



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
BERNARD JIMENEZ, INTERIM DIRECTOR

Planning Commission Staff Report Agenda Item No. 4 April 28, 2016

SUBJECT: Variance Application No. 3984

Amend approved Variance No. 3959 in order to allow the creation of a 2.5-acre parcel (5-acre parcel originally approved) from an existing 159.82-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District.

LOCATION: The project site is located on the west side of Brawley Avenue between Lewiston Avenue and Mount Whitney Avenue, approximately one mile southwest of the unincorporated community of Riverdale (22209 S. Brawley Avenue) (SUP. DIST. 4) (APNs 053-110-89s, 90s).

**OWNER/
APPLICANT:** Gary and Dawn Coelho

STAFF CONTACT: Daniel Brannick, Planner
(559) 600-4297

Chris Motta, Principal Planner
(559) 600-4227

RECOMMENDATION:

- Approve Variance Application No. 3984 if the Planning Commission can make the required Findings 1, 2 and 4; and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

EXHIBITS:

1. Conditions of Approval and Project Notes
2. Location Map
3. Existing Zoning Map
4. Existing Land Use Map
5. Assessor's Parcel Map
6. Proposed Parcel Configuration
7. Applicants' Variance Findings
8. Resolution and Planning Commission Staff Report for Variance Application No. 3959

SITE DEVELOPMENT AND OPERATIONAL INFORMATION:

Criteria	Existing	Proposed
General Plan Designation	Agriculture	No change
Zoning	AE-20 (Exclusive Agricultural, 20-acre minimum parcel size)	No change
Parcel Size	159.82 acres	Parcel 1: 157.32 acres (gross) Parcel 2: 2.5 acres (gross)
Project Site	159.82-acre parcel planted with field crops; single-family residence with detached garage and in-ground swimming pool located in southeast corner of project area; Burrel Ditch traverses the subject parcel	Parcel 1 (157.32 acres): Field crops Parcel 2 (2.5 acres): Single-family residence with detached garage and in-ground swimming pool; septic system; water well
Structural Improvements	Single-family residence with detached garage and in-ground swimming pool	No change (existing structures to remain on proposed Parcel 2)
Nearest Residence	200 feet southwest of nearest property line	Parcel 1: No change Parcel 2: 2,175 feet east of nearest property line
Surrounding Development	Agriculture, vacant land, single-family residences	No change

EXISTING VIOLATION (Y/N) AND NATURE OF VIOLATION: N

ENVIRONMENTAL ANALYSIS:

It has been determined pursuant to Section 15301(b)(3) of the California Environmental Quality Act (CEQA) guidelines that the proposed project will not have a significant effect on the environment and is not subject to CEQA.

PUBLIC NOTICE:

Notices were sent to 9 property owners within one quarter-mile of the subject parcel, exceeding the minimum notification requirements prescribed by the California Government Code and County Zoning Ordinance.

PROCEDURAL CONSIDERATIONS:

A Variance (VA) may be approved only if four Findings specified in Zoning Ordinance Section 877 are made by the Planning Commission.

Specifically related to a Variance Application, in order to make Findings 1 and 2, a determination must be made that the property is subject to an exceptional or extraordinary physical circumstance that does not apply to other properties in the same Zone District, and a substantial property right held by other property owners of like-zoned parcels in the area must be identified.

The decision of the Planning Commission on a Variance Application is final unless appealed to the Board of Supervisors within 15 days of the Commission's action.

BACKGROUND INFORMATION:

The Applicants are requesting a Variance to allow the creation of a 2.5-acre parcel from an existing 159.82-acre parcel where a 20-acre minimum parcel size is required. This Variance would amend a previously-approved Variance (VA No. 3959), which entailed creation of a five-acre parcel from the same 159.82-acre parcel and which was approved by the Planning Commission on October 9, 2014.

The proposed 2.5-acre parcel is identified as Assessor's Parcel Number (APN) 053-110-89S, and the balance of the existing 159.82-acre parcel is identified as APN 053-110-90S. Although the subject property has been assigned two different APNs, this property constitutes one legal parcel and the APNs cannot be sold separately. According to the Variance Findings provided by the Applicants' representative, it is the Applicants' desire to separate the property from the existing 159.82-acre parcel which is agriculturally cultivated by their family partnership (Linda Vista Farms VI).

On August 31, 1976, the subject 159.82-acre parcel and surrounding area were rezoned from R-A (Single Family Residential Agricultural, 36,000 square-foot minimum parcel size) to AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) by means of Amendment No. 2870, which was initiated by the County.

On July 22, 1996, Tentative Parcel Map Waiver (TPMW) No. 95-29 was approved by the Department of Public Works and Planning, authorizing the creation of a 26.02-acre parcel from

the subject 159.82-acre parcel. The 26.02-acre parcel authorized by TPMW No. 95-29 would have encompassed the 2.5-acre property proposed by the subject Variance request; however, the Certificate of Compliance (COC) required to effect the parcelization was never completed, as the 26.02-acre configuration was contrary to an informal agreement made between the Applicants and their family partnership (Linda Vista Farms VI) for the Applicants to have a 5-acre homesite. On February 23, 2011, the subject 5-acre portion of the property was conveyed to the Applicants from their family partnership (Linda Vista Farms VI) through the recordation of a Grant Deed, but staff should emphasize that this action did not create a separate legal parcel.

In 2014, the Applicants filed an application for a Variance to allow creation of a five-acre parcel. The proposal was heard by the Planning Commission on October 9, 2014, and was unanimously approved by the Commission (9 to 0) with modification to the Conditions of Approval to remove conditions requiring offers of right-of-way dedication by the Applicants.

In compliance with the modified Conditions of Approval, the Applicants subsequently submitted a request to the County for a partial cancellation of Agricultural Land Conservation Contract No. 1531 and had the cancellation request scheduled before the County's Agricultural Land Conservation Committee in March of 2015.

On March 4, 2015, the Fresno County Agricultural Land Conservation Committee held a public hearing regarding the petition for cancellation of the five-acre portion and recommended that the Board of Supervisors deny the petition. The Committee was informed that the County Zoning Ordinance allows homesite parcels of up to 2.5 acres on noncontracted land and that the Applicants had the option of reducing the size of the proposed homesite parcel to the maximum size allowed by the Zoning Ordinance. Subsequently, the property owners decided to revise the cancellation petition to reduce the proposed parcel to 2.5 acres. A revised Variance request was submitted in October of 2015 to modify previously-approved Variance No. 3959 to allow the creation of the proposed 2.5-acre parcel.

On April 6, 2016 the Agricultural Land Conservation Committee heard the request for the petition of cancellation of a 2.5-acre portion of the property to facilitate approval of a variance for a smaller parcel size. At that hearing, the Agricultural Land Conservation Committee recommended that the Board of Supervisors approve a revised petition for cancellation to establish a 2.5-acre separate parcel for residential use as submitted by the Applicants. The Committee's vote was unanimous (6 to 0 with one Committee member absent).

Within the area of the subject property there has been one other variance application filed requesting reduced parcel size requirements for the creation of a new parcel within a mile of the subject property. Variance Application No. 2704 was filed to allow the creation of a four-acre parcel from an existing 26-acre parcel designated Agriculture in the General Plan and zoned AE-20. In that instance, staff deferred to the Planning Commission as to whether the required Variance Findings could be made, and on May 13, 1982, the Planning Commission approved the Variance request.

As a reminder to the Commission, although there is a history of Variance requests within proximity of the subject property, each Variance request is considered on its own merit, based on unique site conditions and circumstances.

ANALYSIS/DISCUSSION:

Finding 1: There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other property in the vicinity having the identical zoning classification.

Finding 2: Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which right is possessed by other property owners under like conditions in the vicinity having the identical zoning classification.

	Current Standard:	Proposed Operation:	Is Standard Met (y/n)
Setbacks	Front: 35 feet Side: 20 feet Street Side: 35 feet Rear: 20 feet	Parcel 1 (157.32 acres): N/A (no development proposed) Parcel 2 (2.5 acres): Front (east property line): 70 feet Side (north property line): 114.3 feet Street Side (south property line): 22 feet Rear (west property line): 99.3 feet	Parcel 1 (157.32 acres): N/A Parcel 2 (2.5 acres): Yes (VA 3634 authorized a 20-foot street side-yard setback for an addition to the existing detached garage)
Parking	No requirement	No requirement	N/A
Lot Coverage	No requirement	No requirement	N/A
Separation Between Buildings	Six feet minimum	No change	Yes
Wall Requirements	No requirement	No requirement	N/A
Septic Replacement Area	100 percent	No change	Yes
Water Well Separation	Septic tank: 50 feet; Disposal field: 100 feet; Seepage pit: 150 feet	No change	Yes

Reviewing Agency/Department Comments Regarding Site Adequacy:

Zoning Section of the Fresno County Department of Public Works and Planning: The AE-20 Zone District requires a minimum parcel size of 20 acres. Therefore, a variance is required to allow an exception to the Zoning Ordinance to create smaller parcels than allowed. A separate mapping procedure will additionally be needed if the Variance is approved.

No other comments specific to the adequacy of the site were expressed by reviewing Agencies or Departments.

Analysis:

In support of Finding 1, the Applicants' representative has provided the following justification:

“At the time the existing residence was built it was the intent of Tony and Isabelle Coelho to separate their home from the family farming operation. During this time a variance to separate the homestead was not required. The family recognizes that there is an alternative available to avoid the need for a variance of which was attempted by T.P.M.W. No. 95-29 as mentioned above. This configuration did not satisfy the long standing informal agreements made by the family partnership and agreed prorated share of the subject property from their estate planning.”

As indicated by the Applicants' representative, the Applicants' family had intended to create a five-acre homesite from the existing 159.82-acre parcel when the single-family residence located thereon was constructed in the early 1960s. Additionally, the Applicants have acknowledged that a 20-acre parcel could have been created from the existing 159.82-acre parcel as a matter of right through the Tentative Parcel Map Waiver (TPMW) process; however, the 20-acre minimum parcel size requirement would be contrary to an informal agreement made between the Applicants and their family partnership (Linda Vista Farms VI) for the Applicants to have a homesite.

In support of Finding 2, the Applicant's representative has provided the following justification:

“The approval of this variance will preserve the enjoyment of the family residence as their right that has been granted to other properties in the vicinity. The other properties within a 2 mile radius range from 2.18 acres to 10.0 acres. No common good or social correctness is gained by not allowing the applicant from owning the residence that has been in the family for over 50 years.”

In the staff report that was previously prepared for VA No. 3959 to allow a five-acre parcel, staff indicated an inability to make Findings 1 and 2, as the agreement made between the Applicants and their family partnership to have a five-acre homesite was an issue of interpersonal circumstance and not a physical characteristic of the subject property, and the presence of other substandard-sized parcels in the area did not constitute a substantial property right as there were also many parcels in the surrounding area that exceeded 20-acres in size. Nevertheless, there are extenuating circumstances present with the current request that merit consideration.

At the October 9, 2014 Planning Commission Hearing, at least two Commissioners present expressed concerns with creation of a five-acre parcel, stating that two and one-half acres or less would be more in keeping with typical homesite configurations and a smaller parcel would avoid removing additional acreage from agricultural production. Although the five-acre proposal was approved on a unanimous vote by the Commission, the Applicants' efforts to meet the conditions of approval through cancellation of a portion of the Agricultural Contract were rejected by the Agricultural Land Conservation Committee, based on similar concerns that a smaller parcel size would preserve more agricultural land. Based on the Committee's recommendation to deny the five-acre request, the Applicants agreed to pursue a smaller parcel size.

Staff acknowledges there are few alternatives to avoid the need for a Variance request short of submitting a mapping application for a 20-acre parcel. Other alternatives, such as proposing a

“Life Estate” would not create a separate legal parcel. Staff also acknowledges the Applicants’ good-faith efforts to complete the requirements of the original Variance approval and the subsequent recommendation of the Agricultural Land Conservation Committee to consider a smaller parcel size, which resulted in the need for the Applicants to submit a new land use application amending the previous Variance approval.

Recommended Conditions of Approval:

None.

Conclusion:

If based, on the circumstances cited above, the Commission Finds that exceptional or extraordinary circumstances exist and approval of the Variance request preserves a substantial property right of the Applicants then move that Findings 1 and 2 can be made.

Finding 3: The proposal will not be materially detrimental to the public welfare or injurious to property and improvements in the vicinity in which the property is located.

Surrounding Parcels				
	Size:	Use:	Zoning:	Nearest Residence:
North:	159.08 acres	Field crops	AE-20	None
	156.20 acres	Field crops; single-family residences (2)	AE-20	1,585 feet north of the northern property line of proposed Parcel 1
East:	112.68 acres	Dairy; single-family residences (2)	AE-20	2,070 feet east of the eastern property line of proposed Parcel 1
South:	38.64 acres	Field crops	AE-20	None
	38.32 acres	Dairy; field crops; single-family residences (4)	AE-20	715 feet south of the southern property line of proposed Parcel 1
	76.28 acres	Field crops	AE-20	None
West:	260.00 acres	Field crops; single-family residences (2)	AE-20	1,868 feet west of the western property line of proposed Parcel 1

Reviewing Agency/Department Comments:

Fresno County Department of Agriculture (Agricultural Commissioner's Office): As the home is already on the proposed 2.5-acre site, the Department has no comment.

Design Division of the Fresno County Department of Public Works and Planning: No comments.

Development Engineering Section of the Fresno County Department of Public Works and Planning:

- Ten-foot by ten-foot corner cutoffs shall be maintained for sight distance purposes at the existing driveways accessing Brawley Avenue and Lewiston Avenue, and a 20-foot by 20-foot corner cutoff shall be maintained for sight distance purposes at the intersection of Brawley Avenue and Lewiston Avenue.
- According to FEMA FIRM Panels 2875H and 2900H, the existing 159.82-acre parcel is located within FEMA Flood Zone A, which is subject to flooding from the 100-year storm. Any work within designated Flood Zones shall conform to provisions established in Chapter 15.48 Flood Hazard Areas of Fresno County Ordinance.
- If this Variance request is approved, a subsequent mapping application shall be filed with the Fresno County Department of Public Works and Planning in order to effectuate the property division.

Staff notes that the prior recommended Conditions of Approval for Variance Application No. 3959 included requests for irrevocable offers for future right-of-way dedication for Lewiston and Brawley Avenues that were subsequently deleted by the Commission in their October 2014 approval action. Based on the Commission's prior action and the fact that the proposed parcel size has been reduced, staff has not made a recommendation to request additional right-of-way.

Fresno County Department of Public Health, Environmental Health Division: Building permit records indicate the sewage disposal system was installed in 1999. It is recommended that the Applicants/owners consider having the existing septic tank pumped, and the tank and leach line evaluated by an appropriately-licensed contractor if it has not been serviced and/or maintained within the last five years. Such inspection may indicate possible repairs, additions, or require the proper destruction of the system.

Fresno County Fire Protection District: No comments for this project.

Road Maintenance and Operations Division of the Fresno County Department of Public Works and Planning: The proposed parcel has a concrete-paved circular driveway that connects to Brawley Avenue and Lewiston Avenue, and the driveway approaches are improved with asphalt concrete paving. An Encroachment Permit shall be required from the Road Maintenance and Operations Division for any work performed within a County right-of-way.

Water/Geology/Natural Resources Section of the Fresno County Department of Public Works and Planning: No concerns with the proposal as it relates to water quantity, as the proposed parcel is not located in a water-short area.

Analysis:

In support of Finding 3, the Applicants' representative states that this Variance proposal will not be detrimental to surrounding properties, as the proposed parcel has an existing residence located thereon which has been remodeled and expanded by the Applicants, thereby raising the value of the property. Additionally, the proposed parcel will not affect groundwater supplies in the area, as the Applicants do not propose any new development with this Variance request, and an existing domestic well serves the existing residence. Further, granting this Variance request will not generate additional traffic in the area, and the proposed parcel has existing driveway access to Brawley and Lewiston Avenues.

With regard to Finding 3, if approved, the granting of this Variance request will result in the creation of a 2.5-acre parcel that will have an existing residence located thereon. Such a use is complimentary to and compatible with existing residential land uses in the vicinity of the proposal. Further, staff notes that a secondary dwelling unit could not be established on the proposed 2.5-acre parcel as a matter of right.

Considering the existing nature of the residential development on the proposed parcel and the surrounding residential land uses, staff believes that there will be no aesthetic impact or adverse effects on surrounding properties if the Variance is granted. As such, staff believes that Finding 3 can be made.

Recommended Conditions of Approval:

None.

Conclusion:

Finding 3 can be made.

Finding 4: Granting of this variance will not be contrary to the objectives of the General Plan Consistency.

Relevant Policies:	Consistency/Considerations:
<p>General Plan Policy LU-A.6: County shall maintain 20 acres as the minimum permitted parcel size in areas designated Agriculture; the County may require parcel sizes larger than 20 acres based on zoning, local agricultural conditions, and to help ensure the viability of agricultural operations.</p>	<p>This Variance request proposes to create a parcel smaller than 20 acres in an area designated Agriculture and zoned AE-20, although the revised configuration and reduced parcel size from the prior approval coincides more closely with a standard homesite parcel.</p>
<p>General Plan Policy LU-A.7: County shall generally deny requests to create parcels less than the minimum size specified in Policy LU-A.6 based on concerns that these parcels are less viable economic farming units, and that the resultant increase in residential density increases the potential for conflict with normal agricultural practices on adjacent parcels. Evidence that the affected parcel may be an uneconomic farming unit due to its current size, soil conditions, or other factors shall not alone be considered a sufficient basis to grant an exception. The decision-making body shall consider the negative incremental and cumulative effects such land divisions have on the agricultural community.</p>	<p>This Variance request proposes to create a parcel smaller than 20 acres in an area designated Agriculture and zoned AE-20 although the revised parcel size more closely coincides with the size of a typical homesite parcel.</p>
<p>General Plan Policy LU-A.9: The County may allow creation of homesite parcels smaller than the minimum parcel size required by Policy LU-A.6, if the parcel involved in the</p>	<p>The Variance request meets the size requirements of a homesite parcel, although the ownership requirements as stipulated in LU-A.9.b.3 below have not been met.</p>

Relevant Policies:	Consistency/Considerations:
<p>division is as least twenty (20) acres in size, subject to following criteria:</p> <ol style="list-style-type: none"> a. The minimum lot size shall be sixty thousand (60,000) square feet of gross area, except that a lesser area shall be permitted when the owner submits evidence satisfactory to the Health Officer that the soils meet the Water Quality Control Board Guidelines for liquid waste disposal, but in no event shall the lot be less than one (1) gross acre; and b. One of the following conditions exists: <ol style="list-style-type: none"> 1. A lot less than twenty (20) acres is required for financing construction of a residence to be owned and occupied by the owner of abutting property; or 2. The lot or lots to be created are intended for use by persons involved in the farming operation and related to the owner by adoption, blood, or marriage within the second degree of consanguinity, there is only one (1) lot per related person, and there is no more than one (1) gift lot per twenty (20) acres; or 3. The present owner owned the property prior to the date these policies were implemented and wishes to retain his/her homesite and sell the remaining acreage for agricultural purposes. 	
<p>General Plan Policy PF-C.17: County shall, prior to consideration of any discretionary project related to land use, undertake a water supply evaluation. The evaluation shall include a determination of water sustainability and a determination that the use will not have a detrimental impact upon other water users in the County.</p>	<p>This proposal was referred to the Water/Geology/Natural Resources Section of the Fresno County Department of Public Works and Planning for review, which expressed no concerns with the proposal. Further, the subject property is not located in a water-short area.</p>

Reviewing Agency Comments:

Policy Planning Section of the Development Services Division: The Agriculture and Land Use Element of the General Plan maintains 20 acres as the minimum parcel size in areas

designated for Agriculture. General Plan Policies LU-A.6 and LU-A.7 state that the County shall generally deny requests to create parcels less than the minimum size specified in areas designated Agriculture. The proposed parcel is under Williamson Act Contract No. 1531. Pursuant to Fresno County Williamson Act Guidelines, parcels are required to have at least 20 acres in Prime farmland areas and at least 40 acres in Non-Prime farmland areas in order to remain under a Williamson Act Contract.

Analysis:

In support of Finding 4 the Applicants' representative has provided the following justification:

"If the variance is approved the remainder parcel being 157.32 acres will continue to be a viable and productive agricultural property per the objectives of the Fresno County General Plan and General Plan Policy LU-A.6 and LU-A.7. This variance is not a request to create a sub-standard parcel for the sole purpose of constructing a new residence, thereby increasing the residential density that may conflict with the normal agricultural practices on adjacent properties. But to create a 2.50 acre parcel with an existing residence that has been in the family at this location for over 50 years that will not conflict with the normal agricultural practices on the remainder parcel or adjacent properties."

The Applicants' representative has reiterated that the balance of the existing 159.82-acre parcel will continue to be agriculturally cultivated if the Variance request to create the proposed 2.5-acre parcel is approved. Additionally, the proposed 2.5-acre parcel will not result in an increase in residential density which may conflict with agricultural practices on adjacent properties, as the proposed parcel has an existing residence located thereon, and the Applicants do not propose any new development with this Variance request.

Staff acknowledges that in regards to Finding 4, the subject property is designated Agriculture in the County General Plan and is zoned AE-20 (Exclusive Agricultural, 20-acre minimum parcel size). As this Variance request entails a proposal to create a 2.5-acre parcel, Policies LU-A.6 and LU-A.7 are applicable, and staff believes this proposal, although not specifically consistent with these Policies, moves closer to consistency as the reduced size and configuration matches a relatively standard homesite configuration.

Should this Variance request be approved, staff recommends that the Applicants be required to acknowledge the Fresno County Right-to-Farm Ordinance which recognizes that residents of property in or near agricultural areas may experience inconveniences and discomfort associated with normal farm activities. This requirement, which is included as a recommended Condition of Approval, is premised on the fact that the proposed parcel is located in proximity to existing agricultural operations.

With regard to Williamson Act Contract No. 1531, based on the Agricultural Land Conservation Committee's April 2016 recommendation for contract cancellation to the Board of Supervisors, should the Commission approve this Variance request, an item recommending the Williamson Act Contract cancellation to the Board of Supervisors will be scheduled following the Commission's action.

Recommended Conditions of Approval:

The owner of the proposed 2.5-acre parcel shall enter into an agreement with Fresno County incorporating the provisions of the "Right-to-Farm" Notice (Ordinance Code Section 17.40.100)

for acknowledgement of the inconveniences and discomfort associated with normal farm activities in the surroundings of the proposed parcel.

Conclusion:

If, based on the circumstances cited above and in light of the revised request to reduce the proposed parcel size to two and one-half acres, the Commission finds that the proposal is consistent with the Fresno County General Plan then move that Finding 4 can be made.

PUBLIC COMMENT:

None.

CONCLUSION:

Staff was able to make Finding 3. Based on the Agricultural Land Conservation Committee's April 2016 Action to recommend cancellation of the Agricultural Land Conservation Contract of a reduced 2.5-acre area, and in consideration of the analysis provided by staff in this Planning Commission Staff Report, if the Planning Commission is able to make Findings 1, 2 and 4 of the required Variance Findings, then the Commission should move to approve Variance No. 3984.

PLANNING COMMISSION MOTIONS:

Recommended Motion (Approval Action)

- Move to determine that the required Findings can be made (state basis for making the Findings) and move to approve Variance No. 3984 subject to the Conditions of Approval and Project Notes listed in Exhibit 1; and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

Alternative Motion (Denial Action)

- Move to determine the required Findings cannot be made (state basis for not making the Findings) and move to deny Variance No. 3984; and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

Recommended Conditions of Approval and Project Notes:

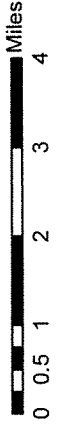
See attached Exhibit 1.

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**Variance Application (VA) No. 3984
Conditions of Approval and Project Notes**

Conditions of Approval	
1.	Development shall be in accordance with the Site Plan as approved by the Commission.
2.	The owners of the proposed 2.5-acre parcel shall enter into an agreement with Fresno County incorporating the provisions of the "Right-to-Farm" Notice (Ordinance Code Section 17.40.100) for acknowledgement of the inconveniences and discomfort associated with normal farm activities in the surroundings of the proposed parcel.
Conditions of Approval reference recommended Conditions for the project.	
Notes	
The following Notes reference mandatory requirements of Fresno County or other Agencies and are provided as information to the project Applicant.	
1.	Division of the subject property is subject to the provisions of the Fresno County Parcel Map Ordinance. For more information, contact the Department of Public Works and Planning, Development Engineering Section at (559) 600-4022.
2.	Ten-foot by ten-foot corner cutoffs shall be maintained for sight distance purposes at the existing driveways accessing Brawley Avenue and Lewiston Avenue.
3.	A 20-foot by 20-foot corner cutoff shall be maintained for sight distance purposes at the intersection of Brawley Avenue and Lewiston Avenue.
4.	According to FEMA FIRM Panels 2875H and 2900H, the existing 159.82-acre parcel is located within FEMA Flood Zone A, which is subject to flooding from the 100-year storm. Any work within designated Flood Zones shall conform to provisions established in Chapter 15.48 Flood Hazard Areas of Fresno County Ordinance.
5.	Building permit records indicate the sewage disposal system was installed in 1999. It is recommended that the Applicants/owners consider having the existing septic tank pumped, and the tank and leach line evaluated by an appropriately-licensed contractor if it has not been serviced and/or maintained within the last five years. Such inspection may indicate possible repairs, additions, or require the proper destruction of the system.
6.	Any work performed within the County right-of-way shall require an Encroachment Permit from the Road Maintenance and Operations Division of the Fresno County Department of Public Works and Planning.

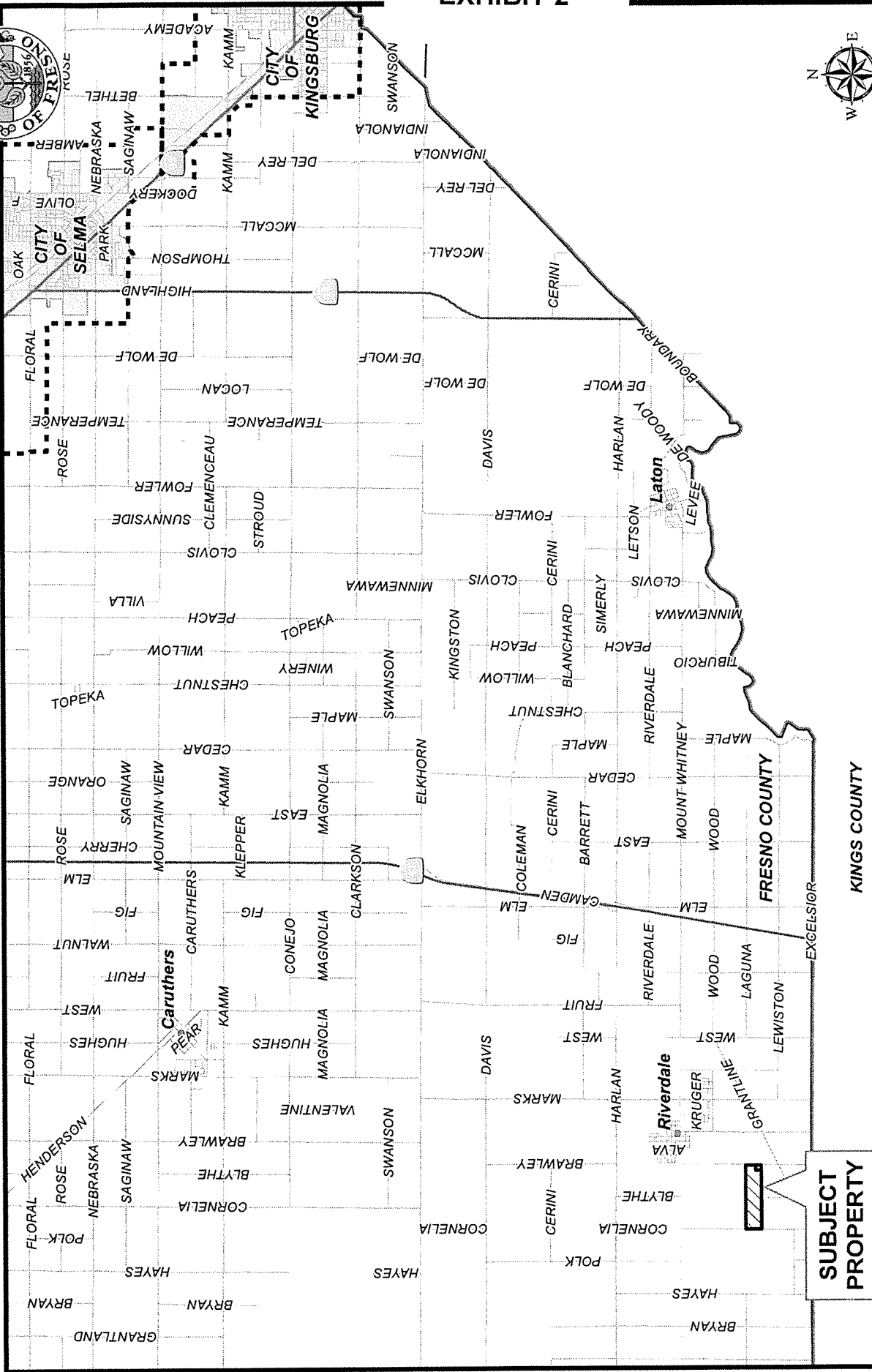
EXHIBIT 2



JCH1111

LOCATION MAP

VA 3984





EXISTING LAND USE MAP

VA 3984

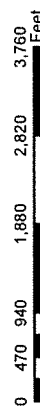
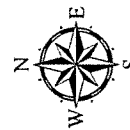
EXHIBIT 4

LEGEND

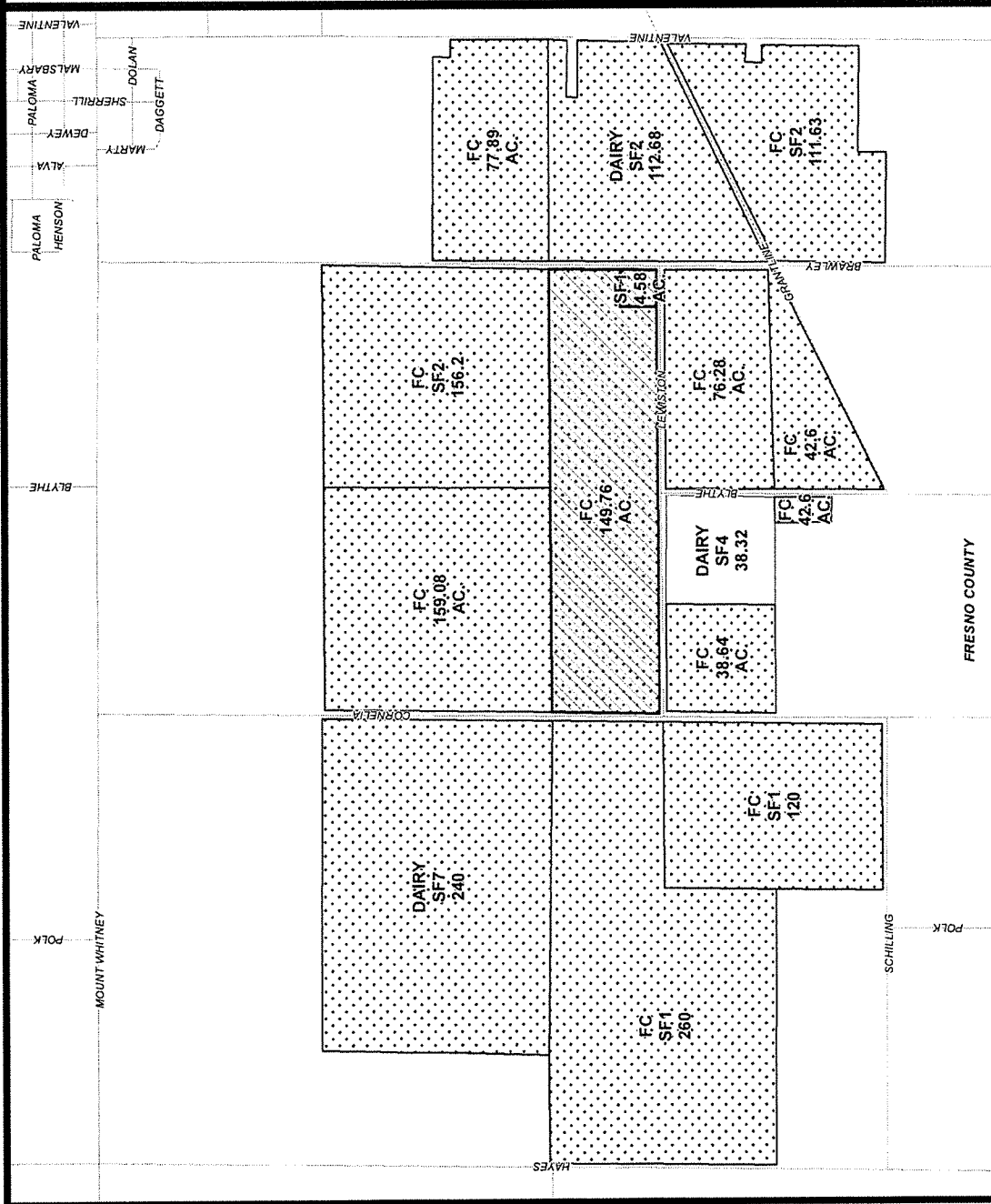
- DAIRY
- FC - FIELD CROP
- SF#- SINGLE FAMILY RESIDENCE
- V - VACANT

LEGEND:

-  Subject Property
-  Ag Contract Land



Department of Public Works and Planning
Development Services Division



FRESNO COUNTY
KINGS COUNTY

Map Prepared by: JHernandez
J:GISJCHILanduse

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

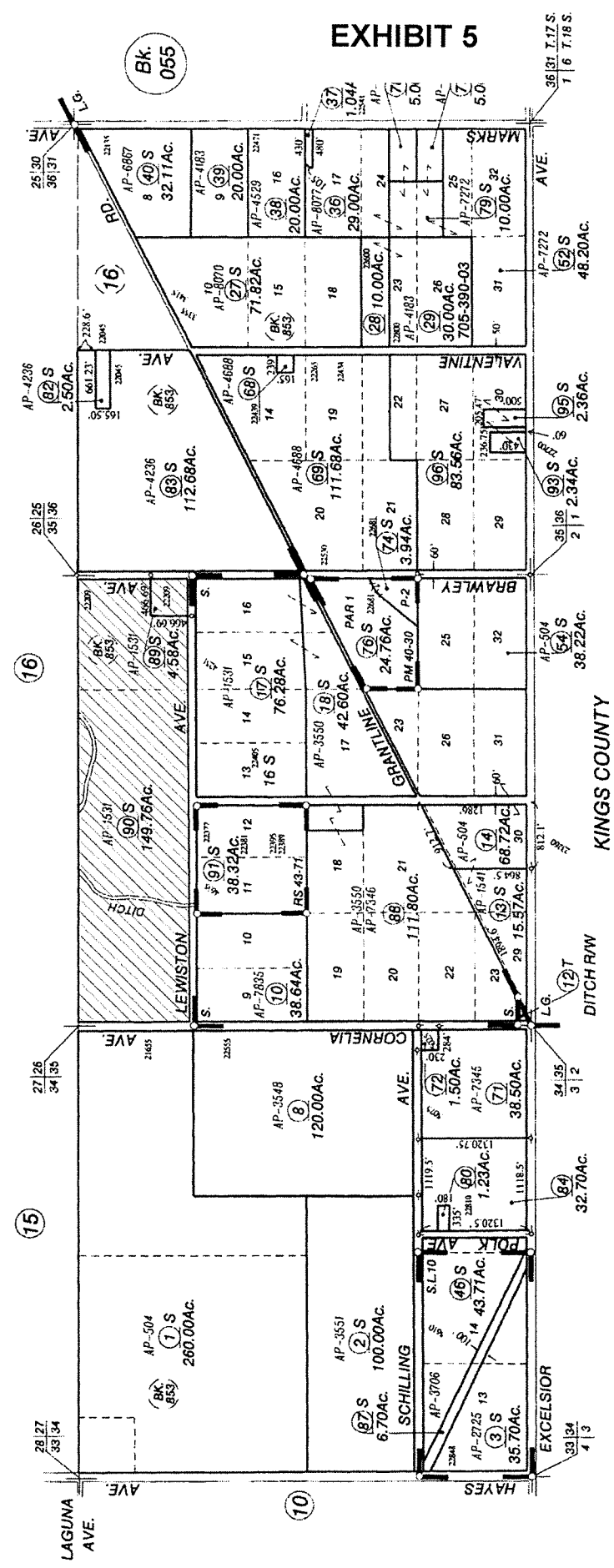
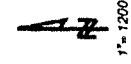


EXHIBIT 5

Agricultural Preserve
Laguna De Tache Grant- R.S. 2, Pg. 60
Parcel Map No. 6185, Bk. 40, Pg. 30
Record of Survey - Bk. 43, Pg. 71
Subd. of Sec. 35, 17/19 - Plat 9, Pg. 44
Summit Lake Investment Co., Subd. No. 10 - R.S. 6, Pg. 21

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

EXHIBIT 7

VARIANCE APPLICATION FINDINGS

Gary and Dawn Coelho
APN: 053-110-89s & 90s
October 13, 2015

Owner:

Linda Vista Farms VI, A California General Partnership
P.O. Box 216
Five Points, CA 93624

Applicant:

Gary and Dawn Coelho
22209 S. Brawley Avenue
Riverdale, CA 93656
APN: 053-110-89s

VA 3984
RECEIVED
COUNTY OF FRESNO
OCT 13 2015
DEPARTMENT OF PUBLIC WORKS
AND PLANNING
DEVELOPMENT SERVICES DIVISION

Representative:

C.H. Robles & Associates, Inc.
390 Coalinga Plaza
Coalinga, CA 93210
559.935.6051

Property Location:

North of Lewiston Avenue between S. Cornelia and S. Brawley Avenues.

APN:

053-110-89s
5.00 Ac. Gross
ALCC No.: Notice of Partial Non-Renewal initiated and recorded by Fresno County Public Works
on September 27, 2013, Doc. No. 2013-0136838, O.R.F.C..

053-110-90s
154.82 Ac. Gross
ALCC No.: 1531

Existing Zone Designation:

AE-20

Existing General Plan Land Use Designation:

Agriculture

Request:

Grant a variance to allow the issuance of a Certificate of Compliance for the Non-Compliant 2.5 acre parcel in the AE-20 Zone.

Background:

The Coelho residence in question is located on the northwest corner of the intersection of Lewiston and S. Brawley Avenues and has been a family farming operation since being acquired on February 11, 1952 (See No. 50 of Exhibit "B"). The family residence of Tony and Isabelle Coelho (parents of Gary J. Coelho, applicant) was built approximately in the early 1960's. At that time it was the intent of the family to separate the homestead from the larger parcel at a later date. Please see Exhibits "A and B" for further discussion of the history of these parcels.

A Waiver of Tentative and Parcel Map No. 95-29 was submitted for the creation of a 26.02-Acre parcel for the residence and was approved by the County of Fresno on July 22, 1996. The process was not completed by the family partnership.

Subsequently on February 23, 2011, the family partnerships conveyed the 5.0 acre parcel to Gary J. Coelho and Dawn Coelho, husband and wife, as community property (Please see No's 55 and 56 of Exhibit "B"). The proposed variance is to allow the creation of the aforementioned 5.0 acre homestead be reduced to 2.5 acres to better conform with the findings from the Agricultural Land Conservation Committee meeting on March 4, 2015.

Finding 1:

There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other properties in the vicinity having the identical zoning classification.

At the time the existing residence was built it was the intent of Tony and Isabelle Coelho to separate their home from the family farming operation. During this time a variance to separate the homestead was not required. The family recognizes that there is an alternative available to avoid the need for a variance of which was attempted by T.P.M.W. No. 95-29 as mentioned above. This configuration did not satisfy the long standing informal agreements made by the family partnership and agreed prorated share of the subject property from their estate planning. Please see Exhibit "A" for additional information.

Finding 2:

Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which right is possessed by other property owners under like conditions in the vicinity having the identical zoning classification.

The approval of this variance will preserve the enjoyment of the family residence as their right that has been granted to other properties in the vicinity. The other properties within a 2 mile radius range from 2.18 acres to 10.0 acres. No common good or social correctness is gained by

not allowing the applicant from owning the residence that has been in the family for over 50 years.

Finding 3:

The granting of the variance will not be materially detrimental to the public welfare or injurious to property and improvement in the vicinity in which the property is located.

The granting of the variance will not be detrimental to surrounding properties for various reasons. The existing and only residence on the 159.82-acre parcel has been improved since it was originally built which has raised the property value. The property in question is not in a designated "water-short area". No impact will be felt by the surrounding areas since there is an existing domestic well for the residence. The existing farming and residential traffic generated will not change or obstruct the surrounding farming operations since no new developments are being proposed by this variance. Both the 2.5 acre and 157.32 acre parcels will have frontage to county maintained Lewiston Avenue, S. Brawley Avenue and S. Cornelia Avenue. No new driveways are proposed with this variance so the surrounding areas with county maintained road frontage will not be impacted by the approval of this variance.

Finding 4:

The granting of such variance will not be contrary to the objectives of the Fresno County General Plan.

If the variance is approved the remainder parcel being 157.32 acres will continue to be a viable and productive agricultural property per the objectives of the Fresno County General Plan and General Plan Policy LU-A.6 and LU-A.7. This variance is not a request to create a sub-standard parcel for the sole purpose of constructing a new residence, thereby increasing the residential density that may conflict with the normal agricultural practices on adjacent properties. But to create a 2.50 acre parcel with an existing residence that has been in the family at this location for over 50 years that will not conflict with the normal agricultural practices on the remainder parcel or adjacent properties.

EXHIBIT "A"

DECLARATION OF GARY J. COELHO
REGARDING FAMILY HISTORY OF OWNERSHIP
OF FRESNO COUNTY ASSESSORS PARCEL NUMBERS
053-110-89s AND 053-11 0-90s

I, Gary J. Coelho, also known as Gary Joseph Coelho, declare:

1. I am an adult. I reside at 22209 South Brawley, Riverdale, California, which has been and is improved with a single family home, detached garage, domestic water well, septic system, and other residential improvements (hereinafter referred to the "Homestead"). The matters stated herein are true and correct as of my own personal knowledge, unless stated upon my information and belief and if so stated believed by me to be true and correct on that basis.

2. The residence upon the Homestead consists of a single family home constructed in the early 1960's by my parents, Tony P. Coelho and Isabelle J. Coelho, upon a larger parcel of farmland acquired by my father and his brothers. At the time the residence was constructed it was the agreement of my father and his brothers that the residence and Homestead was to be considered the personal residence and asset of Tony P. Coelho, Isabelle J. Coelho, and their family, and not as part of the joint farming operation of my father and his brothers.

3. The Homestead is currently the personal residence of me, my wife, and permanent home of our five (5) children. Before becoming the personal residence of my family, the Homestead was the personal residence of my parents until the death of my father, Tony P. Coelho, on November 15, 1995, and of my mother, Isabelle J. Coelho, until occupied by me and my family in 1995. Since occupying the Homestead, my wife and I have made substantial improvements to the residence and the Homestead, at significant expense.

4. The Homestead is situated on the Southeast corner of Fresno County APN 053-110-90, also known as 053-110-90s (hereinafter referred to as the "Subject Parcel"). The Subject Parcel is described in First American Title Insurance Company, CLTA Chain of Title Guarantee, Order Number 10044517909, dated as of November 4, 2013, indicating record of title to the Subject Parcel as of such date, appearing of record subsequent to April 13, 1857 (hereinafter referred to as the "Chain of Title"), and incorporated herein in its entirety, marked Exhibit "B".

5. The Subject Parcel was acquired by the Coelho Family (as hereinafter defined) on February 11, 1952, when it was conveyed to Joe and Velma Coelho, husband and wife, as joint tenants, as to $\frac{1}{4}$ interest (hereinafter the "Joe Coelho Family"); to Tony and Isabelle Coelho, husband and wife, as joint tenants, as to $\frac{1}{4}$ interest (hereinafter the "Tony Coelho Family"); to Frank and Laverne Coelho, husband and wife, as to $\frac{1}{4}$ interest (hereinafter referred to as the "Frank Coelho Family"); and John Coelho, a single man, as to a $\frac{1}{4}$ interest (hereinafter referred to as "John Coelho").

6. Joe Coelho, Tony Coelho, Frank Coelho and John Coelho, are the four (4) sons of Joe F. Coelho and Maria Coelho (hereinafter, Joe F. Coelho and Maria Coelho and their descendants are referred to collectively as the "Coelho Family").

7. The business of the Coelho Family is farming and the Subject Parcel is an integral component of the Coelho Family farming business, which has evolved over the years through a series of business organizations and entities, including, without limitation, a series of general partnerships, commonly referred to as Linda Vista Farms, the ownership of which currently consists equally in the Joe Coelho Family, the Tony Coelho Family, and the Frank Coelho Family, which by way of inheritance has succeeded to any interest of

Joe F. Coelho, Maria Coelho, and John Coelho, each of whom predeceased Joe Coelho, Tony Coelho, and Frank Coelho. John Coelho died without issue.

8. The Subject Parcel, upon which the Homestead is situated has been continually owned, and presently owned, by the Coelho Family and used for farming.

9. The interest of the Tony Coelho Family in the Subject Parcel was transferred by Tony and Isabelle Coelho to the TONY P. COELHO FAMILY LIMITED PARTNERSHIP, a California limited partnership, established on February 20, 1996 (hereinafter referred to as "FLP-1"), for estate planning purposes to effectively and conveniently transfer selected Tony Coelho Family assets to their children. On March 1, 1998, the interest of the Tony Coelho Family in the Subject Parcel was divided equally between FLP-1 and the TONY P. FAMILY LIMITED PARTNERSHIP II, a California general partnership, established March 1, 1998 (hereinafter referred to as "FLP-2"), for estate planning purposes.

10. Tony Coelho, also known as Tony C. Coelho and Isabelle Coelho are no both deceased.

11. I am a surviving child Tony Coelho and Isabelle Coelho.

12. During my occupancy of the Homestead, the Coelho Family and I agreed, the title to the Homestead, consisting of approximately five (5) acres at the Southeasterly corner of the Subject Parcel, and the Coelho Family and I have made several informal efforts to identify and transfer the Homestead to me, including approval of Parcel Map Waiver, which was inadvertently never recorded prior to its lapse. The informal efforts failed to comply with regulatory requirements and were unsuccessful, but has resulted in definition of a separate tax parcel referred to as Fresno County APN 053-110-89s, consisting

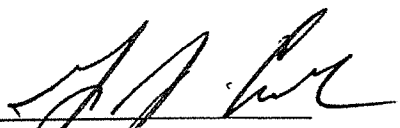
of approximately five (5) acres at the Southeasterly corner of the Subject Property.

13. In a series of conveyances recorded December 28, 2012, the interest of the Tony Coelho Family in the Subject Parcel was conveyed by FLP-1 and FLP-2 to FLP-3, and contributed by FLP-3 to Linda Vista Farms VI, a California general partnership, consisting of the Joe Coelho Family, the Tony Coelho Family, and the Frank Coelho Family, for purposes of conducting the Coelho Family farming business.

14. Beneficial and equitable ownership of the Subject Parcel remains equally held by the Joe Coelho Family, Tony Coelho Family, and Frank Coelho Family. As the son of Tony and Isabelle Coelho, I have succeeded to a prorated share of their interest in the Subject Parcel, which has been an asset of the Coelho Family since its acquisition in 1952. By informal intrafamily consent, the Coelho Family consents to inclusion of the Homestead as a portion of my prorated share.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 3, 2014, in Fresno, California.



GARY J. COELHO

EXHIBIT "B"



First American Title

First American Title Company

7625 North Palm Avenue, Suite 101
Fresno, CA 93711

November 12, 2013

Laura Horn
Frame & Matsumoto
201 Washington Street
Coalinga, CA 93210
Fax: (559)935-1555

Title Officer: Martine Poirot
Phone: (559)221-1968x8366

Order Number: 1004-4517909 (MP)

Escrow Officer: Martine Poirot (MP)
Phone: (559)221-1968x8366
Fax: (866)756-9620
Escrow Number: 1004-4517909

Buyer:

Property: No Situs Found
CA

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Company maintain the fundamental principle:

Customer First!

First American Title Company

GUARANTEE

LIABILITY: \$1,000.00
FEE: \$To Be Determined

ORDER NO.: 1004-4517909
YOUR REF:

First American Title Insurance Company
a California corporation, herein called the Company

GUARANTEES

Frame & Matsumoto

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

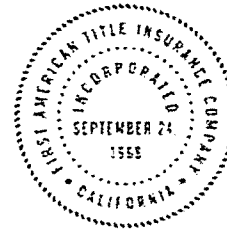
Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: November 04, 2013 at 7:30 A.M.

First American Title Insurance Company

Dennis J. Gilmore
President

Timothy Kemp
Secretary



First American Title Company

SCHEDULE A

CHAIN OF TITLE GUARANTEE

The assurances referred to on the face page hereof are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relating to the interest, if any, which was (acquired) (reserved) by:

LINDA VISTA FARMS VI, A CALIFORNIA GENERAL PARTNERSHIP

pursuant to a Grant Deed in and to the real property in the unincorporated area of the County of Fresno, State of California , described as follows:

THE N½ OF THE N½ OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

EXCEPTING THEREFROM AN UNDIVIDED 75/100 OF ANY AND ALL MINERALS, OIL, GAS AND/OR OTHER HYDROCARBON SUBSTANCES IN, UNDER AND UPON SAID PROPERTY, AND EXCEPTING 75/100 OF THE TOTAL OF ALL RIGHTS, PRIVILEGES AND BENEFITS RESERVED TO THE LESSORS UNDER THE TERMS AND CONDITIONS OF ANY EXISTING OR FUTURE MINERAL LEASE ON SAID PROPERTY.

APN: 053-110-89S and 053-110-90S

only the following matters appear in such records subsequent to April 13, 1857.

1. A document recorded April 13, 1857 in Book A, Page 66 of Deeds.
From: William Montgomery
To: Frederick W. Sampson
2. A document recorded July 19, 1861 in Book A, Page 373 of Deeds.
From: Frederick W. Sampson
To: Harry S. Brown
3. A document recorded February 19, 1861 in Book A, Page 376 of Deeds.
From: Frederick W. Sampson
To: Henry A. Cobb

First American Title Company

4. A document recorded April 29, 1861 in Book A, Page 404 of Deeds.
From: Abner J. Downer
To: Henry A. Cobb
5. A document recorded April 30, 1861 in Book A, Page 407 of Deeds.
From: Joseph Montgomery
To: Henry A. Cobb
6. A document recorded June 27, 1861 in Book A, Page 410 of Deeds.
From: The Tulare Canal and Land Company
To: Henry A. Cobb and Harry S. Brown
7. A document recorded June 25, 1861 in Book A, Page 413 of Deeds.
From: Henry A. Cobb and Harry S. Brown
To: Charles B. Polhemus, John Carter and Huraco P. Jones
8. A document recorded February 26, 1862 in Book B, Page 20 of Deeds.
From: Henry A. Cobb and Harry S. Brown
To: William F. Montgomery
9. A document recorded April 22, 1862 in Book B, Page 26 of Deeds.
From: William F. Montgomery
To: R.H. Hent
10. A document recorded October 1, 1862 in Book B, Page 44 of Deeds.
From: F.W. Sampson
To: Thomas Baker
11. A document recorded October 1, 1862 in Book B, Page 46 of Deeds.
From: Joseph Montgomery
To: Thomas Baker
12. A document recorded October 1, 1862 in Book B, Page 48 of Deeds.
From: W.F. Montgomery
To: Thomas Baker

First American Title Company

13. A document recorded October 1, 1862 in Book B, Page 50 of Deeds.
From: F.W. Montgomery
To: Harry S. Brown
14. A document recorded October 1, 1862 in Book B, Page 52 of Deeds.
From: Joseph Montgomery
To: Harry S. Brown
15. A document recorded October 1, 1862 in Book B, Page 54 of Deeds.
From: W.F. Montgomery
To: Harry S. Brown
16. A document recorded January 20, 1863 in Book B, Page 84 of Deeds.
From: Harry S. Brown
To: Henry A. Cobb
17. A document recorded January 20, 1863 in Book B, Page 86 of Deeds.
From: Harry S. Brown
To: Morton Cheesman
18. A document recorded November 14, 1864 in Book B, Page 211 of Deeds.
From: Abner J. Downer
To: Harry S. Brown and Thomas Baker
19. A document recorded November 14, 1864 in Book B, Page 208 of Deeds.
From: R. W. Hent
To: Harry S. Brown and Thomas Baker
20. A document recorded February 21, 1865 in Book C, Page 166 of Deeds.
From: Harry S. Brown
To: William B. Bourne
21. A document recorded August 12, 1868 in Book C, Page 287 of Deeds.
From: Thomas Baker and Harry S. Brown
To: George B. Merrill

First American Title Company

22. A document recorded May 24, 1873 in Book C, Page 280 of Patents.
- From: U.S.A.
To: W. F. Montgomery, Joseph Montgomery, A. J. Downer and F. W. Sampson
23. A document recorded June 2, 1887 in Book Z, Page 46 of Deeds.
- From: Thomas O. Carter
To: W. R. Forman
24. A document recorded August 1, 1887 in Book 27, Page 560 of Deeds.
- From: Warren Bryant
To: Henry Epstein
25. A document recorded June 26, 1874 in Book K, Page 189 of Deeds.
- From: Delos Lake
To: John Center
26. A document recorded June 26, 1874 in Book K, Page 190 of Deeds.
- From: Charles B Polhemus and John Center
To: Delos Lake
27. A document recorded August 5, 1874 in Book K, Page 292 of Deeds.
- From: George B. Merrill
To: John H. Reddington
28. A document recorded July 16, 1875 in Book L, Page 277 of Deeds.
- From: Morton Cheeseman
To: John H. Reddington
29. A document recorded July 16, 1875 in Book L, Page 279 of Deeds.
- From: William B. Bourne
To: John H. Reddington

30. A document recorded July 31, 1885 in Book H, Page 415 of Patents.
From: State of California
To: John H. Reddington
31. A document recorded July 31, 1885 in Book 44, Page 179 of Deeds.
From: William H. Howard
To: William Johns and Thomas Poyzer
32. A document recorded December 29, 1887 in Book 66, Page 189 of Deeds.
From: William Johns
To: Thomas Poyzer
33. A document recorded April 16, 1888 in Book 75, Page 65 of Deeds.
From: Thomas Poyzer
To: James T. Rowe
34. A document recorded April 26, 1890 in Book 102, Page 534 of Deeds.
From: James T. Rowe
To: Eli Freeman
35. A document recorded August 3, 1892 in Book 81, Page 603 of Deeds.
From: Eli Freeman
To: James T. Rowe
36. A document recorded August 10, 1900 in Book 246, Page 95 of Deeds.
From: James T. Rowe
To: Maria F. Rowe
37. A document recorded January 6, 1905 in Book 323, Page 309 of Deeds.
From: Maria F. Rowe a widow and Eli Freeman a widower
To: John B. Lewis
38. A document recorded May 1, 1905 in Book 219, Page 452 of Deeds.
From: J. B. Lewis
To: County of Fresno

First American Title Company

39. A document recorded May 15, 1905 in Book 348, Page 180 of Deeds.
From: J. B. Lewis
To: Fresno County
40. A document recorded May 19, 1911 in Book 474, Page 310 of Deeds.
From: J. B. Lewis
To: Fresno Canal and Irrigation Company
41. A document recorded November 20, 1926 in Book 730, Page 233 of Official Records.
From: John B. Lewis and Nannie T. Lewis
To: The First National Bank of Riverdale (a corporation)
42. A document recorded July 14, 1931 in Book 969, Page 465 of Official Records.
From: The First National Bank of Riverdale
To: The Riverdale National Farm Loan Association
43. A document recorded February 2, 1932 in Book 1192, Page 458 of Official Records.
From: The Riverdale National Farm Loan Association, a corporation
To: The Federal Land Bank of Berkeley, a corporation
44. A document recorded February 2, 1932 in Book 1193, Page 446 of Official Records.
From: Antonio E. Cardoza and Francisca J. Cardoza
To: The Federal Land Bank of Berkeley, a corporation
45. A document recorded February 2, 1932 in Book 1192, Page 459 of Official Records.
From: August Bernardo and Mary Bernardo, his wife
To: The Federal Land Bank of Berkeley, a corporation
46. A document recorded February 2, 1932 in Book 1196, Page 240 of Official Records.
From: Ethel Pesterfield
To: The First National Bank of Riverdale, a corporation
47. A document recorded February 2, 1932 in Book 1196, Page 229 of Official Records.
From: John B. Lewis and Nannie T. Lewis
To: The Federal Land Bank of Berkeley, a corporation

First American Title Company

48. A document recorded December 16, 1940 in Book 1895, Page 464 of Official Records.
- From: The Federal Land Bank of Berkeley, a corporation
To: E. B. Johns and Vera L. Johns, his wife, as joint tenants
49. A document recorded February 10, 1950 in Book 2777, Page 452 of Official Records.
- From: E.B. Johns and Vera L. Johns, husband and wife
To: Vernon Clayton and Lois L. Clayton, husband and wife as joint tenants
50. A document recorded February 11, 1952 as Instrument No. 7426 in Book 3121, Page 529 of Official Records.
- From: Vernon Clayton and Lois L. Clayton, husband and wife
To: Joe Coelho and Velma Coelho, husband and wife, as joint tenants, as to ¼ interest, Tony Coelho and Isabel Coelho, husband and wife, as joint tenants, as to ¼ interest, Frank Coelho and Laverne Coelho, husband and wife, as joint tenants, as to ¼ interest, and John Coelho, a single man, as to a ¼ interest
51. A document recorded May 27, 1956 as Instrument No. 38079 in Book 3612, Page 27 of Official Records.
- From: John Coelho and Velma Coelho, Tony Coelho and Isabel Coelho, Frank Coelho and Laverne Coelho
To: Joe F. Coelho and Maria Coelho
52. A document recorded May 27, 1955 as Instrument No. 38080 in Book 3612, Page 30 of Official Records.
- From: Joe Coelho and Velma Coelho, husband and wife as joint tenants; Tony Coelho and Isabel Coelho, husband and wife as joint tenants; Frank Coelho and LaVerne Coelho, husband and wife as joint tenants and Joe F. Coelho and Maria Coelho, husband and wife
To: Riverdale Irrigation District, an irrigation district
53. A document recorded December 12, 1994 as Instrument No. 94186044 of Official Records.
- From: Anthony Phillip Coelho also known as Anthony P. Coelho, as Anthony P. Coelho, Sr., as Tony P. Coelho, and as Tony Coelho, and Isabelle J. Coelho, husband and wife
To: Anthony Phillip Coelho also known as Anthony P. Coelho, as Anthony P. Coelho, Sr., as Tony P. Coelho, and as Tony Coelho; Isabelle J. Coelho; Anthony P. Coelho, Jr., and Gary J. Coelho, as Co-Trustees of the TIC Family Trust, u/d/t September 12, 1994

54. A document recorded October 31, 2008 as Instrument No. 2008-0153584 of Official Records.

From: Velma L. Coelho, Successor Trustee of The Joe F. Coelho Family Trust
To: Velma L. Coelho, Trustee of the Survivor's Trust portion of The Joe F. Coelho Family Trust as to an undivided one-half ($\frac{1}{2}$) interest; and Velma L. Coelho, Trustee of the QTIP Trust portion of The Joe F. Coelho Family Trust as to an undivided one-half ($\frac{1}{2}$) interest

55. A document recorded February 23, 2011 as Instrument No. 2011-0027432 of Official Records.

From: Velma Coelho, a widow (a single person), and Velma L. Coelho, Trustee of the Survivor's Trust portion of The Joe F. Coelho Family Trust as to all undivided one-half ($\frac{1}{2}$) interest, and Velma L. Coelho, Trustee of the QTIP Trust portion of The Joe F. Coelho Family Trust, as to a undivided one-half ($\frac{1}{2}$) interest; all as to an undivided one-fourth ($\frac{1}{4}$ th) interest; LaVerne Coelho, Executor of the Estate of Frank James Coelho, aka Frank J. Coelho, Sr., and Frank Coelho, deceased, as to an undivided one-half interest ($\frac{1}{2}$) interest and LaVerne Coelho, a widow, (a single person), as to an undivided one-half ($\frac{1}{2}$) interest; all as to an undivided one fourth ($\frac{1}{4}$) interest; Velma L. Coelho, Trustee of the Survivor's Trust portion of The Joe F. Coelho Family Trust, as to an undivided one-fourth ($\frac{1}{4}$) interest and Velma L. Coelho, Trustee of the QTIP Trust portion of The Joe F. Coelho Family Trust, as to an undivided one-fourth ($\frac{1}{4}$), and LaVerne Coelho, Executor of The Estate of Frank James Coelho, aka Frank H. Coelho, Frank J. Coelho Sr., and Frank Coelho, deceased as to an undivided one-half interest ($\frac{1}{2}$) interest; all as to an undivided one-fourth ($\frac{1}{4}$ th) interest and Isabelle J. Coelho, Anthony P. Coelho, Jr., Gary J. Coelho, and John A. Coelho, as Co-Trustees of the TIC Family Trust, u/d/t September 12, 1994, and by Judgment of Final Distribution of the Estate of Anthony Phillip Coelho, also known as Anthony P. Coelho, Anthony P. Coelho, Sr., Tony P. Coelho, and Tony Coelho, deceased, dated August 22, 1997, as to an undivided one-fourth ($\frac{1}{4}$ th) interest
To: Linda Vista Farms, a California general partnership

56. A document recorded February 23, 2011 as Instrument No. 2011-0027436 of Official Records.

From: Velma Coelho, a widow (a single person), and Velma L. Coelho, Trustee of the Survivor's Trust portion of The Joe F. Coelho Family Trust as to an undivided one-half (1/2) interest, and Velma L. Coelho, Trustee of the QTIP Trust portion of The Joe F. Coelho Family Trust, as to a undivided one-half (1/2) interest; all as to an undivided one-fourth (1/4th) interest; LaVerne Coelho, Executor of the Estate of Frank James Coelho, aka Frank J. Coelho, Sr., and Frank Coelho, deceased, as to an undivided one-half interest (1/2) interest and LaVerne Coelho, a widow, (a single person), as to an undivided one-half (1/2) interest; all as to an undivided one-fourth (1/4) interest; Velma L. Coelho, Trustee of the Survivor's Trust portion of The Joe F. Coelho Family Trust, as to an undivided one-fourth (1/4) interest and Velma L. Coelho, Trustee of the QTIP Trust portion of The Joe F. Coelho Family Trust, as to an undivided one-fourth (1/4), and LaVerne Coelho, Executor of The Estate of Frank James Coelho, aka Frank H. Coelho, Frank J. Coelho Sr., and Frank Coelho, deceased as to an undivided one-half interest (1/2) interest; all as to an undivided one-fourth (1/4th) interest and Isabelle J. Coelho, Anthony P. Coelho, Jr., Gary J. Coelho, and John A. Coelho, as Co-Trustees of the TIC Family Trust, u/d/t September 12, 1994, and by Judgment of Final Distribution of the Estate of Anthony Phillip Coelho, also known as Anthony P. Coelho, Anthony P. Coelho, Sr., Tony P. Coelho, and Tony Coelho, deceased, dated August 22, 1997, as to an undivided one-fourth (1/4th) interest

To: Gary J. Coelho and Dawn Coelho, husband and wife, as community property

57. A document recorded December 28, 2012 as Instrument No. 2012-0187981 of Official Records.

From: Linda Vista Farms, a California general partnership

To: The Joe F. Coelho Family Limited Partnership, a California limited partnership, The Joe F. Coelho Family Limited Partnership II, a California limited partnership, The Tony P. Coelho Family Limited Partnership, a California limited partnership, The Tony P. Coelho Family Limited Partnership II, a California limited partnership, The Frank J. Coelho Family Limited Partnership, a California limited partnership, and The Frank J. Coelho Family Limited Partnership II, a California limited partnership, as tenants in common, each as to an undivided 1/16th interest

58. A document recorded December 28, 2012 as Instrument No. 2012-0187982 of Official Records.

From: The Tony P. Coelho Family Limited Partnership, a California limited partnership

To: The TIC Family Trust (Isabelle Coelho), as to an undivided 8.776% interest; The Anthony P Coelho Jr Trust, as to an undivided 19.601% interest; Gary J Coelho, as to an undivided 19.601% interest; John A Coelho, as to an undivided 19.601% interest; James J Coelho, as to an undivided 10.807% interest; Carol Edde, as to an undivided 10.807% interest and Nancy Loogman, as to an undivided 10.807% interest, as tenants in common, each as to an undivided interest

59. A document recorded December 28, 2012 as Instrument No. 2012-0187983 of Official Records.

From: The Tony P. Coelho Family Limited Partnership II, a California limited partnership

To: The TIC Family Trust (Isabelle Coelho), as to an undivided 8.776% interest; The Anthony P Coelho Jr Trust, as to an undivided 19.601% interest; Gary J Coelho, as to an undivided 19.601% interest; John A Coelho, as to an undivided 19.601% interest; James J Coelho, as to an undivided 10.807% interest; Carol Edde, as to an undivided 10.807% interest and Nancy Loogman, as to an undivided 10.807% interest, as tenants in common, each as to an undivided interest

60. A document recorded December 28, 2012 as Instrument No. 2012-0187984 of Official Records.

From: The Joe F. Coelho Family Limited Partnership, a California limited partnership

To: Velma Louise Coelho, as to an undivided 67.120% interest; John Anthony Coelho, as to an undivided 8.220% interest; Joe Francis Coelho Jr., as to an undivided 8.220% interest; Susan Patrice Coelho Yevick, as to an undivided 8.220% interest and Jerald W. Coelho, as to an undivided 8.220% interest, as tenants in common, each as to an undivided interest

61. A document recorded December 28, 2012 as Instrument No. 2012-0187985 of Official Records.

From: The Joe F. Coelho Family Limited Partnership II, a California limited partnership

To: Velma Louise Coelho, as to an undivided 67.120% interest; John Anthony Coelho, as to an undivided 8.220% interest; Joe Francis Coelho Jr., as to an undivided 8.220% interest; Susan Patrice Coelho Yevick, as to an undivided 8.220% interest; Jerald W. Coelho, as to an undivided 8.220% interest, as tenants in common, each as to an undivided interest

62. A document recorded December 28, 2012 as Instrument No. 2012-0187986 of Official Records.

From: Frank J. Coelho Family Limited Partnership, a California limited partnership

To: The Frank and LaVerne Coelho Family Trust (LaVerne Coelho), as to an undivided 48.500% interest; Terri Ann Coelho Alsup, as to an undivided 12.625% interest; Patricia Coelho Cox, as to an undivided 12.625% interest; Frank Coelho, Jr., as to an undivided 13.125% interest and John D. Coelho, as to an undivided 13.125% interest, as tenants in common, each as to an undivided interest

63. A document recorded December 28, 2012 as Instrument No. 2012-0187987 of Official Records.

From: The Frank J. Coelho Family Limited Partnership II, a California limited partnership

To: The Frank & LaVerne Coelho Family Trust (LaVerne Coelho), as to an undivided 48.500% interest; Terri Ann Coelho Alsup, as to an undivided 12.625% interest; Patricia Coelho Cox, as to an undivided 12.625% interest; Frank Coelho, Jr., as to an undivided 13.125% interest and John D. Coelho, as to an undivided 13.125% interest, as tenants in common, each as to an undivided interest

64. A document recorded December 28, 2012 as Instrument No. 2012-0187988 of Official Records.

From: The Frank and LaVerne Coelho Family Trust (LaVerne Coelho), Terri Ann Coelho Alsup, Patricia Cox, Frank Coelho, Jr. and John D. Coelho

To: The Frank J. Coelho Family III Limited Partnership, a California limited partnership, an undivided 1/3rd interest

65. A document recorded December 28, 2012 as Instrument No. 2012-0187990 of Official Records.

From: The TIC Family Trust (Isabelle Coelho), Anthony P. Coelho Jr Trust, Gary J Coelho, John A Coelho, James J Coelho, Carol Edde, and Nancy Loogman

To: The Tony P. Coelho Family Limited Partnership III, a California limited partnership, an undivided 1/3rd interest

66. A document recorded December 28, 2012 as Instrument No. 2012-0187992 of Official Records.

From: Velma Louise Coelho, John Anthony Coelho, Joe Francis Coelho Jr, Susan Patrice Coelho Yevick, and Gerald W Coelho

To: The Joe F. Coelho Family III Limited Partnership, a California limited partnership, an undivided 1/3rd interest

67. A document recorded September 11, 2013 as Instrument No. 2013-0129254 of Official Records.

From: Frank J. Coelho Family III Limited Partnership, a California limited partnership, Joe F. Coelho Family III Limited Partnership, a California limited partnership, and Tony P. Coelho Family Limited Partnership III, a California limited partnership

To: Linda Vista Farms VI, a California general partnership

68. Chain of Title Guarantee is issued on Parcels 053-110-89S and 053-110-90S due to no recordation of lot split.

This Guarantee does not cover:

1. Taxes, assessments and matters related thereto.
2. Instruments, proceedings or other matters which do not specifically describe the land.

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

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurance are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
- (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
- (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
- (c) The identity of any party shown or referred to in Schedule A.
- (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) (C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the manner or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

First American Title Company

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

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

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

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

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

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

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

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

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

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 2 First American Way, Bldg 2, Santa Ana, California, 92707.

EXHIBIT 8



Inter Office Memo

DATE: October 9, 2014
TO: Board of Supervisors
FROM: Planning Commission
SUBJECT: RESOLUTION NO. 12463 - VARIANCE APPLICATION NO. 3959

APPLICANT/OWNER: Gary and Dawn Coelho

REQUEST: Allow creation of a 5-acre parcel (gross acreage) from an existing 159.82-acre parcel (gross acreage) in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District.

LOCATION: The subject parcel is located on the west side of Brawley Avenue, between Lewiston and Mount Whitney Avenues, approximately three quarters of a mile southwest of the unincorporated community of Riverdale (22209 S. Brawley Avenue) (SUP. DIST.: 4) (APN: 053-110-89S; 053-110-90S).

PLANNING COMMISSION ACTION:

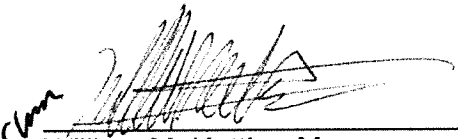
At its hearing of October 9, 2014, the Commission considered the Staff Report and testimony (summarized in Exhibit "A").

A motion was made by Commissioner Borba and seconded by Commissioner Yates to adopt the required Variance Findings and approve Variance Application No. 3959, subject to Conditions listed in Exhibit "B" with modification of Conditions to exclude Conditions 3 and 4, citing that Findings 1 and 2 can be made as the Applicants' family owned the subject parcel prior to implementation of the AE-20 Zone District and the Applicants have an agreement with their family to have a five-acre parcel, and Finding 4 can be made as the requested five-acre parcel size would better preserve the farming potential of the existing 159.82-acre parcel than the creation of a 20-acre parcel as a matter of right.

This motion passed on the following vote:

VOTING:	Yes:	Commissioners Borba, Yates, Batth, Ferguson, Lawson, Mendes, Rocca, Woolf and Zadourian
	No:	None
	Absent:	None
	Abstain:	None

ALAN WEAVER, DIRECTOR
 Department of Public Works and Planning
 Secretary-Fresno County Planning Commission

By: 

 William M. Kettler, Manager
 Development Services Division

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NOTES: The approval of this Variance will expire one year from the date of approval unless the required mapping application to create the parcels is filed in accordance with the Parcel Map Ordinance. When circumstances beyond the control of the Applicant do not permit compliance with this time limit, the Commission may grant an extension not to exceed one additional year. Application for such extension must be filed with the Department of Public Works and Planning before the expiration of the Variance.

Attachments

EXHIBIT "A"

Variance Application No. 3959

- Staff: The Fresno County Planning Commission considered the Staff Report dated October 9, 2014, and heard a summary presentation by staff.
- Applicant: The Applicant's representative disagreed with the Staff Report. He described the project and offered the following information:
- The subject property was acquired by the Applicants' family during the 1950s.
 - The subject property is currently owned by multiple family members.
 - Creation of the proposed five-acre parcel will help address an inheritance issue that the family has been trying to resolve.
- Others: One other individual presented information in support of the application and no one presented information in opposition to the application.
- Correspondence: No letters were presented to the Planning Commission in support of or in opposition to the application.

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**Variance Application (VA) No.: 3959
(Conditions of Approval and Project Notes)**

Conditions of Approval	
1.	Development shall be in accordance with the Site Plan as approved by the Commission.
2.	Approval of the partial cancellation of Agricultural Land Conservation Contract (Williamson Act Contract) No. 1531 for the five-acre parcel shall occur prior to filing of any subsequent mapping application necessary to create the proposed parcel. Note: Both applicant and owner acknowledge that approval of partial cancellation of Agricultural Land Conservation Contract (Williamson Act Contract) No. 1531 must occur prior to the creation of the five-acre parcel. If the subsequent cancellation is denied, creation of the parcel cannot occur.
3.	The owner of the proposed 5-acre parcel shall enter into an agreement with Fresno County incorporating the provisions of the "Right-to-Farm" Notice (Ordinance Code Section 17.40.100) for acknowledgement of the inconveniences and discomfort associated with normal farm activities in the surroundings of the proposed parcel.

Conditions of Approval reference recommended Conditions for the project.

Notes	
The following Notes reference mandatory requirements of Fresno County or other Agencies and are provided as information to the project Applicant.	
1.	Division of the subject property is subject to the provisions of the Fresno County Parcel Map Ordinance. For more information, contact the Department of Public Works and Planning, Development Engineering Section at (559) 600-4022.
2.	Ten-foot by ten-foot corner cutoffs shall be maintained for sight distance purposes at the existing driveways accessing Brawley Avenue and Lewiston Avenue.
3.	A 20-foot by 20-foot corner cutoff shall be maintained for sight distance purposes at the intersection of Brawley Avenue and Lewiston Avenue.
4.	According to FEMA FIRM Panels 2875H and 2900H, the existing 159.82-acre parcel is located within FEMA Flood Zone A, which is subject to flooding from the 100-year storm. Any work within designated Flood Zones shall conform to provisions established in Chapter 15.48 Flood Hazard Areas of Fresno County Ordinance.
5.	Building Permit records indicate that the existing septic system was installed in 1998. It is recommended that the property owners consider having the septic tank pumped and leach fields evaluated by an appropriately-licensed contractor if it has not been serviced and/or maintained within the last five years. Such inspection may indicate possible repairs or additions, or require the proper destruction of the system.

EXHIBIT B

Notes	
6.	Any work performed within the County right-of-way shall require an Encroachment Permit from the Road Maintenance and Operations Division of the Fresno County Department of Public Works and Planning.

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County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
ALAN WEAVER
DIRECTOR

Planning Commission Staff Report Agenda Item No. 2 October 9, 2014

SUBJECT: Variance Application No. 3959

Allow creation of a 5-acre parcel (gross acreage) from an existing 159.82-acre parcel (gross acreage) in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District.

LOCATION: The subject parcel is located on the west side of Brawley Avenue, between Lewiston and Mount Whitney Avenues, approximately three quarters of a mile southwest of the unincorporated community of Riverdale (22209 S. Brawley Avenue) (SUP. DIST.: 4) (APN: 053-110-89S; 053-110-90S).

Applicants/Owners: Gary and Dawn Coelho

Representative: C.H. Robles & Associates, Inc.

STAFF CONTACT: Derek Chambers, Planner
(559) 600-4205

Eric VonBerg, Senior Planner
(559) 600-4569

RECOMMENDATION:

- Deny Variance Application No. 3959; and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

IMPACTS ON JOB CREATION:

The Commission's action will not have any substantial effect on job creation.

EXHIBITS:

1. Conditions of Approval and Project Notes
2. Location Map
3. Existing Zoning Map
4. Existing Land Use Map
5. Applicant's Submitted Findings
6. Site Plan
7. Public Correspondence

SITE DEVELOPMENT AND OPERATIONAL INFORMATION:

Criteria	Existing	Proposed
General Plan Designation	Agriculture	No change
Zoning	AE-20 (Exclusive Agricultural, 20-acre minimum parcel size)	No change
Parcel Size	159.82 acres (gross)	154.82 acres (gross) – Parcel 1 5.00 acres (gross) – Parcel 2
Project Site	159.82-acre parcel (gross); single-family residence with detached garage; in-ground swimming pool; septic system; water well; field crops	Parcel 1: 154.82 acres (gross); field crops Parcel 2: 5.00 acres (gross); single-family residence with detached garage; in-ground swimming pool; septic system; water well
Structural Improvements	Single-family residence with detached garage; in-ground swimming pool	Parcel 1: None Parcel 2: Single-family residence with detached garage; in-ground swimming pool
Nearest Residence	Approximately 70 feet south of the southern property line	Approximately 70 feet south of the southern property line of proposed Parcel 1
Surrounding Development	Burrel Ditch traverses the subject parcel; commercial uses within the	No change

Criteria	Existing	Proposed
	unincorporated community of Riverdale approximately one mile north of the subject parcel; residential and agricultural land uses dispersed throughout area	
Operational Features	N/A	N/A
Employees	N/A	N/A
Customers	N/A	N/A
Traffic Trips	Residential traffic	No change
Lighting	Residential lighting	No change
Hours of Operation	N/A	N/A

EXISTING VIOLATION (Y/N) AND NATURE OF VIOLATION: N

ENVIRONMENTAL DETERMINATION:

It has been determined pursuant to Section 15061.b.3 of the California Environmental Quality Act (CEQA) Guidelines that the proposed project will not have a significant effect on the environment and is not subject to CEQA.

PUBLIC NOTICE:

Notices were sent to nine property owners within a quarter mile of the subject parcel, exceeding the minimum notification requirements prescribed by the California Government Code and County Zoning Ordinance.

PROCEDURAL CONSIDERATIONS:

A Variance Application (VA) may be approved only if four Findings specified in Zoning Ordinance Section 877 are made by the Planning Commission.

Specifically related to a VA, in order to make Findings 1 and 2, a determination must be made that the property is subject to an exceptional or extraordinary physical circumstance that does not apply to other properties in the same Zone District, and a substantial property right held by other property owners of like-zoned parcels in the area must be identified.

The decision of the Planning Commission on a VA is final unless appealed to the Board of Supervisors within 15 days of the Commission's action.

BACKGROUND INFORMATION:

This proposal entails a request to allow the creation of a 5-acre parcel (gross acreage) from an existing 159.82-acre parcel (gross acreage) where a 20-acre minimum parcel size is required.

The proposed 5-acre parcel is identified as Assessor's Parcel Number (APN) 053-110-89S, and the balance of the existing 159.82-acre parcel is identified as APN 053-110-90S. Although the subject property has been assigned two different APNs, this property constitutes one legal parcel and the APNs cannot be sold separately. According to the Variance Findings provided by the Applicants' Representative, it is the Applicants' desire to separate the 5-acre property from the existing 159.82-acre parcel which is agriculturally cultivated by their family partnership (Linda Vista Farms VI).

On August 31, 1976, the subject 159.82-acre parcel and surrounding area were rezoned from R-A (Single Family Residential Agricultural, 36,000 square-foot minimum parcel size) to AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) by means of Amendment Application No. 2870, which was initiated by the County.

On July 22, 1996, Tentative Parcel Map Waiver (TPMW) No. 95-29 was approved by the Department of Public Works and Planning, authorizing the creation of a 26.02-acre parcel from the subject 159.82-acre parcel. The 26.02-acre parcel authorized by TPMW No. 95-29 would have encompassed the 5-acre property proposed by the subject Variance request; however, the Certificate of Compliance (COC) required to effect the parcelization was never completed, as the 26.02-acre configuration was contrary to an informal agreement made between the Applicants and their family partnership (Linda Vista Farms VI) for the Applicants to have a 5-acre homesite. Subsequently, on February 23, 2011, the subject 5-acre property was conveyed to the Applicants from their family partnership (Linda Vista Farms VI) through the recordation of a Grant Deed.

There has been one other Variance application requesting reduced parcel size requirements for the creation of a new parcel filed within a mile of the subject property. VA No. 2704 was filed to allow the creation of a four-acre parcel from an existing 26-acre parcel designated Agriculture in the General Plan and Zoned AE-20. In that instance, staff deferred to the Planning Commission as to whether the required Variance Findings could be made, and on May 13, 1982, the Planning Commission approved the Variance request.

Although there is a history of Variance requests within proximity of the subject property, each Variance request is considered on its own merit, based on unique site conditions and circumstances.

DISCUSSION:

Findings 1 and 2: There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other property in the vicinity having the identical zoning classification; and

Such Variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which right is possessed by other property owners under like conditions in the vicinity having the identical zoning classification.

	Current Standard:	Proposed Operation:	Is Standard Met (y/n)
Setbacks	Front: 35 feet Side: 20 feet Street Side: 35 feet Rear: 20 feet	Parcel 1 (154.82 acres gross): N/A (no development proposed)	Parcel 1 (154.82 acres gross): N/A

	Current Standard:	Proposed Operation:	Is Standard Met (y/n)
		Parcel 2 (5.00 acres gross): Front (east property line): 70 feet Side (north property line): 251 feet Street Side (south property line): 22 feet Rear (west property line): 236 feet	Parcel 2 (5.00 acres gross): Yes (VA 3634 authorized a 20-foot street side yard setback for an addition to the existing detached garage)
Parking	No requirement	No requirement	N/A
Lot Coverage	No requirement	No requirement	N/A
Separation Between Buildings	Six feet minimum	No change	Yes
Wall Requirements	No requirement	No requirement	N/A
Septic Replacement Area	100 percent	No change	Yes
Water Well Separation	Septic tank: 50 feet; Disposal field: 100 feet; Seepage pit: 150 feet	No change	Yes

Reviewing Agencies/Department Comments Regarding Site Adequacy:

Zoning Section of the Fresno County Department of Public Works and Planning: The AE-20 Zone District requires a minimum parcel size of 20 acres. Therefore, a Variance is required to allow an exception to the Zoning Ordinance to create smaller parcels than allowed.

Analysis:

In support of Finding 1, the Applicants' representative states that it was the intention of the Applicants' family to create a 5-acre homesite from the existing 159.82-acre parcel when the single-family residence located thereon was constructed in the early 1960s. Additionally, the Applicants acknowledge that a 20-acre parcel could be created from the existing 159.82-acre parcel as a matter of right through the Tentative Parcel Map Waiver (TPMW) process; however, the 20-acre minimum parcel size requirement would be contrary to an informal agreement made between the Applicants and their family partnership (Linda Vista Farms VI) for the Applicants to have a 5-acre homesite.

In support of Finding 2, the Applicants' representative states that there are other parcels within a two-mile radius of the subject property which range in size from 2.18 acres to 10 acres. Additionally, no social benefit would be gained by denying the Applicants' request to create a homesite with a residence that has been owned by their family for over 50 years.

With regard to Finding 1, the agreement made between the Applicants and their family partnership (Linda Vista Farms VI) for the Applicants to have a 5-acre homesite is an issue of interpersonal circumstance and is not a physical characteristic of the subject property.

With regard to Finding 2, staff acknowledges that there are other parcels in the area of the proposal that range in size from 2 acres to 10 acres. However, there are also a number of parcels in the area that are 20 acres or larger in size. Further, staff does not believe that the presence of other parcels similar in size to that proposed with this Variance request is an extraordinary physical characteristic demonstrating a circumstance which merits the requested 5-acre parcel configuration. As such, denial of this Variance request would not deprive the property owners of any right enjoyed by other property owners in the AE-20 Zone District, since all property owners in said District are subject to the same Development Standards.

A consideration in addressing Variance Applications is whether there are alternatives available that would avoid the need for the Variance. In this case, the Applicants could file a Tentative Parcel Map Waiver (TPMW) application in order to create a 20-acre parcel as a matter of right. Staff acknowledges that a 20-acre parcel would be contrary to the agreement made between the Applicants and their family partnership (Linda Vista Farms VI) for the Applicants to have a 5-acre homesite; however, such an alternative would negate the need to acquire a Variance.

Noteworthy Recommended Conditions of Approval:

None.

Conclusion:

Findings 1 and 2 cannot be made.

Finding 3: The granting of a Variance will not be materially detrimental to the public welfare or injurious to property and improvement in the vicinity in which the property is located.

Surrounding Parcels				
	Size:	Use:	Zoning:	Nearest Residence:
North:	159.08 acres	Field crops	AE-20	None
	156.20 acres	Single-family residence Mobile Home Field crops	AE-20	2,135 feet north of the northern property line of proposed Parcel 2
South:	38.64 acres	Field crops	AE-20	None
	38.32 acres	Four single-family residences Dairy	AE-20	715 feet south of the southern property line of proposed Parcel 1
	76.28 acres	Single-family residence Field crops	AE-20	70 feet south of the southern property line of proposed Parcel 1

Surrounding Parcels				
East:	112.68 acres	Two single-family residences Dairy	AE-20	2,070 feet east of the eastern property line of proposed Parcel 1
West:	260.00 acres	Single-family residence Field crops	AE-20	1,868 feet west of the western property line of proposed Parcel 1

Reviewing Agencies/Department Comments:

Fresno County Department of Agriculture (Agricultural Commissioner's Office): Since there will be no change in land use and no loss of agricultural land resulting from the Variance request, the Agricultural Commissioner's Office has no concerns with the proposal.

Riverdale Irrigation District: No concerns with the proposal.

Design Division of the Fresno County Department of Public Works and Planning: No concerns with the proposal.

Development Engineering Section of the Fresno County Department of Public Works and Planning: Brawley Avenue is a County-maintained road which is classified as a local road. The minimum total width for a local road right-of-way is 60 feet. Brawley Avenue has a total existing right-of-way of 50 feet at the existing 159.82-acre parcel, with 25 feet east and 25 feet west of the section line. Lewiston Avenue is a County-maintained road which is classified as a local road. The minimum total width for a local road right-of-way is 60 feet. Lewiston Avenue has a total existing right-of-way of 50 feet at the existing 159.82-acre parcel, with 25 feet north and 25 feet south of the center line. Cornelia Avenue is a County-maintained road which is classified as a local road. The minimum total width for a local road right-of-way is 60 feet. Cornelia Avenue has a total existing right-of-way of 50 feet at the existing 159.82-acre parcel, with 25 feet east and 25 feet west of the section line. Ten-foot by ten-foot corner cutoffs shall be maintained for sight distance purposes at the existing driveways accessing Brawley Avenue and Lewiston Avenue, and a 20-foot by 20-foot corner cutoff shall be maintained for sight distance purposes at the intersection of Brawley Avenue and Lewiston Avenue. These requirements have been included as Project Notes. According to FEMA FIRM Panels 2875H and 2900H, the existing 159.82-acre parcel is located within FEMA Flood Zone A, which is subject to flooding from the 100-year storm. Any work within designated Flood Zones shall conform to provisions established in Chapter 15.48 Flood Hazard Areas of Fresno County Ordinance. This requirement has been included as a Project Note. If this Variance request is approved, a Parcel Map Application shall be filed with the Fresno County Department of Public Works and Planning in order to effect the property division. This requirement has been included as a Project Note.

Fresno County Department of Public Health, Environmental Health Division: Building Permit records indicate that the existing septic system was installed in 1998. It is recommended that the property owners consider having the septic tank pumped and leach fields evaluated by an appropriately-licensed contractor if it has not been serviced and/or maintained within the last five years. Such inspection may indicate possible repairs or additions, or require the proper destruction of the system. This recommendation has been included as a Project Note.

Fresno County Fire Protection District: No concerns with the proposal.

Road Maintenance and Operations Division of the Fresno County Department of Public Works and Planning: The proposed 5-acre parcel has a concrete-paved circular driveway that connects to Brawley Avenue and Lewiston Avenue, and the driveway approaches are improved with asphalt concrete paving. An Encroachment Permit shall be required from the Road Maintenance and Operations Division for any work performed within a County right-of-way. This requirement has been included as a Project Note.

Water/Geology/Natural Resources Section of the Fresno County Department of Public Works and Planning: No concerns with the proposal as it relates to water quantity, as the proposed parcel is not located in a water-short area.

Analysis:

In support of Finding 3, the Applicants' representative states that this Variance proposal will not be detrimental to surrounding properties, as the proposed parcel has an existing residence located thereon which has been remodeled and expanded by the Applicants, thereby raising the value of the property. Additionally, the proposed parcel will not affect groundwater supplies in the area, as the Applicants do not propose any new development with this Variance request, and an existing domestic well serves the existing residence. Further, granting this Variance request will not generate additional traffic in the area, and the proposed parcel has existing driveway access to Brawley and Lewiston Avenues.

With regard to Finding 3, if approved, the granting of this Variance request will result in the creation of a 5-acre parcel that will have an existing residence located thereon. Such a use is complimentary to and compatible with existing residential land uses in the vicinity of the proposal. Further, staff notes that a secondary dwelling unit could not be established on the proposed 5-parcel as a matter of right.

With regard to road right-of-way, the proposed 5-acre parcel will have frontage on Brawley Avenue, which has a total existing right-of-way of 50 feet at the subject property, with 25 feet east and 25 feet west of the section line. Due to Brawley Avenue being classified as a local road, Brawley Avenue has an ultimate right-of-way of 60 feet at the subject property, with 30 feet east and 30 feet west of the section line. As such, an irrevocable offer of 5 feet of right-of-way dedication is needed from the eastern side of the proposed 5-acre parcel which abuts Brawley Avenue. This requirement has been included as a Condition of Approval.

The proposed 5-acre parcel will also have frontage on Lewiston Avenue, which has a total existing right-of-way of 50 feet at the subject property, with 25 feet north and 25 feet south of the center line. Due to Lewiston Avenue being classified as a local road, Lewiston Avenue has an ultimate right-of-way of 60 feet at the subject property, with 30 feet north and 30 feet south of the center line. As such, an irrevocable offer of 5 feet of right-of-way dedication is needed from the southern side of the proposed 5-acre parcel which abuts Lewiston Avenue. This requirement has been included as a Condition of Approval.

Considering the existing nature of the residential development on the proposed parcel and the surrounding residential land uses, staff believes that there will be no aesthetic impact or adverse effects on surrounding properties if the Variance is granted. As such, staff believes that Finding 3 can be made.

Noteworthy Recommended Conditions of Approval:

- *The owner of the proposed 5-acre parcel shall record a document irrevocably offering 5 feet of the subject parcel to the County of Fresno as future right-of-way for Brawley Avenue (25 feet existing). The western line of said offer shall establish the building setback line for future development.*

Note: A preliminary title report or lot book guarantee may be required before the irrevocable offer of dedication can be processed. The owner is advised that where deeds of trust or any other type of monetary liens exist on the property, the cost of obtaining a partial reconveyance, or any other document required to clear title to the property, shall be borne by the owner or developer. The County will prepare the irrevocable offer of dedication free of charge.

- *The owner of the proposed 5-acre parcel shall record a document irrevocably offering 5 feet of the subject parcel to the County of Fresno as future right-of-way for Lewiston Avenue (25 feet existing). The northern line of said offer shall establish the building setback line for future development.*

Note: A preliminary title report or lot book guarantee may be required before the irrevocable offer of dedication can be processed. The owner is advised that where deeds of trust or any other type of monetary liens exist on the property, the cost of obtaining a partial reconveyance, or any other document required to clear title to the property, shall be borne by the owner or developer. The County will prepare the irrevocable offer of dedication free of charge.

Conclusion:

Finding 3 can be made.

Finding 4: The granting of such a Variance will not be contrary to the objectives of the General Plan.

Relevant Policies:	Consistency/Considerations:
<p>General Plan Policy LU-A.6: County shall maintain 20 acres as the minimum permitted parcel size in areas designated Agriculture; the County may require parcel sizes larger than 20 acres based on zoning, local agricultural conditions, and to help ensure the viability of agricultural operations.</p>	<p>As this Variance request proposes to create a parcel smaller than 20 acres in an area designated Agriculture and zoned AE-20, staff believes this proposal is inconsistent with the General Plan.</p>
<p>General Plan Policy LU-A.7: County shall generally deny requests to create parcels less than the minimum size specified in Policy LU-A.6 based on concerns that these parcels are less viable economic farming units, and that the resultant increase in residential density increases the potential for conflict with normal agricultural practices on adjacent parcels. Evidence that the affected parcel may be an</p>	<p>As this Variance request proposes to create a parcel smaller than 20 acres in an area designated Agriculture and zoned AE-20, staff believes this proposal is inconsistent with the General Plan.</p>

Relevant Policies:	Consistency/Considerations:
<p>uneconomic farming unit due to its current size, soil conditions, or other factors shall not alone be considered a sufficient basis to grant an exception. The decision-making body shall consider the negative incremental and cumulative effects such land divisions have on the agricultural community.</p>	
<p>General Plan Policy PF-C.17: County shall, prior to consideration of any discretionary project related to land use, undertake a water supply evaluation. The evaluation shall include a determination of water sustainability and a determination that the use will not have a detrimental impact upon other water users in the County.</p>	<p>This proposal was reviewed by the Water/Geology/Natural Resources Section of the Fresno County Department of Public Works and Planning, which expressed no concerns with the proposal as it relates to water quantity, as the subject property is not located in a water-short area. The proposal is consistent with this Policy.</p>

Reviewing Agencies/Department Comments:

Policy Planning Section of the Development Services Division: The Agriculture and Land Use Element of the General Plan maintains 20 acres as the minimum parcel size in areas designated for Agriculture. General Plan Policies LU-A.6 and LU-A.7 state that the County shall generally deny requests to create parcels less than the minimum size specified in areas designated Agriculture. The proposed 5-acre parcel is under Williamson Act Contract No. 1531. Pursuant to Fresno County Williamson Act Guidelines, parcels are required to have at least 20 acres in Prime farmland areas and at least 40 acres in Non-Prime farmland areas in order to remain under a Williamson Act Contract. On September 27, 2013, a Notice of Non-Renewal was recorded on the proposed 5-acre parcel; however, Contract restrictions remain in full force and effect until December 2022.

Analysis:

In support of Finding 4, the Applicants' representative states that the 154.82-acre balance of the existing 159.82-acre parcel will continue to be agriculturally cultivated if the Variance request to create the proposed 5-acre parcel is approved. Additionally, the proposed 5-acre parcel will not result in an increase in residential density which may conflict with agricultural practices on adjacent properties, as the proposed parcel has an existing residence located thereon, and the Applicants do not propose any new development with this Variance request.

With regard to Finding 4, the subject property is designated Agriculture in the County General Plan and is zoned AE-20 (Exclusive Agricultural, 20-acre minimum parcel size). As this Variance request entails a proposal to create a 5-acre parcel, Policies LU-A.6 and LU-A.7 are applicable, and staff believes this proposal is inconsistent with these Policies. However, should this Variance request be approved, staff recommends that the Applicants be required to acknowledge the Fresno County Right-to-Farm Ordinance which recognizes that residents of property in or near agricultural areas may experience inconveniences and discomfort associated with normal farm activities. This requirement, which is included as a recommended Condition of Approval, is premised on the fact that the proposed parcel is located in proximity to existing agricultural operations.

With regard to Williamson Act Contract No. 1531, although a Notice of Non-Renewal has been recorded for the proposed 5-acre parcel, the Contract restrictions will remain in full force and effect until December 2022. As such, an application for Contract Cancellation must be approved prior to filing any mapping procedure associated with the subject Variance request. This requirement has been included as a recommended Condition of Approval. Further, if the application for Contract Cancellation is denied, creation of the proposed 5-acre parcel cannot occur. On September 23, 2014, the Applicants' representative filed an Application for Partial Cancellation of Williamson Act Contract No. 1531 for the proposed 5-acre parcel.

Noteworthy Recommended Conditions of Approval:

- *The owner of the proposed 5-acre parcel shall enter into an agreement with Fresno County incorporating the provisions of the "Right-to-Farm" Notice (Ordinance Code Section 17.40.100) for acknowledgement of the inconveniences and discomfort associated with normal farm activities in the surroundings of the proposed parcel.*
- *Approval of the partial cancellation of Agricultural Land Conservation Contract (Williamson Act Contract) No. 1531 for the five-acre parcel shall occur prior to filing of any subsequent mapping application necessary to create the proposed parcel.*

Note: Both applicant and owner acknowledge that approval of partial cancellation of Agricultural Land Conservation Contract (Williamson Act Contract) No. 1531 must occur prior to the creation of the five-acre parcel. If the subsequent cancellation is denied, creation of the parcel cannot occur.

Conclusion:

Finding 4 cannot be made.

PUBLIC COMMENT:

Staff received two letters in support of this Variance request from northerly-adjacent and easterly-adjacent neighboring property owners.

CONCLUSION:

Based on the factors cited in the analysis, staff is unable to make Findings 1, 2 and 4. Therefore, staff recommends denial of VA No. 3959.

PLANNING COMMISSION MOTIONS:

Recommended Motion (denial action)

- Move to determine that the required Findings cannot be made and move to deny Variance Application No. 3959; and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

Alternative Motion (approval action)

- Move to determine that the required Findings can be made (state basis for making the Findings) and move to approve Variance Application No. 3959, subject to the Condition and Notes listed below; and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

Recommended Conditions of Approval and Project Notes:

See attached Exhibit 1.

DC:

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**Variance Application (VA) No.: 3959
(Conditions of Approval and Project Notes)**

Conditions of Approval	
1.	Development shall be in accordance with the Site Plan as approved by the Commission.
2.	<p>Approval of the partial cancellation of Agricultural Land Conservation Contract (Williamson Act Contract) No. 1531 for the five-acre parcel shall occur prior to filing of any subsequent mapping application necessary to create the proposed parcel.</p> <p>Note: Both applicant and owner acknowledge that approval of partial cancellation of Agricultural Land Conservation Contract (Williamson Act Contract) No. 1531 must occur prior to the creation of the five-acre parcel. If the subsequent cancellation is denied, creation of the parcel cannot occur.</p>
3.	<p>The owner of the proposed 5-acre parcel shall record a document irrevocably offering 5 feet of the subject parcel to the County of Fresno as future right-of-way for Brawley Avenue (25 feet existing). The western line of said offer shall establish the building setback line for future development.</p> <p>Note: A preliminary title report or lot book guarantee may be required before the irrevocable offer of dedication can be processed. The owner is advised that where deeds of trust or any other type of monetary liens exist on the property, the cost of obtaining a partial reconveyance, or any other document required to clear title to the property, shall be borne by the owner or developer. The County will prepare the irrevocable offer of dedication free of charge.</p>
4.	<p>The owner of the proposed 5-acre parcel shall record a document irrevocably offering 5 feet of the subject parcel to the County of Fresno as future right-of-way for Lewiston Avenue (25 feet existing). The northern line of said offer shall establish the building setback line for future development.</p> <p>Note: A preliminary title report or lot book guarantee may be required before the irrevocable offer of dedication can be processed. The owner is advised that where deeds of trust or any other type of monetary liens exist on the property, the cost of obtaining a partial reconveyance, or any other document required to clear title to the property, shall be borne by the owner or developer. The County will prepare the irrevocable offer of dedication free of charge.</p>
5.	The owner of the proposed 5-acre parcel shall enter into an agreement with Fresno County incorporating the provisions of the "Right-to-Farm" Notice (Ordinance Code Section 17.40.100) for acknowledgement of the inconveniences and discomfort associated with normal farm activities in the surroundings of the proposed parcel.

Conditions of Approval reference recommended Conditions for the project.

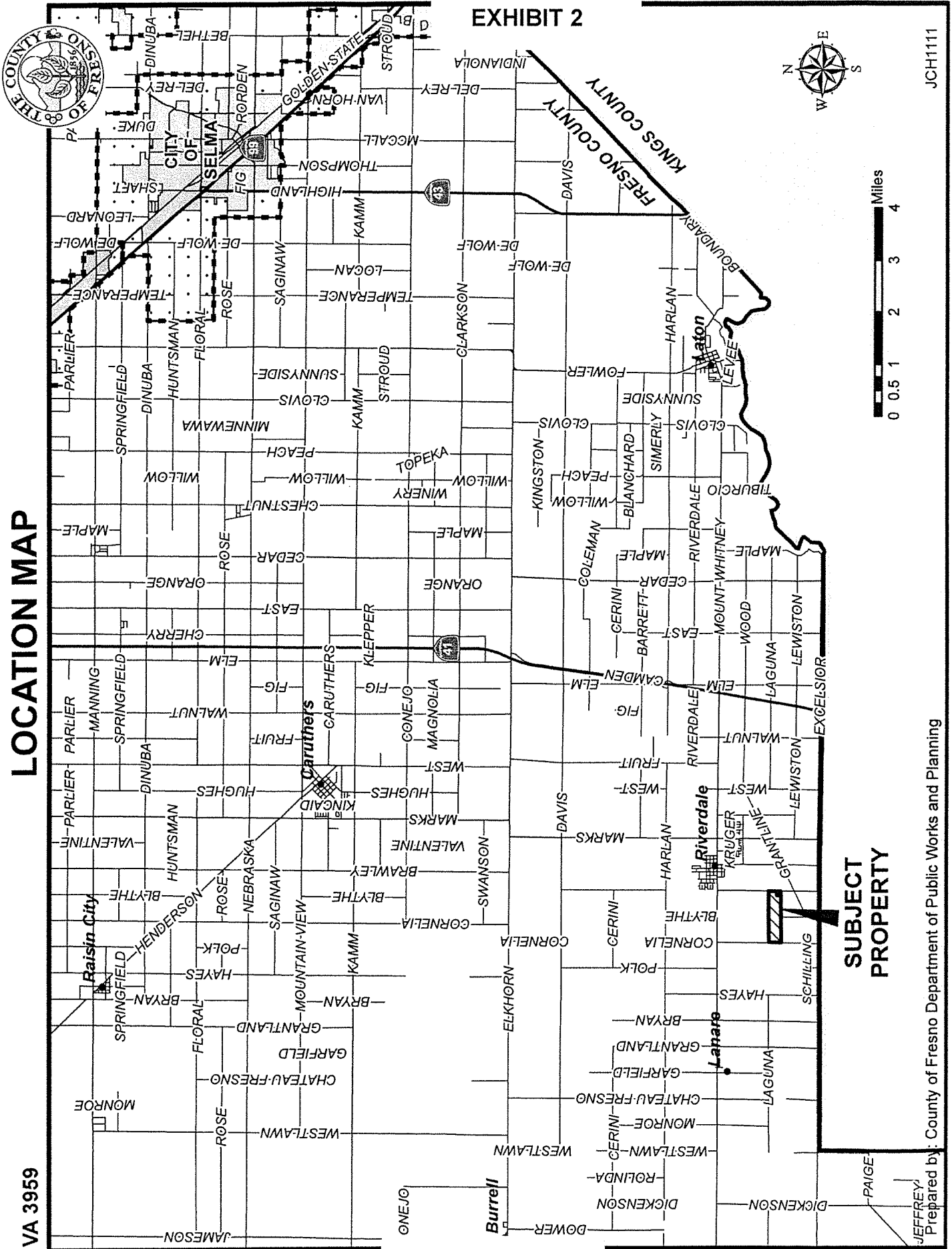
Notes

The following Notes reference mandatory requirements of Fresno County or other Agencies and are provided as information to the project Applicant.

1.	Division of the subject property is subject to the provisions of the Fresno County Parcel Map Ordinance. For more information, contact the Department of Public Works and Planning, Development Engineering Section at (559) 600-4022.
2.	Ten-foot by ten-foot corner cutoffs shall be maintained for sight distance purposes at the existing driveways accessing Brawley Avenue and Lewiston Avenue.
3.	A 20-foot by 20-foot corner cutoff shall be maintained for sight distance purposes at the intersection of Brawley Avenue and Lewiston Avenue.
4.	According to FEMA FIRM Panels 2875H and 2900H, the existing 159.82-acre parcel is located within FEMA Flood Zone A, which is subject to flooding from the 100-year storm. Any work within designated Flood Zones shall conform to provisions established in Chapter 15.48 Flood Hazard Areas of Fresno County Ordinance.
5.	Building Permit records indicate that the existing septic system was installed in 1998. It is recommended that the property owners consider having the septic tank pumped and leach fields evaluated by an appropriately-licensed contractor if it has not been serviced and/or maintained within the last five years. Such inspection may indicate possible repairs or additions, or require the proper destruction of the system.
6.	Any work performed within the County right-of-way shall require an Encroachment Permit from the Road Maintenance and Operations Division of the Fresno County Department of Public Works and Planning.

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LOCATION MAP



VA 3959



EXHIBIT 2

JCH1111

**SUBJECT
PROPERTY**

Prepared by: County of Fresno Department of Public Works and Planning

EXISTING ZONING MAP

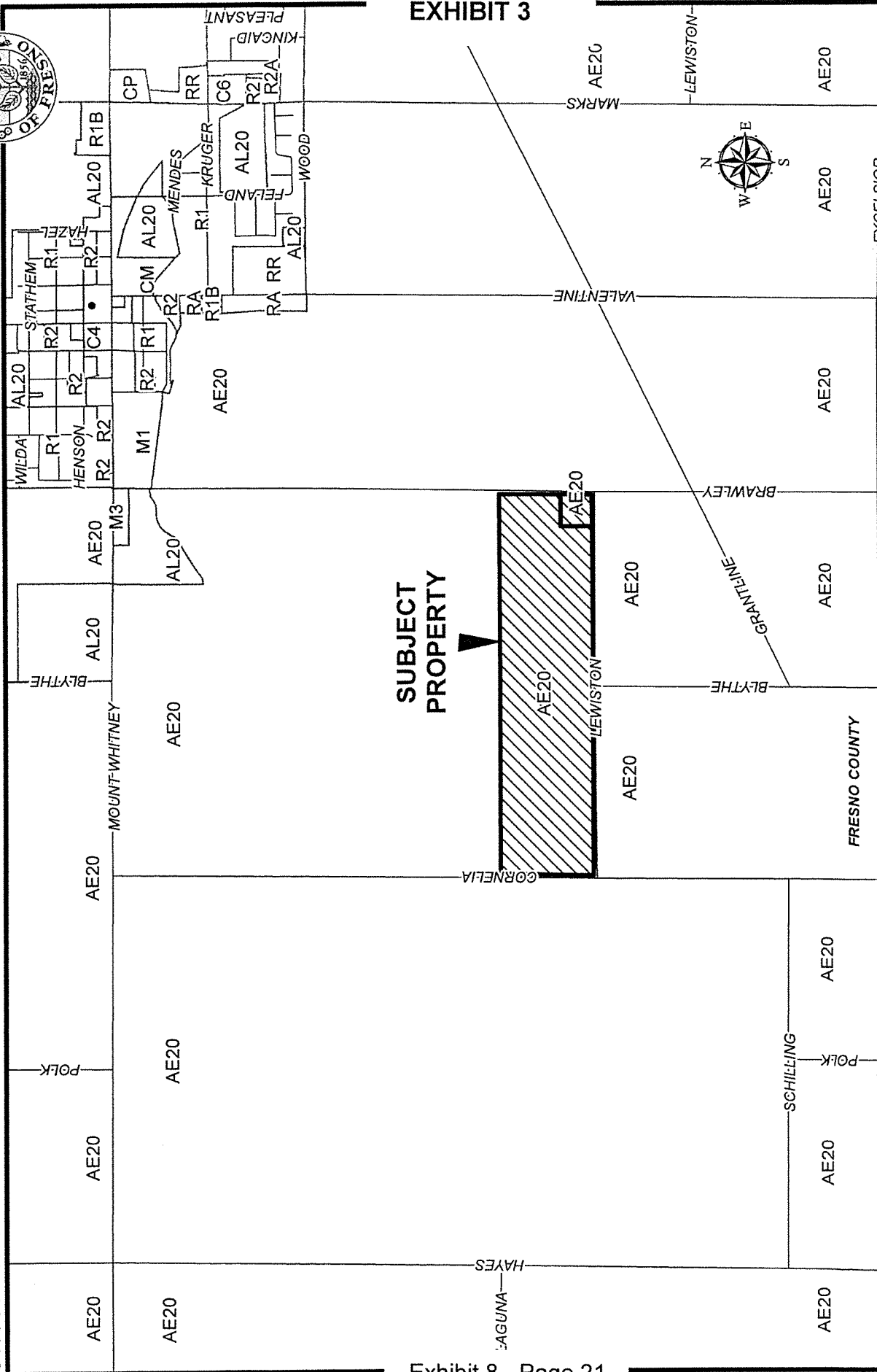
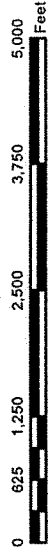
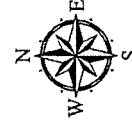


EXHIBIT 3

**SUBJECT
PROPERTY**



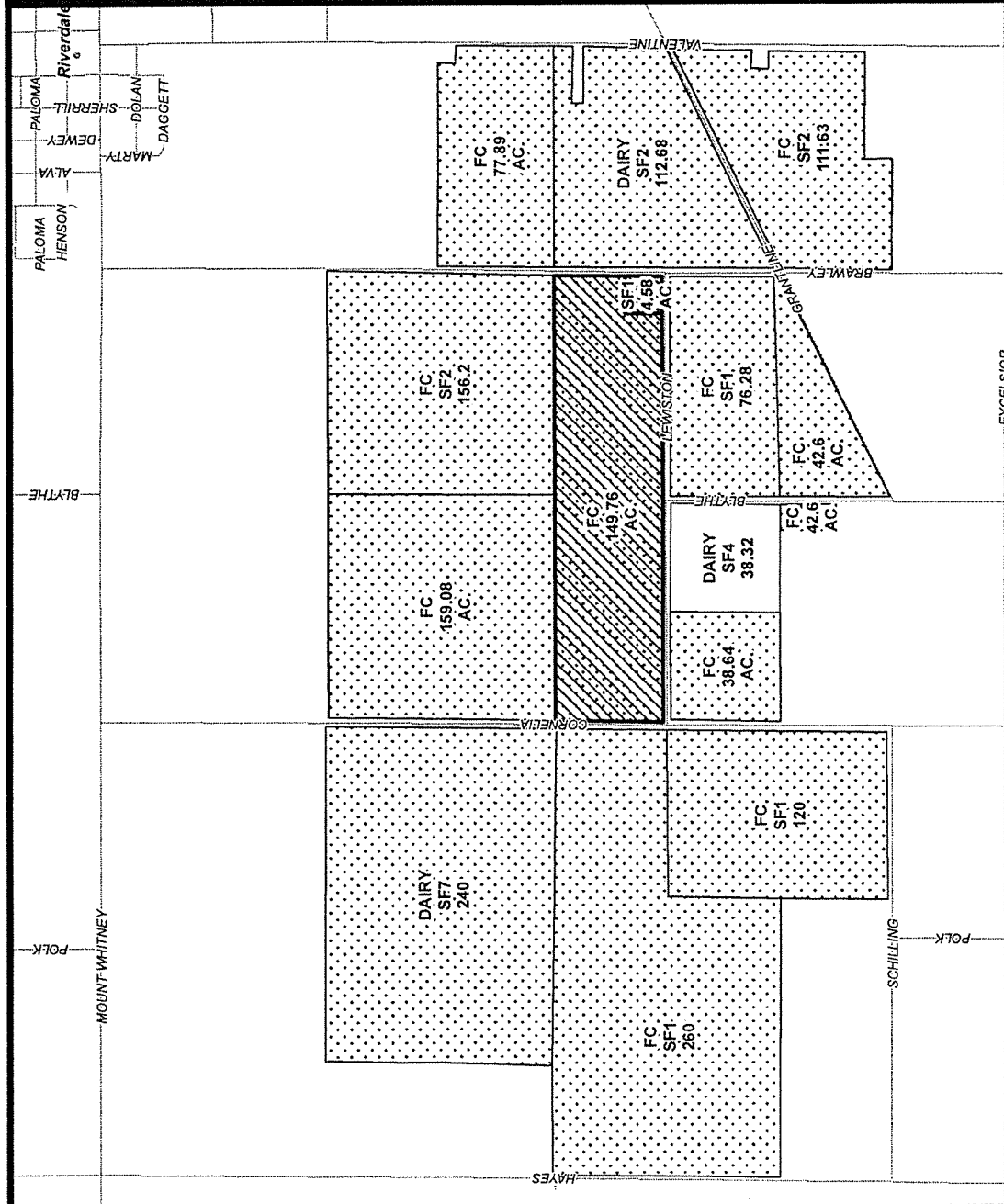
KINGS COUNTY

FRESNO COUNTY



EXISTING LAND USE MAP

VA 3959

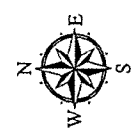


LEGEND

V - VACANT
 FC - FIELD CROP
 SF# - SINGLE FAMILY RESIDENCE

LEGEND:

Subject Property
 Ag Contract Land



Department of Public Works and Planning
 Development Services Division

Map Prepared by: JHernandez
 J:GISJCH\Landuse1

EXHIBIT 5

VARIANCE APPLICATION FINDINGS

Gary and Dawn Coelho
APN: 053-110-89s & 90s
May 12, 2014

Owner:

Linda Vista Farms VI, A California General Partnership
P.O. Box 216
Five Points, CA 93624

Applicant:

Gary and Dawn Coelho
22209 S. Brawley Avenue
Riverdale, CA 93656
APN: 053-110-89s

Representative:

C.H. Robles & Associates, Inc.
390 Coalinga Plaza
Coalinga, CA 93210
559.935.6051

Property Location:

North of Lewiston Avenue between S. Cornelia and S. Brawley Avenues.

APN:

053-110-89s
5.00 Ac. Gross
ALCC No.: Notice of Partial Non-Renewal initiated and recorded by Fresno County Public Works
on September 27, 2013, Doc. No. 2013-0136838, O.R.F.C. (see attached document).

053-110-90s
154.82 Ac. Gross
ALCC No.: 1531

Existing Zone Designation:

AE-20

Existing General Plan Land Use Designation:

Agriculture

Request:

Grant a variance to allow the issuance of a Certificate of Compliance for the Non-Compliant 5.0 acre parcel in the AE-20 Zone.

Background:

The Coelho residence in question is located on the northwest corner of the intersection of Lewiston and S. Brawley Avenues and has been a family farming operation since being acquired on February 11, 1952 (See No. 50 of Exhibit "B"). The family residence of Tony and Isabelle Coelho (parents of Gary J. Coelho, applicant) was built approximately in the early 1960's. At that time it was the intent of the family to separate the homestead from the larger parcel at a later date. Please see Exhibits "A and B" for further discussion of the history of these parcels.

A Waiver of Tentative and Parcel Map No. 95-29 was submitted for the creation of a 26.02-Acre parcel for the residence and was approved by the County of Fresno on July 22, 1996. The process was not completed by the family partnership.

Subsequently on February 23, 2011, the family partnerships conveyed the 5.0 acre parcel to Gary J. Coelho and Dawn Coelho, husband and wife, as community property (Please see No's 55 and 56 of Exhibit "B"). The proposed variance is to allow the creation of the aforementioned 5.0 acre homestead as originally intended.

Finding 1:

There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other properties in the vicinity having the identical zoning classification.

At the time the existing residence was built it was the intent of Tony and Isabelle Coelho to separate their home from the family farming operation. During this time a variance to separate the homestead was not required. The family recognizes that there is an alternative available to avoid the need for a variance of which was attempted by T.P.M.W. No. 95-29 as mentioned above. This configuration did not satisfy the long standing informal agreements made by the family partnership and agreed prorated share of the subject property from their estate planning. Please see Exhibit "A" for additional information.

Finding 2:

Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which right is possessed by other property owners under like conditions in the vicinity having the identical zoning classification.

The approval of this variance will preserve the enjoyment of the family residence as their right that has been granted to other properties in the vicinity. The other properties within a 2 mile radius range from 2.18 acres to 10.0 acres. No common good or social correctness is gained by

not allowing the applicant from owning the residence that has been in the family for over 50 years.

Finding 3:

The granting of the variance will not be materially detrimental to the public welfare or injurious to property and improvement in the vicinity in which the property is located.

The granting of the variance will not be detrimental to surrounding properties for various reasons. The existing and only residence on the 159.82-acre parcel has been improved since it was originally built which has raised the property value. The property in question is not in a designated "water-short area". No impact will be felt by the surrounding areas since there is an existing domestic well for the residence. The existing farming and residential traffic generated will not change or obstruct the surrounding farming operations since no new developments are being proposed by this variance. Both the 5.0-acre and 154.82-acre parcels will have frontage to county maintained Lewiston Avenue, S. Brawley Avenue and S. Cornelia Avenue. No new driveways are proposed with this variance so the surrounding areas with county maintained road frontage will not be impacted by the approval of this variance.

Finding 4:

The granting of such variance will not be contrary to the objectives of the Fresno County General Plan.

If the variance is approved the remainder parcel being 154.82 acres will continue to be a viable and productive agricultural property per the objectives of the Fresno County General Plan and General Plan Policy LU-A.6 and LU-A.7. This variance is not a request to create a sub-standard parcel for the sole purpose of constructing a new residence, thereby increasing the residential density that may conflict with the normal agricultural practices on adjacent properties. But to create a 5.00-acre parcel with an existing residence that has been in the family at this location for over 50 years that will not conflict with the normal agricultural practices on adjacent properties.

3



Recording requested by:
 County Board of Supervisors

Return to:
 Fresno County
 Department of Public Works and
 Planning, Development Services
 Division, Stop #214

Attention: Policy Planning (Henry)

FRESNO County Recorder
 Paul Dictos, C.P.A.
DOC- 2013-0136838
 Friday, SEP 27, 2013 14:47:11
 Ttl Pd \$0.00 Rcpt # 0003981336
 ELP/R5/1-3

Space above this line for Recorder's use.

**NOTICE OF (PARTIAL) NON-RENEWAL
 LAND CONSERVATION CONTRACT (WILLIAMSON ACT)**

Current Property Owner: Coelho Farms INC
Contract No.: 1531
APNs: 053-110-89S
Total Contract Acres: 4.23

Pursuant to provisions of Section 51245 of the California Government Code, NOTICE IS HEREBY GIVEN BY THE "COUNTY OF FRESNO" that certain parcel of land described in Exhibit "A", attached hereto and incorporated herein by reference is under Land Conservation Contract between Joe Coelho and Velma Coelho; Tony Coelho and Isabelle Coelho; Frank Coelho and Laverne Coelho; Joe F. Coelho; Tony P Coelho and succeeded by Coelho Farms INC and Gary Coelho and Dawn Coelho and the County of Fresno, recorded February 26, 1970 as Instrument Number 13404, Book 5763, Pages 644 through 646 in the Official Records of Fresno County, California more commonly referred to as **ALCC # 1531**. Said parcel, does not meet the eligibility requirements to be enrolled in the Williamson Act program and therefore **WILL NOT TO BE RENEWED**.

The expiration date of said contract described in Exhibit "A" is the last day of December 2022.

Department of Public Works and Planning



 William M. Kettler, Division Manager
 Development Services Division

9/26/13
 Date

c: Assessor
 Department of Conservation

G:\4360Devs&P\PLANNING\County Initiated Nonrenewal\Nonrenewals\AP 1531 Coelho\Non-Renewal Notice.doc

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

On 9/26/13 before me, Janet Morrison, Deputy, for BRANDI L. ORTH, Fresno County Clerk, personally appeared **WILLIAM M. KETTLER, DIVISION MANAGER**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Janet B. Morrison
Deputy

2

Exhibit A

All that real property in an unincorporated area of Fresno County, California, described as follows:

The North half of the North half of Section 35 Township 17 South, Range 19 East, Mount Diablo Base and Meridian, according to the United States Government Survey approved by the Surveyor General on January 2, 1868.

APN: 053-110-89s

3

EXHIBIT "A"

DECLARATION OF GARY J. COELHO
REGARDING FAMILY HISTORY OF OWNERSHIP
OF FRESNO COUNTY ASSESSORS PARCEL NUMBERS
053-110-89s AND 053-11 0-90s

I, Gary J. Coelho, also known as Gary Joseph Coelho, declare:

1. I am an adult. I reside at 22209 South Brawley, Riverdale, California, which has been and is improved with a single family home, detached garage, domestic water well, septic system, and other residential improvements (hereinafter referred to the "Homestead"). The matters stated herein are true and correct as of my own personal knowledge, unless stated upon my information and belief and if so stated believed by me to be true and correct on that basis.

2. The residence upon the Homestead consists of a single family home constructed in the early 1960's by my parents, Tony P. Coelho and Isabelle J. Coelho, upon a larger parcel of farmland acquired by my father and his brothers. At the time the residence was constructed it was the agreement of my father and his brothers that the residence and Homestead was to be considered the personal residence and asset of Tony P. Coelho, Isabelle J. Coelho, and their family, and not as part of the joint farming operation of my father and his brothers.

3. The Homestead is currently the personal residence of me, my wife, and permanent home of our five (5) children. Before becoming the personal residence of my family, the Homestead was the personal residence of my parents until the death of my father, Tony P. Coelho, on November 15, 1995, and of my mother, Isabelle J. Coelho, until occupied by me and my family in 1995. Since occupying the Homestead, my wife and I have made substantial improvements to the residence and the Homestead, at significant expense.

4. The Homestead is situated on the Southeast corner of Fresno County APN 053-110-90, also known as 053-110-90s (hereinafter referred to as the "Subject Parcel"). The Subject Parcel is described in First American Title Insurance Company, CLTA Chain of Title Guarantee, Order Number 10044517909, dated as of November 4, 2013, indicating record of title to the Subject Parcel as of such date, appearing of record subsequent to April 13, 1857 (hereinafter referred to as the "Chain of Title"), and incorporated herein in its entirety, marked Exhibit "B".

5. The Subject Parcel was acquired by the Coelho Family (as hereinafter defined) on February 11, 1952, when it was conveyed to Joe and Velma Coelho, husband and wife, as joint tenants, as to $\frac{1}{4}$ interest (hereinafter the "Joe Coelho Family"); to Tony and Isabelle Coelho, husband and wife, as joint tenants, as to $\frac{1}{4}$ interest (hereinafter the "Tony Coelho Family"); to Frank and Laverne Coelho, husband and wife, as to $\frac{1}{4}$ interest (hereinafter referred to as the "Frank Coelho Family"); and John Coelho, a single man, as to a $\frac{1}{4}$ interest (hereinafter referred to as "John Coelho").

6. Joe Coelho, Tony Coelho, Frank Coelho and John Coelho, are the four (4) sons of Joe F. Coelho and Maria Coelho (hereinafter, Joe F. Coelho and Maria Coelho and their descendants are referred to collectively as the "Coelho Family").

7. The business of the Coelho Family is farming and the Subject Parcel is an integral component of the Coelho Family farming business, which has evolved over the years through a series of business organizations and entities, including, without limitation, a series of general partnerships, commonly referred to as Linda Vista Farms, the ownership of which currently consists equally in the Joe Coelho Family, the Tony Coelho Family, and the Frank Coelho Family, which by way of inheritance has succeeded to any interest of

Joe F. Coelho, Maria Coelho, and John Coelho, each of whom predeceased Joe Coelho, Tony Coelho, and Frank Coelho. John Coelho died without issue.

8. The Subject Parcel, upon which the Homestead is situated has been continually owned, and presently owned, by the Coelho Family and used for farming.

9. The interest of the Tony Coelho Family in the Subject Parcel was transferred by Tony and Isabelle Coelho to the TONY P. COELHO FAMILY LIMITED PARTNERSHIP, a California limited partnership, established on February 20, 1996 (hereinafter referred to as "FLP-1"), for estate planning purposes to effectively and conveniently transfer selected Tony Coelho Family assets to their children. On March 1, 1998, the interest of the Tony Coelho Family in the Subject Parcel was divided equally between FLP-1 and the TONY P. FAMILY LIMITED PARTNERSHIP II, a California general partnership, established March 1, 1998 (hereinafter referred to as "FLP-2"), for estate planning purposes.

10. Tony Coelho, also known as Tony C. Coelho and Isabelle Coelho are no both deceased.

11. I am a surviving child Tony Coelho and Isabelle Coelho.

12. During my occupancy of the Homestead, the Coelho Family and I agreed, the title to the Homestead, consisting of approximately five (5) acres at the Southeasterly corner of the Subject Parcel, and the Coelho Family and I have made several informal efforts to identify and transfer the Homestead to me, including approval of Parcel Map Waiver, which was inadvertently never recorded prior to its lapse. The informal efforts failed to comply with regulatory requirements and were unsuccessful, but has resulted in definition of a separate tax parcel referred to as Fresno County APN 053-110-89s, consisting

of approximately five (5) acres at the Southeasterly corner of the Subject Property.

13. In a series of conveyances recorded December 28, 2012, the interest of the Tony Coelho Family in the Subject Parcel was conveyed by FLP-1 and FLP-2 to FLP-3, and contributed by FLP-3 to Linda Vista Farms VI, a California general partnership, consisting of the Joe Coelho Family, the Tony Coelho Family, and the Frank Coelho Family, for purposes of conducting the Coelho Family farming business.

14. Beneficial and equitable ownership of the Subject Parcel remains equally held by the Joe Coelho Family, Tony Coelho Family, and Frank Coelho Family. As the son of Tony and Isabelle Coelho, I have succeeded to a prorated share of their interest in the Subject Parcel, which has been an asset of the Coelho Family since its acquisition in 1952. By informal intrafamily consent, the Coelho Family consents to inclusion of the Homestead as a portion of my prorated share.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 3, 2014, in Fresno, California.


GARY C. COELHO

EXHIBIT "B"



First American Title

First American Title Company

7625 North Palm Avenue, Suite 101
Fresno, CA 93711

November 12, 2013

Laura Horn
Frame & Matsumoto
201 Washington Street
Coalinga, CA 93210
Fax: (559)935-1555

Title Officer: Martine Poirot
Phone: (559)221-1968x8366

Order Number: 1004-4517909 (MP)

Escrow Officer: Martine Poirot (MP)
Phone: (559)221-1968x8366
Fax: (866)756-9620
Escrow Number: 1004-4517909

Buyer:

Property: No Situs Found
CA

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Company maintain the fundamental principle:

Customer First!

First American Title Company

GUARANTEE

LIABILITY: \$1,000.00
FEE: \$To Be Determined

ORDER NO.: 1004-4517909
YOUR REF:

First American Title Insurance Company
a California corporation, herein called the Company

GUARANTEES

Frame & Matsumoto

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

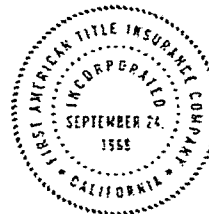
Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: November 04, 2013 at 7:30 A.M.

First American Title insurance Company

Dennis J. Gilmore
President

Timothy Kemp
Secretary



First American Title Company

SCHEDULE A

CHAIN OF TITLE GUARANTEE

The assurances referred to on the face page hereof are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relating to the interest, if any, which was (acquired) (reserved) by:

LINDA VISTA FARMS VI, A CALIFORNIA GENERAL PARTNERSHIP

pursuant to a Grant Deed in and to the real property in the unincorporated area of the County of Fresno, State of California , described as follows:

THE N½ OF THE N½ OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

EXCEPTING THEREFROM AN UNDIVIDED 75/100 OF ANY AND ALL MINERALS, OIL, GAS AND/OR OTHER HYDROCARBON SUBSTANCES IN, UNDER AND UPON SAID PROPERTY, AND EXCEPTING 75/100 OF THE TOTAL OF ALL RIGHTS, PRIVILEGES AND BENEFITS RESERVED TO THE LESSORS UNDER THE TERMS AND CONDITIONS OF ANY EXISTING OR FUTURE MINERAL LEASE ON SAID PROPERTY.

APN: 053-110-89S and 053-110-90S

only the following matters appear in such records subsequent to April 13, 1857.

1. A document recorded April 13, 1857 in Book A, Page 66 of Deeds.
From: William Montgomery
To: Frederick W. Sampson
2. A document recorded July 19, 1861 in Book A, Page 373 of Deeds.
From: Frederick W. Sampson
To: Harry S. Brown
3. A document recorded February 19, 1861 in Book A, Page 376 of Deeds.
From: Frederick W. Sampson
To: Henry A. Cobb

First American Title Company

4. A document recorded April 29, 1861 in Book A, Page 404 of Deeds.
From: Abner J. Downer
To: Henry A. Cobb
5. A document recorded April 30, 1861 in Book A, Page 407 of Deeds.
From: Joseph Montgomery
To: Henry A. Cobb
6. A document recorded June 27, 1861 in Book A, Page 410 of Deeds.
From: The Tulare Canal and Land Company
To: Henry A. Cobb and Harry S. Brown
7. A document recorded June 25, 1861 in Book A, Page 413 of Deeds.
From: Henry A. Cobb and Harry S. Brown
To: Charles B. Polhemus, John Carter and Huraco P. Jones
8. A document recorded February 26, 1862 in Book B, Page 20 of Deeds.
From: Henry A. Cobb and Harry S. Brown
To: William F. Montgomery
9. A document recorded April 22, 1862 in Book B, Page 26 of Deeds.
From: William F. Montgomery
To: R.H. Hent
10. A document recorded October 1, 1862 in Book B, Page 44 of Deeds.
From: F.W. Sampson
To: Thomas Baker
11. A document recorded October 1, 1862 in Book B, Page 46 of Deeds.
From: Joseph Montgomery
To: Thomas Baker
12. A document recorded October 1, 1862 in Book B, Page 48 of Deeds.
From: W.F. Montgomery
To: Thomas Baker

13. A document recorded October 1, 1862 in Book B, Page 50 of Deeds.
From: F.W. Montgomery
To: Harry S. Brown
14. A document recorded October 1, 1862 in Book B, Page 52 of Deeds.
From: Joseph Montgomery
To: Harry S. Brown
15. A document recorded October 1, 1862 in Book B, Page 54 of Deeds.
From: W.F. Montgomery
To: Harry S. Brown
16. A document recorded January 20, 1863 in Book B, Page 84 of Deeds.
From: Harry S. Brown
To: Henry A. Cobb
17. A document recorded January 20, 1863 in Book B, Page 86 of Deeds.
From: Harry S. Brown
To: Morton Cheesman
18. A document recorded November 14, 1864 in Book B, Page 211 of Deeds.
From: Abner J. Downer
To: Harry S. Brown and Thomas Baker
19. A document recorded November 14, 1864 in Book B, Page 208 of Deeds.
From: R. W. Hent
To: Harry S. Brown and Thomas Baker
20. A document recorded February 21, 1865 in Book C, Page 166 of Deeds.
From: Harry S. Brown
To: William B. Bourne
21. A document recorded August 12, 1868 in Book C, Page 287 of Deeds.
From: Thomas Baker and Harry S. Brown
To: George B. Merrill

22. A document recorded May 24, 1873 in Book C, Page 280 of Patents.
From: U.S.A.
To: W. F. Montgomery, Joseph Montgomery, A. J. Downer and F. W. Sampson
23. A document recorded June 2, 1887 in Book Z, Page 46 of Deeds.
From: Thomas O. Carter
To: W. R. Forman
24. A document recorded August 1, 1887 in Book 27, Page 560 of Deeds.
From: Warren Bryant
To: Henry Epstein
25. A document recorded June 26, 1874 in Book K, Page 189 of Deeds.
From: Delos Lake
To: John Center
26. A document recorded June 26, 1874 in Book K, Page 190 of Deeds.
From: Charles B Polhemus and John Center
To: Delos Lake
27. A document recorded August 5, 1874 in Book K, Page 292 of Deeds.
From: George B. Merrill
To: John H. Reddington
28. A document recorded July 16, 1875 in Book L, Page 277 of Deeds.
From: Morton Cheeseman
To: John H. Reddington
29. A document recorded July 16, 1875 in Book L, Page 279 of Deeds.
From: William B. Bourne
To: John H. Reddington

30. A document recorded July 31, 1885 in Book H, Page 415 of Patents.
From: State of California
To: John H. Reddington
31. A document recorded July 31, 1885 in Book 44, Page 179 of Deeds.
From: William H. Howard
To: William Johns and Thomas Poyzer
32. A document recorded December 29, 1887 in Book 66, Page 189 of Deeds.
From: William Johns
To: Thomas Poyzer
33. A document recorded April 16, 1888 in Book 75, Page 65 of Deeds.
From: Thomas Poyzer
To: James T. Rowe
34. A document recorded April 26, 1890 in Book 102, Page 534 of Deeds.
From: James T. Rowe
To: Eli Freeman
35. A document recorded August 3, 1892 in Book 81, Page 603 of Deeds.
From: Eli Freeman
To: James T. Rowe
36. A document recorded August 10, 1900 in Book 246, Page 95 of Deeds.
From: James T. Rowe
To: Maria F. Rowe
37. A document recorded January 6, 1905 in Book 323, Page 309 of Deeds.
From: Maria F. Rowe a widow and Eli Freeman a widower
To: John B. Lewis
38. A document recorded May 1, 1905 in Book 219, Page 452 of Deeds.
From: J. B. Lewis
To: County of Fresno

First American Title Company

39. A document recorded May 15, 1905 in Book 348, Page 180 of Deeds.
From: J. B. Lewis
To: Fresno County
40. A document recorded May 19, 1911 in Book 474, Page 310 of Deeds.
From: J. B. Lewis
To: Fresno Canal and Irrigation Company
41. A document recorded November 20, 1926 in Book 730, Page 233 of Official Records.
From: John B. Lewis and Nannie T. Lewis
To: The First National Bank of Riverdale (a corporation)
42. A document recorded July 14, 1931 in Book 969, Page 465 of Official Records.
From: The First National Bank of Riverdale
To: The Riverdale National Farm Loan Association
43. A document recorded February 2, 1932 in Book 1192, Page 458 of Official Records.
From: The Riverdale National Farm Loan Association, a corporation
To: The Federal Land Bank of Berkeley, a corporation
44. A document recorded February 2, 1932 in Book 1193, Page 446 of Official Records.
From: Antonio E. Cardoza and Fracisca J. Cardoza
To: The Federal Land Bank of Berkeley, a corporation
45. A document recorded February 2, 1932 in Book 1192, Page 459 of Official Records.
From: August Bernardo and Mary Bernardo, his wife
To: The Federal Land Bank of Berkeley, a corporation
46. A document recorded February 2, 1932 in Book 1196, Page 240 of Official Records.
From: Ethel Pesterfield
To: The First National Bank of Riverdale, a corporation
47. A document recorded February 2, 1932 in Book 1196, Page 229 of Official Records.
From: John B. Lewis and Nannie T. Lewis
To: The Federal Land Bank of Berkeley, a corporation

First American Title Company

48. A document recorded December 16, 1940 in Book 1895, Page 464 of Official Records.
- From: The Federal Land Bank of Berkeley, a corporation
To: E. B. Johns and Vera L. Johns, his wife, as joint tenants
49. A document recorded February 10, 1950 in Book 2777, Page 452 of Official Records.
- From: E.B. Johns and Vera L. Johns, husband and wife
To: Vernon Clayton and Lois L. Clayton, husband and wife as joint tenants
50. A document recorded February 11, 1952 as Instrument No. 7426 in Book 3121, Page 529 of Official Records.
- From: Vernon Clayton and Lois L. Clayton, husband and wife
To: Joe Coelho and Velma Coelho, husband and wife, as joint tenants, as to ¼ interest, Tony Coelho and Isabel Coelho, husband and wife, as joint tenants, as to ¼ interest, Frank Coelho and Laverne Coelho, husband and wife, as joint tenants, as to ¼ interest, and John Coelho, a single man, as to a ¼ interest
51. A document recorded May 27, 1956 as Instrument No. 38079 in Book 3612, Page 27 of Official Records.
- From: John Coelho and Velma Coelho, Tony Coelho and Isabel Coelho, Frank Coelho and Laverne Coelho
To: Joe F. Coelho and Maria Coelho
52. A document recorded May 27, 1955, as Instrument No. 38080 in Book 3612, Page 30 of Official Records.
- From: Joe Coelho and Velma Coelho, husband and wife as joint tenants; Tony Coelho and Isabel Coelho, husband and wife as joint tenants; Frank Coelho and LaVerne Coelho, husband and wife as joint tenants and Joe F. Coelho and Maria Coelho, husband and wife
To: Riverdale Irrigation District, an irrigation district
53. A document recorded December 12, 1994 as Instrument No. 94186044 of Official Records.
- From: Anthony Phillip Coelho also known as Anthony P. Coelho, as Anthony P. Coelho, Sr., as Tony P. Coelho, and as Tony Coelho, and Isabelle J. Coelho, husband and wife
To: Anthony Phillip Coelho also known as Anthony P. Coelho, as Anthony P. Coelho, Sr., as Tony P. Coelho, and as Tony Coelho; Isabelle J. Coelho; Anthony P. Coelho, Jr., and Gary J. Coelho, as Co-Trustees of the TIC Family Trust, u/d/t September 12, 1994

54. A document recorded October 31, 2008 as Instrument No. 2008-0153584 of Official Records.

From: Velma L. Coelho, Successor Trustee of The Joe F. Coelho Family Trust

To: Velma L. Coelho, Trustee of the Survivor's Trust portion of The Joe F. Coelho Family Trust as to an undivided one-half (1/2) interest; and Velma L. Coelho, Trustee of the QTIP Trust portion of The Joe F. Coelho Family Trust as to an undivided one-half (1/2) interest

55. A document recorded February 23, 2011 as Instrument No. 2011-0027432 of Official Records.

From: Velma Coelho, a widow (a single person), and Velma L. Coelho, Trustee of the Survivor's Trust portion of The Joe F. Coelho Family Trust as to all undivided one-half (1/2) interest, and Velma L. Coelho, Trustee of the QTIP Trust portion of The Joe F. Coelho Family Trust, as to a undivided one-half (1/2) interest; all as to an undivided one-fourth (1/4th) interest; LaVerne Coelho, Executor of the Estate of Frank James Coelho, aka Frank J. Coelho, Sr., and Frank Coelho, deceased, as to an undivided one-half interest (1/2) interest and LaVerne Coelho, a widow, (a single person), as to an undivided one-half (1/2) interest; all as to an undivided one fourth (1/4) interest; Velma L. Coelho, Trustee of the Survivor's Trust portion of The Joe F. Coelho Family Trust, as to an undivided one-fourth (1/4) interest and Velma L. Coelho, Trustee of the QTIP Trust portion of The Joe F. Coelho Family Trust, as to an undivided one-fourth (1/4), and LaVerne Coelho, Executor of The Estate of Frank James Coelho, aka Frank H. Coelho, Frank J. Coelho Sr., and Frank Coelho, deceased as to an undivided one-half interest (1/2) interest; all as to an undivided one-fourth (1/4th) interest and Isabelle J. Coelho, Anthony P. Coelho, Jr., Gary J. Coelho, and John A. Coelho, as Co-Trustees of the TIC Family Trust, u/d/t September 12, 1994, and by Judgment of Final Distribution of the Estate of Anthony Phillip Coelho, also known as Anthony P. Coelho, Anthony P. Coelho, Sr., Tony P. Coelho, and Tony Coelho, deceased, dated August 22, 1997, as to an undivided one-fourth (1/4th) interest

To: Linda Vista Farms, a California general partnership

56. A document recorded February 23, 2011 as Instrument No. 2011-0027436 of Official Records.

From: Velma Coelho, a widow (a single person), and Velma L. Coelho, Trustee of the Survivor's Trust portion of The Joe F. Coelho Family Trust as to an undivided one-half ($\frac{1}{2}$) interest, and Velma L. Coelho, Trustee of the QTIP Trust portion of The Joe F. Coelho Family Trust, as to a undivided one-half ($\frac{1}{2}$) interest; all as to an undivided one-fourth ($\frac{1}{4}$) interest; LaVerne Coelho, Executor of the Estate of Frank James Coelho, aka Frank J. Coelho, Sr., and Frank Coelho, deceased, as to an undivided one-half interest ($\frac{1}{2}$) interest and LaVerne Coelho, a widow, (a single person), as to an undivided one-half ($\frac{1}{2}$) interest; all as to an undivided one-fourth ($\frac{1}{4}$) interest; Velma L. Coelho, Trustee of the Survivor's Trust portion of The Joe F. Coelho Family Trust, as to an undivided one-fourth ($\frac{1}{4}$) interest and Velma L. Coelho, Trustee of the QTIP Trust portion of The Joe F. Coelho Family Trust, as to an undivided one-fourth ($\frac{1}{4}$), and LaVerne Coelho, Executor of The Estate of Frank James Coelho, aka Frank H. Coelho, Frank J. Coelho Sr., and Frank Coelho, deceased as to an undivided one-half interest ($\frac{1}{2}$) interest; all as to an undivided one-fourth ($\frac{1}{4}$) interest and Isabelle J. Coelho, Anthony P. Coelho, Jr., Gary J. Coelho, and John A. Coelho, as Co-Trustees of the TIC Family Trust, u/d/t September 12, 1994, and by Judgment of Final Distribution of the Estate of Anthony Phillip Coelho, also known as Anthony P. Coelho, Anthony P. Coelho, Sr., Tony P. Coelho, and Tony Coelho, deceased, dated August 22, 1997, as to an undivided one-fourth ($\frac{1}{4}$) interest

To: Gary J. Coelho and Dawn Coelho, husband and wife, as community property

57. A document recorded December 28, 2012 as Instrument No. 2012-0187981 of Official Records.

From: Linda Vista Farms, a California general partnership

To: The Joe F. Coelho Family Limited Partnership, a California limited partnership, The Joe F. Coelho Family Limited Partnership II, a California limited partnership, The Tony P. Coelho Family Limited Partnership, a California limited partnership, The Tony P. Coelho Family Limited Partnership II, a California limited partnership, The Frank J. Coelho Family Limited Partnership, a California limited partnership, and The Frank J. Coelho Family Limited Partnership II, a California limited partnership, as tenants in common, each as to an undivided 1/16th interest

58. A document recorded December 28, 2012 as Instrument No. 2012-0187982 of Official Records.

From: The Tony P. Coelho Family Limited Partnership, a California limited partnership

To: The TIC Family Trust (Isabelle Coelho), as to an undivided 8.776% interest; The Anthony P Coelho Jr Trust, as to an undivided 19.601% interest; Gary J Coelho, as to an undivided 19.601% interest; John A Coelho, as to an undivided 19.601% interest; James J Coelho, as to an undivided 10.807% interest; Carol Edde, as to an undivided 10.807% interest and Nancy Loogman, as to an undivided 10.807% interest, as tenants in common, each as to an undivided interest

59. A document recorded December 28, 2012 as Instrument No. 2012-0187983 of Official Records.

From: The Tony P. Coelho Family Limited Partnership II, a California limited partnership

To: The TIC Family Trust (Isabelle Coelho), as to an undivided 8.776% interest; The Anthony P Coelho Jr Trust, as to an undivided 19.601% interest; Gary J Coelho, as to an undivided 19.601% interest; John A Coelho, as to an undivided 19.601% interest; James J Coelho, as to an undivided 10.807% interest; Carol Edde, as to an undivided 10.807% interest and Nancy Loogman, as to an undivided 10.807% interest, as tenants in common, each as to an undivided interest

60. A document recorded December 28, 2012 as Instrument No. 2012-0187984 of Official Records.

From: The Joe F. Coelho Family Limited Partnership, a California limited partnership

To: Velma Louise Coelho, as to an undivided 67.120% interest; John Anthony Coelho, as to an undivided 8.220% interest; Joe Francis Coelho Jr., as to an undivided 8.220% interest; Susan Patrice Coelho Yevick, as to an undivided 8.220% interest and Jerald W. Coelho, as to an undivided 8.220% interest, as tenants in common, each as to an undivided interest

61. A document recorded December 28, 2012 as Instrument No. 2012-0187985 of Official Records.

From: The Joe F. Coelho Family Limited Partnership II, a California limited partnership

To: Velma Louise Coelho, as to an undivided 67.120% interest; John Anthony Coelho, as to an undivided 8.220% interest; Joe Francis Coelho Jr., as to an undivided 8.220% interest; Susan Patrice Coelho Yevick, as to an undivided 8.220% interest; Jerald W. Coelho, as to an undivided 8.220% interest, as tenants in common, each as to an undivided interest

62. A document recorded December 28, 2012 as Instrument No. 2012-0187986 of Official Records.

From: Frank J. Coelho Family Limited Partnership, a California limited partnership
To: The Frank and LaVerne Coelho Family Trust (LaVerne Coelho), as to an undivided 48.500% interest; Terri Ann Coelho Alsup, as to an undivided 12.625% interest; Patricia Coelho Cox, as to an undivided 12.625% interest; Frank Coelho, Jr., as to an undivided 13.125% interest and John D. Coelho, as to an undivided 13.125% interest, as tenants in common, each as to an undivided interest

63. A document recorded December 28, 2012 as Instrument No. 2012-0187987 of Official Records.

From: The Frank J. Coelho Family Limited Partnership II, a California limited partnership
To: The Frank & LaVerne Coelho Family Trust (LaVerne Coelho), as to an undivided 48.500% interest; Terri Ann Coelho Alsup, as to an undivided 12.625% interest; Patricia Coelho Cox, as to an undivided 12.625% interest; Frank Coelho, Jr., as to an undivided 13.125% interest and John D. Coelho, as to an undivided 13.125% interest, as tenants in common, each as to an undivided interest

64. A document recorded December 28, 2012 as Instrument No. 2012-0187988 of Official Records.

From: The Frank and LaVerne Coelho Family Trust (LaVerne Coelho), Terri Ann Coelho Alsup, Patricia Cox, Frank Coelho, Jr. and John D. Coelho
To: The Frank J. Coelho Family III Limited Partnership, a California limited partnership, an undivided 1/3rd interest

65. A document recorded December 28, 2012 as Instrument No. 2012-0187990 of Official Records.

From: The TIC Family Trust (Isabelle Coelho), Anthony P. Coelho Jr Trust, Gary J Coelho, John A Coelho, James J Coelho, Carol Edde, and Nancy Loogman
To: The Tony P. Coelho Family Limited Partnership III, a California limited partnership, an undivided 1/3rd interest

66. A document recorded December 28, 2012 as Instrument No. 2012-0187992 of Official Records.

From: Velma Louise Coelho, John Anthony Coelho, Joe Francis Coelho Jr, Susan Patrice Coelho Yevick, and Gerald W Coelho
To: The Joe F. Coelho Family III Limited Partnership, a California limited partnership, an undivided 1/3rd interest

First American Title Company

67. A document recorded September 11, 2013 as Instrument No. 2013-0129254 of Official Records.

From: Frank J. Coelho Family III Limited Partnership, a California limited partnership, Joe F. Coelho Family III Limited Partnership, a California limited partnership, and Tony P. Coelho Family Limited Partnership III, a California limited partnership

To: Linda Vista Farms VI, a California general partnership

68. Chain of Title Guarantee is issued on Parcels 053-110-89S and 053-110-90S due to no recordation of lot split.

This Guarantee does not cover:

1. Taxes, assessments and matters related thereto.
2. Instruments, proceedings or other matters which do not specifically describe the land.

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

First American Title Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurance are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) (C) or in Part 2, nor any right, title, interest, estate or easement in adjoining streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the manner or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

First American Title Company

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

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

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

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

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

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

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

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

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

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 2 First American Way, Bldg 2, Santa Ana, California, 92707.

Gary and Dawn Coelho
22209 S. Brawley Avenue
APN: 053-110-89s



South View of Residence

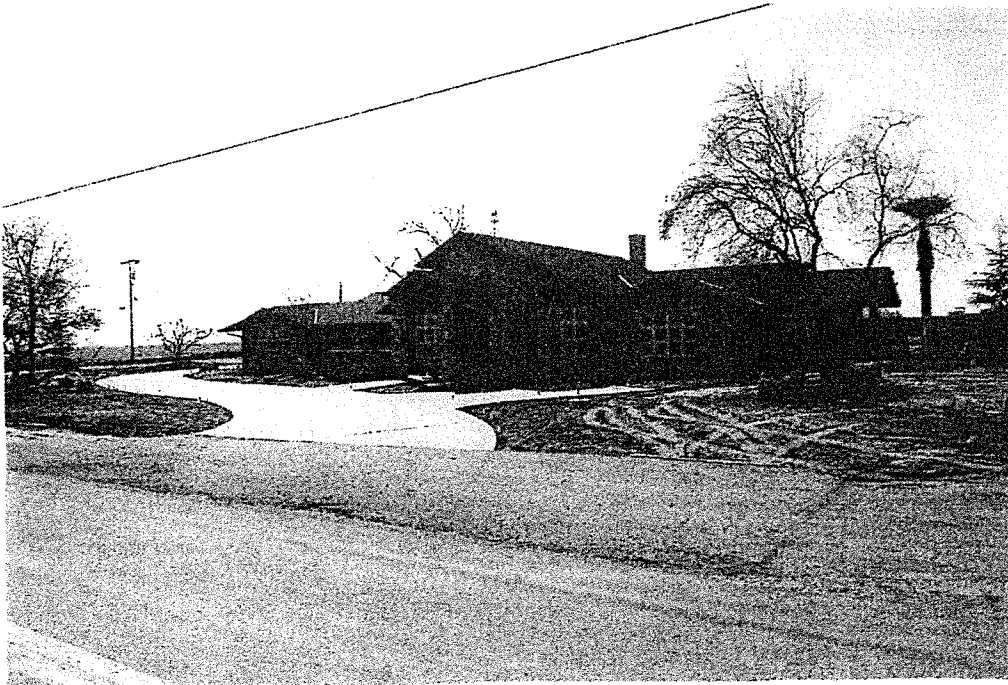


Southeast View of Residence

Gary and Dawn Coelho
22209 S. Brawley Avenue
APN: 053-110-89s



East View of Residence

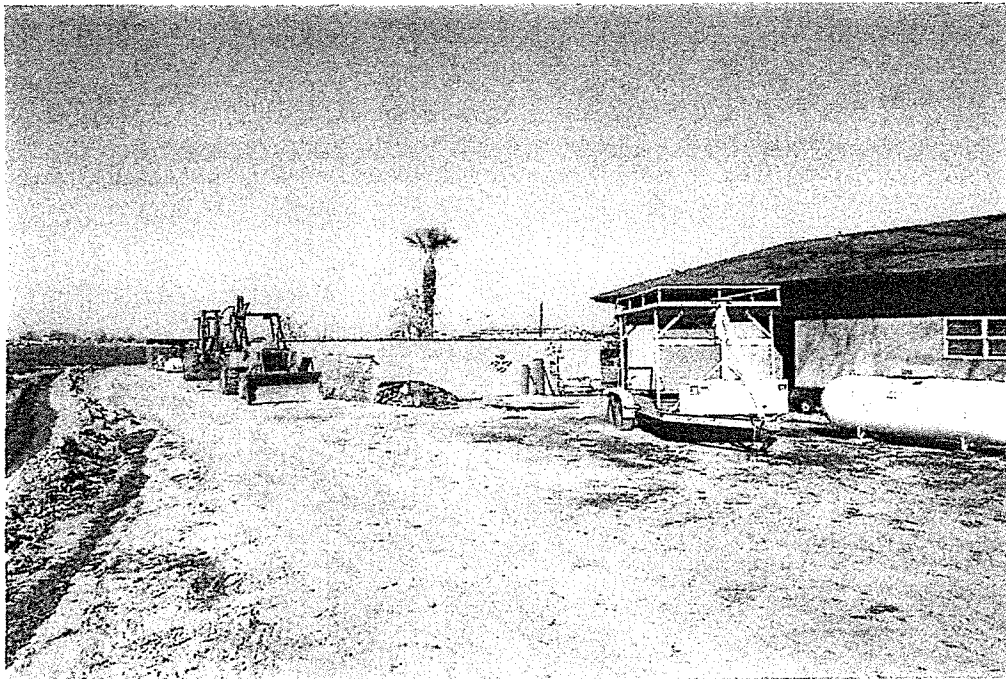


Northeast View of Residence

Gary and Dawn Coelho
22209 S. Brawley Avenue
APN: 053-110-89s



West View of Residence



Southwest View of Residence

Gary and Dawn Coelho
22209 S. Brawley Avenue
APN: 053-110-89s



North View of Residence



Northwest View of Residence

SITE PLAN

FOR

PROPOSED PARCEL SPLIT OF A 5.00 AC. PARCEL
LOCATED IN SECTION 35, T. 17S., R. 19E., M.D.B. & M.
FRESNO COUNTY, CALIFORNIA
CONSISTING OF ONE SHEET

OWNERS:
1. FARMAS V.A. CALIFORNIA GENERAL PARTNERSHIP
P.O. BOX 218
FIVE POINTS, CA 95724

APPLICANT:
1. ANANI COELHO
22208 S. BRAWLEY AVENUE
RIVERDALE, CA 93156
559.884.3566

LEGAL DESCRIPTION OF EXISTING PARCEL:
THE NORTH HALF OF THE NORTH HALF OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY, APPROVED BY THE SURVEYOR GENERAL ON JANUARY 2, 1981, SAID PARCEL CONTAINING 159.82 AC., MORE OR LESS.

LEGAL DESCRIPTION FOR PROPOSED PARCELS:

PARCEL 1:
THE NORTH HALF OF THE NORTH HALF OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY, APPROVED BY THE SURVEYOR GENERAL ON JANUARY 2, 1981, EXCEPTING THEREFROM THE SOUTHEASTERLY 5 ACRES OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, FRESNO COUNTY, CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTH HALF OF SECTION 35; THENCE NORTH 89°48'00" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, FRESNO COUNTY, CALIFORNIA, A DISTANCE OF 468.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 09°29'31" EAST ALONG SAID EAST LINE OF SAID NORTH HALF OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, FRESNO COUNTY, CALIFORNIA, A DISTANCE OF 468.89 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 154.82 AC. MORE OR LESS.

PARCEL 2:
THE SOUTHEASTERLY 5 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, FRESNO COUNTY, CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTH HALF OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, FRESNO COUNTY, CALIFORNIA, A DISTANCE OF 468.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 09°29'31" EAST ALONG SAID EAST LINE OF SAID NORTH HALF OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, FRESNO COUNTY, CALIFORNIA, A DISTANCE OF 468.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 09°29'31" EAST ALONG SAID EAST LINE OF SAID NORTH HALF OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, FRESNO COUNTY, CALIFORNIA, A DISTANCE OF 468.89 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5.00 AC. MORE OR LESS.

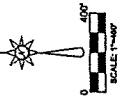
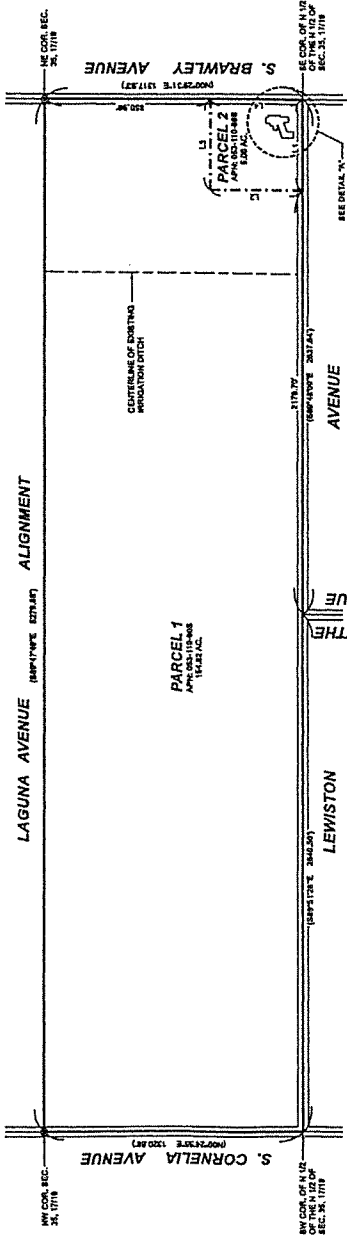
SITE INFORMATION:

ADDRESS: 22208 S. BRAWLEY AVENUE
RIVERDALE, CA 93156
ZONING: SRS-1818 & W5
ALCC: 1531
WATER: DOMESTIC WATER WELL
SEWER: SEPTIC SYSTEM
GAS: PROPANE

PROJECT SITE LOCATED IN ZONE "X" PER FEWA FRM NO'S 06019C28754 & 06019C29004, MAP REVISED FEBRUARY 18, 2009.

SURVEYED & PLATTED BY:

C.H. ROBLES & ASSOCIATES, INC.
LAND SURVEYORS
100 COLLEGE AVENUE
COLLEGE PARK, CA 93713
FAX: (559) 241-9986
E-MAIL: chrobles@chra.com



- LEGEND**
- - POSITION FOR SECTION CORNER.
 - () - RECORD DATA PER BOOK 43 AT PAGE 71 OF RECORD OF SURVEY, FRESNO COUNTY RECORDS
 - EXISTING EXTERIOR BOUNDARY TO REMAIN.
 - - - - PROPOSED NEW DIVISION LINE.
 - EDGE OF EXISTING PAVED ROAD

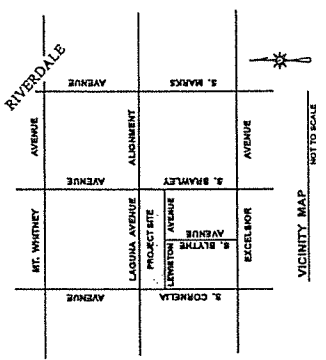
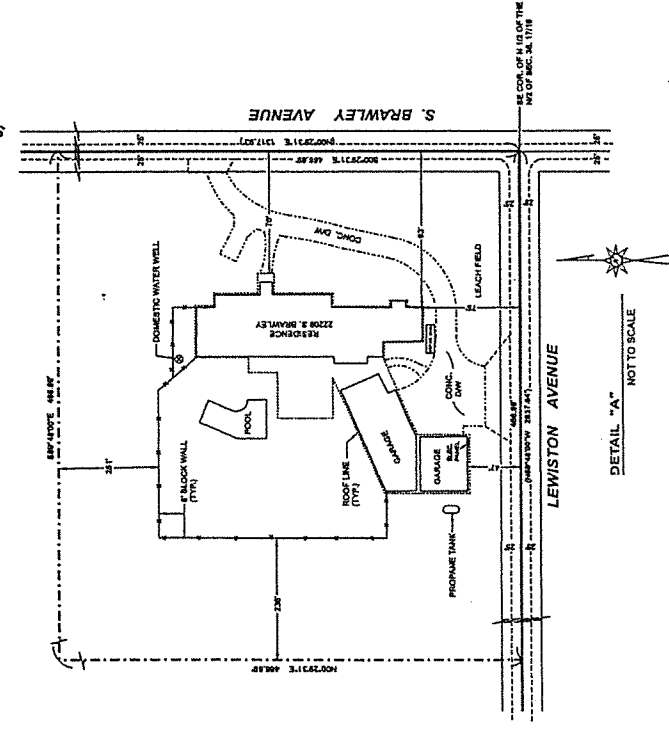


EXHIBIT 7

August 29, 2014

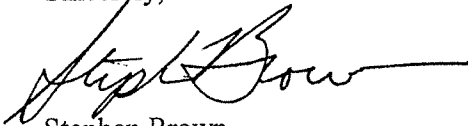
Fresno County Board of Supervisors
Hall of Records – Room 301
2281 Tulare Street
Fresno, CA 93721

Re: Gary and Dawn Coelho Homestead

Dear Board Members,

My name is Stephen Brown and my property is located adjacently east of Gary and Dawn Coelho's home. We have been neighbors for over 50 years and I have no objection to the Coelho's creating a homestead parcel for their house.

Sincerely,



Stephen Brown

VA 3959
RECEIVED
COUNTY OF FRESNO

SEP 04 2014

DEPARTMENT OF PUBLIC WORKS
AND PLANNING
DEVELOPMENT SERVICES DIVISION

August 29, 2014

Fresno County Board of Supervisors
Hall of Records Room 301
2281 Tulare Street
Fresno, CA 93721

Dear Board Members,

My name is Ted Lawton. I own the property that borders the Coelho property to the north. I see no reason why the Coelho's shouldn't create a homestead parcel for their home.

Thank you,



Ted Lawton

VA 3959
RECEIVED
COUNTY OF FRESNO
SEP 04 2014
DEPARTMENT OF PUBLIC WORKS
AND PLANNING
DEVELOPMENT SERVICES DIVISION