OR GROUND MOUNTED, SHIELDED BOX TYPE, HOODED & CONTROLLED SO AS TO PREVENT GLARE ON ADJACENT PROPERTIES. LAYOUT AND ENGINEERING TO BE REVIEWED UNDER BUILDINGS PLAN CHECK. LAYOUT SHOWN IS ONLY PRELIMINARY TO INDICATE INTENT. AMOUNT OF LIGHT PER STANDARDS OF DEPT. OF P.W.
- ANY SURVEY MONUMENTS WITHIN THE AREA OF CONSTRUCTION SHALL BE PRESERVED OR RESET BY A PERSON LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA.
- REPAIR ALL DAMAGED AND/OR OFF-GRADE CONCRETE STREET IMPROVEMENTS AS DETERMINED BY THE PUBLIC WORKS DEPT., CONSTRUCTION MANAGEMENT ENGINEER PRIOR TO OCCUPANCY.
- CONTACT PUBLIC WORKS DEPT., TRAFFIC ENGINEERING 10 WORKING DAYS PRIOR TO ANY OFF-SITE CONCRETE CONSTRUCTION.
- A BACKFLOW PREVENTION DEVICE MAY BE REQUIRED. CONTACT PUBLIC WORKS DEPT., WATER DIVISION INSTALLED ON-SITE IN A LOCATION APPROVED BY FOR REQUIREMENTS. DEVICES MUST BE THE CROSS CONNECTION CONTROL OFFICER. A PLUMBING PERMIT IS REQUIRED TO INSTALL DEVICE. BE INSTALLED AT THE OWNERS EXPENSE BY A BACKFLOW PREVENTION DEVICES REQUIRED SHALL QUALIFIED JOURNEYMAN PLUMBER CERTIFIED AS COMPETENT FOR SUCH PURPOSES BY THE WATER SYSTEMS MANAGER. BACKFLOW DEVICES MUST BE TESTED AND ACCEPTED BY THE WATER DIVISION PRIOR TO GRANTING BUILDING OCCUPANCY. DEVELOPER IS RESPONSIBLE TO CONTACT THE WATER DIVISION A MIN. OF 5 DAYS PRIOR TO REQUEST FOR FINAL BUILDING INSPECTION.
- THE BACKFLOW DEVICE SHALL BE SCREENED BY LANDSCAPING OR OTHER MEANS AS MAY BE APPROVED.
- IF THERE ARE SUSPECTED HUMAN REMAINS, THE FRESNO COUNTY CORONER SHALL BE CONTACTED IMMEDIATELY. IF THE REMAINS OR OTHER ARCHEOLOGICAL MATERIAL IS POSSIBLY NATIVE AMERICAN IN (PHONE: 916-655-4082) SHALL BE IMMEDIATELY ORIGIN THE NATIVE AMERICAN HERITAGE COMMISSION CONTACTED, AND THE CALIFORNIA ARCHEOLOGICAL INVENTORY / SOUTHERN SAN JOAQUIN VALLEY INFORMATION CENTER (PHONE: 805-644-2284) SHALL BE CONTACTED TO OBTAIN A REFERRAL LIST OF RECOGNIZED ARCHEOLOGISTS. AN ARCHEOLOGICAL ASSESSMENT SHALL BE CONDUCTED FOR THE PROJECT. THE SITE SHALL BE FORMALLY RECORDED, AND RECOMMENDATIONS MADE TO THE COUNTY AS TO ANY FURTHER SITE INVESTIGATION OR SITE AVOIDANCE/PRESERVATION.
- IF THERE ARE SUSPECTED HUMAN REMAINS, THE FRESNO COUNTY CORONER SHALL BE CONTACTED IMMEDIATELY. IF THE REMAINS OR OTHER ARCHEOLOGICAL MATERIAL IS POSSIBLY NATIVE AMERICAN IN (PHONE: 916-655-4082) SHALL BE IMMEDIATELY ORIGIN THE NATIVE AMERICAN HERITAGE COMMISSION CONTACTED, AND THE CALIFORNIA ARCHEOLOGICAL INVENTORY / SOUTHERN SAN JOAQUIN VALLEY INFORMATION CENTER (PHONE: 805-644-2284) SHALL BE CONTACTED TO OBTAIN A REFERRAL LIST OF RECOGNIZED ARCHEOLOGISTS. AN ARCHEOLOGICAL ASSESSMENT SHALL BE CONDUCTED FOR THE PROJECT. THE SITE SHALL BE FORMALLY RECORDED, AND RECOMMENDATIONS MADE TO THE COUNTY AS TO ANY FURTHER SITE INVESTIGATION OR SITE AVOIDANCE/PRESERVATION.
- IF ARCHEOLOGICAL AND/OR ANIMAL POSSIBL. MATERIAL IS ENCOUNTERED DURING PROJECT SURVEYING, GRADING, EXCAVATING OR CONSTRUCTION, WORK SHALL STOP IMMEDIATELY.
- APPROVAL OF THE SPECIAL PERMIT BECOMES NULL & VOID IN THE EVENT THAT DEVELOPMENT IS NOT COMPLETED IN ACCORDANCE WITH ALL THE CONDITIONS AND REQUIREMENTS IMPOSED ON THIS SPECIAL PERMIT, THE ZONING ORDINANCE AND ALL PUBLIC WORKS STANDARDS AND SPECIFICATIONS. THE DEVELOPMENT & RESOURCE MANAGEMENT DEPARTMENT SHALL NOT ASSUME RESPONSIBILITY FOR ANY DELETIONS OR OMISSIONS RESULTING FROM THE SPECIAL PERMIT REVIEW PROCESS, OR FOR ADDITIONS OR ALTERATIONS TO CONSTRUCTION PLANS NOT SPECIFICALLY SUBMITTED AND REVIEWED AND APPROVED PURSUANT TO THIS SPECIAL PERMIT OR SUBSEQUENT AMENDMENTS OR REVISIONS.
- 2 WORKING DAYS BEFORE COMMENCING EXCAVATION OPERATIONS WITHIN THE STREET RIGHT-OF-WAY AND/OR UTILITY EASEMENTS, ALL EXISTING UNDERGROUND FACILITIES SHALL HAVE BEEN LOCATED BY UNDERGROUND SERVICE ALERT (USA) CALL 1-800-642-2444.
- OPEN STREET CUTS ARE NOT PERMITTED. ALL UTILITY CONNECTIONS MUST BE BORED.
- ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND STANDARD DRAWINGS OF THE COUNTY OF FRESNO, PUBLIC WORKS DEPT. THE PERFORMANCE OF ANY WORK WITHIN THE PUBLIC STREET RIGHT-OF-WAY (INCLUDING PEDESTRIAN WATER AND SEWER UTILITY EASEMENTS) REQUIRES A STREET WORK PERMIT PRIOR TO COMMENCEMENT OF WORK. CONTACT THE COUNTY OF FRESNO PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES SECTION FOR DETAILED INFORMATION. ALL REQUIRED STREET IMPROVEMENTS MUST BE COMPLETED AND ACCEPTED BY THE COUNTY PRIOR TO OCCUPANCY.
- NO STRUCTURES OF ANY KIND MAY BE INSTALLED OR MAINTAINED WITHIN THE LANDSCAPED AREAS. (EXCEPT THE BACKFLOW PREVENTION NO EXPOSED UTILITY BOXES, TRANSFORMERS, METERS, PIPING LANDSCAPE AREAS OR SETBACKS OR ON THE DEVICE) ETC. ARE ALLOWED TO BE LOCATED IN THE BY LANDSCAPING STREET FRONTAGE OF THE BUILDINGS. THE BACKFLOW DEVICE SHALL BE SCREENED OR SUCH OTHER MEANS AS APPROVED.

City Use Only

Architect

Project

Warehouse Addition for:
 Diamond West Farming
 1758 North Siskiyou Avenue
 Kerman, CA 93630

Owner

Diamond West Farming
 1758 North Siskiyou Avenue
 Kerman, CA 93630

Publishing Status

Schematic	
Design Developmt.	
Site Plan Review	
Bidding	
Plan Check	

Revisions

1	
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Scale

1"=60'-0"

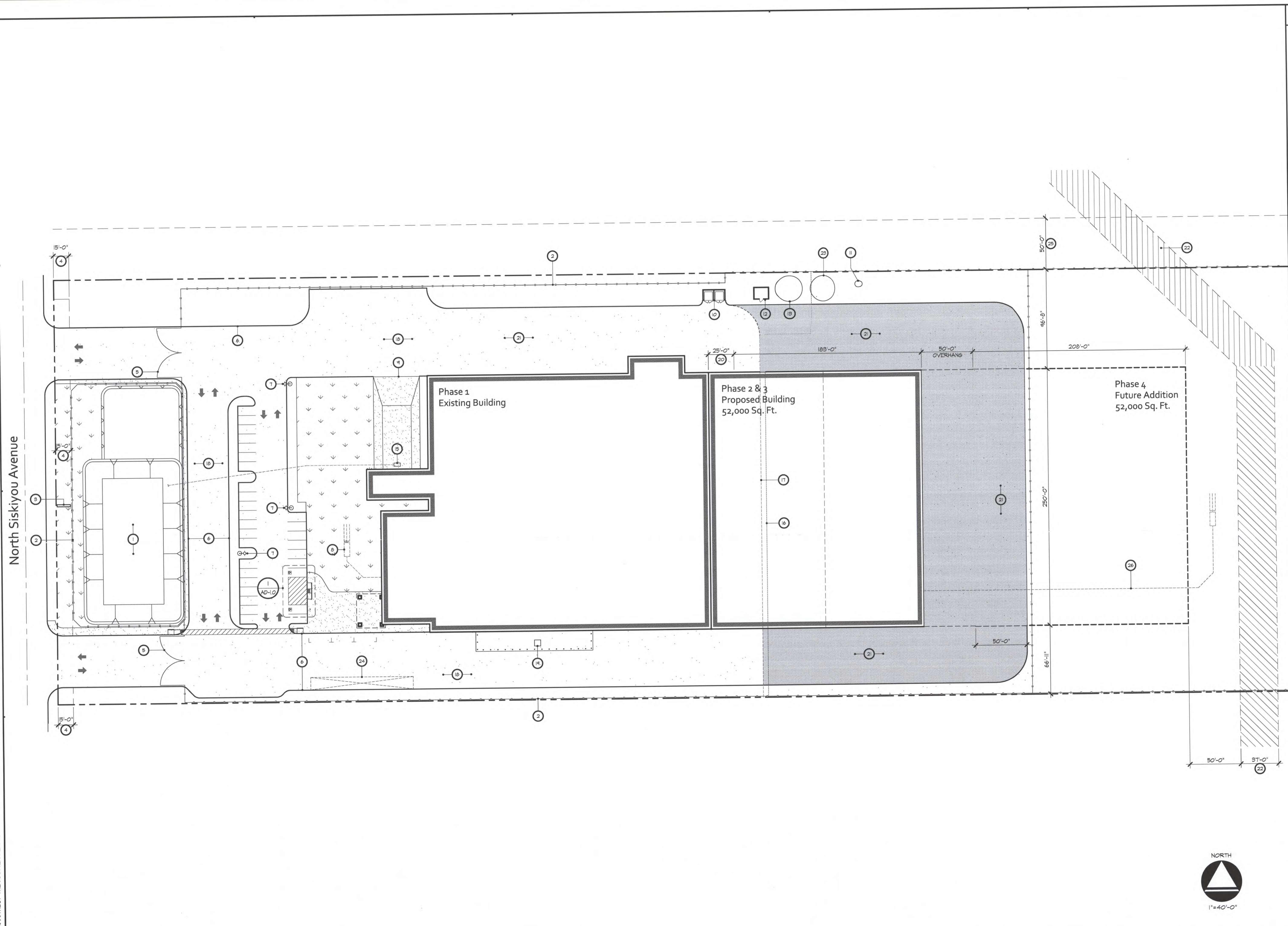
Project Manager
 IAN ROBERTSON

Project Number
 21-090

Sheet
 A-0.0

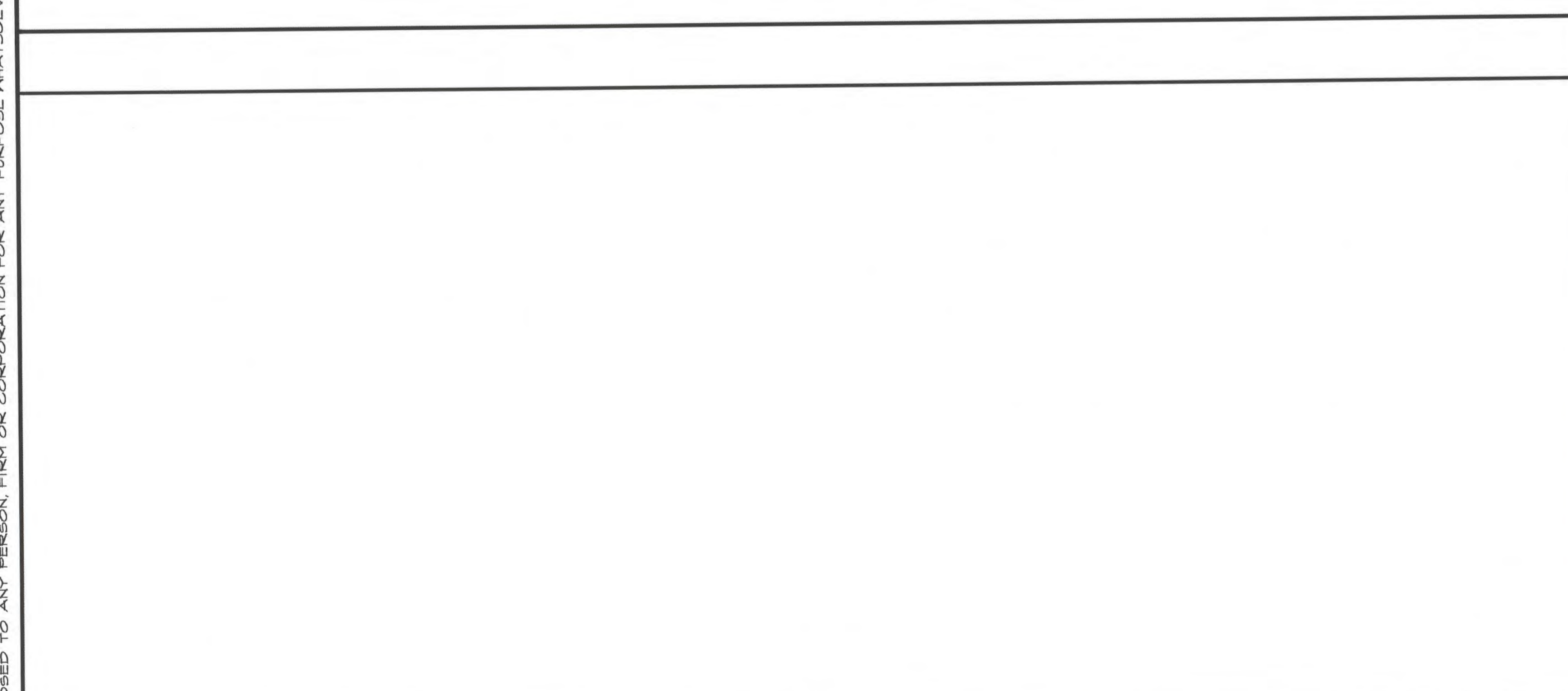
Overall Site Plan

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- ### Keyed Site Plan Notes
- 1 INDICATES EXISTING PONDING BASIN.
 - 2 INDICATES EXISTING 6'-0" HIGH CHAIN LINK FENCE.
 - 3 INDICATES EXISTING MONUMENT SIGN.
 - 4 INDICATES EXISTING LANDSCAPING.
 - 5 INDICATES EXISTING (2) 6'-0" HIGH X 25'-0" WIDE SPINNING WROUGHT IRON GATES WITH BEST PADLOCK MODEL 218700 SERIES OR ELECTRIC CYLINDER SWITCH MODEL 17122.
 - 6 INDICATES EXISTING 6" HIGH CONCRETE CURB.
 - 7 INDICATES EXISTING SITE LIGHTING.
 - 8 INDICATES EXISTING SEPTIC SYSTEM.
 - 9 INDICATES EXISTING TRUCK DOCK.
 - 10 INDICATES EXISTING TRASH ENCLOSURE.
 - 11 INDICATES EXISTING WATER WELL AND PUMP.
 - 12 INDICATES EXISTING GUM PUMP HOUSE.
 - 13 INDICATES EXISTING 90,000 GALLON WATER STORAGE TANK.
 - 14 NOT USED.
 - 15 INDICATES EXISTING SUMP PUMP.
 - 16 INDICATES EXISTING CHAIN LINK FENCE TO BE REMOVED.
 - 17 INDICATES LINE OF EXISTING DRIVE TO BE REMOVED.
 - 18 INDICATES EXISTING CONCRETE PAVING.
 - 19 INDICATES EXISTING P.6.4E. TRANSFORMER/METER.
 - 20 INDICATES EXISTING ROOF OVERHANGS FROM EXISTING BUILDING TO BE INFILLED.
 - 21 INDICATES NEW CONCRETE PAVING. REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION.
 - 22 INDICATES LOCATION OF RELOCATED IRRIGATION EASEMENT. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
 - 23 INDICATES LOCATION OF NEW WATER STORAGE TANK.
 - 24 INDICATES LOCATION OF EXISTING TRUCK SCALE.
 - 25 INDICATES PROPOSED LOCATION OF FUTURE PAVED ACCESS ROAD TO FUTURE SHOP BUILDING.
 - 26 INDICATES NEW SEPTIC TANK AND LEACH FIELD.

- ### General Notes
1. THE RECYCLING OF CONSTRUCTION AND DEMOLITION (C & D) WASTE MATERIALS IS REQUIRED. ALL CONSTRUCTION WASTE MATERIALS (CONFINED C & D) WILL BE HAILED AND SORTED BY THE APPROVED WASTE MANAGEMENT FACILITY LISTED BELOW. WEIGHT TAGS AND DOCUMENTATION SHALL BE RECORDED AND SENT TO THE COUNTY OF MADERA PRIOR TO BUILDING FINAL WASTE RECYCLING SERVICES SHALL BE PROVIDED BY: KROEGER, INC. 4621 S. CHESTNUT AVE, FRESNO, CA 93725 (554) 237-5764.
 2. SUBMIT COMPLETE FIRE SPRINKLER PLANS TO THE COUNTY OF MADERA FIRE PREVENTION BUREAU (CAL-FIRE) (CAL-FIRE) FOR APPROVAL PRIOR TO ANY INSTALLATION OR MODIFICATION.
 3. PROVIDE A 5-INCH BY 5-INCH SYMBOL OF ACCESSIBILITY AT ALL PRIMARY BUILDING ENTRANCES.
 4. PROVIDE PORTABLE FIRE EXTINGUISHER(S) CLASS 2A/10B.G PER NFPA 10, ONE FOR EACH 3,000 SQ. FT. OR PORTION THEREOF OF FLOOR SPACE AND TRAVEL DISTANCE NOT TO EXCEED 75'. SEE PLAN FOR LOCATION(S).
 5. A PROPOSAL FOR SPECIAL INSPECTION PREPARED BY THE SPECIAL INSPECTION AGENCY OF RECORD IN ACCORDANCE WITH THE 2004 CBC MUST BE SUBMITTED PRIOR TO ISSUANCE OF PERMITS. THE SPECIAL INSPECTION AGENCY MUST BE CERTIFIED BY THE IAS (INTERNATIONAL ACCREDITATION SERVICE) OR DSA (DIVISION OF STATE ARCHITECT). THE PROPOSAL MUST INDICATE THAT SPECIAL INSPECTION WAS RETAINED BY THE OWNER OR THE OWNER'S AGENT, OR THE DESIGN PROFESSIONAL OF RECORD, BUT NOT THE CONTRACTOR OR THE PERSON RESPONSIBLE FOR THE WORK. THE PROPOSAL MUST IDENTIFY THE SCOPE OF REQUIRED INSPECTIONS, LIST THE INDIVIDUALS PERFORMING THE INSPECTIONS (INCLUDE CURRENT INDIVIDUAL CERTIFICATIONS AS WELL AS THE LABORATORY'S CERTIFICATION), AND MUST BE ATTACHED TO EACH SET OF PLANS.
 6. ALL FIELD WELDING SHALL BE INSPECTED BY AN APPROVED TESTING AGENCY IN ACCORDANCE WITH THE 2004 CBC. PRIOR TO OBTAINING BUILDING PERMIT, SUBMIT INSPECTOR QUALIFICATIONS IN ACCORDANCE WITH THE 2004 CBC. SUBMIT THESE SPECIAL INSPECTION REPORTS TO THE DEVELOPMENT DEPARTMENT, BUILDING AND SAFETY DIVISION PRIOR TO OCCUPANCY.
 7. ALL HIGH-STRENGTH BOLTING SHALL BE INSPECTED BY AN APPROVED TESTING AGENCY IN ACCORDANCE WITH THE 2004 CBC. SUCH INSPECTIONS MAY BE PERFORMED ON A PERIODIC BASIS IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 1701. SUBMIT INSPECTOR QUALIFICATIONS IN ACCORDANCE WITH 2004 CBC PRIOR TO OBTAINING BUILDING PERMITS. SUBMIT INSPECTION REPORTS TO THE DEVELOPMENT DEPARTMENT, BUILDING AND SAFETY SERVICES DIVISION PRIOR TO OCCUPANCY.
 8. JOB CARD IS REQUIRED TO BE AVAILABLE FOR SIGNATURE AT THE JOBSITE.
 9. LOCATE AND EXPOSE ALL PROPERTY CORNERS AND STRING PROPERTY LINES PRIOR TO FOUNDATION INSPECTION.
 10. CHANGES FROM THE APPROVED PLANS DURING CONSTRUCTION SHALL CAUSE PLAN APPROVAL AND CONSTRUCTION TO BE SUBMITTED, A NEW PLAN CHECK (FOR REVIEW SHOWING CHANGES) WILL BE SUBMITTED FOR REVIEW AND APPROVAL THROUGH THE NORMAL PLAN CHECK PROCESS.



Vicinity Map

PROJECT LOCATION

Overall Site Data

PROJECT DATA:		TOTAL PARKING ON SITE:	
SITE ADDRESS:	1758 N SISKIYOU AVE. KERMAN, CA 93630	EXISTING STALLS PROVIDED:	28 STANDARD STALLS 2 ACCESSIBLE STALLS
A.P.N. No.:	015-315-256	TOTAL EXISTING STALLS PROVIDED:	30 STALLS
ZONING:	AE20		
CONSTRUCTION TYPE:	V-B (SPRINKLERED)		
OCCUPANCY TYPE:	S-1		
PARCEL DESCRIPTION:			
GROSS LAND AREA:	414.72 ACRES - (18594,003 SF)		
SITE DATA:			
BUILDING AREA:	52,000 SF		
AREA OF OVERHANG:	12,500 SF		
TOTAL:	64,500 SF		

City Use Only

Revisions	
Scale	1"=40'-0"
Project Manager	IAN ROBERTSON
Project Number	21-030
Sheet	A-0.1

1465 North Van Ness Avenue
Fresno, California 93728
559.442.4642 voice
559.485.9081 fax

Architect

Project

**Warehouse Addition for:
Diamond West Farming
1758 North Siskiyou Avenue
Kerman, CA 93630**

Owner

**Diamond West Farming
1758 North Siskiyou Avenue
Kerman, CA 93630**

Publishing Status

Schematic	
Design Developm't.	
Site Plan Review	
Bidding	
Plan Check	

Scale

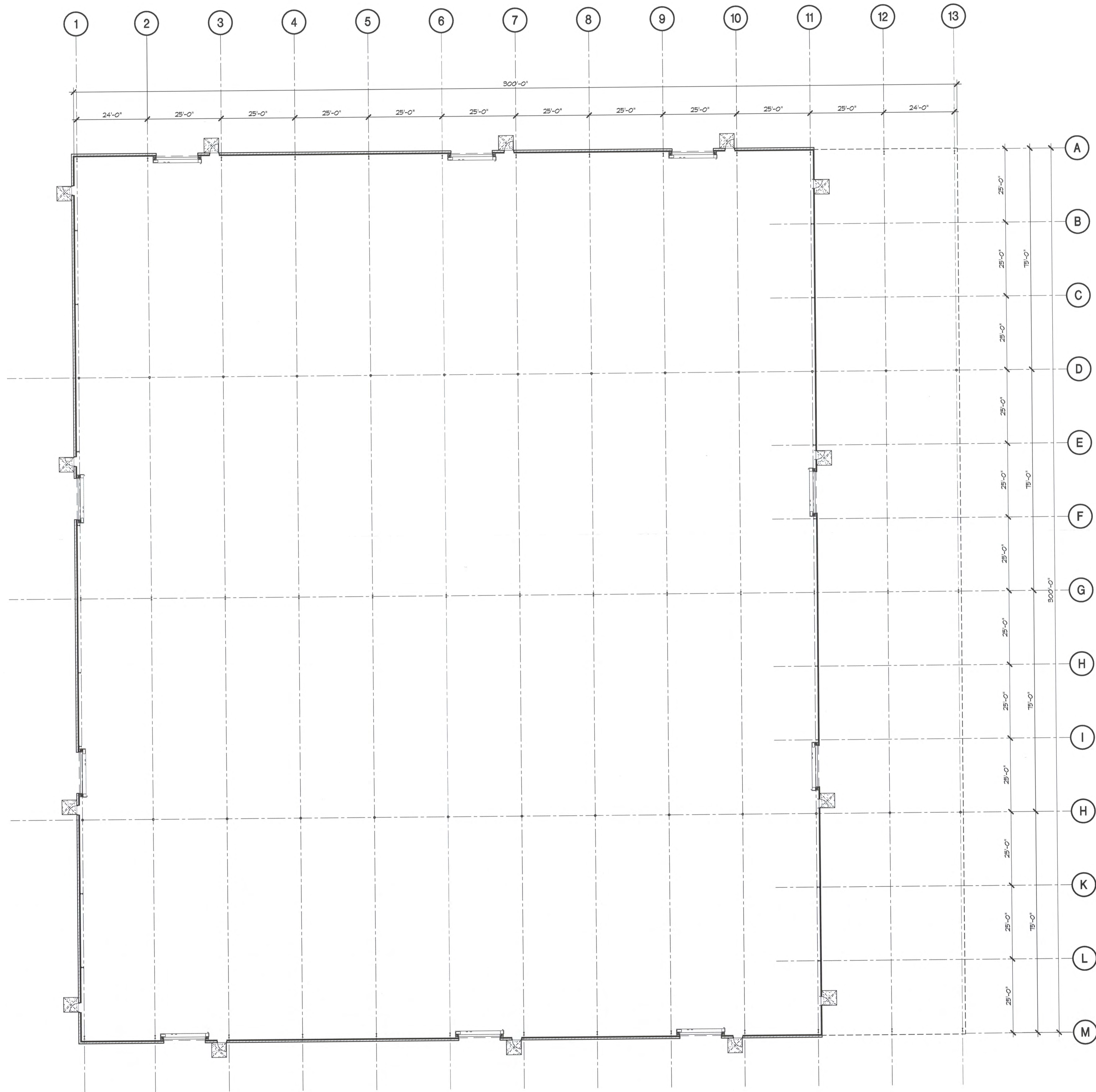
1"=40'-0"

Project Manager
IAN ROBERTSON

Project Number
21-030

Sheet
A-0.1

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Keyed Floor Plan Notes

- Wall Legend**
- INDICATES NEW STOREFRONT SYSTEM.
 - INDICATES NEW EXTERIOR SPLITFACE CMU BULKHEAD.
 - INDICATES NEW METAL BUILDING SKIRTS AND METAL SIDING - REFER TO METAL BUILDING PLANS FOR ADDITIONAL INFORMATION.

- General Notes**
1. GENERAL CONTRACTOR SHALL INTERFACE WITH PLUMBING, MECHANICAL, AND ELECTRICAL PLANS TO CONFIRM ANY SPECIFIC REQUIREMENTS OF ALL FIXTURES/FURNISHINGS SHOWN ON PLANS.
 2. GENERAL CONTRACTOR IS RESPONSIBLE TO COORDINATE ALL BLOCKING AND BACKING LOCATIONS AS REQUIRED BY EQUIPMENT, FURNISHINGS, & FIXTURE SUPPLIERS.
 3. THIS PERMIT DOES NOT INCLUDE ANY HIGH PILE STORAGE (PER UFG) OR RACK STORAGE OVER 8 FEET HIGH. ANY SUCH PROPOSED STORAGE WILL REQUIRE PLANS SUBMITTED FOR REVIEW AND APPROVAL AND ISSUANCE OF PERMITS.

City Use Only



Project
New Ag Storage Building for:
 Diamond West Farming
 1758 North Siskiyou Avenue
 Kerman, CA 93630

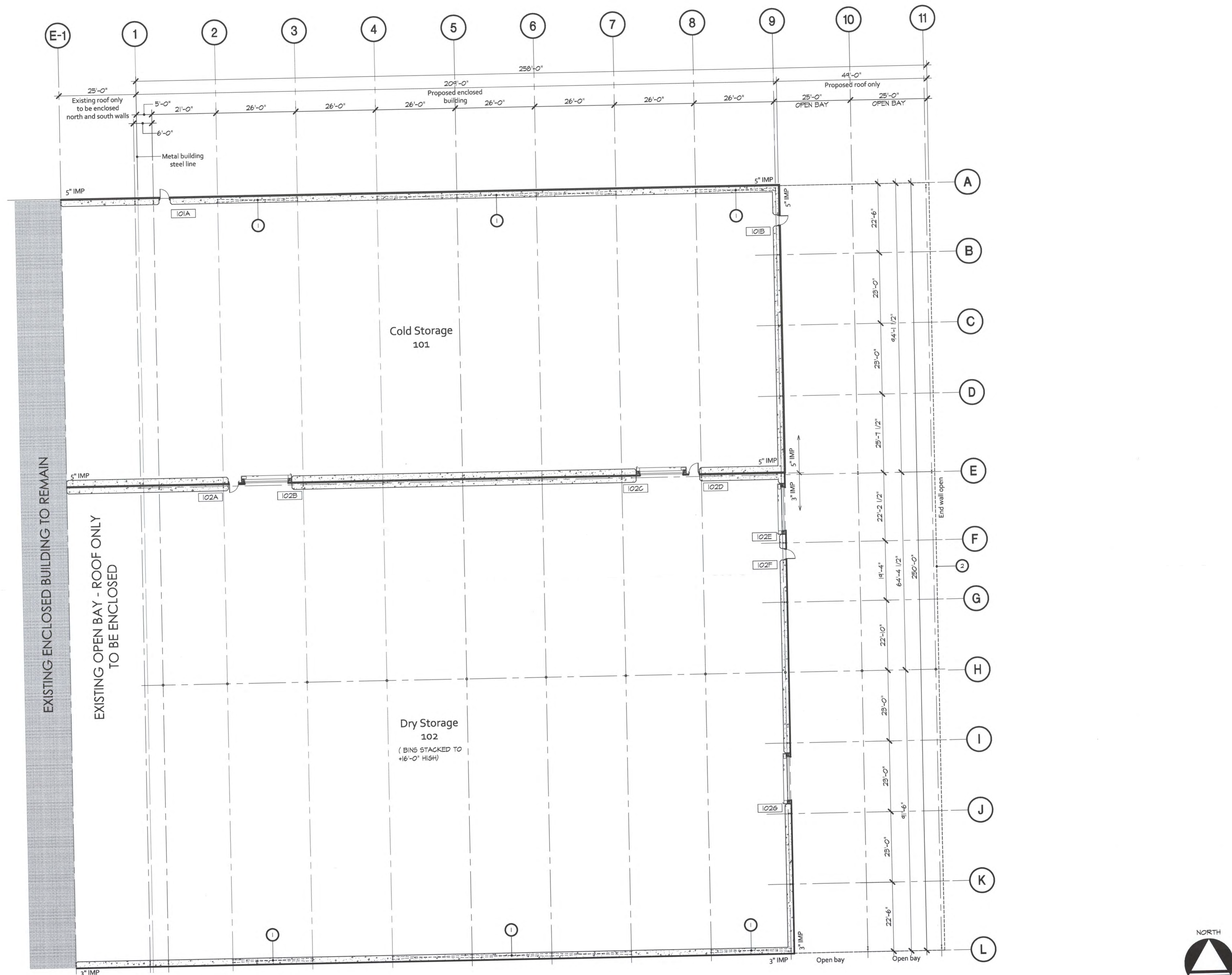
Owner
Diamond West Farming
 1758 North Siskiyou Avenue
 Kerman, CA 93630

Publishing Status	
Schematic	<input type="checkbox"/>
Design Developm't.	<input type="checkbox"/>
Site Plan Review	<input type="checkbox"/>
Bidding	<input type="checkbox"/>
Plan Check	<input type="checkbox"/>

Revisions	
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Scale	3/32"=1'-0"
Project Manager	IAN ROBERTSON
Project Number	21-080
Sheet	

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Keyed Floor Plan Notes

- INDICATES STRUCTURAL X-BRACINGS. REFER TO METAL BUILDING DRAWINGS FOR ADDITIONAL INFORMATION.
- INDICATES OUTLINE OF OVERHANGS ABOVE.

General Notes

- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL BLOCKING AND BRACKING LOCATIONS AS REQUIRED BY EQUIPMENT, FURNISHINGS, & FIXTURE SUPPLIERS.
- GENERAL CONTRACTOR SHALL INTERFACE WITH PLUMBING, MECHANICAL, AND ELECTRICAL PLANS TO CONFIRM ANY SPECIFIC REQUIREMENTS OF ALL FIXTURES/FURNISHINGS SHOWN ON PLANS.
- PLANS ARE NOT TO BE SCALED - INDICATED DIMENSIONS SHALL GOVERN.
- GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IF ANY AMBIGUOUS OR UNCLEAR CONDITIONS ARE ENCOUNTERED.
- INSTALL ALL EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

General Door Notes

- DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES SHALL BE INSTALLED 34 INCHES MIN. AND 44 INCHES MAX. ABOVE FINISH FLOOR AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE.
- THE BOTTOM 10" OF ALL DOORS SHALL HAVE A SMOOTH AND UNINTERRUPTED SURFACE TO ALLOW THE DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST, WITHOUT CREATING A TRAP OR HAZARDOUS CONDITION. WHERE NARROW FRAME DOORS ARE USED, THE 10" HIGH SMOOTH PANEL MUST BE INSTALLED ON THE PUSH SIDE OF THE DOOR.
- MAXIMUM EFFORT TO OPERATE DOORS SHALL BE AS FOLLOWS:
 A. INTERIOR DOORS: 5 POUNDS MAX. PRESSURE TO OPERATE.
 B. EXTERIOR DOORS: 5 POUNDS MAX. PRESSURE TO OPERATE.
 C. FIRE DOORS: 15 POUNDS MAX. PRESSURE TO OPERATE.
- GENERAL CONTRACTOR SHALL PROVIDE ARCHITECT WITH SUPPLIER'S HARDWARE SCHEDULE FOR REVIEW AND APPROVAL PRIOR TO ORDERING. REFER TO HARDWARE SCHEDULE (THIS SHEET) FOR HARDWARE FINISH COLOR.
- EXCEPTION: IN GROUPS A DIVISION 9, B, F, M AND S OCCUPANCIES AND IN ALL GARAGES, KEY LOCKING HARDWARE MAY BE USED ON THE MAIN WHEN THE MAIN EXIT CONSISTS OF A SINGLE DOOR OR PAIR OF DOORS IF THERE IS A READILY VISIBLE DURABLE SIGN ON OR ADJACENT TO THE DOOR STATING THIS DOOR TO REMAIN UNLOCKED WHENEVER THIS SPACE IS OCCUPIED. THE SIGN SHALL BE IN LETTERS NOT LESS THAN 1 INCH HIGH ON A CONTRASTING BACKGROUND, WHEN UNLOCKED, THE SINGLE DOOR OR BOTH LEAVES OF A PAIR OF DOORS MUST BE FREE TO SWING WITHOUT OPERATION OF ANY LATCHING DEVICE. THE USE OF THIS EXCEPTION MAY BE REVOKED BY THE BUILDING OFFICIAL OR ENFORCING AGENCY FOR DUE CAUSE.
- ALL DOORS SHALL HAVE AN OPENING FORCE NOT TO EXCEED 5 POUNDS WHEN APPLIED TO THE LATCH SIDE.
- WHERE DOOR CLOSERS ARE USED, CLOSERS MUST BE SET SO THAT IT TAKES THE DOOR AT LEAST 5 SECONDS TO CLOSE FROM AN OPEN POSITION OF 90 DEGREES TO WITHIN 3-INCHES OF THE LATCH.
- A MAXIMUM OF 1/2" OFFSET AT ALL THRESHOLDS AND AT ANY CHANGE OF FLOORING MATERIAL. OFFSETS GREATER THAN 1/4" REQUIRE A MAXIMUM BEVELED SLOPE OF 1 UNIT VERTICAL TO 2 UNITS HORIZONTAL, EXCEPT THAT LEVEL CHANGES NOT EXCEEDING 1/4" MAY BE VERTICAL.
- NO THUMB LATCHES OR KEYS CYLINDER DEAD BOLTS ALLOWED ON ANY DOOR UNLESS OPERATED BY A SINGLE ACTION WITH A LEVER.
- ALL DOOR HARDWARE, HINGES AND ACCESSORIES TO HAVE "626" SATIN CHROMIUM PLATED FINISH.
- MANUALLY OPERATED EDGE OR SURFACE MOUNTED FLUSH BOLTS AND SURFACE BOLTS SHALL BE PROHIBITED.
- ALL DOORWAYS SHALL HAVE A CLEAR AND UNOBSTRUCTED WIDTH OF NOT LESS THAN 32 INCHES.
- DOORS SHALL BE READILY OPERABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.
- WHERE EGRESS DOORS ARE USED IN PAIRS, APPROVED AUTOMATIC FLUSH BOLTS SHALL BE PERMITTED TO BE USED PROVIDED THAT THE LEAF HAVING THE AUTOMATIC FLUSH BOLTS HAS NO DOOR KNOB OR SURFACE MOUNTED HARDWARE.
- THE UNLATCHING OF ANY DOOR OR LEAF SHALL NOT REQUIRE MORE THAN ONE OPERATION.
- ALL DOOR HARDWARE SHALL BE ADA APPROVED LEVER OR PULL TYPE THROUGHOUT.
- ALL HOLLOW METAL DOORS AND FRAMES SHALL BE 16 GA.
- HARDWARE SUPPLIER TO COORDINATE SECURITY REQUIREMENTS WITH SECURITY SUB-CONTRACTOR.
- THE LEVER OF LEVER ACTUATED LATCHES OR LOCKS SHALL BE CURVED WITH A RETURN TO WITHIN 1/2" OF THE DOOR TO PREVENT CATCHING ON CLOTHING OF PERSONS DURING EGRESS.

Architect
 Warehouse Addition for:
 Diamond West Farming
 1758 North Siskiyou Avenue
 Kerman, CA 93630

Owner
 Diamond West Farming
 1758 North Siskiyou Avenue
 Kerman, CA 93630

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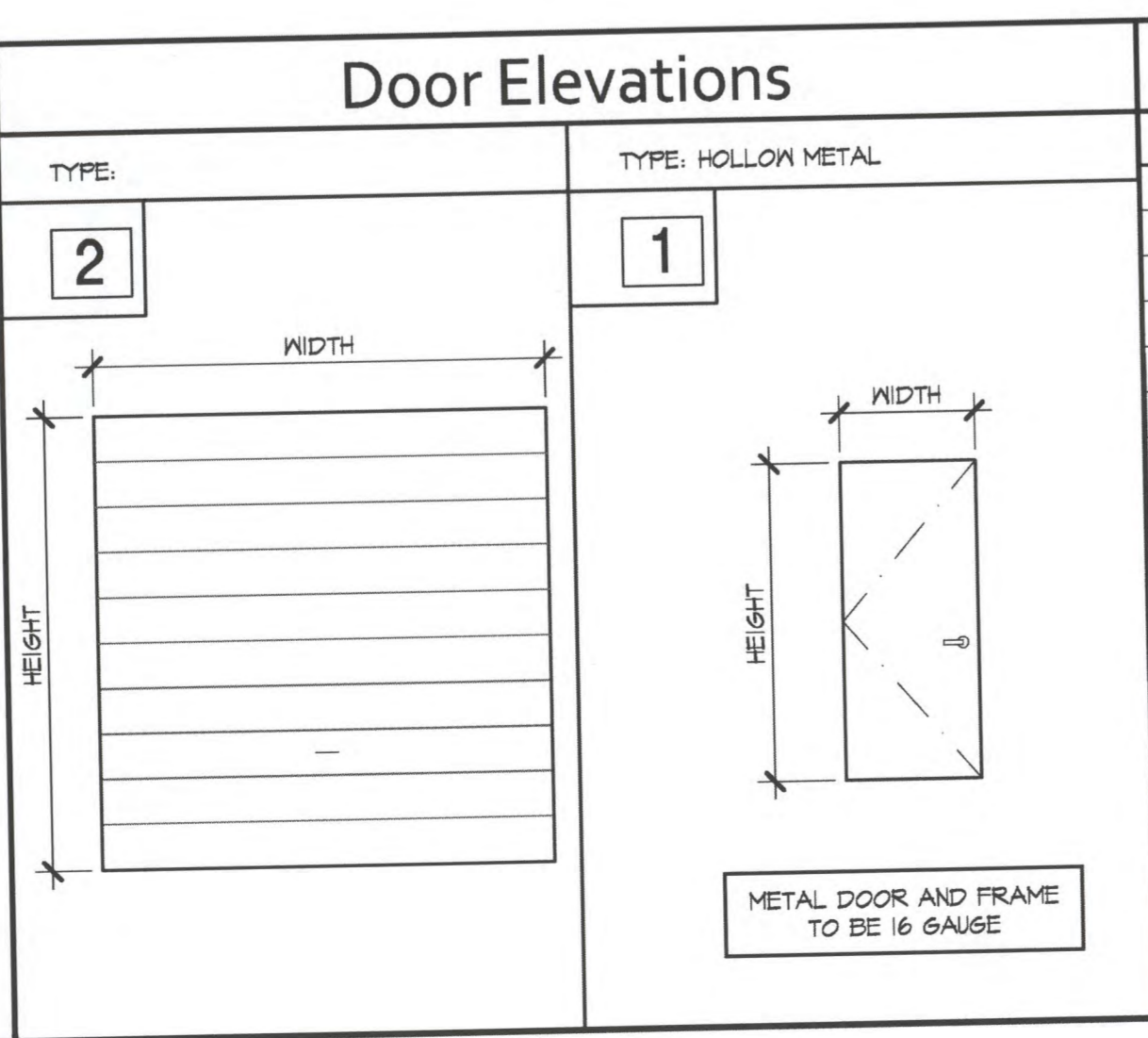
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Site Plan Review	
Bidding	
Plan Check	

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Door Hardware

GROUP	DESCRIPTION	TYPE	TYPE: HOLLOW METAL
1	FR. BUTTS	BB1274 4-1/2" X 4-1/2"	1
1	STORAGE LOCKSET (LEVER)	SCHLAGE NEPTUNE, 80	1
1	THRESHOLD	PEMCO	1
1	WEATHERSTRIPPING	PEMCO	1

NOTE: FOR ALL HARDWARE MATCH EXISTING FINISH.



Door Schedule

DOOR		FRAME		DETAILS		REMARKS
MARK	TYPE	MAT.	FINISH	HEAD	JAMB	SILL
101A	1	H.M.	P.	6/AD-1.0	6/AD-1.0 SIM.	7/AD-1.0
101B	1	H.M.	P.	6/AD-1.0	6/AD-1.0 SIM.	7/AD-1.0
102A	1	H.M.	P.	6/AD-1.0	6/AD-1.0 SIM.	7/AD-1.0
102B	2	ST.	F.F.	14'-0"	9/AD-1.0 SIM.	10/AD-1.0
102C	2	ST.	F.F.	14'-0"	9/AD-1.0 SIM.	10/AD-1.0
102D	1	H.M.	P.	6/AD-1.0	6/AD-1.0 SIM.	7/AD-1.0
102E	2	ST.	F.F.	14'-0"	9/AD-1.0 SIM.	10/AD-1.0
102F	1	H.M.	P.	6/AD-1.0	6/AD-1.0 SIM.	7/AD-1.0
102G	2	ST.	F.F.	14'-0"	9/AD-1.0 SIM.	10/AD-1.0

Abbreviations

H.M. HOLLOW METAL
 P. PAINT
 ST. STEEL
 F.F. FACTORY FINISH

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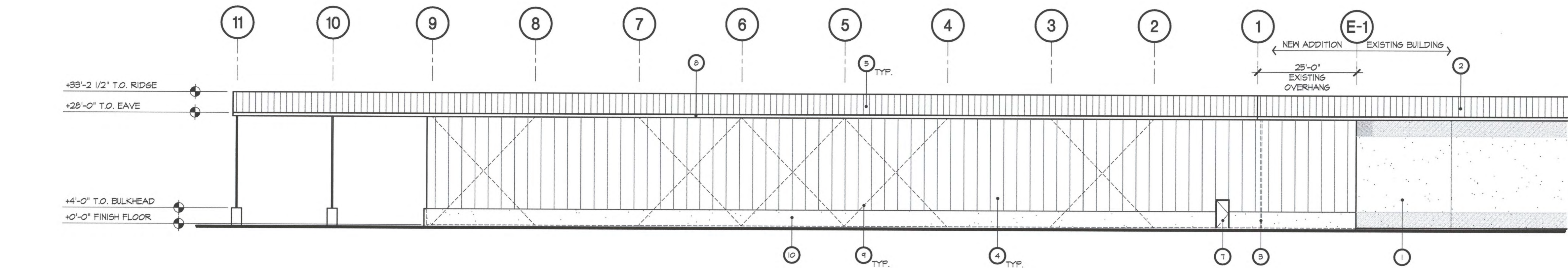
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Project Manager: IAN ROBERTSON

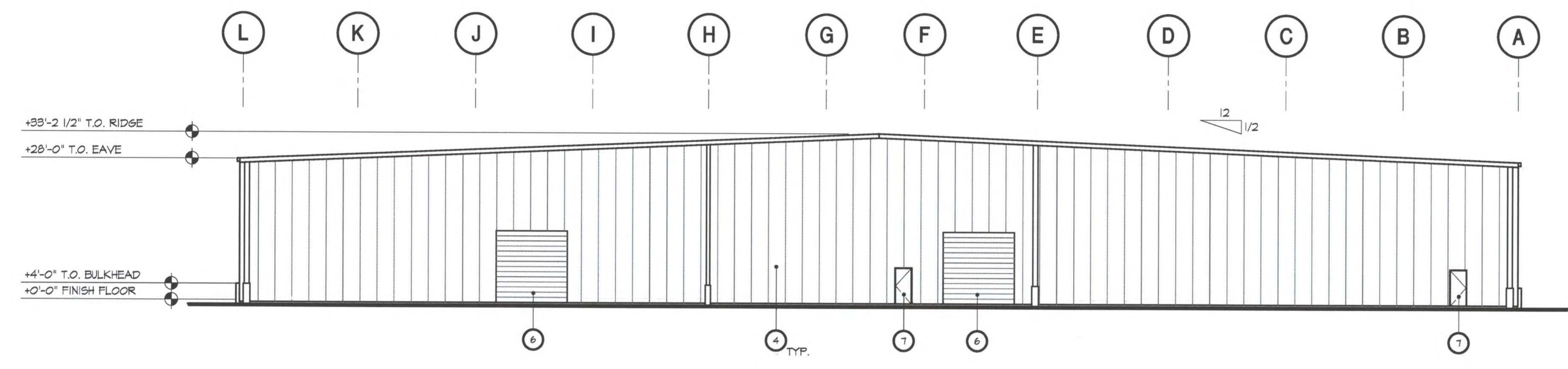
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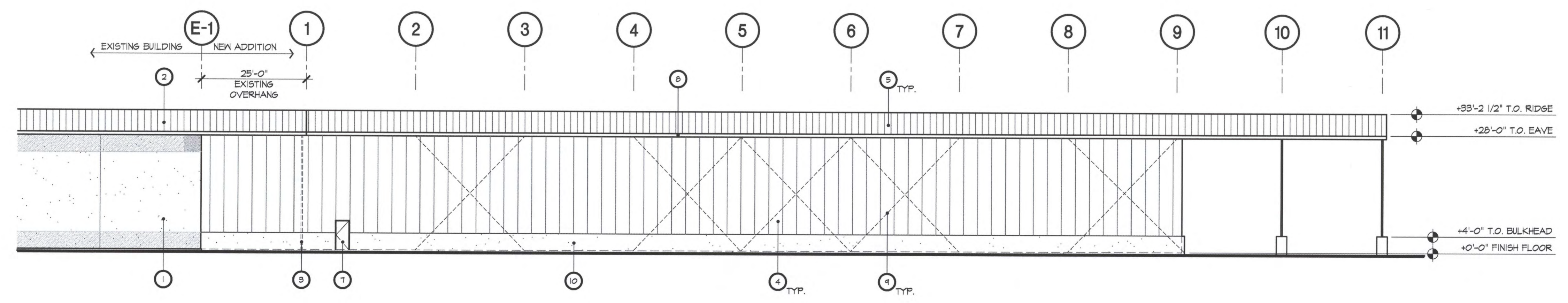
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North Elevation



West Elevation



South Elevation

Keyed Exterior Elevation Notes

- 1 INDICATES EXISTING PRE-CAST CONCRETE TILT-UP PANELS.
- 2 INDICATES EXISTING INSULATED STANDING SEAM ROOF PANELS.
- 3 INDICATES EXISTING STEEL COLUMN AT EXISTING OVERHANG.
- 4 INDICATES NEW INSULATED WALL PANEL. REFER TO METAL BUILDING DRAWINGS FOR ADDITIONAL INFORMATION.
- 5 INDICATES NEW STANDING SEAM ROOF PANELS. REFER TO METAL BUILDING DRAWINGS FOR ADDITIONAL INFORMATION.
- 6 INDICATES NEW 14'-0" x 14'-0" ROLL UP DOOR.
- 7 INDICATES NEW 3070 MAN DOOR. REFER TO METAL BUILDING DRAWINGS FOR DETAILS.
- 8 INDICATES NEW GUTTER AND DOWNSPOUTS. REFER TO METAL BUILDING DRAWINGS FOR ADDITIONAL INFORMATION.
- 9 INDICATES NEW STRUCTURAL X-BRACING. REFER TO METAL BUILDING DRAWINGS FOR ADDITIONAL INFORMATION.
- 10 INDICATES NEW 4'-0" HIGH CONCRETE BULKHEAD.



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Project Architect

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 Kerman, CA 93630

Owner
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 1758 North Siskiyou Avenue
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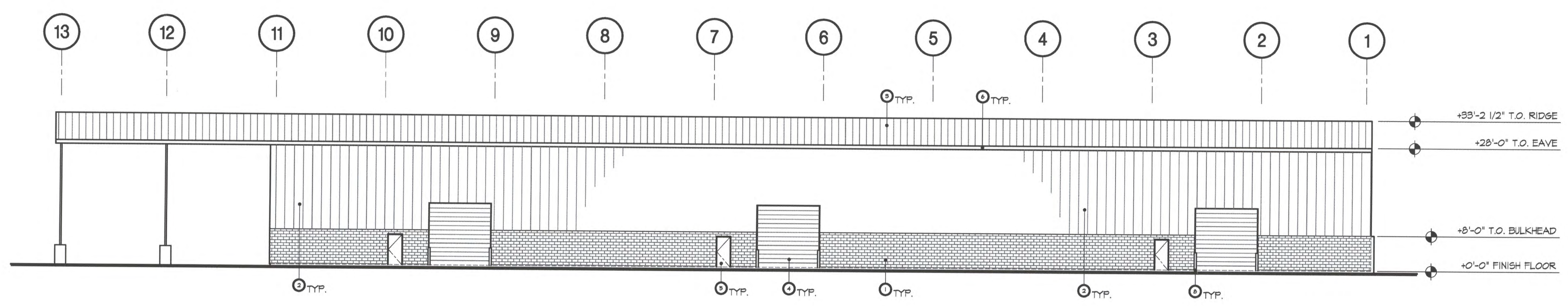
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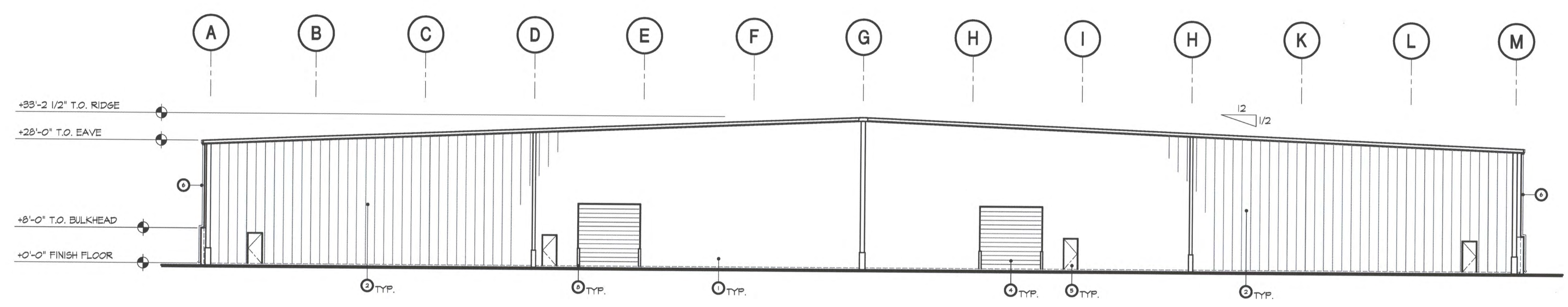
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Project Manager	IAN ROBERTSON
Project Number	21-080
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Exterior Elevations

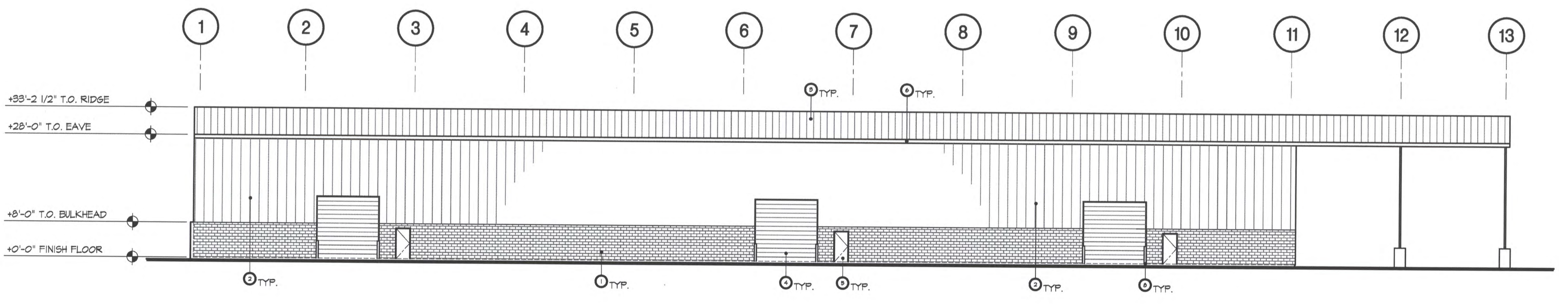
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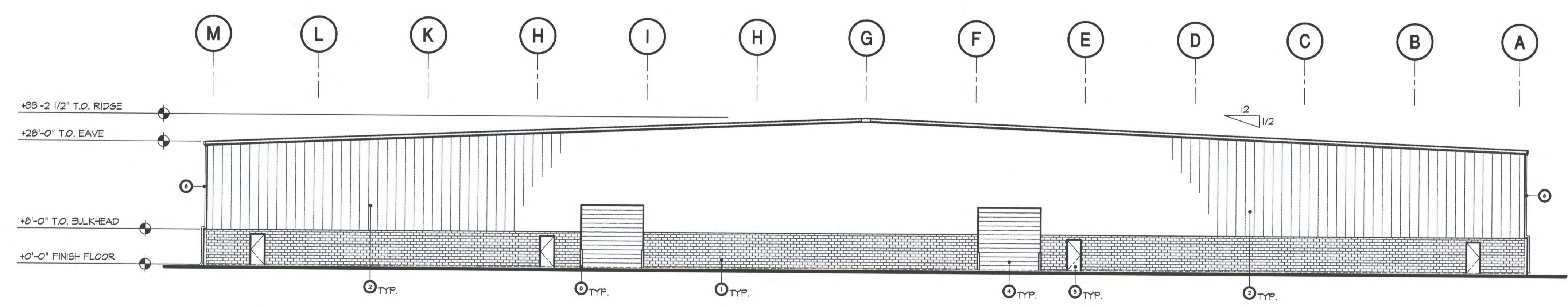
North Elevation



East Elevation



South Elevation



West Elevation

Keyed Exterior Elevation Notes

- 1 INDICATES NEW 8"x8"x16" SPLIT FACE CMU TO +8'-0".
- 2 INDICATES NEW INSULATED WALL PANEL. REFER TO METAL BUILDING DRAWINGS FOR ADDITIONAL INFORMATION.
- 3 INDICATES NEW STANDING SEAM ROOF PANELS. REFER TO METAL BUILDING DRAWINGS FOR ADDITIONAL INFORMATION.
- 4 INDICATES NEW 14'-0" x 14'-0" ROLL UP DOOR.
- 5 INDICATES NEW 3010 MAN DOOR. REFER TO METAL BUILDING DRAWINGS FOR DETAILS.
- 6 INDICATES NEW GUTTER AND DOWNSPOUTS. REFER TO METAL BUILDING DRAWINGS FOR ADDITIONAL INFORMATION.
- 7 INDICATES NEW STRUCTURAL X - BRACINGS. REFER TO METAL BUILDING DRAWINGS FOR ADDITIONAL INFORMATION.
- 8 INDICATES NEW PIPE BOLLARD. REFER TO DETAIL FOR ADDITIONAL INFORMATION.



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Project Architect

New Ag Storage Building for:
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Owner
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Project Manager	IAN ROBERTSON
Project Number	21-080
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Exterior Elevations

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