



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**PLANNING DEPARTMENT**

PHONE: (209) 223-6380  
FAX: (209) 257-5002  
WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)  
E-MAIL: [planning@amadorgov.org](mailto:planning@amadorgov.org)

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

**APPLICATION REFERRAL**

**TO:**

|  |                              |
|--|------------------------------|
| Building Department                        | ACUSD                        |
| County Counsel                             | Amador Transit               |
| Environmental Health Department            | Amador Water Agency          |
| Surveying Department                       | AFPD                         |
| Transportation and Public Works Department | Cal Fire                     |
| Waste Management/Air District              | Caltrans, District 10        |
| Sheriff's Office                           | CDFW, Region 2               |
| Ione Band of Miwok Indians**               | CHP Amador                   |
| Buena Vista Band of Me-Wuk Indians**       | LAFCO                        |
| Washoe Tribe of Nevada and California**    | Pine Grove CSD               |
| Shingle Springs Band of Miwok Indians**    | PG&E                         |
| ACTC                                       | Volcano Communications Group |

**DATE:** October 9, 2019

**FROM:** Krista Ruesel, Planning Department

**PROJECT:** Tentative Parcel Map No. 2888 proposing the division of  $\pm 1.84$  acres into two parcels  $\pm 1.14$  and  $\pm 0.75$  acres in size. The property is zoned "C1," Commercial/Retail/Office and has a General Plan land use designation of TC, Town Center. (APN: 030-730-001)

**Applicant:** Keith DesVoignes

**Property Owner:** KBV Pine Grove, LLC, and Fred L. Baker, Trustee UDT dated 12.30.1988

**Supervisorial District:** 4

**Location:** 2008-20124 State Hwy 88 Pine Grove, CA 95665

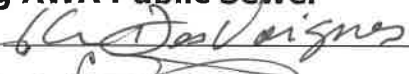

**REVIEW:** As part of the preliminary review process, this project is being referred to State, Tribal, and local agencies for their review and comment. The Amador County Technical Advisory Committee (TAC) will **review the application for completeness** during its regular meeting on **Wednesday, October 23, 2019, at 3:00 p.m.** in Conference Room "A" of the County Administration Building, 810 Court Street, Jackson, California. If you cannot attend, please provide comments regarding the completeness of the application prior to the meeting.

At this time staff anticipates that a Mitigated Negative Declaration will be adopted for the project per CEQA Guidelines. Additional TAC meetings may be scheduled to review a CEQA Initial Study, prepare mitigation measures and/or conditions of approval, and make recommendations to the Planning Commission at a later date.

\*\*In accordance with Public Resources Code Section 21080.3.1, this notice constitutes formal notification to those tribes requesting project notification. This notification begins the 30-day time period in which California Native American tribes have to request consultation.

**APPLICATION FORM AND CHECKLIST FOR  
TENTATIVE PARCEL MAP AND SUBDIVISION MAP**

**The following information shall be included with this application:**

1. Parcel Map Number: **2888**  
Subdivision Name/Number:
2. Subdivider and/or Land Owner: **KBV-Pine Grove, LLC, a California Limited Liability Company; and Fred L. Baker, Trustee udt dated 12.30.1988**  
Name: **Keith DesVoignes**  
Address: **44 Main Street, Jackson, CA 95642**  
Phone: **(209) 304-8913**
3. Surveyor: **Toma and Associates, 41 Summit St., Jackson, CA 95642**
4. Assessor Plat Number: **030-730-001**
5. Existing Zoning District: **"C-1" Cmrl and "C-2" Heavy Cmrl**
6. General Plan Classification: **T-C Town Center Local Services**
7. Date Application Submitted:
8. Proposed Use of Parcels: **Commercial**
9. Special Use Districts (if applicable): **AFPD, PGCSO, AWA**
10. Source of Water Supply: **PGCSO**
11. Sewage Disposal System: **Existing AWA Public Sewer**
12. Signature of Landowner/Applicant: 
13. Signature of Surveyor: 

**The following shall be included with this application:**

- ✓ Thirty-five (35) copies of tentative map  
Option for 35 copies:  
15 copies 18" x 26" in size (folded to 6" x 9-1/2" in size)  
20 copies 11" x 17" in size
- ✓ One (1) copy of Assessor's Plat Map
- ✓ Two (2) copies of deed(s)
- ✓ Two (2) copies of completed environmental information form (Sections 19, 30 and 31 require description and photos)
- ✓ Two (2) copies of preliminary map report
- ✓ One (1) reduced 8-1/2" x 11" copy of tentative map
- ✓ Application fee (see Fee Schedule)
- ✓ Copy of receipt of Environmental Health Dept. and Public Works Dept.
- ✓ Completed and signed Indemnification Agreement
- ✓ If your project access off a State highway, provide encroachment permit or other pertinent information (e.g., a road maintenance agreement if your project access from a road directly connected to a State highway)
- ✓ Oak Woodlands Study prepared by a Registered Professional Forester
- ✓ NCIC report

## ENVIRONMENTAL INFORMATION FORM

(To be completed by applicant; use additional sheets as necessary)  
Attach plans, diagrams, etc. as appropriate

### GENERAL INFORMATION

Project: **Tentative Parcel Map No. 2888**  
Date Filed:

Applicant: **Keith DesVoignes** Record Owner: **KBV-Pine Grove, LLC, a  
44 Main Street California Ltd Liability Co.  
Jackson, CA 95642 and Fred L. Baker, Trstee  
(209) 304-8913 udt dated 12.30.1988**

APN: **030-730-001**  
Zoning: **C-1 Cmrl and C-2 Heavy Cmrl**  
Gen. Plan: **T-C Town Center Local Services**

List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies:

### WRITTEN PROJECT DESCRIPTION

Include the following information where applicable, as well as any other pertinent information to describe the proposed project:

1. Site Size
2. Square Footage of Existing/Proposed Structures
3. Number of Floors of Construction
4. Amount of Off-Street Parking Provided (*provide accurate detailed parking plan*)
5. Source of Water
6. Method of Sewage Disposal
7. Attach Plans
8. Proposed Scheduling of Project Construction
9. If project is to be developed in phases, describe anticipated incremental development.
10. Associated Projects
11. Subdivision/Land Division Projects: Tentative map will be sufficient unless you feel additional information is needed or the County requests further details.
12. Residential Projects: Include the number of units, schedule of unit sizes, range of sale prices/rents and type of household size expected.
13. Commercial Projects: Indicate the type of business, number of employees, whether neighborhood, city or regionally oriented, square footage of sales area, loading facilities.
14. Industrial Projects: Indicate the major function, estimated employment per shift, estimated occupancy, loading facilities and community benefits to be derived/project.
15. Institutional Projects: Indicate the major function, estimated employment per shift, estimated occupancy, loading facilities and community benefits to be derived/project.
16. If the project involves a variance, conditional use permit or rezoning application, state this and indicate clearly why the application is required.

Are the following items applicable to the project or its effects? Discuss below all items checked "yes". Attach additional sheets as necessary.

**YES    NO**

- 17.    Change in existing features, lakes, hills, or substantial alteration of ground contours
- 18.    Change in scenic views or vistas from existing residential areas, public lands or roads
- 19.    Change in pattern, scale or character of general area of project
- 20.    Significant amounts of solid waste or litter
- 21.    Change in dust, ash, smoke, fumes or odors in the vicinity
- 22.    Change in lake, stream, ground water quality/quantity, or alteration of existing drainage patterns
- 23.    Substantial change in existing noise or vibration levels in the vicinity
- 24.    Site on filled land or on slope of 10 percent or more
- 25.    Use or disposal of potentially hazardous materials, such as toxic substances, flammables or explosives
- 26.    Substantial change in demand for municipal services (police, fire, water, sewage, etc.)
- 27.    Substantial increase in fossil fuel consumption (electricity, oil, natural gas, etc.)
- 28.    Relationship to a larger project or series of projects

**ENVIRONMENTAL SETTING**

- 29.    Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site and the use of the structures. Attach photographs of the site.
- 30.    Describe the surrounding properties, including information on plants and animals, and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (single family, apartments, shops, department stores, etc.) and scale of development (height, frontage setbacks, etc.) Attach photographs of the vicinity.
- 31.    Describe any known mine shafts, tunnels, air shafts, open hazardous excavations, etc. Attach photos of these known features.

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

Date: 8/19/19

Signature: [Handwritten Signature]


For: KBV-Pine Grove, LLC, a California Limited Liability Company and Fred L. Baker, Trustee udt dated 12.30.1988

KBV-Pine Grove, LLC

Tentative Parcel Map No. 28888

ENVIRONMENTAL SETTING

29. The project site consists of 7 Retail units, which includes 1 US Post Office in a Strip Mall formation which is currently Zoned C-1 In addition there is an existing Tire Shop and Gas Station within the C-2 zoning. The property is complete built out, flat and Mostly paved. No cultural, historical or scenic aspects know.
30. Surrounding properties are mainly commercial with a few residential properties off side streets that connect to Hwy 88. Most of the developed properties are older and most are single story buildings. Once again, there is no cultural, historical or scenic aspects know except Highway itself and the Pine Grove Town Hall.
31. No mine shafts, tunnels, air shafts or open hazardous excavation known.

Date 8/22/2019 Signature   
For KBV-Pine Grove, LLC a California Limited Liability Co.  
And Fred L. Baker, Trustee udt dated 12.30.1988

**INDEMNIFICATION**

**Project: Tentative Parcel Map No. 2888**

In consideration of the County's processing and consideration of the application for the discretionary land use approval identified above (the "Project") the Owner and Applicant, jointly and severally, agree to defend, indemnify and hold harmless the County of Amador from any claim, action or proceeding against the County to attack, set aside, void or annul the Project approval, or any action relating to the Project approvals as follows:

1. Owner and Applicant shall defend, indemnify and hold harmless the County and its agents, officers or employees from any claim, action or proceeding against the County or its agents, officers or employees (the "County") to attack, set aside, void or annul the Project approval, or any prior or subsequent determination regarding the Project, including but not limited to determinations related to the California Environmental Quality Act, or Project condition imposed by the County. The Indemnification includes, but is not limited to damages, fees and or costs, including attorneys' fees, awarded against County. The obligations under this Indemnification shall apply regardless of whether any permits or entitlements are issued.
2. The County may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if the County defends the claim, action or proceeding in good faith.
3. The Owner and Applicant shall not be required to pay or perform any settlement by the County of such claim, action or proceeding unless the settlement is approved in writing by Owner and Applicant, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, by their signature below, Owner and Applicant hereby acknowledge that they have read, understand and agree to perform the obligations under this Indemnification.

Applicant:

  
\_\_\_\_\_  
Signature

Owner (if different than Applicant):

\_\_\_\_\_  
Signature

# AMADOR COUNTY PUBLIC WORKS REVIEW FEES

Per Ordinance No. 1646, County Code Chapter 3.58, Section 3.58.010

**CC COPY**

**FILL IN COMPLETELY AND SUBMIT WITH PLANS**

Incomplete submittals will not be accepted for review.

PROJECT NAME (Exactly as on plans): TENTATIVE PARCEL MAP No. 2888

DATE: 8.19.19 ENGINEER OF RECORD CIRO L.

SUBMITTAL: (CHECK ONE)  FIRST  RESUBMITTAL #1  2  3

PROJECT OWNER Name KBY-PINE GROVE, LLC, ATTN: KEITH DESVOIGNES

ADDRESS 44 MAIN ST., JACKSON STATE CA ZIP 95642 PHONE (209) 304-8913  
(Project owners receive a copy of all plan review comments from Public Works)

SUBMITTED BY: GINA WAKLEE COMPANY: TOMA & ASSOCIATES  
(Your name/Engineering/Architectural Company)

PHONE: office (209) 223-0156 cell \_\_\_\_\_ fax \_\_\_\_\_

**EACH APPLICANT TO THE COUNTY SHALL PAY A FEE FOR REVIEW SERVICES PERFORMED BY THE COUNTY PUBLIC WORKS AGENCY FOR THE FOLLOWING:**

|   | <u>DEPOSIT REQUIRED</u>     |
|---|-----------------------------|
| <input type="checkbox"/> A. Request for Chapter 15.30 Deviations  | \$750.00                    |
| <input type="checkbox"/> B. CEQA Evaluations (Traffic, EIR, etc.) | \$ 1,500.00                 |
| <input type="checkbox"/> C. Subdivision Maps                      | \$2,000.00                  |
| <input checked="" type="checkbox"/> D. Parcel Maps                | \$1,500.00                  |
| <input type="checkbox"/> E. Conditional Use Permits               | \$500.00                    |
| <input type="checkbox"/> F. Pre-application conferences           | \$77.00 per hour/1 hr. min. |

Amount Received \$ \_\_\_\_\_  
Receipt Issued # \_\_\_\_\_

If the accrued charges exceed the above deposit, the County submits periodic billings to the applicants for costs incurred. Interest of one and one-half (1-1/2) percent per accounting period (28) day cycle compounded each accounting period shall be added to the unpaid balance due to any account which has not been paid within (28) days of the date it was billed. All fees to date must be paid current prior to consideration of the application at each stage of the review process (TAC meetings, Planning Commission, BOS, if applicable, department head, if applicable, and final approval of the documents by County Surveyor in case of subdivision maps and parcel maps). If the actual total charges are less than the minimum deposit amounts, the County shall reimburse the payer the difference between the minimum deposit and the actual total charges.

**ACCEPTED FOR REVIEW BY PUBLIC WORKS AGENCY**

NAME: \_\_\_\_\_

PROJECT NO. ASSIGNED \_\_\_\_\_

DATE: \_\_\_\_\_

Environmental Health Department  
(209) 223-6439

 COPY

FEEES FOR LAND DEVELOPMENT

Fee Computation Date 8.16.2019 By HIKE  
Property Owner KBV-PINE GROVE, LLC ATTN: KEITH DESVOLGNES  
Project Name TEST PM # 2888 APN 030-730-001

**PARCEL MAPS** -- \$360.00 \$ 360.-

**Sewage Disposal**

\_\_\_\_\_ parcels proposing onsite sewage systems--\$285.00/parcel. Includes  
Application and site review for each undeveloped parcel

**SUBDIVISIONS**--\$1000.00 deposit applied against review fees @ \$120/hr. \_\_\_\_\_

**ZONE CHANGE AND/OR GENERAL PLAN AMENDMENT** -- \$208.00 \_\_\_\_\_

**CONDITIONAL USE PERMIT**-- \$224.00 \_\_\_\_\_

**CEQA REVIEW AND COMMENT**

**Negative Declaration** --\$192.00 \$ 192.-

Environmental Impact Report -- \$1000.00 deposit applied to review  
and comment at \$120.00/hour. \_\_\_\_\_

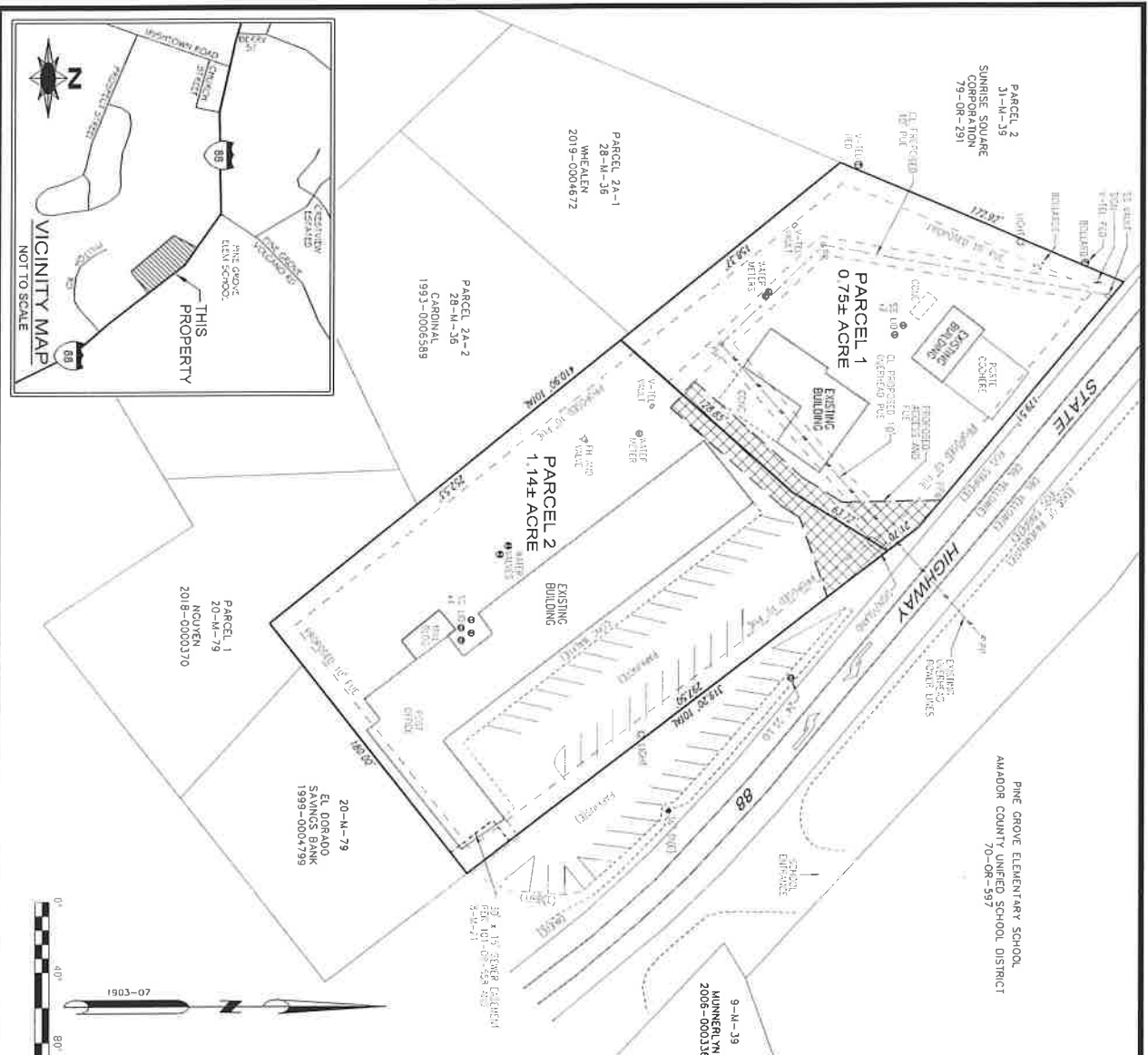
**BOUNDARY LINE ADJUSTMENT**--\$280.00/parcel to be investigated. Includes  
sewage disposal application and site investigation.

**TOTAL** \$ 552.-

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Fees collected by \_\_\_\_\_ Receipt No: \_\_\_\_\_ Date: \_\_\_\_\_

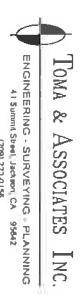




# VESTING TENTATIVE PARCEL MAP NO. 2888

of  
**KBV-PINE GROVE, LLC,**  
 a California Limited Liability Company, and  
**FRED L. BAKER,** Trustee dated December 30, 1988  
 2003-0017110

BEING A PORTION OF THE SE 1/4 SECTION 33 T 7 N, R 12 E, M. D. M.  
 COUNTY OF AMADOR, STATE OF CALIFORNIA



Scale: 1" = 40'  
 October, 2019

## GENERAL NOTES AND STATEMENTS

1. RECORD OWNER: KBV-PINE GROVE, LLC, a California Limited Liability Company and FRED L. BAKER, Trustee dated December 30, 1988 41 MAIN STREET JACSON, CA 95842
2. SURVEYOR: TOMA & ASSOCIATES INC. LICENSED LAND SURVEYORS 411 S. MAIN STREET JACSON, CA 95842 (209) 223-0156 (209) 223-0158 (209) 223-0071
3. A.P.N.: C-27 HEAVY CURVE (WESTERN PORTION) AND C-11 CURVE (EASTERN PORTION) 2003 0017110
4. ZONING: T.C. TOWN CENTER LOCAL SERVICES
5. GENERAL PLAN: COMMERCIAL
6. DEED REFERENCE: AMADOR COUNTY WATER AGENCY SEWER SYSTEM (AWA) EXISTING AMADOR COUNTY UNIFIED SCHOOL DISTRICT (ACUSD) EXISTING AMADOR COUNTY UNIFIED SCHOOL DISTRICT (ACUSD)
7. PROPOSED USE: AMADOR FIRE PROTECTION DISTRICT (AFPD)
8. WATER: AMADOR COUNTY UNIFIED SCHOOL DISTRICT (ACUSD) POWER WILL BE SERVED BY PACIFIC GAS AND ELECTRIC (PG&E) TELEPHONE WILL BE SERVED BY VOLICHO TELEPHONE COMPANY (VTC)
9. SEWAGE DISPOSAL: UTILITIES: ALL UTILITIES TO BE SERVED BY VTC. ALL UTILITIES TO BE SERVED BY VTC. ALL UTILITIES TO BE SERVED BY VTC.
10. FIRE PROTECTION: THERE WILL BE A TEN FOOT FRONT SETBACK AND A FOOT SIDEWALK SETBACK PER AMADOR COUNTY CODE. PARCELS OVER ONE ACRE WILL PROVIDE A THIRTY FOOT SETBACK FROM ALL PROPERTY LINES.
11. UTILITIES: AFPD, PG&E, AWA AND COMMUNITY FACILITIES DISTRICT 2014-1
12. EASEMENTS: FINAL MAPS MAY BE SUBMITTED IN MULTIPLE PLINGS.
13. SETBACKS: NO PORTION OF THIS PROJECT LIES WITHIN AN AREA SUBJECT TO FLOOD WATER FROM THE TOWN OF FLOORS WITHIN THE CITY OF AMADOR ON THE MAP FOR AMADOR COUNTY, CALIFORNIA DATED MAY 20, 2010.
14. SPECIAL DISTRICTS: PARCEL 215 OF T09
15. PHASING: MINIMUM LOT SIZE SHALL BE 5 THE ACRES.
16. FLOOD ZONE: MINIMUM LOT AREA SHALL BE 5 THE ACRES.
17. SPECIAL DISTRICTS: THE DEVELOPER PLANS TO CONSTRUCT ALL IMPROVEMENTS REQUIRED FOR THE CREATION OF LOTS AND PLINGS IN ACCORDANCE WITH ALL APPLICABLE COUNTY CODES AND THE CONDITIONS OF APPROVAL OF THE TENTATIVE MAP.
18. THERE ARE NO PUBLIC AREAS OR PUBLIC UTILITIES INCLUDED ON THIS PROJECT.
19. THERE ARE NO PUBLIC AREAS OR PUBLIC UTILITIES INCLUDED ON THIS PROJECT.
20. THERE ARE NO PUBLIC AREAS OR PUBLIC UTILITIES INCLUDED ON THIS PROJECT.
21. THERE ARE NO PUBLIC AREAS OR PUBLIC UTILITIES INCLUDED ON THIS PROJECT.
22. THERE ARE NO PUBLIC AREAS OR PUBLIC UTILITIES INCLUDED ON THIS PROJECT.
23. THE FOLLOWING EASEMENTS ARE NOTED IN PRELIMINARY REPORT NUMBER NO. 0011509918 PREPARED BY FIRST AMERICAN TITLE COMPANY AND DATED MARCH 24, 2019 AS REFERS TO THIS PROPERTY (SEE SAID PRELIMINARY REPORT FOR COMPLETE LIST OF EXCEPTIONS):  
 20 \* 18 LEMON FIELD EASEMENT  
 101 OR 538

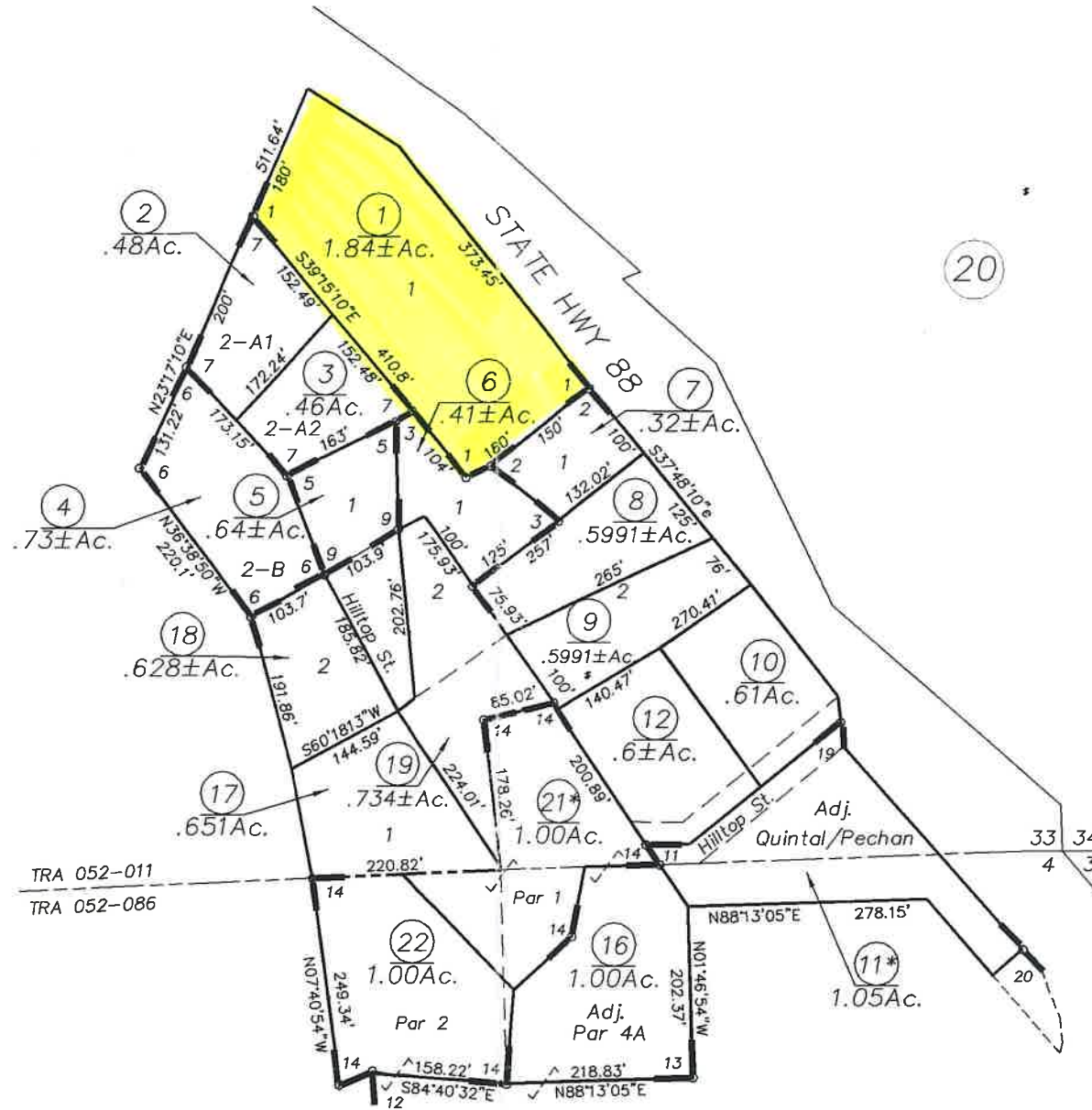
POR SE 1/4, SEC.33, T.7N., R.12E., M.D.B. & M.

30-73

IMPORTANT NOTE: This map was prepared for property tax assessment purposes only. It is assumed that the property, as described in it's deed, is the property being assessed. No liability is assumed for the accuracy of the data delineated hereon.

Map changes become effective with the 2009-2010 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

\*Note: Sec 606 R&T code, multiple revenue districts



- 1- R.M.Bk. 6, Pg.53
- R.M.Bk. 7, Pg.40
- 2- R.M.Bk. 8, Pg.21
- 3- R.M.Bk.20, Pg.79
- 4- R.M.Bk.23, Pg.66
- 5- R.M.Bk.23, Pg.70
- 6- R.M.Bk.26, Pg.12
- 7- R.M.Bk.28, Pg.36
- 8- R.M.Bk.43, Pg.75 (6/6/1989)
- 9- R.M.Bk.44, Pg.44 (4/20/1990)
- 10- R.M.Bk.47, Pg.89 (10/25/1993)
- 11- R.M.Bk.52, Pg.41 (4/27/1999)
- 12- R.M.Bk.54, Pg.69 (5/21/2002)
- 13- R.M.Bk.57, Pg.52 (2/09/2005)
- 14- P.M.Bk.61, Pg.09 (10/7/2008)

RECORDING REQUESTED BY

David S. Thomas  
Attorney at Law

WHEN RECORDED RETURN  
AND MAIL TAX STATEMENTS TO

E. Keith DesVoignes  
44 Main Street  
Jackson, CA 95642



Amador County Recorder  
Sheldon D. Johnson

DOC- 2003-0017110-00

Check Number 2508

REQD BY DAVID THOMAS ESQ

Friday, OCT 24, 2003 16:31:49

Ttl Pd \$12.00

Nbr-0000059977

SDJ/R1/1-3

## Grant Deed

The undersigned Grantor declares under penalty of perjury that the following is true and correct:  
THERE IS NO CONSIDERATION FOR THIS TRANSFER. Documentary Transfer Tax is \$ 0.00.

GRANTORS: E. KEITH DesVOIGNES, a married man as his separate property, who took title as an unmarried man, VICKI SUE THORSTAD, a married woman as her separate property, WILLIAM J. DesVOIGNES, a married man as his separate property, all as tenants-in-common

hereby grant to: KBV - Pine Grove, LLC, a California limited liability company


all of the Grantors' interest in the following described real property in the unincorporated area of the County of Amador, State of California:

See Exhibit "A", consisting of one page, attached hereto and made a part hereof

Assessor's Parcel Number: 030-200-031-000

Dated: October 10, 2003

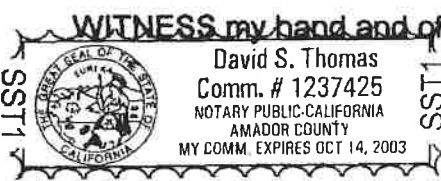
  
E. KEITH DesVOIGNES, Grantor


  
VICKI SUE THORSTAD, Grantor

  
WILLIAM J. DesVOIGNES, Grantor

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF AMADOR )

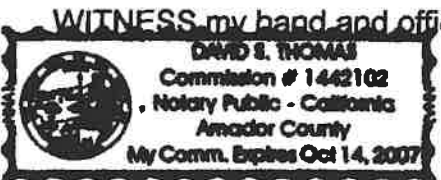
On October 8, 2003, before me, DAVID S. THOMAS, a notary public in and for the State of California, personally appeared E. KEITH DesVOIGNES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.




  
\_\_\_\_\_  
David S. Thomas, Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF AMADOR )

On October 16, 2003, before me, DAVID S. THOMAS, a notary public in and for the State of California, personally appeared VICKI SUE THORSTAD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

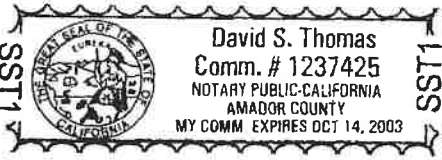



  
\_\_\_\_\_  
David S. Thomas, Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SACRAMENTO )

On October 10, 2003, before me, DAVID S. THOMAS, a notary public in and for the State of California, personally appeared WILLIAM J. DesVOIGNES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
David S. Thomas, Notary Public

## EXHIBIT "A"

The following described real property in the unincorporated area of the County of Amador, State of California, commonly known and described as 20084-20124 Highway 88, Pine Grove, Amador County, California and more particularly described as follows:

All that portion of a parcel of land delineated and designated "To Be Conveyed to Leo Mann, Jr., et ux" on that certain map entitled "RECORD OF SURVEY, PROPERTY OF LILLIAN WALKER PORTION OF LOT 1 BLOCK 4 PINE GROVE AMADOR COUNTY, filed for record in the office of the County Recorder in Book "6" of Maps and Plats, Page 53, Records of Amador County, described as follows:

Beginning at the most Northerly corner of said parcel of land, thence following along the Northeasterly boundary line the following courses and distances, viz: South 52° 42' 50" East, 128.67 feet and South 37° 48' 10" East 373.45 feet more or less to the most Northerly corner of the property conveyed to Charles C. Kornegay, et ux, by deed recorded February 10, 1961 in Book "98" of Official Records, Page 311, Records of Amador County; thence leaving said Northeasterly boundary line South 52° 11' 50" West along the Northwest line of the property so conveyed 100 feet; thence North 39° 45' 20" West to a point on the Northwest line of said parcel of land that bears South 23° 17' 10" West 180 feet from the point of beginning; thence North 23° 17' 10" East along the last said Northwest line 180 feet to the point of beginning.

The southwesterly and Southeasterly lines of said parcel are shown and delineated on Parcel Map No. 1019, filed for record in the office of the County Recorder on May 5, 1972 in Book "20" of Maps and Plats, Page 79, Records of Amador County.

APN: 030-200-031-000



*First American Title*

## First American Title Company

12180 Industry Blvd., Suite 53  
Jackson, CA 95642

Order Number: 0301-5909718 ( )

Escrow Officer: Emily Kuyper  
Phone: (209)223-0740  
Fax No.: (866)289-5057  
E-Mail: ekuyper@firstam.com

E-Mail Loan Documents to: JacksonEDocs@firstam.com

Buyer: TBD  
Property: 20104 State Highway 88  
Pine Grove, CA 95665

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 28, 2019 at 7:30 A.M.

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

To Be Determined

A specific request should be made if another form or additional coverage is desired.

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

KBV - PINE GROVE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY SUBJECT TO ITEM NO. 5, AS TO AN UNDIVIDED 2/3 INTEREST

FRED L. BAKER, TRUSTEE, U.D.T. DATED DECEMBER 30, 1988 AS TO AN UNDIVIDED 1/3 INTEREST

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

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
2. The land lies within the boundaries of proposed community facilities District No. 2014-1 (CLEAN ENERGY), as disclosed by a map filed FEBRUARY 22, 2016 in BOOK 1, PAGE 371 of maps of assessment and community facilities districts.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. An easement for LEACHING FIELD TO SERVE THE SEPTIC SANITARY SYSTEM and incidental purposes, recorded JULY 13, 1961 as BOOK 101, PAGE 558 of Official Records.  
In Favor of: CHARLES C. KORNEGAY AND MARY ELLEN KORNEGAY  
Affects: A 30x15 PORTION OF SAID PROPERTY LOCATED IN THE NORTHEAST CORNER

5. The effect of a document entitled "GRANT DEED", recorded OCTOBER 24, 2003 as INSTRUMENT NO. 2003-17110 of Official Records.

**THE REQUIREMENT THE DOCUMENT IS RE-RECORDED TO INCLUDE A COMPLETE AND CORRECT LEGAL DESCRIPTION**

6. A deed of trust to secure an original indebtedness of \$26,500.00 recorded AUGUST 22, 2017 as INSTRUMENT NO. 2017-6480 OF OFFICIAL RECORDS.  
Dated: AUGUST 15, 2017  
Trustor: GOLDEN CHAIN ASSOCIATES  
Trustee: FIRST AMERICAN TITLE, A CALIFORNIA CORPORATION  
Beneficiary: FRED BAKER TRUST, TRUSTEE FRED BAKER

**Notes:**

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:
  - i. Original note and deed of trust.
  - ii. Payoff demand statement signed by all present beneficiaries.
  - iii. Request for reconveyance signed by all present beneficiaries.
- b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
- c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

7. Any right, title or interest of GOLDEN CHAIN ASSOCIATES, as disclosed by the document recorded AUGUST 22, 2017 as INSTRUMENT NO. 2017-6480 of Official Records.
8. Any right, title or interest of the spouse (if any) of ELWOOD B. DES VOIGNES; LORNA E. DES VOIGNES; ; VICKI SUE THORSTAND; WILLIAM J. DESVOIGNES AND E. KEITH DESVOIGNES.
9. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
10. Rights of parties in possession.

**Prior to the issuance of any policy of title insurance, the Company will require:**

11. With respect to the trust referred to in the vesting:
  - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.



12. With respect to KBV-PINE GROVE, LLC, a limited liability company:
  - a. A copy of its operating agreement and any amendments thereto;
  - b. If it is a California limited liability company, that a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) be recorded in the public records;
  - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
  - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, that such document or instrument be executed in accordance with one of the following, as appropriate:
    - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
    - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
  - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require
  
13. A deed from the spouse (if any) of ELWOOD B. DES VOIGNES; LORNA E. DES VOIGNES; ; VICKI SUE THORSTAND; WILLIAM J. DESVOIGNES AND E. KEITH DESVOIGNES be recorded in the public records, or the joinder of the spouse named herein on any conveyance, encumbrance or lease to be executed by said married person.

The deed should contain the following statement:  
"It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property."

**INFORMATIONAL NOTES**

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2018-2019.

|                     |                  |
|---------------------|------------------|
| First Installment:  | \$4,091.20, PAID |
| Penalty:            | \$0.00           |
| Second Installment: | \$4,091.20, PAID |
| Penalty:            | \$0.00           |
| Tax Rate Area:      | 052-011          |
| A. P. No.:          | 030-730-001      |

2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as 20104 STATE HIGHWAY 088, PINE GROVE, CALIFONRIA.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

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

### LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Amador, State of California, described as follows:

ALL THAT PORTION OF A PARCEL OF LAND DELINEATED AND DESIGNATED "TO BE CONVEYED TO LEO MANN, JR., ET UX" ON THAT CERTAIN MAP ENTITLED 'RECORD OF SURVEY, PROPERTY OF LILLIAN WALKER PORTION OF LOT 1 BLOCK 4 PINE GROVE AMADOR COUNTY, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER IN BOOK "6" OF MAPS AND PLATS, PAGE 53, RECORDS OF AMADOR COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL OF LAND; THENCE FOLLOWING ALONG THE NORTHEASTERLY BOUNDARY LINE THE FOLLOWING COURSES AND DISTANCES VIZ: SOUTH 52° 42' 50" EAST, 128.67 FEET AND SOUTH 37° 48' 10" EAST, 373.45 FEET MORE OR LESS TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO CHARLES C. KORNEGAY, ET UX, BY DEED RECORDED FEBRUARY 10, 1961 IN BOOK "98" OF OFFICIAL RECORDS, PAGE 311, RECORDS OF AMADOR COUNTY; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY LINE SOUTH 52° 11' 50" WEST ALONG THE NORTHWEST LINE OF THE PROPERTY SO CONVEYED 180 FEET; THENCE NORTH 39° 45' 20" WEST TO A POINT ON THE NORTHWEST LINE SAID PARCEL OF THE LAND THAT BEARS SOUTH 23° 17' 10" WEST 180 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 23° 17' 10" EAST ALONG THE LAND SAID NORTHWEST LINE 180 FEET TO THE POINT OF BEGINNING.

THE SOUTHWESTERLY AND SOUTHEASTERLY LINES OF SAID PARCEL ARE SHOWN AND DELINEATED ON PARCEL MAP NO. 1019, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON MAY 5, 1972 IN BOOK "20" OF MAPS AND PLATS, PAGE 79 RECORDS OF AMADOR COUNTY.

EXCEPTING THEREFROM BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL, THENCE (1) ALONG THE NORTHWESTERLY LINE THEREOF, SOUTH 22° 33' 12" WEST, 7.08 FEET; THENCE (2) SOUTH 51° 12' 41" EAST, 179.20 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID PARCEL; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURSES: (3) NORTH 38° 34' 03" WEST, 54.24 FEET AND (4) NORTH 53° 28' 43" WEST, 128.36 FEET TO THE POINT OF BEGINNING

APN: 030-730-001-000 Portion of

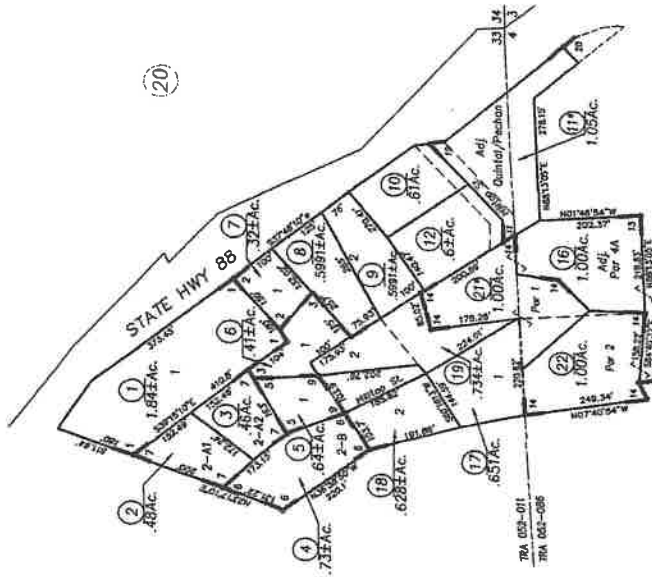
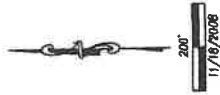
30-73

POR SE 1/4, SEC.33, T.7N., R.12E., M.D.B. & M.

**IMPORTANT NOTE:** This map was prepared for assessor's tax assessment purposes only. It is assumed that the property, as described in it's deed, is the property being assessed. No liability is assumed for the accuracy of this data obtained hereon.

Map changes become effective with the 2009-2010 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

Note: Sec 006 R&T code, multiple revenue districts



- 1- R.M.Bk. 6, Pg.53
- R.M.Bk. 7, Pg.40
- 2- R.M.Bk. 8, Pg.21
- 3- R.M.Bk.20, Pg.79
- 4- R.M.Bk.23, Pg.66
- 5- R.M.Bk.23, Pg.70
- 6- R.M.Bk.26, Pg.12
- 7- R.M.Bk.28, Pg.36
- 8- R.M.Bk.43, Pg.75 (6/2/1988)
- 9- R.M.Bk.44, Pg.44 (6/26/1980)
- 10- R.M.Bk.47, Pg.89 (10/25/1981)
- 11- R.M.Bk.52, Pg.41 (4/12/1986)
- 12- R.M.Bk.54, Pg.69 (6/21/2000)
- 13- R.M.Bk.57, Pg.52 (4/28/2000)
- 14- P.M.Bk.61, Pg.09 (6/27/2008)

(2)

Assessor's Map Bk.30, Pg.73  
 County of Amador, Calif.

***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA STANDARD COVERAGE POLICY – 1990**  
**EXCLUSIONS FROM COVERAGE**

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

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

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

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

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

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;

- d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
  3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
  4. Risks:
    - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
    - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
    - c. that result in no loss to You; or
    - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
  5. Failure to pay value for Your Title.
  6. Lack of a right:
    - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
    - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
  7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
  8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:  
 For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.  
 The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

|                  | <u>Your Deductible Amount</u>   | <u>Our Maximum Dollar Limit of Liability</u> |
|------------------|---|--|
| Covered Risk 16: | 1% of Policy Amount Shown in Schedule A or \$2,500<br>(whichever is less) | \$10,000                                     |
| Covered Risk 18: | 1% of Policy Amount Shown in Schedule A or \$5,000<br>(whichever is less) | \$25,000                                     |
| Covered Risk 19: | 1% of Policy Amount Shown in Schedule A or \$5,000<br>(whichever is less) | \$25,000                                     |
| Covered Risk 21: | 1% of Policy Amount Shown in Schedule A or \$2,500<br>(whichever is less) | \$5,000                                      |

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;  
 (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or  
 (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

#### EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

##### [PART I

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

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

##### PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

#### 2006 ALTA OWNER'S POLICY (06-17-06)

##### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;



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

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

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

##### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

- Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
  8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
  9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
  10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



**Privacy Information**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

**Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

**Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



8/27/2019

NCIC File No.: AMA-19-34

Gina Waklee  
Toma and Associates  
41 Summit Street  
Jackson, CA 95642

Records Search Results for  
APN: 030-730-001 (KBV-Pine Grove, LLC and Fred Baker Trust)

Gina Waklee:

Per your request received by our office on 8/27/2019, a complete records search was conducted by searching California Historic Resources Information System (CHRIS) maps for cultural resource site records and survey reports in Amador County within a 1/4-mile radius of the proposed project area.

Review of this information indicates that the proposed project area contains zero (0) prehistoric-period resource(s) and zero (0) historic-period cultural resource(s). Additionally, two (2) cultural resources study reports on file at this office cover a portion of the proposed project area.

Outside the proposed project area, but within the 1/4-mile radius, the broader search area contains zero (0) prehistoric-period resource(s) and six (6) historic-period cultural resource(s): historic-era buildings, mining shaft, trash scatters, and a foundation. Additionally, four (4) cultural resources study reports on file at this office cover a portion of the broader search area.

In this part of Amador County, archaeologists locate prehistoric-period habitation sites on elevated landforms near streams (Moratto 1984:173). This region is known as the ethnographic-period territory of the Plains Miwok. The Plains Miwok inhabited the lower reaches of the Mokelumne and Cosumnes River and both banks of the Sacramento River from Rio Vista to Freeport (Wilson and Towne 1978:398). The proposed project search area is situated in the Sierra Nevada foothills about one-eighth of a mile west of an intermittent stream. Given the extent of known cultural resources and the environmental setting, there is low potential for locating prehistoric-period cultural resources in the immediate vicinity of the proposed project area.

Within the search area, the 1870 GLO plat of T7N, R12E shows evidence of nineteenth-century roads. The 1949 Pine Grove 7.5' USGS topographical map shows evidence of twentieth-century buildings and paved and unpaved roads in the vicinity. Given the extent of known cultural resources and patterns of local history, there is low potential for locating historic-period cultural resources in the immediate vicinity of the proposed project area.

### SENSITIVITY STATEMENT:

- 1) With respect to cultural resources, it appears that the proposed project area **is not sensitive**.
- 2) Should the lead agency/authority require a cultural resources survey, a list of qualified local consultants can be found at <http://chrisinfo.org>.
- 3) If cultural resources are encountered during the project, avoid altering the materials and their context until a qualified cultural resources professional has evaluated the project area. Project personnel should not collect cultural resources. Prehistoric-period resources include: chert or obsidian flakes, projectile points, and other flaked-stone artifacts; mortars, grinding slicks, pestles, and other groundstone tools; and dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic-period resources include: stone or adobe foundations or walls; structures and remains with square nails; mine shafts, tailings, or ditches/flumes; and refuse deposits or bottle dumps, often located in old wells or privies.
- 4) Identified cultural resources should be recorded on DPR 523 (A-J) historic resource recordation forms, available at [http://ohp.parks.ca.gov/?page\\_id=1069](http://ohp.parks.ca.gov/?page_id=1069).
- 5) Review for possible historic-period cultural resources has included only those sources listed in the referenced literature and should not be considered comprehensive. The Office of Historic Preservation has determined that buildings, structures, and objects 45 years or older may be of historical value. If the area of potential effect contains such properties not noted in our research, they should be assessed by an architectural historian before commencement of project activities.

Due to processing delays and other factors, not all of the historical resource reports and resource records that have been submitted to the Office of Historic Preservation are available via this records search. Additional information may be available through the federal, state, and local agencies that produced or paid for historical resource management work in the search area. Additionally, Native American tribes have historical resource information not in the California Historical Resources Information System (CHRIS) Inventory, and you should contact the California Native American Heritage Commission for information on local/regional tribal contacts.

The California Office of Historic Preservation (OHP) contracts with the California Historical Resources Information System's (CHRIS) regional Information Centers (ICs) to maintain information in the CHRIS inventory and make it available to local, state, and federal agencies, cultural resource professionals, Native American tribes, researchers, and the public. Recommendations made by IC coordinators or their staff regarding the interpretation and application of this information are advisory only. Such recommendations do not necessarily represent the evaluation or opinion of the State Historic Preservation Officer in carrying out the OHP's regulatory authority under federal and state law.

Thank you for using our services. Please contact North Central Information Center at (916) 278-6217 if you have any questions about this record search. An invoice is enclosed.

Sincerely,

Paul Rendes, Assistant Coordinator  
North Central Information Center

# OFFICIAL RECEIPT

COUNTY OF AMADOR  
Jackson, California

Date October 8 2019

RECEIVED FROM Pine Grove Village

ADDRESS 44 Main Street Jackson, CA 95642

Four thousand, three hundred and nineteen DOLLARS (\$ 4319.00 )

For T.P.M. #2888 application (\$3,690), MND filing (\$580.00)

Recording Administrative Fee (\$50.00)

APN: 030-730-001

| ACCOUNT     |        |    | How Paid ✓  |      |
|-------------|--------|----|-------------|------|
| Amount Due  | \$4319 | 00 | Cash        |      |
| Amount Paid | \$4319 | 00 | Check       | 5616 |
|             |        |    | Money Order |      |
|             |        |    |             |      |

Planning Department  
By Krista Ruesch Deputy

**NO 87920**