

STAFF REPORT ATTACHMENTS

NOVEMBER 8, 2023

TITLE	EXHIBIT
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Addendum to Master Agreement to Provide Water, Sewer and Storm Drainage Services, dated May 14, 2009	B
Assignment, Assumption and Release Agreement DATE	C
Amended and Restated Purchase and Sale Agreement between World and AC, dated April 30, 2020	D
WHWD's Judgment in Judicial Foreclosure; Order of Sale Thereon dated January 13, 2023 in Stanislaus County Superior Court Case No. CV-21-003177	E
Litigation Guarantee issued by First American Title Insurance Company, dated May 4, 2021	F
WHWD's Judgment in Judicial Foreclosure; Order of Sale Thereon dated January 13, 2023 in Stanislaus County Superior Court Case No. CV-21-002840	G
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EXHIBIT “A”

MASTER AGREEMENT TO PROVIDE WATER, SEWER, AND STORM DRAINAGE SERVICES

THIS AGREEMENT is entered this 4th day of June, 1998, by and between Western Hills Water District, a California Water District ("Western"), and Diablo Grande Limited Partnership, a California Limited Partnership ("DG").

Recitals:

WHEREAS, Western is a water district located in western Stanislaus County in the State of California and organized and existing under the laws of the State of California having by those laws the authority to own and operate municipal sewer, water, and storm drainage facilities; and

WHEREAS, DG is a limited partnership organized and existing under the laws of the State of California which owns approximately 30,000 acres of real property in western Stanislaus County in the State of California on which DG plans to develop, in four (4) phases, a world class destination resort and planned residential community including golf courses, vineyards, hotel, European spa, retail center, business park, and 5,000 residential units to be known as "Diablo Grande" ("Diablo Grande"); and

WHEREAS, the first phase of Diablo Grande is located within the boundaries of Western and DG desires for Western to provide water, sewer and storm drainage services to Diablo Grande; and

WHEREAS, on June 4, 1998, by Resolution No. 98.05, the Board of Directors of Western approved this Agreement and authorized the President of the Board to execute this Agreement in behalf of Western;

NOW, THEREFORE, the parties hereto agree as follows:

Terms:

1. **Delivery of Water, Sewer, and Storm Drainage Services to Diablo Grande.** Western agrees to provide permanent water, sewer, and storm drainage services to all agricultural, municipal and recreational uses in Diablo Grande subject to the terms and conditions set forth in this Agreement, including but not limited to, full and complete compliance with the California Environmental Quality Act ("CEQA"). As DG is ready to develop particular uses within Diablo Grande, it shall submit to Western a written request for water, sewer, and storm drainage services from Western consisting of (i) a summary of the use, (ii) an estimate of

the annual water demand; (iii) an estimated monthly regulation of the projected annual demand relating to the use; (iv) the infrastructure required for the proposed water, sewer, and storm drainage services; (v) the schedule for development of the use; and (vi) the schedule and method of financing construction of the proposed infrastructure. Within thirty (30) days of receipt of the written request, Western shall notify DG whether and under what conditions it will deliver water, sewer, and storm drainage services in response to the written request. Those conditions could include an Agreement between Western and DG relating to the acquisition of water supply and/or the construction, dedication, and maintenance of infrastructure and related rights-of-way.

2. **Permits.** The parties agree to cooperate in obtaining any and all local, state, and federal permits required in connection with the delivery of water, sewer, and/or storm drainage services to Diablo Grande.

3. **Fees and Assessments.** Western agrees to establish and collect those fees and assessments which are allowable by law and which are reasonable and necessary for the delivery of water, sewer, and storm drainage services to Diablo Grande.

4. **CEQA Compliance.** Nothing in this Agreement shall be interpreted to obligate Western to deliver any service or construct any facilities to Diablo Grande until all necessary and appropriate findings have been made under the California Environmental Quality Act ("CEQA"). To the extent that Western shall be obligated to make findings under CEQA in connection with the delivery of water, sewer, and/or storm drainage services to Diablo Grande, nothing in this Agreement shall obligate Western to make any findings other than those findings which are supported by substantial evidence in the record as required by law.

5. **Compliance with Laws.** Western agrees to comply with all applicable laws and regulations applicable to the delivery of water, sewer, and storm drain services to Diablo Grande to assure constant and uninterrupted delivery of the highest quality services.

6. **Operation.** Western agrees to employ such management and maintenance personnel, and to hire such consultants, as may be reasonably necessary to deliver high quality water, sewer, and storm drainage services to Diablo Grande.

7. **Operational Costs.** Diablo Grande agrees to advance funds to Western as necessary to pay for the costs of operation until such time as Western's revenues are sufficient to meet the costs of operation. All such funds shall be treated as a loan to Western by DG which shall bear interest at the rate of eight percent (8%) per annum until paid in full. Western agrees to retire the debt created under this paragraph when its revenues begin to exceed its operation costs. At that time, the parties shall meet and confer to determine an appropriate schedule for repayment of the loan.

8. **Miscellaneous Provisions.** This Agreement is to be construed and enforced in accordance with the laws of the State of California. The invalidity or unenforceability of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity or enforceability of any other provisions hereof. Except with the written

consent of the other party, the rights and obligations under this Agreement shall not be assignable by either party.

"WESTERN":

WESTERN HILLS WATER DISTRICT

By: Keith Schmier
Keith Schmier, President

By: David Rozano
David Rozano, Secretary

"DG":

DIABLO GRANDE LIMITED PARTNERSHIP, a California limited partnership, by its General Partner, DIABLO GRANDE, INC., a California corporation.

By: Russell A. Lewman
Russell A. Lewman, Secretary

EXHIBIT “B”

**ADDENDUM TO MASTER AGREEMENT TO PROVIDE WATER, SEWER
AND STORM DRAINAGE SERVICES**

This Addendum to the Master Agreement to Provide Water, Sewer and Storm Drainage Services (hereafter "Addendum") is made and entered into as of May 14, 2009, ("Effective Date") by and between Western Hills Water District, a California Water District ("Western") and World International, LLC, a Delaware limited liability company ("World").

RECITALS

A. On June 4th, 1998, Western and Diablo Grande Limited Partnership, a California Partnership ("DG") entered into the Master Agreement to Provide Water, Sewer and Storm Drainage Services ("Master Agreement").

B. On October 7, 2008, the sale closed on the property known as the Diablo Grande Winery & Resort in Patterson, California with a street address of 9501 Morton Davis Drive ("Property") pursuant a purchase and sale agreement between World and DG ("Purchase Agreement").

C. Pursuant to the Purchase Agreement, World assumed the Master Agreement.

D. The parties desire to enter into this Addendum to amend the Master Agreement and confirm Western's acceptance of the assignment of the Master Agreement to World.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Acceptance of Assumption. Western hereby agrees and acknowledges the assignment by DG and assumption to World of the Master Agreement.

2. The parties hereby agree to modify Section 7 of the Master Agreement to read as follows:

7. Operational and Capital Costs.

a. In providing services under this Agreement, Western will incur operational costs, costs to replace existing capital assets, and costs for new capital assets. For purposes of this Section 7, "capital assets" shall be generally understood to mean land, buildings, plant and equipment, contract rights to water, patents, and other tangible or intangible assets with a useful life greater than one year. Operational costs shall include principal and interest payments on any outstanding debt other than to World but

excluding any debt owed to Veolia North America.

b. Western shall provide World with a proposed annual budget by November 1 of each year for World's review and comment. The annual budget shall include, among other things, line item detail of proposed operational costs, proposed costs for the replacement of existing capital assets, and proposed costs for the acquisition of new capital assets. The annual budget shall also include the projected timing by month of payments for such operational and capital costs. World agrees to provide Western with its comments/objections within thirty calendar days of receipt of the proposed annual budget.

c. Upon approval of each annual operational budget by the Western Board of Directors and the approval of each annual capital budget by both Western's Board of Directors and World, World agrees to advance funds in accordance with the approved budget and in accordance with the projected monthly timing of the proposed expenditures contained within the approved budgets.

d. World is not required to advance funds needed to pay the costs for the replacement of existing capital assets or for the acquisition of new capital assets. World agrees to review the proposed capital expenses and in its discretion to advance funds to acquire said capital assets provided that any such funds advanced shall be secured by the security interest granted to World under Section 7i below.

e. Notwithstanding anything to the contrary in this Section 7, World shall not be responsible for advancing any funds to Western for any debt owed by Western to any of its vendors, providers, suppliers, lenders, employees or agents, which debt accrued prior to October 7, 2008. World agrees that the \$20,000 that the Bankruptcy Court approved in settlement of World's administrative claim concerning those pre-October 7, 2008 debts of Western shall be paid to Western for use in settling the pre-October 7, 2008 non-Veolia debts and shall not be considered in any way as an advancement of funds to Western. Western agrees that it shall be responsible for the amount of \$15,461.37 in attorney's fees and costs incurred by World in procuring the \$20,000 settlement, which amount shall be deducted by World from the \$20,000 payable to Western.

f. In the event that Western seeks additional funds above the amount set forth in the approved annual budget for either operations expenditures or capital expenditures, any additional funds requested may be advanced by World in its discretion and any and all sums advanced by World as a result of said increases shall be subject to the mutual agreement of World and Western.

g. Subject to the required periodic audit of Western's financial statements, the parties agree that as of April 30th, 2009, World has advanced to Western the total sum of \$ 1,043,384.33, excluding all accrued interest, and the parties further agree that by March 1 of each year World will submit a statement of the amount of sums advanced in the preceding 12 months, which statement will be conclusive (subject to the required periodic audit of Western's financial statements) unless within thirty days thereof, Western

disputes the amount of sums advanced and submits documentation that supports and confirms the amounts actually advanced. The summary submitted by World shall also include the cumulative total of all sums advanced on a historical basis.

h. All funds advanced shall be treated as a loan from World to Western. All funds advanced shall bear interest at the rate of eight percent (8 %) per annum simple interest until paid in full.

i. Security Interest. Subject to any limitations on the granting of security interests in a public agency's assets and subject to Western's repayment obligation set forth below, in consideration of World's advancing funds in accordance with this Section 7, Western hereby grants to World a security interest in the capital assets funded with World's advances and in such other assets owned by World. The parties agree to enter into a commercially reasonable security agreement or agreements setting forth the specific terms and conditions of the security interest therein.

j. World may elect to cease advancing funds to Western for operating costs if and when World determines that Western's revenues are sufficient to meet the following on an on-going basis: (a) annual costs of operations; (b) annual costs for capital improvements and replacements; (c) an operating reserve fund as determined by Western's Board of Directors and (d) the principal and interest payments on any outstanding debt other than to World. Sums (a) and (c) in this subsection shall not exceed ten percent (10.0 %) of the prior fiscal year's actual operating expenditures. Sum (b) shall not exceed ten percent (10.0%) of the average of the prior three (3) fiscal years' actual capital expenditures.

k. In the event World elects to cease one hundred per cent (100 %) of the funding, it shall provide not less than 18 months advanced, written notice to Western, and such notice shall be timed so that if funding ceases, it ceases at the end of Western's fiscal year. Example: With a World notice dated June 15, 2015, World shall cease advancing funds after December 31, 2016. World's notice shall also include World's proposed repayment plan. World's determination to cease advance funding and World's proposed repayment plan for funds advanced for both operational and capital costs must be reasonable and made in good faith and be based upon Western's audited financial statements and a reasonable three-year projection of Western's revenues and expenses, showing that Western would have sufficient projected revenues to meet the projected expenses set forth in Subsection 7j above.

l. Should Western disagree with World's determination under Subsection 7j, Western may invoke the disputes resolution procedure set forth below. The vote by the Western Board of Directors as to whether or not it agrees with World's determination and to invoke the disputes procedure shall be only by those Western directors who do not have a financial interest in the decision in accordance with the District's Conflicts of Interest Code and the regulations of the California Fair Political Practices Commission, including, but not limited to, because the director is employed by or is a consultant to World. World agrees that such a vote by Western's Board may be by less than a majority

of a quorum. World further agrees that should all Western directors have a financial interest in the decision, then Western may request the Stanislaus County Superior Court to appoint a qualified representative or representatives to act on behalf of Western for purposes of this Section 7.

m. Disputes Resolution Procedure.

(1) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Section 7, promptly by negotiation between representatives who have authority to settle the controversy. Any party may give the other party written notice of a dispute, which notice shall include a statement of that party's position and a summary of arguments supporting that position. Within fifteen (15) calendar days after receipt of the notice, the receiving party shall respond with a statement of that party's position and a summary of argument supporting that position. All negotiations pursuant to this subsection are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(2) If the dispute has not been resolved by negotiations within twenty (20) calendar days of the disputing party's notice, the parties shall endeavor to settle the dispute by mutual agreement.

(3) Any dispute arising out of Section 7, which has not been resolved by the above dispute resolution procedure within twenty (20) calendar days of the initiation of such procedure, shall be finally resolved by arbitration by a sole arbitrator in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall be qualified by education, training, and experience in public agency finances and shall not have a conflict of interest. As to any dispute over World's determination under Subsection 7j, the arbitrator is only authorized to make a binding determination to approve or disapprove World's determination; however, the arbitrator is also authorized to recommend a non-binding repayment plan for consideration by the parties. The place of arbitration shall be Patterson, California, unless otherwise agreed to by the parties.

(4) The time limits specified in Subsection 7m shall be suspended during the time taken to obtain any action by the Stanislaus County Superior Court.

(5) All arbitrators to be selected pursuant to this Section 7 shall avoid a conflict of interest and the appearance of a conflict of interest at the time of selection and during and after arbitration. A conflict of interest can arise from involvement by an arbitrator with the subject matter of the dispute or from any relationship between him/her and any participant, whether past or present, personal or professional, that reasonably raises a question of his/her impartiality.

(6) The costs for any arbitrator shall be borne equally between the parties. The prevailing party in any arbitration shall not be entitled to be awarded its attorneys' fees and costs.

3. No Variation. The parties hereby confirm that no other provision of the Agreement is amended or modified except as described in this Addendum.

4. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to such term in the Agreement.

5. Counterparts. This Addendum may be executed in any number of counterparts, each of which shall be an original and all of such counterparts together shall constitute one and the same instrument. To facilitate the execution of this Addendum, the parties may execute and deliver counterparts of this Addendum by telephone facsimile or e-mail transmission.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth in the opening paragraph of this Addendum.

WESTERN:

WESTERN HILLS WATER DISTRICT,
a California Water District

By: _____
President

By: _____
Secretary

WORLD:

WORLD INTERNATIONAL, LLC,
a Delaware limited liability company

By: _____
Its: _____

EXHIBIT “C”

ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

This Assignment Assumption and Release Agreement (the “Agreement”), is entered into as of the 30th day of April 2020 (the “Effective Date”), by and between WORLD INTERNATIONAL, LLC, a Delaware limited liability company (“World” or “Seller”), ANGEL’S CROSSING, LLC, a California limited liability company (“Buyer”) and WESTERN HILLS WATER DISTRICT, a California Water District (“Western” or “WHWD”). Collectively World, Buyer and WHWD referred to as the “Parties” and individually a “Party”.

RECITALS

A. Seller is the owner of approximately 30,000 acres of land located in Stanislaus County, California (the “Property”).

B. On October 7, 2008, Buyer assumed from the Property’s prior owner that certain Master Agreement to Provide Water, Sewer and Storm Drainage Services, as amended by that certain Addendum to Master Agreement to Provide Water, Sewer and Storm Drainage Services (as amended the "Master Agreement").

C. WHWD contends that from 2019 to April 24, 2020, World incurred water charges of \$515,601 (Five Hundred Fifteen Thousand Six Hundred and One Dollar), which to this date remain outstanding (the “Outstanding Water Charges”). World disputes such claims.

D. WHWD contends that World is in default of its obligations under the Master Agreement since among others it has failed to fund the operations of the WHWD for a period of over 12 (twelve) months as required under the Master Agreement (the “Funding Obligations”). World disputes such claims.

E. WHWD contends that World is in default on its obligations (delinquent amount) to pay \$8,742,326.38 in Mello-Roos related to the Property (the “Mello-Roos Obligations”). World disputes such claims.

F. On March 16, 2020, Buyer and Seller entered into that certain purchase agreement by which Buyer to purchase part of the Property ("Purchase Agreement").

G. Pursuant to the Purchase Agreement, Buyer agreed to assume the Master Agreement and any and all outstanding loans to WHWD (\$16,896,995) as well as all outstanding liabilities of World International, including the Outstanding Water Charges (\$515,601), Funding Obligations (\$1,130,000) and the Mello-Roos Obligations (collectively the “WHWD Liabilities”).

H. The parties desire to enter into this Agreement to assign all of Seller’s right, title, obligations and interest in and to the Master Agreement and the WHWD Liabilities to Buyer and to confirm Western's acceptance of the assignment of the Master Agreement and the WHWD Liabilities to Buyer and the release of World from any and all liabilities arising under the Master Agreement and the WHWD and from any and all past, present or future liabilities.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties hereto, the parties hereby agree as follows:

1. Assignment. World hereby assigns, transfers and conveys to Buyer and Buyer hereby assumes and accepts any and all of World's right, title, interest, obligations and liabilities in and to the Master Agreement and the WHWD Liabilities. Buyer hereby assumes and agrees to keep, perform and fulfill all of World's obligations under or with respect to the Master Agreement and the WHWD Liabilities. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Indemnification by Buyer. Buyer hereby agrees to indemnify and defend World, its successors, assigns, affiliates, representatives, members, directors, officers, agents, advisors and consultants against and hold them harmless from all demands, claims, complaints, actions or causes of action, suits, proceedings, investigations, losses, damages, liabilities, costs and expenses, including attorney's fees pertaining to or arising out of: (i) the Master Agreement including the performance or non-performance of World's obligations thereunder; and (ii) the WHWD Liabilities.

3. Consent and Release by WHWD. Only in the event that the part of the Property described in the Purchase Agreement is conveyed to Buyer from World, Western consents and accepts the assignment of World's right, title, interest, obligations and liabilities in and to the Master Agreement and the WHWD Liabilities to Buyer as set forth in this Agreement and hereby on its behalf and on behalf of its, successors and assigns hereby releases and forever discharges World, its successors, assigns, affiliates, representatives, members, directors, officers, agents, advisors and consultants from any and all demands, claims, complaints, actions or causes of action, suits, proceedings, investigations, losses, damages, liabilities, costs and expenses, including attorney's fees pertaining to or relating to the Master Agreement and the WHWD Liabilities, including but not limited to World's performance or non-performance thereunder.

To the extent that the foregoing release is a releases to which Section 1542 of the California Civil Code or similar provisions of other applicable law applies, it is the intention of the Parties that the foregoing releases shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected specified herein. In furtherance of this intention, the Parties expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which said Section 1542 providing as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The Parties acknowledge that the foregoing waiver of the provisions of Section 1542, was bargained for separately. Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of World, WHWD expressly acknowledges that this Agreement is intended to include in its effect without limitation all of the claims, causes of action and liabilities otherwise encompassed in the release above which Western, does not know or suspects to exist in their favor at the time of execution of this Agreement, and this Agreement contemplates extinguishment of all such claims, causes of action and liabilities.

4. No Admission of Liability. This Agreement does not constitute an admission of liability by any of the Parties to this Agreement.

5. No Reliance. Each Party acknowledges that it has made such investigation of the facts pertaining to this Agreement, and all matters pertaining thereto, as he or it deems necessary. Each Party to this Agreement represents that: (a) he or it is represented by the attorneys of its choice; (b) prior to the execution of this Agreement each Party's attorney reviewed this Agreement, made all desired changes, and approved this Agreement as to substance and form; (c) the terms of this Agreement and its consequences (including risks, complications, and costs) have been fully explained to it by its attorneys; (d) it fully understands the terms and consequences of this Agreement; (e) it is not relying upon any representation or statement made by any other party hereto, or by such other party's employees, agents, representatives or attorneys regarding this Agreement or its preparation except to the extent such representations are expressly and explicitly incorporated herein; (f) it is not relying upon a legal duty, if one exists, on the part of any other party, or upon the part of such other party's employees, agents, representatives or attorneys, to disclose any information in connection with the execution of this Agreement or its preparation; and (g) it has carefully read and understands the contents of this Agreement and freely signs it of his or its own free act, without any constraint or undue influence, and it is the intention of each party to be legally bound by this Agreement. Further, it is expressly understood that no Party shall ever assert any failure to disclose information by any other Party as a ground for challenging this Agreement.

6. After-Acquired Facts. The Parties acknowledge that they might hereafter discover facts different from or in addition to those they now know or believe to be true with respect to a claim or claims released herein, and they expressly agree to assume the risk of possible discovery of additional or different facts, and agree that this Agreement shall be and remain effective in all respects regardless of such additional or different discovered facts, or any change in circumstances.

7. Choice of Law and Forum Selection. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California as if entirely performed within the State of California. Any legal suit, action or proceeding arising out of or related to this Agreement or the rights and obligations of the parties hereunder, shall be instituted exclusively in the federal courts of the United States or the Courts of the State of California in each case located in the City of Modesto and County of Stanislaus, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

8. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

9. Attorneys' Fees. The prevailing party in any dispute between the parties hereto, or any of them, arising hereunder or relating hereto shall be entitled to an award of reasonable attorneys' fees, costs and expenses at trial and through all appellate levels.

10. Successors. This Agreement shall be binding upon the parties hereto and their permitted respective successors and permitted assigns.

11. Rule of Construction. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment, Assumption and Release Agreement as of April ____, 2020.

[Signatures on Following Page]

SELLER:

WORLD INTERNATIONAL, LLC
a Delaware limited liability company

By: Three60, LLC, its sole member

By:



By: Linda Marcos

Its: Manager

BUYER:

ANGEL'S CROSSING, LLC
a California limited liability company

By:

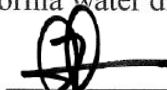
Name:

Title:

WESTERN:

WESTERN HILLS WATER DISTRICT
a California water district

By:



Name: Guillermo Marrero

Title: Chairman of Board

SELLER:

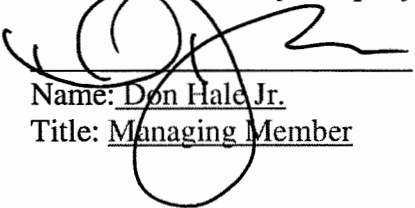
WORLD INTERNATIONAL, LLC
a Delaware limited liability company

By: Three60, LLC, its sole member

By: _____
By: Linda Marcos
Its: Manager

BUYER:

ANGEL'S CROSSING, LLC
a California limited liability company

By: 
Name: Don Hale Jr.
Title: Managing Member

WESTERN:

WESTERN HILLS WATER DISTRICT
a California water district

By: _____
Name:
Title:

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

STATE OF CALIFORNIA

COUNTY OF WS Los Angeles

On 4/25/2020

before me, Hyun Il Lee, Notary Public

a Notary Public, personally appeared

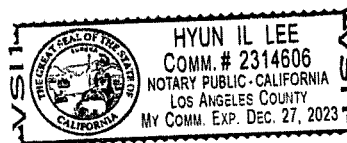
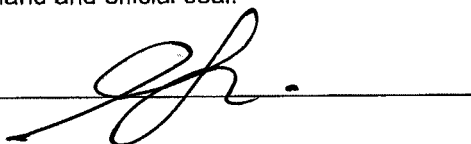
DONALD BERNARD JR HALE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(This area for official notarial seal)

ESCROW NO.: AU-55021431-SF

TITLE ORDER NO.: NCS-803241-05--LA2

EXHIBIT “D”

AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

THIS AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (as amended and restated the "Agreement") is made and entered as of April 30, 2020 (the "Effective Date"), by and between WORLD INTERNATIONAL, LLC, a Delaware limited liability company ("Seller"), and ANGEL'S CROSSING, LLC, a California limited liability company ("Buyer").

RECITALS

A. The Parties entered into that certain Purchase Agreement on March 16, 2020 (the "March Purchase Agreement") by which Seller agreed to sell certain real property and assets of Seller (as further identified herein), to Buyer and Buyer agreed to purchase the real property and assets and to assume certain contracts and liabilities of Seller on the terms and conditions set forth in the March Purchase Agreement.

B. Buyer and Seller desire to enter into this Amended and Restated Purchase Agreement to amend, modify and restate the March Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

AGREEMENT

1. Basic Definitions.

1.1 Assumed Contracts. The term "Assumed Contracts" shall have the meaning set forth in Section 3 hereof.

1.2 Deposit. The term "Deposit" shall have the meaning set forth in Section 8.1 hereof.

1.3 Due Diligence Materials. The term "Due Diligence Materials" shall mean the due diligence materials and information identified on Schedule 1.3.

1.4 Closing Date. The term "Closing Date" shall mean April 30, 2020, or such other date as may be agreed to in writing by Buyer and Seller.

1.5 Escrow Agent. Shall mean Stewart Title, 1900 Grass Valley Highway #50, Auburn, CA 95603, attention: Shelley Fairchild, Sr. Escrow Officer, email: shelly@stewartsac.com.

1.6 Environmental Laws. "Environmental Laws" shall mean all federal, state, local and foreign laws, codes, regulations, common law, requirements, directives, orders and administrative or judicial interpretations thereof, all as in effect on the date hereof or on the Closing Date, that may be enforced by any governmental or regulatory authority, relating to pollution, the protection of the environment or the emission, discharge, disposal, release or threatened release of Hazardous Materials in or into the environment, and the term "Hazardous Materials" shall mean pollutants, contaminants or chemical, industrial, hazardous or toxic materials or wastes.

1.7 Excluded Property. The term "Excluded Property" shall mean the real property and personal property identified on Exhibit "A" that shall not be part of the sale herein and shall remain in the name of the Seller after the Closing.

1.8 Intangible Property. The term "Intangible Property" shall mean any and all transferable or assignable permits, authorizations, certificates, approvals, licenses, and third-party warranties held by Seller relating to development, use or the occupancy of Phase 1, all surveys, drawings, site plans, development plans and proposals, third-party reports, appraisals and Intellectual Property.

1.9 Intellectual Property. The term "Intellectual Property" shall mean all of Seller's rights, title and interest in, to and under all transferable or assignable software licenses, assignable know-how licenses, trade names, trademarks, brand names, logos, copyrights, unpatented inventions, discoveries, conceptions, reductions to practice, service marks, trademark and service mark registrations and applications and right, title and interest in and to trade secrets, know-how (including, without limitation, proprietary know-how and use and application know-how) manufacturing, engineering and other drawings, technology, technical information, engineering data, design and engineering specifications, formulae, processes, blueprints, sketches, schematics, flow sheets, flow diagrams, magnetic media such as audio tapes, computer disks, micro media such as microfilm and microfiche, promotional literature and similar data.

1.10 Leased Equipment. The term "Leased Equipment" shall mean the equipment and machinery identified on Exhibit "J".

1.11 Liabilities. The term "Liabilities" shall mean any and all past, present or future liabilities, obligations, claims, duties, liens, responsibilities, charges, costs, expenses, fees, rights, assessments, losses, damages and costs.

1.12 Material Contracts. The term "Material Contracts" shall mean the contracts identified on Schedule 1.11, hereto that includes the WHWD Agreement.

1.13 Mello-Ross Bonds. The term "Mello-Ross Bonds" shall mean The Western Hills Water District Diablo Grande Community Facilities District No. 1 Special Tax Refunding Bonds Series 2014 and the Western Hills Water District Diablo Grande Community Facilities District No. 1 Special Tax Refunding Bonds Series 2015, as amended or restated from time to time, together with all other instruments, security agreements, bonds and notes related thereto any and all liens, encumbrances, charges, restrictions, covenants and guarantees created thereunder.

1.14 Phase I. The term "Phase I" is defined as the real property owned by Seller inside the boundaries of the Preliminary Development Plan depicted on Exhibit B.1 ("PDP Land") plus the land outside the boundaries of the PDP but within the boundaries of the Western Hills Water District Service Area as depicted on Exhibit B.2 (the "WHWD Land"), together with all improvements, including the maintenance building, club house or any other structure on the golf course and the office, easements, liabilities, obligations and rights appurtenant thereto.

1.15 Phase I Assets. All Intellectual Property, equipment, fixtures, personal property and assets, not specifically excluded Section 1.7, owned by Seller and used in connection with Phase I, including but not limited to the building, equipment and fixtures related to the

operation of the winery located on Phase 1. The liquor licenses (47-475339 & 68-475339), currently owned by Sunset Canyon Golf, LLC, ("Sunset") shall be transferred to Seller, however, post-closing, provided that Seller and Buyer shall into a temporary use arrangement in accordance with applicable and reasonably acceptable to Seller and Sunset while the license properly transfers.

1.16 Phase 2. The term "Phases 2" shall mean the real property commonly referred to as Phases 2 of the Diablo Grande development owned by Seller as particularly described on Exhibit "C.1", attached hereto and incorporated herein by this reference together with all improvements, easements, liabilities, obligations and other rights appurtenant thereto, but expressly excluding Phase 1, Phase 3-5 and the Excluded Property.

1.17 Phase 3-5. The term "Phases 3-5" shall mean the real property commonly referred to as Phases 3-5 of the Diablo Grande development owned by Seller as more particularly described on Exhibit "C.2" attached hereto and incorporated herein by this reference together with all improvements, easements, liabilities, obligations and other rights appurtenant thereto, but expressly excluding Phase 1, Phase 2 and the Excluded Property.

1.18 Property. The term "Property" shall mean Phase 1, the Phase 1 Assets and the Intangible Property.

1.19 Water District. The term "Water District" shall mean the Western Hills Water District.

1.20 WHWD Agreement. The term "WHWD Agreement" shall mean that certain Master Agreement to Provide Water, Sewer and Storm Drainage Services entered into on June 4th, 1998 by and between Seller and the Water District pursuant, as amended by that certain Addendum to the Master Agreement to Provide Water, Sewer and Storm Drainage Services, dated May 2009, by which, Seller agrees to fund the Water District and the Water District agrees to provide water, sewer and storm drainage services.

1.21 Souza Action. The term "Souza Action" shall mean that certain action captioned World International, LLC., v. Joseph O. Souza, filed in the Superior Court of California, Stanislaus County, under Case No. 2026937.

1.22 The phrases "to Seller's knowledge", "to the knowledge of Seller" or "Seller is aware" or any similar phrase having the same import in this Agreement shall mean the actual knowledge of Rafael Marcos Dayan or Carmen Millan Kearney whether acquired verbally or in writing or contained in any correspondence or other documents in Seller's possession.

2. Purchase and Sale.

2.1 Purchase and Sale. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase Property from Seller, upon all of the terms, covenants and conditions set forth in this Agreement. Buyer agrees and acknowledges that at Closing, that the transfer of the portion of Property corresponding to the WHWD Land will not be perfected through the execution of a deed transferring title to the WHWD Land to Buyer since a legal description of the WHWD Land does not currently exist. After Closing, Buyer and Seller agree to cooperate in an expeditious manner at Buyer's sole cost and expense in obtaining a legal description for the WHWD Land

including filing any lot line adjustment applications and to execute any documents as may be reasonably necessary so that the WHWD Land the transfer of the WHWD Land to Buyer may be perfected after the Closing, provided that no legal description created for this purposes shall interfere with or adversely impact land reserved and identified as the Wetlands and Conservation Easement. Notwithstanding the foregoing, Buyer shall not be required to pay any additional consideration to Seller for the transfer of the WHWD Land upon completion of the aforementioned legal description. The Parties agree that from and after the Closing Date: (a) any and all liabilities, obligations, charges, duties, taxes, assessments or costs associated with or relating to the WHWD Land shall be the sole responsibility of Buyer and Buyer shall defend and indemnify Seller, its affiliates, agents, members, officers and employees from any such liabilities in accordance with the terms of Section 5 herein; and (b) Seller shall not be under any obligation to maintain, preserve, defend, delay or prevent any actions against or affecting the WHWD Land, including any foreclosure actions. Notwithstanding anything to the contrary in the event that Buyer fails to apply for or obtain any necessary documents, certifications, approvals as may be necessary to create a legal description for the WHWD Land within 18 months after the Closing Date, then Seller shall have the right to retain the WHWD Land and shall not be obligated to transfer the WHWD Land to Buyer and Buyer shall not be entitled to any refund or reduction of the Phase 1 Purchase Price (as defined below).

2.2 Phase 1 Purchase Price. The total purchase price for Phase 1 (the "Phase 1 Purchase Price") shall be the sum of One Hundred Thousand 00/100 Dollars (\$100,000). As additional consideration for the transfer of the Property to Buyer, Buyer will assume any and all past, current and on-going liabilities related to Phase 1, including, but not limited to all outstanding liabilities related to the Mello Roos bonds, current and delinquent property taxes, all of Seller's outstanding liabilities and obligations to the Water District, including any past due water charges, funding obligations under the Master Agreement, utilities, HOA, COA and any and all third party service contracts related to the operation and management of the Property. A summary of the current liabilities are set forth on Schedule 2.2.

2.3 Equipment Lease. From and after the Closing, Buyer shall have the right to use the Leased Equipment in accordance with the Lease Equipment Agreement attached hereto as Schedule 2.3 (the "Equipment Lease").

2.4 Phase 2 Option to Purchase. The Buyer, at its sole election, from the Effective Date of this Agreement and until December 10, 2020 may exercise by delivering written notice thereof to Seller an option to purchase Phase 2 (the "Option Notice"), provided that such option to purchase shall not include the option to purchase any portion of Phases 3-5, for the sum of Eleven Million and Two Hundred Thousand 00/100 Dollars (\$11,200,000) (the "Phase 2 Purchase Price"). Upon receipt of the Option Notice by Seller, Buyer and Seller shall endeavor to agree and negotiate in good faith the terms of the purchase agreement for the sale of Phase 2, provided that in any event the following terms shall apply:

- (a) The Phase 2 Purchase Price shall be paid as follows:
 - i. The amount of Two Million Eight Hundred Thousand Dollars (\$2,800,000), shall be payable on or before December 10, 2020 (the "Cash Payment"). In the event that: (a) the Cash Payment is not received by Seller by December 10, 2020; or (b) that the closing

of the sale of Phase 2 is not completed by December 10, 2020, then Buyer's option to purchase Phase 2 hereunder shall immediately terminate without any further action required from Seller, and Seller shall have no further obligation hereunder to sell Phase 2 to Buyer and shall be free to dispose of and sell Phase 2.

ii. The balance of the Phase 2 Purchase Price shall be payable by Buyer to Seller over a period of 48 months in accordance with the terms of that certain promissory note in substantially similar form to the promissory note set forth on Exhibit "D" (the "Promissory Note") and secured by the Deed of Trust in substantially similar form to Exhibit "E" (the "Deed of Trust").

(b) Seller shall cooperate with Buyer in its due diligence by providing non-exclusive access to the maps and plans for Phase 2 and Phases 3-5 in connection with Buyer's option to acquire Phase 2 and Phases 3-5 as set forth herein.

In the event that Buyer and Seller are unable to agree on the terms of a purchase and sale agreement for Phase 2 as set forth herein by December 10, 2020, then Buyer's right and option to purchase Phase 2 hereunder shall automatically terminate without further action required from Seller and Seller shall be relieved from any and all obligations to sell Phase 2 to Seller.

2.5 Phase 3-5 Joint Venture. Buyer and Seller agree to work in good faith to develop a business plan to jointly develop Phases 3-5 (the "Joint Venture") by no later than December 10, 2020. In the event that Buyer and Seller are unable to agree on the terms of the Joint Venture, then Buyer shall have the right to purchase Phases 3-5 for a purchase price of Thirty-Three Million Dollars (\$33,000,000.00) to be paid in full on or before December 10, 2020. Notwithstanding anything to the contrary it shall be a condition precedent to the formation of the Joint Venture and/or to Seller's obligation to sell Phases 3-5, that Buyer purchases Phase 2 and pays the entire Phase 2 Purchase Price in cash on or before December 10, 2020. In the event that Buyer and Seller are unable to agree to the terms of the Joint Venture and/or the sale of Phase 3-5 by December 10, 2020, then Buyer's right and option to purchase Phase 3-5 hereunder shall automatically terminate without further action required from Seller and Seller shall be relieved from any and all obligations to sell Phases 3-5 to Seller. The Parties agree that the sale of Phases 3-5 shall also include the sale of the Leased Equipment.

2.6 Mello-Roos Contingency. Buyer agrees and acknowledges that a portion of Phase 1 is subject to any and all Liabilities arising under the Mello-Roos Bonds. Buyer further acknowledges that Seller has defaulted in its obligations under the Mello-Roos Bonds, which default has resulted in a past due balance in excess of Ten Million Dollars (\$10,000,000), including principal, interest and penalties (the "Mello-Roos Contingency"). Buyer shall take title to Phase 1 subject to and assume any and all Liabilities relating the Mello-Roos and the Mello-Roos Contingency, provided that Seller shall reasonably cooperate with Buyer, at Buyer's sole cost and expense, for a period of six (6) months after the Closing Date in negotiating with the bond holders a reduction of the Mello-Roos Contingency, provided that Seller shall not be obligated to pay any amounts or discount any portion of the Phase 1 Purchase Price as part of such cooperation.

2.7 Rights of Way and Easement. Buyer hereby grants Seller, its affiliates, agents, consultants and employees an easement in, over, across and through Phase 1 for the

purposes of accessing any portion of Phase 2 and Phases 3-5. From and after the Closing Seller and Buyer shall cooperate, at Seller's sole cost and expense to prepare, execute and record any documents as may be reasonably necessary to document and record such easement in favor of Seller (the "Easement Documents"). From and after the Closing and until such time as the Easement Documents are executed and recorded, Buyer shall and shall cause its affiliates, agents, consultants and employees to allow Seller, its affiliates, agents, consultants and employees to cross-over any portion of Phase 1 to access any portion of Phase 2 and Phases 3-5.

2.8 Souza Action. Buyer agrees and acknowledges that it is aware of the existing litigation involving the Property known as the Souza Action. From and after the Closing, Seller shall continue to prosecute the Souza action in its sole discretion and at its sole expense, provided that Buyer shall cooperate with Seller as may be reasonably by Seller in its prosecution or settlement of the Souza Action. Notwithstanding anything to the contrary, Seller shall have the right to prosecute or settle the Souza Action and any settlement entered into by Seller shall not require the authorization or consent of Buyer.

3. Material Contracts. As condition to Closing, Buyer shall assume all of the Material Contracts (the "Assumed Contracts"), provided that as a condition Closing, the WHWD shall approve the assignment of the WHWD Agreement to Buyer as set forth in Section 6.2.

4. Buyer's Review and Seller's Disclaimer.


4.1 "AS-IS". Except as otherwise expressly provided in Section 7.1 below, Seller disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property, including, without limitation, the physical condition of Phase 1, title to, the exact acreage or the boundaries of Phase 1, whether or not all dwellings and other structures are located on separate legal parcels, soil condition, hazardous waste, toxic substance or other environmental matters, compliance with building, health, safety, land use, environmental and zoning laws, regulations and orders, the ability to obtain additional entitlements to develop any portion of Phase 1, the availability of water to serve Phase 1, the financial condition of the Water District or the ability of any future owner of all or any portion of Phase 1 to control the operations of the Water District and all other information pertaining to the Property. Buyer, moreover, acknowledges (1) that Buyer has entered into this Agreement relying upon its own investigation of the physical, environmental, economic and legal condition of the Property and (2) that Buyer is not relying upon any statements, representations or warranties, other than those specifically set forth in Section 7.1 below, made by Seller or anyone acting or claiming to act on Seller's behalf concerning the Property. Buyer further acknowledges that it has not received from Seller any accounting, tax, legal, environmental, land use planning or other advice with respect to this transaction or Buyer's proposed use of Phase 1 and is relying solely upon the advice of its own accounting, tax, legal, environmental and other advisors. Subject to the provisions of Sections 7.1 of this Agreement, Buyer shall purchase the Property in its "AS IS" condition as of the Closing Date, and Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, and except as otherwise expressly specified herein, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF

THE PROPERTY, and Buyer assumes the risk that adverse physical, environmental, economic or legal conditions may not have been revealed by any investigation conducted on the Property.

Except with respect to any claims arising out of any breach of covenants, representations or warranties set forth in Section 7.1 below, Buyer, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges Seller, its agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this Agreement, which Buyer has or may have in the future, arising out of the physical, environmental, economic or legal condition of the Property. Buyer hereby specifically waives the provisions of section 1542 of the California Civil Code ("Section 1542") and any similar law of any other state, territory or jurisdiction. Section 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Buyer hereby specifically acknowledges that Buyer has carefully reviewed this subsection 4.1 and discussed its import with legal counsel and that the provisions of this subsection are a material part of this Agreement.

Buyer 

5. Assumption of Liabilities and Indemnification.

5.1 Assumption of Liabilities. As a condition to Closing, Seller shall assign and Buyer shall at Closing assume pursuant to the term of the Assignment Agreement in the form attached to this Agreement as Exhibit "F" (the "Assumption Agreement "):

- (a) Any and all Liabilities arising or in connection with the Property;
- (b) The Assumed Contracts including any and all Liabilities arising therefrom; and
- (c) Any and all Liabilities arising from the Mello-Roos Bonds.
- (d) Additionally, Seller shall assign and Buyer shall assume the WHWD Agreement any and all Liabilities and funding obligations arising therefrom, pursuant to the terms of an assignment, release and indemnification agreement reasonably acceptable to Seller and WHWD (the "WHWD Assumption Agreement").

5.2 Indemnification by Buyer. Except as stated herein in this Agreement, from and after the Closing, Buyer shall indemnify and hold harmless Seller and its agents, affiliates, successors, assigns and representatives (each a "Seller Party") against, and arising out of, resulting from or related to any and all Liabilities relating to or arising from: (a) the ownership and operation

of the Property; (b) the Assumed Contracts; (c) the WHWD Agreement; (d) the WHWD Assumption Agreement; (e) the Mello-Roos Bonds; and (f) the use of the Leased Equipment.

5.3 Indemnification Procedure. Promptly after receipt by Seller of notice of any claim to which Seller or a Seller Party may be entitled to indemnification from Buyer hereunder, Seller shall within 15 days thereafter notify in writing Buyer of such claim. Buyer shall have the right, upon written notice within 10 days thereafter, to assume the defense of such claim, including the employment of counsel reasonably satisfactory to Seller and payment of the fees and disbursements of such counsel; provided that Seller shall have the right to defend such claim prior to any assumption of the defense by Buyer. In the event that Buyer declines or fails to assume the defense of such claim on the terms provided above or to employ counsel reasonably satisfactory to Seller, in either case within such 10-day period, then Seller may employ counsel to represent or defend it in any such claim and Buyer shall pay the reasonable fees and disbursements of such counsel as incurred, as well as the costs of any deposits, bonds or other payments required to be made for purposes of defending or settling the claim or to pay any judgment or arbitral award (the "Indemnity Costs"). In the event that Buyer fails to pay Seller the Indemnity Costs then the value of such Indemnity Costs times 1.5 shall be added to the Phase 2 Purchase Price. The indemnification obligations of Buyer shall survive the Closing indefinitely.

6. Conditions Precedent

6.1 Buyer's Conditions. Notwithstanding anything in this Agreement to the contrary, Buyer's obligation to purchase the Property shall be subject to and contingent upon the satisfaction or waiver of the following conditions precedent:

(a) Seller shall have delivered the documents set forth in Section 9.1(a).

(b) During the period from the Effective Date to the Closing Date, there shall not have occurred an event or condition which has resulted or which reasonably may be expected to result in a material adverse change in the business condition (financial or otherwise), operations, properties, assets, liabilities or prospects of the Property (a "Material Adverse Effect"). For purposes of this Agreement, "Material Adverse Effect," as defined above, to the extent it is quantifiable, shall mean an event which would require Seller to make payments or otherwise incur liability of more than \$500,000 for any one item over any period of 12 months, but expressly excluding any events or conditions that would result in a Material Adverse Effect as a result of any change in the water rates charged by WHWD in connection with the water and other services provided in connection with the Property.

6.2 Seller's Conditions. Notwithstanding anything in this Agreement to the contrary, Seller's obligation to sell the Property shall be subject to and contingent upon the satisfaction or waiver of the following conditions precedent:

(a) assumption by Buyer of all of the Assumed Contracts, the WHWD Agreement and all Liabilities as set forth in Section 5.1.

(b) The WHWD shall approve the assignment of the WHWD Agreement to Buyer and shall agree to release Seller from any and all Liabilities including without

limitation any Liabilities arising or in connection with the WHWD Agreement, the Mello-Ross Bonds and/or past due water charges; and

(c) the due performance by Buyer of all material covenants and the truth and accuracy, in all material respects, as of the Closing Date of all of the representations and warranties of Buyer made in this Agreement.

7. Covenants, Warranties and Representations.

7.1 Seller's Warranties and Representations. Seller hereby makes the following representations and warranties to Buyer, which representations and warranties are true and correct in all material respects as of the date given:

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has full power and lawful authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such power and authority upon the persons executing this Agreement and all documents which are contemplated by this Agreement on behalf of Seller have been taken or will be taken by Closing Date.

(b) Neither the execution or any other agreements and documents to be delivered pursuant hereto, nor the consummation of the transactions contemplated hereby will violate, contravene or conflict with any provision of any agreement, judgment, order, decree, writ or injunction to which Seller is a party or is subject. Seller is not subject to any order, judgment, decree which would prevent the consummation of the transactions contemplated hereby, and no claim, legal action, suit, arbitration, governmental investigation, action or other legal or administrative proceeding would enjoin the transaction contemplated hereby. No consent, approval, order authorization, license or permit, from, notice or registration declaration or filing with, any governmental authority or entity, domestic or foreign, of any third party is or has been required on the part of Seller with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

(c) There are no condemnation actions pending, or to Seller's actual knowledge, threatened against or relating to any portion of the Property.

(d) Except as otherwise set forth on Exhibit "G", there are no pending foreclosure actions, pending against or relating to any portion of the Property.

(e) Except as otherwise set forth on Exhibit "G", Seller is not a party to, involved in or adversely affected by any pending or, to Seller's knowledge, threatened litigation including actions, suits, claims, orders or arbitration.

(f) Seller is not a "foreign person" as defined in Internal Revenue Code Section 1445 and related regulations.

(g) Seller has filed all federal, state, sales tax and employment tax returns required to be filed by it prior to the date of this Agreement. All taxes shown to be due on

such tax returns have been timely paid or disclosed to the Buyer, and no audits or other review of Seller's tax returns or records are under review by any governmental agency. Any property taxes and assessments, general or special, that have been levied or imposed at any time against the Property prior to the date of this Agreement, including through the Closing Date, have been either paid and duly satisfied or disclosed to the Buyer. For avoidance of doubt, Seller has disclosed to buyer that property taxes have not been paid in full and that Buyer will be assuming the current tax liability as part of this transaction.

(h) **Material Contracts.** Schedule 1.11 contains a true and complete list of each of the following written or oral material contracts, agreements or other arrangements to which Seller is a party as of the Effective Date (to be updated prior to Closing to describe all contracts, agreements or other arrangements to which Seller has become a party after Effective Date) and which are not already disclosed pursuant to other provisions in the Agreement. Each contract identified on Schedule 1.11, is in full force and effect and constitutes a legal, valid and binding agreement, enforceable in accordance with its terms, of each party thereto and will continue to be legal, valid, binding and enforceable after the Closing. Except for the WHWWD Agreement, the Mello-Roos Contingency and as otherwise set forth herein, Seller has performed all of its required obligations under, and is not, in any material respect, in violation or breach of or default under, any contract except as set forth in herein this Agreement.

(i) Except as set forth in this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of Seller is required in connection with the execution, delivery and performance by Seller of this Agreement, the consummation of the transactions contemplated hereby.

(j) **Environmental Matters.** To the Knowledge of Seller, Seller has not received any written notices from or by any federal, state or local governmental agency concerning any violation by Seller of any Environmental Laws.

(k) **Intangible Property.** Seller owns all right, title and interest in and to or has the unrestricted right to grant licenses to, fully exploit and exercise all of the Intangible Property necessary in any material respect for the ownership, maintenance and operation of the Property. To the Knowledge of Seller, the Intellectual Property does not infringe or otherwise violate the rights of any third party. To the Knowledge of Seller, there are no claims or allegations asserted by any person challenging such ownership or licenses, or the validity or enforceability of the Intellectual Property and all such Intellectual Property is freely transferable. To the Knowledge of Seller, the Intellectual Property is not being infringed or otherwise violated by any party. The consummation of the transactions contemplated by this Agreement, will not, in any way, alter or impair Seller's ownership of, and/or rights, in the Intellectual Property, nor its ability to freely transfer such rights to Buyer. As of the Closing, Buyer will have full ownership of, and/or rights with respect to, the Intellectual Property and Intangible Property free and clear of all liabilities, obligations, liens, claims and encumbrances, which Intellectual Property and Intangible Property will constitute after the transfer to Buyer all of the Intellectual Property and Intangible Property necessary in any material respect for the ownership, maintenance and operation of the Property as conducted at the time of Closing.

(l) No Fraudulent Conveyance. Seller has not disposed of or transferred any of Seller's assets in a manner that would constitute, and the consummation by Seller of the transactions contemplated hereby will not constitute, a fraudulent conveyance or fraud on creditors of Seller under applicable law. Notwithstanding the foregoing, Buyer represents it has performed its own independent investigation relating to any such transfer and as a result is prepared to consummate the transactions provided herein.

7.2 Survival and Expiration of Representations and warranties. The representations and warranties of the Seller contained herein shall not survive the Closing.

7.3 Seller's Covenants. Except for matters specifically contemplated by this Agreement, from the date of this Agreement to the Closing Date, Seller shall conduct its business in such a manner as to permit Seller to perform its obligations under this Agreement and to maintain the ongoing operations of Seller. In addition, and without limiting the generality of the foregoing, Seller shall not without the prior written consent of Buyer take any of the following actions if it results in a Material Adverse Effect:

(a) sell, lease, license or otherwise dispose of or subject to any new lien or encumbrance any of the Property;

(b) modify or terminate any of the Assumed Contracts;

(c) enter into any agreements with respect to the Property by which Buyer would be bound without first seeking Buyer's written approval, which approval shall not be unreasonably withheld, conditioned or delayed;

(d) enter into any employment contract or agreement with any existing or prospective employee, including without limitation, the payment of or entering into obligations with respect to any severance benefits, other than in the ordinary course of business;

(e) pay any obligation or liability, fixed or contingent, other than in the ordinary course of business;

(f) acquire or dispose of any properties or assets used in connection with the Property except in the ordinary course of business;

(g) engage in any business activity or transaction outside the ordinary course of the Business;

(h) increase the compensation paid or payable by Seller, other than in the ordinary course of business, to any of its officers, directors, employees or agents;

(i) incur any indebtedness, except such as may have been incurred or entered into in the ordinary course of business;

(j) make any loan or agree to make any loan, or become liable or agree to become liable as a guarantor with respect to any loan, except in the ordinary course of business; and

(k) change the accounting methods, practices or policies followed by Seller in relation to the Property from those in effect on the Effective Date.

7.4 Buyer's Warranties and Representations. Buyer hereby represents and warrants to Seller that:

(a) Buyer is a limited liability company duly organized and validly existing under the laws of the State of California, and Buyer and has full power and lawful authority to enter into and carry out the terms and conditions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions necessary to confer such power and authority upon the persons executing this Agreement and all documents which are contemplated by this Agreement to be executed on behalf of Buyer have been taken; and

(b) Neither the execution or any other agreements and documents to be delivered pursuant hereto, nor the consummation of the transactions contemplated hereby will violate contravene or conflict with any provision of any agreement, judgment, order, decree, writ or injunction to which Buyer is a party or is subject. Buyer is not subject to any order, judgment, decree which would prevent the consummation of the transactions contemplated hereby, and no claim, legal action, suit, arbitration, governmental investigation, action or other legal or administrative proceeding would enjoin the transaction contemplated hereby. No consent, approval, order authorization, license or permit, from, notice or registration declaration or filing with, any governmental authority or entity, domestic or foreign, of any third party is or has been required on the part of Buyer with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

(c) Neither this Agreement nor any document executed and delivered by Buyer pursuant to this Agreement contravenes or will contravene any provision of Buyer's organizational documents, any agreement to which Buyer is a party or any judgment, order, decree, writ or injunction to which Buyer is subject.

(d) Buyer shall furnish all of the funds for the purchase of the Property and such funds will not be from sources of funds or properties derived from any unlawful activity.

8. Deposit.

8.1 Prior to execution of this Agreement, Buyer delivered to Escrow Agent a deposit in the amount of One Hundred Thousand Dollars (\$100,000) (the "Deposit"). Upon delivery by Buyer of the Deposit to Escrow Agent as set forth herein, the Deposit shall immediately become non-refundable to Buyer, except in the event Seller fails to comply with its obligation to close in accordance with this Agreement or a material breach by Seller of this Agreement. Upon closing the entire amount of the Deposit shall be applied against the Purchase Price.

8.2 LIQUIDATED DAMAGES. IF THE TRANSFER OF THE PROPERTY FROM SELLER TO BUYER IS NOT CONSUMMATED DUE TO A DEFAULT BY BUYER UNDER THIS AGREEMENT, WHICH IS NOT CURED BY BUYER WITHIN FIVE (5) BUSINESS DAYS AFTER WRITTEN NOTICE THEREOF, OR IN THE EVENT THAT ANY CONDITIONS SET FORTH IN SECTION 6.2. FOR THE BENEFIT OF SELLER HAVE NOT

BEEN SATISFIED IN EVERY MATERIAL RESPECT PRIOR TO CLOSING, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT IN WRITING IMMEDIATELY WITHOUT FURTHER OBLIGATION TO BUYER, EXCEPT FOR THOSE THAT EXPRESSLY SURVIVE TERMINATION, AND ESCROW AGENT SHALL IMMEDIATELY DISBURSE TO SELLER THE DEPOSIT. SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AND AS SELLER'S SOLE REMEDY (EXCEPT AS PROVIDED BELOW) FOR BUYER'S BREACH. THE PARTIES AGREE THAT SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT UNDER THIS AGREEMENT WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, AND THE DEPOSIT IS THE BEST ESTIMATE OF THE AMOUNT OF DAMAGES SELLER WOULD SUFFER AS A RESULT OF SUCH DEFAULT; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT AFFECT BUYER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER SECTION 4 OF THIS AGREEMENT. THE PAYMENT OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER AND BUYER HEREBY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. THE PARTIES WITNESS THEIR AGREEMENT TO THIS LIQUIDATED DAMAGES PROVISION BY INITIALING THIS SECTION:

Seller: LM^{DS} Buyer: _____

8.3 Seller Default. If the sale of the Property is not consummated due to Seller's default hereunder, which is not cured by Seller within five (5) Business Days after written notice thereof, or in the event that any conditions set forth in Section 6.1 for the benefit of Buyer have not been satisfied in every material respect prior to Closing, Buyer shall be entitled, as its sole and exclusive remedy, to terminate this Agreement, in which case the Escrow Agent shall promptly disburse the Deposit to Seller without further consent or authorization of Buyer.

9. Escrow and Closing.

9.1 Escrow Arrangements. An escrow for the purchase and sale contemplated by this Agreement shall be opened by Buyer with Escrow Agent within two (2) business days following the date of this Agreement. One (1) business day prior to the Closing Date, Seller and Buyer shall each deliver escrow instructions to the Escrow Agent consistent with this Section 9 and the parties shall deposit in escrow the funds and documents (the "Closing Documents") described below.

(a) Seller shall deposit:

- (1) a duly executed and acknowledged grant deed in the form attached to this Agreement as Exhibit "H" (the "Deed") transferring title to the PDP Land to Buyer;
- (2) one (1) counterparts of the Assignment Agreement duly executed by Seller;

BEEN SATISFIED IN EVERY MATERIAL RESPECT PRIOR TO CLOSING, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT IN WRITING IMMEDIATELY WITHOUT FURTHER OBLIGATION TO BUYER, EXCEPT FOR THOSE THAT EXPRESSLY SURVIVE TERMINATION, AND ESCROW AGENT SHALL IMMEDIATELY DISBURSE TO SELLER THE DEPOSIT. SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AND AS SELLER'S SOLE REMEDY (EXCEPT AS PROVIDED BELOW) FOR BUYER'S BREACH. THE PARTIES AGREE THAT SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT UNDER THIS AGREEMENT WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, AND THE DEPOSIT IS THE BEST ESTIMATE OF THE AMOUNT OF DAMAGES SELLER WOULD SUFFER AS A RESULT OF SUCH DEFAULT; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT AFFECT BUYER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER SECTION 4 OF THIS AGREEMENT. THE PAYMENT OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER AND BUYER HEREBY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. THE PARTIES WITNESS THEIR AGREEMENT TO THIS LIQUIDATED DAMAGES PROVISION BY INITIALING THIS SECTION:

Seller: _____

Buyer: JA

8.3 Seller Default. If the sale of the Property is not consummated due to Seller's default hereunder, which is not cured by Seller within five (5) Business Days after written notice thereof, or in the event that any conditions set forth in Section 6.1 for the benefit of Buyer have not been satisfied in every material respect prior to Closing, Buyer shall be entitled, as its sole and exclusive remedy, to terminate this Agreement, in which case the Escrow Agent shall promptly disburse the Deposit to Seller without further consent or authorization of Buyer.

9. Escrow and Closing.

9.1 Escrow Arrangements. An escrow for the purchase and sale contemplated by this Agreement shall be opened by Buyer with Escrow Agent within two (2) business days following the date of this Agreement. One (1) business day prior to the Closing Date, Seller and Buyer shall each deliver escrow instructions to the Escrow Agent consistent with this Section 9 and the parties shall deposit in escrow the funds and documents (the "Closing Documents") described below.

(a) Seller shall deposit:

(1) a duly executed and acknowledged grant deed in the form attached to this Agreement as Exhibit "H" (the "Deed") transferring title to the PDP Land to Buyer;

(2) one (1) counterparts of the Assignment Agreement duly executed by Seller;

(3) one (1) counterpart of the WHWD Assignment Agreement duly executed by Seller and the WHWD. Seller shall deliver original counterparts duly notarized to Buyer within 15 business days of the Closing Date.

(4) one (1) counterpart of the Equipment Lease Agreement;

(5) a certificate from Seller certifying the information required by § 1445 of the Internal Revenue Code and the regulations issued hereunder to establish, for the purposes of satisfying Buyer's tax withholding obligations, that Seller is not a "foreign person" as defined in Internal Revenue Code § 1445(f)(3) (the "FIRPTA Certificate");

(6) instructions to Escrow Agent to close this transaction in accordance with this Agreement signed by Seller's counsel Guillermo Marrero, Esq [gmarrero@ipglaw.com] and/or Carolina Juarez, Esq [cjuarez@ipglaw.com]; and

(7) all such other documents and information as reasonably requested by Escrow Agent to close this transaction.

(b) Buyer shall deposit:

(1) cash in the amount of the Phase 1 Purchase Price less the Deposit by later than 1:00 PM PST on the Closing Date;

(2) one (1) counterparts of the Assumption Agreement, duly executed by Buyer. Buyer shall deliver original counterparts to Seller no later than 5 business days following the Closing Date.

(3) two (2) counterparts of the WHWD Assignment Agreement duly executed by Buyer. Buyer shall deliver two (2) original counterparts duly notarized to Seller within 5 business days of the Closing Date.

(4) one (1) counterpart of the Equipment Lease Agreement.

(5) instructions to the Escrow Agent to close this transaction in accordance with the terms of this Agreement executed by Buyer's counsel Walter Mosley, wm@waltermosleyesq.com; and

(6) all such other documents and information as reasonably requested by Escrow Agent to close this transaction.

9.2 Closing Date. The closing of the transactions provided for in this Agreement shall occur on the Closing Date.

9.3 Closing. On the Closing Date the Escrow Agent shall close escrow on the Closing Date, by:

(a) recording the Deed;

- (b) delivering to Buyer the FIRPTA Certificate, the Form 593-C;
- (c) delivering to Seller one fully executed copy of the Assumption Agreement, the Assignment of the WHWD Agreement and the Equipment Lease Agreement; and
- (d) delivering the Phase 1 Purchase Price (after adjusting for prorations and credits as set forth herein) as directed by Seller.

9.4 Filing of Reports. Escrow Agent shall be solely responsible for the timely filing of any reports or returns required pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986 (and any similar reports or returns required under any state or local laws) in connection with the closing of the transaction contemplated in this Agreement.

9.5 Closing Costs. Closing cost incurred in connection with the transactions set forth herein shall be allocated as follows:

(a) Seller shall pay (i) one-half of Escrow Agent's fee; (ii) the fee for a CLTA Title Policy to be issued to Buyer by Escrow Agent at Closing; (iii) one-half of the cost of all transfer, recordation, documentary, and any other taxes and stamps and recording fees applicable to the sale.

(b) Buyer shall pay: (i) one-half of Escrow Agent's fee; (ii) one-half of the cost of all transfer, recordation, documentary, and any other taxes and stamps and recording fees applicable to the sale; and (iii) the cost for all endorsements to the Title Policy or extended coverage.

(c) Each of Buyer and Seller shall pay its own legal fees and expenses.

9.6 Employees. At Closing, Seller shall terminate the employment of any and all employees of Seller that provide any services relating to or in connection with the Property, provided that Buyer shall have the right at its sole cost and expense to rehire any such employees in its sole discretion.

10. Termination. Notwithstanding anything to the contrary, this Agreement shall immediately terminate without requiring further action from Seller in the event that the transactions set forth herein are not consummated or there is a failure to close by the Closing Date, provided that if such failure to close is attributable to Seller, Escrow Agent shall immediately release the Deposit to Buyer.

11. Post-Closing Obligations. Buyer shall have the obligation and hereby covenants and agrees to cooperate with Seller and execute any and all documents, agreements, contracts, covenants, easements, rights of way and instruments as may be necessary for: (a) Seller and its invitees to access, ingress and egress to and from Phase 2-5; and (b) to perfect any easements and/or rights of way to any access to Phase 2-5 a currently used by Seller. The rights and obligations under this Section 11 shall survive the Closing indefinitely.

12. Miscellaneous.

12.1 Casualty and Condemnation.

(a) The rights and obligations of Buyer and Seller under this Agreement shall be unaffected by the occurrence, prior to the Closing Date, of any damage to the Property or any improvements situated thereon caused by fire, vandalism, acts of God or other casualty; provided, however, in the event such casualty reduces the value of the Property by more than One Million Dollars (\$1,000,000), Buyer shall have the right to terminate this Agreement and to receive a return of the Deposit, and neither party shall have any further obligation to the other hereunder except for obligations which, by their terms, survive the termination of this Agreement.

(b) If, prior to the Closing Date, the entire Property is taken by eminent domain or similar proceeding, this Agreement shall be deemed terminated and Seller shall direct the Escrow Agent to return the Deposit to Buyer, whereupon the parties shall have no further rights or obligations hereunder except as otherwise expressly provided. If such taking reduces the value of the property by more than ten percent (10%), Buyer shall have the option of (i) proceeding with the closing and accepting the Property as affected by such taking, together with all compensation and damages awarded or to be awarded, or (ii) terminating this Agreement as described above. If Buyer elects option (i) above, Seller shall assign to Buyer at closing all of its rights to such compensation and damages and shall pay over to Buyer any such compensation and damages already received. Seller agrees not to settle any proceeding related to such taking without Buyer's prior written consent. If such taking reduces the value of the Property by ten percent (10%) or less, the rights and obligations of the parties shall be unaffected, and the Agreement shall remain in full force and effect.

12.2 No Brokerage Commissions or Finder's Fees. Each party to this Agreement warrants to the other that no person or entity can properly claim a right to a real estate commission, real estate finder's fee, real estate acquisition fee or other real estate brokerage-type compensation (collectively, "Real Estate Compensation") based upon the acts of that party with respect to the transaction contemplated by this Agreement, other than Emerge Technologies SAPI de CV ("Buyer's Broker"), who shall be paid a commission by Buyer pursuant to a separate agreement in the event and upon closing of this transaction. Each party hereby agrees to indemnify and defend the other against and to hold the other harmless from any and all loss, cost, liability or expense (including but not limited to attorneys' fees and returned commissions) resulting from any claim for Real Estate Compensation by any person or entity. The foregoing indemnities shall survive the close of escrow.

12.3 Successors and Assigns. Buyer may not assign any of Buyer's rights or duties hereunder to any person or entity without the prior written consent of Seller, which consent shall not be unreasonably withheld; provided Buyer may assign its interest in this Agreement to a related entity that is managed and controlled by Buyer with written notice to Seller, and so long as such assignment is in the form of a formal written agreement that is reasonably acceptable to Seller. No assignment by Buyer under this Section 12.3 shall release Buyer from any of its obligations hereunder, except to the extent such obligations are fully and timely performed by the assignee. In the event Buyer's rights under this Agreement are assigned to any other party, Seller shall be

entitled to receive as additional Purchase Price any sum paid by such assignee on account of the Property or the assignment which is in excess of the Purchase Price stated herein.

12.4 Notices. All written notices required to be given pursuant to the terms hereof shall be either delivered personally, by email (so long as a copy of any such notice is also sent by one of the other methods), or by commercial messenger service or international overnight courier service, addressed as follows:

To Seller: World International, LLC
Jaime Balmes 8 - PH,
Los Morales Polanco, 11510, CDMX.
Attn: Linda Marcos
Email: linda@frel.mx

with a copy to: International Practice Group
1350 Columbia Street, Suite 500
San Diego, CA 92101
Attn: Guillermo Marrero, Esq
Tel: (619) 515-1485
Email: gmarrero@ipglaw.com

To Buyer: Angel's Crossing, LLC
1055 W. 7th Street, 33rd Floor
Los Angeles, CA 90017
Attn: Walter Mosley, Esq

and: Emerge Technologies Sapi de CV
Camino de la Plaza 145,
Cabo San Lucas BCS
Attn. Juan Diaz Rivera Rivera

with a copy to: Mosley & Associates
1055 W. 7th Street, 33rd Floor
Los Angeles, CA 90017
Attn: Walter Mosley, Esq.
Email: wm@waltermosleyesq.com
Tel : 213-232-3886

The foregoing addresses may be changed from time to time by written notice. Notices shall be deemed received upon the earlier of actual receipt or upon signed acceptance from an overnight courier, or if sent by electronic mail on the same day thereof upon confirmation of receipt.

12.5 Time. Time is of the essence of every provision contained in this Agreement.

12.6 Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

12.7 Incorporation by Reference. All of the exhibits attached to this Agreement or referred to herein and all documents in the nature of such exhibits, when executed, are by this reference incorporated in and made a part of this Agreement.

12.8 Attorneys' Fees. In the event any dispute between Buyer and Seller arising out of or in connection with this Agreement should result in litigation, the prevailing party shall be reimbursed for all reasonable costs incurred in connection with such litigation, including, without limitation, reasonable attorneys' fees.

12.9 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

12.10 No Survival. Except as otherwise expressly provided in this Agreement or the Sale Order, the provisions of this Agreement shall merge with the delivery of the Deed and other closing documents and shall not survive the close of escrow.

12.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12.12 Jurisdiction: Waiver of Jury Trial. The laws of the State of California shall govern the validity, enforcement and interpretation of this Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS Arbitration Rules. The tribunal will consist of a single arbitrator. The place of arbitration will be San Diego, California. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall award attorney's fees and costs to the prevailing party.

12.13 Breach by Seller. Buyer agrees that any liability of Seller under any claim brought pursuant to this Agreement or any document or instrument delivered simultaneously or in connection with, or pursuant to this Agreement, shall be limited solely to the assets of Seller. In no event shall Buyer seek satisfaction for any such obligation from any of the officers, directors, partners or agents of Seller.

12.14 Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

12.15 Counterparts. This Agreement and any other agreements delivered in connection herein may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

12.16 Entire Agreement. This Agreement and the attached exhibits, and all documents in the nature of such exhibits, when executed, contain the entire understanding of the parties and supersede any and all other written or oral understanding, including without limitation the terms, agreements and understandings contained in the March Purchase Agreement. Notwithstanding the insertion of a date in the preamble, this Agreement will not be complete and effective until and unless all exhibits identified herein are attached hereto.

12.17 Confidentiality. Buyer acknowledges that all information with respect to the Property, Seller, its operations and business obtained by Buyer or furnished to Buyer, including, without limitation, Due Diligence Materials and the Tests (collectively, the "Confidential Information"), is and has been so furnished on the condition that Buyer maintains the confidentiality thereof. Accordingly, Buyer shall, and shall cause its attorneys, members, partners, shareholders, consultants, directors, officers, employees, agents, contractors and representatives (collectively, the "Buyer Parties") to, hold in strict confidence, and not disclose to any other person or entity without the prior written consent of Seller until the Closing shall have been consummated, any of the Confidential Information in respect of the Property delivered to Buyer by Seller or any of its agents, representatives, directors, officers or employees. If the Closing does not occur and this Agreement is terminated, Buyer shall promptly return, or cause to be returned, to Seller all copies of such Confidential Information without retaining, or permitting retention of, any copy thereof. In the event of a breach or threatened breach by Buyer or its agents or representatives of this Section 10.17, Seller shall be entitled to an injunction restraining Buyer or any of the Buyer Parties from disclosing, in whole or in part, such Confidential Information. Nothing herein shall be construed as prohibiting Seller from pursuing any other available remedy at law or in equity for such breach or threatened breach. Notwithstanding anything to the contrary hereinabove set forth, Buyer may disclose such Confidential Information (i) on a need to know basis to its employees, its title insurer and members of professional firms serving it in connection with this transaction, including, without limitation, its attorneys, architects, environmental consultants and engineers, and its clients provided such employees, title insurer and members of professional firms agree to hold such information in strict confidence; (ii) as any governmental agency or authority may require in order to comply with applicable laws or regulations; and (iii) if required by an order of any court of competent jurisdiction. This Section 9 shall survive Closing or any termination of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

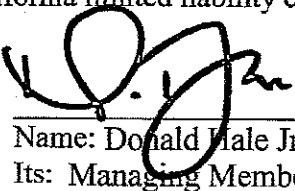
WORLD INTERNATIONAL, LLLC
a Delaware limited liability company

By: Three60, LLC, its sole member

By: _____
Name: Linda Marcos,
Its: Manager

BUYER:

ANGEL'S CROSSING, LLC
A California limited liability company

By:  _____
Name: Donald Male Jr.
Its: Managing Member

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

WORLD INTERNATIONAL, LLLC
a Delaware limited liability company

By: Three60, LLC, its sole member

DocuSigned by:
By: Linda Marcos
E02137A0DE81445
Name: Linda Marcos,
Its: Manager

BUYER:

ANGEL'S CROSSING, LLC
A California limited liability company

By: _____
Name:
Its:

Exhibit "A"
Excluded Property

EXCLUDED PROPERTY

REAL ESTATE:

1. **Single family home:** APN: 25022008000 known as single family home located at 20240 Panoz Rd Patterson, California 95363
2. **Phases 2 to 5:** All the land, rights, intellectual properties, intangible properties and personal properties World International owns outside of the Western Hill Water District Boundary

VEHICLES:

Vehicle #	Entity	Model	Model Year	VIN	License Plate
1	WHWD	Jeep Wrangler	2016	1C4BJWD2GL341568	7VOP479
2	WORLD	Polaris Ranger	2016	3NSRCA575GE761732	46HP25
3	WORLD	Ford F-150 Truck	2003	1FTRX18L33ND89707	7B3844A
4	WORLD	Ford Explorer Sport Truck	2009	1FMFU31E49UA27337	8W63436
5	WORLD	Utility Trailer	2005	4P5SA121252076015	4KD1821
6	WORD	Polaris quad Polaris Quad Sportman 450 2016	2016		None
7	WORD	2 Trackers (clear fire hazzards)			None

TECHNOLOGY:

1. Computer server
2. 2 old personal computers
3. 4 personal cell phones (with phone plans attached)

DOCUMENTS:

1. Documentation and files related to the business/company
2. Documents and files related to phases 2 to 5

Exhibit "B-1"
PDP Land

The land referred to herein is situated in the State of California, County of Stanislaus, Unincorporated Area, and described as follows:

PARCEL NO. 1

Being Resultant Parcel 4 as described in the Grant Deed to World International, LLC, recorded November 5, 2018 as Document Number 2018-0076613, Stanislaus County Records, and lying in all of Sections 10, 11, 12, 14, 15 & 23 and a portion of Sections 13, 22, 24 & 26, Township 6 South, Range 6 East and a portion of Sections 7, 18 and 19, Township 6 South, Range 7 East, Mount Diablo Base and Meridian, situate in Stanislaus County, California. The following description comprises one legal parcel and is more particularly described as follows:

All of said Sections 10, 11, 12, 14, 15, and 23.
The North Half of the Northwest Quarter of said Section 13.
The West Half of the Southwest Quarter of the Northwest Quarter of said Section 13.
The North Half of the Northeast Quarter of the Northeast Quarter of said Section 13.
The West Half of the Southwest Quarter of the Southwest Quarter of said Section 13.
The Northwest Quarter of the Northeast Quarter of said Section 22.
The Southeast Quarter of the Northeast Quarter of said Section 22.
The Southeast Quarter of said Section 22.
The West Half of said Section 22.
The West Half of The West Half of the Northwest Quarter of said Section 24.
The East Half of the Northwest Quarter of said Section 26.
The West Half of the Northeast Quarter of said Section 26.
The West Half of the Northeast Quarter of the Northeast Quarter of said Section 26.
The Northwest Quarter of the Southeast Quarter of the Northeast Quarter of said Section 26.
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 of said Section 7.
The North Half of the Northeast Quarter of said Section 7.
Lot 4 of said Section 18.
Lot 3 of said Section 18.

EXCEPTING THEREFROM

The South 725 feet of said Lot 3 of Section 18.

ALSO EXCEPTING THEREFROM THE FOLLOWING LANDS:

All of the Lots and Streets shown on the map entitled "Diablo Grande Unit No. 1A" recorded May 13, 2003 in Book 40 of Maps at Page 94, Stanislaus County Records.

That certain property lying in Section 13, granted to Western Hills Water District, a California Water District, by Grant Deed recorded on January 23, 2017 as Document No. 2017-0004429, Stanislaus County Records.

PARCEL NO. 2

Being Parcel 2 as described in the Grant Deed to World International, LLC, recorded October 7, 2008 as Document No. 2008-0108453, Stanislaus County Records, said property more particularly described as follows:

In Township 7 South, Range 6 East, Mount Diablo Base and Meridian, the Following:

Lots 1 and 2 and the South Half of the Northeast Quarter of Section 2.

PARCEL NO. 3

Being Resultant Parcel 2 as described in the Grant Deed to World International, LLC, recorded November 5, 2018 as Document Number 2018-0076613, Stanislaus County Records and lying in a portion of Sections 18 and 19, Township 6 South, Range 7 East, Mount Diablo Base and Meridian, situate in Stanislaus County, California. The following description comprises one legal parcel and is more particularly described as follows:

The South Half of Lot 10 of said Section 18.
The South Half of the Southeast Quarter of said Section 18.
Lots 1 and 10 of said Section 19.
The South Half of Lot 2 of said Section 19.
The North Half of Lot 9 of said Section 19.
The East Half of said Section 19.

EXCEPTING THEREFROM

All Lots and Streets shown on the map entitled "Diablo Grande, Unit No. 2A", recorded in Book 43 of Maps, Page 25, Stanislaus County Records

PARCEL NO. 4

Being Parcel 4 as described in the Grant Deed to World International, LLC, recorded October 7, 2008 as Document No. 2008-0108453, Stanislaus County Records, said property more particularly described as follows:

All of Section 31, Township 6 South, Range 7 East, Mount Diablo Base and Meridian.

PARCEL NO. 5

Being Resultant Parcel 2 as shown on the Certificate of Lot Line Adjustment recorded on June 25, 2018 as Document Number 2018-0043272, Stanislaus County Records and described in Grant Deed to World International LLC, recorded _____, as Document No. _____, Stanislaus County Records, and also lying in a portion of Sections 25, 26, 34, 35 & 36, Township 6 South, Range 6 East and a portion of Sections 1, 2, 3, 10, 11, 12 & 13, Township 7 South, Range 6 East, Mount Diablo Meridian, situate in Stanislaus County, California. The following description comprises one legal parcel and is more particularly described as follows:

The South Half of the Northeast Quarter of the Southeast Quarter of said Section 25.
The South Half of the Southeast Quarter of said Section 25.
The Southwest Quarter of the Northeast Quarter of the Southeast Quarter of said Section 26.
The West Half of the Southeast Quarter of the Southeast Quarter of said Section 26.
The West Half of the Southeast Quarter of said Section 26.
The East Half of the Southwest Quarter of said Section 26.
The Southeast Quarter of said Section 34.
Said Section 35.
Said Section 36.
Said Section 1.
Lot 3 of said Section 2.
Lot 4 of said Section 2
The South Half of the Northwest Quarter of said Section 2.
The South Half of said Section 2.
Said Section 3.
Lot 1 of said Section 10.
Lot 2 of said Section 10.
Lot 3 of said Section 10.
Lot 4 of said Section 10.
The Northeast Quarter of said Section 10.
The North Half of the Southeast Quarter of said Section 10.
The Southeast Quarter of the Southeast Quarter of said Section 10.
Said Section 11.
Said Section 12.
The North Half of said Section 13.

PARCEL NO. 6

Being Parcel 6 as described in the Grant Deed to World International, LLC, recorded October 7, 2008 as Document No. 2008-0108453, Stanislaus County Records, said property more particularly described as follows:
Lying in Township 7 South, Range 7 East, Mount Diablo Base and Meridian.

The Southwest One-Quarter of Section 4;

All of Sections 5, 6 and 7.

The South one-Half of Section 8.

The North one-Half of Section 18.

EXCEPTING from said Section 18, The East one-Half of the Northeast Quarter.

ALSO EXCEPTING and reserving 75% of all Oil, Gas and Casing Head Gas and other Hydrocarbons, Geothermal Steam and Energy and associated Geothermal Resources and Minerals contained within or under Parcels 4, 5 and 6 as excepted and reserved in the Deed from Wells Fargo Bank, National Association, Trustee under the Will of Grace A. Covell, Deceased, dated November 30, 1981 and Recorded December 11, 1981 in Book 3505, Official Records, at Page 448, as Instrument No.31654.

PARCEL NO. 7

Being Parcel 7 as described in the Grant Deed to World International, LLC, recorded October 7, 2008 as Document No. 2008-0108453, Stanislaus County Records, said property more particularly described as follows:

Lying in Township 7 South, Range 6 East, Mount Diablo Base and Meridian.

The South one-Half and The South one-Half of The North one-Half of Section 4.

All of Section 5.

The East one-Half of the Southeast one-Quarter, the Southeast one-Quarter of the Northeast one-Quarter; and Government Lot 1 In Section 6.

The Northeast one-Quarter, the North one-Half of the Northwest one-Quarter and the North one-Half of the Southeast one-Quarter of Section 8.

All of Section 9.

The South one-Half of Section 13.

All of Sections 15, 23, 24 and 25.

PARCEL NO. 8

Being Parcel 8 as described in the Grant Deed to World International, LLC, recorded October 7, 2008 as Document No. 2008-0108453, Stanislaus County Records, said property more particularly described as follows:

Lying in Township 7 South, Range 7 East, Mount Diablo Base and Meridian.

The South one-Half of Section 18.

The East one-Half of the Northeast Quarter of Section 18.

All of Sections 17, 19, 20 and 29.

East one-Half of The East one-Half and Government Lots 2, 3 and 13 in Section 30.

EXCEPTING and Reserving 75% of all Oil, Gas, Casing Head Gas and Other Hydrocarbons, Geothermal Steam and Energy and associated Geothermal Resources and Minerals contained within or under Parcels 7 and 8 as Excepted and Reserved in the Deed From Wells Fargo Bank, National association, Trustee Under the Will of Grace A. Covell, Deceased, dated November 30, 1981 and Recorded December 11, 1981 in Book 3505 official Records, Page 448 as Instrument No. 31654.

PARCEL NO. 9

Being Parcel 9 as described in the Grant Deed to World International, LLC, recorded October 7, 2008 as Document No. 2008-0108453, Stanislaus County Records, said property more particularly described as follows:

Lying in Township 6 South, Range 7 East, Mount Diablo Base and Meridian.

The North Half of Lot 1 and the North Half of Lot 8 of Section 30

PARCEL NO. 10

Being Parcel 10 as described in the Grant Deed to World International, LLC, recorded October 7, 2008 as Document No. 2008-0108453, Stanislaus County Records, said property more particularly described as follows:

Lying in Township 6 South, Range 6 East, Mount Diablo Base and Meridian.

The Northeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 22.

PARCEL NO. 11

Being Parcel 1 as described in the Grant Deed to World International, LLC, recorded October 7, 2008 as Document No. 2008-0108453, Stanislaus County Records, said property more particularly described as follows:

Lying in Township 6 South, Range 7 East, Mount Diablo Base and Meridian.

The Southwest Quarter of the Northeast Quarter and The North Half of Lot 10 of Section 30.

PARCEL NO. 12

Being Parcel 12 as described in the Grant Deed to World International, LLC, recorded October 7, 2008 as Document No. 2008-0108453, Stanislaus County Records, said property more particularly described as follows:

Lying in Township 7 South, Range 6 East, Mount Diablo Base and Meridian.

Lots 5, 6, 7 and 8 and the Southwest Quarter of Southeast Quarter of Section 10,

EXCEPTING to the United States all the Coal and other Minerals in the land so entered and patented, together with the right to prospect for mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 in 39 Stat. 862 as reserved In Patent From U.S.A. to Walter Lee Isom, dated May 18, 1927 and Recorded October 4, 1927 in Volume 11 of Patents, at Page 211.

PARCEL NO. 18

Being Parcel 18 as described in the Grant Deed to World International, LLC, recorded October 7, 2008 as Document No. 2008-0108453, Stanislaus County Records, said property more particularly described as follows:

All of Section 14, Township 7 South, Range 6 East, Mount Diablo Base and Meridian.

PARCEL NO. 20

All that certain property described in Grant Deed to World International, LLC, recorded November 5, 2018 as Document Number 2018-0076612, Stanislaus County Records, and lying in a portion of Section 30, Township 6 South, Range 7 East, Mount Diablo Meridian, situate in Stanislaus County, California, more particularly described as follows:

The East Half of Lot 4 of said Section 30.

The East Half of Lot 5 of said Section 30.

Lot 2 of said Section 30.

Lot 3 of said Section 30.

PARCEL NO. 22

Lying in Township 6 South, Range 7 East, Mount Diablo Base and Meridian.

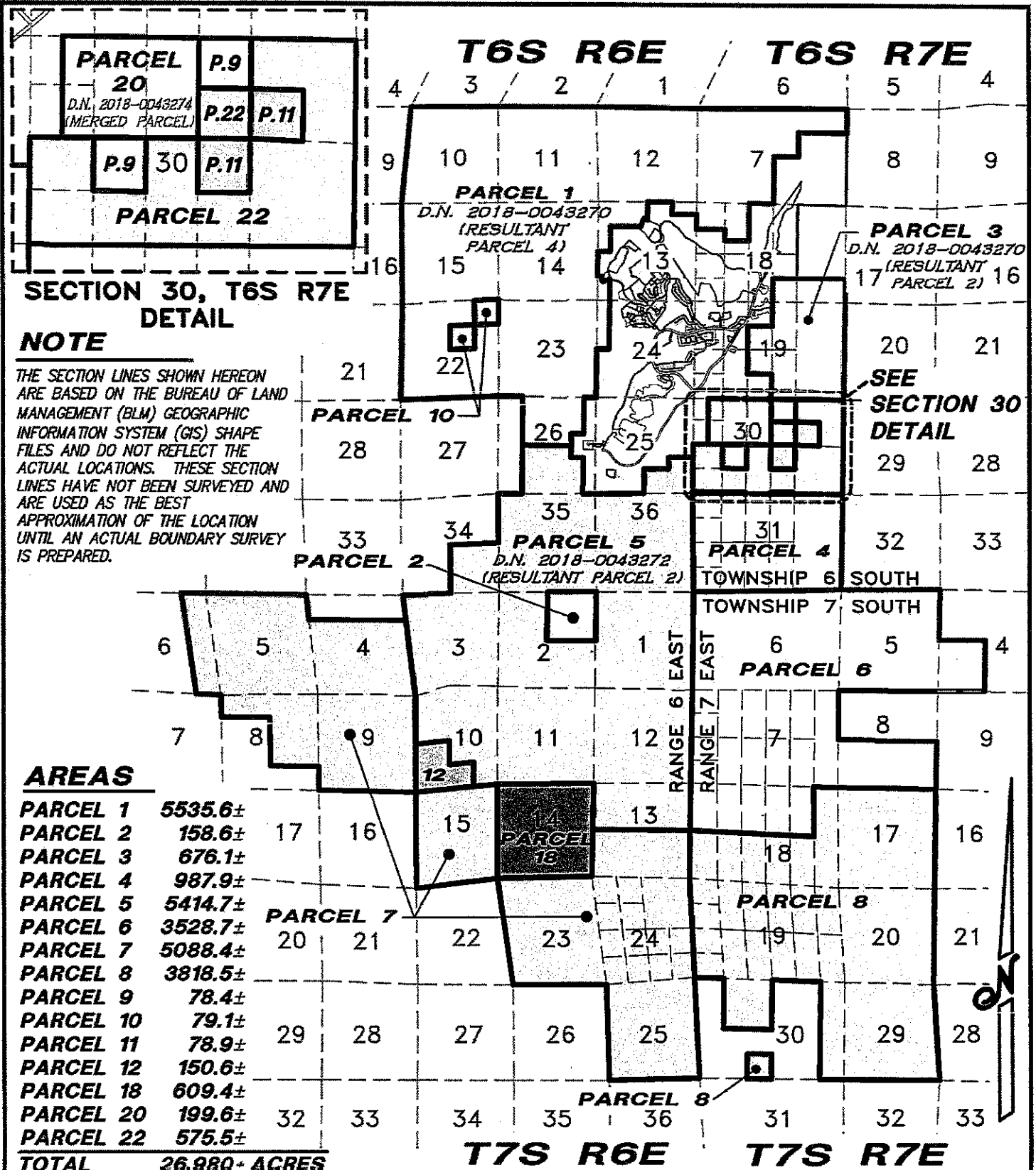
- The North Half of the Northeast Quarter of said Section 30.
- The Southeast Quarter of the Northeast Quarter of said Section 30.
- The Southeast Quarter of said Section 30.
- The South Half of Lot 1 of said Section 30.
- Lot 6 of said Section 30.
- Lot 7 of said Section 30.
- The South Half of Lot 8 of said Section 30.
- Lot 9 of said Section 30.
- The South Half of Lot 10 of said Section 30.

This legal description as described is delineated on the accompanying "Plat to Accompany Legal Description" and made a part hereof for reference purposes.



Nicole Cannella, P.L.S. 9099

EXHIBIT A: EXCLUDED PROPERTY OUTSIDE OF PIP



**SECTION 30, T6S R7E
DETAIL**

NOTE

THE SECTION LINES SHOWN HEREON ARE BASED ON THE BUREAU OF LAND MANAGEMENT (BLM) GEOGRAPHIC INFORMATION SYSTEM (GIS) SHAPE FILES AND DO NOT REFLECT THE ACTUAL LOCATIONS. THESE SECTION LINES HAVE NOT BEEN SURVEYED AND ARE USED AS THE BEST APPROXIMATION OF THE LOCATION UNTIL AN ACTUAL BOUNDARY SURVEY IS PREPARED.

SEE SECTION 30 DETAIL

AREAS

PARCEL 1	5535.6±
PARCEL 2	158.6±
PARCEL 3	676.1±
PARCEL 4	987.9±
PARCEL 5	5414.7±
PARCEL 6	3528.7±
PARCEL 7	5088.4±
PARCEL 8	3818.5±
PARCEL 9	78.4±
PARCEL 10	79.1±
PARCEL 11	78.9±
PARCEL 12	150.6±
PARCEL 18	609.4±
PARCEL 20	199.6±
PARCEL 22	575.5±
TOTAL	26,980± ACRES

North Star
Engineering Group, Inc.

• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

DIABLO GRANDE
WORLD INTERNATIONAL
PROPERTY
OUTSIDE PDP LIMITS

JOB NO:	J13-1306
SCALE:	NOT TO SCALE
DR BY:	NC
FILE:	13-1306 2018 grant deed base.dwg
DATE:	September 14, 2018

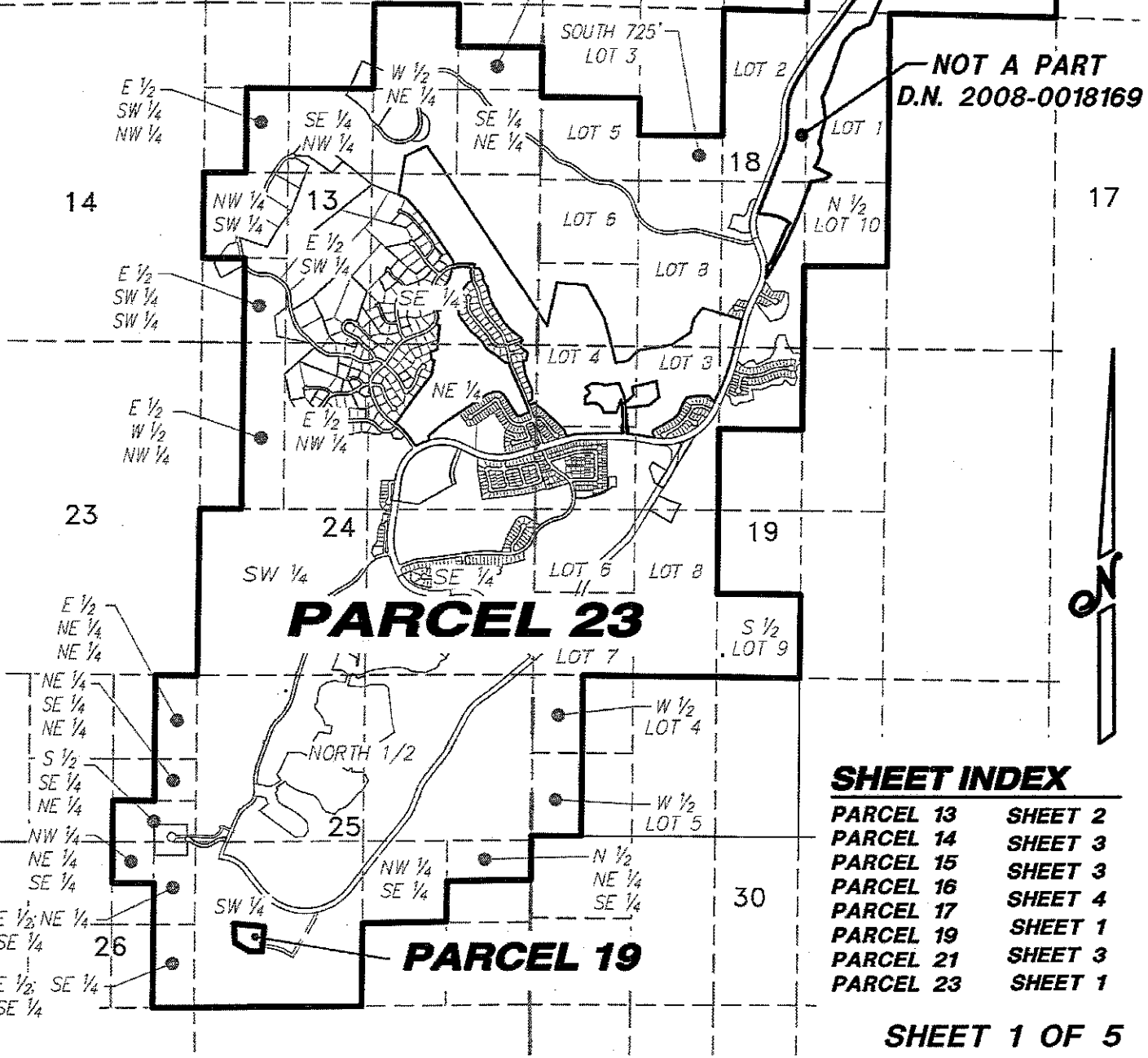
T6S R6E

T6S R7E

DRAFT
FOR DISCUSSION
PURPOSES 7/2/19

RANGE 6 EAST

RANGE 7 EAST

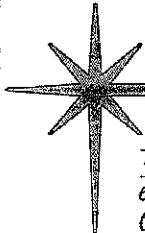


NOT A PART
D.N. 2008-0018169

SHEET INDEX

PARCEL 13	SHEET 2
PARCEL 14	SHEET 3
PARCEL 15	SHEET 3
PARCEL 16	SHEET 3
PARCEL 17	SHEET 4
PARCEL 19	SHEET 1
PARCEL 21	SHEET 3
PARCEL 23	SHEET 1

SHEET 1 OF 5



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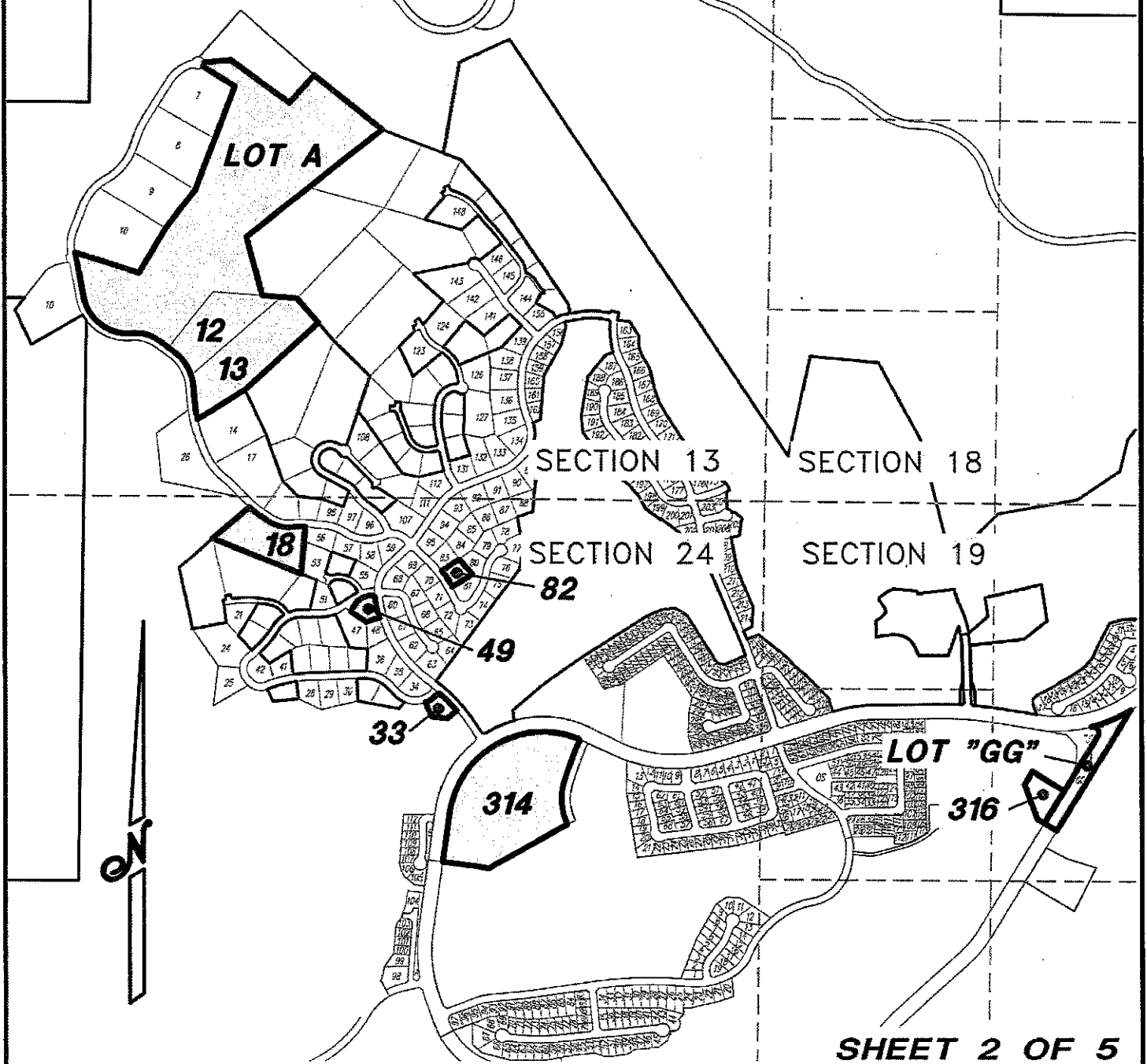
**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

LYING IN A PORTION OF
SECTIONS 13, 24, 25 & 26,
TOWNSHIP 6 SOUTH, RANGE 6 EAST, AND
A PORTION OF SECTIONS 7, 18, 19 & 30,
TOWNSHIP 6 SOUTH, RANGE 7 EAST,
MOUNT DIABLO MERIDIAN.
STANISLAUS COUNTY, STATE OF CALIFORNIA

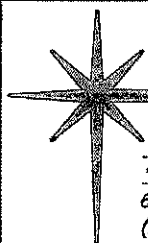
JOB NO: J13-1306
SCALE: NOT TO SCALE
DR BY: NC
FILE: 13-1306 2018 grant deed
base-inside pdp parcel.dwg
DATE: July 3, 2019

DRAFT
FOR DISCUSSION
PURPOSES 7/2/19

PARCEL 13



SHEET 2 OF 5

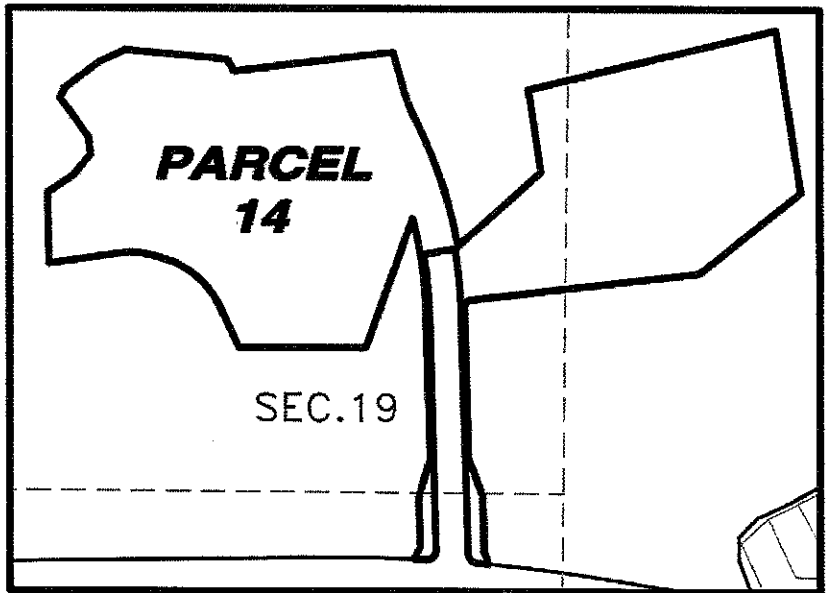


North Star
Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

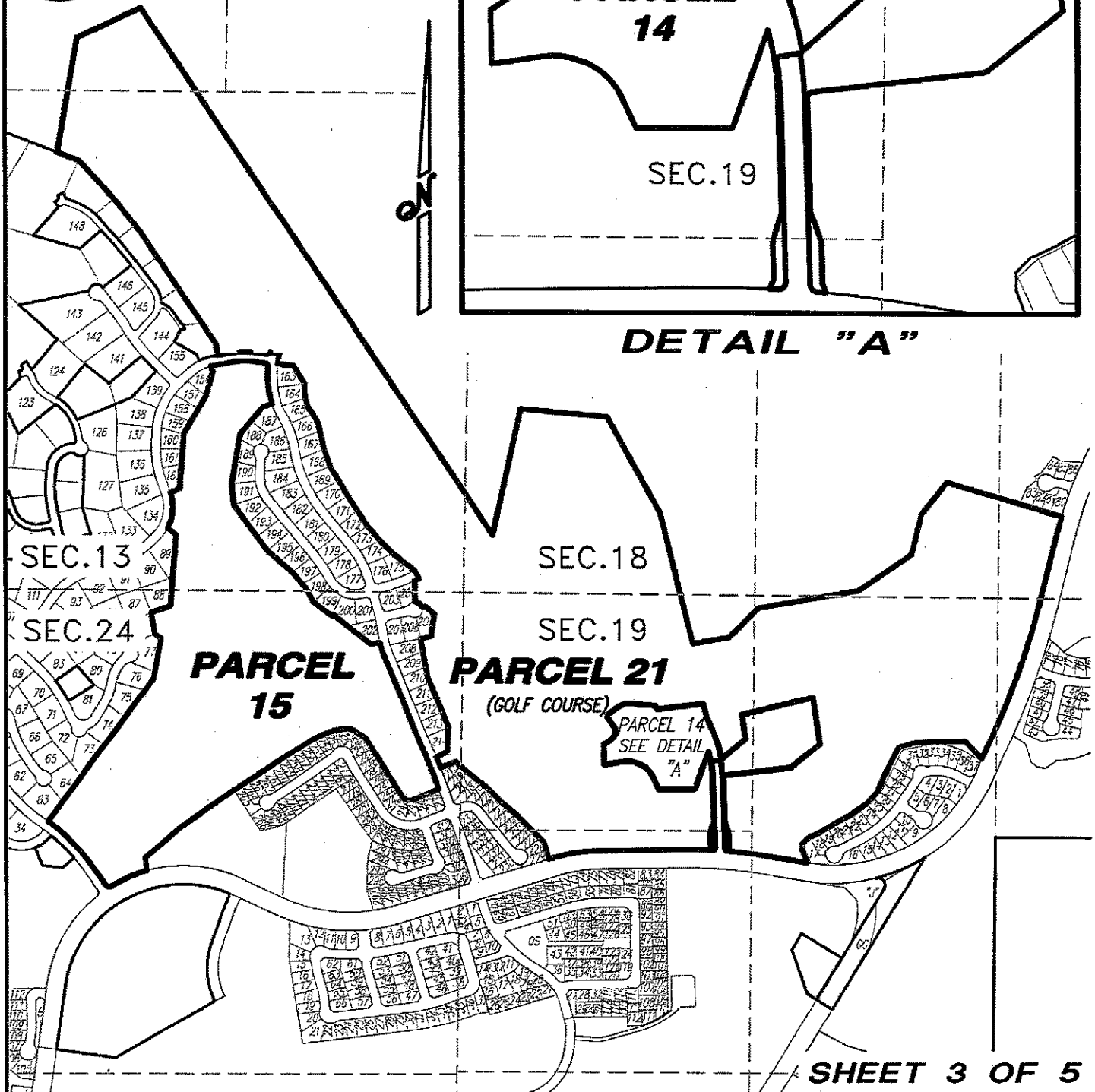
**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**
LYING IN A PORTION OF
SECTIONS 13 & 24,
TOWNSHIP 6 SOUTH, RANGE 6 EAST, AND
A PORTION OF SECTIONS 18 & 19,
TOWNSHIP 6 SOUTH, RANGE 7 EAST,
MOUNT DIABLO MERIDIAN.
STANISLAUS COUNTY, STATE OF CALIFORNIA

JOB NO: J13-1306
SCALE: NOT TO SCALE
DR BY: NC
FILE: 13-1306 2018 grant deed
base-inside pdp parcel.dwg
DATE: July 2, 2019

DRAFT
 FOR DISCUSSION
 PURPOSES 7/2/19



DETAIL "A"



SHEET 3 OF 5

North Star
Engineering Group, Inc.
 • CIVIL ENGINEERING • SURVEYING • PLANNING •
 620 12th Street Modesto, CA 95354
 (209) 524-3525 Phone (209) 524-3526 Fax

**PLAT TO ACCOMPANY
 LEGAL DESCRIPTION**
 LYING IN A PORTION OF
 SECTIONS 13 & 24,
 TOWNSHIP 6 SOUTH, RANGE 6 EAST, AND
 A PORTION OF SECTIONS 18 & 19,
 TOWNSHIP 6 SOUTH, RANGE 7 EAST,
 MOUNT DIABLO MERIDIAN,
 STANISLAUS COUNTY, STATE OF CALIFORNIA

JOB NO: J13-1306
 SCALE: NOT TO SCALE
 DR BY: NC
 FILE: 13-1306 2018 grant deed
 base-inside pdp parcel.dwg
 DATE: July 2, 2019

Exhibit G
Pending Litigation and Foreclosures

Pending Litigation

and Foreclosures

Access Dispute:

World International has brought an action in the Stanislaus County Superior Court, Case No. 2026937, in which World has sued Joseph and Kelli Souza, among others, to confirm World's pre-existing use and access rights over the Souzas' property through Section 16 and 22 to reach Sections 9, 15 and 23 located in the southwest portion of the World development. The Souzas have denied this right, but have not filed any cross-complaint. World obtained a preliminary injunction in the lawsuit, ensuring World's access pending resolution of the litigation. The lawsuit is currently in the discovery phase, settlement negotiations are ongoing and no trial date has been set. Both parties participated in mediation and are actively negotiating the settlement agreement. Further information can be obtained from the papers and pleadings on file in the action.

Employment Practice

On January 22, 2019, Jane Doe Filed a complaint at Stanislaus County Superior Court, Case No. CV-19-000409 against World and other employees for a serious of a series of employment and non-employment claims. The complainant, Jane Doe (Deborah Powers), is a former World employee. The claim has been filed with World's insurance agent. Both parties have agreed to settle and the final details have been finalized.

Total Outstanding and Unpaid Mello-Roos taxes

World International currently owes \$8,645,774.61 of unpaid Mello-Roos taxes. World received a payment demand letter dated October 31, 2019 regarding the potential foreclosure lawsuit if the delinquent amounts are not paid.

Lavelle Law Group APC

Date: February 6, 2020

WORLD INTERNATIONAL LLC
20420 MORTON DAVIS CIR.
PATTERSON CA 95363

Re: World International Diablo Grande Total Outstanding and Unpaid Mello-Roos taxes Updated and Valid through February 29, 2020.

Dear World International:

Please be advised that on behalf of the Western Hills Water District, the **World International current unpaid and outstanding Mello-Roos taxes for all parcels at Diablo Grande totals \$8,645,774.61.**

Attached please find an excel spreadsheet specifically setting forth the individual parcels and amounts due for all unpaid World International parcels. The updated and current outstanding amount due and owing is valid through February 29, 2020. Please remit payment to our office per our prior written demands as soon as possible.

Additionally, in the event that you are contemplating sale, or in escrow for sale of any or all of the unpaid parcels, as is your obligation under California Law, please formally and in writing inform any and all interested purchasers of all unpaid and outstanding World International Mello-Roos taxes, and specifically provide them with a copy of the updated World International Mello-Roos tax due summary attached included herewith.

Please do not hesitate to contact me should you have any questions.

Very truly yours,

JOSEPH C. LAVELLE

JOSEPH C. LAVELLE
LAVELLE LAW GROUP, APC

Enclosure.

LLG

1350 Columbia Street, Suite 500 San Diego, CA 92101
(619) 515-1498 Direct (619) 363-38351 Fax
joe@lavellelawgroup.com

Lavelle Law Group APC

October 31, 2019

WORLD INTERNATIONAL, LLC
1880 CENTURY PARK E STE 1016
LOS ANGELES, CA 90067

WORLD INTERNATIONAL, LLC
9501 MORTON DAVIS
PATTERSON, CA 95363

IMPORTANT LEGAL NOTICE
FORECLOSURE LAWSUIT IMMINENT

RE: WESTERN HILLS WATER DISTRICT DIABLO GRANDE CFD NO. 1
STANISLAUS COUNTY ASSESSOR'S PARCEL NUMBER: 025-025-056-000
OWNER(S): WORLD INTERNATIONAL, LLC

Please be advised that this law firm has been retained by Western Hills Water District (WHWD) to collect delinquent special taxes levied on the Assessor's Parcel Number (APN) as referenced above pursuant to the Mello-Roos Community Facilities Act of 1982 by means of a foreclosure lawsuit. The delinquent special taxes were removed from the County of Stanislaus tax roll and cannot be redeemed by payment to the County Tax Collector. **THIS SPECIAL TAX LIEN IS SUPERIOR TO ALL PRIVATE LIENS, AND ITS FORECLOSURE WILL ELIMINATE ALL OTHER PRIVATE INTERESTS IN THE PARCEL.**

You can avoid the foreclosure lawsuit by ensuring that a cashier's check or money order payable to WHWD for the total listed below is received by *Lavelle Law Group, APC* no later than November 15, 2019. This demand expires on this date. In order to ensure proper crediting, you must write the APN on your check and send it to:

WHWD
c/o Lavelle Law Group, APC
1350 Columbia Street, Suite 500
San Diego, CA 92101

PARCEL	YEAR	DEL AMOUNT	DEL PENALTY	RED PENALTY	ADMIN	ATTY FEES	COUNTY FEE	TOTAL
025-038-001-000	2017-18	\$54,486.80	\$5,448.68	\$13,894.13	\$230.00	\$750.00	\$40.00	\$74849.61
025-038-001-000	2018-19	\$64,948.50	\$6,494.85	\$4,871.14	\$230.00	\$750.00	\$40.00	\$77334.49
025-039-012-000	2017-18	\$955,280.22	\$95,528.02	\$243,596.46	\$230.00	\$750.00	\$40.00	\$1295424.70
025-039-012-000	2018-19	\$1,138,698.00	\$113,869.80	\$85,402.35	\$230.00	\$750.00	\$40.00	\$1338990.15
025-040-003-000	2017-18	\$68,300.00	\$6,830.00	\$17,416.50	\$230.00	\$750.00	\$40.00	\$93566.50
025-040-003-000	2018-19	\$68,300.00	\$6,830.00	\$5,122.50	\$230.00	\$750.00	\$40.00	\$81272.50
025-040-005-000	2017-18	\$61,157.50	\$6,115.75	\$15,595.16	\$230.00	\$750.00	\$40.00	\$83888.41
025-040-005-000	2018-19	\$72,900.00	\$7,290.00	\$5,467.50	\$230.00	\$750.00	\$40.00	\$86677.50
025-040-012-000	2017-18	\$3,510.90	\$351.09	\$895.28	\$230.00	\$750.00	\$40.00	\$5777.27
025-040-012-000	2018-19	\$4,185.00	\$418.50	\$313.88	\$230.00	\$750.00	\$40.00	\$5937.38
025-040-013-000	2017-18	\$44,735.58	\$4,473.56	\$11,407.57	\$230.00	\$750.00	\$40.00	\$61636.71
025-040-013-000	2018-19	\$53,325.00	\$5,332.50	\$3,999.38	\$230.00	\$750.00	\$40.00	\$63676.88
025-046-001-000	2017-18	\$370,625.80	\$37,062.58	\$94,509.58	\$230.00	\$750.00	\$40.00	\$503217.96
025-046-001-000	2018-19	\$441,787.50	\$44,178.75	\$33,134.06	\$230.00	\$750.00	\$40.00	\$520120.31
025-046-002-000	2008-09	\$24,330.26	\$2,433.03	\$45,619.24	\$460.00	\$750.00	\$40.00	\$73632.52

LLG

1350 Columbia Street, Suite 500, San Diego, CA 92101
(619) 515-1498 Direct (619) 515-1481 Fax
LavelleLawGroup.com

025-046-004-000	2017-18	\$571,313.02	\$57,131.30	\$145,684.82	\$460.00	\$750.00	\$40.00	\$775379.14
025-047-003-000	2017-18	\$3,000.00	\$300.00	\$765.00	\$230.00	\$750.00	\$40.00	\$5085.00
025-047-003-000	2018-19	\$3,000.00	\$300.00	\$225.00	\$230.00	\$750.00	\$40.00	\$4545.00
025-047-004-000	2017-18	\$417,683.10	\$41,768.31	\$106,509.19	\$230.00	\$750.00	\$40.00	\$566980.60
025-047-004-000	2018-19	\$497,880.00	\$49,788.00	\$37,341.00	\$230.00	\$750.00	\$40.00	\$856029.00
025-050-001-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-050-001-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-050-001-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-050-002-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-050-002-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-050-002-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-050-003-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-050-003-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-050-003-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-050-004-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-050-004-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-050-004-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-050-005-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-050-005-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-050-005-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-050-006-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-050-006-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-050-006-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-050-007-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-050-007-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-050-007-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-050-008-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-050-008-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-050-008-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-050-009-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-050-009-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-050-009-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-050-010-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-050-010-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-050-010-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-050-011-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-050-011-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-050-011-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-050-012-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-050-012-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-050-012-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-050-013-000	2009-10	\$3,000.00	\$300.00	\$5,085.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-050-013-000	2017-18	\$3,000.00	\$300.00	\$765.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-050-013-000	2018-19	\$3,000.00	\$300.00	\$225.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-051-001-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33

025-051-001-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-051-001-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-051-002-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-051-002-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-051-002-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-051-003-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-051-003-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-051-003-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-051-004-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-051-004-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-051-004-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-051-005-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-051-005-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-051-005-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-051-006-000	2009-10	\$2,400.00	\$240.00	\$4,068.00	\$153.33	\$750.00	\$40.00	\$7651.33
025-051-006-000	2017-18	\$2,400.00	\$240.00	\$612.00	\$153.33	\$750.00	\$40.00	\$4195.33
025-051-006-000	2018-19	\$2,400.00	\$240.00	\$180.00	\$153.33	\$750.00	\$40.00	\$3763.33
025-051-007-000	2009-10	\$15,932.50	\$1,593.25	\$27,005.59	\$153.33	\$750.00	\$40.00	\$7651.33
025-051-007-000	2017-18	\$20,374.50	\$2,037.45	\$5,195.50	\$153.33	\$750.00	\$40.00	\$4195.33
025-051-007-000	2018-19	\$24,286.50	\$2,428.65	\$1,821.49	\$153.33	\$750.00	\$40.00	\$3763.33
025-052-001-000	2017-18	\$58,043.00	\$5,804.30	\$14,800.97	\$460.00	\$750.00	\$40.00	\$7651.33
025-052-001-000	2018-19	\$69,187.50	\$6,918.75	\$5,189.06	\$460.00	\$750.00	\$40.00	\$4195.33
025-005-009-000	2018-19	\$378,000.00	\$37,800.00	\$28,350.00	\$230.00	\$750.00	\$40.00	\$445400.00
025-022-008-000	2018-19	\$1,200.00	\$120.00	\$90.00	\$230.00	\$750.00	\$40.00	\$2660.00
025-023-009-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-023-010-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-001-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-006-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-034-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-047-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-049-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-051-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-053-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-054-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-055-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-056-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-059-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-060-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-061-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-062-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-063-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-064-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-025-068-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-027-008-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50
025-027-012-000	2018-19	\$1,500.00	\$150.00	\$112.50	\$230.00	\$750.00	\$40.00	\$3012.50

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

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

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

Exhibit F
Assignment Agreement and Assumption Agreement

Assignment and Assumption of Intangible Property

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby expressly acknowledged, WORLD INTERNATIONAL, LLC, a Delaware limited liability company ("Assignor"), hereby assigns, transfers and conveys to ANGEL'S CROSSING, LLC, a California limited liability company ("Assignee") and Assignee hereby assumes and accepts any and all of Assignor's right, title and interest in to: (1) all of the Intangible Property; (2) the Liabilities; and (3) the Assumed Contracts and the WHWD Agreement, as those term are defined in that certain Agreement for Purchase and Sale of Diablo Grande entered into by Assignor, as seller, and Assignee as buyer, as of April 28, 2020 (the "Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

Assignee hereby assumes and agrees to keep, perform and fulfill all of Assignor's obligations under or with respect to the Assumed Contracts. Assignee further agrees to indemnify and defend Assignor against and hold Assignor harmless from all demands, claims, complaints, actions or causes of action, suits, proceedings, investigations, losses, damages, liabilities, costs and expenses pertaining to the performance or non-performance of Assignor's obligations, whenever arising, or in connection with the Intangible Property, Liabilities and/or the Assumed Contracts from and after the Closing Date in accordance with the terms of the Purchase Agreement.

[SIGNATURES ON FOLLOWING PAGE]

[Assignment and Assumption Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Intangible Property as of April __, 2020.

ASSIGNOR:

WORLD INTERNATIONAL, LLC
a Delaware limited liability company

By: Three60, LLC, its sole member

By: _____

By: Linda Marcos
Its: Manager

ASSIGNEE:

Name: _____
Its: _____

**SIGNATURE PAGE
TO
DEED OF TRUST AND SECURITY AGREEMENT**

IN WITNESS WHEREOF, this Security Instrument has been duly executed and delivered as of the date first above written.

BORROWER:

By: _____
Name: _____
Its: _____

WITNESS

By: _____
Name: _____
Its: _____

EXHIBIT “E”

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Martin Kosla (SBN 247224) Burke, Williams & Sorensen, LLP 1770 Iowa Avenue, Suite 240 Riverside, CA 92507-2479 TELEPHONE NO.: 951.788.0100 FAX NO. (Optional): 951.788.5785 E-MAIL ADDRESS (Optional): mkosla@bwslaw.com ATTORNEY FOR (Name): Plaintiff, Western Hills Water District	FOR COURT USE ONLY Electronically Filed 1/24/2023 2:40 PM Superior Court of California County of Stanislaus Clerk of the Court By: Marie Brillon, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS STREET ADDRESS: City Towers Bldg, 801 10 th Street, 4 th Floor MAILING ADDRESS: CITY AND ZIP CODE: Modesto 95354 BRANCH NAME:	CASE NUMBER: CV-21-003177
PLAINTIFF/PETITIONER: WESTERN HILLS WATER DISTRICT, ETC. DEFENDANT/RESPONDENT: ANGELS CROSSING LLC, ET AL.	
<div style="text-align: center;"> NOTICE OF ENTRY OF JUDGMENT OR ORDER </div> <p>(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE <input type="checkbox"/> LIMITED CASE (Amount demanded exceeded \$25,000) (Amount demanded was \$25,000 or less)</p>	

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): January 19, 2023
2. A copy of the judgment, decree, or order is attached to this notice.

Date: **January 23, 2023**

Martin Kosla

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)



(SIGNATURE)

PLAINTIFF/PETITIONER: WESTERN HILLS WATER DISTRICT, ETC.	CASE NUMBER: CV-21-003177
DEFENDANT/RESPONDENT: ANGELS CROSSING LLC, ET AL	

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my ~~residence~~ or business address is (*specify*):

1770 Iowa Avenue, Suite 240, Riverside, CA 92507-2479

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. deposited the sealed envelope with the United States Postal Service.
- b. placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*): **January 24, 2023**
- b. from (*city and state*): **Riverside, California**

4. The envelope was addressed and mailed as follows: **SEE ATTACHMENT TO PROOF OF SERVICE (form POS-030(P))**

- a. Name of person served:
- c. Name of person served:

Street address: 1
City:
State and zip code:

Street address:
City:
State and zip code:

- b. Name of person served:
- d. Name of person served:

Street address:
City:
State and zip code:

Street address:
City:
State and zip code:

Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

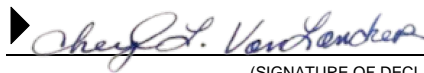
5. Number of pages attached.

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

Date: **January 24, 2023**

Cheryl L. VanLancker

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

SHORT TITLE: WESTERN HILLS WATER DISTRICT, ETC., v. ANGELS CROSSING LLC, ET AL	CASE NUMBER: CV-21-003177
--	------------------------------

ATTACHMENT TO PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL (PERSONS SERVED)

(This Attachment is for use with form POS-030)

NAME AND ADDRESS OF EACH PERSON SERVED BY MAIL:

Name of Person Served

Address (number, street, city, and zip code)

Angels Crossing, LLC
 c/o June D. Coleman
 Managing Attorney - California Office
 Messer Strickler Ltd.
 5960 South Land Park Drive #1059
 Sacramento, CA 95822

Zer Iyer, Esq.
 Hughes Gill Cochrane Tinetti, P.C.
 2820 Shadelands Dr., Ste. 160
 Walnut Creek, CA 94598

Attorney for Diablo Grande Residential Association

Attorney for Angels Crossing, LLC

World International, LLC
 Registered Agent
 Koy Saevang
 CSC Lawyers Incorporating Service
 2710 Gateway Oaks Dr., 150 N.
 Sacramento, CA 95833

Courtesy Copy:
 Eduardo Martinez
 World International, LLC
 20240 Panoz Rd.
 Patterson, CA 95363

1 Martin Kosla, State Bar No. 247224
E-mail: mkosla@bwslaw.com
2 Burke, Williams & Sorensen, LLP
1770 Iowa Avenue, Suite 240
3 Riverside, CA 92507-2479
Tel: 951.788.0100 Fax: 951.788.5785

4 Attorneys for Plaintiff
5 WESTERN HILLS WATER DISTRICT

EXEMPT FROM FILING FEES PER GOV.
CODE § 6103
Electronically Filed
1/19/2023
Superior Court of California
County of Stanislaus
Clerk of the Court
By: James Xiong, Deputy

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF STANISLAUS

10 WESTERN HILLS WATER DISTRICT, a
California water district, on behalf of
11 Diablo Grande Community Facilities
District No. 1,

12 Plaintiff,

13 v.

14 ANGELS CROSSING LLC, a California
15 limited liability company; WORLD
INTERNATIONAL, LLC, a Delaware
16 limited liability company; DIABLO
GRANDE RESIDENTIAL
17 ASSOCIATION; and DOES 1 THROUGH
100, INCLUSIVE,

18 Defendants.
19

Case No. CV-21-003177

~~PROPOSED~~ JUDGMENT IN JUDICIAL
FORECLOSURE; ORDER OF SALE
THEREON

Judge: Hon. Stacy P. Speiller

Action Filed: 6/16/21

Trial Date: Vacated after granting of MSJ

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~~PROPOSED~~ **JUDGMENT IN JUDICIAL FORECLOSURE;
ORDER OF SALE THEREON**

The above-entitled cause came on regularly for hearing on the motion for summary judgment in judicial foreclosure or, in the alternative, summary adjudication (“MSJ”) filed by Plaintiff WESTERN HILLS WATER DISTRICT (“DISTRICT”), on behalf of Community Facilities District No. 1 (“CFD No. 1”), against Defendants ANGELS CROSSING LLC (“ANGELS CROSSING”) and WORLD INTERNATIONAL, LLC (“WORLD”) (collectively, “DEFENDANTS”). Martin Kosla appeared telephonically for the DISTRICT. June Coleman appeared telephonically for ANGELS CROSSING. There were no other appearances.

Based on the evidence submitted by the DISTRICT, and DEFENDANTS having failed to present any admissible evidence to the contrary, the Court granted the MSJ in favor of the DISTRICT and against DEFENDANTS, as per the Court’s Minute Order dated November 22, 2022, which is attached hereto as **Exhibit “1,”** and incorporated herein by this reference.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

The DISTRICT is entitled to entry of a Judgment in Judicial Foreclosure on its Complaint against DEFENDANT on the terms set forth in the following paragraphs:

1. The parcels of real property which are the subject matter of this Judgment in Judicial Foreclosure are identified by the Stanislaus County Assessor’s Parcel Numbers (“APN”) listed in **Exhibit “2”** attached hereto and fully incorporated herein by this reference, and as further and legally described in **Exhibit “3”** attached hereto and fully incorporated herein by this reference (“PROPERTY”), with:

(a) ANGELS CROSSING being the current owner of APNs 025-005-010-000 [No. 1], 025-038-001-000 [No. 2], 025-039-013-000 [No. 3], 025-039-015-000 [No. 4], 025-039-018-000 [No. 5], 025-039-020-000 [No. 6], 025-040-003-000 [No. 8], 025-040-005-000 [No. 9], 025-040-016-000 [No. 10], 025-046-008-000 [No. 11], 025-046-014-000 [No. 12], 025-047-003-000 [No. 13], 025-047-010-000 [No. 14] and 025-048-001-000 [No. 15], as listed in Exhibit “2.”

(b) WORLD being the current owner of APN 025-039-021-000 [No. 7], as listed in Exhibit “2.”

1 2. With regard to the physical characteristics of the PROPERTY:

2 (a) The following parcels are vacant and unimproved land with no residential
3 dwellings of 1-4 units on them: APNs 025-005-010-000 [No. 1]; 025-039-013-000 [No. 3]; 025-
4 039-015-000 [No. 4]; 025-039-018-000 [No. 5]; 025-039-020-000 [No. 6]; 025-040-003-000 [No.
5 8]; 025-040-016-000 [No. 10]; and 025-048-001-000 [No. 15].

6 (b) The following parcels are zoned for recreational use (i.e. golf course) and
7 contain no residential dwellings of 1-4 units on them: APNs 025-038-001-000 [No. 2]; 025-039-
8 021-000 [No. 7]; 025-046-008-000 [No. 11]; and 025-046-014-000 [No. 12].

9 (c) The following parcel is zoned as a vineyard and contains no residential
10 dwellings of 1-4 units on it: APN 025-040-005-000 [No. 9].

11 (d) The following parcels contain a residential dwelling on them: APN 025-
12 047-003-000 [No. 13]; and 025-047-010-000 [No. 14].

13 3. The PROPERTY is located within the established geographical boundaries of CFD
14 No. 1.

15 4. The DISTRICT issued special tax bonds upon the security of the special taxes
16 levied within CFD No. 1 pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter
17 2.5 of Part 1 of Division 2 of Title 5, commencing with § 53311 of the California *Government*
18 *Code*).

19 5. The unpaid special taxes levied against the PROPERTY within CFD No. 1 are
20 delinquent in the principal amounts set forth in **Exhibit “4”** attached hereto and fully
21 incorporated herein by this reference, together with statutory penalties¹ and interest,²
22 administrative costs and attorney’s fees and costs accrued in pursuit of foreclosure, all of which
23 have not been paid.

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26 ¹ See, California *Revenue and Taxation Code* §§ 2704 and 2705 which grant authority to collect a
penalty of 10% of the principal amount on the delinquency date.

27 ² See, California *Revenue and Taxation Code* § 4103 which grants authority to collect a
28 redemption penalty of 1.5% per month of the principal installment amount beginning July 1 of the
year of the tax default to time of redemption.

1 6. The DISTRICT is thus entitled to a Judgment in Judicial Foreclosure pursuant to
2 California *Government Code* §§ 53356.1, *et seq.*, as well as a declaratory judgment pursuant to
3 California *Code of Civil Procedure* § 1060 and California *Revenue and Taxation Code* § 3712(f).

4 7. DEFENDANTS are not entities against which a deficiency may be ordered in this
5 action and are therefore not personally liable for payment of the sums secured by the special tax
6 lien set forth in the Complaint or in this Judgment in Judicial Foreclosure.

7 8. With regard to the delinquent special taxes levied against the PROPERTY in CFD
8 No. 1, DEFENDANTS are indebted to the DISTRICT in the aggregate sums listed in the
9 spreadsheet attached hereto as **Exhibit “5”** and incorporated herein by this reference, all of which
10 sums constitute a lien against the PROPERTY.

11 9. The cumulative total amount due as of the date of this Judgment in Judicial
12 Foreclosure, inclusive of all principal, penalties, interest, fees and costs, is thus **\$13,761,812.19**,
13 plus daily post-judgment interest of **\$3,770.36**, or at the rate of 10% per annum, in the event this
14 Judgment in Judicial Foreclosure is subsequently amended.

15 10. Additional installments of special taxes for subsequent tax years may become,
16 have become, or will become delinquent if not paid on or before December 10 and April 10 for
17 the respective tax years. A penalty of 10% of each principal installment attaches to each
18 installment on its delinquency date pursuant to California *Revenue and Taxation Code* §§ 2704
19 and 2705; and a redemption penalty of 1.5% (referred to herein as “Interest”) of each principal
20 installment attaches on the next succeeding July 1, and on the first of each month thereafter
21 pursuant to California *Revenue and Taxation Code* § 4103.

22 11. At any time prior to the foreclosure sale of the PROPERTY, in accordance with
23 California *Government Code* § 53356.1(c), the DISTRICT shall have the right to amend the
24 Judgment in Judicial foreclosure to include any or all additional special tax installments in CFD
25 No. 1 that become delinquent, including interest, penalties, costs, fees, and other charges.

26 12. The PROPERTY will be sold, at a minimum, for the amount adjudged to be due
27 against it, which is identified in Exhibit “5” and in Paragraph 9 above, together with the costs of
28 the foreclosure sale and daily post-judgment interest at the rate of 10% per annum, which the

1 Sheriff of Stanislaus County (“Sheriff”) is hereby authorized to include in the minimum bid price
2 (“MINIMUM PRICE”) in the manner prescribed by law, including but not limited to California
3 *Code of Civil Procedure* §§ 680.010 to 724.260, and California *Government Code* §§
4 53356.5(a)(4) and 53356.6.

5 13. Notwithstanding California *Code of Civil Procedure* § 70 1.545, pursuant to
6 California *Government Code* § 53356.5(a), notice of sale of any lot or parcel included in the
7 Judgment in Judicial Foreclosure may be given pursuant to California *Code of Civil Procedure* §
8 701.540 any time after the expiration of 20 days after the date the notice of levy on the interest in
9 the PROPERTY was served on the judgment debtor(s), and the thirty (30) day time period
10 contained in subdivision (h) of § 701.540 shall be reduced to ten (10) days.³

11 14. At the foreclosure sale, the Sheriff shall offer the PROPERTY for sale at the
12 MINIMUM PRICE, as it may be amended pursuant to Paragraph 11, plus statutory post-judgment
13 interest and the costs of execution and sale (including Sheriff’s fees, and attorney’s fees and
14 costs).⁴ If, after being offered for sale by the Sheriff at the MINIMUM PRICE, the entire
15 PROPERTY does not sell at the foreclosure sale, at the DISTRICT’s sole request and discretion,
16 the Sheriff shall immediately offer each of the parcels listed in Exhibit “2,” and legally described
17 in Exhibit “3,” individually for sale for the respective amounts owing against them, as stated in
18 the spreadsheet attached as Exhibit “5,” plus statutory post-judgment interest and the costs of
19 execution and sale (including Sheriff’s fees, and attorney’s fees and costs).

20 15. The DISTRICT may purchase the PROPERTY (or any of the 15 individual parcels
21 listed in Exhibit “2”) at the foreclosure by way of a credit bid in accordance with California
22 *Government Code* § 53356.5(a)(5).

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26 ³ This paragraph shall not apply to the following parcels of land because they contain a residential
dwelling on them: APN 025-047-003-000 [No. 13]; and 025-047-010-000 [No. 14].

27 ⁴ At the DISTRICT’s sole request and discretion, the Sheriff shall exclude APN 025-047-003-000
28 [No. 13] and 025-047-010-000 [No. 14] from the initial foreclosure sale and offer those parcels
for sale at a separate foreclosure sale.

1 16. From the proceeds of the sale of the PROPERTY, the Sheriff shall pay to the
2 DISTRICT, after deducting costs and expenses of that levy and sale, the sums adjudged due to the
3 DISTRICT in Paragraphs 9 and 12 above, together with post-judgment interest at the rate of 10%
4 per annum from the date of entry of the Writ of Sale for this Judgment in Judicial Foreclosure.

5 17. The PROPERTY shall continue to be subject to the continuing lien of special taxes
6 in favor of the DISTRICT for the payment of all unpaid special taxes in CFD No. 1, including
7 interest, penalties, fees, costs and other charges accruing and unpaid subsequent to the entry of
8 this Judgment in Judicial Foreclosure.

9 18. The purchaser of the PROPERTY shall take the PROPERTY subject to (a) all and
10 any special taxes levied against the PROPERTY in CFD No. 1 which are not included in this
11 Judgment in Judicial Foreclosure, including all such special tax installments which may become
12 due or delinquent subsequent to the date of this Judgment in Judicial Foreclosure, together with
13 the penalties and interest thereon; and (b) all due, delinquent and unpaid general property taxes
14 and tax liens before and after the Judgment in Judicial Foreclosure.

15 19. If any surplus remains after the payments specified in Paragraph 16 are made, the
16 surplus will be distributed to those persons or entities entitled to the surplus, or any portion
17 thereof, in the manner prescribed by *California Code of Civil Procedure* §§ 701.820, 701.830 and
18 727.

19 20. Upon completion of the sale of the PROPERTY pursuant to this Judgment in
20 Judicial Foreclosure, the Sheriff shall execute a Deed of Sale to the purchaser, who may then take
21 possession of such real property, if necessary, with the assistance of the Sheriff.

22 21. The sale of the PROPERTY pursuant to this Judgment in Judicial Foreclosure
23 shall not be subject to a post-sale right of redemption.

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22. Upon completion of the sale of the PROPERTY pursuant to this Judgment in Judicial Foreclosure, DEFENDANT, and all persons claiming from or under it, all persons and their personal representatives having liens subsequent and subordinate, inferior and/or junior to the DISTRICT's continuing special tax lien by judgment, decree, or otherwise on such parcels, all persons and their heirs, or personal representatives having any lien or claim by or under such lien, judgment or decree, all persons claiming under them, and all persons claiming to have acquired any estate or interest in the premises after the recording of the "Notice of Pendency of Action in Judicial Foreclosure" with the Stanislaus County Recorder, which took place on September 13, 2021, as Document No. 2021-0087168, shall be forever barred and foreclosed from all equity of, redemption in, and claim, right or interest in, the PROPERTY from and after delivery of the Deed of Sale by the Sheriff.

Dated: 1/13, 2023



JUDGE OF THE SUPERIOR COURT
STACY P SPEILLER

EXHIBIT “1”

Exhibit "1"
(Minute Order Attached)

SUPERIOR COURT, STATE OF CALIFORNIA, COUNTY OF STANISLAUS

WESTERN HILLS WATER DISTRICT

VS.

ANGELS CROSSING LLC

PLAINTIFF

DEFENDANT

MINUTE ORDER RE: Decision on Plaintiff's Motion for Summary Judgment in Judicial Foreclosure or, in the Alternative, Summary Adjudication; Plaintiff's Request for Judicial Notice

JUDGE: STACY SPEILLER

Bailiff: None

No. CV-21-003177

Clerk: C.Gonzalez

Reporter: NONE

Date: 11/22/2022

Modesto, California

APPEARANCES: NONE

IT IS SO ORDERED

Court confirms its tentative ruling as follows:

Plaintiff's Motion for Summary Judgment in Judicial Foreclosure or, in the Alternative, Summary Adjudication - **GRANTED**. Plaintiff's Request for Judicial Notice is **GRANTED**.

The Court awards \$39,988.50 in attorney's fees and \$5,094.50 in paralegal fees, plus legal costs and expenses of \$2,064.55, to plaintiff Western Hills Water District and against defendants Angels Crossing, LLC and World International LLC, jointly and severally.

The fact that World International is no longer represented by counsel is not a reason to cause the Court to delay in making its ruling, because the Court has given World International sufficient warning and time to obtain new counsel and/or to request a continuance of the hearing.

On October 6, 2022, the Court granted defendant World International's counsel's Motion to be Relieved as Counsel. Carmen Millan, an accountant for World International, was present at the hearing. The Court advised Ms. Millan that a business entity cannot legally represent itself, and therefore new counsel must be obtained in this matter. The Court further advised Ms. Millan of the upcoming hearing dates, and that these dates needed to be given to new counsel. The Court ordered that the Order would become effective upon the filing of the proof of service of the signed order upon World International. The proof of service was filed on October 18, 2022.

There are no Issues of Material Fact Concerning the Validity of the Special Taxes or the Delinquency in Payment

Pursuant to the provisions of *Government Code Section 53356.4*, there are only three requirements that plaintiff must establish to make a prima facie case in judicial foreclosure under the Mello-Roos Act against a property owner for delinquent special taxes.

MINUTE ORDER

The foreclosure action shall be brought in the name of the local agency or trustee on behalf of the bondholders pursuant to Section 53356.1, and may be brought within the time specified in Section 53356.1. The complaint may be brief and need only include the following allegations:

(a) That on a stated date, a certain sum of special taxes, levied against the subject property (describing it) pursuant to this chapter, became delinquent.

(b) On that date, bonds issued pursuant to this chapter, payable in whole or in part by the subject special taxes, were outstanding.

(c) That the legislative body or trustee has ordered the foreclosure.

Plaintiff has satisfied all of the above requirements.

On September 24, 2000, plaintiff adopted Resolution No. 2000-06 to establish Community Facilities District No. 1 ("CFD No. 1") pursuant to the Mello-Roos Act, and to levy a special tax. *UMF No.'s 1 & 2.*

Angels Crossing argues that plaintiff has not shown that it obtained a 2/3 vote of the residents to enact the Mello-Roos taxes, as required by *California Constitutions, Article XIII D, Section 6(c).*

This argument has no merit. When there are less than 12 registered voters in the district, then pursuant to *Government Code Section 53326(b)* the vote shall be by the landowners, who shall have one vote for each acre of portion of an acre that he or she owns. At the time of the formation of the District all of the land was owned by a single developer. This is stated in the Official Statement for the Bonds. *Appendix of Evidence, Exhibit D, Exhibit J, Exhibit K, Exhibit N, and Exhibit P, Official Statements for the 2001, 2002, 2004, 2005, 2014, and 2015 Bonds.*

On December 12, 2000, pursuant to the Mello-Roos Act and the requirements of *Streets and Highways Code Section 3114.5*, plaintiff caused a Notice of Special Tax Lien to be recorded, as Document No. 2000-0105732-00 in Stanislaus County, to secure payment of the special taxes pursuant to the duly authorized Rate and Method of Apportionment of Special Tax levied against all real property within CFD No. 1. *UMF No. 3.*

Between July 5, 2001 and July 8, 2015, plaintiff adopted multiple resolutions which authorized the issuance of special tax bonds, a Fiscal Agent Agreement and supplements to that agreement, and resolutions to incur bonded indebtedness. Plaintiff also recorded amended tax liens. *UMF No.'s 4 - 11.*

The special taxes levied in CFD No. 1 are authorized to be collected in the same manner as ordinary property taxes and become delinquent if not paid semi-annually on December 10th and April 10th of each year. *UMF No. 12.*

However, the special taxes are different from ordinary property taxes because once the requisite Notice of Intent to Remove Delinquent Special Tax Installments from the Tax Roll has been recorded, the County Tax Collector is no longer authorized to accept payment for the delinquent special taxes on behalf of the plaintiff. *UMF No. 13.* The delinquent special taxes must be recovered by plaintiff through a judicial foreclosure action. *UMF No. 14.*

A one-time penalty in the amount of 10% of a delinquent special tax installment accrues and is due and payable on the statutory delinquency date of a delinquent special tax installment, and a monthly redemption penalty in the amount of 1.5% of a delinquent special tax installment accrues and is due and payable on the next succeeding July 1st and on the first of each month thereafter until the delinquent special tax installment is paid. *UMF No.'s 15 & 16.*

Special taxes became delinquent for certain tax years. *UMF No. 17.* The principal amounts of the delinquent special taxes total \$8,169,461.33. *UMF No. 18.*

On December 14, 2018, October 11, 2019, and April 19, 2021, plaintiff caused Notices of Intent to Remove Delinquent Special Tax Installments from Tax Roll to be recorded for tax years 2017/2018, 2018/2019, and 2019/2020. *UMF No.'s 19 - 21.*

Subsequently the Board of Directors for plaintiff authorized the bringing and prosecution of this foreclosure action to recover the delinquencies. *UMF No. 22.*

Defendant Angels Crossing LLC is the current owner of 14 parcels of land within CFD #1, and defendant World International LLC is the owner of 1 parcel within CFD #1. *UMF No.'s 23 & 24.*

Defendant Diablo Grande Residential Association owned an interest in one of the parcels, but the Association has disclaimed that interest. *UMF No.'s 25 & 26.*

Only two of the parcels contain residential units. *UMF No.'s 27 - 31.*

Plaintiff has shown that defendants have not paid the special taxes levied in CFD NO. 1 against the properties, and that the amount owed to plaintiff as of August 1, 2022, is \$13,761,927.19. *UMF No.'s 32 & 33.*

Defendants Have No Valid Defense to this Action

The defendants have no valid defense to this action. Even if there was an issue of material fact as to whether or not the special taxes were validly issued, defendants cannot challenge the validity of the special taxes, both because defendants have not paid the taxes first and because the statute of limitations has run.

Pursuant to *The California Constitution, Article XIII, Section 32, and Revenue and Taxation Code Section 4807*, in order to assert a defense, defendants would have had to have paid the taxes first. *Section 4807* "...creates a statutory bar to orders enjoining the collection of a county tax which is comparable to the constitutional prohibition against enjoining the collection of a state-imposed tax." *Connolly v. County of Orange* (1992) 1 Cal. 4th 1105, 1114.

Plaintiff has shown that the defendants have failed to pay any of the delinquent special taxes. *UMF No.'s 18, 32, 33, 36, 37, 38 & 39.* Therefore, defendants are not entitled to assert a defense.

Additionally, even if defendants had paid the special taxes before filing

answer to the complaint, the defendants would still be unable to assert a defense because the statute of limitations has run.

The statute of limitations to challenge the validity of special taxes is set forth in *Government Code Section 53359*, which provides that an action to determine the validity of bonds or the validity of any special taxes must be brought within 30 days after the voters approve the issuance of the bonds or the special tax. Also, *Government Code Section 53341* provides that any action or proceeding to attack, review, set aside, void or annul the levy of a special tax or an increase in a special tax shall be commenced within 30 days after the special tax is approved by the voters.

The statute of limitations has long since run. As set forth above, the special taxes were levied in 2000 and bonds were issued in 2001. *UMF No.'s 2 - 5*. The last set of special tax bonds were issued in 2015. *UMF No.'s 10 - 11*.

Angels Crossing Cannot Show that it is Entitled to an Offset

Angels Crossing argues that it is entitled to an offset because of amounts allegedly owed to it by plaintiff. However, the existence of an alleged offset is not supported by any evidence submitted by Angels Crossing. The Master Agreement between the District and the prior property owner, Diablo Grande Limited Partnership, entered into in 1998, related only to the provision of water, sewer and storm drainage services. *Opposition, Hale Declaration, paragraph 3, Exhibit 12, Master Agreement*. As this agreement was entered into before the issuance of the 2001 Bonds and before any special taxes had been levied, no offset could have been contemplated by the parties to that agreement.

The Addendum was entered into the by District and defendant World International LLC in 2009 regarding World International's purchase of the property from Diablo Grande and its assumption of the Master Agreement. As this agreement was entered into in 2009, it could not have contained an offset for tax years 2018-2019 and 2019-2020 delinquencies which are the subject of this foreclosure action. Additionally, the Addendum did not mention an offset for any special tax delinquencies. *Opposition, Hale Declaration, paragraph 4, Exhibit 13, Addendum*.

The Assignment to Angels Crossing was entered into by the District, Angels Crossing and World in 2020 after Angels Crossing purchased the properties from World. Although the recitals in the Assignment mention an alleged \$16.8 million dollar loan that had been made to the District and World being in default of its obligations to pay \$8.7 million in special taxes, nothing is actually stated in that document that the parties have agreed to offset the two amounts. *Opposition, Hale Declaration, paragraph 2, Exhibit 11, Assignment*.

Also, Angels Crossing cannot rely on any alleged offset or any alleged failure by the District to perform its contractual obligations as a defense to prevent the collection of the delinquent special taxes. Plaintiff is a nominal plaintiff only, suing on behalf of bondholders whose obligation was to pay for the bonds. The bondholders have no obligation to defendants which are subject to offset.

...disputes between property owners and the issuing entity of bonds

under the Act, whether related to construction of the improvements or other matters, cannot constitute defenses to an action by those entitled to payment to foreclose a lien securing a levy made under the taxing power. Harvills' claim CFD failed to perform contractual obligations, thereby excusing payment of special taxes, is not a defense to this type of action.

Community Facilities District No. 8808 v. Harvill (1999) 74 Cal. App. 4th 878, 881.

"Where...it is undisputed ...special taxes remain unpaid, the court cannot prevent or enjoin the collection of those taxes." *Id.* at 882.

It is undisputed that the delinquent special taxes have not been paid. *UMF No.'s 18 and 33*. Therefore Angels Crossing cannot rely on any alleged offset or any alleged failure by the District to perform its contractual obligations.

Angels Crossing argues that because the penalties accrued before Angels Crossing owned the properties, such penalties should not be awarded against Angels Crossing.

There is no merit to this argument because the penalties and interest on delinquent special taxes continue to accrue even after there is a change in ownership. *Govt. Code 53356.1.5*.

Plaintiff's Claimed Attorney's Fees and Costs are Reasonable

Plaintiff also seeks attorney's fees in connection with this action pursuant to *Government Code Sections 53356.3(c) (payment of attorney's fees authorized by the local agency) and 53356.5(b) (the judgment shall include reasonable attorneys' fees and costs)*.

Plaintiff claims that the attorneys have spent 150.9 hours at the rate of \$265.00 per hour, and the paralegals have spent 44.3 hours at the rate of \$115.00 per hour. *Kosla Declaration, paragraphs 4 and 5, attached as Exhibit W to Volume 21*. This totals \$45,083.00 (\$39,988.50 in attorney's fees and \$5,094.50 in paralegal fees), plus legal costs and expenses of \$2,064.55. *Id.* at paragraph 6.

Angels Crossing claims that the attorney's and paralegal hourly rates are reasonable, but that the time estimates are excessive. Defendant argues that 25 hours of attorney time and 10 hours of paralegal time is reasonable.

Angels Crossing seriously underestimates the time necessary to prepare for and prosecute this action. Plaintiff's counsel had to review all of the various delinquency reports and spreadsheets prepared by plaintiff's delinquency management company and correspondence about the delinquencies, review numerous Official Statements concerning the issuance of multiple series of bonds, obtain and review litigation guarantees, review the various resolutions and recorded documents and notices of intent, prepare the complaint, engage in settlement discussions, prepare discovery requests, and prepare the moving and reply papers for the summary judgment motion.

EXHIBIT “2”

Exhibit “2”
(List of Delinquent APNs)

<u>No.</u>	<u>APN</u>	<u>Former APN</u>	<u>Owner</u>	<u>Description of Property</u>
1.	025-005-010-000	025-005-009-000	Angels Crossing LLC	Undeveloped land north of Ranch Golf Course / entrance to community
2.	025-038-001-000	-	Angels Crossing LLC	Holes 1-2 and 16-18 of Ranch Golf Course
3.	025-039-013-000	025-039-012-000 (part of)	Angels Crossing LLC	Undeveloped land west of Ranch Golf Course
4.	025-039-015-000	025-039-012-000 (part of)	Angels Crossing LLC	Undeveloped land north of Ranch Golf Course
5.	025-039-018-000	025-039-012-000 (part of)	Angels Crossing LLC	Undeveloped land north of Ranch Golf Course
6.	025-039-020-000	025-039-012-000 (part of)	Angels Crossing LLC	Undeveloped land east of Ranch Golf Course
7.	025-039-021-000	025-039-012-000 (part of)	World International, LLC	Holes 3-15 of Ranch Golf Course
8.	025-040-003-000	-	Angels Crossing LLC	Vineyard / site for hotel
9.	025-040-005-000	-	Angels Crossing LLC	Vineyard / golf course maintenance shed
10.	025-040-016-000	025-040-012-000; 025-040-013-000	Angels Crossing LLC	Undeveloped land / storage area / old runway

11.	025-046-008-000	025-046-001-000; 025-040-001-000	Angels Crossing LLC	Club house / part of Legends Golf Course
12.	025-046-014-000	025-046-004-000; 025-046-005-000	Angels Crossing LLC	Part of Legends Golf Course / undeveloped land
13.	025-047-003-000	-	Angels Crossing LLC	Lot with house (surrounded by APN 025-047-010-000)
14.	025-047-010-000	025-047-004-000	Angels Crossing LLC	Part of Legends Golf Course / large lot with house
15.	025-048-001-000	-	Angels Crossing LLC (Lienholder: Diablo Grande Residential Association)	Undeveloped land (surrounded by Holes 3-15 of Ranch Course)

EXHIBIT “3”

Exhibit "3"
(Legal Descriptions)

1. APN 025-005-010-000 (formerly 025-005-009-000) (undeveloped land north of Ranch Golf Course / entrance to community) (Owner: Angels Crossing LLC)

This parcel, among others, is legally described in Exhibit "A" to the Grant Deed recorded on May 7, 2020, as Document No. 2020-0031614-00 in the Official Records of Stanislaus County, California, under the heading "Parcel 23," as follows:

PARCEL 23:

LYING IN A PORTION OF SECTIONS 13, 24, 25 & 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 7, 18 AND 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA. THE FOLLOWING DESCRIPTION COMPRISES ONE LEGAL PARCEL AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7.

THE SOUTHEAST QUARTER OF SAID SECTION 7.

LOT 10 OF SAID SECTION 7.

LOTS 1, 2, 5, 6, 7, 8, 9 OF SAID SECTION 18.

THE NORTH HALF OF LOT 10 OF SAID SECTION 18.

THE SOUTH 725 FEET OF LOT 3 OF SAID SECTION 18.

THE NORTH HALF OF LOT 2 OF SAID SECTION 19.

LOTS 3, 4, 5, 6, 7, 8 OF SAID SECTION 19.

THE SOUTH HALF OF LOT 9 OF SAID SECTION 19.

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.

THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13.

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.

THE SOUTHEAST QUARTER OF SAID SECTION 13.

THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13.

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.

THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.

THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.

THE NORTHEAST QUARTER OF SAID SECTION 24.

THE SOUTHEAST QUARTER OF SAID SECTION 24.

THE SOUTHWEST QUARTER OF SAID SECTION 24.

SAID SECTION 25.

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.

EXCEPTING THEREFROM

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

ALSO EXCEPTING THEREFROM

LYING IN A PORTION OF SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 83 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 2A, RECORDED IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE SOUTHERLY LINE OF LOTS 80-83 OF SAID UNIT NO. 2A, SOUTH 73° 29' 26" EAST 236.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 80, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A, RECORDED IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2050.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 73° 34' 28" EAST:

THENCE SOUTHWESTERLY 83.51 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 20' 02";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY), SOUTH 14° 05' 30" WEST 403.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3950.00 FEET;

THENCE SOUTHWESTERLY 711.46 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 19' 12";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 24° 24' 42" WEST 191.79 FEET TO THE NORTHEAST CORNER OF LOT "G" AS SHOWN ON SAID UNIT NO. 2A;

THENCE, LEAVING SAID LOT Q (DIABLO GRANDE PARKWAY) AND ALONG THE NORTHERLY AND NORTHWESTERLY LINE OF SAID LOT "G" THE FOLLOWING FOURTEEN (14) COURSES,

- 1) NORTH 42° 45' 41" WEST 133.47 FEET;
- 2) SOUTH 88° 27' 05" WEST 267.42 FEET;
- 3) SOUTH 73° 45' 35" WEST 95.44 FEET;
- 4) SOUTH 27° 12' 53" WEST 158.45 FEET;
- 5) SOUTH 24° 15' 47" WEST 110.69 FEET;
- 6) SOUTH 42° 18' 25" WEST 86.40 FEET;
- 7) SOUTH 55° 43' 53" WEST 97.48 FEET;
- 8) SOUTH 62° 32' 00" WEST 79.77 FEET;
- 9) SOUTH 58° 08' 05" WEST 70.21 FEET;
- 10) SOUTH 61° 10' 01" WEST 64.73 FEET;
- 11) SOUTH 65° 06' 21" WEST 56.33 FEET;
- 12) SOUTH 43° 43' 06" WEST 42.66 FEET;
- 13) SOUTH 00° 03' 41" WEST 35.78 FEET;
- 14) SOUTH 20° 25' 20" EAST 72.35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT "G", BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY);

THENCE, ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) NORTH 80° 47' 30" WEST 233.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET;

THENCE WESTERLY 186.39 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY)

AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 11' 17" TO THE SOUTHEAST CORNER OF LOT 313 AS SHOWN ON CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-130367 AND SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 29 OF RECORD OF SURVEYS, PAGE 91, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF SAID LOT 313 THE FOLLOWING THIRTY-EIGHT (38) COURSES:

- 1) NORTH 18° 42' 20" WEST 19.75 FEET;
- 2) NORTH 01° 34' 18" WEST 86.99 FEET;
- 3) NORTH 20° 00' 23" WEST 63.25 FEET;
- 4) NORTH 01° 34' 18" WEST 230.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 88° 25' 42" WEST;
- 5) WESTERLY 6.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 33' 01";
- 6) NORTH 35° 29' 08" EAST 9.94 FEET;
- 7) NORTH 83° 21' 43" EAST 362.79 FEET;
- 8) NORTH 51° 28' 35" EAST 202.57 FEET;
- 9) NORTH 08° 41' 55" WEST 255.16 FEET;
- 10) SOUTH 76° 33' 06" WEST 396.36 FEET;
- 11) SOUTH 08° 41' 55" EAST 130.45 FEET;
- 12) SOUTH 48° 23' 41" WEST 173.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 80° 08' 21" WEST;
- 13) NORTHWESTERLY 208.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 24' 49" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 62° 43' 32" EAST;
- 14) NORTHEASTERLY 42.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 06' 19";
- 15) NORTH 16° 10' 09" WEST 67.94 FEET;
- 16) SOUTH 83° 08' 51" WEST 249.20 FEET;
- 17) NORTH 31° 30' 37" WEST 21.45 FEET;
- 18) NORTH 84° 50' 24" WEST 158.20 FEET;
- 19) SOUTH 65° 14' 31" WEST 44.64 FEET;
- 20) SOUTH 53° 54' 20" WEST 67.47 FEET;
- 21) SOUTH 23° 48' 17" WEST 17.38 FEET;
- 22) SOUTH 35° 34' 26" EAST 74.48 FEET;
- 23) SOUTH 07° 17' 47" EAST 27.51 FEET;
- 24) SOUTH 38° 28' 49" WEST 41.84 FEET;
- 25) SOUTH 56° 03' 56" WEST 48.54 FEET;
- 26) SOUTH 00° 35' 41" EAST 110.01 FEET;
- 27) NORTH 81° 48' 05" EAST 117.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 95.00 FEET;
- 28) SOUTHEASTERLY 37.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 46' 08";
- 29) SOUTH 75° 25' 47" EAST 22.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 140.00 FEET;
- 30) SOUTHEASTERLY 122.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 04' 37";
- 31) SOUTH 25° 21' 10" EAST 70.19 FEET;
- 32) NORTH 89° 53' 14" EAST 197.23 FEET;
- 33) NORTH 20° 06' 26" EAST 213.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 625.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 75° 07' 59" WEST;
- 34) SOUTHWESTERLY 145.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 17' 43";
- 35) SOUTH 01° 34' 18" EAST 230.46 FEET;
- 36) SOUTH 16° 51' 48" WEST 63.24 FEET;
- 37) SOUTH 01° 34' 18" EAST 76.25 FEET;
- 38) SOUTH 24° 37' 14" WEST 21.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 313, BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY) AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 02° 25' 19" WEST;

THENCE SOUTHWESTERLY 140.74 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 09' 44";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 89° 15' 35" WEST 443.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 950.00 FEET;

THENCE SOUTHWESTERLY 266.48 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 04' 18";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 73° 11' 17" WEST 21.42 FEET TO THE SOUTHEAST CORNER OF LOT 229 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A PATIO HOMES-PHASE 2, RECORDED IN BOOK 41 OF MAPS, PAGE 88, STANISLAUS COUNTY RECORDS;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINES OF LOTS 229 THRU 215 THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 17° 07' 15" WEST 97.55 FEET;
- 2) NORTH 45° 26' 06" WEST 215.69 FEET;
- 3) NORTH 51° 21' 11" WEST 94.03 FEET;
- 4) NORTH 42° 13' 00" WEST 57.94 FEET;
- 5) NORTH 46° 03' 05" WEST 53.30 FEET;
- 6) NORTH 51° 41' 41" WEST 188.05 FEET;
- 7) NORTH 46° 44' 48" WEST 32.66 FEET;
- 8) SOUTH 70° 11' 18" WEST 87.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING ALSO A POINT ON THE EASTERLY LINE OF LOT P (PANOZ ROAD) AS SHOWN ON SAID UNIT NO. 1A;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS P (PANOZ ROAD), LOTS 214 THRU 208, 205, LOT M (VALLEY VIEW PLACE), LOTS 204, 175 THRU 163 AND LOT C (MORTON DAVIS DRIVE) OF SAID UNIT 1A THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) NORTH 22° 40' 51" WEST 58.64 FEET
- 2) NORTH 60° 51' 18" EAST 65.42 FEET;
- 3) NORTH 03° 30' 04" EAST 133.72 FEET;
- 4) NORTH 22° 40' 51" WEST 295.18 FEET;
- 5) NORTH 10° 03' 01" WEST 210.01 FEET;
- 6) NORTH 77° 36' 20" EAST 56.99 FEET;
- 7) NORTH 09° 02' 59" EAST 121.18 FEET;
- 8) NORTH 49° 27' 17" WEST 62.71 FEET;
- 9) SOUTH 89° 52' 38" WEST 19.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 42.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 66° 34' 51" WEST;
- 10) NORTHWESTERLY 45.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 42' 19";
- 11) NORTH 01° 06' 25" WEST 116.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 825.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 26° 02' 42" WEST;
- 12) NORTHEASTERLY 24.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 40' 13";
- 13) NORTH 27° 42' 55" WEST 50.00 FEET;
- 14) NORTH 52° 17' 46" WEST 148.15 FEET;
- 15) NORTH 45° 31' 38" WEST 100.90 FEET;
- 16) NORTH 40° 49' 36" WEST 100.56 FEET;
- 17) NORTH 33° 21' 12" WEST 197.25 FEET;
- 18) NORTH 30° 36' 20" WEST 182.81 FEET; 19) NORTH 19° 48' 45" WEST 99.82 FEET;
- 20) NORTH 12° 05' 28" WEST 101.52 FEET;
- 21) NORTH 12° 52' 38" WEST 41.06 FEET;
- 22) NORTH 30° 04' 34" WEST 59.69 FEET;

23) NORTH 34° 41' 21" WEST 41.91 FEET;
24) NORTH 18° 26' 47" WEST 53.72 FEET;
25) NORTH 02° 37' 17" WEST 79.86 FEET;
26) NORTH 31° 53' 18" WEST 115.00 FEET;
27) NORTH 83° 48' 07" WEST 85.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 525.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 83° 48' 07" EAST;
28) NORTHEASTERLY 54.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 54' 44";
29) NORTH 77° 56' 16" WEST 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 77° 53' 38" WEST;
30) SOUTHWESTERLY 22.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 06' 46";
31) NORTH 81° 46' 52" WEST 60.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 08° 13' 08" WEST;
32) SOUTHWESTERLY 139.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 47' 56";
33) SOUTH 79° 25' 12" WEST 69.77 FEET TO THE SOUTHEAST CORNER OF LOT 154 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1D, RECORDED IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS 154 THRU 149 AND LOT 2 OF SAID UNIT NO. 1D, THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 10° 34' 48" WEST 64.39 FEET;
- 2) NORTH 34° 14' 11" WEST 725.15 FEET;
- 3) NORTH 37° 53' 49" WEST 233.78 FEET;
- 4) NORTH 42° 30' 57" WEST 277.57 FEET;
- 5) NORTH 68° 55' 42" WEST 126.22 FEET;

THENCE NORTH 10° 00' 00" EAST 630.00 FEET; THENCE NORTH 65° 00' 00" EAST 380.00 FEET; THENCE SOUTH 33° 45' 00" EAST 3425.00 FEET; THENCE NORTH 12° 35' 00" EAST 700.00 FEET; THENCE SOUTH 85° 00' 00" EAST 470.00 FEET; THENCE SOUTH 28° 45' 00" EAST 600.00 FEET; THENCE SOUTH 14° 00' 00" EAST 725.00 FEET; THENCE NORTH 80° 00' 00" EAST 200.00 FEET; THENCE NORTH 45° 00' 00" EAST 225.00 FEET; THENCE NORTH 80° 00' 00" EAST 550.00 FEET;
THENCE NORTH 55° 45' 00" EAST 350.00 FEET;
THENCE NORTH 14° 00' 00" EAST 225.00 FEET;
THENCE NORTH 38° 52' 00" EAST 220.50 FEET;
THENCE SOUTH 73° 42' 28" EAST 409.88 FEET TO HE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING LANDS:

THAT CERTAIN PROPERTY LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, GRANTED TO PACIFIC BLUE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BY GRANT DEED RECORDED ON FEBRUARY 22, 2008 AS DOCUMENT NO. 2008-0018169, STANISLAUS COUNTY RECORDS.

ALL OF THE LOTS AND STREETS SHOWN ON THE MAP ENTITLED "DIABLO GRANDE UNIT NO. 1A" RECORDED MAY 13, 2003 IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS.

ALL PARCELS SHOWN ON PARCEL MAP RECORDED MARCH 31, 2005 IN BOOK 53 OF PARCEL MAPS, PAGE 70, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 1B" RECORDED MAY 11, 2006 IN BOOK 43 OF MAPS, PAGE 14, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 2A"

RECORDED JULY 13, 2006 IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT 1D" RECORDED OCTOBER 26, 2006 IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS.

PARCEL 1 AS SHOWN ON THAT PARCEL MAP 2005-27, RECORDED DECEMBER 12, 2014 IN BOOK 57 OF PARCEL MAPS, PAGE 8, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 13, GRANTED TO WESTERN HILLS WATER DISTRICT, A CALIFORNIA WATER DISTRICT, BY GRANT DEED RECORDED ON JANUARY 23, 2017 AS DOCUMENT NO. 2017-0004429, STANISLAUS COUNTY RECORDS AND RE-RECORDED JANUARY 24, 2019 AS INSTRUMENT NO. 2019-0003982-00, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 19, GRANTED TO THE WEST STANISLAUS COUNTY FIRE PROTECTION DISTRICT, BY GRANT DEED RECORDED AUGUST 25, 2017 AS DOCUMENT NO. 20170062269, STANISLAUS COUNTY RECORDS.

SAID PARCEL SHOWN AS RESULTANT PARCEL 1 ON THAT CERTAIN CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED JUNE 25, 2018 AS INSTRUMENT NO. 2018-0043272-00, STANISLAUS COUNTY OFFICIAL RECORDS AND RE-RECORDED JULY 17, 2019 AS INSTRUMENT NO. 2019-0046544-00, STANISLAUS COUNTY OFFICIAL RECORDS.

APN(S): 025-046-008; 025-046-014 (NOT YET ASSESSED, PORTIONS OF 025-046-009 & 025-046-012); PORTION OF 025-047-010 (NOT YET ASSESSED, PORTION OF 025-047-005); 025-047-008; 025-039-013; 025-039-015; 025-039-018; 025-040-001 (PORTION OF); 025-040-016; 025-040-005; 025-039-020 & 025-005-010

2. APN 025-038-001-000 (Holes 1-2 and 16-18 of Ranch Course) (Owner: Angels Crossing LLC)

ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING AND BEING A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT "T" PER THE "CERTIFICATE OF CORRECTION FOR STANISLAUS COUNTY FINAL MAP" AS SHOWN ON THAT CERTAIN DOCUMENT 2003-0175174-00, RECORDED OCTOBER 10, 2003, WHICH MAKERS REFERENCE TO LOT "R" GOLF COURSE OF DIABLO GRANDE, UNIT NO. 1A, AS SHOWN ON: THAT CERTAIN MAP RECORDED IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY OF 50-FOOT WIDE PANOZ ROAD; THENCE ALONG THE SOUTHERLY PROPERTY LINE OF SAID LOT "T" THE FOLLOWING TWELVE (12) COURSES:

- 1) SOUTH 65° 49' 50" WEST 145.04 FEET; THENCE
- 2) SOUTH 87° 37' 54" WEST 36.33 FEET; THENCE
- 3) NORTH 67° 08' 19" WEST 28.76 FEET; THENCE
- 4) NORTH 21° 59' 38" WEST 383.00 FEET; THENCE
- 5) NORTH 57° 43' 38" WEST 95.09 FEET; THENCE
- 6) SOUTH 84° 00' 31" WEST 80.38 FEET; THENCE
- 7) SOUTH 70° 00' 51" WEST 61.66 FEET; THENCE
- 8) SOUTH 65° 06' 47" WEST 63.49 FEET; THENCE
- 9) SOUTH 57° 24' 37" WEST 517.12 FEET; THENCE
- 10) SOUTH 55° 27' 15" WEST 345.23 FEET; THENCE
- 11) SOUTH 49° 42' 23" WEST 258.50 FEET; THENCE
- 12) SOUTH 6° 39' 18" EAST 71.55, TO THE NORTHERLY RIGHT-OF-WAY OF 100 FOOT WIDE DIABLO GRANDE PARKWAY AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE

SOUTHERLY, HAVING A RADIUS OF 750.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 15° 29' 10" WEST AND HAVING A CENTRAL ANGLE OF 15° 38' 37"; THENCE SOUTHWESTERLY ALONG SAID ARC 204.78 FEET, TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 31° 07' 47" EAST AND A CENTRAL ANGLE OF 85° 48' 29"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 44.93 FEET, TO THE NORTHEASTERLY RIGHT-OF-WAY OF 50-FOOT WIDE MORTON DAVIS DRIVE; THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY OF SAID MORTON DAVIS DRIVE, THE FOLLOWING TWO COURSES:

1) NORTH 35° 19' 18" WEST 129.12 FEET, TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS 1025.00 FEET AND A CENTRAL ANGLE OF 18° 27' 02"; THENCE

2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE 330.07 FEET; THENCE ALONG THE WESTERLY PROPERTY LINE OF SAID LOT "T" THE FOLLOWING SEVEN (7) COURSES:

1) NORTH 36° 40' 40" EAST 955.47 FEET; THENCE
2) NORTH 10° 42' 09" EAST 224.64 FEET; THENCE
3) NORTH 56° 15' 49" WEST 41.93 FEET; THENCE
4) NORTH 9° 30' 23" WEST 116.62 FEET; THENCE
5) NORTH 70° 37' 52" EAST 111.34 FEET; THENCE
6) NORTH 4° 44' 12" EAST 382.38 FEET; THENCE
7) NORTH 48° 33' 00" TO WEST 60.35 FEET, TO THE EASTERLY RIGHT-OF-WAY OF SAID 50-FOOT WIDE MORTON DAVIS DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 62° 55' 57" EAST AND A CENTRAL ANGLE OF 44° 34' 02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY RIGHT-OF-WAY OF SAID MORTON DAVIS DRIVE, 194.46 FEET; THENCE ALONG THE WESTERLY PROPERTY LINE OF SAID LOT "T" THE FOLLOWING FIVE (5) COURSES:

1) NORTH 64° 42' 01" EAST 53.73 FEET; THENCE
2) NORTH 4° 40' 33" EAST 301.95 FEET; THENCE
3) NORTH 30° 18' 46" EAST 236.66 FEET; THENCE
4) NORTH 15° 16' 32" EAST 133.20 FEET; THENCE
5) NORTH 15° 10' 09" WEST 32.58 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF SAID 50-FOOT WIDE MORTON DAVIS DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 225.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 15° 10' 09" WEST AND A CENTRAL ANGLE OF 4° 35' 21"; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MORTON DAVIS DRIVE THE FOLLOWING FOUR (4) COURSES:

1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE 18.02 FEET; THENCE
2) NORTH 79° 25' 12" EAST 98.93 FEET, TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 18° 47' 56"; THENCE
3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE 123.04 FEET; THENCE
4) SOUTH 81° 46' 52" EAST 60.17 FEET, TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 86° 06' 45" THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE 22,54 FEET, TO THE WESTERLY RIGHT-OF-WAY OF SAID 50-FOOT WIDE PANOZ ROAD AND A POINT OF REVERSE CURVATURE, CONCAVE EASTERLY, HAVING A RADIUS OF 575.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 85° 40' 07" WEST AND HAVING A CENTRAL ANGLE OF 14° 51' 42"; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID PANOZ ROAD, THE FOLLOWING THREE (3) COURSES:

1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 149.14 FEET; THENCE
2) SOUTH 10° 31' 49" EAST 24.26 FEET, TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 325.00 FEET AND CENTRAL ANGLE OF 6° 04' 20"; THENCE
3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 34.44 FEET; THENCE SOUTH 73° 37' 43"

WEST 48.79 FEET; THENCE SOUTH 39° 49' 27" WEST 195.42 FEET TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 189; THENCE ALONG SAID NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 189 AND SAID LOT 189 AND THE EASTERLY LINE OF SAID LOT "T" SOUTH 9° 39' 01" WEST 150.85 FEET; THENCE ALONG THE EASTERLY PROPERTY LINE OF SAID LOT "T", THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 9° 45' 56" WEST 123.78 FEET; THENCE
- 2) SOUTH 5° 37' 23" EAST 114.13 FEET; THENCE
- 3) SOUTH 36° 39' 44" EAST 304.28 FEET; THENCE
- 4) SOUTH 49° 02' 46" EAST 179.62 FEET, THENCE LEAVING THE EASTERLY PROPERTY LINE OF SAID LOT "T" THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 40° 33' 49" EAST 109.56 FEET; THENCE
- 2) SOUTH 28° 11' 19" EAST 87.30 FEET; THENCE
- 3) SOUTH 53° 00' 53" EAST 126.50 FEET; THENCE
- 4) NORTH 25° 29' 16" EAST 9.88 FEET; TO THE EASTERLY PROPERTY LINE OF SAID LOT "T" THE EASTERLY PROPERTY LINE OF SAID LOT "T" THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 51° 37' 08" EAST 259.71 FEET; THENCE
- 2) NORTH 84° 11' 54" EAST 51.33 FEET, TO THE WESTERLY RIGHT-OF-WAY OF SAID 50-FOOT WIDE PANOZ ROAD AND THE BEGINNING, OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 425.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 76° 09' 00" WEST AND A CENTRAL ANGLE OF 08° 49' 51"; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF PANOZ ROAD, THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 65.50 FEET; THENCE
- 2) SOUTH 22° 40' 51" EAST 699.71 FEET, TO THE BEGINNING OF CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 2° 53' 27"
- 3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 18.92 FEET; THENCE SOUTH 19° 47' 24" EAST 65.21 FEET, TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS DEEDED TO PI DIABLO GRANDE, LLC, A CALIFORNIA LIMITED LIABILITY

COMPANY IN DEEDS RECORDED JANUARY 14, 2005 AS SERIES NOS. 2005-8151 AND 8152.

ALSO EXCEPT THOSE PORTIONS TRANSFERRED TO LOTS 197, 198 AND 199 OF SAID DIABLO GRANDE UNIT 1A AS EVIDENCED BY CERTIFICATES OF LOT LINE ADJUSTMENT RECORDED OCTOBER 02, 2007 AS INSTRUMENT NO. 2007-123647 AND GRANT DEED RECORDED OCTOBER 30, 2007 AS INSTRUMENT NO. 2007-133446.

3. APN 025-039-013-000 (formerly 025-039-012-000) (undeveloped land west of Ranch Golf Course) (Owner: Angels Crossing LLC)

This parcel, among others, is legally described in Exhibit "A" to the Grant Deed recorded on May 7, 2020, as Document No. 2020-0031614-00 in the Official Records of Stanislaus County, California, under the heading "Parcel 23," as follows:

PARCEL 23:

LYING IN A PORTION OF SECTIONS 13, 24, 25 & 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 7, 18 AND 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA. THE FOLLOWING DESCRIPTION

COMPRISES ONE LEGAL PARCEL AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7.
THE SOUTHEAST QUARTER OF SAID SECTION 7.
LOT 10 OF SAID SECTION 7.
LOTS 1, 2, 5, 6, 7, 8, 9 OF SAID SECTION 18.
THE NORTH HALF OF LOT 10 OF SAID SECTION 18.

THE SOUTH 725 FEET OF LOT 3 OF SAID SECTION 18.
THE NORTH HALF OF LOT 2 OF SAID SECTION 19.
LOTS 3, 4, 5, 6, 7, 8 OF SAID SECTION 19.
THE SOUTH HALF OF LOT 9 OF SAID SECTION 19.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE NORTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHWEST QUARTER OF SAID SECTION 24.
SAID SECTION 25.
THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.

EXCEPTING THEREFROM

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

ALSO EXCEPTING THEREFROM

LYING IN A PORTION OF SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 83 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 2A, RECORDED IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE SOUTHERLY LINE OF LOTS 80-83 OF SAID UNIT NO. 2A, SOUTH 73° 29' 26" EAST 236.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 80, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A, RECORDED IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2050.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 73° 34' 28" EAST:

THENCE SOUTHWESTERLY 83.51 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 20' 02";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY), SOUTH 14° 05' 30" WEST 403.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3950.00 FEET;

THENCE SOUTHWESTERLY 711.46 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 19' 12";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 24° 24' 42" WEST 191.79 FEET TO THE NORTHEAST CORNER OF LOT "G" AS SHOWN ON SAID UNIT NO. 2A;

THENCE, LEAVING SAID LOT Q (DIABLO GRANDE PARKWAY) AND ALONG THE NORTHERLY AND NORTHWESTERLY LINE OF SAID LOT "G" THE FOLLOWING FOURTEEN (14) COURSES,

- 1) NORTH 42° 45' 41" WEST 133.47 FEET;
- 2) SOUTH 88° 27' 05" WEST 267.42 FEET;
- 3) SOUTH 73° 45' 35" WEST 95.44 FEET;
- 4) SOUTH 27° 12' 53" WEST 158.45 FEET;
- 5) SOUTH 24° 15' 47" WEST 110.69 FEET;
- 6) SOUTH 42° 18' 25" WEST 86.40 FEET;
- 7) SOUTH 55° 43' 53" WEST 97.48 FEET;
- 8) SOUTH 62° 32' 00" WEST 79.77 FEET;
- 9) SOUTH 58° 08' 05" WEST 70.21 FEET;
- 10) SOUTH 61° 10' 01" WEST 64.73 FEET;
- 11) SOUTH 65° 06' 21" WEST 56.33 FEET;
- 12) SOUTH 43° 43' 06" WEST 42.66 FEET;
- 13) SOUTH 00° 03' 41" WEST 35.78 FEET;
- 14) SOUTH 20° 25' 20" EAST 72.35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT "G", BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY);

THENCE, ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) NORTH 80° 47' 30" WEST 233.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET;

THENCE WESTERLY 186.39 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 11' 17" TO THE SOUTHEAST CORNER OF LOT 313 AS SHOWN ON CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-130367 AND SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 29 OF RECORD OF SURVEYS, PAGE 91, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF SAID LOT 313 THE FOLLOWING THIRTY-EIGHT (38) COURSES:

- 1) NORTH 18° 42' 20" WEST 19.75 FEET;
- 2) NORTH 01° 34' 18" WEST 86.99 FEET;
- 3) NORTH 20° 00' 23" WEST 63.25 FEET;
- 4) NORTH 01° 34' 18" WEST 230.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 88° 25' 42" WEST;
- 5) WESTERLY 6.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 33' 01";
- 6) NORTH 35° 29' 08" EAST 9.94 FEET;
- 7) NORTH 83° 21' 43" EAST 362.79 FEET;
- 8) NORTH 51° 28' 35" EAST 202.57 FEET;
- 9) NORTH 08° 41' 55" WEST 255.16 FEET;

10) SOUTH 76° 33' 06" WEST 396.36 FEET;
 11) SOUTH 08° 41' 55" EAST 130.45 FEET;
 12) SOUTH 48° 23' 41" WEST 173.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 80° 08' 21" WEST;
 13) NORTHWESTERLY 208.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 24' 49" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 62° 43' 32" EAST;
 14) NORTHEASTERLY 42.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 06' 19";
 15) NORTH 16° 10' 09" WEST 67.94 FEET;
 16) SOUTH 83° 08' 51" WEST 249.20 FEET;
 17) NORTH 31° 30' 37" WEST 21.45 FEET;
 18) NORTH 84° 50' 24" WEST 158.20 FEET;
 19) SOUTH 65° 14' 31" WEST 44.64 FEET;
 20) SOUTH 53° 54' 20" WEST 67.47 FEET;
 21) SOUTH 23° 48' 17" WEST 17.38 FEET;
 22) SOUTH 35° 34' 26" EAST 74.48 FEET;
 23) SOUTH 07° 17' 47" EAST 27.51 FEET;
 24) SOUTH 38° 28' 49" WEST 41.84 FEET;
 25) SOUTH 56° 03' 56" WEST 48.54 FEET;
 26) SOUTH 00° 35' 41" EAST 110.01 FEET;
 27) NORTH 81° 48' 05" EAST 117.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 95.00 FEET;
 28) SOUTHEASTERLY 37.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 46' 08";
 29) SOUTH 75° 25' 47" EAST 22.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 140.00 FEET;
 30) SOUTHEASTERLY 122.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 04' 37";
 31) SOUTH 25° 21' 10" EAST 70.19 FEET;
 32) NORTH 89° 53' 14" EAST 197.23 FEET;
 33) NORTH 20° 06' 26" EAST 213.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 625.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 75° 07' 59" WEST;
 34) SOUTHWESTERLY 145.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 17' 43";
 35) SOUTH 01° 34' 18" EAST 230.46 FEET;
 36) SOUTH 16° 51' 48" WEST 63.24 FEET;
 37) SOUTH 01° 34' 18" EAST 76.25 FEET;
 38) SOUTH 24° 37' 14" WEST 21.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 313, BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY) AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 02° 25' 19" WEST;

THENCE SOUTHWESTERLY 140.74 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 09' 44";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 89° 15' 35" WEST 443.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 950.00 FEET;

THENCE SOUTHWESTERLY 266.48 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 04' 18";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 73° 11' 17" WEST 21.42 FEET TO THE SOUTHEAST CORNER OF LOT 229 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A PATIO HOMES-PHASE 2, RECORDED IN BOOK 41 OF MAPS, PAGE 88, STANISLAUS COUNTY RECORDS;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINES OF LOTS 229 THRU 215 THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 17° 07' 15" WEST 97.55 FEET;
- 2) NORTH 45° 26' 06" WEST 215.69 FEET;
- 3) NORTH 51° 21' 11" WEST 94.03 FEET;
- 4) NORTH 42° 13' 00" WEST 57.94 FEET;
- 5) NORTH 46° 03' 05" WEST 53.30 FEET;
- 6) NORTH 51° 41' 41" WEST 188.05 FEET;
- 7) NORTH 46° 44' 48" WEST 32.66 FEET;
- 8) SOUTH 70° 11' 18" WEST 87.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING ALSO A POINT ON THE EASTERLY LINE OF LOT P (PANOZ ROAD) AS SHOWN ON SAID UNIT NO. 1A;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS P (PANOZ ROAD), LOTS 214 THRU 208, 205, LOT M (VALLEY VIEW PLACE), LOTS 204, 175 THRU 163 AND LOT C (MORTON DAVIS DRIVE) OF SAID UNIT IA THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) NORTH 22° 40' 51" WEST 58.64 FEET
- 2) NORTH 60° 51' 18" EAST 65.42 FEET;
- 3) NORTH 03° 30' 04" EAST 133.72 FEET;
- 4) NORTH 22° 40' 51" WEST 295.18 FEET;
- 5) NORTH 10° 03' 01" WEST 210.01 FEET;
- 6) NORTH 77° 36' 20" EAST 56.99 FEET;
- 7) NORTH 09° 02' 59" EAST 121.18 FEET;
- 8) NORTH 49° 27' 17" WEST 62.71 FEET;
- 9) SOUTH 89° 52' 38" WEST 19.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 42.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 66° 34' 51" WEST;
- 10) NORTHWESTERLY 45.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 42' 19";
- 11) NORTH 01° 06' 25" WEST 116.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 825.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 26° 02' 42" WEST;
- 12) NORTHEASTERLY 24.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 40' 13";
- 13) NORTH 27° 42' 55" WEST 50.00 FEET;
- 14) NORTH 52° 17' 46" WEST 148.15 FEET;
- 15) NORTH 45° 31' 38" WEST 100.90 FEET;
- 16) NORTH 40° 49' 36" WEST 100.56 FEET;
- 17) NORTH 33° 21' 12" WEST 197.25 FEET;
- 18) NORTH 30° 36' 20" WEST 182.81 FEET;
- 19) NORTH 19° 48' 45" WEST 99.82 FEET;
- 20) NORTH 12° 05' 28" WEST 101.52 FEET;
- 21) NORTH 12° 52' 38" WEST 41.06 FEET;
- 22) NORTH 30° 04' 34" WEST 59.69 FEET;
- 23) NORTH 34° 41' 21" WEST 41.91 FEET;
- 24) NORTH 18° 26' 47" WEST 53.72 FEET;
- 25) NORTH 02° 37' 17" WEST 79.86 FEET;
- 26) NORTH 31° 53' 18" WEST 115.00 FEET;
- 27) NORTH 83° 48' 07" WEST 85.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 525.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 83° 48' 07" EAST;
- 28) NORTHEASTERLY 54.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 54' 44";
- 29) NORTH 77° 56' 16" WEST 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 77° 53' 38" WEST;
- 30) SOUTHWESTERLY 22.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 06' 46";
- 31) NORTH 81° 46' 52" WEST 60.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 08° 13' 08" WEST;
- 32) SOUTHWESTERLY 139.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 47' 56";
- 33) SOUTH 79° 25' 12" WEST 69.77 FEET TO THE SOUTHEAST CORNER OF LOT 154 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1D, RECORDED IN BOOK 43 OF MAPS, PAGE 37,

STANISLAUS COUNTY RECORDS;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS 154 THRU 149 AND LOT 2 OF SAID UNIT NO. 1D, THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 10° 34' 48" WEST 64.39 FEET;
- 2) NORTH 34° 14' 11" WEST 725.15 FEET;
- 3) NORTH 37° 53' 49" WEST 233.78 FEET;
- 4) NORTH 42° 30' 57" WEST 277.57 FEET;
- 5) NORTH 68° 55' 42" WEST 126.22 FEET;

THENCE NORTH 10° 00' 00" EAST 630.00 FEET; THENCE NORTH 65° 00' 00" EAST 380.00 FEET; THENCE SOUTH 33° 45' 00" EAST 3425.00 FEET; THENCE NORTH 12° 35' 00" EAST 700.00 FEET; THENCE SOUTH 85° 00' 00" EAST 470.00 FEET; THENCE SOUTH 28° 45' 00" EAST 600.00 FEET; THENCE SOUTH 14° 00' 00" EAST 725.00 FEET; THENCE NORTH 80° 00' 00" EAST 200.00 FEET; THENCE NORTH 45° 00' 00" EAST 225.00 FEET; THENCE NORTH 80° 00' 00" EAST 550.00 FEET; THENCE NORTH 55° 45' 00" EAST 350.00 FEET; THENCE NORTH 14° 00' 00" EAST 225.00 FEET; THENCE NORTH 38° 52' 00" EAST 220.50 FEET; THENCE SOUTH 73° 42' 28" EAST 409.88 FEET TO HE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING LANDS:

THAT CERTAIN PROPERTY LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, GRANTED TO PACIFIC BLUE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BY GRANT DEED RECORDED ON FEBRUARY 22, 2008 AS DOCUMENT NO. 2008-0018169, STANISLAUS COUNTY RECORDS.

ALL OF THE LOTS AND STREETS SHOWN ON THE MAP ENTITLED "DIABLO GRANDE UNIT NO. 1A" RECORDED MAY 13, 2003 IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS.

ALL PARCELS SHOWN ON PARCEL MAP RECORDED MARCH 31, 2005 IN BOOK 53 OF PARCEL MAPS, PAGE 70, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 1B" RECORDED MAY 11, 2006 IN BOOK 43 OF MAPS, PAGE 14, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 2A" RECORDED JULY 13, 2006 IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT 1D" RECORDED OCTOBER 26, 2006 IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS.

PARCEL 1 AS SHOWN ON THAT PARCEL MAP 2005-27, RECORDED DECEMBER 12, 2014 IN BOOK 57 OF PARCEL MAPS, PAGE 8, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 13, GRANTED TO WESTERN HILLS WATER DISTRICT, A CALIFORNIA WATER DISTRICT, BY GRANT DEED RECORDED ON JANUARY 23, 2017 AS DOCUMENT NO. 2017-0004429, STANISLAUS COUNTY RECORDS AND RE-RECORDED JANUARY 24, 2019 AS INSTRUMENT NO. 2019-0003982-00, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 19, GRANTED TO THE WEST STANISLAUS COUNTY FIRE PROTECTION DISTRICT, BY GRANT DEED RECORDED AUGUST 25, 2017 AS DOCUMENT NO. 20170062269, STANISLAUS COUNTY RECORDS.

SAID PARCEL SHOWN AS RESULTANT PARCEL 1 ON THAT CERTAIN CERTIFICATE OF LOT LINE

ADJUSTMENT RECORDED JUNE 25, 2018 AS INSTRUMENT NO. 2018-0043272-00, STANISLAUS COUNTY OFFICIAL RECORDS AND RE-RECORDED JULY 17, 2019 AS INSTRUMENT NO. 2019-0046544-00, STANISLAUS COUNTY OFFICIAL RECORDS.

APN(S): 025-046-008; 025-046-014 (NOT YET ASSESSED, PORTIONS OF 025-046-009 & 025-046-012); PORTION OF 025-047-010 (NOT YET ASSESSED, PORTION OF 025-047-005); 025-047-008; 025-039-013; 025-039-015; 025-039-018; 025-040-001 (PORTION OF); 025-040-016; 025-040-005; 025-039-020 & 025-005-010

4. APN 025-039-015-000 (formerly 025-039-012-000) (undeveloped land north of Ranch Golf Course) (Owner: Angels Crossing LLC)

This parcel, among others, is legally described in Exhibit "A" to the Grant Deed recorded on May 7, 2020, as Document No. 2020-0031614-00 in the Official Records of Stanislaus County, California, under the heading "Parcel 23," as follows:

PARCEL 23:

LYING IN A PORTION OF SECTIONS 13, 24, 25 & 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 7, 18 AND 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA. THE FOLLOWING DESCRIPTION COMPRISES ONE LEGAL PARCEL AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7.
THE SOUTHEAST QUARTER OF SAID SECTION 7.
LOT 10 OF SAID SECTION 7.
LOTS 1, 2, 5, 6, 7, 8, 9 OF SAID SECTION 18.
THE NORTH HALF OF LOT 10 OF SAID SECTION 18.
THE SOUTH 725 FEET OF LOT 3 OF SAID SECTION 18.
THE NORTH HALF OF LOT 2 OF SAID SECTION 19.
LOTS 3, 4, 5, 6, 7, 8 OF SAID SECTION 19.
THE SOUTH HALF OF LOT 9 OF SAID SECTION 19.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE NORTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHWEST QUARTER OF SAID SECTION 24.
SAID SECTION 25.
THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.

EXCEPTING THEREFROM

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

ALSO EXCEPTING THEREFROM

LYING IN A PORTION OF SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 83 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 2A, RECORDED IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE SOUTHERLY LINE OF LOTS 80-83 OF SAID UNIT NO. 2A, SOUTH 73° 29' 26" EAST 236.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 80, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A, RECORDED IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2050.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 73° 34' 28" EAST:

THENCE SOUTHWESTERLY 83.51 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 20' 02";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY), SOUTH 14° 05' 30" WEST 403.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3950.00 FEET;

THENCE SOUTHWESTERLY 711.46 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 19' 12";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 24° 24' 42" WEST 191.79 FEET TO THE NORTHEAST CORNER OF LOT "G" AS SHOWN ON SAID UNIT NO. 2A;

THENCE, LEAVING SAID LOT Q (DIABLO GRANDE PARKWAY) AND ALONG THE NORTHERLY AND NORTHWESTERLY LINE OF SAID LOT "G" THE FOLLOWING FOURTEEN (14) COURSES,

- 1) NORTH 42° 45' 41" WEST 133.47 FEET;
- 2) SOUTH 88° 27' 05" WEST 267.42 FEET;
- 3) SOUTH 73° 45' 35" WEST 95.44 FEET;
- 4) SOUTH 27° 12' 53" WEST 158.45 FEET;
- 5) SOUTH 24° 15' 47" WEST 110.69 FEET;
- 6) SOUTH 42° 18' 25" WEST 86.40 FEET;
- 7) SOUTH 55° 43' 53" WEST 97.48 FEET;
- 8) SOUTH 62° 32' 00" WEST 79.77 FEET;
- 9) SOUTH 58° 08' 05" WEST 70.21 FEET;
- 10) SOUTH 61° 10' 01" WEST 64.73 FEET;
- 11) SOUTH 65° 06' 21" WEST 56.33 FEET;
- 12) SOUTH 43° 43' 06" WEST 42.66 FEET;
- 13) SOUTH 00° 03' 41" WEST 35.78 FEET;
- 14) SOUTH 20° 25' 20" EAST 72.35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT "G", BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY);

THENCE, ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) NORTH 80° 47' 30" WEST 233.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET;

THENCE WESTERLY 186.39 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 11' 17" TO THE SOUTHEAST CORNER OF LOT 313 AS SHOWN ON CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-130367 AND SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 29 OF RECORD OF SURVEYS, PAGE 91, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF SAID LOT 313 THE FOLLOWING THIRTY-EIGHT (38) COURSES:

- 1) NORTH 18° 42' 20" WEST 19.75 FEET;
- 2) NORTH 01° 34' 18" WEST 86.99 FEET;
- 3) NORTH 20° 00' 23" WEST 63.25 FEET;
- 4) NORTH 01° 34' 18" WEST 230.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 88° 25' 42" WEST;
- 5) WESTERLY 6.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 33' 01";
- 6) NORTH 35° 29' 08" EAST 9.94 FEET;
- 7) NORTH 83° 21' 43" EAST 362.79 FEET;
- 8) NORTH 51° 28' 35" EAST 202.57 FEET;
- 9) NORTH 08° 41' 55" WEST 255.16 FEET;
- 10) SOUTH 76° 33' 06" WEST 396.36 FEET;
- 11) SOUTH 08° 41' 55" EAST 130.45 FEET;
- 12) SOUTH 48° 23' 41" WEST 173.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 80° 08' 21" WEST;
- 13) NORTHWESTERLY 208.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 24' 49" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 62° 43' 32" EAST;
- 14) NORTHEASTERLY 42.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 06' 19";
- 15) NORTH 16° 10' 09" WEST 67.94 FEET;
- 16) SOUTH 83° 08' 51" WEST 249.20 FEET;
- 17) NORTH 31° 30' 37" WEST 21.45 FEET;
- 18) NORTH 84° 50' 24" WEST 158.20 FEET;
- 19) SOUTH 65° 14' 31" WEST 44.64 FEET;
- 20) SOUTH 53° 54' 20" WEST 67.47 FEET;
- 21) SOUTH 23° 48' 17" WEST 17.38 FEET;
- 22) SOUTH 35° 34' 26" EAST 74.48 FEET;
- 23) SOUTH 07° 17' 47" EAST 27.51 FEET;
- 24) SOUTH 38° 28' 49" WEST 41.84 FEET;
- 25) SOUTH 56° 03' 56" WEST 48.54 FEET;
- 26) SOUTH 00° 35' 41" EAST 110.01 FEET;
- 27) NORTH 81° 48' 05" EAST 117.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 95.00 FEET;
- 28) SOUTHEASTERLY 37.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 46' 08";
- 29) SOUTH 75° 25' 47" EAST 22.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 140.00 FEET;
- 30) SOUTHEASTERLY 122.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 04' 37";
- 31) SOUTH 25° 21' 10" EAST 70.19 FEET;
- 32) NORTH 89° 53' 14" EAST 197.23 FEET;
- 33) NORTH 20° 06' 26" EAST 213.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE

SOUTHWEST, HAVING A RADIUS OF 625.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 75° 07' 59" WEST;
34) SOUTHWESTERLY 145.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 17' 43";
35) SOUTH 01° 34' 18" EAST 230.46 FEET;
36) SOUTH 16° 51' 48" WEST 63.24 FEET;
37) SOUTH 01° 34' 18" EAST 76.25 FEET;
38) SOUTH 24° 37' 14" WEST 21.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 313, BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY) AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 02° 25' 19" WEST;

THENCE SOUTHWESTERLY 140.74 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 09' 44";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 89° 15' 35" WEST 443.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 950.00 FEET;

THENCE SOUTHWESTERLY 266.48 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 04' 18";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 73° 11' 17" WEST 21.42 FEET TO THE SOUTHEAST CORNER OF LOT 229 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A PATIO HOMES-PHASE 2, RECORDED IN BOOK 41 OF MAPS, PAGE 88, STANISLAUS COUNTY RECORDS;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINES OF LOTS 229 THRU 215 THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 17° 07' 15" WEST 97.55 FEET;
- 2) NORTH 45° 26' 06" WEST 215.69 FEET;
- 3) NORTH 51° 21' 11" WEST 94.03 FEET;
- 4) NORTH 42° 13' 00" WEST 57.94 FEET;
- 5) NORTH 46° 03' 05" WEST 53.30 FEET;
- 6) NORTH 51° 41' 41" WEST 188.05 FEET;
- 7) NORTH 46° 44' 48" WEST 32.66 FEET;
- 8) SOUTH 70° 11' 18" WEST 87.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING ALSO A POINT ON THE EASTERLY LINE OF LOT P (PANOZ ROAD) AS SHOWN ON SAID UNIT NO. 1A;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS P (PANOZ ROAD), LOTS 214 THRU 208, 205, LOT M (VALLEY VIEW PLACE), LOTS 204, 175 THRU 163 AND LOT C (MORTON DAVIS DRIVE) OF SAID UNIT 1A THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) NORTH 22° 40' 51" WEST 58.64 FEET
- 2) NORTH 60° 51' 18" EAST 65.42 FEET;
- 3) NORTH 03° 30' 04" EAST 133.72 FEET;
- 4) NORTH 22° 40' 51" WEST 295.18 FEET;
- 5) NORTH 10° 03' 01" WEST 210.01 FEET;
- 6) NORTH 77° 36' 20" EAST 56.99 FEET;
- 7) NORTH 09° 02' 59" EAST 121.18 FEET;
- 8) NORTH 49° 27' 17" WEST 62.71 FEET;
- 9) SOUTH 89° 52' 38" WEST 19.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 42.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 66° 34' 51" WEST;
- 10) NORTHWESTERLY 45.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 42' 19";
- 11) NORTH 01° 06' 25" WEST 116.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE

NORTHWEST, HAVING A RADIUS OF 825.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 26° 02' 42" WEST;

- 12) NORTHEASTERLY 24.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 40' 13";
- 13) NORTH 27° 42' 55" WEST 50.00 FEET;
- 14) NORTH 52° 17' 46" WEST 148.15 FEET;
- 15) NORTH 45° 31' 38" WEST 100.90 FEET;
- 16) NORTH 40° 49' 36" WEST 100.56 FEET;
- 17) NORTH 33° 21' 12" WEST 197.25 FEET;
- 18) NORTH 30° 36' 20" WEST 182.81 FEET;
- 19) NORTH 19° 48' 45" WEST 99.82 FEET;
- 20) NORTH 12° 05' 28" WEST 101.52 FEET;
- 21) NORTH 12° 52' 38" WEST 41.06 FEET;
- 22) NORTH 30° 04' 34" WEST 59.69 FEET;
- 23) NORTH 34° 41' 21" WEST 41.91 FEET;
- 24) NORTH 18° 26' 47" WEST 53.72 FEET;
- 25) NORTH 02° 37' 17" WEST 79.86 FEET;
- 26) NORTH 31° 53' 18" WEST 115.00 FEET;
- 27) NORTH 83° 48' 07" WEST 85.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 525.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 83° 48' 07" EAST;
- 28) NORTHEASTERLY 54.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 54' 44";
- 29) NORTH 77° 56' 16" WEST 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 77° 53' 38" WEST;
- 30) SOUTHWESTERLY 22.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 06' 46";
- 31) NORTH 81° 46' 52" WEST 60.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 08° 13' 08" WEST;
- 32) SOUTHWESTERLY 139.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 47' 56";
- 33) SOUTH 79° 25' 12" WEST 69.77 FEET TO THE SOUTHEAST CORNER OF LOT 154 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1D, RECORDED IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS 154 THRU 149 AND LOT 2 OF SAID UNIT NO. 1D, THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 10° 34' 48" WEST 64.39 FEET;
- 2) NORTH 34° 14' 11" WEST 725.15 FEET;
- 3) NORTH 37° 53' 49" WEST 233.78 FEET;
- 4) NORTH 42° 30' 57" WEST 277.57 FEET;
- 5) NORTH 68° 55' 42" WEST 126.22 FEET;

THENCE NORTH 10° 00' 00" EAST 630.00 FEET;
 THENCE NORTH 65° 00' 00" EAST 380.00 FEET;
 THENCE SOUTH 33° 45' 00" EAST 3425.00 FEET;
 THENCE NORTH 12° 35' 00" EAST 700.00 FEET;
 THENCE SOUTH 85° 00' 00" EAST 470.00 FEET;
 THENCE SOUTH 28° 45' 00" EAST 600.00 FEET;
 THENCE SOUTH 14° 00' 00" EAST 725.00 FEET;
 THENCE NORTH 80° 00' 00" EAST 200.00 FEET;
 THENCE NORTH 45° 00' 00" EAST 225.00 FEET;
 THENCE NORTH 80° 00' 00" EAST 550.00 FEET;
 THENCE NORTH 55° 45' 00" EAST 350.00 FEET;
 THENCE NORTH 14° 00' 00" EAST 225.00 FEET;
 THENCE NORTH 38° 52' 00" EAST 220.50 FEET;
 THENCE SOUTH 73° 42' 28" EAST 409.88 FEET TO HE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING LANDS:

THAT CERTAIN PROPERTY LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, GRANTED TO PACIFIC BLUE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BY GRANT DEED RECORDED ON FEBRUARY 22, 2008 AS DOCUMENT NO. 2008-0018169, STANISLAUS COUNTY RECORDS.

ALL OF THE LOTS AND STREETS SHOWN ON THE MAP ENTITLED "DIABLO GRANDE UNIT NO. 1A" RECORDED MAY 13, 2003 IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS.

ALL PARCELS SHOWN ON PARCEL MAP RECORDED MARCH 31, 2005 IN BOOK 53 OF PARCEL MAPS, PAGE 70, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 1B" RECORDED MAY 11, 2006 IN BOOK 43 OF MAPS, PAGE 14, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 2A" RECORDED JULY 13, 2006 IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT 1D" RECORDED OCTOBER 26, 2006 IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS.

PARCEL 1 AS SHOWN ON THAT PARCEL MAP 2005-27, RECORDED DECEMBER 12, 2014 IN BOOK 57 OF PARCEL MAPS, PAGE 8, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 13, GRANTED TO WESTERN HILLS WATER DISTRICT, A CALIFORNIA WATER DISTRICT, BY GRANT DEED RECORDED ON JANUARY 23, 2017 AS DOCUMENT NO. 2017-0004429, STANISLAUS COUNTY RECORDS AND RE-RECORDED JANUARY 24, 2019 AS INSTRUMENT NO. 2019-0003982-00, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 19, GRANTED TO THE WEST STANISLAUS COUNTY FIRE PROTECTION DISTRICT, BY GRANT DEED RECORDED AUGUST 25, 2017 AS DOCUMENT NO. 20170062269, STANISLAUS COUNTY RECORDS.

SAID PARCEL SHOWN AS RESULTANT PARCEL 1 ON THAT CERTAIN CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED JUNE 25, 2018 AS INSTRUMENT NO. 2018-0043272-00, STANISLAUS COUNTY OFFICIAL RECORDS AND RE-RECORDED JULY 17, 2019 AS INSTRUMENT NO. 2019-0046544-00, STANISLAUS COUNTY OFFICIAL RECORDS.

APN(S): 025-046-008; 025-046-014 (NOT YET ASSESSED, PORTIONS OF 025-046-009 & 025-046-012); PORTION OF 025-047-010 (NOT YET ASSESSED, PORTION OF 025-047-005); 025-047-008; 025-039-013; 025-039-015; 025-039-018; 025-040-001 (PORTION OF); 025-040-016; 025-040-005; 025-039-020 & 025-005-010

5. APN 025-039-018-000 (formerly 025-039-012-000) (undeveloped land north of Ranch Golf Course) (Owner: Angels Crossing LLC)

This parcel, among others, is legally described in Exhibit "A" to the Grant Deed recorded on May 7, 2020, as Document No. 2020-0031614-00 in the Official Records of Stanislaus County, California, under the heading "Parcel 23," as follows:

PARCEL 23:

LYING IN A PORTION OF SECTIONS 13, 24, 25 & 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 7, 18 AND 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA. THE FOLLOWING DESCRIPTION COMPRISES ONE LEGAL PARCEL AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7.
THE SOUTHEAST QUARTER OF SAID SECTION 7.
LOT 10 OF SAID SECTION 7.
LOTS 1, 2, 5, 6, 7, 8, 9 OF SAID SECTION 18.
THE NORTH HALF OF LOT 10 OF SAID SECTION 18.
THE SOUTH 725 FEET OF LOT 3 OF SAID SECTION 18.
THE NORTH HALF OF LOT 2 OF SAID SECTION 19.
LOTS 3, 4, 5, 6, 7, 8 OF SAID SECTION 19.
THE SOUTH HALF OF LOT 9 OF SAID SECTION 19.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE NORTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHWEST QUARTER OF SAID SECTION 24.
SAID SECTION 25.
THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.

EXCEPTING THEREFROM

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

ALSO EXCEPTING THEREFROM

LYING IN A PORTION OF SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 83 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 2A, RECORDED IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE SOUTHERLY LINE OF LOTS 80-83 OF SAID UNIT NO. 2A, SOUTH 73° 29' 26" EAST 236.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 80, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A, RECORDED IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE

SOUTHEAST, HAVING A RADIUS OF 2050.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 73° 34' 28" EAST:

THENCE SOUTHWESTERLY 83.51 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 20' 02";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY), SOUTH 14° 05' 30" WEST 403.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3950.00 FEET;

THENCE SOUTHWESTERLY 711.46 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 19' 12";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 24° 24' 42" WEST 191.79 FEET TO THE NORTHEAST CORNER OF LOT "G" AS SHOWN ON SAID UNIT NO. 2A;

THENCE, LEAVING SAID LOT Q (DIABLO GRANDE PARKWAY) AND ALONG THE NORTHERLY AND NORTHWESTERLY LINE OF SAID LOT "G" THE FOLLOWING FOURTEEN (14) COURSES,

- 1) NORTH 42° 45' 41" WEST 133.47 FEET;
- 2) SOUTH 88° 27' 05" WEST 267.42 FEET;
- 3) SOUTH 73° 45' 35" WEST 95.44 FEET;
- 4) SOUTH 27° 12' 53" WEST 158.45 FEET;
- 5) SOUTH 24° 15' 47" WEST 110.69 FEET;
- 6) SOUTH 42° 18' 25" WEST 86.40 FEET;
- 7) SOUTH 55° 43' 53" WEST 97.48 FEET;
- 8) SOUTH 62° 32' 00" WEST 79.77 FEET;
- 9) SOUTH 58° 08' 05" WEST 70.21 FEET;
- 10) SOUTH 61° 10' 01" WEST 64.73 FEET;
- 11) SOUTH 65° 06' 21" WEST 56.33 FEET;
- 12) SOUTH 43° 43' 06" WEST 42.66 FEET;
- 13) SOUTH 00° 03' 41" WEST 35.78 FEET;
- 14) SOUTH 20° 25' 20" EAST 72.35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT "G", BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY);

THENCE, ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) NORTH 80° 47' 30" WEST 233.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET;

THENCE WESTERLY 186.39 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 11' 17" TO THE SOUTHEAST CORNER OF LOT 313 AS SHOWN ON CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-130367 AND SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 29 OF RECORD OF SURVEYS, PAGE 91, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF SAID LOT 313 THE FOLLOWING THIRTY-EIGHT (38) COURSES:

- 1) NORTH 18° 42' 20" WEST 19.75 FEET;
- 2) NORTH 01° 34' 18" WEST 86.99 FEET;
- 3) NORTH 20° 00' 23" WEST 63.25 FEET;
- 4) NORTH 01° 34' 18" WEST 230.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 88° 25' 42" WEST;
- 5) WESTERLY 6.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 33' 01";

6) NORTH 35° 29' 08" EAST 9.94 FEET;
7) NORTH 83° 21' 43" EAST 362.79 FEET;
8) NORTH 51° 28' 35" EAST 202.57 FEET;
9) NORTH 08° 41' 55" WEST 255.16 FEET;
10) SOUTH 76° 33' 06" WEST 396.36 FEET;
11) SOUTH 08° 41' 55" EAST 130.45 FEET;
12) SOUTH 48° 23' 41" WEST 173.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 80° 08' 21" WEST;
13) NORTHWESTERLY 208.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 24' 49" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 62° 43' 32" EAST;
14) NORTHEASTERLY 42.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 06' 19";
15) NORTH 16° 10' 09" WEST 67.94 FEET;
16) SOUTH 83° 08' 51" WEST 249.20 FEET;
17) NORTH 31° 30' 37" WEST 21.45 FEET;
18) NORTH 84° 50' 24" WEST 158.20 FEET;
19) SOUTH 65° 14' 31" WEST 44.64 FEET;
20) SOUTH 53° 54' 20" WEST 67.47 FEET;
21) SOUTH 23° 48' 17" WEST 17.38 FEET;
22) SOUTH 35° 34' 26" EAST 74.48 FEET;
23) SOUTH 07° 17' 47" EAST 27.51 FEET;
24) SOUTH 38° 28' 49" WEST 41.84 FEET;
25) SOUTH 56° 03' 56" WEST 48.54 FEET;
26) SOUTH 00° 35' 41" EAST 110.01 FEET;
27) NORTH 81° 48' 05" EAST 117.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 95.00 FEET;
28) SOUTHEASTERLY 37.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 46' 08";
29) SOUTH 75° 25' 47" EAST 22.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 140.00 FEET;
30) SOUTHEASTERLY 122.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 04' 37";
31) SOUTH 25° 21' 10" EAST 70.19 FEET;
32) NORTH 89° 53' 14" EAST 197.23 FEET;
33) NORTH 20° 06' 26" EAST 213.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 625.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 75° 07' 59" WEST;
34) SOUTHWESTERLY 145.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 17' 43";
35) SOUTH 01° 34' 18" EAST 230.46 FEET;
36) SOUTH 16° 51' 48" WEST 63.24 FEET;
37) SOUTH 01° 34' 18" EAST 76.25 FEET;
38) SOUTH 24° 37' 14" WEST 21.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 313, BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY) AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 02° 25' 19" WEST;

THENCE SOUTHWESTERLY 140.74 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 09' 44";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 89° 15' 35" WEST 443.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 950.00 FEET;

THENCE SOUTHWESTERLY 266.48 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 04' 18";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 73° 11' 17" WEST 21.42 FEET TO THE SOUTHEAST CORNER OF LOT 229 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A PATIO HOMES-PHASE 2, RECORDED IN BOOK 41 OF MAPS, PAGE 88, STANISLAUS COUNTY RECORDS;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINES OF LOTS 229 THRU 215 THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 17° 07' 15" WEST 97.55 FEET;
- 2) NORTH 45° 26' 06" WEST 215.69 FEET;
- 3) NORTH 51° 21' 11" WEST 94.03 FEET;
- 4) NORTH 42° 13' 00" WEST 57.94 FEET;
- 5) NORTH 46° 03' 05" WEST 53.30 FEET;
- 6) NORTH 51° 41' 41" WEST 188.05 FEET;
- 7) NORTH 46° 44' 48" WEST 32.66 FEET;
- 8) SOUTH 70° 11' 18" WEST 87.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING ALSO A POINT ON THE EASTERLY LINE OF LOT P (PANOZ ROAD) AS SHOWN ON SAID UNIT NO. 1A;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS P (PANOZ ROAD), LOTS 214 THRU 208, 205, LOT M (VALLEY VIEW PLACE), LOTS 204, 175 THRU 163 AND LOT C (MORTON DAVIS DRIVE) OF SAID UNIT 1A THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) NORTH 22° 40' 51" WEST 58.64 FEET
- 2) NORTH 60° 51' 18" EAST 65.42 FEET;
- 3) NORTH 03° 30' 04" EAST 133.72 FEET;
- 4) NORTH 22° 40' 51" WEST 295.18 FEET;
- 5) NORTH 10° 03' 01" WEST 210.01 FEET;
- 6) NORTH 77° 36' 20" EAST 56.99 FEET;
- 7) NORTH 09° 02' 59" EAST 121.18 FEET;
- 8) NORTH 49° 27' 17" WEST 62.71 FEET;
- 9) SOUTH 89° 52' 38" WEST 19.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 42.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 66° 34' 51" WEST;
- 10) NORTHWESTERLY 45.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 42' 19";
- 11) NORTH 01° 06' 25" WEST 116.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 825.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 26° 02' 42" WEST;
- 12) NORTHEASTERLY 24.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 40' 13";
- 13) NORTH 27° 42' 55" WEST 50.00 FEET;
- 14) NORTH 52° 17' 46" WEST 148.15 FEET;
- 15) NORTH 45° 31' 38" WEST 100.90 FEET;
- 16) NORTH 40° 49' 36" WEST 100.56 FEET;
- 17) NORTH 33° 21' 12" WEST 197.25 FEET;
- 18) NORTH 30° 36' 20" WEST 182.81 FEET;
- 19) NORTH 19° 48' 45" WEST 99.82 FEET;
- 20) NORTH 12° 05' 28" WEST 101.52 FEET;
- 21) NORTH 12° 52' 38" WEST 41.06 FEET;
- 22) NORTH 30° 04' 34" WEST 59.69 FEET;
- 23) NORTH 34° 41' 21" WEST 41.91 FEET;
- 24) NORTH 18° 26' 47" WEST 53.72 FEET;
- 25) NORTH 02° 37' 17" WEST 79.86 FEET;
- 26) NORTH 31° 53' 18" WEST 115.00 FEET;
- 27) NORTH 83° 48' 07" WEST 85.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 525.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS

SOUTH 83° 48' 07" EAST;

28) NORTHEASTERLY 54.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 54' 44";

29) NORTH 77° 56' 16" WEST 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 77° 53' 38" WEST;

30) SOUTHWESTERLY 22.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 06' 46";

31) NORTH 81° 46' 52" WEST 60.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 08° 13' 08" WEST;

32) SOUTHWESTERLY 139.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 47' 56";

33) SOUTH 79° 25' 12" WEST 69.77 FEET TO THE SOUTHEAST CORNER OF LOT 154 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1D, RECORDED IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS 154 THRU 149 AND LOT 2 OF SAID UNIT NO. 1D, THE FOLLOWING FIVE (5) COURSES:

1) NORTH 10° 34' 48" WEST 64.39 FEET;

2) NORTH 34° 14' 11" WEST 725.15 FEET;

3) NORTH 37° 53' 49" WEST 233.78 FEET;

4) NORTH 42° 30' 57" WEST 277.57 FEET;

5) NORTH 68° 55' 42" WEST 126.22 FEET;

THENCE NORTH 10° 00' 00" EAST 630.00 FEET;

THENCE NORTH 65° 00' 00" EAST 380.00 FEET;

THENCE SOUTH 33° 45' 00" EAST 3425.00 FEET;

THENCE NORTH 12° 35' 00" EAST 700.00 FEET;

THENCE SOUTH 85° 00' 00" EAST 470.00 FEET;

THENCE SOUTH 28° 45' 00" EAST 600.00 FEET;

THENCE SOUTH 14° 00' 00" EAST 725.00 FEET;

THENCE NORTH 80° 00' 00" EAST 200.00 FEET;

THENCE NORTH 45° 00' 00" EAST 225.00 FEET;

THENCE NORTH 80° 00' 00" EAST 550.00 FEET;

THENCE NORTH 55° 45' 00" EAST 350.00 FEET;

THENCE NORTH 14° 00' 00" EAST 225.00 FEET;

THENCE NORTH 38° 52' 00" EAST 220.50 FEET;

THENCE SOUTH 73° 42' 28" EAST 409.88 FEET TO HE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING LANDS:

THAT CERTAIN PROPERTY LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, GRANTED TO PACIFIC BLUE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BY GRANT DEED RECORDED ON FEBRUARY 22, 2008 AS DOCUMENT NO. 2008-0018169, STANISLAUS COUNTY RECORDS.

ALL OF THE LOTS AND STREETS SHOWN ON THE MAP ENTITLED "DIABLO GRANDE UNIT NO. 1A" RECORDED MAY 13, 2003 IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS.

ALL PARCELS SHOWN ON PARCEL MAP RECORDED MARCH 31, 2005 IN BOOK 53 OF PARCEL MAPS, PAGE 70, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 1B" RECORDED MAY 11, 2006 IN BOOK 43 OF MAPS, PAGE 14, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 2A" RECORDED JULY 13, 2006 IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT 1D" RECORDED

OCTOBER 26, 2006 IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS.

PARCEL 1 AS SHOWN ON THAT PARCEL MAP 2005-27, RECORDED DECEMBER 12, 2014 IN BOOK 57 OF PARCEL MAPS, PAGE 8, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 13, GRANTED TO WESTERN HILLS WATER DISTRICT, A CALIFORNIA WATER DISTRICT, BY GRANT DEED RECORDED ON JANUARY 23, 2017 AS DOCUMENT NO. 2017-0004429, STANISLAUS COUNTY RECORDS AND RE-RECORDED JANUARY 24, 2019 AS INSTRUMENT NO. 2019-0003982-00, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 19, GRANTED TO THE WEST STANISLAUS COUNTY FIRE PROTECTION DISTRICT, BY GRANT DEED RECORDED AUGUST 25, 2017 AS DOCUMENT NO. 20170062269, STANISLAUS COUNTY RECORDS.

SAID PARCEL SHOWN AS RESULTANT PARCEL 1 ON THAT CERTAIN CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED JUNE 25, 2018 AS INSTRUMENT NO. 2018-0043272-00, STANISLAUS COUNTY OFFICIAL RECORDS AND RE-RECORDED JULY 17, 2019 AS INSTRUMENT NO. 2019-0046544-00, STANISLAUS COUNTY OFFICIAL RECORDS.

APN(S): 025-046-008; 025-046-014 (NOT YET ASSESSED, PORTIONS OF 025-046-009 & 025-046-012); PORTION OF 025-047-010 (NOT YET ASSESSED, PORTION OF 025-047-005); 025-047-008; 025-039-013; 025-039-015; 025-039-018; 025-040-001 (PORTION OF); 025-040-016; 025-040-005; 025-039-020 & 025-005-010

6. APN 025-039-020-000 (formerly 025-039-012-000) (undeveloped land east of Ranch Golf Course) (Owner: Angels Crossing LLC)

This parcel, among others, is legally described in Exhibit “A” to the Grant Deed recorded on May 7, 2020, as Document No. 2020-0031614-00 in the Official Records of Stanislaus County, California, under the heading “Parcel 23,” as follows:

PARCEL 23:

LYING IN A PORTION OF SECTIONS 13, 24, 25 & 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 7, 18 AND 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA. THE FOLLOWING DESCRIPTION COMPRISES ONE LEGAL PARCEL AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7.
THE SOUTHEAST QUARTER OF SAID SECTION 7.
LOT 10 OF SAID SECTION 7.
LOTS 1, 2, 5, 6, 7, 8, 9 OF SAID SECTION 18.
THE NORTH HALF OF LOT 10 OF SAID SECTION 18.
THE SOUTH 725 FEET OF LOT 3 OF SAID SECTION 18.
THE NORTH HALF OF LOT 2 OF SAID SECTION 19.
LOTS 3, 4, 5, 6, 7, 8 OF SAID SECTION 19.
THE SOUTH HALF OF LOT 9 OF SAID SECTION 19.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF SAID SECTION 13.

THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE NORTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHWEST QUARTER OF SAID SECTION 24.
SAID SECTION 25.
THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.

EXCEPTING THEREFROM

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

ALSO EXCEPTING THEREFROM

LYING IN A PORTION OF SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 83 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 2A, RECORDED IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE SOUTHERLY LINE OF LOTS 80-83 OF SAID UNIT NO. 2A, SOUTH 73° 29' 26" EAST 236.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 80, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A, RECORDED IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2050.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 73° 34' 28" EAST:

THENCE SOUTHWESTERLY 83.51 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 20' 02";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY), SOUTH 14° 05' 30" WEST 403.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3950.00 FEET;

THENCE SOUTHWESTERLY 711.46 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 19' 12";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 24° 24' 42" WEST 191.79 FEET TO THE NORTHEAST CORNER OF LOT "G" AS SHOWN ON SAID UNIT NO. 2A;

THENCE, LEAVING SAID LOT Q (DIABLO GRANDE PARKWAY) AND ALONG THE NORTHERLY AND NORTHWESTERLY LINE OF SAID LOT "G" THE FOLLOWING FOURTEEN (14) COURSES,
1) NORTH 42° 45' 41" WEST 133.47 FEET;

2) SOUTH 88° 27' 05" WEST 267.42 FEET;
3) SOUTH 73° 45' 35" WEST 95.44 FEET;
4) SOUTH 27° 12' 53" WEST 158.45 FEET;
5) SOUTH 24° 15' 47" WEST 110.69 FEET;
6) SOUTH 42° 18' 25" WEST 86.40 FEET;
7) SOUTH 55° 43' 53" WEST 97.48 FEET;
8) SOUTH 62° 32' 00" WEST 79.77 FEET;
9) SOUTH 58° 08' 05" WEST 70.21 FEET;
10) SOUTH 61° 10' 01" WEST 64.73 FEET;
11) SOUTH 65° 06' 21" WEST 56.33 FEET;
12) SOUTH 43° 43' 06" WEST 42.66 FEET;
13) SOUTH 00° 03' 41" WEST 35.78 FEET;
14) SOUTH 20° 25' 20" EAST 72.35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT "G", BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY);

THENCE, ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) NORTH 80° 47' 30" WEST 233.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET;

THENCE WESTERLY 186.39 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 11' 17" TO THE SOUTHEAST CORNER OF LOT 313 AS SHOWN ON CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-130367 AND SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 29 OF RECORD OF SURVEYS, PAGE 91, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF SAID LOT 313 THE FOLLOWING THIRTY-EIGHT (38) COURSES:

1) NORTH 18° 42' 20" WEST 19.75 FEET;
2) NORTH 01° 34' 18" WEST 86.99 FEET;
3) NORTH 20° 00' 23" WEST 63.25 FEET;
4) NORTH 01° 34' 18" WEST 230.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 88° 25' 42" WEST;
5) WESTERLY 6.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 33' 01";
6) NORTH 35° 29' 08" EAST 9.94 FEET;
7) NORTH 83° 21' 43" EAST 362.79 FEET;
8) NORTH 51° 28' 35" EAST 202.57 FEET;
9) NORTH 08° 41' 55" WEST 255.16 FEET;
10) SOUTH 76° 33' 06" WEST 396.36 FEET;
11) SOUTH 08° 41' 55" EAST 130.45 FEET;
12) SOUTH 48° 23' 41" WEST 173.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 80° 08' 21" WEST;
13) NORTHWESTERLY 208.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 24' 49" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 62° 43' 32" EAST;
14) NORTHEASTERLY 42.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 06' 19";
15) NORTH 16° 10' 09" WEST 67.94 FEET;
16) SOUTH 83° 08' 51" WEST 249.20 FEET;
17) NORTH 31° 30' 37" WEST 21.45 FEET;
18) NORTH 84° 50' 24" WEST 158.20 FEET;
19) SOUTH 65° 14' 31" WEST 44.64 FEET;
20) SOUTH 53° 54' 20" WEST 67.47 FEET;
21) SOUTH 23° 48' 17" WEST 17.38 FEET;

22) SOUTH 35° 34' 26" EAST 74.48 FEET;
23) SOUTH 07° 17' 47" EAST 27.51 FEET;
24) SOUTH 38° 28' 49" WEST 41.84 FEET;
25) SOUTH 56° 03' 56" WEST 48.54 FEET;
26) SOUTH 00° 35' 41" EAST 110.01 FEET;
27) NORTH 81° 48' 05" EAST 117.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE
SOUTHWEST, HAVING A RADIUS OF 95.00 FEET;
28) SOUTHEASTERLY 37.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 46' 08";
29) SOUTH 75° 25' 47" EAST 22.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE
SOUTHWEST, HAVING A RADIUS OF 140.00 FEET;
30) SOUTHEASTERLY 122.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 04' 37";
31) SOUTH 25° 21' 10" EAST 70.19 FEET;
32) NORTH 89° 53' 14" EAST 197.23 FEET;
33) NORTH 20° 06' 26" EAST 213.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE
SOUTHWEST, HAVING A RADIUS OF 625.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS
SOUTH 75° 07' 59" WEST;
34) SOUTHWESTERLY 145.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 17' 43";
35) SOUTH 01° 34' 18" EAST 230.46 FEET;
36) SOUTH 16° 51' 48" WEST 63.24 FEET;
37) SOUTH 01° 34' 18" EAST 76.25 FEET;
38) SOUTH 24° 37' 14" WEST 21.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 313, BEING ALSO A
POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY) AND THE BEGINNING OF
A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET AND TO
WHICH BEGINNING A RADIAL LINE BEARS SOUTH 02° 25' 19" WEST;

THENCE SOUTHWESTERLY 140.74 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE
PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 09' 44";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH
89° 15' 35" WEST 443.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING
A RADIUS OF 950.00 FEET;

THENCE SOUTHWESTERLY 266.48 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE
PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 04' 18";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH
73° 11' 17" WEST 21.42 FEET TO THE SOUTHEAST CORNER OF LOT 229 AS SHOWN ON THE MAP ENTITLED
DIABLO GRANDE, UNIT NO. 1A PATIO HOMES-PHASE 2, RECORDED IN BOOK 41 OF MAPS, PAGE 88,
STANISLAUS COUNTY RECORDS;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINES OF LOTS
229 THRU 215 THE FOLLOWING EIGHT (8) COURSES:

1) NORTH 17° 07' 15" WEST 97.55 FEET;
2) NORTH 45° 26' 06" WEST 215.69 FEET;
3) NORTH 51° 21' 11" WEST 94.03 FEET;
4) NORTH 42° 13' 00" WEST 57.94 FEET;
5) NORTH 46° 03' 05" WEST 53.30 FEET;
6) NORTH 51° 41' 41" WEST 188.05 FEET;
7) NORTH 46° 44' 48" WEST 32.66 FEET;
8) SOUTH 70° 11' 18" WEST 87.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING ALSO A
POINT ON THE EASTERLY LINE OF LOT P (PANOZ ROAD) AS SHOWN ON SAID UNIT NO. 1A;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS P (PANOZ
ROAD), LOTS 214 THRU 208, 205, LOT M (VALLEY VIEW PLACE), LOTS 204, 175 THRU 163 AND LOT C

(MORTON DAVIS DRIVE) OF SAID UNIT 1A THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) NORTH 22° 40' 51" WEST 58.64 FEET
- 2) NORTH 60° 51' 18" EAST 65.42 FEET;
- 3) NORTH 03° 30' 04" EAST 133.72 FEET;
- 4) NORTH 22° 40' 51" WEST 295.18 FEET;
- 5) NORTH 10° 03' 01" WEST 210.01 FEET;
- 6) NORTH 77° 36' 20" EAST 56.99 FEET;
- 7) NORTH 09° 02' 59" EAST 121.18 FEET;
- 8) NORTH 49° 27' 17" WEST 62.71 FEET;
- 9) SOUTH 89° 52' 38" WEST 19.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 42.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 66° 34' 51" WEST;
- 10) NORTHWESTERLY 45.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 42' 19";
- 11) NORTH 01° 06' 25" WEST 116.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 825.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 26° 02' 42" WEST;
- 12) NORTHEASTERLY 24.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 40' 13";
- 13) NORTH 27° 42' 55" WEST 50.00 FEET;
- 14) NORTH 52° 17' 46" WEST 148.15 FEET;
- 15) NORTH 45° 31' 38" WEST 100.90 FEET;
- 16) NORTH 40° 49' 36" WEST 100.56 FEET;
- 17) NORTH 33° 21' 12" WEST 197.25 FEET;
- 18) NORTH 30° 36' 20" WEST 182.81 FEET;
- 19) NORTH 19° 48' 45" WEST 99.82 FEET;
- 20) NORTH 12° 05' 28" WEST 101.52 FEET;
- 21) NORTH 12° 52' 38" WEST 41.06 FEET;
- 22) NORTH 30° 04' 34" WEST 59.69 FEET;
- 23) NORTH 34° 41' 21" WEST 41.91 FEET;
- 24) NORTH 18° 26' 47" WEST 53.72 FEET;
- 25) NORTH 02° 37' 17" WEST 79.86 FEET;
- 26) NORTH 31° 53' 18" WEST 115.00 FEET;
- 27) NORTH 83° 48' 07" WEST 85.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 525.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 83° 48' 07" EAST;
- 28) NORTHEASTERLY 54.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 54' 44";
- 29) NORTH 77° 56' 16" WEST 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 77° 53' 38" WEST;
- 30) SOUTHWESTERLY 22.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 06' 46";
- 31) NORTH 81° 46' 52" WEST 60.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 08° 13' 08" WEST;
- 32) SOUTHWESTERLY 139.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 47' 56";
- 33) SOUTH 79° 25' 12" WEST 69.77 FEET TO THE SOUTHEAST CORNER OF LOT 154 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1D, RECORDED IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS 154 THRU 149 AND LOT 2 OF SAID UNIT NO. 1D, THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 10° 34' 48" WEST 64.39 FEET;
- 2) NORTH 34° 14' 11" WEST 725.15 FEET;
- 3) NORTH 37° 53' 49" WEST 233.78 FEET;
- 4) NORTH 42° 30' 57" WEST 277.57 FEET;

5) NORTH 68° 55' 42" WEST 126.22 FEET;
THENCE NORTH 10° 00' 00" EAST 630.00 FEET;
THENCE NORTH 65° 00' 00" EAST 380.00 FEET;
THENCE SOUTH 33° 45' 00" EAST 3425.00 FEET;
THENCE NORTH 12° 35' 00" EAST 700.00 FEET;
THENCE SOUTH 85° 00' 00" EAST 470.00 FEET;
THENCE SOUTH 28° 45' 00" EAST 600.00 FEET;
THENCE SOUTH 14° 00' 00" EAST 725.00 FEET;
THENCE NORTH 80° 00' 00" EAST 200.00 FEET;
THENCE NORTH 45° 00' 00" EAST 225.00 FEET;
THENCE NORTH 80° 00' 00" EAST 550.00 FEET;
THENCE NORTH 55° 45' 00" EAST 350.00 FEET;
THENCE NORTH 14° 00' 00" EAST 225.00 FEET;
THENCE NORTH 38° 52' 00" EAST 220.50 FEET;
THENCE SOUTH 73° 42' 28" EAST 409.88 FEET TO HE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING LANDS:

THAT CERTAIN PROPERTY LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, GRANTED TO PACIFIC BLUE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BY GRANT DEED RECORDED ON FEBRUARY 22, 2008 AS DOCUMENT NO. 2008-0018169, STANISLAUS COUNTY RECORDS.

ALL OF THE LOTS AND STREETS SHOWN ON THE MAP ENTITLED "DIABLO GRANDE UNIT NO. 1A" RECORDED MAY 13, 2003 IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS.

ALL PARCELS SHOWN ON PARCEL MAP RECORDED MARCH 31, 2005 IN BOOK 53 OF PARCEL MAPS, PAGE 70, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 1B" RECORDED MAY 11, 2006 IN BOOK 43 OF MAPS, PAGE 14, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 2A" RECORDED JULY 13, 2006 IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT 1D" RECORDED OCTOBER 26, 2006 IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS.

PARCEL 1 AS SHOWN ON THAT PARCEL MAP 2005-27, RECORDED DECEMBER 12, 2014 IN BOOK 57 OF PARCEL MAPS, PAGE 8, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 13, GRANTED TO WESTERN HILLS WATER DISTRICT, A CALIFORNIA WATER DISTRICT, BY GRANT DEED RECORDED ON JANUARY 23, 2017 AS DOCUMENT NO. 2017-0004429, STANISLAUS COUNTY RECORDS AND RE-RECORDED JANUARY 24, 2019 AS INSTRUMENT NO. 2019-0003982-00, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 19, GRANTED TO THE WEST STANISLAUS COUNTY FIRE PROTECTION DISTRICT, BY GRANT DEED RECORDED AUGUST 25, 2017 AS DOCUMENT NO. 20170062269, STANISLAUS COUNTY RECORDS.

SAID PARCEL SHOWN AS RESULTANT PARCEL 1 ON THAT CERTAIN CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED JUNE 25, 2018 AS INSTRUMENT NO. 2018-0043272-00, STANISLAUS COUNTY OFFICIAL RECORDS AND RE-RECORDED JULY 17, 2019 AS INSTRUMENT NO. 2019-0046544-00, STANISLAUS COUNTY OFFICIAL RECORDS.

APN(S): 025-046-008; 025-046-014 (NOT YET ASSESSED, PORTIONS OF 025-046-009 & 025-046-012); PORTION OF 025-047-010 (NOT YET ASSESSED, PORTION OF 025-047-005); 025-047-008; 025-039-013; 025-039-015; 025-

7. APN 025-039-021-000 (formerly 025-039-012-000) (Holes 3-15 of Ranch Course)
(Owner: World International, LLC)

LYING IN A PORTION OF SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 83 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 2A, RECORDED IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE SOUTHERLY LINE OF LOTS 80-83 OF SAID UNIT NO. 2A, SOUTH 73° 29' 26" EAST 236.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 80, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AS SHOWN ON THE MAP ENTITLED

DIABLO GRANDE, UNIT NO. 1A, RECORDED IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2050.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 73° 34' 28" EAST:

THENCE SOUTHWESTERLY 83.51 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 20' 02";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY), SOUTH 14° 05' 30" WEST 403.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3950.00 FEET;

THENCE SOUTHWESTERLY 711.46 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 19' 12";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 24° 24' 42" WEST 191.79 FEET TO THE NORTHEAST CORNER OF LOT "G" AS SHOWN ON SAID UNIT NO. 2A;

THENCE, LEAVING SAID LOT Q (DIABLO GRANDE PARKWAY) AND ALONG THE NORTHERLY AND NORTHWESTERLY LINE OF SAID LOT "G" THE FOLLOWING FOURTEEN (14) COURSES,

- 1) NORTH 42° 45' 41" WEST 133.47 FEET;
- 2) SOUTH 88° 27' 05" WEST 267.42 FEET;
- 3) SOUTH 73° 45' 35" WEST 95.44 FEET;
- 4) SOUTH 27° 12' 53" WEST 158.45 FEET;
- 5) SOUTH 24° 15' 47" WEST 110.69 FEET;
- 6) SOUTH 42° 18' 25" WEST 86.40 FEET;
- 7) SOUTH 55° 43' 53" WEST 97.48 FEET;
- 8) SOUTH 62° 32' 00" WEST 79.77 FEET;
- 9) SOUTH 58° 08' 05" WEST 70.21 FEET;
- 10) SOUTH 61° 10' 01" WEST 64.73 FEET;
- 11) SOUTH 65° 06' 21" WEST 56.33 FEET;
- 12) SOUTH 43° 43' 06" WEST 42.66 FEET;
- 13) SOUTH 00° 03' 41" WEST 35.78 FEET;

14) SOUTH 20° 25' 20" EAST 72.35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT "G", BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY);

THENCE, ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) NORTH 80° 47' 30" WEST 233.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET;

THENCE WESTERLY 186.39 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 11' 17" TO THE SOUTHEAST CORNER OF LOT 313 AS SHOWN ON CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-130367 AND SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 29 OF RECORD OF SURVEYS, PAGE 91, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF SAID LOT 313 THE FOLLOWING THIRTY-EIGHT (38) COURSES:

- 1) NORTH 18° 42' 20" WEST 19.75 FEET;
- 2) NORTH 01° 34' 18" WEST 86.99 FEET;
- 3) NORTH 20° 00' 23" WEST 63.25 FEET;
- 4) NORTH 01° 34' 18" WEST 230.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 88° 25' 42" WEST;
- 5) WESTERLY 6.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 33' 01";
- 6) NORTH 35° 29' 08" EAST 9.94 FEET;
- 7) NORTH 83° 21' 43" EAST 362.79 FEET;
- 8) NORTH 51° 28' 35" EAST 202.57 FEET;
- 9) NORTH 08° 41' 55" WEST 255.16 FEET;
- 10) SOUTH 76° 33' 06" WEST 396.36 FEET;
- 11) SOUTH 08° 41' 55" EAST 130.45 FEET;
- 12) SOUTH 48° 23' 41" WEST 173.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 80° 08' 21" WEST;
- 13) NORTHWESTERLY 208.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 24' 49" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 62° 43' 32" EAST;
- 14) NORTHEASTERLY 42.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 06' 19";
- 15) NORTH 16° 10' 09" WEST 67.94 FEET;
- 16) SOUTH 83° 08' 51" WEST 249.20 FEET;
- 17) NORTH 31° 30' 37" WEST 21.45 FEET;
- 18) NORTH 84° 50' 24" WEST 158.20 FEET;
- 19) SOUTH 65° 14' 31" WEST 44.64 FEET;
- 20) SOUTH 53° 54' 20" WEST 67.47 FEET;
- 21) SOUTH 23° 48' 17" WEST 17.38 FEET;
- 22) SOUTH 35° 34' 26" EAST 74.48 FEET;
- 23) SOUTH 07° 17' 47" EAST 27.51 FEET;
- 24) SOUTH 38° 28' 49" WEST 41.84 FEET;
- 25) SOUTH 56° 03' 56" WEST 48.54 FEET;
- 26) SOUTH 00° 35' 41" EAST 110.01 FEET;
- 27) NORTH 81° 48' 05" EAST 117.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 95.00 FEET;
- 28) SOUTHEASTERLY 37.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 46' 08";
- 29) SOUTH 75° 25' 47" EAST 22.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 140.00 FEET;
- 30) SOUTHEASTERLY 122.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 04'

37";
31) SOUTH 25° 21' 10" EAST 70.19 FEET;
32) NORTH 89° 53' 14" EAST 197.23 FEET;
33) NORTH 20° 06' 26" EAST 213.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE
CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 625.00 FEET AND TO WHICH BEGINNING A
RADIAL LINE BEARS SOUTH 75° 07' 59" WEST;
34) SOUTHWESTERLY 145.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 17'
43";
35) SOUTH 01° 34' 18" EAST 230.46 FEET;
36) SOUTH 16° 51' 48" WEST 63.24 FEET;
37) SOUTH 01° 34' 18" EAST 76.25 FEET;
38) SOUTH 24° 37' 14" WEST 21.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 313, BEING
ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY) AND THE
BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF
2550.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 02° 25' 19" WEST;

THENCE SOUTHWESTERLY 140.74 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO
GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 09' 44";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY)
SOUTH 89° 15' 35" WEST 443.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE
SOUTHEAST, HAVING A RADIUS OF 950.00 FEET;

THENCE SOUTHWESTERLY 266.48 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO
GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 04' 18";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY)
SOUTH 73° 11' 17" WEST 21.42 FEET TO THE SOUTHEAST CORNER OF LOT 229 AS SHOWN ON
THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A PATIO HOMES-PHASE 2, RECORDED IN BOOK
41 OF MAPS, PAGE 88, STANISLAUS COUNTY RECORDS;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINES OF LOTS 229
THRU 215 THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 17° 07' 15" WEST 97.55 FEET;
- 2) NORTH 45° 26' 06" WEST 215.69 FEET;
- 3) NORTH 51° 21' 11" WEST 94.03 FEET;
- 4) NORTH 42° 13' 00" WEST 57.94 FEET;
- 5) NORTH 46° 03' 05" WEST 53.30 FEET;
- 6) NORTH 51° 41' 41" WEST 188.05 FEET;
- 7) NORTH 46° 44' 48" WEST 32.66 FEET;
- 8) SOUTH 70° 11' 18" WEST 87.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING
ALSO A POINT ON THE EASTERLY LINE OF LOT P (PANOZ ROAD) AS SHOWN ON SAID UNIT NO.
1A;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS P (PANOZ
ROAD), LOTS 214 THRU 208, 205, LOT M (VALLEY VIEW PLACE), LOTS 204, 175 THRU 163 AND
LOT C (MORTON DAVIS DRIVE) OF SAID UNIT 1A THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) NORTH 22° 40' 51" WEST 58.64 FEET;
- 2) NORTH 60° 51' 18" EAST 65.42 FEET;
- 3) NORTH 03° 30' 04" EAST 133.72 FEET;
- 4) NORTH 22° 40' 51" WEST 295.18 FEET;
- 5) NORTH 10° 03' 01" WEST 210.01 FEET;
- 6) NORTH 77° 36' 20" EAST 56.99 FEET;
- 7) NORTH 09° 02' 59" EAST 121.18 FEET;

- 8) NORTH 49° 27' 17" WEST 62.71 FEET;
- 9) SOUTH 89° 52' 38" WEST 19.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 42.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 66° 34' 51" WEST;
- 10) NORTHWESTERLY 45.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 42' 19";
- 11) NORTH 01° 06' 25" WEST 116.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 825.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 26° 02' 42" WEST;
- 12) NORTHEASTERLY 24.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 40' 13";
- 13) NORTH 27° 42' 55" WEST 50.00 FEET;
- 14) NORTH 52° 17' 46" WEST 148.15 FEET;
- 15) NORTH 45° 31' 38" WEST 100.90 FEET;
- 16) NORTH 40° 49' 36" WEST 100.56 FEET;
- 17) NORTH 33° 21' 12" WEST 197.25 FEET;
- 18) NORTH 30° 36' 20" WEST 182.81 FEET;
- 19) NORTH 19° 48' 45" WEST 99.82 FEET;
- 20) NORTH 12° 05' 28" WEST 101.52 FEET;
- 21) NORTH 12° 52' 38" WEST 41.06 FEET;
- 22) NORTH 30° 04' 34" WEST 59.69 FEET;
- 23) NORTH 34° 41' 21" WEST 41.91 FEET;
- 24) NORTH 18° 26' 47" WEST 53.72 FEET;
- 25) NORTH 02° 37' 17" WEST 79.86 FEET;
- 26) NORTH 31° 53' 18" WEST 115.00 FEET;
- 27) NORTH 83° 48' 07" WEST 85.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 525.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 83° 48' 07" EAST;
- 28) NORTHEASTERLY 54.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 54' 44";
- 29) NORTH 77° 56' 16" WEST 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 77° 53' 38" WEST;
- 30) SOUTHWESTERLY 22.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 06' 46";
- 31) NORTH 81° 46' 52" WEST 60.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 08° 13' 08" WEST;
- 32) SOUTHWESTERLY 139.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 47' 56";
- 33) SOUTH 79° 25' 12" WEST 69.77 FEET TO THE SOUTHEAST CORNER OF LOT 154 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1D, RECORDED IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS 154 THRU 149 AND LOT 2 OF SAID UNIT NO. 1D, THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 10° 34' 48" WEST 64.39 FEET;
 - 2) NORTH 34° 14' 11" WEST 725.15 FEET;
 - 3) NORTH 37° 53' 49" WEST 233.78 FEET;
 - 4) NORTH 42° 30' 57" WEST 277.57 FEET;
 - 5) NORTH 68° 55' 42" WEST 126.22 FEET;
- THENCE NORTH 10° 00' 00" EAST 630.00 FEET;
 THENCE NORTH 65° 00' 00" EAST 380.00 FEET;
 THENCE SOUTH 33° 45' 00" EAST 3425.00 FEET;
 THENCE NORTH 12° 35' 00" EAST 700.00 FEET;

THENCE SOUTH 85° 00' 00" EAST 470.00 FEET;
THENCE SOUTH 28° 45' 00" EAST 600.00 FEET;
THENCE SOUTH 14° 00' 00" EAST 725.00 FEET;
THENCE NORTH 80° 00' 00" EAST 200.00 FEET;
THENCE NORTH 45° 00' 00" EAST 225.00 FEET;
THENCE NORTH 80° 00' 00" EAST 550.00 FEET;
THENCE NORTH 55° 45' 00" EAST 350.00 FEET;
THENCE NORTH 14° 00' 00" EAST 225.00 FEET;
THENCE NORTH 38° 52' 00" EAST 220.50 FEET;
THENCE SOUTH 73° 42' 28" EAST 409.88 FEET TO THE POINT OF BEGINNING.

8. APN 025-040-003-000 (vineyard / Site for Hotel) (Owner: Angels Crossing LLC)

LOT 314 OF DIABLO GRANDE UNIT 1A AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD ON MAY 13, 2003 IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS.

CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 09, 2003-152704.

CERTIFICATE OF CORRECTION RECORDED OCTOBER 10, 2003, SERIES NO. 2003-175174

9. APN 025-040-005-000 (vineyard / golf course maintenance shed) (Owner: Angels Crossing LLC)

This parcel, among others, is legally described in Exhibit "A" to the Grant Deed recorded on May 7, 2020, as Document No. 2020-0031614-00 in the Official Records of Stanislaus County, California, under the heading "Parcel 23," as follows:

PARCEL 23:

LYING IN A PORTION OF SECTIONS 13, 24, 25 & 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 7, 18 AND 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA. THE FOLLOWING DESCRIPTION COMPRISES ONE LEGAL PARCEL AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7.
THE SOUTHEAST QUARTER OF SAID SECTION 7.
LOT 10 OF SAID SECTION 7.
LOTS 1, 2, 5, 6, 7, 8, 9 OF SAID SECTION 18.
THE NORTH HALF OF LOT 10 OF SAID SECTION 18.
THE SOUTH 725 FEET OF LOT 3 OF SAID SECTION 18.
THE NORTH HALF OF LOT 2 OF SAID SECTION 19.
LOTS 3, 4, 5, 6, 7, 8 OF SAID SECTION 19.
THE SOUTH HALF OF LOT 9 OF SAID SECTION 19.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13.

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE NORTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHWEST QUARTER OF SAID SECTION 24.
SAID SECTION 25.
THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.

EXCEPTING THEREFROM

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

ALSO EXCEPTING THEREFROM

LYING IN A PORTION OF SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 83 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 2A, RECORDED IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE SOUTHERLY LINE OF LOTS 80-83 OF SAID UNIT NO. 2A, SOUTH 73° 29' 26" EAST 236.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 80, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A, RECORDED IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2050.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 73° 34' 28" EAST:

THENCE SOUTHWESTERLY 83.51 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 20' 02";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY), SOUTH 14° 05' 30" WEST 403.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3950.00 FEET;

THENCE SOUTHWESTERLY 711.46 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 19' 12";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 24° 24' 42" WEST 191.79 FEET TO THE NORTHEAST CORNER OF LOT "G" AS SHOWN ON SAID UNIT NO. 2A;

THENCE, LEAVING SAID LOT Q (DIABLO GRANDE PARKWAY) AND ALONG THE NORTHERLY AND NORTHWESTERLY LINE OF SAID LOT "G" THE FOLLOWING FOURTEEN (14) COURSES,

- 1) NORTH 42° 45' 41" WEST 133.47 FEET;
- 2) SOUTH 88° 27' 05" WEST 267.42 FEET;

3) SOUTH 73° 45' 35" WEST 95.44 FEET;
4) SOUTH 27° 12' 53" WEST 158.45 FEET;
5) SOUTH 24° 15' 47" WEST 110.69 FEET;
6) SOUTH 42° 18' 25" WEST 86.40 FEET;
7) SOUTH 55° 43' 53" WEST 97.48 FEET;
8) SOUTH 62° 32' 00" WEST 79.77 FEET;
9) SOUTH 58° 08' 05" WEST 70.21 FEET;
10) SOUTH 61° 10' 01" WEST 64.73 FEET;
11) SOUTH 65° 06' 21" WEST 56.33 FEET;
12) SOUTH 43° 43' 06" WEST 42.66 FEET;
13) SOUTH 00° 03' 41" WEST 35.78 FEET;
14) SOUTH 20° 25' 20" EAST 72.35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT "G", BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY);

THENCE, ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) NORTH 80° 47' 30" WEST 233.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET;

THENCE WESTERLY 186.39 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 11' 17" TO THE SOUTHEAST CORNER OF LOT 313 AS SHOWN ON CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-130367 AND SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 29 OF RECORD OF SURVEYS, PAGE 91, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF SAID LOT 313 THE FOLLOWING THIRTY-EIGHT (38) COURSES:

1) NORTH 18° 42' 20" WEST 19.75 FEET;
2) NORTH 01° 34' 18" WEST 86.99 FEET;
3) NORTH 20° 00' 23" WEST 63.25 FEET;
4) NORTH 01° 34' 18" WEST 230.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 88° 25' 42" WEST;
5) WESTERLY 6.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 33' 01";
6) NORTH 35° 29' 08" EAST 9.94 FEET;
7) NORTH 83° 21' 43" EAST 362.79 FEET;
8) NORTH 51° 28' 35" EAST 202.57 FEET;
9) NORTH 08° 41' 55" WEST 255.16 FEET;
10) SOUTH 76° 33' 06" WEST 396.36 FEET;
11) SOUTH 08° 41' 55" EAST 130.45 FEET;
12) SOUTH 48° 23' 41" WEST 173.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 80° 08' 21" WEST;
13) NORTHWESTERLY 208.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 24' 49" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 62° 43' 32" EAST;
14) NORTHEASTERLY 42.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 06' 19";
15) NORTH 16° 10' 09" WEST 67.94 FEET;
16) SOUTH 83° 08' 51" WEST 249.20 FEET;
17) NORTH 31° 30' 37" WEST 21.45 FEET;
18) NORTH 84° 50' 24" WEST 158.20 FEET;
19) SOUTH 65° 14' 31" WEST 44.64 FEET;
20) SOUTH 53° 54' 20" WEST 67.47 FEET;
21) SOUTH 23° 48' 17" WEST 17.38 FEET;
22) SOUTH 35° 34' 26" EAST 74.48 FEET;

23) SOUTH 07° 17' 47" EAST 27.51 FEET;
24) SOUTH 38° 28' 49" WEST 41.84 FEET;
25) SOUTH 56° 03' 56" WEST 48.54 FEET;
26) SOUTH 00° 35' 41" EAST 110.01 FEET;
27) NORTH 81° 48' 05" EAST 117.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE
SOUTHWEST, HAVING A RADIUS OF 95.00 FEET;
28) SOUTHEASTERLY 37.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 46' 08";
29) SOUTH 75° 25' 47" EAST 22.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE
SOUTHWEST, HAVING A RADIUS OF 140.00 FEET;
30) SOUTHEASTERLY 122.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 04' 37";
31) SOUTH 25° 21' 10" EAST 70.19 FEET;
32) NORTH 89° 53' 14" EAST 197.23 FEET;
33) NORTH 20° 06' 26" EAST 213.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE
SOUTHWEST, HAVING A RADIUS OF 625.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS
SOUTH 75° 07' 59" WEST;
34) SOUTHWESTERLY 145.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 17' 43";
35) SOUTH 01° 34' 18" EAST 230.46 FEET;
36) SOUTH 16° 51' 48" WEST 63.24 FEET;
37) SOUTH 01° 34' 18" EAST 76.25 FEET;
38) SOUTH 24° 37' 14" WEST 21.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 313, BEING ALSO A
POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY) AND THE BEGINNING OF
A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET AND TO
WHICH BEGINNING A RADIAL LINE BEARS SOUTH 02° 25' 19" WEST;

THENCE SOUTHWESTERLY 140.74 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE
PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 09' 44";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH
89° 15' 35" WEST 443.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING
A RADIUS OF 950.00 FEET;

THENCE SOUTHWESTERLY 266.48 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE
PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 04' 18";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH
73° 11' 17" WEST 21.42 FEET TO THE SOUTHEAST CORNER OF LOT 229 AS SHOWN ON THE MAP ENTITLED
DIABLO GRANDE, UNIT NO. 1A PATIO HOMES-PHASE 2, RECORDED IN BOOK 41 OF MAPS, PAGE 88,
STANISLAUS COUNTY RECORDS;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINES OF LOTS
229 THRU 215 THE FOLLOWING EIGHT (8) COURSES:

1) NORTH 17° 07' 15" WEST 97.55 FEET;
2) NORTH 45° 26' 06" WEST 215.69 FEET;
3) NORTH 51° 21' 11" WEST 94.03 FEET;
4) NORTH 42° 13' 00" WEST 57.94 FEET;
5) NORTH 46° 03' 05" WEST 53.30 FEET;
6) NORTH 51° 41' 41" WEST 188.05 FEET;
7) NORTH 46° 44' 48" WEST 32.66 FEET;
8) SOUTH 70° 11' 18" WEST 87.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING ALSO A
POINT ON THE EASTERLY LINE OF LOT P (PANOZ ROAD) AS SHOWN ON SAID UNIT NO. 1A;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS P (PANOZ
ROAD), LOTS 214 THRU 208, 205, LOT M (VALLEY VIEW PLACE), LOTS 204, 175 THRU 163 AND LOT C
(MORTON DAVIS DRIVE) OF SAID UNIT 1A THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) NORTH 22° 40' 51" WEST 58.64 FEET
- 2) NORTH 60° 51' 18" EAST 65.42 FEET;
- 3) NORTH 03° 30' 04" EAST 133.72 FEET;
- 4) NORTH 22° 40' 51" WEST 295.18 FEET;
- 5) NORTH 10° 03' 01" WEST 210.01 FEET;
- 6) NORTH 77° 36' 20" EAST 56.99 FEET;
- 7) NORTH 09° 02' 59" EAST 121.18 FEET;
- 8) NORTH 49° 27' 17" WEST 62.71 FEET;
- 9) SOUTH 89° 52' 38" WEST 19.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 42.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 66° 34' 51" WEST;
- 10) NORTHWESTERLY 45.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 42' 19";
- 11) NORTH 01° 06' 25" WEST 116.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 825.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 26° 02' 42" WEST;
- 12) NORTHEASTERLY 24.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 40' 13";
- 13) NORTH 27° 42' 55" WEST 50.00 FEET;
- 14) NORTH 52° 17' 46" WEST 148.15 FEET;
- 15) NORTH 45° 31' 38" WEST 100.90 FEET;
- 16) NORTH 40° 49' 36" WEST 100.56 FEET;
- 17) NORTH 33° 21' 12" WEST 197.25 FEET;
- 18) NORTH 30° 36' 20" WEST 182.81 FEET;
- 19) NORTH 19° 48' 45" WEST 99.82 FEET;
- 20) NORTH 12° 05' 28" WEST 101.52 FEET;
- 21) NORTH 12° 52' 38" WEST 41.06 FEET;
- 22) NORTH 30° 04' 34" WEST 59.69 FEET;
- 23) NORTH 34° 41' 21" WEST 41.91 FEET;
- 24) NORTH 18° 26' 47" WEST 53.72 FEET;
- 25) NORTH 02° 37' 17" WEST 79.86 FEET;
- 26) NORTH 31° 53' 18" WEST 115.00 FEET;
- 27) NORTH 83° 48' 07" WEST 85.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 525.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 83° 48' 07" EAST;
- 28) NORTHEASTERLY 54.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 54' 44";
- 29) NORTH 77° 56' 16" WEST 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 77° 53' 38" WEST;
- 30) SOUTHWESTERLY 22.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 06' 46";
- 31) NORTH 81° 46' 52" WEST 60.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 08° 13' 08" WEST;
- 32) SOUTHWESTERLY 139.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 47' 56";
- 33) SOUTH 79° 25' 12" WEST 69.77 FEET TO THE SOUTHEAST CORNER OF LOT 154 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1D, RECORDED IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS 154 THRU 149 AND LOT 2 OF SAID UNIT NO. 1D, THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 10° 34' 48" WEST 64.39 FEET;
 - 2) NORTH 34° 14' 11" WEST 725.15 FEET;
 - 3) NORTH 37° 53' 49" WEST 233.78 FEET;
 - 4) NORTH 42° 30' 57" WEST 277.57 FEET;
 - 5) NORTH 68° 55' 42" WEST 126.22 FEET;
- THENCE NORTH 10° 00' 00" EAST 630.00 FEET;

THENCE NORTH 65° 00' 00" EAST 380.00 FEET;
THENCE SOUTH 33° 45' 00" EAST 3425.00 FEET;
THENCE NORTH 12° 35' 00" EAST 700.00 FEET;
THENCE SOUTH 85° 00' 00" EAST 470.00 FEET;
THENCE SOUTH 28° 45' 00" EAST 600.00 FEET;
THENCE SOUTH 14° 00' 00" EAST 725.00 FEET;
THENCE NORTH 80° 00' 00" EAST 200.00 FEET;
THENCE NORTH 45° 00' 00" EAST 225.00 FEET;
THENCE NORTH 80° 00' 00" EAST 550.00 FEET;
THENCE NORTH 55° 45' 00" EAST 350.00 FEET;
THENCE NORTH 14° 00' 00" EAST 225.00 FEET;
THENCE NORTH 38° 52' 00" EAST 220.50 FEET;
THENCE SOUTH 73° 42' 28" EAST 409.88 FEET TO HE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING LANDS:

THAT CERTAIN PROPERTY LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, GRANTED TO PACIFIC BLUE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BY GRANT DEED RECORDED ON FEBRUARY 22, 2008 AS DOCUMENT NO. 2008-0018169, STANISLAUS COUNTY RECORDS.

ALL OF THE LOTS AND STREETS SHOWN ON THE MAP ENTITLED "DIABLO GRANDE UNIT NO. 1A" RECORDED MAY 13, 2003 IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS.

ALL PARCELS SHOWN ON PARCEL MAP RECORDED MARCH 31, 2005 IN BOOK 53 OF PARCEL MAPS, PAGE 70, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 1B" RECORDED MAY 11, 2006 IN BOOK 43 OF MAPS, PAGE 14, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 2A" RECORDED JULY 13, 2006 IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT 1D" RECORDED OCTOBER 26, 2006 IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS.

PARCEL 1 AS SHOWN ON THAT PARCEL MAP 2005-27, RECORDED DECEMBER 12, 2014 IN BOOK 57 OF PARCEL MAPS, PAGE 8, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 13, GRANTED TO WESTERN HILLS WATER DISTRICT, A CALIFORNIA WATER DISTRICT, BY GRANT DEED RECORDED ON JANUARY 23, 2017 AS DOCUMENT NO. 2017-0004429, STANISLAUS COUNTY RECORDS AND RE-RECORDED JANUARY 24, 2019 AS INSTRUMENT NO. 2019-0003982-00, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 19, GRANTED TO THE WEST STANISLAUS COUNTY FIRE PROTECTION DISTRICT, BY GRANT DEED RECORDED AUGUST 25, 2017 AS DOCUMENT NO. 20170062269, STANISLAUS COUNTY RECORDS.

SAID PARCEL SHOWN AS RESULTANT PARCEL 1 ON THAT CERTAIN CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED JUNE 25, 2018 AS INSTRUMENT NO. 2018-0043272-00, STANISLAUS COUNTY OFFICIAL RECORDS AND RE-RECORDED JULY 17, 2019 AS INSTRUMENT NO. 2019-0046544-00, STANISLAUS COUNTY OFFICIAL RECORDS.

APN(S): 025-046-008; 025-046-014 (NOT YET ASSESSED, PORTIONS OF 025-046-009 & 025-046-012); PORTION OF 025-047-010 (NOT YET ASSESSED, PORTION OF 025-047-005); 025-047-008; 025-039-013; 025-039-015; 025-039-018; 025-040-001 (PORTION OF); 025-040-016; 025-040-005; 025-039-020 & 025-005-010

10. APN 025-040-016-000 (formerly 025-040-012-000) (undeveloped land / storage area / old runway) (Owner: Angels Crossing LLC)

This parcel, among others, is legally described in Exhibit “A” to the Grant Deed recorded on May 7, 2020, as Document No. 2020-0031614-00 in the Official Records of Stanislaus County, California, under the heading “Parcel 23,” as follows:

PARCEL 23:

LYING IN A PORTION OF SECTIONS 13, 24, 25 & 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 7, 18 AND 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA. THE FOLLOWING DESCRIPTION COMPRISES ONE LEGAL PARCEL AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7.
THE SOUTHEAST QUARTER OF SAID SECTION 7.
LOT 10 OF SAID SECTION 7.
LOTS 1, 2, 5, 6, 7, 8, 9 OF SAID SECTION 18.
THE NORTH HALF OF LOT 10 OF SAID SECTION 18.
THE SOUTH 725 FEET OF LOT 3 OF SAID SECTION 18.
THE NORTH HALF OF LOT 2 OF SAID SECTION 19.
LOTS 3, 4, 5, 6, 7, 8 OF SAID SECTION 19.
THE SOUTH HALF OF LOT 9 OF SAID SECTION 19.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE NORTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHWEST QUARTER OF SAID SECTION 24.
SAID SECTION 25.
THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.

EXCEPTING THEREFROM

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

ALSO EXCEPTING THEREFROM

LYING IN A PORTION OF SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 83 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 2A, RECORDED IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE SOUTHERLY LINE OF LOTS 80-83 OF SAID UNIT NO. 2A, SOUTH 73° 29' 26" EAST 236.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 80, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A, RECORDED IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2050.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 73° 34' 28" EAST:

THENCE SOUTHWESTERLY 83.51 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 20' 02";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY), SOUTH 14° 05' 30" WEST 403.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3950.00 FEET;

THENCE SOUTHWESTERLY 711.46 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 19' 12";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 24° 24' 42" WEST 191.79 FEET TO THE NORTHEAST CORNER OF LOT "G" AS SHOWN ON SAID UNIT NO. 2A;

THENCE, LEAVING SAID LOT Q (DIABLO GRANDE PARKWAY) AND ALONG THE NORTHERLY AND NORTHWESTERLY LINE OF SAID LOT "G" THE FOLLOWING FOURTEEN (14) COURSES,

- 1) NORTH 42° 45' 41" WEST 133.47 FEET;
- 2) SOUTH 88° 27' 05" WEST 267.42 FEET;
- 3) SOUTH 73° 45' 35" WEST 95.44 FEET;
- 4) SOUTH 27° 12' 53" WEST 158.45 FEET;
- 5) SOUTH 24° 15' 47" WEST 110.69 FEET;
- 6) SOUTH 42° 18' 25" WEST 86.40 FEET;
- 7) SOUTH 55° 43' 53" WEST 97.48 FEET;
- 8) SOUTH 62° 32' 00" WEST 79.77 FEET;
- 9) SOUTH 58° 08' 05" WEST 70.21 FEET;
- 10) SOUTH 61° 10' 01" WEST 64.73 FEET;
- 11) SOUTH 65° 06' 21" WEST 56.33 FEET;
- 12) SOUTH 43° 43' 06" WEST 42.66 FEET;
- 13) SOUTH 00° 03' 41" WEST 35.78 FEET;
- 14) SOUTH 20° 25' 20" EAST 72.35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT "G", BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY);

THENCE, ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) NORTH 80° 47' 30" WEST 233.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET;

THENCE WESTERLY 186.39 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 11' 17" TO THE SOUTHEAST CORNER OF

LOT 313 AS SHOWN ON CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-130367 AND SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 29 OF RECORD OF SURVEYS, PAGE 91, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF SAID LOT 313 THE FOLLOWING THIRTY-EIGHT (38) COURSES:

- 1) NORTH 18° 42' 20" WEST 19.75 FEET;
- 2) NORTH 01° 34' 18" WEST 86.99 FEET;
- 3) NORTH 20° 00' 23" WEST 63.25 FEET;
- 4) NORTH 01° 34' 18" WEST 230.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 88° 25' 42" WEST;
- 5) WESTERLY 6.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 33' 01";
- 6) NORTH 35° 29' 08" EAST 9.94 FEET;
- 7) NORTH 83° 21' 43" EAST 362.79 FEET;
- 8) NORTH 51° 28' 35" EAST 202.57 FEET;
- 9) NORTH 08° 41' 55" WEST 255.16 FEET;
- 10) SOUTH 76° 33' 06" WEST 396.36 FEET;
- 11) SOUTH 08° 41' 55" EAST 130.45 FEET;
- 12) SOUTH 48° 23' 41" WEST 173.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 80° 08' 21" WEST;
- 13) NORTHWESTERLY 208.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 24' 49" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 62° 43' 32" EAST;
- 14) NORTHEASTERLY 42.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 06' 19";
- 15) NORTH 16° 10' 09" WEST 67.94 FEET;
- 16) SOUTH 83° 08' 51" WEST 249.20 FEET;
- 17) NORTH 31° 30' 37" WEST 21.45 FEET;
- 18) NORTH 84° 50' 24" WEST 158.20 FEET;
- 19) SOUTH 65° 14' 31" WEST 44.64 FEET;
- 20) SOUTH 53° 54' 20" WEST 67.47 FEET;
- 21) SOUTH 23° 48' 17" WEST 17.38 FEET;
- 22) SOUTH 35° 34' 26" EAST 74.48 FEET;
- 23) SOUTH 07° 17' 47" EAST 27.51 FEET;
- 24) SOUTH 38° 28' 49" WEST 41.84 FEET;
- 25) SOUTH 56° 03' 56" WEST 48.54 FEET;
- 26) SOUTH 00° 35' 41" EAST 110.01 FEET;
- 27) NORTH 81° 48' 05" EAST 117.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 95.00 FEET;
- 28) SOUTHEASTERLY 37.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 46' 08";
- 29) SOUTH 75° 25' 47" EAST 22.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 140.00 FEET;
- 30) SOUTHEASTERLY 122.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 04' 37";
- 31) SOUTH 25° 21' 10" EAST 70.19 FEET;
- 32) NORTH 89° 53' 14" EAST 197.23 FEET;
- 33) NORTH 20° 06' 26" EAST 213.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 625.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 75° 07' 59" WEST;
- 34) SOUTHWESTERLY 145.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 17' 43";
- 35) SOUTH 01° 34' 18" EAST 230.46 FEET;
- 36) SOUTH 16° 51' 48" WEST 63.24 FEET;
- 37) SOUTH 01° 34' 18" EAST 76.25 FEET;

38) SOUTH 24° 37' 14" WEST 21.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 313, BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY) AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 02° 25' 19" WEST;

THENCE SOUTHWESTERLY 140.74 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 09' 44";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 89° 15' 35" WEST 443.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 950.00 FEET;

THENCE SOUTHWESTERLY 266.48 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 04' 18";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 73° 11' 17" WEST 21.42 FEET TO THE SOUTHEAST CORNER OF LOT 229 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A PATIO HOMES-PHASE 2, RECORDED IN BOOK 41 OF MAPS, PAGE 88, STANISLAUS COUNTY RECORDS;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINES OF LOTS 229 THRU 215 THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 17° 07' 15" WEST 97.55 FEET;
- 2) NORTH 45° 26' 06" WEST 215.69 FEET;
- 3) NORTH 51° 21' 11" WEST 94.03 FEET;
- 4) NORTH 42° 13' 00" WEST 57.94 FEET;
- 5) NORTH 46° 03' 05" WEST 53.30 FEET;
- 6) NORTH 51° 41' 41" WEST 188.05 FEET;
- 7) NORTH 46° 44' 48" WEST 32.66 FEET;
- 8) SOUTH 70° 11' 18" WEST 87.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING ALSO A POINT ON THE EASTERLY LINE OF LOT P (PANOZ ROAD) AS SHOWN ON SAID UNIT NO. 1A;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS P (PANOZ ROAD), LOTS 214 THRU 208, 205, LOT M (VALLEY VIEW PLACE), LOTS 204, 175 THRU 163 AND LOT C (MORTON DAVIS DRIVE) OF SAID UNIT 1A THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) NORTH 22° 40' 51" WEST 58.64 FEET
- 2) NORTH 60° 51' 18" EAST 65.42 FEET;
- 3) NORTH 03° 30' 04" EAST 133.72 FEET;
- 4) NORTH 22° 40' 51" WEST 295.18 FEET;
- 5) NORTH 10° 03' 01" WEST 210.01 FEET;
- 6) NORTH 77° 36' 20" EAST 56.99 FEET;
- 7) NORTH 09° 02' 59" EAST 121.18 FEET;
- 8) NORTH 49° 27' 17" WEST 62.71 FEET;
- 9) SOUTH 89° 52' 38" WEST 19.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 42.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 66° 34' 51" WEST;
- 10) NORTHWESTERLY 45.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 42' 19";
- 11) NORTH 01° 06' 25" WEST 116.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 825.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 26° 02' 42" WEST;
- 12) NORTHEASTERLY 24.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 40' 13";
- 13) NORTH 27° 42' 55" WEST 50.00 FEET;
- 14) NORTH 52° 17' 46" WEST 148.15 FEET;
- 15) NORTH 45° 31' 38" WEST 100.90 FEET;

16) NORTH 40° 49' 36" WEST 100.56 FEET;
17) NORTH 33° 21' 12" WEST 197.25 FEET;
18) NORTH 30° 36' 20" WEST 182.81 FEET;
19) NORTH 19° 48' 45" WEST 99.82 FEET;
20) NORTH 12° 05' 28" WEST 101.52 FEET;
21) NORTH 12° 52' 38" WEST 41.06 FEET;
22) NORTH 30° 04' 34" WEST 59.69 FEET;
23) NORTH 34° 41' 21" WEST 41.91 FEET;
24) NORTH 18° 26' 47" WEST 53.72 FEET;
25) NORTH 02° 37' 17" WEST 79.86 FEET;
26) NORTH 31° 53' 18" WEST 115.00 FEET;
27) NORTH 83° 48' 07" WEST 85.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 525.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 83° 48' 07" EAST;
28) NORTHEASTERLY 54.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 54' 44";
29) NORTH 77° 56' 16" WEST 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 77° 53' 38" WEST;
30) SOUTHWESTERLY 22.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 06' 46";
31) NORTH 81° 46' 52" WEST 60.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 08° 13' 08" WEST;
32) SOUTHWESTERLY 139.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 47' 56";
33) SOUTH 79° 25' 12" WEST 69.77 FEET TO THE SOUTHEAST CORNER OF LOT 154 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1D, RECORDED IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS 154 THRU 149 AND LOT 2 OF SAID UNIT NO. 1D, THE FOLLOWING FIVE (5) COURSES:

1) NORTH 10° 34' 48" WEST 64.39 FEET;
2) NORTH 34° 14' 11" WEST 725.15 FEET;
3) NORTH 37° 53' 49" WEST 233.78 FEET;
4) NORTH 42° 30' 57" WEST 277.57 FEET;
5) NORTH 68° 55' 42" WEST 126.22 FEET;
THENCE NORTH 10° 00' 00" EAST 630.00 FEET;
THENCE NORTH 65° 00' 00" EAST 380.00 FEET;
THENCE SOUTH 33° 45' 00" EAST 3425.00 FEET;
THENCE NORTH 12° 35' 00" EAST 700.00 FEET;
THENCE SOUTH 85° 00' 00" EAST 470.00 FEET;
THENCE SOUTH 28° 45' 00" EAST 600.00 FEET;
THENCE SOUTH 14° 00' 00" EAST 725.00 FEET;
THENCE NORTH 80° 00' 00" EAST 200.00 FEET;
THENCE NORTH 45° 00' 00" EAST 225.00 FEET;
THENCE NORTH 80° 00' 00" EAST 550.00 FEET;
THENCE NORTH 55° 45' 00" EAST 350.00 FEET;
THENCE NORTH 14° 00' 00" EAST 225.00 FEET;
THENCE NORTH 38° 52' 00" EAST 220.50 FEET;
THENCE SOUTH 73° 42' 28" EAST 409.88 FEET TO HE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING LANDS:

THAT CERTAIN PROPERTY LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, GRANTED TO PACIFIC BLUE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BY GRANT DEED RECORDED ON FEBRUARY 22, 2008 AS DOCUMENT NO. 2008-0018169, STANISLAUS COUNTY RECORDS.

ALL OF THE LOTS AND STREETS SHOWN ON THE MAP ENTITLED "DIABLO GRANDE UNIT NO. 1A" RECORDED MAY 13, 2003 IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS.

ALL PARCELS SHOWN ON PARCEL MAP RECORDED MARCH 31, 2005 IN BOOK 53 OF PARCEL MAPS, PAGE 70, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 1B" RECORDED MAY 11, 2006 IN BOOK 43 OF MAPS, PAGE 14, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 2A" RECORDED JULY 13, 2006 IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT 1D" RECORDED OCTOBER 26, 2006 IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS.

PARCEL 1 AS SHOWN ON THAT PARCEL MAP 2005-27, RECORDED DECEMBER 12, 2014 IN BOOK 57 OF PARCEL MAPS, PAGE 8, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 13, GRANTED TO WESTERN HILLS WATER DISTRICT, A CALIFORNIA WATER DISTRICT, BY GRANT DEED RECORDED ON JANUARY 23, 2017 AS DOCUMENT NO. 2017-0004429, STANISLAUS COUNTY RECORDS AND RE-RECORDED JANUARY 24, 2019 AS INSTRUMENT NO. 2019-0003982-00, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 19, GRANTED TO THE WEST STANISLAUS COUNTY FIRE PROTECTION DISTRICT, BY GRANT DEED RECORDED AUGUST 25, 2017 AS DOCUMENT NO. 20170062269, STANISLAUS COUNTY RECORDS.

SAID PARCEL SHOWN AS RESULTANT PARCEL 1 ON THAT CERTAIN CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED JUNE 25, 2018 AS INSTRUMENT NO. 2018-0043272-00, STANISLAUS COUNTY OFFICIAL RECORDS AND RE-RECORDED JULY 17, 2019 AS INSTRUMENT NO. 2019-0046544-00, STANISLAUS COUNTY OFFICIAL RECORDS.

APN(S): 025-046-008; 025-046-014 (NOT YET ASSESSED, PORTIONS OF 025-046-009 & 025-046-012); PORTION OF 025-047-010 (NOT YET ASSESSED, PORTION OF 025-047-005); 025-047-008; 025-039-013; 025-039-015; 025-039-018; 025-040-001 (PORTION OF); 025-040-016; 025-040-005; 025-039-020 & 025-005-010

11. APN 025-046-008-000 (formerly 025-046-001-000 and 025-040-001-000)
(club house / Legends Course) (Owner: Angels Crossing LLC)

PORTIONS OF SECTIONS 13, 24, 25 AND 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATED IN STANISLAUS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID LAND IS A PORTION OF PARCEL 23 DESCRIBED IN THAT CERTAIN GRANT DEED FROM WORLD INTERNATIONAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTOR, TO ANGEL'S CROSSING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, GRANTEE, RECORDED MAY 7, 2020 AS INSTRUMENT NO. 2020-0031614 OF OFFICIAL RECORDS.

SAID LAND IS FURTHER IDENTIFIED AS APN: 025-046-008-00 ON THE TAX ASSESSOR MAP BOOK 025 PAGE 046.

12. APN 025-046-014-000 (formerly 025-046-004-000) (part of Legends Golf Course / undeveloped land) (Owner: Angels Crossing LLC)

This parcel, among others, is legally described in Exhibit "A" to the Grant Deed recorded on May 7, 2020, as Document No. 2020-0031614-00 in the Official Records of Stanislaus County, California, under the heading "Parcel 23," as follows:

PARCEL 23:

LYING IN A PORTION OF SECTIONS 13, 24, 25 & 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 7, 18 AND 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA. THE FOLLOWING DESCRIPTION COMPRISES ONE LEGAL PARCEL AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7.
THE SOUTHEAST QUARTER OF SAID SECTION 7.
LOT 10 OF SAID SECTION 7.
LOTS 1, 2, 5, 6, 7, 8, 9 OF SAID SECTION 18.
THE NORTH HALF OF LOT 10 OF SAID SECTION 18.
THE SOUTH 725 FEET OF LOT 3 OF SAID SECTION 18.
THE NORTH HALF OF LOT 2 OF SAID SECTION 19.
LOTS 3, 4, 5, 6, 7, 8 OF SAID SECTION 19.
THE SOUTH HALF OF LOT 9 OF SAID SECTION 19.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE NORTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHWEST QUARTER OF SAID SECTION 24.
SAID SECTION 25.
THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.

EXCEPTING THEREFROM

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

ALSO EXCEPTING THEREFROM

LYING IN A PORTION OF SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND

MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 83 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 2A, RECORDED IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE SOUTHERLY LINE OF LOTS 80-83 OF SAID UNIT NO. 2A, SOUTH 73° 29' 26" EAST 236.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 80, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A, RECORDED IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2050.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 73° 34' 28" EAST:

THENCE SOUTHWESTERLY 83.51 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 20' 02";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY), SOUTH 14° 05' 30" WEST 403.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3950.00 FEET;

THENCE SOUTHWESTERLY 711.46 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 19' 12";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 24° 24' 42" WEST 191.79 FEET TO THE NORTHEAST CORNER OF LOT "G" AS SHOWN ON SAID UNIT NO. 2A;

THENCE, LEAVING SAID LOT Q (DIABLO GRANDE PARKWAY) AND ALONG THE NORTHERLY AND NORTHWESTERLY LINE OF SAID LOT "G" THE FOLLOWING FOURTEEN (14) COURSES,

- 1) NORTH 42° 45' 41" WEST 133.47 FEET;
- 2) SOUTH 88° 27' 05" WEST 267.42 FEET;
- 3) SOUTH 73° 45' 35" WEST 95.44 FEET;
- 4) SOUTH 27° 12' 53" WEST 158.45 FEET;
- 5) SOUTH 24° 15' 47" WEST 110.69 FEET;
- 6) SOUTH 42° 18' 25" WEST 86.40 FEET;
- 7) SOUTH 55° 43' 53" WEST 97.48 FEET;
- 8) SOUTH 62° 32' 00" WEST 79.77 FEET;
- 9) SOUTH 58° 08' 05" WEST 70.21 FEET;
- 10) SOUTH 61° 10' 01" WEST 64.73 FEET;
- 11) SOUTH 65° 06' 21" WEST 56.33 FEET;
- 12) SOUTH 43° 43' 06" WEST 42.66 FEET;
- 13) SOUTH 00° 03' 41" WEST 35.78 FEET;
- 14) SOUTH 20° 25' 20" EAST 72.35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT "G", BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY);

THENCE, ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) NORTH 80° 47' 30" WEST 233.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET;

THENCE WESTERLY 186.39 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 11' 17" TO THE SOUTHEAST CORNER OF LOT 313 AS SHOWN ON CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-130367 AND SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 29 OF RECORD OF SURVEYS, PAGE 91, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF SAID LOT 313 THE FOLLOWING THIRTY-EIGHT (38) COURSES:

- 1) NORTH 18° 42' 20" WEST 19.75 FEET;
- 2) NORTH 01° 34' 18" WEST 86.99 FEET;
- 3) NORTH 20° 00' 23" WEST 63.25 FEET;
- 4) NORTH 01° 34' 18" WEST 230.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 88° 25' 42" WEST;
- 5) WESTERLY 6.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 33' 01";
- 6) NORTH 35° 29' 08" EAST 9.94 FEET;
- 7) NORTH 83° 21' 43" EAST 362.79 FEET;
- 8) NORTH 51° 28' 35" EAST 202.57 FEET;
- 9) NORTH 08° 41' 55" WEST 255.16 FEET;
- 10) SOUTH 76° 33' 06" WEST 396.36 FEET;
- 11) SOUTH 08° 41' 55" EAST 130.45 FEET;
- 12) SOUTH 48° 23' 41" WEST 173.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 80° 08' 21" WEST;
- 13) NORTHWESTERLY 208.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 24' 49" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 62° 43' 32" EAST;
- 14) NORTHEASTERLY 42.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 06' 19";
- 15) NORTH 16° 10' 09" WEST 67.94 FEET;
- 16) SOUTH 83° 08' 51" WEST 249.20 FEET;
- 17) NORTH 31° 30' 37" WEST 21.45 FEET;
- 18) NORTH 84° 50' 24" WEST 158.20 FEET;
- 19) SOUTH 65° 14' 31" WEST 44.64 FEET;
- 20) SOUTH 53° 54' 20" WEST 67.47 FEET;
- 21) SOUTH 23° 48' 17" WEST 17.38 FEET;
- 22) SOUTH 35° 34' 26" EAST 74.48 FEET;
- 23) SOUTH 07° 17' 47" EAST 27.51 FEET;
- 24) SOUTH 38° 28' 49" WEST 41.84 FEET;
- 25) SOUTH 56° 03' 56" WEST 48.54 FEET;
- 26) SOUTH 00° 35' 41" EAST 110.01 FEET;
- 27) NORTH 81° 48' 05" EAST 117.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 95.00 FEET;
- 28) SOUTHEASTERLY 37.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 46' 08";
- 29) SOUTH 75° 25' 47" EAST 22.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 140.00 FEET;
- 30) SOUTHEASTERLY 122.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 04' 37";
- 31) SOUTH 25° 21' 10" EAST 70.19 FEET;
- 32) NORTH 89° 53' 14" EAST 197.23 FEET;
- 33) NORTH 20° 06' 26" EAST 213.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 625.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 75° 07' 59" WEST;
- 34) SOUTHWESTERLY 145.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 17' 43";
- 35) SOUTH 01° 34' 18" EAST 230.46 FEET;
- 36) SOUTH 16° 51' 48" WEST 63.24 FEET;
- 37) SOUTH 01° 34' 18" EAST 76.25 FEET;
- 38) SOUTH 24° 37' 14" WEST 21.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 313, BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY) AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET AND TO

WHICH BEGINNING A RADIAL LINE BEARS SOUTH 02° 25' 19" WEST;

THENCE SOUTHWESTERLY 140.74 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 09' 44";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 89° 15' 35" WEST 443.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 950.00 FEET;

THENCE SOUTHWESTERLY 266.48 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 04' 18";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 73° 11' 17" WEST 21.42 FEET TO THE SOUTHEAST CORNER OF LOT 229 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A PATIO HOMES-PHASE 2, RECORDED IN BOOK 41 OF MAPS, PAGE 88, STANISLAUS COUNTY RECORDS;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINES OF LOTS 229 THRU 215 THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 17° 07' 15" WEST 97.55 FEET;
- 2) NORTH 45° 26' 06" WEST 215.69 FEET;
- 3) NORTH 51° 21' 11" WEST 94.03 FEET;
- 4) NORTH 42° 13' 00" WEST 57.94 FEET;
- 5) NORTH 46° 03' 05" WEST 53.30 FEET;
- 6) NORTH 51° 41' 41" WEST 188.05 FEET;
- 7) NORTH 46° 44' 48" WEST 32.66 FEET;
- 8) SOUTH 70° 11' 18" WEST 87.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING ALSO A POINT ON THE EASTERLY LINE OF LOT P (PANOZ ROAD) AS SHOWN ON SAID UNIT NO. 1A;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS P (PANOZ ROAD), LOTS 214 THRU 208, 205, LOT M (VALLEY VIEW PLACE), LOTS 204, 175 THRU 163 AND LOT C (MORTON DAVIS DRIVE) OF SAID UNIT 1A THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) NORTH 22° 40' 51" WEST 58.64 FEET
- 2) NORTH 60° 51' 18" EAST 65.42 FEET;
- 3) NORTH 03° 30' 04" EAST 133.72 FEET;
- 4) NORTH 22° 40' 51" WEST 295.18 FEET;
- 5) NORTH 10° 03' 01" WEST 210.01 FEET;
- 6) NORTH 77° 36' 20" EAST 56.99 FEET;
- 7) NORTH 09° 02' 59" EAST 121.18 FEET;
- 8) NORTH 49° 27' 17" WEST 62.71 FEET;
- 9) SOUTH 89° 52' 38" WEST 19.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 42.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 66° 34' 51" WEST;
- 10) NORTHWESTERLY 45.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 42' 19";
- 11) NORTH 01° 06' 25" WEST 116.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 825.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 26° 02' 42" WEST;
- 12) NORTHEASTERLY 24.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 40' 13";
- 13) NORTH 27° 42' 55" WEST 50.00 FEET;
- 14) NORTH 52° 17' 46" WEST 148.15 FEET;
- 15) NORTH 45° 31' 38" WEST 100.90 FEET;
- 16) NORTH 40° 49' 36" WEST 100.56 FEET;
- 17) NORTH 33° 21' 12" WEST 197.25 FEET;
- 18) NORTH 30° 36' 20" WEST 182.81 FEET;

19) NORTH 19° 48' 45" WEST 99.82 FEET;
20) NORTH 12° 05' 28" WEST 101.52 FEET;
21) NORTH 12° 52' 38" WEST 41.06 FEET;
22) NORTH 30° 04' 34" WEST 59.69 FEET;
23) NORTH 34° 41' 21" WEST 41.91 FEET;
24) NORTH 18° 26' 47" WEST 53.72 FEET;
25) NORTH 02° 37' 17" WEST 79.86 FEET;
26) NORTH 31° 53' 18" WEST 115.00 FEET;
27) NORTH 83° 48' 07" WEST 85.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 525.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 83° 48' 07" EAST;
28) NORTHEASTERLY 54.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 54' 44";
29) NORTH 77° 56' 16" WEST 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 77° 53' 38" WEST;
30) SOUTHWESTERLY 22.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 06' 46";
31) NORTH 81° 46' 52" WEST 60.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 08° 13' 08" WEST;
32) SOUTHWESTERLY 139.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 47' 56";
33) SOUTH 79° 25' 12" WEST 69.77 FEET TO THE SOUTHEAST CORNER OF LOT 154 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1D, RECORDED IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS 154 THRU 149 AND LOT 2 OF SAID UNIT NO. 1D, THE FOLLOWING FIVE (5) COURSES:

1) NORTH 10° 34' 48" WEST 64.39 FEET;
2) NORTH 34° 14' 11" WEST 725.15 FEET;
3) NORTH 37° 53' 49" WEST 233.78 FEET;
4) NORTH 42° 30' 57" WEST 277.57 FEET;
5) NORTH 68° 55' 42" WEST 126.22 FEET;
THENCE NORTH 10° 00' 00" EAST 630.00 FEET;
THENCE NORTH 65° 00' 00" EAST 380.00 FEET;
THENCE SOUTH 33° 45' 00" EAST 3425.00 FEET;
THENCE NORTH 12° 35' 00" EAST 700.00 FEET;
THENCE SOUTH 85° 00' 00" EAST 470.00 FEET;
THENCE SOUTH 28° 45' 00" EAST 600.00 FEET;
THENCE SOUTH 14° 00' 00" EAST 725.00 FEET;
THENCE NORTH 80° 00' 00" EAST 200.00 FEET;
THENCE NORTH 45° 00' 00" EAST 225.00 FEET;
THENCE NORTH 80° 00' 00" EAST 550.00 FEET;
THENCE NORTH 55° 45' 00" EAST 350.00 FEET;
THENCE NORTH 14° 00' 00" EAST 225.00 FEET;
THENCE NORTH 38° 52' 00" EAST 220.50 FEET;
THENCE SOUTH 73° 42' 28" EAST 409.88 FEET TO HE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING LANDS:

THAT CERTAIN PROPERTY LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, GRANTED TO PACIFIC BLUE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BY GRANT DEED RECORDED ON FEBRUARY 22, 2008 AS DOCUMENT NO. 2008-0018169, STANISLAUS COUNTY RECORDS.

ALL OF THE LOTS AND STREETS SHOWN ON THE MAP ENTITLED "DIABLO GRANDE UNIT NO. 1A" RECORDED MAY 13, 2003 IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS.

ALL PARCELS SHOWN ON PARCEL MAP RECORDED MARCH 31, 2005 IN BOOK 53 OF PARCEL MAPS, PAGE 70, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 1B" RECORDED MAY 11, 2006 IN BOOK 43 OF MAPS, PAGE 14, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 2A" RECORDED JULY 13, 2006 IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT 1D" RECORDED OCTOBER 26, 2006 IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS.

PARCEL 1 AS SHOWN ON THAT PARCEL MAP 2005-27, RECORDED DECEMBER 12, 2014 IN BOOK 57 OF PARCEL MAPS, PAGE 8, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 13, GRANTED TO WESTERN HILLS WATER DISTRICT, A CALIFORNIA WATER DISTRICT, BY GRANT DEED RECORDED ON JANUARY 23, 2017 AS DOCUMENT NO. 2017-0004429, STANISLAUS COUNTY RECORDS AND RE-RECORDED JANUARY 24, 2019 AS INSTRUMENT NO. 2019-0003982-00, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 19, GRANTED TO THE WEST STANISLAUS COUNTY FIRE PROTECTION DISTRICT, BY GRANT DEED RECORDED AUGUST 25, 2017 AS DOCUMENT NO. 20170062269, STANISLAUS COUNTY RECORDS.

SAID PARCEL SHOWN AS RESULTANT PARCEL 1 ON THAT CERTAIN CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED JUNE 25, 2018 AS INSTRUMENT NO. 2018-0043272-00, STANISLAUS COUNTY OFFICIAL RECORDS AND RE-RECORDED JULY 17, 2019 AS INSTRUMENT NO. 2019-0046544-00, STANISLAUS COUNTY OFFICIAL RECORDS.

APN(S): 025-046-008; 025-046-014 (NOT YET ASSESSED, PORTIONS OF 025-046-009 & 025-046-012); PORTION OF 025-047-010 (NOT YET ASSESSED, PORTION OF 025-047-005); 025-047-008; 025-039-013; 025-039-015; 025-039-018; 025-040-001 (PORTION OF); 025-040-016; 025-040-005; 025-039-020 & 025-005-010

13. APN 025-047-003-000 (house on lot surrounded by APN 025-047-010-000) (Owner: Angels Crossing LLC)

PARCEL 1 AS SHOWN ON THAT PARCEL MAP 2005-27, RECORDED DECEMBER 12, 2014 IN BOOK 57 OF PARCEL MAPS, PAGE 8, STANISLAUS COUNTY OFFICIAL RECORDS.

14. APN 025-047-010-000 (formerly 025-047-004-000) (part of Legends Golf Course / large lot with house) (Owner: Angels Crossing LLC)

This parcel, among others, is legally described in Exhibit "A" to the Grant Deed recorded on May 7, 2020, as Document No. 2020-0031614-00 in the Official Records of Stanislaus County, California, under the heading "Parcel 23," as follows:

PARCEL 23:

LYING IN A PORTION OF SECTIONS 13, 24, 25 & 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 7, 18 AND 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA. THE FOLLOWING DESCRIPTION

COMPRISES ONE LEGAL PARCEL AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7.
THE SOUTHEAST QUARTER OF SAID SECTION 7.
LOT 10 OF SAID SECTION 7.
LOTS 1, 2, 5, 6, 7, 8, 9 OF SAID SECTION 18.
THE NORTH HALF OF LOT 10 OF SAID SECTION 18.
THE SOUTH 725 FEET OF LOT 3 OF SAID SECTION 18.
THE NORTH HALF OF LOT 2 OF SAID SECTION 19.
LOTS 3, 4, 5, 6, 7, 8 OF SAID SECTION 19.
THE SOUTH HALF OF LOT 9 OF SAID SECTION 19.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE SOUTHEAST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE NORTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHEAST QUARTER OF SAID SECTION 24.
THE SOUTHWEST QUARTER OF SAID SECTION 24.
SAID SECTION 25.
THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.

EXCEPTING THEREFROM

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

ALSO EXCEPTING THEREFROM

LYING IN A PORTION OF SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 83 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 2A, RECORDED IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE SOUTHERLY LINE OF LOTS 80-83 OF SAID UNIT NO. 2A, SOUTH 73° 29' 26" EAST 236.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 80, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A, RECORDED IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2050.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 73° 34' 28" EAST:

THENCE SOUTHWESTERLY 83.51 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 20' 02";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY), SOUTH 14° 05' 30" WEST 403.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3950.00 FEET;

THENCE SOUTHWESTERLY 711.46 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 19' 12";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 24° 24' 42" WEST 191.79 FEET TO THE NORTHEAST CORNER OF LOT "G" AS SHOWN ON SAID UNIT NO. 2A;

THENCE, LEAVING SAID LOT Q (DIABLO GRANDE PARKWAY) AND ALONG THE NORTHERLY AND NORTHWESTERLY LINE OF SAID LOT "G" THE FOLLOWING FOURTEEN (14) COURSES,

- 1) NORTH 42° 45' 41" WEST 133.47 FEET;
- 2) SOUTH 88° 27' 05" WEST 267.42 FEET;
- 3) SOUTH 73° 45' 35" WEST 95.44 FEET;
- 4) SOUTH 27° 12' 53" WEST 158.45 FEET;
- 5) SOUTH 24° 15' 47" WEST 110.69 FEET;
- 6) SOUTH 42° 18' 25" WEST 86.40 FEET;
- 7) SOUTH 55° 43' 53" WEST 97.48 FEET;
- 8) SOUTH 62° 32' 00" WEST 79.77 FEET;
- 9) SOUTH 58° 08' 05" WEST 70.21 FEET;
- 10) SOUTH 61° 10' 01" WEST 64.73 FEET;
- 11) SOUTH 65° 06' 21" WEST 56.33 FEET;
- 12) SOUTH 43° 43' 06" WEST 42.66 FEET;
- 13) SOUTH 00° 03' 41" WEST 35.78 FEET;
- 14) SOUTH 20° 25' 20" EAST 72.35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT "G", BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY);

THENCE, ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) NORTH 80° 47' 30" WEST 233.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET;

THENCE WESTERLY 186.39 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 11' 17" TO THE SOUTHEAST CORNER OF LOT 313 AS SHOWN ON CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-130367 AND SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 29 OF RECORD OF SURVEYS, PAGE 91, STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF SAID LOT 313 THE FOLLOWING THIRTY-EIGHT (38) COURSES:

- 1) NORTH 18° 42' 20" WEST 19.75 FEET;
- 2) NORTH 01° 34' 18" WEST 86.99 FEET;
- 3) NORTH 20° 00' 23" WEST 63.25 FEET;
- 4) NORTH 01° 34' 18" WEST 230.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 88° 25' 42" WEST;
- 5) WESTERLY 6.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 33' 01";
- 6) NORTH 35° 29' 08" EAST 9.94 FEET;

7) NORTH 83° 21' 43" EAST 362.79 FEET;
8) NORTH 51° 28' 35" EAST 202.57 FEET;
9) NORTH 08° 41' 55" WEST 255.16 FEET;
10) SOUTH 76° 33' 06" WEST 396.36 FEET;
11) SOUTH 08° 41' 55" EAST 130.45 FEET;
12) SOUTH 48° 23' 41" WEST 173.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 80° 08' 21" WEST;
13) NORTHWESTERLY 208.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 24' 49" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 62° 43' 32" EAST;
14) NORTHEASTERLY 42.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 06' 19";
15) NORTH 16° 10' 09" WEST 67.94 FEET;
16) SOUTH 83° 08' 51" WEST 249.20 FEET;
17) NORTH 31° 30' 37" WEST 21.45 FEET;
18) NORTH 84° 50' 24" WEST 158.20 FEET;
19) SOUTH 65° 14' 31" WEST 44.64 FEET;
20) SOUTH 53° 54' 20" WEST 67.47 FEET;
21) SOUTH 23° 48' 17" WEST 17.38 FEET;
22) SOUTH 35° 34' 26" EAST 74.48 FEET;
23) SOUTH 07° 17' 47" EAST 27.51 FEET;
24) SOUTH 38° 28' 49" WEST 41.84 FEET;
25) SOUTH 56° 03' 56" WEST 48.54 FEET;
26) SOUTH 00° 35' 41" EAST 110.01 FEET;
27) NORTH 81° 48' 05" EAST 117.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 95.00 FEET;
28) SOUTHEASTERLY 37.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 46' 08";
29) SOUTH 75° 25' 47" EAST 22.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 140.00 FEET;
30) SOUTHEASTERLY 122.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 04' 37";
31) SOUTH 25° 21' 10" EAST 70.19 FEET;
32) NORTH 89° 53' 14" EAST 197.23 FEET;
33) NORTH 20° 06' 26" EAST 213.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 625.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 75° 07' 59" WEST;
34) SOUTHWESTERLY 145.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 17' 43";
35) SOUTH 01° 34' 18" EAST 230.46 FEET;
36) SOUTH 16° 51' 48" WEST 63.24 FEET;
37) SOUTH 01° 34' 18" EAST 76.25 FEET;
38) SOUTH 24° 37' 14" WEST 21.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 313, BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY) AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 02° 25' 19" WEST;

THENCE SOUTHWESTERLY 140.74 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 09' 44";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 89° 15' 35" WEST 443.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 950.00 FEET;

THENCE SOUTHWESTERLY 266.48 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 04' 18";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH

73° 11' 17" WEST 21.42 FEET TO THE SOUTHEAST CORNER OF LOT 229 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A PATIO HOMES-PHASE 2, RECORDED IN BOOK 41 OF MAPS, PAGE 88, STANISLAUS COUNTY RECORDS;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINES OF LOTS 229 THRU 215 THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 17° 07' 15" WEST 97.55 FEET;
- 2) NORTH 45° 26' 06" WEST 215.69 FEET;
- 3) NORTH 51° 21' 11" WEST 94.03 FEET;
- 4) NORTH 42° 13' 00" WEST 57.94 FEET;
- 5) NORTH 46° 03' 05" WEST 53.30 FEET;
- 6) NORTH 51° 41' 41" WEST 188.05 FEET;
- 7) NORTH 46° 44' 48" WEST 32.66 FEET;
- 8) SOUTH 70° 11' 18" WEST 87.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING ALSO A POINT ON THE EASTERLY LINE OF LOT P (PANOZ ROAD) AS SHOWN ON SAID UNIT NO. 1A;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS P (PANOZ ROAD), LOTS 214 THRU 208, 205, LOT M (VALLEY VIEW PLACE), LOTS 204, 175 THRU 163 AND LOT C (MORTON DAVIS DRIVE) OF SAID UNIT 1A THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) NORTH 22° 40' 51" WEST 58.64 FEET
- 2) NORTH 60° 51' 18" EAST 65.42 FEET;
- 3) NORTH 03° 30' 04" EAST 133.72 FEET;
- 4) NORTH 22° 40' 51" WEST 295.18 FEET;
- 5) NORTH 10° 03' 01" WEST 210.01 FEET;
- 6) NORTH 77° 36' 20" EAST 56.99 FEET;
- 7) NORTH 09° 02' 59" EAST 121.18 FEET;
- 8) NORTH 49° 27' 17" WEST 62.71 FEET;
- 9) SOUTH 89° 52' 38" WEST 19.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 42.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 66° 34' 51" WEST;
- 10) NORTHWESTERLY 45.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 42' 19";
- 11) NORTH 01° 06' 25" WEST 116.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 825.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 26° 02' 42" WEST;
- 12) NORTHEASTERLY 24.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 40' 13";
- 13) NORTH 27° 42' 55" WEST 50.00 FEET;
- 14) NORTH 52° 17' 46" WEST 148.15 FEET;
- 15) NORTH 45° 31' 38" WEST 100.90 FEET;
- 16) NORTH 40° 49' 36" WEST 100.56 FEET;
- 17) NORTH 33° 21' 12" WEST 197.25 FEET;
- 18) NORTH 30° 36' 20" WEST 182.81 FEET;
- 19) NORTH 19° 48' 45" WEST 99.82 FEET;
- 20) NORTH 12° 05' 28" WEST 101.52 FEET;
- 21) NORTH 12° 52' 38" WEST 41.06 FEET;
- 22) NORTH 30° 04' 34" WEST 59.69 FEET;
- 23) NORTH 34° 41' 21" WEST 41.91 FEET;
- 24) NORTH 18° 26' 47" WEST 53.72 FEET;
- 25) NORTH 02° 37' 17" WEST 79.86 FEET;
- 26) NORTH 31° 53' 18" WEST 115.00 FEET;
- 27) NORTH 83° 48' 07" WEST 85.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 525.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 83° 48' 07" EAST;

28) NORTHEASTERLY 54.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 54' 44";
29) NORTH 77° 56' 16" WEST 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 77° 53' 38" WEST;
30) SOUTHWESTERLY 22.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 06' 46";
31) NORTH 81° 46' 52" WEST 60.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 08° 13' 08" WEST;
32) SOUTHWESTERLY 139.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 47' 56";
33) SOUTH 79° 25' 12" WEST 69.77 FEET TO THE SOUTHEAST CORNER OF LOT 154 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1D, RECORDED IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS 154 THRU 149 AND LOT 2 OF SAID UNIT NO. 1D, THE FOLLOWING FIVE (5) COURSES:

1) NORTH 10° 34' 48" WEST 64.39 FEET;
2) NORTH 34° 14' 11" WEST 725.15 FEET;
3) NORTH 37° 53' 49" WEST 233.78 FEET;
4) NORTH 42° 30' 57" WEST 277.57 FEET;
5) NORTH 68° 55' 42" WEST 126.22 FEET;
THENCE NORTH 10° 00' 00" EAST 630.00 FEET;
THENCE NORTH 65° 00' 00" EAST 380.00 FEET;
THENCE SOUTH 33° 45' 00" EAST 3425.00 FEET;
THENCE NORTH 12° 35' 00" EAST 700.00 FEET;
THENCE SOUTH 85° 00' 00" EAST 470.00 FEET;
THENCE SOUTH 28° 45' 00" EAST 600.00 FEET;
THENCE SOUTH 14° 00' 00" EAST 725.00 FEET;
THENCE NORTH 80° 00' 00" EAST 200.00 FEET;
THENCE NORTH 45° 00' 00" EAST 225.00 FEET;
THENCE NORTH 80° 00' 00" EAST 550.00 FEET;
THENCE NORTH 55° 45' 00" EAST 350.00 FEET;
THENCE NORTH 14° 00' 00" EAST 225.00 FEET;
THENCE NORTH 38° 52' 00" EAST 220.50 FEET;
THENCE SOUTH 73° 42' 28" EAST 409.88 FEET TO HE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING LANDS:

THAT CERTAIN PROPERTY LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, GRANTED TO PACIFIC BLUE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BY GRANT DEED RECORDED ON FEBRUARY 22, 2008 AS DOCUMENT NO. 2008-0018169, STANISLAUS COUNTY RECORDS.

ALL OF THE LOTS AND STREETS SHOWN ON THE MAP ENTITLED "DIABLO GRANDE UNIT NO. 1A" RECORDED MAY 13, 2003 IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS.

ALL PARCELS SHOWN ON PARCEL MAP RECORDED MARCH 31, 2005 IN BOOK 53 OF PARCEL MAPS, PAGE 70, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 1B" RECORDED MAY 11, 2006 IN BOOK 43 OF MAPS, PAGE 14, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT NO. 2A" RECORDED JULY 13, 2006 IN BOOK 43 OF MAPS, PAGE 25, STANISLAUS COUNTY RECORDS.

ALL LOTS AND STREETS SHOWN ON MAP ENTITLED "DIABLO GRANDE UNIT 1D" RECORDED OCTOBER 26, 2006 IN BOOK 43 OF MAPS, PAGE 37, STANISLAUS COUNTY RECORDS.

PARCEL 1 AS SHOWN ON THAT PARCEL MAP 2005-27, RECORDED DECEMBER 12, 2014 IN BOOK 57 OF PARCEL MAPS, PAGE 8, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 13, GRANTED TO WESTERN HILLS WATER DISTRICT, A CALIFORNIA WATER DISTRICT, BY GRANT DEED RECORDED ON JANUARY 23, 2017 AS DOCUMENT NO. 2017-0004429, STANISLAUS COUNTY RECORDS AND RE-RECORDED JANUARY 24, 2019 AS INSTRUMENT NO. 2019-0003982-00, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 19, GRANTED TO THE WEST STANISLAUS COUNTY FIRE PROTECTION DISTRICT, BY GRANT DEED RECORDED AUGUST 25, 2017 AS DOCUMENT NO. 20170062269, STANISLAUS COUNTY RECORDS.

SAID PARCEL SHOWN AS RESULTANT PARCEL 1 ON THAT CERTAIN CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED JUNE 25, 2018 AS INSTRUMENT NO. 2018-0043272-00, STANISLAUS COUNTY OFFICIAL RECORDS AND RE-RECORDED JULY 17, 2019 AS INSTRUMENT NO. 2019-0046544-00, STANISLAUS COUNTY OFFICIAL RECORDS.

APN(S): 025-046-008; 025-046-014 (NOT YET ASSESSED, PORTIONS OF 025-046-009 & 025-046-012); PORTION OF 025-047-010 (NOT YET ASSESSED, PORTION OF 025-047-005); 025-047-008; 025-039-013; 025-039-015; 025-039-018; 025-040-001 (PORTION OF); 025-040-016; 025-040-005; 025-039-020 & 025-005-010

15. APN 025-048-001-000 (undeveloped land surrounded by Holes 3-15 of Ranch Course)
(Owner: Angels Crossing LLC)

ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING AND BEING LOT 313 AS SHOWN ON "DIABLO GRANDE, UNIT NO. 1A" AS FILED IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS, LYING IN A PORTION OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING IN STANISLAUS COUNTY, CALIFORNIA.

IN ADDITION TO:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 313 AS SHOWN ON THE MAP OF "DIABLO GRANDE, UNIT NO. 1A" AS FILED IN BOOK 40 OF MAPS, PAGE 94, STANISLAUS COUNTY RECORDS, ALSO BEING A POINT ON THE EASTERLY LINE OF LOT "FF" AS SHOWN ON SAID MAP OF DIABLO GRANDE, UNIT NO. 1A"; THENCE, ALONG THE SOUTHERLY LINE OF SAID LOT 313, NORTH 83° 21' 43" EAST 11.14 FEET; THENCE SOUTH 35° 29' 08" WEST 9.94 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST FROM WHICH A RADIAL LINE BEARS SOUTH 87° 52' 41" WEST, HAVING A RADIUS OF 685.00 FEET, A CENTRAL ANGLE OF 00° 33' 01" AND A CHORD BEARING AND DISTANCE OF SOUTH 01° 50' 48" EAST 6.58 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 6.58 FEET, TO A POINT 5.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE, OF THE EAST LINE OF SAID LOT "FF"; THENCE, PARALLEL WITH AND 5.00 FEET EASTERLY OF SAID EASTERLY LINE SOUTH 01° 34' 18" EAST 230.46 FEET; THENCE SOUTH 20° 00' 24" EAST 63.25 FEET, THENCE SOUTH 01° 34' 18" EAST 86.99 FEET; THENCE SOUTH 18° 42' 20" EAST 19.75 FEET, TO A POINT ON THE NORTHERLY LINE OF LOT Q AS SHOWN ON SAID MAP OF "DIABLO GRANDE UNIT NO. 1A", ALSO KNOWN AS DIABLO GRANDE PARKWAY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, FROM WHICH A RADIAL LINE BEARS SOUTH 05° 01' 14" WEST, HAVING A RADIUS OF 2550.00 FEET, A CENTRAL ANGLE OF 00° 23' 40", AND A CHORD BEARING AND DISTANCE OF NORTH 85° 10' 36" WEST 17.56 FEET; THENCE, ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG THE NORTHERLY LINE OF SAID LOT Q, 17.56 FEET, TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83° 48' 08", AND A CHORD BEARING AND DISTANCE OF NORTH 43° 28' 22" WEST 20.04 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 21.94 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT "FF"; THENCE, ALONG SAID EASTERLY LINE NORTH 01° 34' 18" WEST 379.46 FEET, TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 680.00 FEET, A CENTRAL ANGLE OF 01° 08' 24", AND

A CHORD BEARING AND DISTANCE OF NORTH 02° 08' 30" WEST 13.53 FEET; THENCE, ALONG THE ARC OF SAID CURVE, AND CONTINUING ALONG THE EASTERLY LINE OF SAID LOT "FF", 13.53 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING AT THE WESTERLY MOST CORNER OF THE AFOREMENTIONED LOT 313, ALSO BEING THE NORTHEAST CORNER OF AFOREMENTIONED LOT "FF"; THENCE, ALONG THE NORTHERLY LINE SAID LOT "FF", SOUTH 80° 24' 01" WEST 50.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, FROM WHICH A RADIAL LINE BEARS SOUTH 80° 24' 01" WEST, HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 08° 01' 41", AND A CHORD BEARING AND DISTANCE OF SOUTH 05° 35' 08" EAST 88.20 FEET; THENCE, ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG THE WESTERLY LINE OF SAID LOT "FF", 88.27 FEET; THENCE, CONTINUING ALONG THE WESTERLY LINE OF SAID LOT "FF"; SOUTH 01° 34' 18" EAST 372.04 FEET, TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 94° 24' 11", AND A CHORD BEARING AND DISTANCE OF SOUTH 45° 37' 48" WEST 22.01 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 24.71 FEET, TO A POINT ON THE NORTHERLY LINE OF AFOREMENTIONED LOT Q, SAID POINT BEING THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2550.00 FEET, A CENTRAL ANGLE OF 00° 24' 34", AND A CHORD BEARING AND DISTANCE OF NORTH 87° 22' 24" WEST 18.22 FEET; THENCE, ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG THE NORTHERLY LINE OF SAID LOT Q, 18.22 FEET; THENCE NORTH 24° 37' 14" EAST 21.12 FEET; THENCE NORTH 01° 34' 18" WEST 76.25 FEET; THENCE NORTH 16° 51' 48" EAST 63.24 FEET, TO A POINT 5.00 FEET WESTERLY, MEASURED AT RIGHT ANGLE, OF THE WEST LINE OF SAID LOT "FF" THENCE, PARALLEL WITH AND 5.00 FEET WESTERLY OF SAID WEST, LINE, NORTH 01° 34' 18" WEST 230.46 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF 13° 17' 43" AND A CHORD BEARING AND DISTANCE OF NORTH 08° 13' 10" WEST 144.70 FEET; THENCE ALONG THE ARC OF SAID CURVE, 145.03 FEET; THENCE SOUTH 20° 06' 26" WEST, 213.47 FEET; THENCE SOUTH 89° 53' 14" WEST 197.23 FEET; THENCE NORTH 25° 21' 10" WEST 70.19 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 50° 04' 37" AND A CHORD BEARING AND DISTANCE OF NORTH 50° 23' 28" WEST 118.50 FEET, THENCE ALONG THE ARC OF SAID CURVE 122.36 FEET; THENCE NORTH 75° 25' 47" WEST 22.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 22° 46' 08" AND A CHORD BEARING AND DISTANCE OF NORTH 86° 48' 51" WEST 37.50 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 37.75 FEET; THENCE SOUTH 81° 48' 05" WEST 117.02 FEET; THENCE NORTH 00° 35' 41" WEST 110.01 FEET; THENCE NORTH 56° 03' 56" EAST 48.54 FEET; THENCE NORTH 38° 28' 49" EAST 41.84 FEET; THENCE NORTH 07° 17' 47" WEST 27.51 FEET; THENCE NORTH 35° 34' 26" WEST 74.48 FEET; THENCE NORTH 23° 48' 17" EAST 17.38 FEET; THENCE NORTH 53° 54' 20" EAST 67.47 FEET; THENCE NORTH 65° 14' 31" EAST 44.64 FEET; THENCE SOUTH 84° 50' 24" EAST 158.20 FEET; THENCE SOUTH 31° 30' 37" EAST 21.45 FEET; THENCE NORTH 83° 08' 51" EAST 249.20 FEET; THENCE SOUTH 16° 10' 09" EAST 67.94 FEET, TO THE BEGINNING OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 11° 06' 19", AND A CHORD BEARING AND DISTANCE OF SOUTH 21° 43' 18" EAST 42.57 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 42.64 FEET, TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 685.00 FEET, A CENTRAL ANGLE OF 17° 24' 49", AND A CHORD BEARING AND DISTANCE OF SOUTH 18° 34' 04" EAST 207.39 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 208.19 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 313; THENCE, ALONG SAID NORTHERLY LINE, SOUTH 48° 23' 41" WEST 5.89 FEET, TO THE POINT OF BEGINNING.

EXHIBIT “4”

Exhibit "4"
(Principal Amounts of Delinquent Special Taxes)

<u>No.</u>	<u>Owner</u>	<u>APN</u>	<u>Former APN (against which special taxes were levied)</u>	<u>Tax Year</u>	<u>Principal Amount</u>
1.	Angels Crossing LLC	025-005-010-000	025-005-009-000 -	2018/19 2019/20	\$378,000.00 \$378,000.00
2.	Angels Crossing LLC	025-038-001-000	- - -	2017/18 2018/19 2019/20	\$54,486.80 \$64,948.50 \$64,948.50
3.	Angels Crossing LLC	025-039-013-000	025-039-012-000 (part of) 025-039-012-000 (part of) -	2017/18 2018/19 2019/20	\$33,976.39 \$40,500.00 \$40,500.00
4.	Angels Crossing LLC	025-039-015-000	025-039-012-000 (part of) 025-039-012-000 (part of) -	2017/18 2018/19 2019/20	\$307,655.21 \$366,726.29 \$366,727.50
5.	Angels Crossing LLC	025-039-018-000	025-039-012-000 (part of) 025-039-012-000 (part of) -	2017/18 2018/19 2019/20	\$263,561.30 \$314,166.17 \$314,158.50
6.	Angels Crossing LLC	025-039-020-000	025-039-012-000 (part of) 025-039-012-000 (part of) -	2017/18 2018/19 2019/20	\$147,457.54 \$175,770.00 \$175,770.00
7.	World International, LLC	025-039-021-000	025-039-012-000 (part of) 025-039-012-000 (part of) -	2017/18 2018/19 2019/20	\$170,561.48 \$203,310.00 \$203,310.00
8.	Angels Crossing LLC	025-040-003-000	- - -	2017/18 2018/19 2019/20	\$68,300.00 \$68,300.00 \$68,300.00
9.	Angels Crossing LLC	025-040-005-000	- -	2017/18 2018/19 2019/20	\$61,157.50 \$72,900.00 \$72,900.00
10.	Angels Crossing LLC	025-040-016-000 025-040-016-000 025-040-016-000 025-040-016-000 025-040-016-000	025-040-012-000 025-040-013-000 025-040-012-000 025-040-013-000 -	2017/18 2017/18 2018/19 2018/19 2019/20	\$3,510.90 \$44,735.58 \$4,185.00 \$53,325.00 \$57,510.00
11.	Angels Crossing LLC	025-046-008-000	025-046-001-000 025-040-001-000 025-046-001-000 -	2017/18 2018/19-2 2018/19 2019/20	\$370,625.80 \$27,270.00 \$441,787.50 \$496,327.50

12.	Angels Crossing LLC	025-046-014-000	025-046-004-000 025-046-005-000	2017/18 2018/19	\$571,313.02 \$681,007.50
13.	Angels Crossing LLC	025-047-003-000	- - -	2017/18 2018/19 2019/20	\$3,000.00 \$3,000.00 \$3,000.00
14.	Angels Crossing LLC	025-047-010-000	025-047-004-000 025-047-004-000	2017/18 2018/19	\$417,683.10 \$497,880.00
15.	Angels Crossing LLC	025-048-001-000	- -	2018/19-2 2019/20	\$5,636.25 \$11,272.50
TOTAL:					\$8,169,461.33

EXHIBIT “5”

Exhibit “5”
(Delinquency Spreadsheet Attached)

Exhibit "5"
Delinquency Spreadsheet

Western Hills Water District v. Angels Crossing LLC, et al
Stanislaus Sup. Ct. Case No. CV-21-003177
Diablo Grande Community Facilities District No. 1

1. APN: 025-005-010-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total
2018/19	378,000.00	37,800.00	5,670.00	1-Jul-19	3	2	38	215,460.00	460.00	40.00	462.60		\$137.64	3,013.20	635,373.44
2019/20	378,000.00	37,800.00	5,670.00	1-Jul-20	2	2	26	147,420.00		40.00					563,260.00
	756,000.00	75,600.00						362,880.00	460.00	80.00	462.60	-	137.64	3,013.20	1,198,633.44
															<i>Adjustment to Fees per MSJ Minute Order:</i> (7.67)
															1,198,625.77

2. APN: 025-038-001-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total
2017/18	54,486.80	5,448.68	817.30	1-Jul-18	4	2	50	40,865.10		40.00	864.00	750.00	\$137.64	3,013.20	106,065.42
2018/19	64,948.50	6,494.85	974.23	1-Jul-19	3	2	38	37,020.65	460.00	40.00		750.00			109,254.00
2019/20	64,948.50	6,494.85	974.23	1-Jul-20	2	2	26	25,329.92		40.00					96,813.27
	184,383.80	18,438.38						103,215.66	460.00	120.00	864.00	1,500.00	137.64	3,013.20	312,132.68
															<i>Adjustment to Fees per MSJ Minute Order:</i> (7.67)
															312,125.01

3. APN: 025-039-013-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total
2017/18	33,976.39	3,397.64	509.65	1-Jul-18	4	2	50	25,482.29	460.00		462.60		\$137.64	3,013.20	\$66,929.76
2018/19	40,500.00	4,050.00	607.50	1-Jul-19	3	2	38	23,085.00							67,635.00
2019/20	40,500.00	4,050.00	607.50	1-Jul-20	2	2	26	15,795.00		40.00					60,385.00
	114,976.39	11,497.64						64,362.29	460.00	40.00	462.60	-	137.64	3,013.20	194,949.76
															<i>Adjustment to Fees per MSJ Minute Order:</i> (7.67)
															194,942.09

4. APN: 025-039-015-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total
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Exhibit "5"
Delinquency Spreadsheet

Western Hills Water District v. Angels Crossing LLC, et al
Stanislaus Sup. Ct. Case No. CV-21-003177
Diablo Grande Community Facilities District No. 1

2017/18	307,655.21	30,765.52	4,614.83	1-Jul-18	4	2	50	230,741.41	460.00		462.60		\$137.64	3,013.20	\$573,235.58	
2018/19	366,726.29	36,672.63	5,500.89	1-Jul-19	3	2	38	209,033.99							612,432.90	
2019/20	366,727.50	36,672.75	5,500.91	1-Jul-20	2	2	26	143,023.73		40.00					546,463.98	
	1,041,109.00	104,110.90						582,799.12	460.00	40.00	462.60		-	137.64	3,013.20	\$1,732,132.45
																(7.67)
																1,732,124.78

5. APN: 025-039-018-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total	
2017/18	263,561.30	26,356.13	3,953.42	1-Jul-18	4	2	50	197,670.98	460.00		462.60		\$137.64	3,013.20	491,661.84	
2018/19	314,166.17	31,416.62	4,712.49	1-Jul-19	3	2	38	179,074.72							524,657.50	
2019/20	314,158.50	31,415.85	4,712.38	1-Jul-20	2	2	26	122,521.82		40.00					468,136.17	
	891,885.97	89,188.60						499,267.51	460.00	40.00	462.60		-	137.64	3,013.20	1,484,455.51
																(7.67)
																1,484,447.84

6. APN: 025-039-020-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total	
2017/18	147,457.54	14,745.75	2,211.86	1-Jul-18	4	2	50	110,593.16	460.00		462.60		\$137.64	3,013.20	\$276,869.89	
2018/19	175,770.00	17,577.00	2,636.55	1-Jul-19	3	2	38	100,188.90							293,535.90	
2019/20	175,770.00	17,577.00	2,636.55	1-Jul-20	2	2	26	68,550.30		40.00					261,937.30	
	498,997.54	49,899.75						279,332.36	460.00	40.00	462.60		-	137.64	3,013.20	832,343.09
																(7.67)
																832,335.42

7. APN: 025-039-021-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total	
2017/18	170,561.48	17,056.15	2,558.42	1-Jul-18	4	2	50	127,921.11	460.00		864.00		\$137.64	3,013.20	\$320,013.57	
2018/19	203,310.00	20,331.00	3,049.65	1-Jul-19	3	2	38	115,886.70							339,527.70	
2019/20	203,310.00	20,331.00	3,049.65	1-Jul-20	2	2	26	79,290.90		40.00					302,971.90	
	577,181.48	57,718.15						323,098.71	460.00	40.00	864.00		-	137.64	3,013.20	962,513.17
																(7.67)
																962,505.50

Exhibit "5"
Delinquency Spreadsheet

Western Hills Water District v. Angels Crossing LLC, et al
Stanislaus Sup. Crt. Case No. CV-21-003177
Diablo Grande Community Facilities District No. 1

8. APN: 025-040-003-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total
2017/18	68,300.00	6,830.00	1,024.50	1-Jul-18	4	2	50	51,225.00	460.00	40.00	628.00	750.00	\$137.64	3,013.20	131,383.84
2018/19	68,300.00	6,830.00	1,024.50	1-Jul-19	3	2	38	38,931.00		40.00		750.00			114,851.00
2019/20	68,300.00	6,830.00	1,024.50	1-Jul-20	2	2	26	26,637.00		40.00					101,807.00
	204,900.00	20,490.00						116,793.00	460.00	120.00	628.00	1,500.00	137.64	3,013.20	348,041.84
												Adjustment to Fees per MSJ Minute Order:		(7.67)	348,034.17

9. APN: 025-040-005-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total
2017/18	61,157.50	6,115.75	917.36	1-Jul-18	4	2	50	45,868.13	460.00	40.00	628.00	750.00	\$137.64	3,013.20	118,170.21
2018/19	72,900.00	7,290.00	1,093.50	1-Jul-19	3	2	38	41,553.00		40.00		750.00			122,533.00
2019/20	72,900.00	7,290.00	1,093.50	1-Jul-20	2	2	26	28,431.00		40.00					108,661.00
	206,957.50	20,695.75						115,852.13	460.00	120.00	628.00	1,500.00	137.64	3,013.20	349,364.21
												Adjustment to Fees per MSJ Minute Order:		(7.67)	349,356.54

10. APN: 025-040-016-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total
2017/18	3,510.90	351.09	52.66	1-Jul-18	4	2	50	2,633.18	460.00	40.00	628.00		\$137.64	3,013.20	10,774.00
2017/18	44,735.58	4,473.56	671.03	1-Jul-18	4	2	50	33,551.69		40.00					82,800.82
2018/19	4,185.00	418.50	62.78	1-Jul-19	3	2	38	2,385.45		40.00					7,028.95
2018/19	53,325.00	5,332.50	799.88	1-Jul-19	3	2	38	30,395.25		40.00					89,092.75
2019/20	57,510.00	5,751.00	862.65	1-Jul-20	2	2	26	22,428.90		40.00					85,729.90
	163,266.48	16,326.65						91,394.46	460.00	200.00	628.00	-	137.64	3,013.20	275,426.42
												Adjustment to Fees per MSJ Minute Order:		(7.67)	275,418.75

11. APN: 025-046-008-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total
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Exhibit "5"
Delinquency Spreadsheet

Western Hills Water District v. Angels Crossing LLC, et al
Stanislaus Sup. Ct. Case No. CV-21-003177
Diablo Grande Community Facilities District No. 1

2017/18	370,625.80	37,062.58	5,559.39	1-Jul-18	4	2	50	277,969.35	460.00	40.00	864.00	\$137.64	3,013.20	690,172.57	
2018/19-2	27,270.00	2,727.00	409.05	1-Jul-19	3	2	38	15,543.90		40.00				45,580.90	
2018/19	441,787.50	44,178.75	6,626.81	1-Jul-19	3	2	38	251,818.88		40.00				737,825.13	
2019/20	496,327.50	49,632.75	7,444.91	1-Jul-20	2	2	26	193,567.73		40.00				739,567.98	
	1,336,010.80	133,601.08						738,899.85	460.00	160.00	864.00	-	137.64	3,013.20	2,213,146.57
												Adjustment to Fees per MSJ Minute Order:			(7.66)
															2,213,138.91



Exhibit "5"
Delinquency Spreadsheet

Western Hills Water District v. Angels Crossing LLC, et al
Stanislaus Sup. Ct. Case No. CV-21-003177
Diablo Grande Community Facilities District No. 1

12. APN: 025-046-014-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total
2017/18	571,313.02	57,131.30	8,569.70	1-Jul-18	4	2	50	428,484.77	460.00	40.00	628.00		\$137.64	3,013.20	1,061,207.92
2018/19	681,007.50	68,100.75	10,215.11	1-Jul-19	3	2	38	388,174.28		40.00					1,137,322.53
	1,252,320.52	125,232.05						816,659.04	460.00	80.00	628.00	-	137.64	3,013.20	2,198,530.45
												Adjustment to Fees per MSJ Minute Order:		(7.66)	2,198,522.79

13. APN: 025-047-003-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total
2017/18	3,000.00	300.00	45.00	1-Jul-18	4	2	50	2,250.00	460.00	40.00	628.00	750.00	\$137.64	3,013.20	10,578.84
2018/19	3,000.00	300.00	45.00	1-Jul-19	3	2	38	1,710.00		40.00		750.00			5,800.00
2019/20	3,000.00	300.00	45.00	1-Jul-20	2	2	26	1,170.00		40.00					4,510.00
	9,000.00	900.00						5,130.00	460.00	120.00	628.00	1,500.00	137.64	3,013.20	20,888.84
												Adjustment to Fees per MSJ Minute Order:		(7.66)	20,881.18

14. APN: 025-047-010-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total
2017/18	417,683.10	41,768.31	6,265.25	1-Jul-18	4	2	50	313,262.33	460.00	40.00	427.60		\$137.64	3,013.20	776,792.17
2018/19	497,880.00	49,788.00	7,468.20	1-Jul-19	3	2	38	283,791.60		40.00					831,499.60
	915,563.10	91,556.31						597,053.93	460.00	80.00	427.60	-	137.64	3,013.20	1,608,291.77
												Adjustment to Fees per MSJ Minute Order:		(7.66)	1,608,284.11

Exhibit "5"
Delinquency Spreadsheet

Western Hills Water District v. Angels Crossing LLC, et al
Stanislaus Sup. Ct. Case No. CV-21-003177
Diablo Grande Community Facilities District No. 1

15. APN: 025-048-001-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total
2018/19-2	5,636.25	563.63	84.54	1-Jul-19	3	2	38	3,212.66	460.00	40.00	427.60	750.00	\$137.63	3,013.20	14,240.97
2019/20	11,272.50	1,127.25	169.09	1-Jul-20	2	2	26	4,396.28	460.00	40.00	427.60	750.00	137.63	3,013.20	16,836.03
	16,908.75	1,690.88						7,608.94	460.00	80.00	427.60	750.00	137.63	3,013.20	31,076.99
												Adjustment to Fees per MSJ Minute Order:		(7.66)	31,069.33

TOTAL AMOUNT OF DELINQUENCIES DUE: \$ 13,761,812.19

RECAP OF AMOUNTS:

Principal:	8,169,461.33
Penalties:	816,946.13
Interest:	4,704,346.98
District Admin.:	6,900.00
County "Stripping" Fees:	1,360.00
LG Costs:	8,900.20
Prior Legal Fees & Costs (Lavelle):	6,750.00
Legal Fees (Burke):	45,198.00
Adjustment to Fees per Min. Order dated 11/22/22:	(115.00)
Legal Costs (Burke):	2,064.55
	<u>13,761,812.19</u>

¹ Interest calculated through August 31, 2022.

² Burke's legal fees and costs calculated through July 31, 2022.

EXHIBIT “F”



First American Title

First American Title Company

**711 East Canal Drive, Suite A
Turlock, CA 95380**

June 14, 2021

Cheryl VanLancker
Burke, Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071
Fax: (213)236-2700
Customer Reference:

BILL TO 08259-0001.002

Title Officer: Christine Petersen
Phone: (209)216-4419
Order Number: 5007-6561213 (CP)

Owner: TBD
Property: Morton Davis Rd / Copper Mountain , Rd / 9521 Morton Davis Dr
Patterson, California 95363

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

Guarantee

Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5015800-5007-6561213

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3. a) The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A.

b) The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.

THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

By:
Authorized Countersignature

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances 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 matter 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.
- (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

GUARANTEE CONDITIONS AND STIPULATIONS(Continued)

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 OR 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 or 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 or 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

GUARANTEE CONDITIONS AND STIPULATIONS(Continued)

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 Land Title 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 \$2,000,000 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 \$2,000,000 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, an 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 **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707.**



First American Title



First American Title

Schedule A

Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5007-6561213

File No.: 5007-6561213

Liability: \$1,332,990.08

Fee: \$2,592.00

1. Name of Assured: Western Hills Water District and Burke, Williams & Soerenson, LLP
2. Date of Guarantee:
May 04, 2021 at 7:30 A.M.
3. This Litigation Guarantee is furnished solely for the purpose of facilitating the prosecution of a judicial foreclosure action to collect delinquent special taxes.
4. The estate or interest in the Land which is covered by this Guarantee is: Fee Simple
5. Title to the estate or interest in the Land is vested in: WORLD INTERNATIONAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO PARCEL 1,

ANGEL'S CROSSING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO PARCEL'S 2 AND 3
6. The Land referred to in this Guarantee is described as follows:

Real property in the unincorporated area of the County of Stanislaus, State of California, described as follows:

PARCEL 1: (APN: 025-039-21-000)

LYING IN A PORTION OF SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 83 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 2A, RECORDED IN [BOOK 43 OF MAPS, PAGE 25](#), STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE SOUTHERLY LINE OF LOTS 80-83 OF SAID UNIT NO. 2A, SOUTH 73° 29' 26" EAST 236.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 80, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A, RECORDED IN [BOOK 40 OF MAPS, PAGE 94](#), STANISLAUS COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2050.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 73° 34' 28" EAST:

THENCE SOUTHWESTERLY 83.51 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 20' 02";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY), SOUTH 14° 05' 30" WEST 403.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3950.00 FEET;

THENCE SOUTHWESTERLY 711.46 FEET ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 19' 12";

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 24° 24' 42" WEST 191.79 FEET TO THE NORTHEAST CORNER OF LOT "G" AS SHOWN ON SAID UNIT NO. 2A;

THENCE, LEAVING SAID LOT Q (DIABLO GRANDE PARKWAY) AND ALONG THE NORTHERLY AND NORTHWESTERLY LINE OF SAID LOT "G" THE FOLLOWING FOURTEEN (14) COURSES,

- 1) NORTH 42° 45' 41" WEST 133.47 FEET;
- 2) SOUTH 88° 27' 05" WEST 267.42 FEET;
- 3) SOUTH 73° 45' 35" WEST 95.44 FEET;
- 4) SOUTH 27° 12' 53" WEST 158.45 FEET;
- 5) SOUTH 24° 15' 47" WEST 110.69 FEET;
- 6) SOUTH 42° 18' 25" WEST 86.40 FEET;
- 7) SOUTH 55° 43' 53" WEST 97.48 FEET;
- 8) SOUTH 62° 32' 00" WEST 79.77 FEET;
- 9) SOUTH 58° 08' 05" WEST 70.21 FEET;
- 10) SOUTH 61° 10' 01" WEST 64.73 FEET;
- 11) SOUTH 65° 06' 21" WEST 56.33 FEET;
- 12) SOUTH 43° 43' 06" WEST 42.66 FEET;
- 13) SOUTH 00° 03' 41" WEST 35.78 FEET;
- 14) SOUTH 20° 25' 20" EAST 72.35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT "G", BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY);

THENCE, ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) NORTH 80° 47' 30" WEST 233.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET;

THENCE WESTERLY 186.39 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 11' 17" TO THE SOUTHEAST CORNER OF LOT 313 AS SHOWN ON CERTIFICATE OF LOT LINE ADJUSTMENT RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. [2006-130367](#) AND SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN [BOOK 29 OF RECORD OF SURVEYS, PAGE 91](#), STANISLAUS COUNTY RECORDS;

THENCE, ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF SAID LOT 313 THE FOLLOWING THIRTY-EIGHT (38) COURSES:

- 1) NORTH 18° 42' 20" WEST 19.75 FEET;
- 2) NORTH 01° 34' 18" WEST 86.99 FEET;
- 3) NORTH 20° 00' 23" WEST 63.25 FEET;
- 4) NORTH 01° 34' 18" WEST 230.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 88° 25' 42" WEST;
- 5) WESTERLY 6.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 33' 01";
- 6) NORTH 35° 29' 08" EAST 9.94 FEET;
- 7) NORTH 83° 21' 43" EAST 362.79 FEET;
- 8) NORTH 51° 28' 35" EAST 202.57 FEET;
- 9) NORTH 08° 41' 55" WEST 255.16 FEET;
- 10) SOUTH 76° 33' 06" WEST 396.36 FEET;

- 11) SOUTH 08° 41' 55" EAST 130.45 FEET;
- 12) SOUTH 48° 23' 41" WEST 173.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 685.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 80° 08' 21" WEST;
- 13) NORTHWESTERLY 208.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 24' 49" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 62° 43' 32" EAST;
- 14) NORTHEASTERLY 42.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 06' 19";
- 15) NORTH 16° 10' 09" WEST 67.94 FEET;
- 16) SOUTH 83° 08' 51" WEST 249.20 FEET;
- 17) NORTH 31° 30' 37" WEST 21.45 FEET;
- 18) NORTH 84° 50' 24" WEST 158.20 FEET;
- 19) SOUTH 65° 14' 31" WEST 44.64 FEET;
- 20) SOUTH 53° 54' 20" WEST 67.47 FEET;
- 21) SOUTH 23° 48' 17" WEST 17.38 FEET;
- 22) SOUTH 35° 34' 26" EAST 74.48 FEET;
- 23) SOUTH 07° 17' 47" EAST 27.51 FEET;
- 24) SOUTH 38° 28' 49" WEST 41.84 FEET;
- 25) SOUTH 56° 03' 56" WEST 48.54 FEET;
- 26) SOUTH 00° 35' 41" EAST 110.01 FEET;
- 27) NORTH 81° 48' 05" EAST 117.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 95.00 FEET;
- 28) SOUTHEASTERLY 37.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 46' 08";
- 29) SOUTH 75° 25' 47" EAST 22.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 140.00 FEET;
- 30) SOUTHEASTERLY 122.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 04' 37";
- 31) SOUTH 25° 21' 10" EAST 70.19 FEET;
- 32) NORTH 89° 53' 14" EAST 197.23 FEET;
- 33) NORTH 20° 06' 26" EAST 213.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 625.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 75° 07' 59" WEST;
- 34) SOUTHWESTERLY 145.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 17' 43";
- 35) SOUTH 01° 34' 18" EAST 230.46 FEET;
- 36) SOUTH 16° 51' 48" WEST 63.24 FEET;
- 37) SOUTH 01° 34' 18" EAST 76.25 FEET;
- 38) SOUTH 24° 37' 14" WEST 21.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 313, BEING ALSO A POINT ON THE NORTHERLY LINE OF SAID LOT Q (DIABLO GRANDE PARKWAY) AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2550.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 02° 25' 19" WEST;

THENCE SOUTHWESTERLY 140.74 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 09' 44";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 89° 15' 35" WEST 443.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 950.00 FEET;

THENCE SOUTHWESTERLY 266.48 FEET ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) AND SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 04' 18";

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT Q (DIABLO GRANDE PARKWAY) SOUTH 73° 11' 17" WEST 21.42 FEET TO THE SOUTHEAST CORNER OF LOT 229 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1A PATIO HOMES-PHASE 2, RECORDED IN [BOOK 41 OF MAPS, PAGE 88](#), STANISLAUS COUNTY RECORDS;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINES OF LOTS 229 THRU 215 THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 17° 07' 15" WEST 97.55 FEET;
- 2) NORTH 45° 26' 06" WEST 215.69 FEET;
- 3) NORTH 51° 21' 11" WEST 94.03 FEET;
- 4) NORTH 42° 13' 00" WEST 57.94 FEET;
- 5) NORTH 46° 03' 05" WEST 53.30 FEET;
- 6) NORTH 51° 41' 41" WEST 188.05 FEET;
- 7) NORTH 46° 44' 48" WEST 32.66 FEET;
- 8) SOUTH 70° 11' 18" WEST 87.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 215, BEING ALSO A POINT ON THE EASTERLY LINE OF LOT P (PANOZ ROAD) AS SHOWN ON SAID UNIT NO. 1A;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS P (PANOZ ROAD), LOTS 214 THRU 208, 205, LOT M (VALLEY VIEW PLACE), LOTS 204, 175 THRU 163 AND LOT C (MORTON DAVIS DRIVE) OF SAID UNIT 1A THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) NORTH 22° 40' 51" WEST 58.64 FEET;
- 2) NORTH 60° 51' 18" EAST 65.42 FEET;
- 3) NORTH 03° 30' 04" EAST 133.72 FEET;
- 4) NORTH 22° 40' 51" WEST 295.18 FEET;
- 5) NORTH 10° 03' 01" WEST 210.01 FEET;
- 6) NORTH 77° 36' 20" EAST 56.99 FEET;
- 7) NORTH 09° 02' 59" EAST 121.18 FEET;
- 8) NORTH 49° 27' 17" WEST 62.71 FEET;
- 9) SOUTH 89° 52' 38" WEST 19.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 42.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 66° 34' 51" WEST;
- 10) NORTHWESTERLY 45.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 42' 19";
- 11) NORTH 01° 06' 25" WEST 116.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 825.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 26° 02' 42" WEST;
- 12) NORTHEASTERLY 24.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 40' 13";
- 13) NORTH 27° 42' 55" WEST 50.00 FEET;
- 14) NORTH 52° 17' 46" WEST 148.15 FEET;
- 15) NORTH 45° 31' 38" WEST 100.90 FEET;
- 16) NORTH 40° 49' 36" WEST 100.56 FEET;
- 17) NORTH 33° 21' 12" WEST 197.25 FEET;
- 18) NORTH 30° 36' 20" WEST 182.81 FEET;
- 19) NORTH 19° 48' 45" WEST 99.82 FEET;
- 20) NORTH 12° 05' 28" WEST 101.52 FEET;
- 21) NORTH 12° 52' 38" WEST 41.06 FEET;
- 22) NORTH 30° 04' 34" WEST 59.69 FEET;
- 23) NORTH 34° 41' 21" WEST 41.91 FEET;
- 24) NORTH 18° 26' 47" WEST 53.72 FEET;
- 25) NORTH 02° 37' 17" WEST 79.86 FEET;
- 26) NORTH 31° 53' 18" WEST 115.00 FEET;
- 27) NORTH 83° 48' 07" WEST 85.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 525.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 83° 48' 07" EAST;
- 28) NORTHEASTERLY 54.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 54' 44";
- 29) NORTH 77° 56' 16" WEST 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE

CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 77° 53' 38" WEST;
30) SOUTHWESTERLY 22.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 06' 46";
31) NORTH 81° 46' 52" WEST 60.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 08° 13' 08" WEST;
32) SOUTHWESTERLY 139.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 47' 56";
33) SOUTH 79° 25' 12" WEST 69.77 FEET TO THE SOUTHEAST CORNER OF LOT 154 AS SHOWN ON THE MAP ENTITLED DIABLO GRANDE, UNIT NO. 1D, RECORDED IN [BOOK 43 OF MAPS, PAGE 37](#), STANISLAUS COUNTY RECORDS;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF LOTS 154 THRU 149 AND LOT 2 OF SAID UNIT NO. 1D, THE FOLLOWING FIVE (5) COURSES:

1) NORTH 10° 34' 48" WEST 64.39 FEET;
2) NORTH 34° 14' 11" WEST 725.15 FEET;
3) NORTH 37° 53' 49" WEST 233.78 FEET;
4) NORTH 42° 30' 57" WEST 277.57 FEET;
5) NORTH 68° 55' 42" WEST 126.22 FEET;
THENCE NORTH 10° 00' 00" EAST 630.00 FEET;
THENCE NORTH 65° 00' 00" EAST 380.00 FEET;
THENCE SOUTH 33° 45' 00" EAST 3425.00 FEET;
THENCE NORTH 12° 35' 00" EAST 700.00 FEET;
THENCE SOUTH 85° 00' 00" EAST 470.00 FEET;
THENCE SOUTH 28° 45' 00" EAST 600.00 FEET;
THENCE SOUTH 14° 00' 00" EAST 725.00 FEET;
THENCE NORTH 80° 00' 00" EAST 200.00 FEET;
THENCE NORTH 45° 00' 00" EAST 225.00 FEET;
THENCE NORTH 80° 00' 00" EAST 550.00 FEET;
THENCE NORTH 55° 45' 00" EAST 350.00 FEET;
THENCE NORTH 14° 00' 00" EAST 225.00 FEET;
THENCE NORTH 38° 52' 00" EAST 220.50 FEET;
THENCE SOUTH 73° 42' 28" EAST 409.88 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 025-038-001-000)

ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING AND BEING A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT "T" PER THE "CERTIFICATE OF CORRECTION FOR STANISLAUS COUNTY FINAL MAP" AS SHOWN ON THAT CERTAIN DOCUMENT [2003-0175174-00](#), RECORDED OCTOBER 10, 2003, WHICH MAKERS REFERENCE TO LOT "R" GOLF COURSE OF DIABLO GRANDE, UNIT NO. 1A, AS SHOWN ON: THAT CERTAIN MAP RECORDED IN [BOOK 40 OF MAPS, PAGE 94](#), STANISLAUS COUNTY RECORDS SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY OF 50-FOOT WIDE PANOZ ROAD; THENCE ALONG THE SOUTHERLY PROPERTY LINE OF SAID LOT "T" THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 65° 49' 50" WEST 145.04 FEET; THENCE
2) SOUTH 87° 37' 54" WEST 36.33 FEET; THENCE
3) NORTH 67° 08' 19" WEST 28.76 FEET; THENCE
4) NORTH 21° 59' 38" WEST 383.00 FEET; THENCE
5) NORTH 57° 43' 38" WEST 95.09 FEET; THENCE
6) SOUTH 84° 00' 31" WEST 80.38 FEET; THENCE
7) SOUTH 70° 00' 51" WEST 61.66 FEET; THENCE

8) SOUTH 65° 06' 47" WEST 63.49 FEET; THENCE
9) SOUTH 57° 24' 37" WEST 517.12 FEET; THENCE
10) SOUTH 55° 27' 15" WEST 345.23 FEET; THENCE
11) SOUTH 49° 42' 23" WEST 258.50 FEET; THENCE
12) SOUTH 6° 39' 18" EAST 71.55, TO THE NORTHERLY RIGHT-OF-WAY OF 100 FOOT WIDE DIABLO GRANDE PARKWAY AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 750.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 15° 29' 10" WEST AND HAVING A CENTRAL ANGLE OF 15° 38' 37"; THENCE SOUTHWESTERLY ALONG SAID ARC 204.78 FEET, TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 31° 07' 47" EAST AND A CENTRAL ANGLE OF 85° 48' 29"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 44.93 FEET, TO THE NORTHEASTERLY RIGHT-OF-WAY OF 50-FOOT WIDE MORTON DAVIS DRIVE; THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY OF SAID MORTON DAVIS DRIVE, THE FOLLOWING TWO COURSES:

1) NORTH 35° 19' 18" WEST 129.12 FEET, TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS 1025.00 FEET AND A CENTRAL ANGLE OF 18° 27' 02"; THENCE

2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE 330.07 FEET; THENCE ALONG THE WESTERLY PROPERTY LINE OF SAID LOT "T" THE FOLLOWING SEVEN (7) COURSES:

1) NORTH 36° 40' 40" EAST 955.47 FEET; THENCE
2) NORTH 10° 42' 09" EAST 224.64 FEET; THENCE
3) NORTH 56° 15' 49" WEST 41.93 FEET; THENCE
4) NORTH 9° 30' 23" WEST 116.62 FEET; THENCE
5) NORTH 70° 37' 52" EAST 111.34 FEET; THENCE
6) NORTH 4° 44' 12" EAST 382.38 FEET; THENCE
7) NORTH 48° 33' 00" TO WEST 60.35 FEET, TO THE EASTERLY RIGHT-OF-WAY OF SAID 50-FOOT WIDE MORTON DAVIS DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 62° 55' 57" EAST AND A CENTRAL ANGLE OF 44° 34' 02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY RIGHT-OF-WAY OF SAID MORTON DAVIS DRIVE, 194.46 FEET; THENCE ALONG THE WESTERLY PROPERTY LINE OF SAID LOT "T" THE FOLLOWING FIVE (5) COURSES:

1) NORTH 64° 42' 01" EAST 53.73 FEET; THENCE
2) NORTH 4° 40' 33" EAST 301.95 FEET; THENCE
3) NORTH 30° 18' 46" EAST 236.66 FEET; THENCE
4) NORTH 15° 16' 32" EAST 133.20 FEET; THENCE
5) NORTH 15° 10' 09" WEST 32.58 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF SAID 50-FOOT WIDE MORTON DAVIS DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 225.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 15° 10' 09" WEST AND A CENTRAL ANGLE OF 4° 35' 21"; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MORTON DAVIS DRIVE THE FOLLOWING FOUR (4) COURSES:

1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE 18.02 FEET; THENCE
2) NORTH 79° 25' 12" EAST 98.93 FEET, TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 18° 47' 56"; THENCE
3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE 123.04 FEET; THENCE
4) SOUTH 81° 46' 52" EAST 60.17 FEET, TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 86° 06' 45" THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE 22,54 FEET, TO THE WESTERLY RIGHT-OF-WAY OF SAID 50-FOOT WIDE PANOZ ROAD AND A POINT OF REVERSE CURVATURE, CONCAVE EASTERLY, HAVING A RADIUS OF 575.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 85° 40' 07" WEST AND HAVING A CENTRAL ANGLE OF 14° 51' 42"; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID PANOZ ROAD, THE FOLLOWING THREE (3) COURSES:

1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 149.14 FEET; THENCE
2) SOUTH 10° 31' 49" EAST 24.26 FEET, TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 325.00 FEET AND CENTRAL ANGLE OF 6° 04' 20"; THENCE
3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 34.44 FEET; THENCE SOUTH 73° 37' 43" WEST 48.79 FEET; THENCE SOUTH 39° 49' 27" WEST 195.42 FEET TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 189; THENCE ALONG SAID NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 189 AND SAID LOT 189 AND THE EASTERLY LINE OF SAID LOT "T" SOUTH 9° 39' 01" WEST 150.85 FEET; THENCE ALONG THE EASTERLY PROPERTY LINE OF SAID LOT "T", THE FOLLOWING FOUR (4) COURSES:

1) SOUTH 9° 45' 56" WEST 123.78 FEET; THENCE
2) SOUTH 5° 37' 23" EAST 114.13 FEET; THENCE
3) SOUTH 36° 39' 44" EAST 304.28 FEET; THENCE
4) SOUTH 49° 02' 46" EAST 179.62 FEET, THENCE LEAVING THE EASTERLY PROPERTY LINE OF SAID LOT "T" THE FOLLOWING FOUR (4) COURSES:

1) SOUTH 40° 33' 49" EAST 109.56 FEET; THENCE
2) SOUTH 28° 11' 19" EAST 87.30 FEET; THENCE
3) SOUTH 53° 00' 53" EAST 126.50 FEET; THENCE
4) NORTH 25° 29' 16" EAST 9.88 FEET; TO THE EASTERLY PROPERTY LINE OF SAID LOT "T" THE EASTERLY PROPERTY LINE OF SAID LOT "T" THE FOLLOWING TWO (2) COURSES:

1) SOUTH 51° 37' 08" EAST 259.71 FEET; THENCE
2) NORTH 84° 11' 54" EAST 51.33 FEET, TO THE WESTERLY RIGHT-OF-WAY OF SAID 50-FOOT WIDE PANOZ ROAD AND THE BEGINNING, OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 425.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 76° 09' 00" WEST AND A CENTRAL ANGLE OF 08° 49' 51"; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF PANOZ ROAD, THE FOLLOWING FOUR (4) COURSES:

1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 65.50 FEET; THENCE
2) SOUTH 22° 40' 51" EAST 699.71 FEET, TO THE BEGINNING OF CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 2° 53' 27"
3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 18.92 FEET; THENCE SOUTH 19° 47' 24" EAST 65.21 FEET, TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS DEEDED TO PI DIABLO GRANDE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN DEEDS RECORDED JANUARY 14, 2005 AS SERIES NOS. [2005-8151 AND 8152](#).

ALSO EXCEPT THOSE PORTIONS TRANSFERRED TO LOTS 197, 198 AND 199 OF SAID DIABLO GRANDE UNIT 1A AS EVIDENCED BY CERTIFICATES OF LOT LINE ADJUSTMENT RECORDED OCTOBER 02, 2007 AS INSTRUMENT NO. [2007-123647](#) AND GRANT DEED RECORDED OCTOBER 30, 2007 AS INSTRUMENT NO. [2007-133446](#).

PARCEL 3: (APN: 025-046-008-000)

PORTIONS OF SECTIONS 13, 24, 25 AND 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATED IN STANISLAUS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID LAND IS A PORTION OF PARCEL 23 DESCRIBED IN THAT CERTAIN GRANT DEED FROM WORLD INTERNATIONAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTOR, TO ANGEL'S CROSSING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, GRANTEE, RECORDED MAY 7, 2020 AS INSTRUMENT NO. [2020-0031614](#) OF OFFICIAL RECORDS.

SAID LAND IS FURTHER IDENTIFIED AS APN: 025-046-008-00 ON THE TAX ASSESSOR MAP [BOOK 025 PAGE 046](#).

IT HAS BEEN SHOWN AS SUCH SOLELY FOR THE PURPOSE OF FACILITATING A GUARANTEE ON ASSESSOR'S PARCEL NUMBER 025-046-008-000 ONLY.

NOTE: THE ABOVE DESCRIPTION IS FOR IDENTIFICATION PURPOSES ONLY AND HAS BEEN PROVIDED FOR THE ACCOMMODATION OF THIS GUARANTEE. SAID DESCRIPTION IS NOT INSURABLE PURSUANT TO THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND SHOULD NOT BE RELIED UPON TO CONVEY OR ENCUMBER SAID LAND.



First American Title

Schedule B

Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5007-6561213

File No.: 5007-6561213

Defects, liens, encumbrances or other matters affecting title:

PART ONE

1. General and special taxes and assessments for the fiscal year 2021-2022, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$123,701.18, DELINQUENT
Penalty: \$0.00
Second Installment: \$123,711.18, DELINQUENT
Penalty: \$0.00
Tax Rate Area: 083-067
A. P. No.: 025-039-021-000

(Affects Parcel 1)

3. The lien of defaulted taxes for the fiscal year 2020-2021, and any subsequent delinquencies.

Tax Rate Area: 083-067
A. P. No.: 025-039-021-000
Amount to redeem: \$284,675.05
Valid through: May 31, 2021

Please contact the tax office to verify the payoff amount.

(Affects Parcel 1)

4. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$40,909.55, DELINQUENT
Penalty: \$0.00
Second Installment: \$40,919.55, DELINQUENT
Penalty: \$0.00
Tax Rate Area: 083-067
A. P. No.: 025-038-001-000

(Affects Parcel 2)

5. The lien of defaulted taxes for the fiscal year 2020-2021, and any subsequent delinquencies.

Tax Rate Area: 083-067
 A. P. No.: 025-038-001-000
 Amount to redeem: \$122,442.21
 Valid through: May 31, 2021

Please contact the tax office to verify the payoff amount.

(Affects Parcel 2)

6. General and special taxes and assessments for the fiscal year 2020-2021.
 First Installment: \$396,463.47, DELINQUENT
 Penalty: \$0.00
 Second Installment: \$296,473.47, DELINQUENT
 Penalty: \$0.00
 Tax Rate Area: 083-067
 A. P. No.: 025-046-008-000

(Affects Parcel 3)

7. The lien of defaulted taxes for the fiscal year 2020-2021, and any subsequent delinquencies.

Tax Rate Area: 083-067
 A. P. No.: 025-046-008-000
 Amount to redeem: \$714,017.57
 Valid through: May 31, 2021

Please contact the tax office to verify the payoff amount.

(Affects Parcel 3)

8. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
9. Assessment liens, if applicable, collected with the general and special taxes, including but not limited to those disclosed by the reflection of the following on the tax roll:
 Community Facilities District - Diablo Grande CFD - Western Hills Water District
10. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water.

11. An easement for road and incidental purposes, recorded June 12, 1893 in [Book 53, Page 516](#) of Deeds.
In Favor of: County of Stanislaus
Affects: As described therein
12. An easement for road and incidental purposes, recorded October 10, 1961 as Instrument No. [32501](#) in Book 1713, Page 257 of Official Records.
In Favor of: Western Union Telegraph Company, a corporation
Affects: As described therein
13. An easement for easement and right of way to construct, reconstruct, install, inspect, maintain, replace, remove and incidental purposes, recorded December 12, 1996 as Instrument No. [96-0106966-00](#) of Official Records.
In Favor of: Pacific Gas and Electric Company, a California
Affects: As described therein

A Quitclaim recorded October 22, 2003 as Instrument No. [2003-181401](#) Quitclaimed said easement as to Diablo Grande Unit 1A.

14. An easement for conservation easement grant and incidental purposes, recorded January 27, 1998 as Instrument No. [98-0007341-00](#) of Official Records.
In Favor of: West Stanislaus Resource Conservation District
Affects: As described therein

Terms and provisions contained in the above document.

The terms and provisions contained in the document entitled "Amended and Corrected Conservation Easement Deed" recorded July 29, 2002 as Instrument No. [2002-0096143-00](#) of Official Records.

The terms and provisions contained in the document entitled "Amendment to Wetland Mitigation Areas Related to the Amended and Corrected Conservation Easement Deed" recorded August 01, 2002 as Instrument No. [2002-0098571-00](#) of Official Records.

The terms and provisions contained in the document entitled "Second Amendment to Wetland Mitigation Areas" recorded October 08, 2002 as Instrument No. [2002-0130498-00](#) of Official Records.

15. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded June 27, 2003 as Instrument No. [2003-0106169-00](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined

in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded October 21, 2003 as Instrument No. [2003-180009](#) of Official Records.

Document(s) declaring modifications thereof recorded May 27, 2005 as Instrument No. [2005-91157](#) of Official Records.

Document(s) declaring modifications thereof recorded June 10, 2005 as Instrument No. [2005-98803](#) of Official Records.

Document(s) declaring modifications thereof recorded August 3, 2006 as Instrument No. [2006-115624](#) of Official Records.

A Declaration of Annexation recorded May 12, 2006 as Instrument No. [2006-71507](#) of Official Records.

Document(s) declaring modifications thereof recorded August 30, 2006 as Instrument No. [2006-129010](#) of Official Records.

A Declaration of Annexation recorded November 02, 2006 as Instrument No. [2006-162266](#) of Official Records.

The terms and provisions contained in the document entitled "Assignment, Assumption and Notice of Successor Declarant Under Recorded Covenants, Conditions & Restrictions" recorded October 5, 2009 as Instrument No. [2009-0096814-00](#) of Official Records.

16. The effect of a document entitled "Certificate of Lot Line Adjustment", recorded October 02, 2007 as Instrument No. [2007-0123647-00](#) of Official Records.
17. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
18. Water rights, claims or title to water, whether or not shown by the Public Records.
19. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
20. Easements, claims of easement or encumbrances which are not shown by the public records.
21. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
22. Rights of parties in possession.

23. The description shown in this guarantee is not to be relied upon as a legal insurable parcel. This company has provided said description only as an accommodation for the purpose of facilitating this guarantee.

(Affects Parcel 3)

PART TWO

24. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded January 18, 1972 as Instrument No. [2028](#) in Book 2445, Page 659 of Official Records.

The terms and provisions contained in the document entitled "Notice of Non-Renewal Land Conservation Contract" recorded October 22, 1993 as Instrument No. [93-0109767](#) of Official Records.

The terms and provisions contained in the document entitled "Certificate of Cancellation Contract No. 72-1025" recorded December 16, 1994 as Instrument No. [94-0117952-00](#) of Official Records.

The effect of a document entitled "Notice of Non-Renewal Land Conservation Contract", recorded October 11, 2001 as Instrument No. [2001-0120999-00](#) and October 1, 2004 as Instrument No. [2004-160640](#), both of Official Records.

The terms and provisions contained in the document entitled "Notice of Rescission and Simultaneous Re-Entry into California Land Conservation Contract No. 2018-023" recorded June 25, 2018 as Instrument No. [2018-0043273-00](#) of Official Records.

25. The terms and provisions contained in the document entitled "Mutual Benefit Agreement" recorded February 7, 1994 as Instrument No. [94-0012315-00](#) of Official Records.
26. Notice of intent to remove delinquent special taxes from tax roll for Assessment District Western Hills Water District, a public body, corporate and politic, of the State of California, recorded September 29, 2008 as Instrument No. [2008-0105613-00](#) of Official Records.
27. Notice of intent to remove delinquent special taxes from tax roll for Assessment District Western Hills Water District, a public body, corporate and politic, of the State of California, recorded December 14, 2018 as Instrument No. [2018-0085489-00](#) of Official Records.
28. Notice of intent to remove delinquent special taxes from tax roll for Assessment District Western Hills Water District, a public body, corporate and politic, of the State of California, recorded October 11, 2019 as Instrument No. [2019-0070624-00](#) of Official Records.
29. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Stanislaus County, recorded November 20, 2020, as Instrument No. [2020-0093057](#) of Official Records.
- Debtor: World International LLC
- Year & No.: 2018-2019
- Amount: \$74.46, and any other amounts due thereunder.

30. Lien for unpaid charges for water or other services in favor of Western Hills Water District
Against: Angel's Crossing, LLC
Amount: \$370,042.04
Recorded: February 2, 2021 as Instrument No. [2021-0010798](#) of Official Records.

31. Lien for unpaid water charges in favor of Western Hills Water District
Against: World International, LLC
Amount: \$532,771.27
Recorded: February 22, 2021 as Instrument No. [2021-0017164](#) of Official Records.

32. Notice of Intent to remove delinquent special taxes from tax roll for Assessment District Western Hills Water District, a public body, corporate and politic, of the Ste of California, recorded April 19, 2021 as Instrument No. [2021-0037665](#) of Official Records.

INFORMATION

None



First American Title

Schedule C

Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5007-6561213

File No.: 5007-6561213

ADDRESSES

Paragraph #5 of Schedule A

Recording November 5, 2018 as Instrument No. 2018-0076613-00

Mailing Address World International, LLC, a Delaware limited liability company
c/o International Practice Group

1350 Columbia Street, Suite 500

San Diego, CA 92101
Attn: Guillermo Marrero, Esq.

Paragraph #5 of Schedule A

Recording County Tax Roll

Mailing Address World International LLC

9501 Morton Davis Dr

Patterson CA 95363-8610

Paragraph #5 of Schedule A

Recording May 7, 2020 as Instrument No. [2020-0031614-00](#)

Mailing Address Angel's Crossing, LLC, a California limited liability company

3150 Wilshire Blvd, Ste 2722

Los Angeles, CA 90010

Paragraph #5 of Schedule A

Recording County Tax Roll

Mailing Address Angels Crossing LLC
9521 Morton Davis Dr
Patterson 95363-8610
Angels Crossing LLC
3150 Wilshire Blvd 2722
Los Angeles CA 90010-1373

Paragraph #24 of Schedule B

Recording January 18, 1972 in Book 2445, Page 659

Mailing Address Stanislaus County
Board of Supervisors
No Address Shown

Stanislaus County
Planning Department
No Address Shown

Paragraph #25 of Schedule B

Recording February 7, 1994 as Instrument No. [94-0012315-00](#)

Mailing Address Thomas Lynn Avery
Del Puerto Hospital
P.O. Box 187
Patterson, Calif. 95363

Paragraph #26 of Schedule B

Recording September 29, 2008 as Instrument No. [2008-0105613-00](#)

Mailing Address Western Hills Water District
9521 Morton Davis Dr.
Patterson, CA 95363

Paragraph #27 of Schedule B

Recording December 14, 2018 as Instrument No. [2018-0085489-00](#)

Mailing Address Western Hills Water District
9521 Morton Davis Drive
Patterson, CA 95363

Paragraph #28 of Schedule B

Recording October 11, 2019 as Instrument No. [2019-0070624-00](#)

Mailing Address Western Hills Water District
9521 Morton Davis Drive
Patterson, CA 95363

Paragraph #29 of Schedule B

Recording November 20, 2020 as Instrument No. [2020-0093057-00](#)

Mailing Address Donna Riley
Stanislaus County Tax Collector
1010 10th Street - Suite 2500
Modesto, CA 95354

Paragraph #30 of Schedule B

Recording February 2, 2021 as Instrument No. [2021-0010798-00](#)

Mailing Address Western Hills Water District
9501 Morton Davis Dr.
Patterson, California 95363

Paragraph #31 of Schedule B

Recording February 22, 2021 as Instrument No. [2021-0017164-00](#)

Mailing Address Western Hills Water District
9501 Morton Davis Dr.
Patterson, California 95363

Paragraph #32 of Schedule B

Recording April 19, 2021 as Instrument No. [2021-0037665-00](#)

Mailing Address Western Hills Water District

9521 Morton Davis Drive

Patterson, CA 95363

EXHIBIT "G"

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Martin Kosla (SBN 247224) Burke, Williams & Sorensen, LLP 1770 Iowa Avenue, Suite 240 Riverside, CA 92507-2479 TELEPHONE NO.: 951.788.0100 FAX NO. (Optional): 951.788.5785 E-MAIL ADDRESS (Optional): mkosla@bwslaw.com ATTORNEY FOR (Name): Plaintiff, Western Hills Water District	FOR COURT USE ONLY Electronically Filed 1/24/2023 1:30 PM Superior Court of California County of Stanislaus Clerk of the Court By: Angela Mesa, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS STREET ADDRESS: City Towers Bldg, 801 10 th Street, 4 th Floor MAILING ADDRESS: CITY AND ZIP CODE: Modesto 95354 BRANCH NAME:	CASE NUMBER: CV-21-002840
PLAINTIFF/PETITIONER: WESTERN HILLS WATER DISTRICT, ETC. DEFENDANT/RESPONDENT: WORLD INTERNATIONAL, LLC, ET AL.	
<div style="text-align: center;"> NOTICE OF ENTRY OF JUDGMENT OR ORDER </div> <p>(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE <input type="checkbox"/> LIMITED CASE (Amount demanded exceeded \$25,000) (Amount demanded was \$25,000 or less)</p>	

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): January 19, 2023
2. A copy of the judgment, decree, or order is attached to this notice.

Date: **January 23, 2023**

Martin Kosla

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)



(SIGNATURE)

PLAINTIFF/PETITIONER: WESTERN HILLS WATER DISTRICT, ETC.	CASE NUMBER: CV-21-002840
DEFENDANT/RESPONDENT: WORLD INTERNATIONAL, LLC, ET AL.	

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my ~~residence~~ or business address is (*specify*):

1770 Iowa Avenue, Suite 240, Riverside, CA 92507-2479

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. deposited the sealed envelope with the United States Postal Service.
- b. placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*): **January 24, 2023**
- b. from (*city and state*): **Riverside, California**

4. The envelope was addressed and mailed as follows: **SEE ATTACHMENT TO PROOF OF SERVICE (form POS-030(P))**

- a. Name of person served:
- c. Name of person served:

Street address: 1
City:
State and zip code:

Street address:
City:
State and zip code:

- b. Name of person served:
- d. Name of person served:

Street address:
City:
State and zip code:

Street address:
City:
State and zip code:

Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

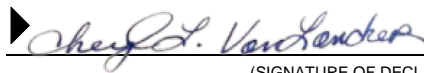
5. Number of pages attached.

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

Date: **January 24, 2023**

Cheryl L. VanLancker

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

SHORT TITLE: WESTERN HILLS WATER DISTRICT, ETC., v. WORLD INTERNATIONAL, LLC, ET AL.	CASE NUMBER: CV-21-002840
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ATTACHMENT TO PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL (PERSONS SERVED)

(This Attachment is for use with form POS-030)

NAME AND ADDRESS OF EACH PERSON SERVED BY MAIL:

Name of Person Served

Address (number, street, city, and zip code)

Angels Crossing, LLC
 c/o June D. Coleman
 Managing Attorney - California Office
 Messer Strickler Ltd.
 5960 South Land Park Drive #1059
 Sacramento, CA 95822

Attorney for Angels Crossing, LLC

World International, LLC
 Registered Agent
 Koy Saevang
 CSC Lawyers Incorporating Service
 2710 Gateway Oaks Dr., 150 N.
 Sacramento, CA 95833

Courtesy Copy:
 Eduardo Martinez
 World International, LLC
 20240 Panoz Rd.
 Patterson, CA 95363

1 Martin Kosla, State Bar No. 247224
E-mail: mkosla@bwslaw.com
2 Burke, Williams & Sorensen, LLP
1770 Iowa Avenue, Suite 240
3 Riverside, CA 92507-2479
Tel: 951.788.0100 Fax: 951.788.5785

4 Attorneys for Plaintiff
5 WESTERN HILLS WATER DISTRICT

EXEMPT FROM FILING FEES PER GOV.
CODE § 6103

Electronically Filed
1/19/2023
Superior Court of California
County of Stanislaus
Clerk of the Court
By: James Xiong, Deputy

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF STANISLAUS

10 WESTERN HILLS WATER DISTRICT, a
California water district, on behalf of
11 Diablo Grande Community Facilities
District No. 1,

12 Plaintiff,

13 v.

14 WORLD INTERNATIONAL, LLC, a
15 Delaware limited liability company;
BANK OF SCOTLAND PLC, a foreign
16 public limited company; and DOES 1
THROUGH 100, INCLUSIVE,

17 Defendants.
18

Case No. CV-21-002840

~~PROPOSED~~ JUDGMENT IN JUDICIAL
FORECLOSURE; ORDER OF SALE
THEREON

Judge: Hon. Stacy P. Speiller

Action Filed: 6/4/21

Trial Date: Vacated after granting of MSJ

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~~PROPOSED~~ **JUDGMENT IN JUDICIAL FORECLOSURE;
ORDER OF SALE THEREON**

The above-entitled cause came on regularly for hearing on the motion for summary judgment in judicial foreclosure or, in the alternative, summary adjudication (“MSJ”) filed by Plaintiff WESTERN HILLS WATER DISTRICT (“DISTRICT”), on behalf of Community Facilities District No. 1 (“CFD No. 1”), against Defendant WORLD INTERNATIONAL, LLC (“DEFENDANT”). Martin Kosla appeared telephonically for the DISTRICT. There were no other appearances.

Based on the evidence submitted by the DISTRICT, and DEFENDANT having failed to present any admissible evidence to the contrary, the Court granted the MSJ in favor of the DISTRICT and against DEFENDANT, as set forth in the Court’s Minute Order dated November 10, 2022, which is attached hereto as **Exhibit “1,”** and incorporated herein by this reference.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

The DISTRICT is entitled to entry of a Judgment in Judicial Foreclosure on its Complaint against DEFENDANT on the terms set forth in the following paragraphs:

1. The parcel of real property which is the subject matter of this Judgment in Judicial Foreclosure is identified by the Stanislaus County Assessor’s Parcel Number (“APN”) listed in **Exhibit “2”** attached hereto and fully incorporated herein by this reference, and as further and legally described in **Exhibit “3”** attached hereto and fully incorporated herein by this reference (“PROPERTY”).

2. The PROPERTY is vacant land with no dwellings on it.

3. The PROPERTY is located within the established geographical boundaries of CFD No. 1.

4. The DISTRICT issued special tax bonds upon the security of the special taxes levied within CFD No. 1 pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with § 53311 of the California *Government Code*).

///

1 5. The unpaid special taxes levied against the PROPERTY within CFD No. 1 are
2 delinquent in the principal amounts set forth in **Exhibit “4”** attached hereto and fully
3 incorporated herein by this reference, together with statutory penalties¹ and interest,²
4 administrative costs and attorney’s fees and costs accrued in pursuit of foreclosure, all of which
5 have not been paid.

6 6. The DISTRICT is thus entitled to a Judgment in Judicial Foreclosure pursuant to
7 California *Government Code* §§ 53356.1, *et seq.*, as well as a declaratory judgment pursuant to
8 California *Code of Civil Procedure* § 1060 and California *Revenue and Taxation Code* § 3712(f).

9 7. DEFENDANT is not an entity against which a deficiency may be ordered in this
10 action and is therefore not personally liable for payment of the sums secured by the special tax
11 lien set forth in the Complaint or in this Judgment in Judicial Foreclosure.

12 8. With regard to the delinquent special taxes levied against the PROPERTY in CFD
13 No. 1, DEFENDANT is indebted to the DISTRICT in the aggregate sums listed in the
14 spreadsheet attached hereto as **Exhibit “5”** and incorporated herein by this reference, all of which
15 sums constitute a lien against the PROPERTY.

16 9. The cumulative total amount due as of the date of this Judgment in Judicial
17 Foreclosure, inclusive of all principal, penalties, interest, fees and costs, is thus **\$209,647.55**, plus
18 daily post-judgment interest of **\$57.44**, or at the rate of 10% per annum, in the event this
19 Judgment in Judicial Foreclosure is subsequently amended.

20 10. Additional installments of special taxes for subsequent tax years may become,
21 have become, or will become delinquent if not paid on or before December 10 and April 10 for
22 the respective tax years. A penalty of 10% of each principal installment attaches to each
23 installment on its delinquency date pursuant to California *Revenue and Taxation Code* §§ 2704
24 and 2705; and a redemption penalty of 1.5% (referred to herein as “Interest”) of each principal
25

26 ¹ See, California *Revenue and Taxation Code* §§ 2704 and 2705 which grant authority to collect a
penalty of 10% of the principal amount on the delinquency date.

27 ² See, California *Revenue and Taxation Code* § 4103 which grants authority to collect a
28 redemption penalty of 1.5% per month of the principal installment amount beginning July 1 of the
year of the tax default to time of redemption.

1 installment attaches on the next succeeding July 1, and on the first of each month thereafter
2 pursuant to California *Revenue and Taxation Code* § 4103.

3 11. At any time prior to the foreclosure sale of the PROPERTY, in accordance with
4 California *Government Code* § 53356.1(c), the DISTRICT shall have the right to amend the
5 Judgment in Judicial foreclosure to include any or all additional special tax installments in CFD
6 No. 1 that become delinquent, including interest, penalties, costs, fees, and other charges.

7 12. The PROPERTY will be sold, at a minimum, for the amount adjudged to be due
8 against it, which is identified in Exhibit “5” and Paragraph 9 above, together with the costs of the
9 foreclosure sale and daily post-judgment interest at the rate of 10% per annum, which the Sheriff
10 of Stanislaus County (“Sheriff”) is hereby authorized to include in the minimum bid price
11 (“MINIMUM PRICE”) in the manner prescribed by law, including but not limited to California
12 *Code of Civil Procedure* §§ 680.010 to 724.260, and California *Government Code* §§
13 53356.5(a)(4) and 53356.6.

14 13. Notwithstanding California *Code of Civil Procedure* § 70 1.545, pursuant to
15 California *Government Code* § 53356.5(a), notice of sale of any lot or parcel included in the
16 Judgment in Judicial Foreclosure may be given pursuant to California *Code of Civil Procedure* §
17 701.540 any time after the expiration of 20 days after the date the notice of levy on the interest in
18 the PROPERTY was served on the judgment debtor(s), and the thirty (30) day time period
19 contained in subdivision (h) of § 701.540 shall be reduced to ten (10) days.

20 14. At the foreclosure sale, the Sheriff shall offer the PROPERTY for sale at the
21 MINIMUM PRICE, as it may be amended pursuant to Paragraph 11, plus statutory post-judgment
22 interest and the costs of execution and sale (including Sheriff's fees, and attorney's fees and
23 costs).

24 15. The DISTRICT may purchase the PROPERTY at the foreclosure by way of a
25 credit bid in accordance with California *Government Code* § 53356.5(a)(5).

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1 16. From the proceeds of the sale of the PROPERTY, the Sheriff shall pay to the
2 DISTRICT, after deducting costs and expenses of that levy and sale, the sums adjudged due to the
3 DISTRICT in Paragraphs 9 and 12 above, together with post-judgment interest at the rate of 10%
4 per annum from the date of entry of the Writ of Sale for this Judgment in Judicial Foreclosure.

5 17. The PROPERTY shall continue to be subject to the continuing lien of special taxes
6 in favor of the DISTRICT for the payment of all unpaid special taxes in CFD No. 1, including
7 interest, penalties, fees, costs and other charges accruing and unpaid subsequent to the entry of
8 this Judgment in Judicial Foreclosure.

9 18. The purchaser of the PROPERTY shall take the PROPERTY subject to (a) all and
10 any special taxes levied against the PROPERTY in CFD No. 1 which are not included in this
11 Judgment in Judicial Foreclosure, including all such special tax installments which may become
12 due or delinquent subsequent to the date of this Judgment in Judicial Foreclosure, together with
13 the penalties and interest thereon; and (b) all due, delinquent and unpaid general property taxes
14 and tax liens before and after the Judgment in Judicial Foreclosure.

15 19. If any surplus remains after the payments specified in Paragraph 16 are made, the
16 surplus will be distributed to those persons or entities entitled to the surplus, or any portion
17 thereof, in the manner prescribed by *California Code of Civil Procedure* §§ 701.820, 701.830 and
18 727.

19 20. Upon completion of the sale of the PROPERTY pursuant to this Judgment in
20 Judicial Foreclosure, the Sheriff shall execute a Deed of Sale to the purchaser, who may then take
21 possession of such real property, if necessary, with the assistance of the Sheriff.

22 21. The sale of the PROPERTY pursuant to this Judgment in Judicial Foreclosure
23 shall not be subject to a post-sale right of redemption.

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22. Upon completion of the sale of the PROPERTY pursuant to this Judgment in Judicial Foreclosure, DEFENDANT, and all persons claiming from or under it, all persons and their personal representatives having liens subsequent and subordinate, inferior and/or junior to the DISTRICT's continuing special tax lien by judgment, decree, or otherwise on such parcels, all persons and their heirs, or personal representatives having any lien or claim by or under such lien, judgment or decree, all persons claiming under them, and all persons claiming to have acquired any estate or interest in the premises after the recording of the "Notice of Pendency of Action in Judicial Foreclosure" with the Stanislaus County Recorder, which took place on September 13, 2021, as Document No. 2021-0087169, shall be forever barred and foreclosed from all equity of, redemption in, and claim, right or interest in, the PROPERTY from and after delivery of the Deed of Sale by the Sheriff.

Dated: 1/13/, 2023



JUDGE OF THE SUPERIOR COURT
STACY P SPEILLER

EXHIBIT “1”

Exhibit "1"
(Minute Order Attached)

SUPERIOR COURT, STATE OF CALIFORNIA, COUNTY OF STANISLAUS

WESTERN HILLS WATER DISTRICT
PLAINTIFF

VS.

WORLD INTERNATIONAL LLC
DEFENDANT

NATURE OF HEARING: Plaintiff's Motion for Summary Judgment in Judicial Foreclosure, or, in the Alternative, Summary Adjudication

JUDGE: STACY SPEILLER
Clerk: C. Gonzalez

Bailiff: J. Mendoza
Reporter: NONE

No. CV-21-002840
Date: 11/10/2022
Modesto, California

APPEARANCES:

Martin Kosla, Esq., appearing via Vcourt on behalf of Plaintiff.

No other parties present.

Case is regularly called for hearing.

There being no request for a hearing, the Court confirms its tentative ruling as follows:

Plaintiff's Motion for Summary Judgment in Judicial Foreclosure, or, in the Alternative, Summary Adjudication - **GRANTED**. Plaintiff's Request for Judicial Notice is **GRANTED**.

The Court awards \$18,232.00 in attorney's fees and \$4,163.00 in paralegal fees, plus legal costs and expenses of \$1,344.09. to plaintiff Western Hills Water District and against defendant World International, LLC.

Plaintiff shown that no material facts are in dispute.

The fact that World International is no longer represented by counsel is not a reason for the Court to delay in making its ruling, because the Court has given World International sufficient warning and time to obtain new counsel and/or to request a continuance of the hearing.

On October 6, 2022, the Court granted defendant World International's counsel's Motion to be Relieved as Counsel. Carmen Millan, an accountant for World International, was present at the hearing. The Court advised Ms. Millan that a business entity cannot legally represent itself, and therefore new counsel must be obtained in this matter. The Court further advised Ms. Millan of the upcoming hearing dates, and that these dates needed to be given to new counsel. The Court ordered that the Order would become effective upon the filing of the proof of service of the signed order upon World International. The proof of service was filed on October 18, 2022.

Pursuant to the provisions of *Government Code Section 53356.4*, there are only three requirements that plaintiff must establish to make a prima

facie case in judicial foreclosure under the Mello-Roos Act against a property owner for delinquent special taxes.

The foreclosure action shall be brought in the name of the local agency or trustee on behalf of the bondholders pursuant to Section 53356.1, and may be brought within the time specified in Section 53356.1. The complaint may be brief and need only include the following allegations:

- (a) That on a stated date, a certain sum of special taxes, levied against the subject property (describing it) pursuant to this chapter, became delinquent.
- (b) On that date, bonds issued pursuant to this chapter, payable in whole or in part by the subject special taxes, were outstanding.
- (c) That the legislative body or trustee has ordered the foreclosure.

Plaintiff has satisfied all of the above requirements.

On September 24, 2000, plaintiff adopted Resolution No. 2000-06 to establish Community Facilities District No. 1 ("CFD No. 1") pursuant to the Mello-Roos Act, and to levy a special tax. *UMF No.'s 1 & 2.*

On December 12, 2000, pursuant to the Mello-Roos Act and the requirements of *Streets and Highways Code Section 3114.5*, plaintiff caused a Notice of Special Tax Lien to be recorded, as Document No. 2000-0105732-00 in Stanislaus County, to secure payment of the special taxes pursuant to the duly authorized Rate and Method of Apportionment of Special Tax levied against all real property within CFD No. 1. *UMF No. 3.*

Between July 5, 2001 and July 8, 2015, plaintiff adopted multiple resolutions which authorized the issuance of special tax bonds, a Fiscal Agent Agreement and supplements to that agreement, and resolutions to incur bonded indebtedness. Plaintiff also recorded amended tax liens. *UMF No.'s 4 - 11.*

The special taxes levied in CFD No. 1 are authorized to be collected in the same manner as ordinary property taxes and become delinquent if not paid semi-annually on December 10th and April 10th of each year. *UMF No. 12.*

However, the special taxes are different from ordinary property taxes because once the requisite Notice of Intent to Remove Delinquent Special Tax Installments from the Tax Roll has been recorded, the County Tax Collector is no longer authorized to accept payment for the delinquent special taxes on behalf of the plaintiff. *UMF No. 13.* The delinquent special taxes must be recovered by plaintiff through a judicial foreclosure action. *UMF No. 14.*

A one-time penalty in the amount of 10% of a delinquent special tax installment accrues and is due and payable on the statutory delinquency date of a delinquent special tax installment, and a monthly redemption penalty in the amount of 1.5% of a delinquent special tax installment accrues and is due and payable on the next succeeding July 1st and on the first of each month thereafter until the delinquent special tax installment is paid. *UMF No.'s 15 & 16.*

Special taxes became delinquent for tax years 2017 - 2020. *UMF No. 17.*

The principal amounts of the delinquent special taxes total \$108,525.84. UMF No. 18.

On December 14, 2018, October 11, 2019, and April 19, 2021, plaintiff caused Notices of Intent to Remove Delinquent Special Tax Installments from Tax Roll to be recorded for tax years 2017/2018, 2018/2019 and 2019/2020. UMF No.'s 19, 20 & 21.

Subsequently the Board of Directors for plaintiff authorized the bringing and prosecution of this foreclosure action to recover the delinquencies. UMF No. 22.

Defendant World International LLC is the current owner of the property. UMF No. 23.

Defendant Bank of Scotland PLC, which owned an interest in the parcel pursuant to a deed of trust, released the deed of trust and was subsequently dismissed from this action. UMF No. 24.

Plaintiff has shown that defendant has not paid the special taxes levied in CFD NO. 1 against the property, and that the amount owed to plaintiff as of August 1, 2022, is \$209,647.55. UMF No.'s 26 & 27.

World International has no valid defense to this action.

Pursuant to *The California Constitution, Article XIII, Section 32, and Revenue and Taxation Code Section 4807*, in order to assert a defense, defendant would have had to have paid the taxes first. *Section 4807* "...creates a statutory bar to orders enjoining the collection of a county tax which is comparable to the constitutional prohibition against enjoining the collection of a state-imposed tax." *Connolly v. County of Orange* (1992) 1 Cal. 4th 1105, 1114.

Plaintiff has shown that the defendant has failed to pay any of the delinquent special taxes. UMF No.'s 18, 27, 29 & 30. Therefore, defendant is not entitled to assert a defense.

Additionally, even if defendant had paid the special taxes before filing answer to the complaint, the defendant would still be unable to assert a defense because the statute of limitations has run.

The statute of limitations to challenge the validity of special taxes is set forth in *Government Code Section 53359*, which provides that an action to determine the validity of bonds or the validity of any special taxes must be brought within 30 days after the voters approve the issuance of the bonds or the special tax. Also, *Government Code Section 53341* provides that any action or proceeding to attack, review, set aside, void or annul the levy of a special tax or an increase in a special tax shall be commenced within 30 days after the special tax is approved by the voters.

The statute of limitations has long since run. As set forth above, the special taxes were levied in 2000 and bonds were issued in 2001. UMF No.'s 2 - 5. The last set of special tax bonds were issued in 2015. UMF No.'s 10 - 11.

Plaintiff also seeks attorney's fees in connection with this action pursuant to *Government Code Sections 53356.3(c) (payment of attorney's fees authorized by the local agency) and 53356.5(b) (the judgment shall include reasonable attorneys' fees and costs)*.

Plaintiff claims that the attorneys have spent 68.8 hours at the rate of \$265.00 per hour, and the paralegals have spent 36.2 hours at the rate of \$115.00 per hour. *Kosla Declaration, paragraphs 4 and 5, attached as Exhibit W to Volume 20.* This totals \$22,395.00 (\$18,232.00 in attorney's fees and \$4,163.00 in paralegal fees), plus legal costs and expenses of \$1,344.09.

The hourly rate for the attorneys and the paralegals is reasonable, as are the time estimates and the costs.

EXHIBIT “2”

Exhibit "2"
(Delinquent APN)

<u>APN</u>	<u>Former APN</u>	<u>Owner</u>	<u>Description of Property</u>
025-039-014-000	025-039-012-000	World International, LLC	Undeveloped land

EXHIBIT “3”

Exhibit "3"
(Legal Description)

APN 025-039-014-000 (formerly 025-039-014-000)

Real property in the unincorporated area of the County of Stanislaus, State of California, described as follows:

LYING IN ALL OF SECTIONS 10, 11, 12, 14, 15 & 23 AND A PORTION OF SECTIONS 13, 22, 24 & 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 7, 18 AND 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA. THE FOLLOWING DESCRIPTION COMPRISES ONE LEGAL PARCEL AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID SECTIONS 10, 11, 12, 14, 15, AND 23.
THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22.
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22.
THE SOUTHEAST QUARTER OF SAID SECTION 22.
THE WEST HALF OF SAID SECTION 22.
THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26.
THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 OF SAID SECTION 7.
THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7.
LOT 4 OF SAID SECTION 18.
LOT 3 OF SAID SECTION 18.

EXCEPTING THEREFROM.
THE SOUTH 725 FEET OF SAID LOT 3 OF SECTION 18.

ALSO EXCEPTING THEREFROM THE FOLLOWING LANDS:
ALL OF THE LOTS AND STREETS SHOWN ON THE MAP ENTITLED "DIABLO GRANDE UNIT NO. 1A" RECORDED MAY 13, 2003 IN BOOK 40 OF MAPS AT PAGE 94, STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 13, GRANTED TO WESTERN HILLS WATER DISTRICT, A CALIFORNIA WATER DISTRICT, BY GRANT DEED RECORDED ON JANUARY 23, 2017 AS DOCUMENT NO. 2017-0004429, STANISLAUS COUNTY RECORDS.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF LOT LINE ADJUSTMENT NO. PLN2017-0108, RECORDED JUNE 25, 2018, AS INSTRUMENT NO. 2018-0043270 OF OFFICIAL RECORDS.

APN: 025-039-014-000, 025-005-011-000, 025-046-007-000, 025-047-007-000, 025-004-002-000, 025-010-004-000, 025-010-016-000, 025-015-011-000 AND 025-015-005-000

EXHIBIT “4”

Exhibit "4"
(Principal Amounts of Delinquent Special Taxes)

<u>Owner</u>	<u>APN</u>	<u>Former APN (against which special taxes were levied)</u>	<u>Tax Year</u>	<u>Principal Amount</u>
World International, LLC	025-039-014-000	025-039-012-000 (part of)	2017-18 2018-19 2019-20	\$32,068.30 \$38,225.54 \$38,232.00
TOTAL				\$108,525.84

EXHIBIT “5”

Exhibit “5”
(Delinquency Spreadsheet Attached)

Exhibit "5"
Delinquency Spreadsheet

Western Hills Water District v. World International, LLC, et al
Stanislaus Sup. Ct. Case No. CV-21-002840
Diablo Grande Community Facilities District No. 1

APN: 025-039-014-000

Tax Year	Principal	Penalties	Mo. Simple Int. @1.5%	Date Interest Begins	Current Date	Yrs	Add'l Mos From Jul 1 of CY	Mos. Of Accrued Interest	Interest through Aug. 31, 2022	District Admin. (Goodwin)	County "Stripping" Fees	LG Costs	Prior Legal Fees & Costs (Lavelle)	Legal Costs (Burke)	Legal Fees (Burke)	Total
2017/18	32,068.30	3,206.83	481.02	1-Jul-18	31-Jul-22	4	2	50	24,051.00	460.00	40.00	3,700.00	750.00	1,344.09	22,395.00	84,315.22
2018/19	38,225.54	3,822.55	573.38	1-Jul-19	31-Jul-22	3	2	38	21,788.56		40.00		750.00			64,626.65
2019/20	38,232.00	3,823.20	573.48	1-Jul-20	31-Jul-22	2	2	26	14,910.48		40.00					57,005.68
	108,525.84	10,852.58							60,750.04	460.00	120.00	3,700.00	1,500.00	1,344.09	22,395.00	209,647.55

TOTAL AMOUNT OF DELINQUENCIES DUE: \$ 209,647.55

RECAP OF AMOUNTS:

Principal:	108,525.84
Penalties:	10,852.58
Interest:	60,750.04
District Admin.:	460.00
County "Stripping" Fees:	120.00
LG Costs:	3,700.00
Prior Legal Fees & Costs (Lavelle):	1,500.00
Legal Fees (Burke):	22,395.00
Legal Costs (Burke):	1,344.09
	<u>209,647.55</u>

¹ Interest calculated through August 31, 2022.

² Burke's legal fees and costs calculated through July 31, 2022.

EXHIBIT “H”



First American Title

First American Title Company

**711 East Canal Drive, Suite A
Turlock, CA 95380**

May 27, 2021

Cher VanLancker
Burke, Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071
Fax: (213)236-2700
Customer Reference:

BILL TO 08259-0001.003

Title Officer: Christine Petersen
Phone: (209)216-4419
Order Number: 5007-6561212 (CP)

Escrow Officer: Christine Petersen (CP)
Phone: (209)216-4419
Fax: (866)374-8585
Escrow Number: 5007-6561212

Property: Vacant Land
Patterson, California 95363

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

Guarantee

Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5015800-5007-6561212

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3. a) The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A.

b) The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.

THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

By:
Authorized Countersignature

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances 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 matter 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.
- (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

GUARANTEE CONDITIONS AND STIPULATIONS(Continued)

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 OR 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 or 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 or 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

GUARANTEE CONDITIONS AND STIPULATIONS(Continued)

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 Land Title 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 \$2,000,000 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 \$2,000,000 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, an 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 **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707.**



First American Title



First American Title

Schedule A

Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5007-6561212

File No.: 5007-6561212

Liability: \$70,293.84

Fee: \$3,700.00

1. Name of Assured: Western Hills Water District and Burke, Williams & Sorensen, LLP
2. Date of Guarantee:
May 12, 2021 at 7:30 A.M.
3. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to
The Litigation is furnished solely for the purpose of facilitating the prosecution of a judicial
foreclosure action to collect delinquent special taxes.
4. The estate or interest in the Land which is covered by this Guarantee is: Fee
5. Title to the estate or interest in the Land is vested in: WORLD INTERNATIONAL, LLC, A DELAWARE
LIMITED LIABILITY COMPANY
6. The Land referred to in this Guarantee is described as follows:

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Stanislaus, State of California, described as follows:

LYING IN ALL OF SECTIONS 10, 11, 12, 14, 15 & 23 AND A PORTION OF SECTIONS 13, 22, 24 & 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST AND A PORTION OF SECTIONS 7, 18 AND 19, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN STANISLAUS COUNTY, CALIFORNIA. THE FOLLOWING DESCRIPTION COMPRISES ONE LEGAL PARCEL AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID SECTIONS 10, 11, 12, 14, 15, AND 23.
THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13.
THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.
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THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24.
THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26.
THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 OF SAID SECTION 7.
THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7.
LOT 4 OF SAID SECTION 18.
LOT 3 OF SAID SECTION 18.

EXCEPTING THEREFROM.
THE SOUTH 725 FEET OF SAID LOT 3 OF SECTION 18.

ALSO EXCEPTING THEREFROM THE FOLLOWING LANDS:
ALL OF THE LOTS AND STREETS SHOWN ON THE MAP ENTITLED "DIABLO GRANDE UNIT NO. 1A" RECORDED MAY 13, 2003 IN [BOOK 40 OF MAPS AT PAGE 94](#), STANISLAUS COUNTY RECORDS.

THAT CERTAIN PROPERTY LYING IN SECTION 13, GRANTED TO WESTERN HILLS WATER DISTRICT, A CALIFORNIA WATER DISTRICT, BY GRANT DEED RECORDED ON JANUARY 23, 2017 AS DOCUMENT NO. [2017-0004429](#), STANISLAUS COUNTY RECORDS.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF LOT LINE ADJUSTMENT NO. PLN2017-0108, RECORDED JUNE 25, 2018, AS INSTRUMENT NO. [2018-0043270](#) OF OFFICIAL RECORDS.

APN: 025-039-014-000, 025-005-011-000, 025-046-007-000, 025-047-007-000, 025-004-002-000, 025-010-004-000, 025-010-016-000, 025-015-011-000 AND 025-015-005-000



First American Title

Schedule B

Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5007-6561212

File No.: 5007-6561212

Defects, liens, encumbrances or other matters affecting title:

PART ONE

1. General and special taxes and assessments for the fiscal year 2021-2022, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2020-2021.
First Installment: \$21,082.14, AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT, DELINQUENT
Penalty: \$0.00
Second Installment: \$21,092.14, AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT, DELINQUENT
Penalty: \$0.00
Tax Rate Area: 083067
A. P. No.: 025-039-014-000

3. General and special taxes and assessments for the fiscal year 2020-2021.
First Installment: \$1,233.44, AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT, DELINQUENT
Penalty: \$0.00
Second Installment: \$1,243.44, AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT, DELINQUENT
Penalty: \$0.00
Tax Rate Area: 083067
A. P. No.: 025-005-011-000

4. General and special taxes and assessments for the fiscal year 2020-2021.
First Installment: \$327.92, AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT, DELINQUENT
Penalty: \$0.00
Second Installment: \$337.92, AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT, DELINQUENT
Penalty: \$0.00
Tax Rate Area: 083067
A. P. No.: 025-046-007-000

5. General and special taxes and assessments for the fiscal year 2020-2021.
 First Installment: \$50.47, AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT, DELINQUENT
 Penalty: \$0.00
 Second Installment: \$60.47, AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT, DELINQUENT
 Penalty: \$0.00
 Tax Rate Area: 083067
 A. P. No.: 025-047-007-000
6. General and special taxes and assessments for the fiscal year 2020-2021.
 First Installment: \$407.29, AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT, DELINQUENT
 Penalty: \$0.00
 Second Installment: \$417.29, AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT, DELINQUENT
 Penalty: \$0.00
 Tax Rate Area: 083067
 A. P. No.: 025-010-016-000
7. General and special taxes and assessments for the fiscal year 2020-2021.
 First Installment: \$93.46, AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT, DELINQUENT
 Penalty: \$0.00
 Second Installment: \$103.46, AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT, DELINQUENT
 Penalty: \$0.00
 Tax Rate Area: 083067
 A. P. No.: 025-015-011-000
8. The lien of defaulted taxes for the fiscal year 2019-2020, and any subsequent delinquencies.
- Tax Rate Area: 083067
 A. P. No.: 025-039-014-000
 Amount to redeem: \$151.06
 Valid through: MAY 2021
 Amount to redeem: \$
 Valid through:
Please contact the tax office to verify the payoff amount.
9. The lien of defaulted taxes for the fiscal year 2019-2020, and any subsequent delinquencies.
- Tax Rate Area: 083067
 A. P. No.: 025-005-011-000
 Amount to redeem: \$2,876.08
 Valid through: MAY 2021
 Amount to redeem: \$
 Valid through:

Please contact the tax office to verify the payoff amount.

10. The lien of defaulted taxes for the fiscal year 2019-2020, and any subsequent delinquencies.

Tax Rate Area: 083067
 A. P. No.: 025-046-007-000
 Amount to redeem: \$783.03
 Valid through: MAY 2021
 Amount to redeem: \$
 Valid through:

Please contact the tax office to verify the payoff amount.

11. The lien of defaulted taxes for the fiscal year 2019-2020, and any subsequent delinquencies.

Tax Rate Area: 083067
 A. P. No.: 025-047-007-000
 Amount to redeem: \$141.63
 Valid through: MAY 2021
 Amount to redeem: \$
 Valid through:

Please contact the tax office to verify the payoff amount.

12. The lien of defaulted taxes for the fiscal year 2018-2019, and any subsequent delinquencies.

Tax Rate Area: 083067
 A. P. No.: 025-010-016-000
 Amount to redeem: \$1,477.60
 Valid through: MAY 2021
 Amount to redeem: \$
 Valid through:

Please contact the tax office to verify the payoff amount.

13. The lien of defaulted taxes for the fiscal year 2018-2019, and any subsequent delinquencies.

Tax Rate Area: 083067
 A. P. No.: 025-015-011-000
 Amount to redeem: \$366.30
 Valid through: MAY 2021
 Amount to redeem: \$
 Valid through:

Please contact the tax office to verify the payoff amount.

14. Assessment liens, if applicable, collected with the general and special taxes, including but not limited to those disclosed by the reflection of the following on the tax roll:

Community Facilities District Diablo Grande CFD-Western Hills Water District.

Community Facilities District Diablo Grande Community Facilities District No. 1.

15. Notice of intent to remove delinquent special taxes from tax roll for Western Hills Water District, recorded September 29, 2008 as Instrument No. [2008-0105613](#) of Official Records.

For information with regard to the delinquent special tax installment(s) covered by this notice, you should contact:

Western Hills Water District
c/o Dwain Sanders, President
9521 Morton Davis Dr.
Patterson, CA 95363

16. Notice of intent to remove delinquent special taxes from tax roll for Assessment District Diablo Grande Community Facilities District No. 1, recorded December 14, 2018 as Instrument No. [2018-0085489](#) of Official Records.

For information with regard to the delinquent special tax installment(s) covered by this notice, you should contact: Joseph C. Lavelle, Esq.

Lavelle Law Group, APC
1350 Columbia St., Suite 500
San Diego, CA 92101
(616) 515-1498

17. Notice of intent to remove delinquent special taxes from tax roll for Assessment District Diablo Grande Community Facilities District No. 1, recorded October 11, 2019 as Instrument No. [2019-0070624](#) of Official Records.

For information with regard to the delinquent special tax installment(s) covered by this notice, you should contact: Joseph C. Lavelle, Esq.

Lavelle Law Group, APC
1350 Columbia St., Suite 500
San Diego, CA 92101
(619) 515-1498

18. Notice of intent to remove delinquent special taxes from tax roll for Assessment District Diablo Grande Community Facilities District No. 1, recorded April 19, 2021 as Instrument No. [2021-0037665](#) of Official Records.

For information with regard to the delinquent special tax installment(s) covered by this notice, you should contact: CFD Administrator

Goodwin Consulting Group, Inc.
333 University Avenue, Suite 160
Sacramento, CA 95825
(916) 561-0890

19. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

20. An easement for road and incidental purposes, recorded June 16, 1893 in [Book 53, Page 516](#) of Official Records.
 In Favor of: County of Stanislaus
 Affects: As described therein

The location of the easement cannot be determined from record information.

21. An easement for The right to use any water rising upon the Southeast quarter of Section 33, Township 5 South, Range 6 East, and Sections 3 and 11, Township 6 South, Range 6 East, Mount Diablo Base and Meridian, which had been theretofore appropriated, by and was then being used for the operation of the railroad of the vendor and the right (to the extent the same may theretofore have been - exercised by said vendor) to conduct the same as well as water rising upon other lands thereby conveyed in pipes or aqueducts for the purpose of aforesaid together with all necessary rights of way therefore and incidental purposes, recorded March 22, 1912 in [Book 163, Page 338](#) of Official Records.
 In Favor of: Southern Pacific Railroad Company
 Affects: As described therein

The location of the easement cannot be determined from record information.

22. An easement for road and incidental purposes, recorded October 10, 1961 as Instrument No. [32501](#) in Book 1713, Page 257 of Official Records.
 In Favor of: Western Union Telegraph Company, a corporation
 Affects: A portion of the land

The location of the easement cannot be determined from record information.

23. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded January 18, 1972 as Instrument No. [2028](#) in Book 2445, Page 659 of Official Records.

The terms and provisions contained in the document entitled "Certificate of Cancellation Contract No. 72-1025" recorded December 16, 1994 as Instrument No. [94-0117952-00](#) of Official Records.

The terms and provisions contained in the document entitled "Notice of Non-Renewal Land Conservation Contract" recorded October 11, 2001 as Instrument No. [2001-0120999-00](#) and recorded October 1, 2004 as Instrument No. [2004-160640](#), both of Official Records.

The terms and provisions contained in the document entitled "Implementation of SB863 for Calendar Year 2011 Government Code Section 51244(b)(2) List of Affected Parcels Modification to all Affected California Land Conservation Contracts Modification of Williamson Act Uniform Rules and Procedures" recorded December 16, 2010 as Instrument No. [2010-0111935-00](#) of Official Records.

24. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded January 21, 1972 as Instrument No. [2537](#) in Book 2446, Page 733 of Official Records.

The effect of a document entitled "Notice of Non-Renewal", recorded October 29, 2004 as Instrument No. [2004-179563](#) of Official Records.

The terms and provisions contained in the document entitled "Implementation of SB863 for Calendar Year 2011 Government Code Section 51244(b)(2) List of Affected Parcels Modification to all Affected California Land Conservation Contracts Modification of Williamson Act Uniform Rules and Procedures" recorded December 16, 2010 as Instrument No. [2010-0111935-00](#) of Official Records.

25. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded May 11, 1972 as Instrument No. [18943](#) in Book 2470, Page 431 of Official Records.

The effect of a document entitled "Notice of Non-Renewal", recorded October 1, 2004 as Instrument No. [2004-160644](#) of Official Records.

The terms and provisions contained in the document entitled "Implementation of SB863 for Calendar Year 2011 Government Code Section 51244(b)(2) List of Affected Parcels Modification to all Affected California Land Conservation Contracts Modification of Williamson Act Uniform Rules and Procedures" recorded December 16, 2010 as Instrument No. [2010-0111935-00](#) of Official Records.

26. The right to explore and extract oil, Casing head gas and other hydrocarbons, geothermal steam and energy and Associated Geothermal resources, and minerals as reserved in the Deed from Wells Fargo Bank, National Association, Trustee under the Will of Grace A. Covell, deceased:

Dated:	November 30, 1981
Recorded:	December 11, 1981
Instrument No.:	31654
Book:	3505
Page:	448
Affects:	The Land

27. The terms and provisions contained in the document entitled "License for Diversion and Use of Water" recorded February 11, 1985 as Instrument No. [36896](#) in Book 032, Page 0334 of Official Records.

28. The terms and provisions contained in the document entitled "Mutual Benefit Agreement" recorded February 7, 1994 as Instrument No. [94-0012315-00](#) of Official Records.

A document recorded April 10, 2003 as Instrument No. [2003-0056246-00](#) of Official Records provides that the above document was subordinated to the document recorded April 10, 2003 as Instrument No. [2003-0056243](#) of Official Records.

29. Covenants, conditions, restrictions and easements in the document recorded June 19, 1995 as Instrument No. [95-0047315-00](#) of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
30. The terms and provisions contained in the document entitled "Stipulation and Order" recorded April 19, 1996 as Instrument No. [96-0031788-00](#) of Official Records.
31. An easement for easement and right of way to construct, reconstruct, install, inspect, maintain, replace, remove, add to and repair and incidental purposes, recorded December 12, 1996 as Instrument No. [96-0106966-00](#) of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: As described therein

The location of the easement cannot be determined from record information.

A Quitclaim recorded October 22, 2003 as Instrument No. [2003-181401](#) quitclaimed said easement as to Diablo Grande Unit 1A.

32. An easement for conservation easement grant and incidental purposes, recorded January 27, 1998 as Instrument No. [98-0007341-00](#) of Official Records.
In Favor of: West Stanislaus Resource Conservation District
Affects: As described therein

The terms and provisions contained in the document entitled "Amended and Corrected Conservation Easement Deed" recorded July 29, 2002 as Instrument No. [2002-0096143-00](#) of Official Records.

The terms and provisions contained in the document entitled "Amendment to Wetland Mitigation Areas Related to the Amended and Corrected Conservation Easement Deed" recorded August 1, 2002 as Instrument No. [2002-0098571-00](#) of Official Records.

The terms and provisions contained in the document entitled "Second Amendment to Wetland Mitigation Areas" recorded October 8, 2002 as Instrument No. [2002-0130498-00](#) of Official Records.

33. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded June 27, 2003 as Instrument No. [2003-0106169-00](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender

identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

Document(s) declaring modifications thereof recorded October 21, 2003 as Instrument No. [2003-180009](#) of Official Records.

Document(s) declaring modifications thereof recorded May 27, 2005 as Instrument No. [2005-91157](#) of Official Records.

Document(s) declaring modifications thereof recorded June 10, 2005 as Instrument No. [2005-98803](#) of Official Records.

Document(s) declaring modifications thereof recorded August 3, 2006 as Instrument No. [2006-115624](#) of Official Records.

A declaration of annexation recorded May 12, 2006 as Instrument No. [2006-71507](#) of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded August 30, 2006 as Instrument No. [2006-129010](#) of Official Records.

A declaration of annexation recorded November 2, 2006 as Instrument No. [2006-162266](#) of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

The terms and provisions contained in the document entitled "Assignment, Assumption and Notice of Successor Declarant Under Recorded Covenants, Conditions & Restrictions" recorded October 5, 2009 as Instrument No. [2009-0096814-00](#) of Official Records.

34. The terms and provisions contained in the document entitled "Memorandum of Agreement" recorded November 9, 2004 as Instrument No. [2004-0185140-00](#) of Official Records.

35. The Terms, Provisions and Easement(s) contained in the document entitled "Easement Agreement Preamble and Recitals" recorded February 6, 2006 as Instrument No. [2006-0018951-00](#) of Official Records.
36. The terms and provisions contained in the document entitled "Notice of Administrative Conditions and Restrictions" recorded May 30, 2006 as Instrument No. [2006-0080308-00](#) of Official Records.
37. The terms and provisions contained in the document entitled "Notice of Administrative Conditions and Restrictions" recorded December 6, 2006 as Instrument No. [2006-0177925-00](#) of Official Records.
38. The terms and provisions contained in the document entitled "Notice of Administrative Conditions and Restrictions" recorded July 2, 2008 as Instrument No. [2008-0071539-00](#) of Official Records.
39. The terms and provisions contained in the document entitled "Interim Order Re debtor's Emergency Motion for Interim and Final Order Authorizing Debtor to Obtain Post Petition Senior Secured Super Priority Financing Pursuant to 11 USC...105, 362, 363, 364, (C)(1) 364 and II Granting Related Relief" recorded March 17, 2008 as Instrument No. [2008-0026738](#) of Official Records.
40. The terms and provisions contained in the document entitled "Resolution No. 2013-02" recorded July 31, 2013 as Instrument No. [2013-0065588-00](#) of Official Records.
41. The effect of a map purporting to show the land and other property, filed December 12, 2014 in [Book 57, Page 8](#) of Parcel Maps.
42. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.
43. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
44. Water rights, claims or title to water, whether or not shown by the public records.
45. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
46. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
47. Any claim that any portion of the land is or was formerly tidelands or submerged lands.

PART TWO

1. A Deed of Trust to secure an original indebtedness of \$20,000,000.00 recorded April 10, 2003 as Instrument No. [2003-0056243](#) of Official Records.
 Dated: April 10, 2003
 Trustor: Diablo Grande Limited Partnership, a California limited partnership
 Trustee: North American Title Company, Inc., a California corporation
 Beneficiary: The Governor and Company of the Bank of Scotland, as Agent for itself and each other lender

The above deed of trust states that it is a construction deed of trust.

The above deed of trust states that it secures an equity line/revolving line of credit.

Affects: The land and other property.

A document entitled "Assignment of Leases and Rents" recorded April 10, 2003 as Instrument No. [2003-0056244](#) of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded April 10, 2003 as Instrument No. [2003-0056243](#) of Official Records.

2. Any statutory lien for labor or materials arising by reason of a work of improvement, as disclosed by a document recorded April 10, 2003 as Instrument No. [2003-0056243](#) of Official Records.
3. An unrecorded lease dated February 3, 2005, executed by Diablo Grande Limited Partnership, a California limited partnership as lessor and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless as lessee, as disclosed by a Memorandum of Land Lease Agreement recorded November 28, 2005 as Instrument No. [2005-0216418](#) of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

4. A Deed of Trust to secure an original indebtedness of \$2,500,000.00 recorded September 8, 2008 as Instrument No. [2008-0098202](#) of Official Records.

Dated: June 26, 2008

Trustor: Diablo Grande Limited Partnership, a California limited partnership

Trustee: North American Title Company, Inc., a California corporation

Beneficiary: Bank of Scotland PLC ("BoS"), as Administrative Agent for itself and Fountainhead Development Corp., Inc., a Georgia corporation

The above deed of trust states that it secures an equity line/revolving line of credit.

Affects: The land and other property.

5. A lien for unpaid charges in favor of the Western Hills Water District as evidenced by the document recorded February 22, 2021 as Instrument No. [2021-0017164](#) of Official Records.

Against: World International, LLC

Amount: \$532,771.27, and any other amounts due thereunder.

INFORMATION

None



First American Title

Schedule C

Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5007-6561212

File No.: 5007-6561212

ADDRESSES

Paragraph	#5 of Schedule A
Recording	November 05, 2018 as Instrument No. 2018-0076613
Mailing Address	International Practice Group 1350 Columbia Street, Suite 500 San Diego, CA 92101
Paragraph	#5 of Schedule A
Recording	County Tax Roll
Mailing Address	World International LLC 9501 Morton Davis Drive Patterson, CA 95363
Paragraph	#5 of Schedule A
Recording	County Tax Roll
Mailing Address	World International LLC 1880 Century Park E 1016 Los Angeles, CA 90067
Paragraph	#1 of Schedule B
Recording	April 10, 2003 as Instrument No. 2003-0056243
Mailing Address	Douglas D. Selph, Esq.

Paul, Hastings, Janofsky, & Walker LLP
600 Peachtree Street, NE, Suite 2400
Atlanta, Georgia 30308

Paragraph

Recording April 10, 2003 as Instrument No. [2003-0056243](#)

Mailing Address The Governor and Company of the Bank of Scotland, as Agent for itself and each other lender

38 Albyn Place

Aberdeen, Scotland AB10 1YN

Paragraph

Recording April 10, 2003 as Instrument No. [2003-0056244](#)

Mailing Address Douglas D. Selph, Esq.
Paul, Hastings, Janofsky, & Walker LLP

600 Peachtree Street, NE, Suite 2400

Atlanta, Georgia 30308

Paragraph #2 of Schedule B

Recording April 10, 2003 as Instrument No. [2003-0056243](#)

Mailing Address Douglas D. Selph, Esq.
Paul, Hastings, Janofsky, & Walker LLP

600 Peachtree Street, NE, Suite 2400

Atlanta, Georgia 30308

Paragraph #3 of Schedule B

Recording November 28, 2005 as Instrument No. [2005-0216418](#)

Mailing Address Sacramento-Valley Limited Partnership d/b/a Verizon Wireless

180 Washington Valley Road

Bedminster, New Jersey 07921

Paragraph #4 of Schedule B
Recording September 08, 2008 as Instrument No. [2008-0098202](#)
Mailing Address Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, N.E
Atlanta, Georgia 30326-1044

Paragraph #5 of Schedule B
Recording February 22, 2021 as Instrument No. [2021-0017164](#)
Mailing Address Western Hills Water District
9501 Morton Davis Dr.
Patterson, California 95363

EXHIBIT “I”

T6S R6E

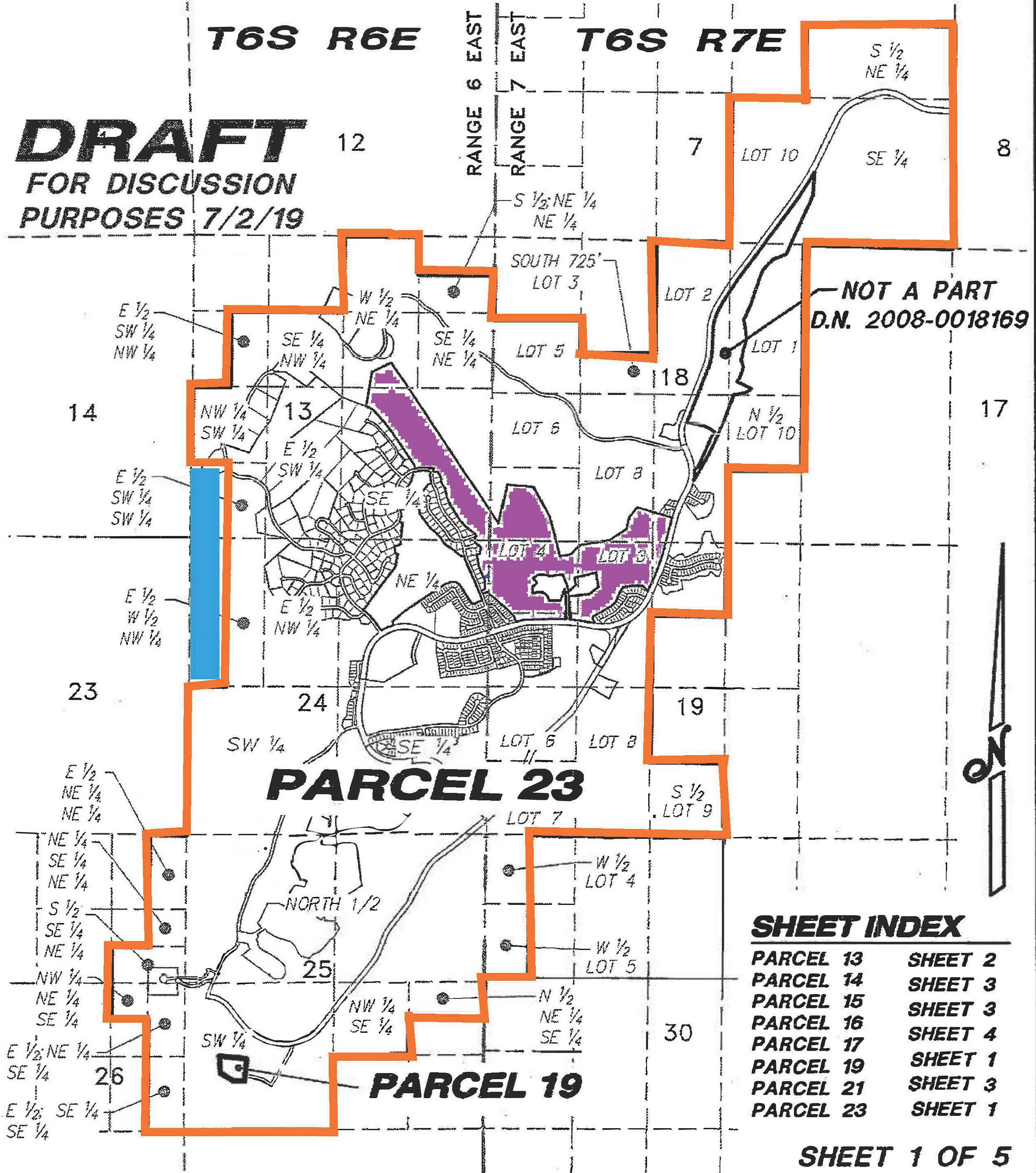
T6S R7E

RANGE 6 EAST

RANGE 7 EAST

DRAFT
FOR DISCUSSION
PURPOSES 7/2/19

NOT A PART
D.N. 2008-0018169



SHEET INDEX

PARCEL 13	SHEET 2
PARCEL 14	SHEET 3
PARCEL 15	SHEET 3
PARCEL 16	SHEET 3
PARCEL 17	SHEET 4
PARCEL 19	SHEET 1
PARCEL 21	SHEET 3
PARCEL 23	SHEET 1

SHEET 1 OF 5

North Star
Engineering Group, Inc.

• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

LYING IN A PORTION OF
SECTIONS 13, 24, 25 & 26,
TOWNSHIP 6 SOUTH, RANGE 6 EAST, AND
A PORTION OF SECTIONS 7, 18, 19 & 30,
TOWNSHIP 6 SOUTH, RANGE 7 EAST,
MOUNT DIABLO MERIDIAN,
STANISLAUS COUNTY, STATE OF CALIFORNIA

JOB NO: J13-1306

SCALE: NOT TO SCALE

DR BY: NC

FILE: 13-1306 2018 grant deed
base-inside pdp parcel.dwg

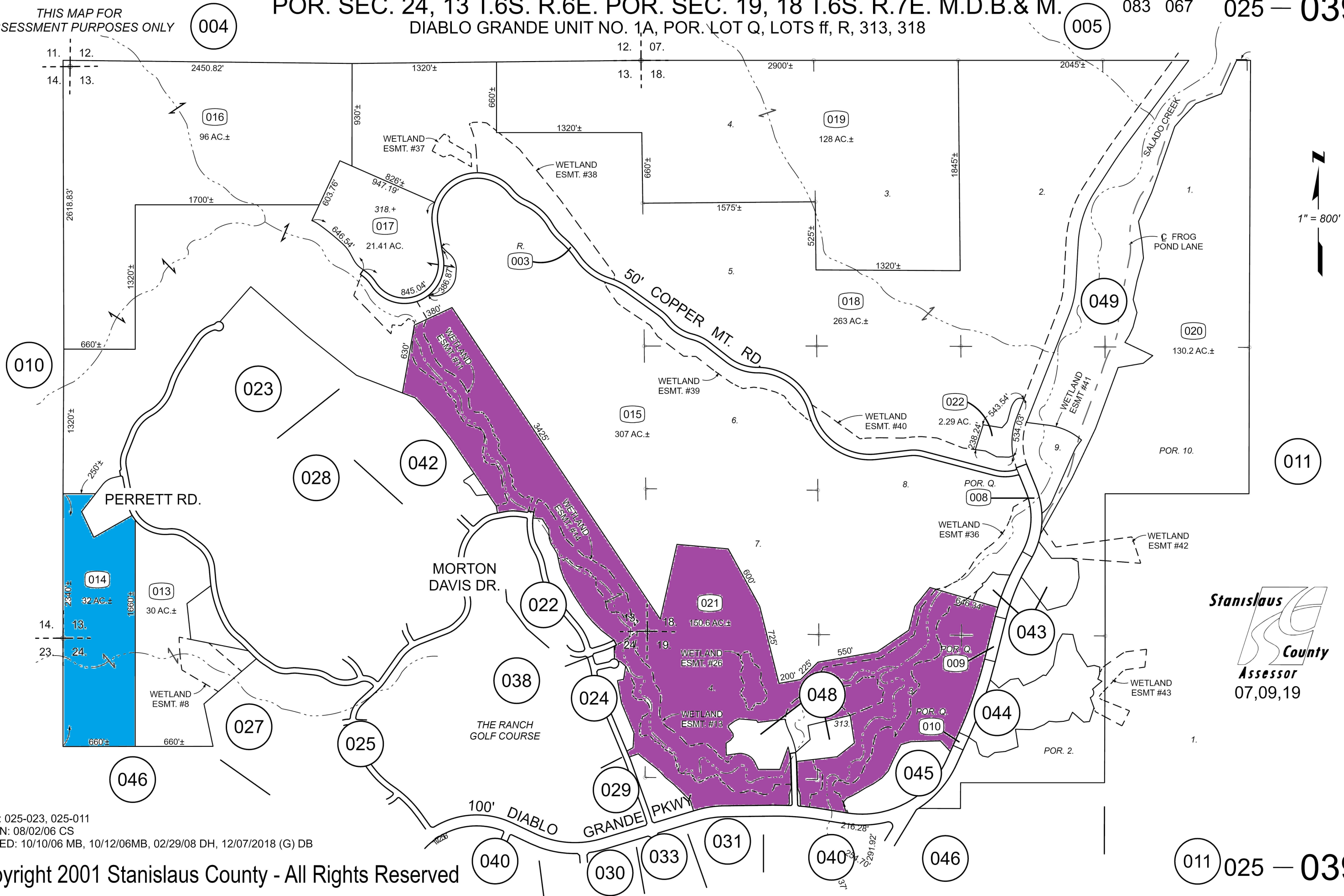
DATE: July 3, 2019

EXHIBIT “J”

THIS MAP FOR ASSESSMENT PURPOSES ONLY

POR. SEC. 24, 13 T.6S. R.6E. POR. SEC. 19, 18 T.6S. R.7E. M.D.B.& M. DIABLO GRANDE UNIT NO. 1A, POR. LOT Q, LOTS ff, R, 313, 318

083 067 025 — 039



FROM: 025-023, 025-011
DRAWN: 08/02/06 CS
REVISED: 10/10/06 MB, 10/12/06MB, 02/29/08 DH, 12/07/2018 (G) DB

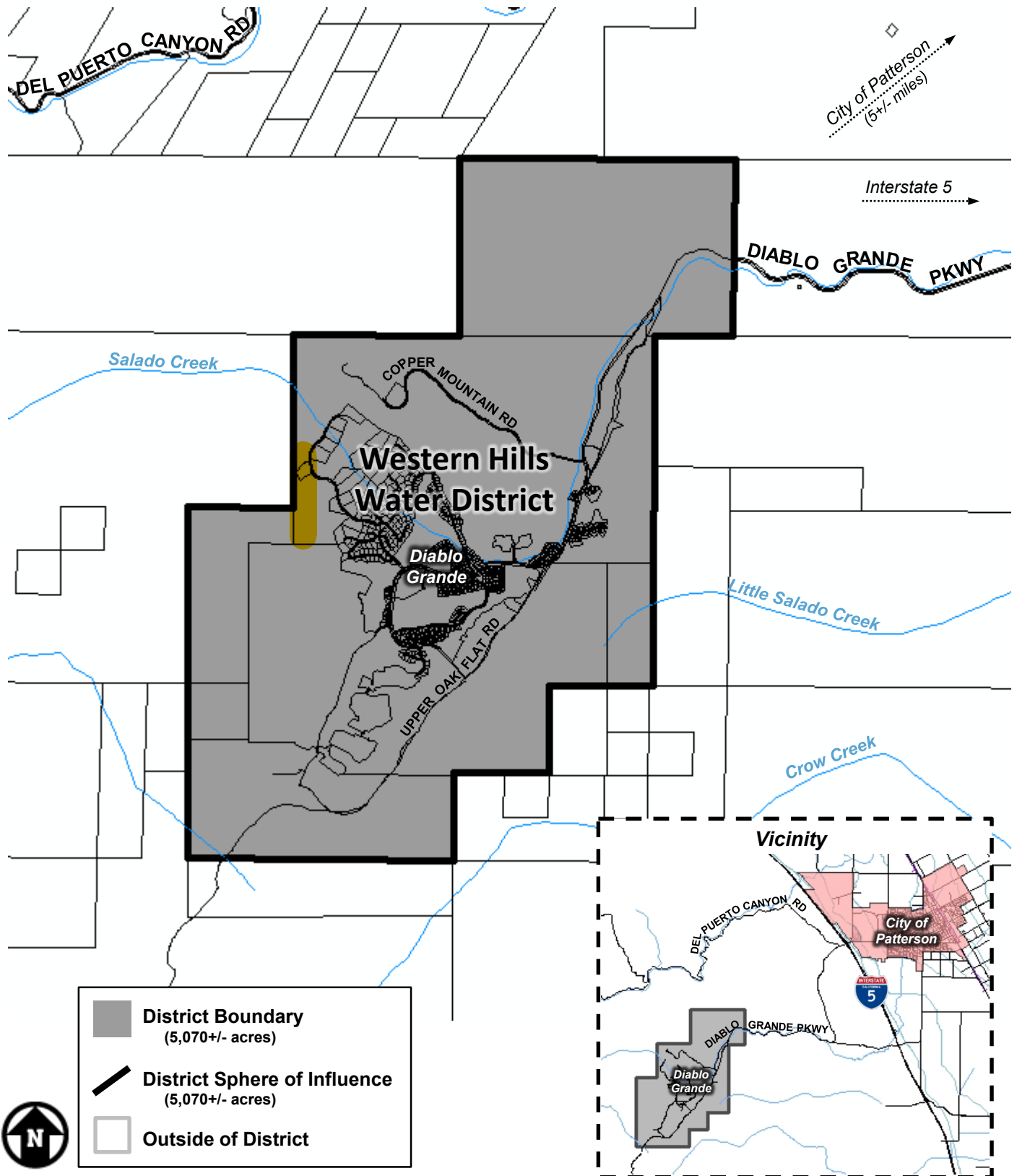
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Stanislaus County Assessor 07,09,19

011 025 — 039

EXHIBIT “K”

WESTERN HILLS WATER DISTRICT BOUNDARY AND SPHERE OF INFLUENCE



Source: Stanislaus LAFCO, June 2021

EXHIBIT “L”

Western Hills Water District
Approved Budget FY 2021

	Total 68001 - General & Administrative	30,136.31	40,911.31	34,861.31	35,992.31	29,736.31	29,892.31	29,786.31	70,417.08	33,627.63	30,442.08	29,423.08	29,166.96	424,393.00
	Total 61000 - Operating Expenses	337,649.39	326,874.94	318,599.66	322,405.24	309,320.51	294,289.73	297,622.99	331,615.94	294,544.85	291,333.22	296,085.86	303,158.61	3,718,500.94
	69000 - Capital Repairs	7,333.34	7,333.34	7,333.34	7,333.34	7,333.34	7,333.34	9,333.34	8,333.34	8,333.34	8,333.34	8,333.30	8,333.30	95,000.00
	Total Expense	344,982.73	334,208.28	325,933.00	329,738.58	316,653.85	301,623.07	306,956.33	339,949.28	302,878.19	299,666.56	304,419.16	311,491.91	3,813,500.94
Net Ordinary Income		-103,574.32	-99,611.12	-117,470.23	80,341.04	-179,174.41	-186,288.17	-193,642.97	-224,281.59	-183,583.82	-96,418.78	-81,966.30	-67,723.22	-1,453,393.89
	Cash Flow Needed From WI	(103,574.32)	(99,611.12)	(117,470.23)	80,341.04	(179,174.41)	(186,288.17)	(193,642.97)	(224,281.59)	(183,583.82)	(96,418.78)	(81,966.30)	(67,723.22)	(1,453,393.89)

EXHIBIT “M”

Western Hills Water District
July 1, 2021 through June 30, 2022

	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	Total	
40000 - Sales														
40001 - Residential Water	75,500.00	75,500.00	75,500.00	72,000.00	71,000.00	70,000.00	69,000.00	70,000.00	71,000.00	71,500.00	73,700.00	780,000.00	1,574,700.00	
40002 - Commercial Water	11,770.09	11,397.80	15,653.14	9,295.24	7,227.72	2,548.32	3,256.10	4,871.48	5,585.18	5,712.81	9,785.76	9,903.50	97,007.14	
40011 - Golf Course Water	0	0	0	0	0	0	0	0	0	0	0	0	0	
40021 - Vineyard Water	0	0	0	0	0	0	0	0	0	0	0	0	0	
40041 - Water Banking Program	0	0	0	250,000.00	0	0	0	0	0	0	0	0	0	
40101 - Sewer	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	396,000.00	
40201 - Storm Drain	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	36,264.00	
40298 - Late Fee	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	14,400.00	
Total 40000 - Sales	124,492.09	124,119.80	128,375.14	368,517.24	115,449.72	109,770.32	109,478.10	112,093.48	113,807.18	189,434.81	120,707.76	827,125.50	2,443,371.14	
40300 - Services														
40303 - Backflow Testing	0	0	0	0	0	0	0	0	0	0	0	0	0	
40304 - Mitigated Area Maint.	800	800	800	800	800	800	800	800	800	800	800	800	9,600.00	
40351 - Meter Set Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Income	125,292.09	124,919.80	129,175.14	369,317.24	116,249.72	110,570.32	110,278.10	112,893.48	114,607.18	190,234.81	121,507.76	827,925.50	2,452,971.14	
Total Income	125,292.09	124,919.80	129,175.14	369,317.24	116,249.72	110,570.32	110,278.10	112,893.48	114,607.18	190,234.81	121,507.76	827,925.50	2,452,971.14	\$ 2,452,971.14
60300 - Payroll & Related														
60301 - Pump Stations	2	2	2	2	3	2	2	2	2	2	2	3		
60302 - Salary Pump Stations		3,100.00	3,100.00	3,100.00	3,100.00	3,100.00	3,100.00	3,100.00	3,100.00	3,100.00	3,100.00	3,100.00	3,100.00	37,200.00
60312 - Hourly Pump Station		1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	19,510.00	
60322 - Overtime Pump Stations		321.39	321.39	115.68	75.88	47.17	0	0	0	115.68	206.05	206.05	1,500.00	
Total 60301 - Pump Stations	4,931.05	5,056.39	4,840.68	4,800.88	4,772.17	4,725.00	4,725.00	4,725.00	4,840.68	4,931.05	4,931.05	58,210.00		
60351 - Water Treatment Plant														
60303 - Salary WTP		12,800.00	12,800.00	12,800.00	12,800.00	12,800.00	12,800.00	12,800.00	12,800.00	12,800.00	12,800.00	12,800.00	153,600.00	
60313 - Hourly WTP		11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	138,000.00	
60323 - Overtime WTP		1,200.00	1,000.00	900	700	500	350	350	350	350	900	1,000.00	8,800.00	
60317 - Hourly General Maint.		7,800.00	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00	93,600.00	
60320 - Hourly Mitigation Area Maint		400	400	400	400	400	400	400	400	400	400	400	4,800.00	
60321 - Hourly Nat Storm Drain Maint		350	350	350	350	350	350	350	350	350	350	350	4,200.00	
60327 - Overtime General Maint.		365	365	365	300	300	300	300	300	300	300	365	3,925.00	
Total 60351 - Water Treatment Plant	34,415.00	34,215.00	34,115.00	33,850.00	33,500.00	33,500.00	33,500.00	33,500.00	33,500.00	34,050.00	34,215.00	34,415.00	406,925.00	
60371 - Waste Water & Distribution														
60304 - Salary Dist Lines		0	0	0	0	0	0	0	0	0	0	0	0	
Total 60371 - Waste Water & Distribution	0	0	0	0	0	0	0	0	0	0	0	0	0	
60381 - Customer Service														
60335 - Contract Labor Office Staff		0	0	0	0	0	0	0	0	0	0	0	0	
60318 - Hourly Office Staff		0	0	0	0	0	0	0	0	0	0	0	0	
60328 - Overtime Office Staff		0	0	0	0	0	0	0	0	0	0	0	0	
Total 60381 - Customer Service	0	0	0	0	0	0	0	0	0	0	0	0	0	
60391 - Employee Benefits														
60343 - Holiday		1,208.00	1,200.00	1,208.00	1,208.00	1,208.00	1,208.00	2,416.01	1,208.00	1,208.00	1,200.00	1,200.00	1,208.00	15,680.01
60341 - Vacation		2,501.64	3,053.22	3,143.65	700	833.76	2,501.64	1,389.81	600	613.98	917.96	733.48	833.76	17,822.90
60342 - Sick		450	450	450	450	450	450	450	450	450	450	450	450	5,400.00
Total 60391 - Employee Benefits	4,159.64	4,703.22	4,801.65	2,358.00	2,491.76	4,159.64	4,255.82	2,258.00	2,271.98	2,567.96	2,383.48	2,491.76	38,902.91	
Total Payroll		43,505.69	43,974.61	43,757.33	41,008.88	40,913.93	42,384.64	42,480.82	40,483.00	40,612.66	41,549.01	41,529.53	41,837.81	504,037.91
60701 - Employee Related														
60601 - Payroll Taxes		3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	42,000.00
60703 - Payroll Expenses		200	200	200	200	200	200	12,050.00	700	2,350.00	450	255	325	17,330.00
60710 - Education/Certification		250	0	0	250	0	0	250	0	0	250	0	0	1,000.00
60712 - Uniforms		0	0	0	0	0	0	0	0	0	0	0	0	0
Total 60701 - Employee Related	3,950.00	3,700.00	3,700.00	3,950.00	3,700.00	3,700.00	15,800.00	4,200.00	5,850.00	4,200.00	3,755.00	3,825.00	60,330.00	
60721 - Employee Insurance														
60622 - WC Insurance		2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	25,200.00
60623 - Health Insurance		5,900.00	5,900.00	5,900.00	5,900.00	5,900.00	5,900.00	5,900.00	5,900.00	5,900.00	5,900.00	5,900.00	5,900.00	70,800.00
Total 60721 - Employee Insurance	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	96,000.00	
Total 60300 - Payroll & Related	55,455.69	55,674.61	55,457.33	52,958.88	52,613.93	54,084.64	66,280.82	52,683.00	54,462.66	53,749.01	53,284.53	53,662.81	660,367.91	\$ 660,367.91
61000 - Operating Expenses														
61050 - Source of Supply														
61052 - Purchased Water for Treated Use		0	0	0	0	0	198,400.51	0	0	0	0	0	297,600.77	496,001.28
61051 - Purchased Water for Raw Use		0	0	0	0	0	364,715.62	0	0	0	0	0	547,073.42	911,789.04
61053 - Pioneer/Cross Valley Admin Costs		0	0	0	0	0	30,000.00	0	0	0	0	0	30,000.00	60,000.00
Total 61050 - Source of Supply	0	0	0	0	0	593,116.13	0	0	0	0	0	874,674.19	1,467,790.32	\$ 1,467,790.32
62001 - Pump Stations														
62002 - Repairs & Maint.		3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
62004 - Generator Maintenance		9,340.00	0	0	0	0	0	0	0	0	0	0	0	9,340.00
62049 - Permits & Fees		0	0	0	0	0	0	0	0	0	0	0	820	820
62101 - Utilities														
62102 - Electricity		28,000.00	25,000.00	22,000.00	18,000.00	16,000.00	16,000.00	9,500.00	10,500.00	11,500.00	10,000.00	12,500.00	18,000.00	21,000.00
62101 - Utilities		28,000.00	25,000.00	22,000.00	18,000.00	16,000.00	9,500.00	10,500.00	11,500.00	10,000.00	12,500.00	18,000.00	21,000.00	202,000.00
Total 62001 - Pump Stations	40,340.00	28,000.00	25,000.00	21,000.00	19,000.00	12,500.00	13,500.00	14,500.00	13,000.00	15,500.00	21,000.00	24,820.00	248,160.00	\$ 248,160.00

Western Hills Water District
July 1, 2021 through June 30, 2022

63001 - Water Treatment

63002 - Repairs & Maintenance	16,000.00	5,000.00	5,000.00	3,500.00	7,500.00	2,500.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	51,500.00
63003 - Small Equipment	500	0	0	0	500	0	0	0	0	0	0	500	0	0	1,500.00
63004 - Generator Maintenance	2,335.00	0	0	0	0	0	0	0	0	0	0	0	0	0	2,335.00
63006 - Pump Repair	0	0	0	1,500.00	0	0	0	0	0	0	0	1,500.00	0	0	3,000.00
63010 - WTP Supplies	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	30,000.00
63011 - Chemicals	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	62,400.00
63012 - Water Filtration Media	0	0	0	0	0	1,000.00	0	0	0	0	0	0	0	1,000.00	2,000.00
63013 - Tank Cleaning	0	0	0	0	5,000.00	0	5,000.00	0	0	0	0	0	0	0	10,000.00
63015 Back Flow Testing	200	200	200	200	200	200	200	200	200	200	200	200	200	200	2,400.00
63048 - H2O Sampling/Testing	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	102,000.00
63049 - Permits & Fees	0	0	500	12,000.00	0	2,088.00	0	0	0	0	0	0	0	0	14,588.00
63061 - Lab Trailer Rent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
63062 - Water Truck Lease	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
63063 - Water Truck Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
63064 - Water Truck Rental	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
63101 - Utilities															
63102 - Electricity		7,152.66	7,501.71	7,152.66	8,640.13	7,892.76	7,152.66	5,841.59	5,841.59	5,550.76	4,905.32	4,905.32	4,905.32	4,905.32	54,628.4
Total 63101 - Utilities	7,152.66	7,501.71	7,152.66	8,640.13	7,892.76	7,152.66	5,841.59	5,841.59	5,550.76	4,905.32	4,905.32	4,905.32	4,905.32	4,905.32	78,000.00
63201 - Computer/SCADA Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total 63001 - Water Treatment	42,387.66	28,901.71	29,052.66	42,040.13	37,292.76	29,140.66	29,241.59	24,241.59	23,950.76	23,305.32	25,305.32	24,862.84	359,723.00	\$	359,723.00

64001 - Transmission, Dist. & Lines

64002 - Repairs & Maint.	0	0	250	0	0	250	0	0	0	250	0	0	250	1,000.00	
64004 - Pumps	0	5,000.00	0	0	0	0	0	0	0	0	0	0	0	5,000.00	
Total 64001 - Transmission, Dist. & Lines	0	5,000.00	5,250.00	0	0	250	0	0	250	0	0	250	6,000.00	\$	6,000.00

66001 - Waste Water

66002 - Repairs & Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
66010 - Waste Water Disposal	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	570,000.00
66011 - Waste Water Testing	0	0	0	0	0	0	0	0	0	0	0	0	0	1,700.00	
66101 - Utilities															
66102 - Electricity		25	25	25	25	25	25	25	25	25	25	25	25	25	300
Total 66101 - Utilities	25	25	25	25	25	25	25	25	25	25	25	25	25	25	300
Total 66001 - Waste Water	48,525.00	48,525.00	48,525.00	48,525.00	48,525.00	48,525.00	48,525.00	48,525.00	48,525.00	48,525.00	48,525.00	50,225.00	584,000.00	\$	584,000.00

68001 - General & Administrative

68002 - Repairs and Maintenance	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.63	5,000.00
68003 - Mitigated Areas Maint.	250	250	250	250	250	250	250	250	250	250	250	250	250	250	3,000.00
68010 - Office Supplies	550	550	550	550	550	550	550	550	550	550	550	550	550	550	6,600.00
68011 - Operating Supplies	150	150	150	150	150	150	150	150	150	150	150	150	150	150	1,800.00
68015 - Pest Control	225	225	225	225	225	225	225	225	225	225	225	225	225	225	2,700.00
68020 - Advertising	0	0	0	156	0	156	0	0	0	0	0	156	0	468	
68021 - Auto Repairs	650	650	650	650	650	650	650	650	650	650	650	650	650	7,800.00	
68022 - Bulk Fuel	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	14,400.00	
68023 - Card Lock Fuel	1,541.67	1,541.67	1,541.67	1,541.67	1,541.67	1,541.67	1,541.67	1,541.67	1,541.67	1,541.67	1,541.67	1,541.67	1,541.63	18,500.00	
68025 - Uniform Service	800	800	800	800	800	800	800	800	800	800	800	800	800	9,600.00	
68060 - Equipment Lease	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.26	10,000.00	
68061 - Rent Expense	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	0	0	0	0	0	0	0	0	6,000.00	
68063 - Postage	350	350	350	350	350	350	350	350	350	350	350	350	350	4,200.00	
68064 - Express Mail	50	50	50	50	50	50	50	50	50	50	50	50	50	600	
68065 - Printing	125	125	125	125	125	125	125	125	125	125	125	125	125	1,500.00	
68071 - Computer and Internet Expenses	625	1,500.00	5,000.00	625	625	625	625	625	625	1,625.00	1,500.00	625	625	14,625.00	
68072 - Software Maint. Agreement	42.07	42.07	42.07	42.07	42.07	42.07	42.07	42.07	1,037.23	42.07	42.07	42.07	42.07	1,500.00	
68090 - Bank Service Charges	200	200	200	200	200	200	200	200	200	200	200	200	200	2,400.00	
68091 - Credit Card Fees	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	16,800.00	
68095 - Collections	0	0	200	0	0	0	0	0	0	0	200	0	0	400	
68100 - Telephone Expense	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	400	400	400	400	400	400	400	400	19,466.65	
68101 - Utilities															
68102 - Electricity		75	75	75	75	75	75	75	75	75	75	75	75	75	900
68104 - Propane		0	0	100	0	0	100	0	0	100	0	100	0	0	300
Total 68101 - Utilities	75	75	175	75	75	175	75	75	175	75	75	75	75	1,200.00	
68300 - Property & Liability Insurance	0	0	0	0	0	0	0	0	43,200.00	0	0	0	0	43,200.00	
68301 - D & O Ins.	2,219.23	2,219.23	2,219.23	2,219.23	2,219.23	2,219.23	2,219.23	2,219.23	0	4,415.39	2,350.00	2,350.00	2,350.00	27,000.00	
68400 - Interest Expense	5,500.00	5,400.00	5,300.00	5,200.00	5,100.00	5,000.00	4,900.00	4,800.00	4,700.00	4,600.00	4,500.00	4,400.00	4,400.00	59,400.00	
68700 - Professional Fees															
68701 - Attorney Fees		8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	96,000.00	
68702 - Engineering Fees		500	500	500	500	500	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	10,000.00	
68703 - Accounting Fees		0	10,000.00	250	6,000.00	0	0	250	0	0	0	0	0	16,500.00	
68704 - Rate Study Consultant		0	0	0	0	0	0	0	0	0	0	0	0	0	
Total 68700 - Professional Fees	8,500.00	18,500.00	8,750.00	14,500.00	9,000.00	9,000.00	9,250.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	122,500.00	
68750 - Depreciation/Amortization															
Total 68001 - General & Administrative	30,236.31	41,011.31	34,961.31	36,092.31	30,336.31	26,358.88	26,252.98	66,883.75	30,094.30	26,908.75	25,889.75	25,633.59	400,659.65	\$	400,659.65
Total 61000 - Operating Expenses	216,944.66	202,112.63	192,996.30	200,616.32	187,768.00	763,725.41	183,800.39	206,633.34	170,032.72	167,988.08	174,004.60	1,053,878.43	3,720,700.88		3,720,700.88
69000 - Capital Repairs	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.30	\$	100,000.00
Total Expense	225,278.00	210,445.97	201,329.64	208,949.66	196,101.34	772,058.75	192,133.73	215,166.68	178,366.06	176,321.42	182,337.90	1,062,211.73	3,820,700.88		3,820,700.88
Net Ordinary Income	-99,985.91	-85,526.17	-72,154.50	160,367.58	-79,851.62	-661,488.43	-81,855.63	-102,273.20	-63,758.88	13,913.39	-60,830.14	-234,286.23	-1,367,729.74	\$	(1,367,729.74)

EXHIBIT “N”

Western Hills Water District Budget
July 1, 2022 through June 30, 2023

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total
Ordinary Income/Expense													
Income													
40000 · Sales													
40001 · Residential Water	160,000.00	160,000.00	160,000.00	140,000.00	125,000.00	122,000.00	120,000.00	115,000.00	115,000.00	115,000.00	135,000.00	150,000.00	1,617,000.00
40002 · Commercial Water	6,000.00	6,000.00	6,000.00	5,000.00	4,000.00	3,500.00	3,500.00	3,500.00	4,000.00	4,000.00	4,500.00	6,000.00	56,000.00
40011 · Golf Course Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40021 · Vineyard Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40041 · Water Banking Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40101 · Sewer	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	396,000.00
40201 · Storm Drain	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	36,264.00
40298 · Late Fee	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	5,400.00
Total 40000 · Sales	202,472.00	202,472.00	202,472.00	181,472.00	165,472.00	161,972.00	159,972.00	154,972.00	155,472.00	155,472.00	175,972.00	192,472.00	2,110,664.00
40300 · Services													
40303 · Backflow Testing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40304 · Mitigated Area Maint.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40351 · Meter Set Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	202,472.00	202,472.00	202,472.00	181,472.00	165,472.00	161,972.00	159,972.00	154,972.00	155,472.00	155,472.00	175,972.00	192,472.00	2,110,664.00
60300 · Payroll & Related													
60301 · Pump Stations	7	7	7	7	7	7	7	7	7	7	7	7	
60302 · Salary Pump Stations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60312 · Hourly Pump Station	500.00	500.00	300.00	200.00	200.00	200.00	200.00	200.00	200.00	400.00	400.00	500.00	3,800.00
60322 · Overtime Pump Stations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 60301 · Pump Stations	500.00	500.00	300.00	200.00	200.00	200.00	200.00	200.00	200.00	400.00	400.00	500.00	3,800.00
60351 · Water Treatment Plant													
60303 · Salary WTP	18,200.00	18,200.00	18,200.00	18,200.00	18,200.00	18,200.00	18,200.00	18,200.00	18,200.00	18,200.00	18,200.00	18,200.00	218,400.00
60313 · Hourly WTP	19,750.00	19,750.00	19,750.00	19,750.00	19,750.00	19,750.00	19,750.00	19,750.00	19,750.00	19,750.00	19,750.00	19,750.00	237,000.00
60323 · Overtime WTP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60317 · Hourly General Maint.	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
60320 · Hourly Mitigation Area Maint	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
60321 · Hourly Nat Storm Drain Maint	0.00	0.00	0.00	0.00	350.00	350.00	350.00	350.00	350.00	0.00	0.00	0.00	1,750.00
60327 · Overtime General Maint.	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Total 60351 · Water Treatment Plant	38,250.00	38,250.00	38,250.00	38,250.00	38,600.00	38,600.00	38,600.00	38,600.00	38,600.00	38,250.00	38,250.00	38,250.00	460,750.00
60381 · Customer Service													
60335 · Contract Labor Office Staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60318 · Hourly Office Staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60328 · Overtime Office Staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 60381 · Customer Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Payroll	38,750.00	38,750.00	38,550.00	38,450.00	38,800.00	38,800.00	38,800.00	38,800.00	38,800.00	38,650.00	38,650.00	38,750.00	464,550.00
60701 · Employee Related													
60601 · Payroll Taxes	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	42,000.00
60703 · Payroll Expenses	200.00	200.00	200.00	200.00	200.00	200.00	12,050.00	700.00	2,350.00	450.00	255.00	325.00	17,330.00
60710 · Education/Certification	250.00	0.00	0.00	250.00	0.00	0.00	250.00	0.00	0.00	250.00	0.00	0.00	1,000.00
60712 · Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 60701 · Employee Related	3,950.00	3,700.00	3,700.00	3,950.00	3,700.00	3,700.00	15,800.00	4,200.00	5,850.00	4,200.00	3,755.00	3,825.00	60,330.00
60721 · Employee Insurance													
60622 · WC Insurance	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	25,200.00
60623 · Health Insurance	6,400.00	6,400.00	6,400.00	6,400.00	6,400.00	6,400.00	6,400.00	6,400.00	6,400.00	6,400.00	6,400.00	6,400.00	76,800.00
Total 60721 · Employee Insurance	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	102,000.00
Total 60300 · Payroll & Related	51,200.00	50,950.00	50,750.00	50,900.00	51,000.00	51,000.00	63,100.00	51,500.00	53,150.00	51,350.00	50,905.00	51,075.00	626,880.00
61000 · Operating Expenses													

Western Hills Water District Budget
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	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total
61050 · Source of Supply													
61052 · Purchased Water for Treated Use	0.00	0.00	0.00	0.00	0.00	198,400.51	0.00	0.00	0.00	0.00	0.00	297,600.77	496,001.28
61051 · Purchased Water for Raw Use	0.00	0.00	0.00	0.00	0.00	364,715.62	0.00	0.00	0.00	0.00	0.00	547,073.42	911,789.04
61053 · Pioneer/Cross Valley Admin Costs	0.00	0.00	0.00	0.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	30,000.00	60,000.00
Total 61050 · Source of Supply	0.00	0.00	0.00	0.00	0.00	593,116.13	0.00	0.00	0.00	0.00	0.00	874,674.19	1,467,790.32
62001 · Pump Stations													
62002 · Repairs & Maint.	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
62004 · Generator Maintenance	9,340.00	0.00	0.00	0.00	0.00	8,900.00	0.00	0.00	0.00	0.00	0.00	0.00	18,240.00
62049 · Permits & Fees	0.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	820.00	1,320.00
62101 · Other Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62102 · Electricity	28,000.00	25,000.00	22,000.00	18,000.00	16,000.00	9,500.00	10,500.00	11,500.00	10,000.00	12,500.00	18,000.00	21,000.00	202,000.00
Total 62001 · Pump Stations	40,340.00	28,000.00	25,000.00	21,000.00	19,500.00	21,400.00	13,500.00	14,500.00	13,000.00	15,500.00	21,000.00	24,820.00	257,560.00
63001 · Water Treatment													
63002 · Repairs & Maintenance	16,000.00	5,000.00	5,000.00	3,500.00	7,500.00	2,500.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	51,500.00
63003 · Small Equipment	500.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	1,500.00
63004 · Generator Maintenance	2,335.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,335.00
63006 · Pump Repair	0.00	0.00	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00	3,000.00
63010 · Operational Supplies	2,500.00	3,000.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	30,500.00
63011 · Chemicals	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	62,400.00
63012 · Water Filtration Media	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
63013 · Tank Cleaning	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00	7,500.00
63015 Back Flow Testing	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
63048 · H2O Sampling/Testing	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	102,000.00
63049 · Permits & Fees	0.00	0.00	500.00	12,000.00	0.00	2,088.00	0.00	0.00	0.00	0.00	0.00	0.00	14,588.00
63061 · Lab Trailer Rent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63062 · Water Truck Lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63063 · Water Truck Repair	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63064 · Water Truck Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63101 · Utilities													
63102 · Electricity	21,000.00	21,000.00	21,000.00	18,000.00	15,000.00	15,000.00	15,000.00	15,000.00	16,500.00	19,000.00	21,000.00	22,000.00	219,500.00
63201 · Computer/SCADA Support	0.00	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40,000.00
Total 63001 · Water Treatment	56,485.00	43,150.00	43,150.00	51,650.00	39,650.00	36,238.00	41,150.00	33,650.00	35,150.00	37,650.00	41,650.00	40,650.00	500,223.00
64001 · Transmission, Dist. & Lines													
64002 · Repairs & Maint.	0.00	0.00	250.00	0.00	0.00	250.00	0.00	0.00	250.00	0.00	0.00	250.00	1,000.00
64004 · Pumps	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
Total 64001 · Transmission, Dist. & Lines	0.00	5,000.00	250.00	0.00	0.00	250.00	0.00	0.00	250.00	0.00	0.00	250.00	6,000.00
66001 · Waste Water													
66002 · Repairs & Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
66010 · Waste Water Disposal	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	570,000.00
66011 · Waste Water Testing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,700.00	1,700.00
Total 66001 · Waste Water	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	50,200.00	583,700.00
68001 · General & Administrative													
68002 · Repairs and Maintenance	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	5,000.00
68003 · Mitigated Areas Maint.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68010 · Office Supplies	200.00	200.00	200.00	200.00	200.00	300.00	300.00	300.00	300.00	300.00	200.00	250.00	2,950.00
68011 · Operating Supplies	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
68015 · Pest Control	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total
68020 · Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68021 · Auto Repairs	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	7,800.00
68022 · Bulk Fuel	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	20,400.00
68023 · Card Lock Fuel	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	20,100.00
68025 · Uniform Service	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	9,600.00
68060 · Equipment Lease	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.26	10,000.00
68061 · Rent Expense	1,200.00	1,200.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,400.00
68063 · Postage	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
68064 · Express Mail	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
68065 · Printing	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
68071 · Computer and Internet Expenses	625.00	1,500.00	625.00	625.00	625.00	625.00	625.00	625.00	1,625.00	1,500.00	625.00	625.00	10,250.00
68072 · Software Maint. Agreement	42.07	42.07	42.07	42.07	42.07	42.07	42.07	42.07	1,037.23	42.07	42.07	42.07	1,500.00
68090 · Bank Service Charges	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
68091 · Credit Card Fees	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	16,800.00
68095 · Collections	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	400.00
68100 · Telephone Expense	1,200.00	1,200.00	1,200.00	1,000.00	1,000.00	1,200.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,800.00
68101 · Utilities													
68102 · Electricity	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
68104 · Propane	0.00	0.00	100.00	0.00	0.00	100.00	0.00	0.00	100.00	0.00	0.00	0.00	300.00
Total 68101 · Utilities	75.00	75.00	175.00	75.00	75.00	175.00	75.00	75.00	175.00	75.00	75.00	75.00	1,200.00
68300 · Property & Liability Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43,200.00	0.00	0.00	0.00	0.00	43,200.00
68301 · D & O Ins.	2,219.23	2,219.23	2,219.23	2,219.23	2,219.23	2,219.23	2,219.23	0.00	4,415.39	2,350.00	2,350.00	2,350.00	27,000.00
68400 · Interest Expense	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	9,600.00
68700 · Professional Fees													
68701 · Attorney Fees	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	240,000.00
68702 · Engineering Fees	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	3,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	25,000.00
68703 · Accounting Fees	0.00	10,000.00	250.00	6,000.00	0.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	16,500.00
68704 · Consulting Fees	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	3,000.00	25,000.00
68705 · Rate Study Consultant	0.00	0.00	0.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00
Total 68700 · Professional Fees	24,000.00	34,000.00	24,250.00	30,000.00	54,000.00	25,000.00	24,250.00	24,000.00	24,000.00	24,000.00	24,000.00	25,000.00	336,500.00
68750 · Depreciation/Amortization													
Total 68001 · General & Administrative	38,661.31	49,536.31	38,011.31	43,261.31	67,261.31	38,661.31	37,611.31	78,342.08	41,652.63	38,567.08	37,392.08	38,441.96	547,400.00
Total 61000 · Operating Expenses	235,186.31	220,136.31	205,411.31	215,311.31	225,911.31	788,915.44	203,861.31	226,492.08	191,452.63	191,567.08	199,447.08	1,079,861.15	3,983,553.32
69000 · Capital Repairs	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.30	8,333.30	100,000.00
Total Expense	243,519.65	228,469.65	213,744.65	223,644.65	234,244.65	797,248.78	212,194.65	234,825.42	199,785.97	199,900.42	207,780.38	1,088,194.45	4,083,553.32
Net Ordinary Income	-41,047.65	-25,997.65	-11,272.65	-42,172.65	-68,772.65	-635,276.78	-52,222.65	-79,853.42	-44,313.97	-44,428.42	-31,808.38	-895,722.45	-1,972,889.32
Cash Flow Needed From Angels Crossing	164,407.44	164,407.44	164,407.44	164,407.44	164,407.44	164,407.44	164,407.44	164,407.44	164,407.44	164,407.44	164,407.44	164,407.44	(1,972,889.32)

Subsidy	2021/22	0.00
Subsidy	2020/21	0.00
Subsidy	2019/20	70,225.01
Subsidy	2018/19	932,000.00
Subsidy	2017/18	1,305,000.00
Subsidy	2016/17	1,504,167.25

EXHIBIT “O”

Western Hills Water District
July 1, 2023 through June 30, 2024

Ordinary Income/Expense	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Total
Income													
40000 · Sales													
40001 · Residential Water	160,000.00	160,000.00	160,000.00	140,000.00	125,000.00	122,000.00	120,000.00	115,000.00	115,000.00	115,000.00	135,000.00	150,000.00	1,617,000.00
40002 · Commercial Water	6,000.00	6,000.00	6,000.00	5,000.00	4,000.00	3,500.00	3,500.00	3,500.00	4,000.00	4,000.00	4,500.00	6,000.00	56,000.00
40011 · Golf Course Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40021 · Vineyard Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40041 · Water Banking Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40101 · Sewer	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	396,000.00
40201 · Storm Drain	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	3,022.00	36,264.00
40298 · Late Fee	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	5,400.00
Total 40000 · Sales	202,472.00	202,472.00	202,472.00	181,472.00	165,472.00	161,972.00	159,972.00	154,972.00	155,472.00	155,472.00	175,972.00	192,472.00	2,110,664.00
40300 · Services													
40303 · Backflow Testing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40304 · Mitigated Area Maint.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40351 · Meter Set Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	202,472.00	202,472.00	202,472.00	181,472.00	165,472.00	161,972.00	159,972.00	154,972.00	155,472.00	155,472.00	175,972.00	192,472.00	2,110,664.00
60300 · Payroll & Related													
60301 · Pump Stations													
60302 · Salary Pump Stations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60312 · Hourly Pump Station	500.00	500.00	300.00	200.00	200.00	200.00	200.00	200.00	200.00	400.00	400.00	500.00	3,800.00
60322 · Overtime Pump Stations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 60301 · Pump Stations	500.00	500.00	300.00	200.00	200.00	200.00	200.00	200.00	200.00	400.00	400.00	500.00	3,800.00
60351 · Water Treatment Plant													
60303 · Salary WTP	16,700.00	16,700.00	16,700.00	16,700.00	16,700.00	16,700.00	16,700.00	16,700.00	16,700.00	16,700.00	16,700.00	16,700.00	200,400.00
60313 · Hourly WTP	25,400.00	25,400.00	25,400.00	25,400.00	25,400.00	25,400.00	25,400.00	25,400.00	25,400.00	25,400.00	25,400.00	25,400.00	304,800.00
60323 · Overtime WTP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60317 · Hourly General Maint.	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
60320 · Hourly Mitigation Area Maint	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
60321 · Hourly Nat Storm Drain Maint	0.00	0.00	0.00	0.00	350.00	350.00	350.00	350.00	350.00	0.00	0.00	0.00	1,750.00
60327 · Overtime General Maint.	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Total 60351 · Water Treatment Plant	42,400.00	42,400.00	42,400.00	42,400.00	42,750.00	42,750.00	42,750.00	42,750.00	42,750.00	42,400.00	42,400.00	42,400.00	510,550.00
60381 · Customer Service													
60335 · Contract Labor Office Staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60318 · Hourly Office Staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60328 · Overtime Office Staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 60381 · Customer Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Payroll	42,900.00	42,900.00	42,700.00	42,600.00	42,950.00	42,950.00	42,950.00	42,950.00	42,950.00	42,800.00	42,800.00	42,900.00	514,350.00
60701 · Employee Related													
60601 · Social Security/Medicare	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	38,400.00
60703 · Payroll Expenses	200.00	200.00	200.00	200.00	200.00	200.00	12,050.00	700.00	2,350.00	450.00	255.00	325.00	17,330.00
60710 · Education/Certification	250.00	0.00	0.00	250.00	0.00	0.00	250.00	0.00	0.00	250.00	0.00	0.00	1,000.00
60712 · Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 60701 · Employee Related	3,650.00	3,400.00	3,400.00	3,650.00	3,400.00	3,400.00	15,500.00	3,900.00	5,550.00	3,900.00	3,455.00	3,525.00	56,730.00
60721 · Employee Insurance													
60622 · WC Insurance	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	28,800.00
60623 · Health Insurance	7,900.00	7,900.00	7,900.00	7,900.00	7,900.00	7,900.00	7,900.00	7,900.00	7,900.00	7,900.00	7,900.00	7,900.00	94,800.00
Total 60721 · Employee Insurance	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	123,600.00
Total 60300 · Payroll & Related	56,850.00	56,600.00	56,400.00	56,550.00	56,650.00	56,650.00	68,750.00	57,150.00	58,800.00	57,000.00	56,555.00	56,725.00	694,680.00
61000 · Operating Expenses													
61050 · Source of Supply													
61052 · Purchased Water for Treated Use	0.00	0.00	0.00	0.00	0.00	198,400.51	0.00	0.00	0.00	0.00	0.00	297,600.77	496,001.28
61051 · Purchased Water for Raw Use	0.00	0.00	0.00	0.00	0.00	364,715.62	0.00	0.00	0.00	0.00	0.00	547,073.42	911,789.04
61053 · Pioneer/Cross Valley Admin Costs	0.00	0.00	0.00	0.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	30,000.00	60,000.00
Total 61050 · Source of Supply	0.00	0.00	0.00	0.00	0.00	593,116.13	0.00	0.00	0.00	0.00	0.00	874,674.19	1,467,790.32

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62001 - Pump Stations														
62002 - Repairs & Maint.	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
62004 - Generator Maintenance	9,340.00	0.00	0.00	0.00	0.00	8,900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,240.00
62049 - Permits & Fees	0.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	820.00	1,320.00
62101 - Other Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62102 - Electricity	28,000.00	25,000.00	22,000.00	18,000.00	16,000.00	9,500.00	10,500.00	11,500.00	10,000.00	12,500.00	18,000.00	21,000.00	202,000.00	
Total 62001 - Pump Stations	40,340.00	28,000.00	25,000.00	21,000.00	19,500.00	21,400.00	13,500.00	14,500.00	13,000.00	15,500.00	21,000.00	24,820.00	257,560.00	
63001 - Water Treatment														
63002 - Repairs & Maintenance	16,000.00	5,000.00	5,000.00	3,500.00	7,500.00	2,500.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	51,500.00
63003 - Small Equipment	500.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	1,500.00
63004 - Generator Maintenance	2,335.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,335.00
63006 - Pump Repair	0.00	0.00	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00	3,000.00
63010 - Operational Supplies	2,500.00	3,000.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	30,500.00
63011 - Chemicals	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	62,400.00
63012 - Water Filtration Media	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
63013 - Tank Cleaning	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00
63015 Back Flow Testing	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
63048 - H2O Sampling/Testing	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	102,000.00
63049 - Permits & Fees	0.00	0.00	500.00	12,000.00	0.00	2,088.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,588.00
63061 - Lab Trailer Rent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63062 - Water Truck Lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63063 - Water Truck Repair	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63064 - Water Truck Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63101 - Utilities														
63102 - Electricity	21,000.00	21,000.00	21,000.00	18,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	16,500.00	19,000.00	21,000.00	22,000.00	219,500.00
63201 - Computer/SCADA Support	0.00	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40,000.00
Total 63001 - Water Treatment	56,485.00	43,150.00	43,150.00	51,650.00	39,650.00	36,238.00	41,150.00	33,650.00	35,150.00	37,650.00	41,650.00	40,650.00	500,223.00	
64001 - Transmission, Dist. & Lines														
64002 - Repairs & Maint.	0.00	0.00	250.00	0.00	0.00	250.00	0.00	0.00	250.00	0.00	0.00	250.00	0.00	1,000.00
64004 - Pumps	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
Total 64001 - Transmission, Dist. & Lines	0.00	5,000.00	250.00	0.00	0.00	250.00	0.00	0.00	250.00	0.00	0.00	250.00	0.00	6,000.00
66001 - Waste Water														
66002 - Repairs & Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
66010 - Waste Water Disposal	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	47,500.00	570,000.00
66011 - Waste Water Testing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,700.00	1,700.00
Total 66001 - Waste Water	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	48,500.00	50,200.00	583,700.00
68001 - General & Administrative														
68002 - Repairs and Maintenance	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
68003 - Mitigated Areas Maint.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68010 - Office Supplies	200.00	200.00	200.00	200.00	200.00	300.00	300.00	300.00	300.00	300.00	200.00	250.00	250.00	2,950.00
68011 - Operating Supplies	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
68015 - Pest Control	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68020 - Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68021 - Auto Repairs	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	7,800.00
68022 - Bulk Fuel	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	20,400.00
68023 - Card Lock Fuel	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	1,675.00	20,100.00
68025 - Uniform Service	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	9,600.00
68060 - Equipment Lease	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.34	833.26	10,000.00
68061 - Rent Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68063 - Postage	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
68064 - Express Mail	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
68065 - Printing	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
68071 - Computer and Internet Expenses	625.00	625.00	625.00	10,000.00	625.00	625.00	625.00	625.00	625.00	325.00	625.00	625.00	625.00	16,575.00

Western Hills Water District
July 1, 2023 through June 30, 2024

68072 · Software Maint. Agreement	42.07	42.07	42.07	42.07	42.07	42.07	42.07	42.07	42.07	1,037.23	42.07	42.07	42.07	1,500.00
68090 · Bank Service Charges	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
68091 · Credit Card Fees	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	16,800.00
68095 · Collections	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	400.00
68100 · Telephone Expense	990.00	990.00	990.00	990.00	990.00	990.00	990.00	990.00	990.00	990.00	990.00	990.00	990.00	11,880.00
<hr/>														
68101 · Utilities														
68102 · Electricity	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
68104 · Propane	0.00	0.00	100.00	0.00	0.00	100.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	300.00
Total 68101 · Utilities	75.00	75.00	175.00	75.00	75.00	175.00	75.00	75.00	175.00	175.00	75.00	75.00	75.00	1,200.00
68300 · Property & Liability Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49,000.00	0.00	0.00	0.00	0.00	0.00	49,000.00
68301 · D & O Ins.	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00
68400 · Interest Expense	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	7,500.00
68700 · Professional Fees														
68701 · Attorney Fees	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	102,000.00
68702 · Engineering Fees	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	14,400.00
68703 · Accounting Fees	0.00	10,000.00	6,000.00	6,000.00	0.00	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	26,000.00
68704 · Consultanting Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68705 · Rate Study Consultant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	0.00	0.00	0.00	0.00	30,000.00
Total 68700 · Professional Fees	9,700.00	19,700.00	15,700.00	15,700.00	9,700.00	9,700.00	13,700.00	9,700.00	39,700.00	9,700.00	9,700.00	9,700.00	9,700.00	172,400.00
68750 · Depreciation/Amortization														
Total 68001 · General & Administrative	20,640.41	60,640.41	26,940.41	36,015.41	20,640.41	20,840.41	24,740.41	69,740.41	51,535.57	20,940.41	20,640.41	20,690.33	20,690.33	394,005.00
Total 61000 · Operating Expenses	222,815.41	236,890.41	199,990.41	213,715.41	184,940.41	776,744.54	196,640.41	223,540.41	206,985.57	179,590.41	188,345.41	1,067,759.52	1,067,759.52	3,897,958.32
69000 · Capital Repairs	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	8,333.34	100,000.00
Total Expense	231,148.75	245,223.75	208,323.75	222,048.75	193,273.75	785,077.88	204,973.75	231,873.75	215,318.91	187,923.75	196,678.71	1,076,092.82	1,076,092.82	3,997,958.32
Net Ordinary Income	-28,676.75	-42,751.75	-5,851.75	-40,576.75	-27,801.75	-623,105.88	-45,001.75	-76,901.75	-59,846.91	-32,451.75	-20,706.71	-883,620.82	-883,620.82	-1,887,294.32

Cash Flow Needed From Angels Crossing **157,277.03 157,277.03 157,277.03 157,277.03 157,277.03 157,277.03 157,277.03 157,277.03 157,277.03 157,277.03 157,277.03 157,277.03 157,277.03 157,277.03 (1,887,294.32)**

Subsidy	2022/23	0.00
Subsidy	2021/22	0.00
Subsidy	2020/21	0.00
Subsidy	2019/20	70,225.01
Subsidy	2018/19	932,000.00
Subsidy	2017/18	1,305,000.00
Subsidy	2016/17	1,504,167.25

EXHIBIT “P”

COVER PAGE

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)
 MARRERO GUILLERMO

1. Office, Agency, or Court

Agency Name
 WESTERN HILLS WATER DISTRICT
 Division, Board, Department, District, if applicable
 Your Position
 DIRECTOR, PRESIDENT

► If filing for multiple positions, list below or on an attachment.

Agency: _____ Position: _____

2. Jurisdiction of Office (Check at least one box)

State Judge or Court Commissioner (Statewide Jurisdiction)
 Multi-County _____ County of STANISLAUS
 City of _____ Other _____

3. Type of Statement (Check at least one box)

Annual: The period covered is January 1, 2011, through December 31, 2011.
 -or-
 The period covered is ____/____/____, through December 31, 2011.
 Assuming Office: Date assumed ____/____/____
 Candidate: Election Year _____ Office sought, if different than Part 1: _____
 Leaving Office: Date Left ____/____/____ (Check one)
 The period covered is January 1, 2011, through the date of leaving office.
 The period covered is ____/____/____, through the date of leaving office.

4. Schedule Summary

Check applicable schedules or "None."
 ► Total number of pages including this cover page: 3
 Schedule A-1 - Investments - schedule attached
 Schedule A-2 - Investments - schedule attached
 Schedule B - Real Property - schedule attached
 Schedule C - Income, Loans, & Business Positions - schedule attached
 Schedule D - Income - Gifts - schedule attached
 Schedule E - Income - Gifts - Travel Payments - schedule attached
 -or-
 None - No reportable interests on any schedule

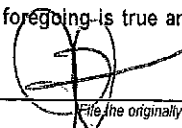
5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
 (Business or Agency Address Recommended - Public Document)
 9521 MORTON DAVIS DRIVE PATTERSON CA 95636
 DAYTIME TELEPHONE NUMBER E-MAIL ADDRESS (OPTIONAL)
 (619) 515-1482

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

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

Date Signed MARCH 16, 2012
 (month, day, year)

Signature 
 (File the originally signed statement with your filing official.)



SCHEDULE A-2
Investments, Income, and Assets
of Business Entities/Trusts
 (Ownership Interest is 10% or Greater)

Name
Guillermo Marrero

1. BUSINESS ENTITY OR TRUST

INTERNATIONAL PRACTICE GROUP
 Name
 1350 Columbia Street, Suite 500, San Diego, CA 92101
 Address (Business Address Acceptable)
 Check one
 Trust, go to 2 Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF BUSINESS ACTIVITY

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

\$0 - \$1,999 / / 11 / / 11
 \$2,000 - \$10,000 ACQUIRED DISPOSED
 \$10,001 - \$100,000
 \$100,001 - \$1,000,000
 Over \$1,000,000

NATURE OF INVESTMENT
 Sole Proprietorship Partnership Other

YOUR BUSINESS POSITION Owner

2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

\$0 - \$499 \$10,001 - \$100,000
 \$500 - \$1,000 OVER \$100,000
 \$1,001 - \$10,000

3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary)

World International, LLC

4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD BY THE BUSINESS ENTITY OR TRUST

Check one box:
 INVESTMENT REAL PROPERTY

Name of Business Entity, if Investment, or
 Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
 City or Other Precise Location of Real Property

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

\$2,000 - \$10,000 / / 11 / / 11
 \$10,001 - \$100,000 ACQUIRED DISPOSED
 \$100,001 - \$1,000,000
 Over \$1,000,000

NATURE OF INTEREST
 Property Ownership/Deed of Trust Stock Partnership

Leasehold _____ Yrs. remaining Other _____

Check box if additional schedules reporting investments or real property are attached

Comments: _____

1. BUSINESS ENTITY OR TRUST

Name
 Address (Business Address Acceptable)
 Check one
 Trust, go to 2 Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF BUSINESS ACTIVITY

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

\$0 - \$1,999 / / 11 / / 11
 \$2,000 - \$10,000 ACQUIRED DISPOSED
 \$10,001 - \$100,000
 \$100,001 - \$1,000,000
 Over \$1,000,000

NATURE OF INVESTMENT
 Sole Proprietorship Partnership Other

YOUR BUSINESS POSITION _____

2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

\$0 - \$499 \$10,001 - \$100,000
 \$500 - \$1,000 OVER \$100,000
 \$1,001 - \$10,000

3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary)

4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD BY THE BUSINESS ENTITY OR TRUST

Check one box:
 INVESTMENT REAL PROPERTY

Name of Business Entity, if Investment, or
 Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
 City or Other Precise Location of Real Property

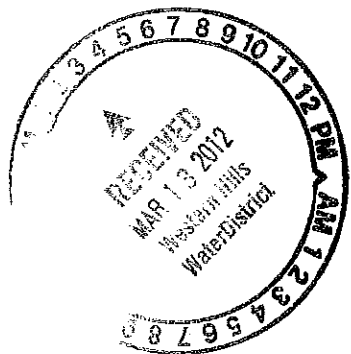
FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

\$2,000 - \$10,000 / / 11 / / 11
 \$10,001 - \$100,000 ACQUIRED DISPOSED
 \$100,001 - \$1,000,000
 Over \$1,000,000

NATURE OF INTEREST
 Property Ownership/Deed of Trust Stock Partnership

Leasehold _____ Yrs. remaining Other _____

Check box if additional schedules reporting investments or real property are attached



SCHEDULE C
Income, Loans, & Business
Positions
 (Other than Gifts and Travel Payments)

Name
 Guillermo Marrero

1. INCOME RECEIVED	1. INCOME RECEIVED
NAME OF SOURCE OF INCOME	NAME OF SOURCE OF INCOME
ADDRESS (Business Address Acceptable)	ADDRESS (Business Address Acceptable)
BUSINESS ACTIVITY, IF ANY, OF SOURCE	BUSINESS ACTIVITY, IF ANY, OF SOURCE
YOUR BUSINESS POSITION	YOUR BUSINESS POSITION
Diablo Grande, HOA Director	
GROSS INCOME RECEIVED	GROSS INCOME RECEIVED
<input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000	<input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000
CONSIDERATION FOR WHICH INCOME WAS RECEIVED	CONSIDERATION FOR WHICH INCOME WAS RECEIVED
<input type="checkbox"/> Salary <input type="checkbox"/> Spouse's or registered domestic partner's income <input type="checkbox"/> Loan repayment <input type="checkbox"/> Partnership <input type="checkbox"/> Sale of _____ <small>(Real property, car, boat, etc.)</small> <input type="checkbox"/> Commission or <input type="checkbox"/> Rental Income, list each source of \$10,000 or more <input type="checkbox"/> Other _____ <small>(Describe)</small>	<input type="checkbox"/> Salary <input type="checkbox"/> Spouse's or registered domestic partner's income <input type="checkbox"/> Loan repayment <input type="checkbox"/> Partnership <input type="checkbox"/> Sale of _____ <small>(Real property, car, boat, etc.)</small> <input type="checkbox"/> Commission or <input type="checkbox"/> Rental Income, list each source of \$10,000 or more <input type="checkbox"/> Other _____ <small>(Describe)</small>

2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD

* You are not required to report loans from commercial lending institutions, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER*	INTEREST RATE	TERM (Months/Years)
ADDRESS (Business Address Acceptable)	_____ % <input type="checkbox"/> None	_____
BUSINESS ACTIVITY, IF ANY, OF LENDER	SECURITY FOR LOAN	
HIGHEST BALANCE DURING REPORTING PERIOD	<input type="checkbox"/> None <input type="checkbox"/> Personal residence <input type="checkbox"/> Real Property _____ <small>Street address</small> _____ <small>City</small>	
<input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000	<input type="checkbox"/> Guarantor _____ <input type="checkbox"/> Other _____ <small>(Describe)</small>	

Comments: _____

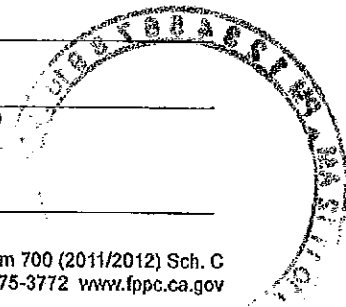




EXHIBIT “Q”

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Eastern District of California

Case number (if known): 23-22593 Chapter 11

3:58 p.m

FILED
AUG -3 2023
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name

Angels Crossing, LLC

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business* as names

3. Debtor's federal Employer Identification Number (EIN)

84-4517303

4. Debtor's address

Principal place of business

Mailing address, if different from principal place of business

1055 West 7th St
Number Street

Suite 3260

Los Angeles CA 90017
City State ZIP Code

Los Angeles
County

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. Debtor's website (URL)

N/A

Debtor Name _____

Case number (if known) _____

6. Type of debtor

- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- Partnership (excluding LLP)
- Other. Specify: _____

7. Describe debtor's business

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply:

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply.
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

No

Yes. District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

District _____ When _____ Case number _____
MM / DD / YYYY

Debtor Name _____ Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- No
- Yes. Debtor _____ Relationship _____
 District _____ When _____ MM / DD / YYYY
 Case number, if known _____

List all cases. If more than 1, attach a separate list.

11. Why is the case filed in this district?

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- No
- Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other _____

Where is the property?

Number _____ Street _____

 City _____ State ZIP Code _____

Is the property insured?

- No
- Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- 1-49
- 50-99
- 100-199
- 200-999
- 1,000-5,000
- 5,001-10,000
- 10,001-25,000
- 25,001-50,000
- 50,001-100,000
- More than 100,000

Debtor _____ Case number (if known) _____

Name

15. Estimated assets

- \$0-\$50,000
- \$50,001-\$100,000
- \$100,001-\$500,000
- \$500,001-\$1 million
- \$1,000,001-\$10 million
- \$10,000,001-\$50 million
- \$50,000,001-\$100 million
- \$100,000,001-\$500 million
- \$500,000,001-\$1 billion
- \$1,000,000,001-\$10 billion
- \$10,000,000,001-\$50 billion
- More than \$50 billion

16. Estimated liabilities

- \$0-\$50,000
- \$50,001-\$100,000
- \$100,001-\$500,000
- \$500,001-\$1 million
- \$1,000,001-\$10 million
- \$10,000,001-\$50 million
- \$50,000,001-\$100 million
- \$100,000,001-\$500 million
- \$500,000,001-\$1 billion
- \$1,000,000,001-\$10 billion
- \$10,000,000,001-\$50 billion
- More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on 08 03 2023
MM / DD / YYYY

x [Signature]
Signature of authorized representative of debtor

BRAD DURGA
Printed name

Title MANAGER

18. Signature of attorney

x _____
Signature of attorney for debtor

Date _____
MM / DD / YYYY

Printed name _____

Firm name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

Contact phone _____ Email address _____

Bar number _____ State _____

Official Form 201A (12/15)

[If debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11 of the Bankruptcy Code, this Exhibit "A" shall be completed and attached to the petition.]

[Caption as in Form 416B]

**Attachment to Voluntary Petition for Non-Individuals Filing for
Bankruptcy under Chapter 11**

1. If any of the debtor's securities are registered under Section 12 of the Securities Exchange Act of 1934, the SEC file number is N/A.

2. The following financial data is the latest available information and refers to the debtor's condition on _____

a. Total assets \$ N/A

b. Total debts (including debts listed in 2.c., below) \$ _____

c. Debt securities held by more than 500 holders

Approximate
number of
holders:

secured <input type="checkbox"/>	unsecured <input type="checkbox"/>	subordinated <input type="checkbox"/>	\$ _____	_____
secured <input type="checkbox"/>	unsecured <input type="checkbox"/>	subordinated <input type="checkbox"/>	\$ _____	_____
secured <input type="checkbox"/>	unsecured <input type="checkbox"/>	subordinated <input type="checkbox"/>	\$ _____	_____
secured <input type="checkbox"/>	unsecured <input type="checkbox"/>	subordinated <input type="checkbox"/>	\$ _____	_____
secured <input type="checkbox"/>	unsecured <input type="checkbox"/>	subordinated <input type="checkbox"/>	\$ _____	_____

d. Number of shares of preferred stock _____

e. Number of shares common stock _____

Comments, if any: _____

3. Brief description of debtor's business: _____

4. List the names of any person who directly or indirectly owns, controls, or holds, with power to vote, 5% or more of the voting securities of debtor:

Fill in this information to identify the case:

Debtor name Angels Crossing

United States Bankruptcy Court for the: Eastern District of CA
(State)

Case number (if known): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	WEST Western Hills Water Company		Contract				\$9,128,533
2	WHWD Western Hills Water District		Property Taxes				\$4,690.36 \$1,230.00
3	WHWD Western Hills Water District		Contract				\$896,643.00
4	WHWD Western Hills Water District		Contract				\$1,270,010.00
5	GEHR Hospitality, comp.		Contract				\$302,327.13
6	Sunset Canyon Golf		Contract				\$208,555.16
7	COA-DG Commercial OA		Contract				184,854.94
8	IPG		Contract				165,085.02

Debtor

Name _____

Case number (if known) _____

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	HOA Diablo Grande HOA		contract			76,767.00	
10	Weintraub Genshlea Chediak		contract			45,303	
11	Turlock Irrigation District		contract			43,733.15	
12	Paragon Insurance		contract			11,617.97	
13	SSL Law Firm, LLC		contract			8,129.38	
14	Pacific Mobile Structure Inc.		contract			7,834.47	
15	Meyers Reseach LLC		contract			7,702.33	
16	Turlock Irrigation District		contract			7,538.52	
17	Western Hills Water District		contract			6,833.46	
18	Perfecto Cochola		contract			6,600.00	
19	Ford Edge		contract			5,911.29	
20	Jeep loan		contract			5,130.00	

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA**

In re _____)
)
) Case No. _____
)
)
)
)
 _____)

VERIFICATION OF MASTER ADDRESS LIST

I (we) declare under penalty of perjury that the attached Master Address List is a true, correct, and complete list of creditors and their addresses in this case.

I (we) acknowledge the following:

- Filing a Master Address List with incomplete or incorrect addresses may mean that creditor(s) with incomplete or incorrect address(es) may not receive notification of this Bankruptcy case.
- The debtor(s) and the debtor's(s') attorney or bankruptcy petition preparer, if any, share responsibility for the accuracy and completeness of the attached Master Address.
- The Court will use the addresses on the attached Master Address List for all items that the Court mails, and will not rely on other documents filed in this case (such as schedules and statements required by the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure) to obtain or verify the addresses of creditors.

DATED: 8-03-23



Debtor's Signature

DATED: _____

Joint Debtor's (if any) signature

Submit this form and your Master Address List to one of the following addresses:

Sacramento Division
501 I Street, Suite 3-200
Sacramento, CA 95814

Modesto Division
1200 I Street, Suite 200
Modesto, CA 95354

Fresno Division
2500 Tulare Street, Suite 2501
Fresno, CA 93721

EXHIBIT “R”



BOARD OF DIRECTORS:

Guillermo Marrero, President

Carmen Kearney, Treasurer/Collector/Assessor

Tracy Taylor, Secretary to Board

Matthew Manning, Director

Douglas Kearney, Director

Barry Ivy, Director

Jerry Phillips, General Manger

AGENDA

**WESTERN HILLS WATER DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Friday, April 24, 2020 at 4:00 p.m.**

Meeting Locations: **NONE.**

NOTICE: MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING AND ADDRESS THE BOARD VIA TELEPHONE ONLY. THIS MEETING WILL NOT INCLUDE IN PERSON PUBLIC ATTENDANCE.

This meeting will be held in accordance with the Governor’s Stay at Home Executive Order N-33-20 and will not include in person public attendance. Members of the public may participate in the meeting and provide comments to the Board via telephone as described below.

Dial **855-369-0463** and enter **PIN#11434032**. Follow the instructions as prompted.

Note: if you wish to address the WHWD Board during public comments or on any matter on the agenda please identify yourself.

ALTERNATE FORMATS OF THIS AGENDA WILL BE MADE AVAILABLE TO QUALIFIED INDIVIDUALS WITH DISABILITIES UPON ADVANCE REQUEST. APPROPRIATE INTERPRETIVE SERVICES FOR THIS MEETING WILL BE PROVIDED IF FEASIBLE TO QUALIFIED INDIVIDUALS WITH DISABILITIES UPON ADVANCE REQUEST. If you are a qualified individual with disabilities and need assistance, please contact the District Secretary at (209) 895-9493, 48 hours prior to the meeting to enable the District to make reasonable arrangements to ensure accessibility to this meeting.

Any and all of the following agenda items are subject to action being taken by the Board of Directors by motion, resolution, or ordinance. Members of the public may address the Board of Directors concerning any agenda item during the Board’s consideration of that item.

1. Call meeting to order

2. Roll Call

3. Action Items

Director Disclosures required by California Code of Regulations, Title 2, Section 18708 as to any matter involving World International, LLC.

- a. Consider Approval of resolution 2020-03, Resolution of the WHWD Board of Directors Approving Assignment, Assumption and Release Agreement re Master Agreement, as amended.

4. Reports by District Staff

None

5. Reports of Board Members

Members of the Board may give verbal reports on activities or request that future matters be placed upon a Board agenda

6. Public Comment on Items Not on the Agenda

Interested persons in the audience or by teleconference are welcome to introduce any topic within the District's jurisdiction. Matters presented under this agenda item may be discussed, but no action can be taken by the Board at this meeting except as follows:

- a. *Briefly respond to statements made or questions raised.*
- b. *Ask a question for clarification.*
- c. *Provide a reference to staff or other resources for factual information.*
- d. *Request staff to report back at a subsequent meeting.*
- e. *A Board member or the Board itself may take action to direct staff to place a matter of business on a future agenda.*

7. Motion to Adjourn.

Next Adjourned Regular Meeting: Wednesday, May 20, 2020.

Matter Too Late for the Agenda: *Action items may be added to the agenda upon determination by a majority vote of the Board that an emergency exists, as defined by state law, or by a 2/3 vote of the Board that (1) there is a need to take immediate action; and (2) that the need for action came to the District's attention after the agenda was posted.*

EXHIBIT “S”

**WESTERN HILLS WATER DISTRICT
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS**

April 24, 2020

1. Call to Order

The special meeting of the Board of Directors of the Western Hills Water District was called to Order in regular session by B. Ivy. Meeting was held via telephone pursuant to the Governor's Stay at Home Executive Order N-33-20.

2. Roll Call

Present Directors on the call were: Director Barry Ivy, Director D. Kearney, Director M. Manning, President Guillermo Marrero & Treasurer Carmen Kearney, General Manager Jerry Phillips & Secretary Tracy Taylor and General Counsel David Hobbs. It is unknown how many members of the public called in.

3. Action Items

- a. Consider Approval of resolution 2020-03, Resolution of the WHWD Board of Directors Approving Assignment, Assumption and Release Agreement re Master Agreement, as amended. The resolution was approved with the condition that Angel's Crossing, LLC is also in agreement with the amended master agreement. Due to the conflict with World International, LLC, and in order to have a quorum, the Board Secretary drew at random among C. Kearney, D. Kearney & G. Marrero. C. Kearney was pulled to vote. Motion was made by Director B. Ivy and Seconded by M. Manning, C. Kearney was in favor.

6. Reports by District Staff

Jerry Phillips reported that the sink hole on Ward Avenue was not due to the fault of the WHWD. Stanislaus County took responsibility and repaired the road.

7. Reports of Board Members

None

8. Public Comment on Items not on the Agenda

General public comments ranged from questions about who the new property owners were and what their intentions will be for Diablo Grande and what their relationship will be with the WHWD. Residents were concerned about how updated information will be shared with them.

They also questioned about if the new owners will be paying the delinquent Mello Roos taxes and about funding water district.

9. **Adjournment**

Upon motion by Director B. Ivy and seconded by Director C. Kearney the meeting was adjourned at 4:29 p.m. The next regular meeting will be Wednesday, May 13, 2020 at 4:00pm. Meeting will be held in accordance with the Governor's Stay at Home Executive Order N-33-20 and will not include in person public attendance. Members of the public may participate in the meeting and provide comments to the Board via telephone.

Respectfully submitted:

Secretary of the Board

Approved:

Guillermo Marrero, President