

September 13, 2023

# VIA CERTIFIED MAIL

Veronica Alcaraz C&C Elite Properties LLC 5462 Valerie Avenue Woodland Hills, CA 91367 C&C Elite Properties LLC 13294 Ralston Avenue Sylmar, CA 91342

# RE: Official Offer of Fair Market Value, Just Compensation, for the Acquisition of Interests in Real Property for Construction of Well 8 and Related Easements [California Government Code § 7267.2]

Dear Ms. Alcaraz:

This letter concerns the acquisition by the Frazier Park Public Utility District ("Frazier Park" or "District") of a well site (the "Site") and temporary and permanent construction, access, and pipeline easements (the "Easements") in connection with Frazier Park-Lake of the Woods Regional Water Supply Project and the District's Well 5 replacement efforts related to it. As part of the replacement of Well 5, the District must construct a new well, which is designated as District's Well 8, and a new underground water pipeline that is appurtenant to the Well. The District seeks to acquire the Site and Easements by agreement, but is prepared to acquire the Site and Easements by eminent domain if necessary. The District has studied and tested alternative locations for a well to supplement and eventually replace Well 5, which is nearing the end of its useful life, and determined that acquisition of the Site and Easements, and the construction, operation repair and maintenance of Well 8 and the underground water pipeline (collectively, the "Project") is necessary to the District's ability to fulfill the public purpose of satisfying its obligations to its customers to provide a safe and reliable water supply.

The Project will be situated on a portion of Section 31, Township 9 North, Range 19 West, and Section 5 and 6, Township 8 North, Range 19 West, San Bernardino Meridian, in the County of Kern, State of California. The Site would be used for the construction, operation, repair and maintenance of Well 8. The Easements would be for (i) access and positioning of drilling equipment, temporary storage of well construction materials, and drilling crews, together with the right to operate drilling equipment thereon, (ii) construction, operation, and maintenance of underground water pipelines, and (iii) access the Site to construct, operate, repair and maintain Well 8. The Site and the Easements are more particularly described and shown in Exhibits "A" and "B" to the Grant Deed and various Easement agreements attached hereto and incorporated herein by this reference. This offer is based on the most current information available to the District, and is intended to be made to the owner or owners of the entire fee title to the Property.

Veronica Alcaraz September 13, 2023 Page 2

If you are not the sole owner(s) of the above-described Property, or if there are other owners of the Property, please inform me immediately.

The District has hired licensed appraisers Michael Ming and Emily Ming, Certified General Real Estate Appraiser, Alliance Ag, 5401 Business Park South, Suite 122, Bakersfield, California 93309, to determine the fair market value and just compensation for the Site and Easements. According to Alliance Ag's Feburary 17, 2023, appraisal of the Site and the Easements, just compensation is **\$8,488.00**. Based on the appraisal, the District hereby offers to pay you **\$8,488.00** as just compensation in exchange for the Grant Deed, Temporary Construction Easement Agreement, Access Easement Agreement, and Underground Water Pipeline Easement Agreement that conveys to the District fee simple title to the Site and the Easements free and clear of monetary liens, leases, and any encumbrances, encroachments, conditions, restrictions or other things that may potentially make the Site or the Easements unsuitable for the District's intended use for the Project, which amount is not less than the appraised fair market value of the interests to be acquired including severance damages and offsets for special benefits. This offer is conditioned on the District's ratification of the above offer by acceptance of a fully executed Grant Deed and Easement Deeds (as specified in California Government Code section 27281) consistent with the foregoing offer, adoption of a resolution of necessity, or both.

Enclosed please find the proposed Grant Deed and Easement Deeds, with attached legal descriptions and final plat drawing (Exhibits "A" and "B") showing the specific locations and terms and conditions of the Site and the Easements. If the above offer is acceptable, and the title and parties for signature are correctly listed, please sign and date the Grant Deed and Easement Deeds in the presence of a Notary Public, and return it to our office for recordation as soon as possible. Following recordation, the District will provide you with a copy of the recorded Grant Deed and Easement Deed along with payment therefor. In order to avoid the filing of an eminent domain action and to meet the District's construction schedule, the District requests that you respond to this offer as soon as possible but not later than September 29, 2023.

Pursuant to California Government Code section 7267.2, an Appraisal Report is enclosed for your review. If you have any questions or concerns related to the Appraisal Report, please let me know.

Pursuant to California Code of Civil Procedure section 1263.025(a), Frazier Park is required to, and hereby does, offer to pay the reasonable costs, not to exceed \$5,000.00, of an independent appraisal ordered by you, as the owner of the Property on which the Site and the Easements the District seeks to purchase are located. You are not required to order an independent appraisal, but, if you decide to order such appraisal, the appraisal must be conducted by an appraiser licensed by the Office of Real Estate Appraisers. The District is not required to accept the conclusions of such appraisal.

In the event we cannot reach agreement, it will be necessary for the District to initiate condemnation proceedings in order to acquire the Site and the Easements. In this regard, please find the enclosed Informational Pamphlet required by California Government Code section 7267.2(a) detailing the process of eminent domain and the rights of property owners under the Eminent Domain Law. As eminent domain is the least desirable method to accomplish the

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District's goals, we hope such proceedings will not be necessary. On the other hand, time is of the essence and the District will have no choice but to file an eminent domain action if an agreement cannot be reached within a reasonable amount of time in the near future.

If you have any questions or concerns, and would like to discuss this offer further, you may contact the District's engineer. Dee Jaspar, at (661) 393-4796, or your attorney may contact the District's counsel, Alan Doud, at (661) 327-9661. Thank you for your time and cooperation.

Very truly yours,

Rebecca Gipson,

President

Encl.: Grant Deed Easement Deeds Summary Appraisal Report **Eminent Domain Informational Pamphlet** 

# Well 5 Replacement Project of the Frazier Park Public Utility District ("Project")

# **EMINENT DOMAIN – Informational Pamphlet**

# I. Introduction

Eminent domain is the power of the government to purchase private property for a "public use" so long as the property owner is paid "just compensation." The decision to acquire private property for a public project usually involves many persons and many decisions. The final decision to proceed with a project that requires acquisition of private property is made by the condemning agency after a thorough review of the project, which often includes public hearings.

In this case, the condemning agency is the **Frazier Park Public Utility District** (hereafter referred to as "District"). District is seeking to acquire a well site and related temporary and permanent construction, access, and pipeline easements for use in connection with the Project referenced above. Whenever feasible, District tries to avoid use of the eminent domain power to acquire interests in real property, but sometimes it is necessary.

This pamphlet provides information about the eminent domain process and the rights of property owners in that process.<sup>1</sup>

# • What is a "public use"?

The power of eminent domain may be exercised to acquire property only for a public use. Where the Legislature provides by statute that a use, purpose, object, or function is one for which the power of eminent domain may be exercised, such action is deemed to be a declaration by the Legislature that such use, purpose, object, or function is a public use. A public use usually concerns a community or promotes the general interest in relation to government objectives like public health and safety. Public uses include a wide variety of projects such as, for example, street improvements, construction of water storage facilities, construction of civic buildings, redevelopment of blighted areas, and levee improvements to increase flood protection.

<sup>&</sup>lt;sup>1</sup> This pamphlet is intended to provide property owner(s) with information detailing the process of eminent domain and the property owner's right under the Eminent Domain Law, as required by Government Code § 7267.2(a)(2). However, the information in this pamphlet is not, nor should it be construed as, legal advice. You should consult with qualified legal counsel regarding your specific situation rather than relying on this pamphlet as legal advice. Furthermore, the information herein is not intended to limit District's legal rights including, but not limited to, under the Eminent Domain Law.

#### • What is "just compensation"?

In general, just compensation is the **fair market value** of the property being acquired by the government. The statutory definition of fair market value is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available. The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

#### II. The Eminent Domain Process and Your Rights

The eminent domain process begins with a public use project. When selecting a project location, the goal is to render the greatest public good and the least private injury or inconvenience. If it is determined that all or a portion of real property may be necessary for a public use project, **District** will establish an amount which it believes to be just compensation for such property, and make an offer to the owner or owners of record to acquire the property for the full amount so established, unless the owner cannot be located with reasonable diligence. In no event shall the amount be less than the condemning agency's approved appraisal of the fair market value of the property. Any decrease or increase in the fair market value of real property to be acquired prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for the improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant, shall be disregarded in determining the just compensation for the property.

#### How is the fair market value of your property determined?

**District** will hire an independent, accredited appraiser familiar with local property values to inspect and appraise your property. After the inspection, the appraiser will complete an appraisal that will include the appraiser's determination of your property's fair market value and the information upon which the fair market value is based. The appraiser will provide **District** with the appraisal. **District** will then contact you with a written offer for your property along with a summary of the appraisal (described in more detail below). The offer will be for no less than the amount of the appraisal.

• What factors does the appraiser consider in determining fair market value?

Each parcel of real property is different and, therefore, no single formula can be used to appraise all properties. Among the factors an appraiser typically considers in estimating fair market value are:

• The location of the property;

- The age and condition of improvements on the property;
- How the property has been used;
- Whether there are any lease agreements relating to the property;
- Whether there are any environmental issues, such as contaminated soil;
- Applicable zoning and land use requirements;
- How the property compares with similar properties in the area that have been sold recently;
- How much it would cost to reproduce the buildings and other structures, less any depreciation; and
- How much rental income the property produces, or could produce if put to its highest and best use

# • Will I receive a copy of the appraisal?

**District** is only required to show you a copy of the full appraisal if your property is an owner-occupied residential property with less than four residential units. Otherwise, **District** is not required to disclose its full appraisal during negotiations (though different disclosure requirements apply during the litigation process if the issue of fair market value goes to court). Instead, **District** is required to provide you with its purchase offer together with a written statement of, and summary of the basis for, its offer ("Summary of Appraisal"). Among other things, the Summary of Appraisal must contain detail sufficient to indicate clearly the basis for **District**'s offer, including, but not limited to, all of the following information:

- The date of valuation, highest and best use, and applicable zoning of the property to be acquired by **District**;
- The principal transactions, reproduction or replacement costs analysis, or capitalization analysis, supporting the appraiser's determination of fair market value; and
- Where appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.

# • Can I have my own appraisal done?

Yes. You may decide to obtain your own appraisal of the property in negotiating the fair market value with **District**. At the time of making its initial offer to you, **District** must offer to reimburse you the reasonable costs, not to exceed \$5,000, of an independent appraisal of your property. The independent appraisal must be conducted by an appraiser licensed by the Office of Real Estate Appraisers.

# • What advantages are there in selling my property to District?

A real estate transaction with **District** involving the acquisition of fee title to real property is usually handled in much the same way as the sale of private property. However, there may be financial and tax advantages to selling to **District**.

- If you reach an agreement to sell your property to District, you will not be required to pay for the following costs normally associated with closing an escrow for the purchase of real property: (1) escrow settlement fees; (2) title insurance premiums; (3) recording fees; (4) documentary transfer taxes; and (5) notary fees. District will pay all these costs, even if they are customarily paid by the seller.
- Although **District** cannot give you tax advice or direction, you might also be eligible for certain tax advantages including the following:
  - In some cases, if the money you receive from **District** is used to buy a similar property within a limited period of time, you may not have to pay or may be able to defer payment of income tax or capital gains tax on the sale. You should check with the Internal Revenue Service (IRS) for details or consult your personal tax advisor.
  - There may be property tax advantages for buying a replacement property so long as the purchase price of the replacement property does not exceed 120 percent of the sales price paid by **District** for your property. **Again, consulting with a tax professional is recommended.**

# • If only a portion of my property is taken, will I be paid for the loss to my remaining property?

In general, when only a part of your property is needed, every reasonable effort is made to ensure you do not suffer a financial loss to the "remainder" property. However, **District** will pay you the fair market value of the property being taken as well as compensation for any loss in value to your remaining property not offset by the benefits conferred by the Project, as required by the Eminent Domain Law. The compensation for the loss in value to your remaining property is often referred to as "severance damages."

# • Will I be compensated for loss of goodwill to my business?

If you are the owner of a business that is conducted on the property being taken, you may have a right to compensation for lost business goodwill. "Goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of a new patronage.

# • What will happen to the loan on my property?

Once fair market value is agreed upon, payment to satisfy outstanding loans or liens will usually be made through a title company as in any other real estate transaction.

# • Do I have to sell at the price offered?

No. If you and **District** are unable to reach an agreement on a mutually satisfactory price, you are not obligated to sign an offer to sell. However, **District** may, after taking whatever further steps maybe required by the Eminent Domain Law (detailed below), file a condemnation lawsuit to acquire the property that is the subject of its offer.

# • If I agree to accept District's offer, how soon will I be paid?

If you reach a voluntary agreement to sell your property and your ownership (title) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 90 days after you sign a purchase contract, but the date of payment will usually occur when escrow closes.

# • What happens if we are unable to reach an agreement on the property's fair market value?

To the greatest extent practicable, **District** will make every reasonable effort to acquire your property by negotiated purchase. If, however, the negotiations are unsuccessful, **District** may commence a lawsuit, known and referred to herein as an eminent domain or condemnation action, in a court located within the same county where your property is located.

The first step is for **District's** staff to request authority from **District's Board of Directors ("Board")** to file a condemnation action. The approval from the Board is called a "Resolution of Necessity" ("RON"). In considering whether to adopt the RON, the Board must determine whether the public interest and necessity require the Project, whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury, and whether your property is necessary for the Project. You will be given notice and an opportunity to request a hearing and appear before **District's** Board when it considers whether to adopt the RON. You should consult legal counsel prior to the hearing on the RON because failure to request a hearing and object to the taking of your property at the hearing could potentially bar you from challenging **District's** right to take your property at a later date in the condemnation proceedings.

If the Board adopts the RON, **District** can, and usually will, promptly file a complaint in an eminent domain action to acquire title to the property upon payment of the property's fair market value. **District** is the plaintiff and anyone with a legal interest in the property, as determined from a title report or litigation guarantee for the property, will usually be named as defendants. Often, **District** will also deposit the amount of the offer it made to you with the State Treasurer.

# • Can District acquire possession of my property before an agreement is reached or a final determination is made as to the property's fair market value?

In some cases, **District** may decide it needs possession of the property before the property's fair market value is finally determined in the condemnation action. In such a case, **District** must apply to the court for an "order for possession" to allow it to take possession and control of the property prior to resolution of the property's fair market value. In general, **District** is required to file a motion and schedule a hearing with the court on the proposed order for possession and give you notice of the hearing must generally be sent 90 days before the hearing date if the property is occupied and 60 days before the hearing date if the property is unoccupied. However, it may be possible for **District** to seek an order for possession based on an *ex parte* application (instead of a notice motion) if there is an urgent need for possession of the property, in which case the hearing, if any, is held based on much shorter notice -- typically less than 24 hours. In either case, a judge will decide whether the order for possession should be granted.

# • Can I oppose the motion or *ex parte* application for an order for possession?

Yes. You generally oppose the motion or application by serving **District's** attorney and the court with your written opposition within the period of time set forth in the notice of hearing and appearing and objecting at the hearing on the motion.

# • Will I receive assistance with relocation?

Any person, business, or farm operation displaced as a result of the property acquisition is entitled to relocation advisory and financial assistance for eligible relocation expenses, such as moving expenses. The amount of relocation compensation is determined on a case-by-case basis in accordance with prescribed law. Relocation benefits are handled separate and apart from the determination of the property's fair market value and are not part of the eminent domain process.

# • Can I withdraw the amount deposited with the State Treasurer before the eminent domain action is completed, even if I don't agree that the amount reflects the fair market value of my property?

Yes. Subject to the rights of any other persons having a property interest (such as a lender or co-owner), you may withdraw the amount deposited with the State Treasurer before the eminent domain action is completed. If you withdraw the amount on deposit you may still seek a higher fair market value during the eminent

domain proceedings; **however**, you may not contest the right of **District** to take the property for a public purpose.

# • Can you contest District' acquisition of the property?

Yes. Provided you have not withdrawn the amount deposited (and have not otherwise waived your right to challenge the acquisition), you can challenge in court **District's** right to acquire or take your property.

# • What happens in an eminent domain trial?

The main purpose of an eminent domain trial is to determine **District**' right to take the property (if challenged) and the fair market value of your property, including compensable interests such as lost business goodwill caused by the taking or severance damages. The trial is usually conducted before a judge and jury. You (and any others with interests in the property) and **District** will have the opportunity to present evidence of value, and the jury will determine the property's fair market value. In cases where the parties choose not to have a jury, the judge will decide the property's fair market value. Generally, each party to the litigation must disclose its respective appraisals to the other parties prior to trial. The property owner presents evidence on the issue of compensation first and commences and concludes the argument on the issue of compensation. Generally, neither **District**, the property owner, nor any other defendant has the burden of proof on the issue of compensation.

If you challenge **District's** right to take or acquire the property, the trial will also determine whether or not **District** has the legal right to acquire the property. In such cases, the judge (not the jury) will make this determination before any evidence is presented concerning the property's fair market value.

At the end of the trial, assuming that **District** is found to have the right to take the property, the judge will enter a judgment requiring **District** to pay fair market value and other just compensation, including any severance damages, to the property owner and, potentially, other defendants with interests in the property. Once **District** pays the amount listed in the judgment, the judge will enter a final order of condemnation. **District** will then record the final order with the County Recorder, and title to the property will then pass to **District**.

# • Are you entitled to interest?

Anyone receiving compensation in an eminent domain action is generally entitled to interest on that compensation from the date the condemning agency takes possession of the property until the person receiving the compensation has been fully paid. The rate and calculation of the interest is determined under formulas in State law.

#### • Will District be required to pay your attorneys' fees and/or costs?

In an eminent domain action, you are generally entitled to be reimbursed by the condemning agency for your court costs such as court filing fees. On the other hand, the property owner is not necessarily entitled to attorneys' fees. However, in some circumstances, you may also be entitled to be reimbursed by the condemning agency for your litigation expenses (which includes attorneys' fees) incurred in defending the lawsuit. Whether you will be entitled to receive reimbursement of litigation expenses will depend on the particular facts and circumstances of the case and the reasonableness of offers and demands for compensation made before and after the lawsuit.



# PERMANENT WELL SITE, TEMPORARY CONSTRUCTION, ACCESS, AND PIPELINE EASEMENTS FRAZIER MOUNTAIN PARK RD. FRAZIER PARK, CALIFORNIA 93225

Date of Value February 17, 2023

4905.00

INTRODUCTION



September 2, 2023

Mr. Dee Jaspar Principal Engineer 2730 Unicorn Rd, Bldg. A Bakersfield, CA 93308

#### **RE:** Frazier Park Public Utility District

Dear Mr. Jaspar:

In response to your request, we have inspected the above captioned property for the purpose of providing an estimate of market value of the subject property, as of February 17, 2023.

This written real property appraisal has been prepared as an <u>Appraisal Report</u> in conformance with Standards Rule 2 of the <u>Uniform Standards of Professional</u> <u>Appraisal Practice</u>, 2022 Edition (USPAP), published by The Appraisal Foundation.

Market value as herein used is defined as the most probable price in terms of money which the subject property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

As a result of my investigation, it is my opinion that the market value of the subject property, assuming a reasonable exposure period of 6 months, as of February 17, 2023, is as follows:

Larger Parcel Value	\$3,036,400
Just Compensation	\$8,488

Your attention is invited to the attached appraisal report from which, in part, the above value conclusion was derived.

Sincerely,

ALLIANCE APPRAISAL

Certificate No. AG026938 State/Exp. Date: CA/07-13-23

mily Ming

Emily A. Ming Certificate No. 3003661 State/Exp. Date: CA/03-31-24

BUSINESS ADDRESS: 5401 Business Park South Suite 122 Bakersfield, CA 93309

661.631.0391 661.631.0392 Fax

INTERNET ADDRESS: http://www.allianceappr.com

E-MAIL: mming@allianceappr.com

# APPRAISAL

# **FRAZIER PARK PUBLIC UTILITY DISTRICT**

MADE AT THE REQUEST

OF

Dee Jaspar Principal Engineer 2730 Unicorn Rd, Bldg. A Bakersfield, CA 93308

> September 2, 2023 Kern County, California

# SALIENT FACTS

SHORT LEGAL DESCRIPTION	All that certain real property situated in the County of Kern, State of California, described as follows:	
	Portions of Section 31, Township 9 North, Range 19 West and the Sections 5 and 6, Township 8 North, Range 19 West, San Bernardino Meridian, according to the office plat thereof.	
ASSESSOR'S PARCEL NO.	255-320-28; and 255-560-01, -05, -37, -38	
OWNER OF RECORD	C&C Elite Properties LLC, a California Limited Liability Company	
LARGER PARCEL AREA	303.64 Assessed Acres	
ACQUISITION AREA	0.82 Acre (34,719 square feet)	
DATE OF VALUE	February 17, 2023	
DATE OF REPORT	September 2, 2023	
INTENDED USER	The Client and intended user is Frazier Park Public Utility District. Other intended users may include Dee Jaspar and Associates.	
PRESENT USE	Rural residential and horse facilities.	
HIGHEST AND BEST USE	Uses allowed under current zoning.	
VALUE INDICATED BY		
COST APPROACH	NA	
SALES COMPARISON APPROACH Larger Parcel Value Just Compensation	\$3,036,400 \$8,488	
INCOME APPROACH	NA	
FINAL ESTIMATE OF VALUE Larger Parcel Value Just Compensation	\$3,036,400 \$8,488	
REASONABLE EXPOSURE PERIOD	6 Months	

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DESCRIPTION, ANALYSIS AND CONCLUSION

### **PURPOSE OF APPRAISAL**

The purpose of this appraisal is to estimate the market value of the subject property for fee and easement acquisition.

#### **OWNER OF RECORD**

According to the Kern County Official Records Recorder, the legal owner of record is as follows:

C&C Elite Properties LLC, a California Limited Liability Company

# **EFFECTIVE DATE OF APPRAISAL AND DATE OF THE REPORT**

The effective date of this appraisal is February 17, 2023. The date of the report is September 2, 2023.

### **INTENDED USE AND INTENDED USER**

The intended use of this appraisal is to provide the client with an estimate of market value or values of the acquisitions, to evaluate severance damages, and any potential benefits. No other uses are allowed and under no circumstances shall this report be used in part or copied without the appraiser's prior written approval.

The intended user of this appraisal will be Frazier Park Public Utility District. Other intended users may include Dee Jaspar and Associates. No other users are intended by the appraiser.

# **PROPERTY RIGHTS TO BE APPRAISED**

The property rights to be appraised are the fee simple and easement interest in the subject property, subject to conditions and reservations of record and exclusive of minerals.

## **DEFINITION OF MARKET VALUE**

The definition of market value, as herein used, is as follows:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

A. Buyer and seller are typically motivated;

- B. Both parties are well informed or well advised, and each is acting in what he considers to be his own best interest;
- C. A reasonable time is allowed for exposure in the open market;
- D. Payment is made in cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- E. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."<sup>1</sup>

The essential difference between market price and market value, as above defined, lies in the premise of intelligence, knowledge and willingness, all of which are contemplated in market value, but not in market price. Stated differently, at any given moment of time, market value represents what a property is actually worth, and market price represents what it may be sold for.

#### **DEFINITION OF EMINENT DOMAIN**

The definition of eminent domain, as herein used, is as follows:

"The right of the government to take private property for public use upon the payment of just compensation. The Fifth Amendment of the U.S. Constitution, also known as the "takings clause," guarantees payment of just compensation upon appropriation of private property.<sup>2</sup>

<sup>&</sup>lt;sup>1</sup> Title XI FIRREA, 32, 42 (f).

<sup>2</sup> The Dictionary of Real Estate Appraisal, 3d ed., 116

# **DEFINITION OF JUST COMPENSATION**

The definition of just compensation, as herein used, is as follows:

"...the amount of loss for which a property owner is compensated when his or her property is taken; should put the owner in as good a position pecuniarily as he or she would be if the property has not been taken; generally held to be market value, but courts have refused to rule that it is always equivalent to market value."<sup>3</sup>

# **DEFINITION OF STATE RULE**

The definition of state rule, as herein used, is as follows:

"In condemnation, the process of determining just compensation by estimating the value of the portion to be acquired as part of the whole property plus the net severance damages."<sup>4</sup>

# **SCOPE OF THE APPRAISAL**

Prior to accepting this appraisal assignment, the appraiser determined that he had the necessary knowledge and experience to complete the appraisal. The reader's attention is invited to the "Professional Qualifications", summarizing his educational and professional experience, which are attached hereto. In the performance of the subject appraisal, the appraiser completed the following investigation:

- 1. Collected and verified comparable sales in Kern County and in the immediate vicinity of the subject from the historical database of Alliance Appraisal, LLC.
- 2. Searched Official Records of Kern County for the most recent sales of comparable properties. These properties were inspected and data verified with parties to the transaction or persons familiar with the details.

<sup>3</sup> The Dictionary of Real Estate Appraisal, 3d ed., 194

<sup>4</sup> The Dictionary of Real Estate Appraisal, 3d ed., 348

- 3. Obtained specific data on the subject property by email and phone interviews with Dee Jaspar, as well as from personal inspection of the property.
- 4. Obtained data on zoning and taxes from Kern County.

Data obtained from third parties was from sources deemed reliable and such data has been relied upon by the appraiser in his analysis.

# **ASSUMPTIONS AND LIMITING CONDITIONS**

#### Rule 2, Uniform Standards of Professional Appraisal Practice

This written real property appraisal has been prepared as an <u>Appraisal Report</u> in conformance with Standards Rule 2 of the <u>Uniform Standards of Professional Appraisal Practice</u>, 2022 Edition (USPAP), published by The Appraisal Foundation.

In addition to the information stated, summarized or described herein, certain documents supporting the descriptions, analyses and conclusions contained in this report are retained in the files of Alliance Appraisal, LLC.

#### **Identification of the Property**

The legal description given to the appraiser is presumed to be correct, but has not been confirmed by a survey. The appraiser assumes no responsibility for such a survey, or for encroachments or overlappings that might be revealed thereby. The appraiser renders no opinion of a legal nature, such as to ownership of the property or condition of title.

The appraiser assumes the title to the property to be marketable; that the property is unencumbered; and the property does not exist in violation of any applicable codes, ordinances, statutes, or other governmental regulations.

#### Unapparent Conditions

The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable than otherwise comparable properties. The appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such things.

#### Information and Data

The information and data supplied to the appraiser by others, and which have been considered in the valuation are from sources believed to be reliable, but no further responsibility is assumed for their accuracy. The appraiser assumes no responsibility for economic or physical factors occurring sometime after the date of valuation of this report which may affect the opinions herein stated.

#### **Adjustments**

The appraiser reserves the right to make such adjustments to the valuation herein reported as may be required by consideration of additional data or more reliable data that may become available.

#### Confidentiality and Use of the Appraisal

Neither all nor any part of the contents of this report, or copy thereof, shall be used for any purpose by any but the client without the previous written consent of the appraiser and/or the client; nor shall it be conveyed by any, including the client, to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author, particularly as to value conclusions, the identity of the appraiser or a firm with which he is connected, or any reference to any professional society or institute or any initialed designations conferred upon the appraiser as stated in his qualifications attached hereto.

The appraiser will not reveal the contents of this report or factual data concerning the subject property which has been compiled in connection with a client's business which is not of public record or common public knowledge without prior written permission of the client, or as directed by a court, the State of California Office of Real Estate Appraisers, or the ethics/review committees of the American Society of Farm Managers and Rural Appraisers.

#### Sketches and Maps

The sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not based on survey. Sizes and dimensions not shown should not be scaled from the sketches.

#### Hazardous Materials and Wastes

A physical inspection of the subject property revealed no conditions that might contribute to a toxic hazard.

This appraisal report was prepared strictly for the use of the client, and does not constitute an

expert environmental assessment of the subject property. The appraiser is not an expert in the field of hazardous materials, and this report <u>should not be</u> relied upon to determine whether environmental hazards exist on the property.

Unless otherwise stated in this report, the appraiser has no knowledge concerning the presence or absence of any other hazardous materials or wastes within, in proximity to, or near the subject property.

#### Endangered Species and Habitat

Physical inspection and typical investigation of the subject property <u>did not</u> reveal the presence of an endangered species or habitat.

However, because certain endangered species are prevalent in the southern San Joaquin Valley, the client may want to obtain a biological survey of the property. If such species or habitats do exist on the property, potential uses and value may be affected.

This appraisal report was prepared strictly for the use of the client and does not constitute an expert biological assessment of the subject property. The appraiser is not an expert in the field of endangered species or habitat, and this report <u>should not be</u> relied upon to determine whether sensitive ecological issues impact the property.

#### **Title Report**

A title report identifying the subject property was provided to the appraiser. The subject property was also identified by Dee Jaspar. The appraiser is not responsible for legal considerations that are not part of his typical investigation.

#### Court Testimony

Testimony or attendance in court by reason of this appraisal report will require additional arrangements and fees approved by appraiser solely.

#### **KERN COUNTY DATA**

Kern County is located in the south-central portion of California at the southern end of the San Joaquin Valley and is the third largest in area of the 58 counties in the State. The San Joaquin Valley portion of the county is partially surrounded by a horseshoe -shaped rim of mountains. Kern County contains extensive areas of mountains, desert, and agricultural valley lands.

The topography contributes to the large climatic variations within relatively short distances in the County, but the overall climate is warm and semi-arid. United States Weather Bureau statistics at Bakersfield, the county seat, indicate the annual mean temperature at 64.9 degrees, average annual rainfall at 5.7 inches, and average relative humidity at approximately 44 percent.

The county produces a wide variety of field, vegetable and tree crops and has ranked as the state's third largest agricultural region. According to the Kern County Agriculture Commissioner, the top ten crops and their values in 2020 where as follows:

Lop 10 Commodities in 2020				
Commodity	Value	2019 Ranking		
Grapes, All	1,453,481,000	2		
Citrus, Fresh & Processing	1,303,348,000	3		
Almonds, Including By-Products	1,144,377,000	1		
Pistachios	944,542,000	4		
Milk, Market & Manufacturing	661,760,000	5		
Carrots, Fresh & Processing	464,465,000	6		
Cattle & Calves	247,709,000	7		
Pomegranates, Fresh and Processing	125,412,000	9		
Potatoes	113,125,000	11		
Apiary	105,817,000	10		
	Commodity Grapes, All Citrus, Fresh & Processing Almonds, Including By-Products Pistachios Milk, Market & Manufacturing Carrots, Fresh & Processing Cattle & Calves Pomegranates, Fresh and Processing Potatoes	Commodity         Value           Grapes, All         1,453,481,000           Citrus, Fresh & Processing         1,303,348,000           Almonds, Including By-Products         1,144,377,000           Pistachios         944,542,000           Milk, Market & Manufacturing         661,760,000           Carrots, Fresh & Processing         464,465,000           Cattle & Calves         247,709,000           Pomegranates, Fresh and Processing         125,412,000           Potatoes         113,125,000		

Top 10 Commodities in 2020

The total crop value of Kern County farm production in 2020 was \$7,669,409,070, an increase from \$7,620,699,180 in 2019.

The economy in Kern County has traditionally been related to the upward and downward fluctuations of the agricultural and petroleum production industries. Agricultural commodity prices, operating costs, and farm profits have been affected, in recent years, by extended drought

and unseasonable rains, state and federal regulation, expanded markets, and increased competition.

The economy of Kern County has, historically, been dependent on the combination of petroleum and agricultural production, fluctuating with the cyclical nature of these two industries. However, warehousing and processing are becoming more important to the county, both in terms of employment and diversification. Industrial growth in the county is also being experienced. This increased industrial interest is primarily a result of relatively inexpensive fully developed industrial sites, and location of the county midway between Los Angeles and San Francisco distribution points. Retail sales have also increased over the past decade, attributed primarily to inflation, increasing population, and increasing household income. As of 2019, the estimated population within the County of Kern was estimated at 900,202.

The City of Bakersfield incorporated in 1898 and the county seat of Kern County, is located in the southern portion of the San Joaquin Valley, approximately 115 miles north of the metropolitan area of Los Angeles and encompasses an area of approximately 75 square miles. Bakersfield is one of the fastest growing cities among California's 15 largest cities. As of 2019, the estimated population within the city limits of Bakersfield was estimated at 377,917.

# SUPPLY, DEMAND AND GENERAL TREND

## **Undeveloped** Land

The supply of large agricultural-grazing properties in Kern County is currently average with few sales. Larger parcels are located throughout the region.

Demand for larger parcels is user driven. Very few sell to buyers that are not the end user as there is little to no supply of users willing to lease large tracts land as returns are insufficient.

The general trend is for larger land tracts to remain user driven.

There is an average supply of large tracts for purchase in the subject region in the face of above average demand. Land values are expected to remain stable to slightly higher in the foreseeable future.

# **METHOD OF VALUATION**

Sales comparison, cost and income are three recognized approaches in the valuation of real properties; however, some properties do not lend themselves to the use of all three approaches.

The cost approach develops an indication of market value by estimating the value of the land as if it were a vacant site available for development and adding the depreciated cost of the improvements. The reproduction cost is first estimated and then is reduced by the amount of accrued depreciation that has taken place to produce a depreciated improvement value. The land value is estimated by comparing the subject land with similar properties, which have sold or are currently offered for sale in the same or competing area. The cost approach combines the value of the land under its highest and best use and the depreciated value of the buildings.

The sales comparison approach produces an estimate of value for the subject property by comparing it with properties of the same type which have recently sold or are currently offered for sale in the same or a competing area. The process utilized in determining the degree of comparability between two properties involves the appraiser's judgment as to their similarity with respect to many valuation factors, such as time of sale, property location, acreage, irrigation supply and cost, and buildings.

The income approach is concerned with estimating the present worth of the future potential income stream generated by the property. This income stream is usually referred to as the net income producing capacity that the property is capable of developing over its remaining useful economic life.

Due to the subject being agricultural land the appraiser has chosen to utilize the sales comparison approach for this assignment. The cost approach would be a restatement of the sales comparison approach and therefore rejected as misleading. The income approach was rejected as no generated income on the property was provided to analyze.

#### **REASONABLE EXPOSURE TIME**

Reasonable exposure time is defined by "Statement on Appraisal Standards No. 6 (SMT-6)", published in the <u>Uniform Standards of Professional Appraisal Practice (USPAP)</u> as "the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market". USPAP continues by stating that reasonable exposure period is a function of price, time and use.

It is the appraiser's opinion that the reasonable exposure time of the subject property at market value, as of February 17, 2023, is approximately 6 months.

# **MARKETING TIME**

Reasonable exposure time is defined by "Advisory Opinion 7 (AO-7)", published in the <u>Uniform</u> <u>Standards of Professional Appraisal Practice: (USPAP)</u> as "The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."

USPAP continues by stating that the development of a marketing time opinion uses some of the same data analyzed in the process of developing a reasonable exposure time opinion as part of the appraisal process and is not intended to be a prediction of a date of sale or a one-line statement. It is an integral part of the analyses conducted during the appraisal assignment. The opinion may be a range and can be based on one or more of the following:

- statistical information about days on market,
- information gathered through sales verification,
- · interviews of market participants, and

• anticipated changes in market conditions.

Related information garnered through this process includes other market conditions that may affect marketing time, such as the identification of typical buyers and sellers for the type of real or personal property involved and typical equity investment levels and/or financing terms. The reasonable marketing time is a function of price, time, use, and anticipated market conditions, such as changes in the cost and availability of funds, and is not an isolated opinion of time alone.

The appraiser has reviewed numerous sales of land with market participants and has interviewed property managers and owners of equivalent properties and has concluded that lands similar to the subject are being negotiated and closed with minimal marketing time. In some cases marketing time is nominal as the sale is transacted without market exposure.

# **IDENTIFICATION OF SUBJECT PROPERTY**

As identified by the Kern County Assessor's Office, the subject property consists of fee simple interest acreage within the unincorporated area of Kern County. The larger parcel consists of Assessor Parcel Numbers 255-320-28; and 255-560-01, -37.



# LEGAL DESCRIPTION OF SUBJECT PROPERTY

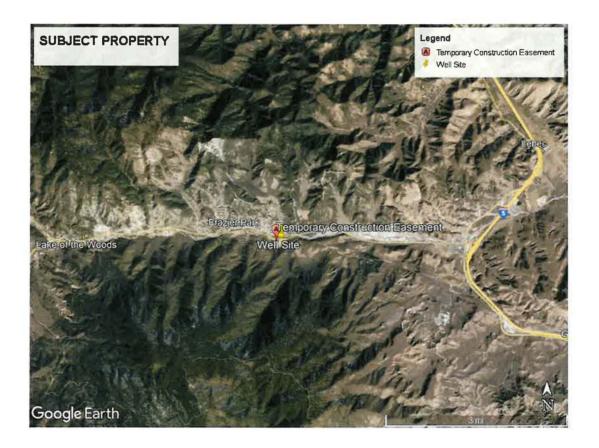
As identified by Kern County Official Records the subject property is legally described as follows:

Portions of Section 31, Township 9 North, Range 19 West and the Sections 5 and 6, Township 8 North, Range 19 West, San Bernardino Meridian, according to the office plat thereof.

# **DESCRIPTION OF LAND**

# **Location**

The larger parcel is located near the town of Frazier Park, in the unincorporated area of Kern County. Generally, at Latitude: 34.8183, Longitude: -118.9396.



# Land Dimensions and Area

The parcel forms an irregular shaped tract of land. The Kern County Assessor's Office reports its area at 303.64 acres.

# Take Area

The easement and fee acquisition area is located on the south side of Frazier Mountain Park Road in Frazier Park, California.



# Land Use

The parcel is currently utilized for rural residential with horse facilities.

#### <u>Access</u>

Access to the larger parcel is via Frazier Mountain Park Road from the north.

#### **Zoning**

According to the County of Kern, the subject property is zoned A, A-1 and C-2 PDG.

• The purpose of the Exclusive Agriculture (A) District is to designate areas suitable for agricultural uses and to prevent the encroachment of incompatible uses onto agricultural lands and the premature conversion of such lands to nonagricultural uses. Uses in the A District are limited primarily to agricultural uses and other activities compatible with agricultural uses.

- The purpose of the Limited Agriculture (A-1) District is to designate areas suitable for a combination of estate-type residential development, agricultural uses, and other compatible uses. Final map residential subdivisions are not allowed in the A-1 District.
- The purpose of the General Commercial (C-2) District is to designate areas for the widest range of retail commercial activities, including regional shopping centers and heavy commercial uses. The C-2 District may also be combined with the Cluster (CL) Combining District to achieve innovative, creative office or commercial development. The C-2 District should be located on major highways.
- The purpose of the Precise Development (PD) Combining District is to designate areas with unique site characteristics or environmental conditions or areas surrounded by sensitive land uses to ensure that development in such areas is compatible with such constraints. All development in the PD Combining District shall be subject as a minimum to Special Development Standards as specified in Chapter 19.80 of this title; however, a Special Development Standards Plot Plan Review shall not be required. The application of the PD District may be initiated by either the property owner or the County. The PD District may be combined with any base district. The regulations established by the PD District is combined.
- The purpose of the Geologic Hazard (GH) Combining District is to protect the public's health and safety and minimize property damage by designating areas that are subject to or potentially subject to surface faulting, ground shaking, ground failure, landslides, mudslides, or other geologic hazards by establishing reasonable restrictions on land use in such areas. The GH District shall be applied to lands designated Map Codes 2.1, 2.2, or 2.3 by the County General Plan and to any other area where there is a reasonable presumption based on documented evidence that a hazardous or potentially hazardous condition exists. The regulations established by the GH District shall be in addition to the regulations of the base district with which the GH District is combined.



#### **Utilities**

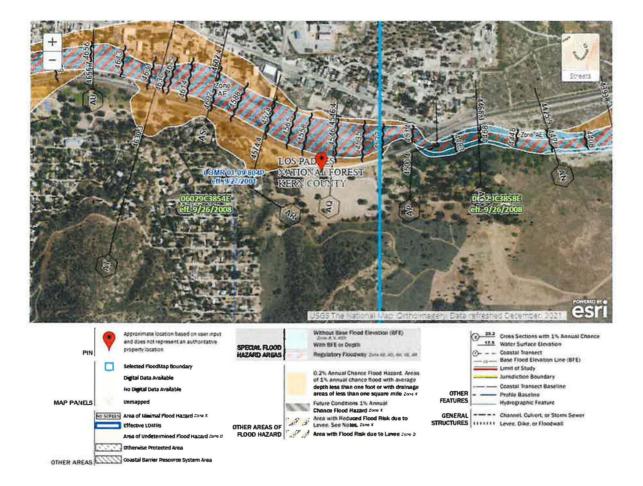
The appraiser understands that normal and customary utilities are available to the subject property. The appraiser is unaware if other utilities are available to the subject property.

#### **Topography**

The topography of the subject property is generally level to grade to steep.

#### <u>Flood Hazard</u>

According to the Flood Insurance Rate Map Panel Number 06029C3854E and 06029C3858E, effective September 26, 2008.



#### Fault-Rupture Hazard Zone

According to Special Publication #42 of the California Division of Mines and Geology, Revised Edition, 1994, entitled <u>Fault-Rupture Hazard Zones in California</u>, the subject property <u>is</u> located within a Special Studies Zone, Arvin Quadrangle, as defined in the Alquist-Priolo Special Studies Zone Act in the Frazier Mtn. Quadrangle. Properties throughout the Central and Southern California, however, are historically subject to earthquakes.

#### **DESCRIPTION OF IMPROVEMENTS**

There are structural improvements that add value over and above the underlying land value. For this assignment the take area is land only.

#### ASSESSED VALUE AND TAXES

The Kern County Assessor's Office reports the assessment and tax liability on the subject property for the 2022 tax year as follows:

#### ASSESSED AT FULL CASH VALUE

General Taxing District

APN	Area (acres)	Land		Imprv	Total	Annual Tax Libility	Taxes Per Acre
255-320-28	37.01	301816		23667	325483	3586.86	\$96.92
255-560-01	36.99	656901		82849	739750	8460.26	\$228.72
255-560-05	79.76	662818		0	662818	7293.70	\$91.45
255-560-37	74.48	757507		29585	787092	8661.22	\$116.29
255-560-38	75.40	579966		0	579966	6381.99	\$84.64
Totals	303.64	\$ 2,959,008	\$	136,101	\$ 3,095,109	\$ 34,384.03	\$618.01

#### SALES HISTORY OF SUBJECT

The property has been owned by the current owner since June 3,2022. The owner paid \$3,100,000 according to Kern County Recorders document number 222088800. This equates to an average per acre price of \$10,210 over the entire 303.64 acres. The sale included all structures. The proposed take area is along the frontage of Frazier Mountain Park Road.

As of the date of valuation, the subject property is not listed for sale or subject to a pending offer to sell or purchase.

#### **PRESENT USE**

The present use of the subject property is as grazing and horse facility.

#### **HIGHEST AND BEST USE**

Highest and best use is defined as that reasonable and probable use which can be expected to produce the greatest net return to the land over a given period of time or that legal use which will yield to the land its highest present value. Highest and best use may also be defined as that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and that results in the highest present land value. The determination of highest and best use is based on several items: including (1) legally possible; (2) physically possible; (3) economically feasible; and (4) highest economic return. These considerations are applied to the subject property as follows:

#### Legally Possible

According to the County of Kern, the subject property is zoned A, A-1 and C-2 PDG. The present use of the subject as grazing and horse boarding facility is allowable under the current zoning.

#### **Physically Possible**

There are no physical aspects of the subject site which would limit its use as agricultural land.

#### Economically Feasible

Other properties in the vicinity of the subject are agricultural in nature. The present use of the subject as grazing and horse boarding facility is presently the most economical use.

#### Highest Economic Return

Considering zoning, location and size, it is the appraiser's opinion that the highest economic return for the subject property would be its use as grazing and horse boarding facility.

In consideration of the above legal, physical and economic characteristics of the subject property, it is the appraiser's opinion that the highest and best use of the subject, as vacant, is as grazing and horse boarding facility.

#### VALUATION DATA

#### Sales Comparison Approach

The Sales Comparison Approach is a set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparable properties based on the elements of comparison. The Sales Comparison Approach may be used to value improved properties, vacant land, or land being considered as though vacant. It is the most common and preferred method of land valuation when an adequate supply of comparable sales is available.

#### Land Value as a Vacant Site

The appraiser researched the Official Records of Kern County and interviewed real estate brokers for recent agricultural land sales near the subject property. There have been few similar sales of similar properties directly comparable to the subject in the immediate area. Therefore, we have expanded the search to incorporate similar sales of properties throughout the valley portion of Kern County. The most comparable of which are summarized as follows:

Land Sales														
Sale Number		L1		L2		L3		L4		15	L6	(SUBJECT)		L7
County	k	Kern		Kern		Kern		Kern		Kern		Kern		Kern
Nearest City	Frazi	ier Park	Fr	azier Park	Fr	azier Park	Fr	azier Park	Fr	azier Park	Fr	azier Park	Fr	azier Park
Location		Tecuya Rd	So	f Circle Dr.	4	/alley Oak Rd.		588 Ridge Route Dr.	H	ayride Rd.	Fr	azier Park	Fr	azier Park
Recordation Date	Au	g-2020	C	Dec-2020		lun-2021	(	Oct-2021	,	Aug-2021	2	Jun-2022	S	ep-2022
Total Sales Price Adiustments	\$ \$	370,000	\$ \$	106,000	\$ ¢	172,000	\$	173,000	\$ \$	110,000	\$	3,100,000	\$ \$	65,000
Adjusted Sales Price	\$	370,000	\$	106,000	\$	172,000	\$	173,000		110,000	\$	3,100,000		65,000
Total Acres	5	7.67		21.26		20.16		26.87		20.04		303.64		20.11
Price Per Acre	\$	6,416	\$	4,986	\$	8,532	\$	6,438	\$	5,489	\$	10,209	\$	3,232
Ancillary Land	\$		\$	-	\$	4	\$	-	\$	-	\$	-	\$	-
Ancillary Acres	(	0.00		0.00		0.00		0.00		0.00		0.00		0.00
Total Adjustments	\$		\$		\$		\$	A.	\$		\$		\$	
Net To Land Acres	\$	<b>370,000</b>	\$	<b>106,000</b> 21.26	\$	<b>172,000</b> 20.16	\$	<b>173,000</b> 26.87	\$	<b>110,000</b> 20.04	\$	<b>3,100,000</b> 303.64	\$	<b>65,000</b> 20.11
Price per Land Acre	\$	6,416	\$	4,986	\$	8,532	\$	6,438	\$	5,489	\$	10,209	\$	3,232
Zoning	E(2	20), RS	2(20	),RS MH <r-:< td=""><td></td><td>A</td><td></td><td>E(20)</td><td></td><td>A GH</td><td>A,4</td><td>A-1,C-2 PDG</td><td></td><td>A</td></r-:<>		A		E(20)		A GH	A,4	A-1,C-2 PDG		A
Sale		L1		L2	1	L3		L4		15	LG	(SUBJECT)		L7
Comparison	>	6416		>4986		>8532		>6438		>5489		<10209		>3232
Sales Price Per Acre Acreage		ximum ximum		\$10,209 303.64		Vinimum Vinimum		\$3,232 20.04		Mean Mean		\$6,472 67.11		

The sales ranged from 20.04 acres to 303.64 acres and sold between August 2020 and September 2022. The indicated price per acre range was \$3,232 to \$10,209. All sales were given consideration due to their zoning and location similarities to the subject property and sale dates prior to the effective date. The subject property is larger than all sales and is located in a favorable area close to transit routes.

After considering the available data and factors of difference, the value of the subject land is estimated from sales and pending sales, assuming an exposure period of 6 months, at \$10,000 per acre for the larger parcel land only.

#### Summary

Larger Parcel (Land Only) 303.64 Acres @ \$ 10,000 \$3,036,400

#### Permanent Taking and Temporary Construction Easement

Description of the acquisition consists of a portion of parcel 255-320-28 proposed for temporary and permanent easements relative to water well purposes, further described as follows:

**Permanent Access Easement - Driveway**– This will be a 5,000 SF or 0.12-acre access easement for the Frazier Park Utility District to be able to access the wellsite via the existing driveway.

**Permanent Pipeline/Access Easement** – This easement will contain 17,500 SF, or 0.40-acres adjoining the south side of Frazier Mountain Park Rd. It will be approximately 30' wide and extend from the existing well site at the northwest corner of the property, to the proposed well site adjoining the west side of the access driveway, as further discussed below.

**Permanent Wellsite** – This will consist of a roughly rectangular easement to contain 12,000 SF or 0.27-acres and will adjoin the west side of the access roadway, Carnelia Trail, and the south side of Frazier Mountain Park Rd.

**Temporary Construction Easement** – This easement will contain 12,200 SF or 0.30-acres, and will be directly west of the Permanent Wellsite, fronting the south side of Frazier Mountain Park Rd.

There were no improvements noted in the acquisition/easement areas.

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	Severe impact on surface use; Conveyance of future uses	Overhead electric, flowage easements, railroad ROW, irrigation canals, access roads
75% - 89%	Major impact on surface use; Conveyance of fiture uses	Pipelines, drainage easements, flowage easements
51% - 74%	Some impact on surface use; Conveyance of ingress/egress rights	Pipelines, scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines, cable lines, telecommunication
26% - 49%	Location along a property line, location across a non-useable land area	Water or sewer lines, cable lines
11% - 25%	Subsurface or air rights that have minimal effect on use and utility, Location within a setback	Air rights, water or sewer lines
0% - 10%	Nominal effect on use and utility	Small subsurface easement

Based on the type of easements, the appraisers have estimated the following:

Just Compensation					
Taking - Proposed Well Site and Ancillary					
C&C Elite Properties LLC					
Total Size of Larger Parcel	Acres 303.64				
Larger Parcel Value (Before Condition)	\$/Acre \$10,000	x	Acres 303.64	\$3,036,400	
Value Before Acquisition					
Permanent Access Easement- Driveway	\$10,000	Percentage of Fee 70%	Acres 0.120	\$840	
Permanent Pipeline/Access Easement	\$10,000	100%	0.400	\$4,000	
Temporary Construction Easement(2 yrs)	\$10,000	Rent Factor 12%	0.270	\$648	
Permanent Wellsite (Permanent Acquisition)	\$10,000	x	0.300	\$3,000	
Value of Remainder	\$10,000	X	302.82	\$3,028,200	
Severance Damages				\$0	
Benefits				\$0	
Net Severance Damages				\$0	
<b>Recommended Just Compensation</b>				\$8,488	

#### SUMMARY OF VALUE INDICATORS

Sales Comparison Approach	
Larger Parcel	\$3,036,400
Just Compensation	\$8,488

#### **RECONCILIATION OF VALUE INDICATORS**

Sales Comparison Approach	
Larger Parcel	\$3,036,400
Just Compensation	\$8,488

This approach is generally considered a reliable indicator when adequate data is available for comparison, and it is the appraiser's opinion that there was sufficient data in the subject area to derive a reliable indication of value.

#### **CONCLUSION OF VALUE**

As a result of my investigation and in consideration of the above indicators of value, it is my opinion that the market value of the subject property, assuming a marketing period of 6 months, as of February 17, 2023, is the sum of:

Larger Parcel	\$3,036,400
Just Compensation	\$8,488

# **CERTIFICATE OF APPRAISAL**

#### CERTIFICATE OF APPRAISAL

We, Michael G. Ming, ARA and Emily Ming, certify that to the best of my knowledge and belief that:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analysis, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- Unless otherwise disclosed in this report, we have provided no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year (36-months) period immediately preceding acceptance of the assignment that resulted in this report.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Michael Ming, Jr. has made an inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Ethics and Standards of Professional Practice of the American Society of Farm Managers and Rural Appraisers.
- The use of this appraisal is subject to the requirements of the American Society of Farm Managers and Rural
- Appraisers relating to review by its duly authorized representatives.
- The American Society of Farm Managers and Rural Appraisers conducts a mandatory program of continuing education. We are current with the requirements of the program.
- We have sufficient knowledge and appraisal experience, in this use type, to competently complete this appraisal assignment.
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

Date Completed: September 2, 2023

Michael G. Ming Certificate No. AG026938 State/Exp. Date: CA/07-13-23

Finily Ming

Emily Ming Certificate No. 3003661 State/Exp. Date: CA/3-31-24

# **QUALIFICATIONS**



#### **Curriculum Vitae**

#### MICHAEL G. MING, ARA

#### FAMILY

Married to Michele. Three adult children Lauren, Emily and George.

#### **EDUCATION**

Fresno Pacific University Bachelor of Arts Degree

#### **APPRAISAL EXPERIENCE**

1989 - 1998	Technical Support, Alliance Appraisal Company
1998 - 2003	Vice President, Alliance Appraisal Company
2004 - Present	President/Owner, Alliance Appraisal, LLC
2005 - Present	President/Owner/Broker, Alliance Ag Services, Inc.
2023 - Present	Principal, Lee & Associates- Central California
	Co-branded Agricultural Brokerage Nationwide

#### **PROFESSIONAL COURSE WORK**

#### AMERICAN SOCIETY OF FARM MANAGERS AND RURAL APPRAISERS (ASFMRA) (Partial List)

Course A-10	Fundamentals of Rural Appraisal	Course A-12	ASFMRA Code of Ethics
Course A-12 III	USPAP Update	Course A-20	Principles of Rural Appraisal
Course A-25	Eminent Domain	Course A-27	Income Capitalization
Course A-29	Highest & Best Use	Course A-30	Advanced Rural Appraisal
Course ALL-215	Report Writing	Seminar	1031 Exchanges
Seminar	Ranch Appraisal	Seminar	Appraising Permanent Plantings
Seminar	Adv. Sales Confirmation and Analysis	Seminar	Yellow Book
Webinar	ASFMRA Best in Business Ethics		
Seminar	Internal Revenue Service (Gifting, Minor	ity Interest, Cor	servation Easements)

#### **APPRAISAL INSTITUTE (Partial List)**

Course 410	Standards of Appraisal Practice (USPA	AP) Course 420	Standards of Professional Practice
Course 510	Advanced Income Capitalization	Course 520	Highest & Best Use
Course 530	Advanced Sales Comparison and Cost	Approaches	
Seminar Valuat	tion of Detrimental Conditions in Real Es	tate	

#### **PROFESSIONAL LICENSES, DESIGNATIONS AND AFFILIATIONS**

DEPARTMENT OF REAL ESTATE (DRE) Real Estate Broker License Number 951819, Expires 8/19/24

OFFICE OF REAL ESTATE APPRAISERS (OREA) Certified General Real Estate Appraiser License Number AG026938, Expires 7/13/25

#### AMERICAN SOCIETY OF FARM MANAGERS AND RURAL APPRAISERS (ASFMRA)

Joined in 1997 Currently accredited with the ARA designation in 2005 Government Relations Board, ASFMRA, National Level, 2008 to 2010

#### California Chapter- ASFMRA

California Chapter of the ASFMRA, President 2008/09 California Chapter of the ASFMRA, Vice President, 2023-24 Region 5 Chair of Trends Publication 2010 - Present Panelist for Outlook 2020 Virtual Agribusiness Conference Region 5 Presenter 2022, 2023 Outlook Conference

#### PARTIAL LIST OF CLIENTS (PARTIAL LIST)

Western Development	Iberdrola Renewables	Two Sigma
SunPower Corporation	SunEdison	NextEra Energy (FLP)
Grimmway Farms	Bolthouse Properties	Giumarra Vineyards Corporation
AERA Energy	SunWorld	Wonderful
Chevron	Harris Ranch	Mission Bank
Avantus Solar	Klein DeNatale Goldner	Buttonwillow Land & Cattle
Bank of Sierra	Bank of America	Wells Fargo
Rabo Bank	LeBeau Thelen	Clifford & Brown
National Fish & Wildlife	Munger Tolles Olson	Irvine Ranch Water District
Numerous Water Districts	Kern County Water Agency	Mebane Ranch
Onyx Ranch	Barbich Hooper & King	Brown Armstrong
Caliber Accounting	Pacific Ag	The Nature Conservancy
County of Kern	City of Bakersfield	Department of Justice
Bureau of Reclamation	Farmland Management	Westchester Group Investment Management
Renewable Resources Group	Cozad-Westchester Group	Andrew Family Farms
Borton Petrini	Metropolitan Life	Hancock Farmland Services
Underwood Family Farms	ManuLife	Crystal Organics
Tejon Ranch	Imperial Date Gardens	Valpredo Farms

#### **EXPERT WITNESS & APPRAISER**

- Expert Witness in Municipal and Superior Courts of the County of Kern
- Expert Witness United States Tax Court
- Expert Witness in United States Bankruptcy Court for the Eastern District of California
- Contracting Appraiser for National Fish and Wildlife
- United States Department of the Interior, Bureau of Reclamation
- United States Department of Justice

#### **Agricultural Valuation and Farming (Chairman)**

February 26, 2009 Ningxia, China Agriculture Delegation Participants were local front-line managers involved in various sectors of agriculture industry.

#### CalCPA Ag Forum (Ag Values Presenter)

2020

#### Institute of Real Estate Management Forecast (Ag Values Presenter)

2017, 2020, 2023

#### Valuing Rural America, Foundations of Data Analysis

Direct contributor to this text book

#### **PROFESSIONS AND COMPANIES**

#### Real Estate Appraisal

Appraiser/Owner, Alliance Appraisal LLC www.allianceappr.com

#### **Property Types**

Agricultural	All types located within California, Arizona, and Nevada
Commercial	Ag-Commercial and other similar land uses
Industrial	Ag-Industrial and other similar land uses
Renewable Energy	Solar, Wind, and Water

#### **Real Estate Brokerage**

Broker/ Owner, Alliance Ag Services, Inc. www.allianceagservices.com

#### **Property Types**

Open Row Lands	Permanent Plantings	Grazing Lands
Ag-Commercial	Ag-Industrial	Water Banking
Rural Residential	Residential Lands	Transitional Agricultural Lands
Renewable and Resource	lands including Solar, Wind	l, Water and Petroleum

In excess of \$1,250,000,000 in company real estate transactional value. These transactions represent buyers, sellers, lessors and lessees of agricultural, renewable, and petroleum properties.

#### **PROFESSIONAL AFFILIATIONS**

- American Society of Farm Managers and Rural Appraisers
- Rancheros Visitadores
- Kern County Farm Bureau & California Farm Bureau
- Water Association of Kern County
- California Fresh Fruit Association

#### CORPORATE OFFICE: Alliance Appraisal, LLC • Alliance Ag Services, Inc. • Lee & Associates 5401 Business Park South, Suite 122 Bakersfield, CA 93309 661.631.0391

#### SATELLITE OFFICES

#### Fresno • Kerman • Templeton • Woodland • Carpinteria • Oakdale



# Business, Consumer Services & Housing Agency BUREAU OF REAL ESTATE APPRAISERS REAL ESTATE APPRAISER LICENSE

# Michael G. Ming

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG

AG 026938

Effective Date: Date Expires: July 14, 2023 July 13, 2025

Angela Jemmott, Bureau Chief, BREA

3070985

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"



#### **Curriculum Vitae**

#### EMILY A. MING Certified General Appraiser License #3003661

#### EXPERIENCE

Appraisal assignments have included vacant land, commercial sites, agricultural land with permanent plantings, water rights and mineral rights valuation throughout the States of California and Hawaii.

#### **EDUCATION**

San Diego State University, San Diego, California, Graduated 2012 Degree: Bachelor of Arts, Public Administration

#### **APPRAISAL EDUCATION**

Emily has completed the following courses offered by the Appraisal Institute and the American Society of Farm Managers and Rural Appraisers:

- 15-Hour National Uniform Standards of Professional Appraisal Practice
- Basic Appraisal Principles
- Basic Appraisal Procedures
- Residential Appraisal Sales Comparison and Income Approaches
- Residential Appraisal Site Valuation and Cost Approach
- Appraisal Report Writing
- Residential Appraisal Market Analysis and Highest & Best Use
- Real Estate Finance, Statistics, and Valuation Modeling
- General Appraiser Sales Comparison Approach
- General Appraiser Market Analysis and Highest & Best Use
- General Appraiser Site Valuation and Cost Approach
- General Appraiser Income Approach/Part 1
- General Appraiser Income Approach/Part 2
- General Appraiser Report Writing and Case Studies
- Eminent Domain (A250)
- Integrated Approaches to Value (A304)
- Advanced Rural Case Studies (A400)
- Valuation of Conservation Easements and Other Partial Interests in Real Estate (A315)

She has also attended the following seminars:

- California Chapter of the Association of Farm Managers and Rural Appraisers Annual Seminar 2011
- California Chapter of the Association of Farm Managers and Rural Appraisers Annual Seminar 2012
- California Chapter of the Association of Farm Managers and Rural Appraisers Annual Seminar 2013
- California Chapter of the Association of Farm Managers and Rural Appraisers Annual Seminar 2014
- California Chapter of the Association of Farm Managers and Rural Appraisers Annual Seminar 2015
- California Chapter of the Association of Farm Managers and Rural Appraisers Annual Seminar 2016

#### MEMBERSHIPS, LICENSES AND PROFESSIONAL AFFILIATIONS

- Certified General Real Estate Appraiser License No. 3003661 Expires 03/31/2024
- California Real Estate Salesperson License No. 01942292 Expires 11/06/2025

#### CONTACT INFORMATION: Alliance Appraisal, LLC Alliance Ag Services, Inc. 5401 Business Park South, Suite 122

Bakersfield, CA 93309 661.631.0391



# Business, Consumer Services & Housing Agency BUREAU OF REAL ESTATE APPRAISERS REAL ESTATE APPRAISER LICENSE

**Emily A. Ming** 

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: 3003661

Effective Date:

Date Expires:

April 1, 2022 March 31, 2024

Loretta Dillon, Deputy Bureau Chief, BREA

3062068

# PROPERTY SPECIFIC DATA

# EXHIBIT B





# **Property Details Report**

#### Subject Property Location

Prop	erty A	dd	ress
City,	State	&	Zip

Mailing Address

Thomas Bros Pg-Grid

**Census Tract** 

County

FRAZIER PARK, CA 93225 KERN COUNTY 0033.05

 Property Use
 Agricultural /

 Parcel Number
 255-320-28-0

 Latitude
 34.819006

 Longitude
 -118.938152

Agricultural / Rural (General) 255-320-28-00-3 34.819006

Report Date: 02/16/2023 Order ID: R107319062

Legal Description Details Sec/Twn/Rng/Mer: SEC 31 TWN 09 RNG 19 Brief Description: SECTION 31, TOWNSHIP 9, RANGE 19, QUARTER

Current Ownership Information Source of Ownership data: Reco	viihie Estormatiht	
	Sale Price	\$3,100,000
Primary Owner Name(s) C&C ELITE PROPERTIES LLC,	Sale Date	
	Recording Date	06/03/2022
Marking.	Recorder Doc #	222088800
Vesting	Book/Page	

Late	st Full Sale Info	//mation		Sale Price	
Primary Owner Name(s)					\$3,100,000
		C&C ELITE PROPERTIE	ES LLC,	Sale Date	05/25/2022
				Recording Date	06/03/2022
1/				Recorder Doc #	222088800
Vesting					
Finar	ncing Details at Tim	e of Purchase			
	Loan Amount	\$1,800,000	<b>Origination Lender Name</b>	AGOURA HILLS FINANC	CIAL
1	Loan Type	Commercial Loan	Recording Doc #	222088801	
7	Loan Amount	\$1,310,000	<b>Origination Lender Name</b>	SOLEDAD ENRICHMEN	T ACTION INC
2	Loan Type	Commercial Loan	Recording Doc #	222088802	

0	Bedrooms		Year Built		Living Area (SF)	0
	Bathrooms/Partial		Garage/No. of Cars	Carport	Price (\$/SF)	
	Total Rooms		Stories/Floors	1 Story	Lot Size (SF/AC)	1,612,156/37.01
	<b>Construction Type</b>	Wood	No. of Units		Fireplace	
	Exterior Walls		No. of Buildings		Pool	
	Roof Material/Type		Basement Type/Area		Heat Type	Floor/Wall
	Foundation Type		Style		A/C	
	Property Type	Agricultural/Rural	View		Elevator	
	Land Use	Agricultural / Rural (General)			Zoning	

8	Assessment Year	2022	Tax Year	2022	Tax Exemption	
	Total Assessed Value	\$325,483	Tax Amount	\$3,586.86	Tax Rate Area	84-002
	Land Value	\$301,816	Tax Account ID			
	Improvement Value	\$23,667	Tax Status	No Delinquency Found		
	Improvement Ratio	7.27%	Delinquent Tax Year			
	Total Value	Total Value		Market Sm	provement Value	
	Market Land Value.	Markor Land Value		Market Value Year		

Lien History							
Trans. ID	Recording Date	Lender	Amount	Purchase Money			
1	06/03/2022	AGOURA HILLS FINANCIAL	\$1,800,000	YES			
2	06/03/2022	SOLEDAD ENRICHMENT ACTION INC	\$1,310,000	NO			

#### Loan Officer Insights

No details available

# **TICOR TITLE** Transaction History Report - Detailed View

#### **Subject Property Location**

#### **Property Address**

City, State & Zip County Mailing Address FRAZIER PARK, CA 93225 KERN COUNTY Report Date: 02/16/2023 Order ID: R107319064

Property Use Parcel Number Agricultural / Rural (General) 255-320-28-00-3

Contraction of the	action Su						
Trans ID	Recording Date	Document Type	Document Description	Sale Price / Loan Amount	Document Number	Buyer / Borrower	Seller
1	06/03/2022	Mortgage	Commercial Loan	\$1,310,000	222088802	C&C ELITE PROPERTIES	
2	06/03/2022	Mortgage	Commercial Loan	\$1,800,000	222088801	C&C ELITE PROPERTIES	
3	06/03/2022	Deed	Grant Deed	\$3,100,000	222088800	C&C ELITE PROPERTIES	SOLEDAD ENRICHMENT ACTION INC
4	09/30/2011	Mortgage	Seller take-back	\$2,000,000	0211127358	SOLEDAD ENRICHMENT ACTION INC	
5	09/30/2011	Deed	Grant Deed		0211127357	SOLEDAD ENRICHMENT ACTION INC	TAIT II, DONALD S; TAIT III, DONALD S; TAIT, BRIAN S; TAIT, SHANE
6	09/30/2011	Deed	Intra-family Transfer or Dissolution		0211127356	TAIT, BRIAN S	RECK, SHAY A; TAIT, SHA A
7	06/05/2008	Deed	Correction deed		0208089540	TAIT II, DONALD S; TAIT, SHANE; 000002; TAIT, BRIAN S; TAIT, DONALD S	TAIT II, DONALD S; TAIT III, DONALD S
8	06/05/2008	Deed	Correction deed		0208089539	TAIT II, DONALD S; TAIT, SHANE; 000002; TRAIT, BRIAN S; TAIT III, DONALD S	TAIT II, DONALD S
9	06/05/2008	Deed	Correction deed		0208089538	TAIT II, DONALD S; TAIT, SHANE; 000002; TAIT, BRIAN S; TAIT III, DONALD S	TAIT, BRIAN S
10	06/05/2008	Deed	Correction deed		0208089537	TAIT II, DONALD S; TAIT, SHANE; 000002; TAIT, BRIAN S; TAIT III, DONALD S	TAIT III, DONALD S
11	06/05/2008	Deed	Correction deed		0208089536	TAIT II, DONALD S; TAIT, SHANE; 000002; TAIT, BRIAN S; TAIT III, DONALD S	TAIT, SHANE
12	06/05/2008	Deed	Intra-family Transfer or Dissolution		0208089535	TAIT II, DONALD S	TAIT, GWENDOLYN ELLEN
13	10/31/2001	Deed	Intra-family Transfer or Dissolution		0201162533	TAIT II, DONALD S; TAIT, BRIAN	TAIT, DONALD S
14	01/15/1997	Deed	Gift Deed		0197005492	TAIT II, DONALD S; TAIT III, DONALD S	TAIT DONALD S

# Transaction History Legend Image Image

Trans	action Details				
Mortga	ge				
0	Transaction 1D	1	Recorder Doc Number	222088802	Recorder Book/Page
	Mortgage Date	05/26/2022	Document Type	Mortgage	Rate Change Freq
	Loan Amount	\$1,310,000	Document Description	Commercial Loan	1st Periodic Floor Rate
	Loan Type	Commercial Loan	Recording Date	06/03/2022	1st Periodic Cap Rate

	Origination Lender Name	SOLEDAD ENRICHMENT ACTION INC	Origination Interest Rate		Lifetime Cap Rate	
	Origination Lender Type	Other	First Rate Change Date		Change Index	
	Type Financing		Maturity Date		IO Period	
	Borrower 1	C&C ELITE PROPERTIES	Balloon Rider		Prepayment Penalty Rider	
	Borrower 2		Fixed/Step Rate Rider		Prepayment Penalty Term	
	Additional Borrowers		Adj Rate Rider		Adj Rate Index	
	Vesting					
lortga	ge					
A	Transaction ID	2	Recorder Doc Number	222088801	Recorder Book/Page	
~	Mortgage Date	1	Document Type	Mortgage	Rate Change Freq	
	Loan Amount	\$1,800,000	Document Description	Commercial Loan	1st Periodic Floor Rate	
	Loan Type	Commercial Loan	Recording Date	06/03/2022	1st Periodic Cap Rate	
	Origination Lender Name	AGOURA HILLS FINANCIAL	Origination Interest Rate		Lifetime Cap Rate	
	Origination Lender Type	Other	First Rate Change Date		Change Index	
	Type Financing		Maturity Date		IO Period	
	Borrower 1	C&C ELITE PROPERTIES	Balloon Rider		Prepayment Penalty Rider	
	Borrower 2		Fixed/Step Rate Rider		Prepayment Penalty Term	
	Additional Borrowers	n 19. – Dalarda Martina amerika a	Adj Rate Rider		Adj Rate Index	
	Vesting					
ransfe	er					
23	Transaction ID	3	Recorder Doc Number	222088800	Partial Interest Transferred	
	Sale Date	05/25/2022	Document Type	Deed	Type of Transaction	Non Residential Transfer
	Sale Price	\$3,100,000	Document Description	Grant Deed	Multiple APNs on Deed	5
	Recorder Book/Page		Recording Date	06/03/2022	Property Use	
	Buyer 1	C&C ELITE PROPERTIES	Buyer 1 Entity	Limited Liability Company	Buyer Vesting	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	
	Seller 1	SOLEDAD ENRICHMENT ACTION INC	Seller 1 Entity	Corporation	Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	SE4NE4 S06T08NR19W SBBM
	Legal Brief Desc Tract	ription/ Unit/ Phase/	PORTION LOT4/ / /		Title Company Name	CHICAGO TITLE COMPAN
lortga	ge					
P	Transaction ID	4	Recorder Doc Number	0211127358	Recorder Book/Page	
-	Mortgage Date		Document Type	Mortgage	Rate Change Freq	
	Loan Amount	\$2,000,000	Document	Seller take-back	1st Periodic	

Mortgage Date		Document Type	Mortgage	Freq	
Loan Amount	\$2,000,000	Document Description	Seller take-back	1st Periodic Floor Rate	
Loan Type	Seller take-back	Recording Date	09/30/2011	1st Periodic Cap Rate	
Origination Lender Name	DONALD S TAIT II ETAL	Origination Interest Rate		Lifetime Cap Rate	
Origination Lender Type	Seller	First Rate Change Date		Change Index	
Type Financing		Maturity Date		IO Period	

	Borrower 1	SOLEDAD ENRICHMENT	Balloon Rider		Prepayment Penalty Rider	
	Borrower 2		Fixed/Step Rate Rider		Prepayment Penalty Term	
	Additional Borrowers		Adj Rate Rider		Adj Rate Index	
	Vesting					
Transfe			Recorder Doc	an a - a - a	Partial Interest	
2	Transaction ID	5	Number	0211127357	Transferred	
	Sale Date	09/26/2011	Document Type	Deed	Type of Transaction	Non Residential Transfer
	Sale Price		Document Description	Grant Deed	Multiple APNs on Deed	6
	Recorder Book/Page		Recording Date	09/30/2011	Property Use	
	Buyer 1	SOLEDAD ENRICHMENT ACTION INC	Buyer 1 Entity	Company or Corporation	Buyer Vesting	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	222 N VIRGIL AVE, LOS ANGELES, CA 90004-362
	Seller 1	TAIT II, DONALD S	Seller 1 Entity	Married Man	Seller Mailing Address	
	Seller 2	TAIT III, DONALD S	Seller 2 Entity	Single man	Legal City/ Muni/ Township	UNINCORPORATED
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	SW4SE4SW4 S31T09NR19W SBM
	Legal Brief Descr Tract	iption/ Unit/ Phase/			Title Company Name	ORANGE COAST TITLE COMPANY
ransfe	r					
9	Transaction ID	6	Recorder Doc Number	0211127356	Partial Interest Transferred	
	Transfer Date	09/26/2011	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price		Document Description	Intra-family Transfer or Dissolution	Multiple APNs on Deed	6
	Recorder Book/Page		Recording Date	09/30/2011	Property Use	
	Buyer 1	TAIT, BRIAN S	Buyer 1 Entity	Single man	Buyer Vesting	-
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	
	Seller 1	RECK, SHAY A	Seller 1 Entity	Individual	Seller Mailing Address	
	Seller 2	TAIT, SHAY A	Seller 2 Entity	f/k/a (formerly known as)	Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBB&M
	Legal Brief Descr Tract	iption/ Unit/ Phase/			Title Company Name	ORANGE COAST TITLE COMPANY
ransfe	r					
	Transaction ID	7	Recorder Doc Number	0208089540	Partial Interest Transferred	
•	Transfer Date	09/09/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price		Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	Buyer 1 Entity	Trustee or Conservator	Buyer Vesting	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	18661 VIA PALATINO, IRVINE, CA 92603-3445
	Seller 1	TAIT II, DONALD S	Seller 1 Entity	Trustee or Conservator	Seller Mailing Address	
	Seller 2	TAIT III, DONALD S	Seller 2 Entity	Minor, Ward or Client (Represented by Trustee)	Legal City/ Muni/ Township	UNINCORPORATED
	Legal Recorder's Map Ref	PM8898 MB43PG196&197	Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	POR S2SW4 S31T09NR19W SBM
		iption/ Unit/ Phase/			Title Company	

Transfe			Provide P	1	Deptiel Vol	
	Transaction ID	8	Recorder Doc Number	0208089539	Partial Interest Transferred	
	Transfer Date	09/09/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price		Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	Buyer 1 Entity	Married Man	Buyer Vesting	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT II, DONALD S	Seller 1 Entity		Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	UNINCORPORATED
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	POR S2SW4 S31T09NR19W SBM
	Legal Brief Desc Tract	ription/ Unit/ Phase/			Title Company Name	NONE AVAILABLE
Transfe	er					CE DETERM
	Transaction ID	9	Recorder Doc Number	0208089538	Partial Interest Transferred	
	Transfer Date	09/09/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price	1	Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	<b>Buyer 1 Entity</b>	Married Man	Buyer Vesting	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT, BRIAN S	Seller 1 Entity	Married Man	Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	UNINCORPORATED
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	POR S2SW4 S31T09NR19W SBM
	Legal Brief Desc Tract	ription/ Unit/ Phase/			Title Company Name	COMMONWEALTH TITLE
Transfe	er et al la set al la					
3	Transaction ID	10	Recorder Doc Number	0208089537	Partial Interest Transferred	
	Transfer Date	09/24/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price		Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	Buyer 1 Entity	Married Man	Buyer Vesting	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT III, DONALD S	Seller 1 Entity		Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	UNINCORPORATED
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	POR S2SW4 S31T09NR19W SBM
	Tract	ription/ Unit/ Phase/			Title Company Name	COMMONWEALTH TITLE
Transfe	er					
	Transaction ID	11	Recorder Doc Number	0208089536	Partial Interest Transferred	for the second second second
	Transfer Date	09/19/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe

	Sale Price		Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	Buyer 1 Entity	Married Man	Buyer Vesting	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT, SHANE	Seller 1 Entity		Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	UNINCORPORATED
	Legal Recorder's Map Ref	PM8898 MB43PG106&107	Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	POR S2SW4 S31T09NR19W SBM
	Legal Brief Desc Tract	ription/ Unit/ Phase/			Title Company Name	COMMONWEALTH TITLE
ransfe	er					
8	Transaction ID	12	Recorder Doc Number	0208089535	Partial Interest Transferred	
	Transfer Date	09/17/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfer
	Sale Price		Document Description	Intra-family Transfer or Dissolution	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	Buyer 1 Entity	Married Man	Buyer Vesting	Married Man as his sole and separate property
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT, GWENDOLYN ELLEN	Seller 1 Entity	Married Person	Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	UNINCORPORATED
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	POR S2SW4 S31T09NR19W SBM
	Legal Brief Description/ Unit/ Phase/ Tract				Title Company Name	COMMONWEALTH TITLE
ransfe	er					
-	Transaction ID	13	Recorder Doc Number	0201162533	Partial Interest Transferred	
	Transfer Date	10/22/2001	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price		Document Description	Intra-family Transfer or Dissolution	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	10/31/2001	Property Use	
	Buyer 1	TAIT II, DONALD S	<b>Buyer 1 Entity</b>	Married Man	<b>Buyer Vesting</b>	
	Buyer 2	TAIT, BRIAN	Buyer 2 Entity	Single man	Buyer Mailing Address	2799 THICKET PL, SIMI VALLEY, CA 93065-1323
	Seller 1	TAIT, DONALD S	Seller 1 Entity	Single man	Seller Mailing Address	PO BOX 166, FRAZIER PARK, CA 93225
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	UNINCORPORATED
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	POR S2SW4 S31T09NR19W SBM
	Legal Brief Desc Tract	ription/ Unit/ Phase/			Title Company Name	
ransfe	r					
9	Transaction ID	14	Recorder Doc Number	0197005492	Partial Interest Transferred	
-	Transfer Date	01/01/1997	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price		Document Description	Gift Deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	01/15/1997	Property Use	
	Buyer 1	TAIT II, DONALD S	<b>Buyer 1 Entity</b>	Trustee or Conservator	<b>Buyer Vesting</b>	Trust

Buyer 2	TAIT III, DONALD S	Buyer 2 Entity	Minor, Ward or Client (Represented by Trustee)	Buyer Mailing Address	426 S ARDEN BLVD, LOS ANGELES, CA 90020-4736
Seller 1	TAIT DONALD S	Seller 1 Entity	Seller is owner on current Assessment File	Seller Mailing Address	
Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
Legal Record Map Ref	ler's	Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	
Legal Brief Description/ Unit/ Phase/ Tract		SECTION 31, TOWNSHIP 9, RANGE 19, QUARTER///		Title Company Name	



### **Assessor Map Report**

Report Date: 02/16/2023

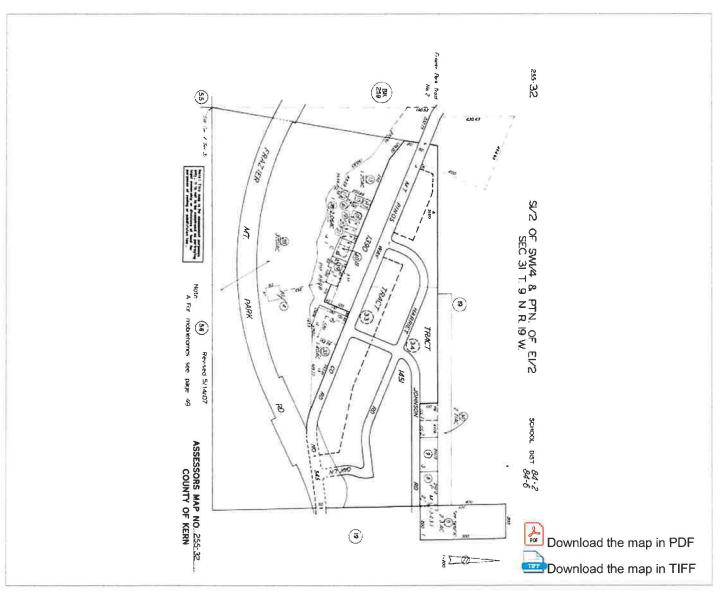
Order ID: R107319063

#### **Subject Property Location**

#### **Property Address**

City, State & Zip County FRAZIER PARK, CA 93225 KERN COUNTY

Parcel Number 255-320-28-00-3



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# **Property Details Report**

#### **Subject Property Location**

Property Address	311 CARNELIA TRL
City, State & Zip	FRAZIER PARK, CA 93225
County	KERN COUNTY
Mailing Address	
Census Tract	0033.05
Thomas Bros Pg-Grid	

Report Date: 02/16/2023 Order ID: R107319066

Property Use Single Family Residential Parcel Number Latitude 34.816276 Longitude -118.939803

255-560-01-00-4

Legal Description Details Sec/Twn/Rng/Mer: SEC 06 TWN 08 RNG 19 Brief Description: SECTION 6, TOWNSHIP 8, RANGE 19, QUARTER

Current Ownership Information Source of Quenership dat.	I. Recorder Information	
	Sale Price \$3,1	00,000
Primary Owner Name(s) C&C ELITE PROPERTIES LLC,	Sale Date	
	Recording Date 06/0	3/2022
Venting	Recorder Doc # 2220	88800
Vesting	Book/Page	

Late	st Full Sale Inf	ormation			
				Sale Price	\$3,100,000
Prima	ary Owner Name(s	) C&C ELITE PROPERTIE	Sale Date	05/25/2022	
			<b>Recording Date</b>	06/03/2022	
Vesting		Recorder Doc #	222088800		
Finan	cing Details at Tim	e of Purchase			
	Loan Amount	\$1,800,000	Origination Lender Name	AGOURA HILLS FINANC	CIAL
1	Loan Type	Commercial Loan	Recording Doc #	222088801	
2	Loan Amount	\$1,310,000	<b>Origination Lender Name</b>	SOLEDAD ENRICHMEN	T ACTION INC
2	Loan Type	Commercial Loan	Recording Doc #	222088802	

	Bedrooms	3	Year Built	1930	Living Area (SF)	1,491
2	Bathrooms/Partial	2	Garage/No. of Cars	Detached Garage/2	Price (\$/SF)	\$2,079/SF
	Total Rooms		Stories/Floors	1 Story	Lot Size (SF/AC)	1,611,284/36.99
	<b>Construction Type</b>	Wood	No. of Units		Fireplace	One Fireplace
	Exterior Walls		No. of Buildings		Pool	
	Roof Material/Type		Basement Type/Area		Heat Type	None
	Foundation Type		Style		A/C	Ν
	Property Type	Residential	View		Elevator	
	Land Use	Single Family Residential			Zoning	

	Assessment Year	2022	Tax Year	2022	Tax Exemption	
	<b>Total Assessed Value</b>	\$739,750	Tax Amount	\$8,460.26	Tax Rate Area	84-036
	Land Value	\$656,901	Tax Account ID			
<b>Improvement Value</b>	Improvement Value	\$82,849	Tax Status	No Delinquency Found		
	Improvement Ratio	11.2%	<b>Delinquent Tax Year</b>			
	Total Value			Market Improvement Value		
ŝ	Marker Land Volue			Markey Value Year		

Lien History							
Trans. ID	Recording Date	Lender	Amount	Purchase Money			
1	06/03/2022	AGOURA HILLS FINANCIAL	\$1,800,000	YES			

2	06/03/2022	SOLEDAD ENRICHMENT ACTION INC	\$1,310,000	NO
Loan Off	icer Insights			
No details av	ailable			

# **TICOR TITLE** Transaction History Report - Detailed View

#### **Subject Property Location**

Property Address
City, State & Zip
County
Mailing Address

311 CARNELIA TRL FRAZIER PARK, CA 93225 KERN COUNTY Report Date: 02/16/2023 Order ID: R107319068

Property Use Parcel Number Single Family Residential 255-560-01-00-4

Trans ID	Recording Date	Document Type	Document Description	Sale Price / Loan Amount	Document Number	Buyer / Borrower	Seller
1	06/03/2022	Mortgage	Commercial Loan	\$1,310,000	222088802	C&C ELITE PROPERTIES	
2	06/03/2022	Mortgage	Commercial Loan	\$1,800,000	222088801	C&C ELITE PROPERTIES	
3	06/03/2022	Deed	Grant Deed	\$3,100,000	222088800	C&C ELITE PROPERTIES LLC	SOLEDAD ENRICHMENT ACTION INC
4	09/30/2011	Mortgage	Seller take-back	\$2,000,000	0211127358	SOLEDAD ENRICHMENT ACTION INC	
5	09/30/2011	Deed	Grant Deed		0211127357	SOLEDAD ENRICHMENT ACTION INC	TAIT II, DONALD S; TAIT III, DONALD S; TAIT, BRIAN S; TAIT, SHANE
6	09/30/2011	Deed	Intra-family Transfer or Dissolution		0211127356	TAIT, BRIAN S	RECK, SHAY A; TAIT, SHAY A
7	06/05/2008	Deed	Correction deed		0208089540	TAIT II, DONALD S; TAIT, SHANE; 000002; TAIT, BRIAN S; TAIT, DONALD S	TAIT II, DONALD S; TAIT III, DONALD S
8	06/05/2008	Deed	Correction deed		0208089539	TAIT II, DONALD S; TAIT, SHANE; 000002; TRAIT, BRIAN S; TAIT III, DONALD S	TAIT II, DONALD S
9	06/05/2008	Deed	Correction deed		0208089538	TAIT II, DONALD S; TAIT, SHANE; 000002; TAIT, BRIAN S; TAIT III, DONALD S	TAIT, BRIAN S
10	06/05/2008	Deed	Correction deed		0208089537	TAIT II, DONALD S; TAIT, SHANE; 000002; TAIT, BRIAN S; TAIT III, DONALD S	TAIT III, DONALD S
11	06/05/2008	Deed	Correction deed		0208089536	TAIT II, DONALD S; TAIT, SHANE; 000002; TAIT, BRIAN S; TAIT III, DONALD S	TAIT, SHANE
12	06/05/2008	Deed	Intra-family Transfer or Dissolution		0208089535	TAIT II, DONALD S	TAIT, GWENDOLYN ELLEN
13	12/27/1996	Deed	Gift Deed		0196165602	TAIT II, DONALD S; TAIT III, DONALD S	TAIT, DONALD S
14	05/17/1994	Deed	Grant Deed		077508	TAIT II, DONALD S	TAIT, DONALD S
15	05/17/1994	Deed	Grant Deed		077507	TAIT, BRIAN S	TAIT, DONALD S
16	12/28/1993	Deed	Grant Deed		189117	TAIT, BRIAN S; TAIT, SHANE	TAIT, DONALD S
17	12/28/1993	Deed	Grant Deed		189116	TAIT II, DONALD S; TAIT III, DONALD S	TAIT, DONALD S

Transaction History Legend Transfer



Mortgage Release

Mortgage

Mortgage Assignment



	Loan Amount	\$1,310,000	Document Description	Commercial Loan	1st Periodic Floor Rate	
	Loan Type	Commercial Loan	Recording Date	06/03/2022	1st Periodic Cap Rate	
	Origination Lender Name	SOLEDAD ENRICHMENT	Origination Interest Rate		Lifetime Cap Rate	
	Origination Lender Type	Other	First Rate Change Date		Change Index	
	Type Financing		Maturity Date		IO Period	
	Borrower 1	C&C ELITE PROPERTIES	Balloon Rider		Prepayment Penalty Rider	
	Borrower 2		Fixed/Step Rate Rider		Prepayment Penalty Term	
	Additional Borrowers		Adj Rate Rider		Adj Rate Index	
	Vesting					
Mortga	ge					
A	Transaction ID	2	Recorder Doc Number	222088801	Recorder Book/Page	
•	Mortgage Date		Document Type	Mortgage	Rate Change Freq	
	Loan Amount	\$1,800,000	Document Description	Commercial Loan	1st Periodic Floor Rate	
	Loan Type	Commercial Loan	Recording Date	06/03/2022	1st Periodic Cap Rate	
	Origination Lender Name	AGOURA HILLS FINANCIAL	Origination Interest Rate		Lifetime Cap Rate	
	Origination Lender Type	Other	First Rate Change Date		Change Index	
	Type Financing		Maturity Date		IO Period	
	Borrower 1	C&C ELITE PROPERTIES	Balloon Rider		Prepayment Penalty Rider	
	Borrower 2		Fixed/Step Rate Rider		Prepayment Penalty Term	
	Additional Borrowers		Adj Rate Rider		Adj Rate Index	
	Vesting					
Transfe	r.					
3	Transaction ID	3	Recorder Doc Number	222088800	Partial Interest Transferred	
	Sale Date	05/25/2022	Document Type	Deed	Type of Transaction	Arms-Length Transfer
	Sale Price	\$3,100,000	Document Description	Grant Deed	Multiple APNs on Deed	5
	Recorder Book/Page		Recording Date	06/03/2022	Property Use	
	Buyer 1	C&C ELITE PROPERTIES	Buyer 1 Entity	Limited Liability Company	Buyer Vesting	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	
	Seller 1	SOLEDAD ENRICHMENT ACTION INC	Seller 1 Entity	Corporation	Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
	Legal Recorder's Map Ref	inting / Unit / Diago /	Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBBM
Iortes	Tract	iption/ Unit/ Phase/		-	Title Company Name	CHICAGO TITLE COMPANY
fortgag	ge Transaction ID	4	Recorder Doc Number	0211127358	Recorder Book/Page	
U	Mortgage Date		Document Type	Mortgage	Rate Change Freq	
	Loan Amount	\$2,000,000	Document	Seller take-back	1st Periodic Floor Rate	
	Loan Amount		Description		Floor Rate	

Origination Lender Name	DONALD S TAIT II ETAL	Origination Interest Rate	Lifetime Cap Rate
Origination Lender Type	Seller	First Rate Change Date	Change Index
Type Financing		Maturity Date	IO Period
Borrower 1	SOLEDAD ENRICHMENT ACTION INC	Balloon Rider	Prepayment Penalty Rider
Borrower 2		Fixed/Step Rate Rider	Prepayment Penalty Term
Additional Borrowers		Adj Rate Rider	Adj Rate Index

#### Transfer

Vesting

•	Transaction ID	5	Recorder Doc Number	0211127357	Partial Interest Transferred	
	Sale Date	09/26/2011	Document Type	Deed	Type of Transaction	Non Residential Transfer
	Sale Price		Document Description	Grant Deed	Multiple APNs on Deed	6
	Recorder Book/Page		Recording Date	09/30/2011	Property Use	1
	Buyer 1	SOLEDAD ENRICHMENT	Buyer 1 Entity	Company or Corporation	Buyer Vesting	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	222 N VIRGIL AVE, LOS ANGELES, CA 90004-3622
	Seller 1	TAIT II, DONALD S	Seller 1 Entity	Married Man	Seller Mailing Address	
	Seller 2	TAIT III, DONALD S	Seller 2 Entity	Single man	Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision	,	Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBB&M
	Legal Brief Descr Tract	iption/ Unit/ Phase/			Title Company Name	ORANGE COAST TITLE COMPANY

#### Transfer

8

316		and the second second second		the second s		
3	Transaction ID	6	Recorder Doc Number	0211127356	Partial Interest Transferred	
	Transfer Date	09/26/2011	Document Type	Deed	Type of Transaction	Non Arms-Length Transfer
	Sale Price	F	Document Description	Intra-family Transfer or Dissolution	Multiple APNs on Deed	6
	Recorder Book/Page		Recording Date	09/30/2011	Property Use	
	Buyer 1	TAIT, BRIAN S	<b>Buyer 1 Entity</b>	Single man	<b>Buyer Vesting</b>	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	
	Seller 1	RECK, SHAY A	Seller 1 Entity	Individual	Seller Mailing Address	
	Seller 2	TAIT, SHAY A	Seller 2 Entity	f/k/a (formerly known as)	Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBB&M
	Legal Brief Desc Tract	ription/ Unit/ Phase/			Title Company Name	ORANGE COAST TITLE COMPANY

Transfer

11310						
8	Transaction ID	7	Recorder Doc Number	0208089540	Partial Interest Transferred	
	Transfer Date	09/09/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfer
	Sale Price		Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	<b>Buyer 1 Entity</b>	Trustee or Conservator	<b>Buyer Vesting</b>	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	18661 VIA PALATINO, IRVINE, CA 92603-3445
	Seller 1	TAIT II, DONALD S	Seller 1 Entity	Trustee or Conservator	Seller Mailing Address	

	Seller 2	TAIT III, DONALD S	Seller 2 Entity	Minor, Ward or Client (Represented by Trustee)	Legal City/ Muni/ Township	FRAZIER PARK
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBM
	Legal Brief Desc Tract	ription/ Unit/ Phase/	SE4 NE4 SEC06 & SV RNG19W SBM/ / /	W4 NW4 SEC05 TWP08N	Title Company Name	COMMONWEALTH TITLE
Fransfe	er					
3	Transaction ID	8	Recorder Doc Number	0208089539	Partial Interest Transferred	
	Transfer Date	09/09/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price		Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	<b>Buyer 1 Entity</b>	Married Man	Buyer Vesting	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT II, DONALD S	Seller 1 Entity		Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	FRAZIER PARK
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBM
	Legal Brief Desc Tract	ription/ Unit/ Phase/	SE4 NE4 SEC06 & SV RNG19W SBM/ / /	W4 NW4 SEC05 TWP08N	Title Company Name	NONE AVAILABLE
ransfe	r					
9	Transaction ID	9	Recorder Doc Number	0208089538	Partial Interest Transferred	
-	Transfer Date	09/09/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price	the second second second second	Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	Buyer 1 Entity	Married Man	Buyer Vesting	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT, BRIAN S	Seller 1 Entity	Married Man	Seller Mailing Address	
	Seller 2	1	Seller 2 Entity		Legal City/ Muni/ Township	FRAZIER PARK
	Legal Recorder's Map Ref	1	Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBM
	Legal Brief Descr Tract	iption/ Unit/ Phase/	SE4 NE4 SEC06 & SW RNG19W SBM/ / /	W4 NW4 SEC05 TWP08N	Title Company Name	COMMONWEALTH TITLE
ransfe	r.					
8	Transaction ID	10	Recorder Doc Number	0208089537	Partial Interest Transferred	
•	Transfer Date	09/24/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price		Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	Buyer 1 Entity	Married Man	Buyer Vesting	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT III, DONALD S	Seller 1 Entity		Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	FRAZIER PARK
	Legal Recorder's		Legal		Legal Section/	S06T08NR19W SBM
	Map Ref		Subdivision		Twn/ Rng/ Mer	

Transfe	er		Same and	Aller and the	manufactor and a	2 August
-	Transaction ID	11	Recorder Doc Number	0208089536	Partial Interest Transferred	
-	Transfer Date	09/19/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price		Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	Buyer 1 Entity	Married Man	Buyer Vesting	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT, SHANE	Seller 1 Entity		Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	FRAZIER PARK
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBM
	Tract	ription/ Unit/ Phase/	SE4 NE4 SEC06 & SV RNG19W SBM/ / /	N4 NW4 SEC05 TWP08N	Title Company Name	COMMONWEALTH TITLE
Transfe	r			and the second second		
3	Transaction ID	12	Recorder Doc Number	0208089535	Partial Interest Transferred	
	Transfer Date	09/17/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfer
	Sale Price		Document Description	Intra-family Transfer or Dissolution	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	Buyer 1 Entity	Married Man	Buyer Vesting	Married Man as his sole and separate property 311 CARNELIA TRL,
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT, GWENDOLYN ELLEN	Seller 1 Entity	Married Person	Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBM
	Legal Brief Desc Tract	ription/ Unit/ Phase/	SE4 NE4 SEC06 & SV RNG19W SBM/ / /	W4 NW4 SEC05 TWP08N	Title Company Name	COMMONWEALTH TITLE
Transfe	ar in the second se					
	Transaction ID	13	Recorder Doc Number	0196165602	Partial Interest Transferred	
	Transfer Date	12/01/1996	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price		Document Description	Gift Deed	Multiple APNs on Deed	3
	Recorder Book/Page		Recording Date	12/27/1996	Property Use	
	Buyer 1	TAIT II, DONALD S	Buyer 1 Entity	Trustee or Conservator	<b>Buyer Vesting</b>	Trust
	Buyer 2	TAIT III, DONALD S	Buyer 2 Entity	Minor, Ward or Client (Represented by Trustee)	Buyer Mailing Address	426 S ARDEN BLVD, LOS ANGELES, CA 90020-473
	Seller 1	TAIT, DONALD S	Seller 1 Entity	Married Man	Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision	1	Legal Section/ Twn/ Rng/ Mer	
	Legal Brief Desc Tract	ription/ Unit/ Phase/	SECTION 6, TOWNSH	HIP 8, RANGE 19, QUARTER/	Title Company Name	
Transfe	er	THE REAL PROPERTY OF				
-	Transaction ID	14	Recorder Doc Number	077508	Partial Interest Transferred	
	Transfer Date	01/21/1994	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe

	Sale Price		Document Description	Grant Deed	Multiple APNs on Deed	3
	Recorder Book/Page	7034/ 2483	Recording Date	05/17/1994	<b>Property Use</b>	
	Buyer 1	TAIT II, DONALD S	<b>Buyer 1 Entity</b>	Married Man	Buyer Vesting	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	7085 BIRDVIEW AVE, MALIBU, CA 90265-4106
	Seller 1	TAIT, DONALD S	Seller 1 Entity	Married Man	Seller Mailing Address	0007085 BIRDVIEW AVE MALIBU, CA 90265
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBBM
	Legal Brief Descr Tract	iption/ Unit/ Phase/			Title Company Name	
ransfe	er					
8	Transaction ID	15	Recorder Doc Number	077507	Partial Interest Transferred	
•	Transfer Date	01/21/1994	Document Type	Deed	Type of Transaction	Non Arms-Length Transf
	Sale Price		Document Description	Grant Deed	Multiple APNs on Deed	3
	Recorder Book/Page	7034/ 2481	Recording Date	05/17/1994	Property Use	
	Buyer 1	TAIT, BRIAN S	Buyer 1 Entity	Married Man	Buyer Vesting	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	7085 BIRDVIEW AVE, MALIBU, CA 90265-4106
	Seller 1	TAIT, DONALD S	Seller 1 Entity	Married Man	Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBBM
		iption/ Unit/ Phase/			Title Company Name	
ransfe	er					
-	Transaction ID	16	Recorder Doc Number	189117	Partial Interest Transferred	
	Transfer Date	11/30/1993	Document Type	Deed	Type of Transaction	Non Arms-Length Transf
	Sale Price		Document Description	Grant Deed	Multiple APNs on Deed	3
	Recorder Book/Page	6962/ 2286	Recording Date	12/28/1993	Property Use	
	Buyer 1	TAIT, BRIAN S	<b>Buyer 1 Entity</b>	Married Man	Buyer Vesting	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity		Buyer Mailing Address	7085 BIRDVIEW AVE, MALIBU, CA 90265-4106
	Seller 1	TAIT, DONALD S	Seller 1 Entity	Married Man	Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S6 T8N R19W SBBM
	Legal Brief Descr Tract	iption/ Unit/ Phase/			Title Company Name	
ransfe	er					
<b>R</b> ,	Transaction ID	17	Recorder Doc Number	189116	Partial Interest Transferred	
	Transfer Date	11/30/1993	Document Type	Deed	Type of Transaction	Non Arms-Length Transf
	Sale Price		Document Description	Grant Deed	Multiple APNs on Deed	3
	Recorder Book/Page	6962/ 2284	Recording Date	12/28/1993	Property Use	
	Buyer 1	TAIT II, DONALD S	Buyer 1 Entity	Married Man	Buyer Vesting	
	Buyer 2	TAIT III, DONALD S	Buyer 2 Entity		Buyer Mailing Address	7085 BIRDVIEW AVE, MALIBU, CA 90265-4106
	1.0		the second se	and the second se		

Seller 1	TAIT, DONALD S	Seller 1 Entity	Married Man	Seller Mailing Address	0007085 BIRDVIEW AVE, MALIBU, CA 90265
Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S6 T8N R19W SBBM
Legal Brief Descr Tract	iption/ Unit/ Phase/			Title Company Name	



Report Date: 02/16/2023

Order ID: R107319067

#### Subject Property Location

Property Address City, State & Zip County 311 CARNELIA TRL FRAZIER PARK, CA 93225 KERN COUNTY

Parcel Number 255

255-560-01-00-4



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## **Property Details Report**

#### **Subject Property Location**

Property Address	
City, State & Zip	LEBEC, CA 93243
County	KERN COUNTY
Mailing Address	222 N VIRGIL AVE, LOS ANGELES, CA 90004-3622
Census Tract	
Thomas Bros Pg-Grid	

Property Use Parcel Number Latitude Longitude Residential - Vacant Land 255-560-05-00-6 34.814416 -118,922913

Report Date: 02/16/2023 Order ID: R107319079

Legal Description Details Sec/Twn/Rng/Mer: SEC 05 TWN 08 RNG 19 Brief Description: SECTION 5, TOWNSHIP 8, RANGE 19, QUARTER

<b>Current Ownership Information</b>	*Source of Ownership data, Assessment Data
Primary Owner Name(s)	SOLEDAD ENRICHMENT ACTION INC
Vesting	Company

#### Latest Full Sale Information

Details beyond coverage limitations

#### **Financing Details at Time of Purchase**

No financing details available

#### Property Characteristics

their A entereristice				
Bedrooms		Year Built	Living Area (SF)	0
Bathrooms/Partial		Garage/No. of Cars	Price (\$/SF)	
Total Rooms		Stories/Floors	Lot Size (SF/AC)	3,474,346/79.76
<b>Construction Type</b>		No. of Units	Fireplace	
Exterior Walls		No. of Buildings	Pool	
Roof Material/Type		Basement Type/Area	Heat Type	
Foundation Type		Style	A/C	
Property Type	Vacant Land	View	Elevator	
Land Use	Residential - V	acant Land	Zoning	А

	Assessment Year	2022	Tax Year	2022	Tax Exemption	
	Total Assessed Value	\$662,818	Tax Amount	\$7,293.70	Tax Rate Area	84-038
	Land Value	\$662,818	Tax Account ID			
	Improvement Value		Tax Status	No Delinquen	cy Found	
	Improvement Ratio		Delinquent Tax Year			
	Total Value			Market Im	provement Value	
0	Market Land Value			Market Val	tor Year	

Lien History						
Trans. ID	Recording Date	Lender	Amount	Purchase Money		
1	06/03/2022	SOLEDAD ENRICHMENT ACTION INC	\$1,310,000	NO		
2	09/30/2011	DONALD S TAIT II ETAL	\$2,000,000	YES		

Loan Officer Insights	
No details available	

## **TICOR TITLE** Transaction History Report - Detailed View

#### **Subject Property Location**

#### **Property Address**

City, State & Zip	LEBEC, CA 93243
County	KERN COUNTY
Mailing Address	222 N VIRGIL AVE, LOS ANGELES, CA 90004-3622

Property Use Parcel Number Residential - Vacant Land

Report Date: 02/16/2023 Order ID: R107319080

255-560-05-00-6

Mortgage Assignment

Frans	action Su	mmary					- All Street and Street
Trans ID	Recording Date	Document Type	Document Description	Sale Price / Loan Amount	Document Number	Buyer / Borrower	Seller
1	06/03/2022	Mortgage	Commercial Loan	\$1,310,000	222088802	C&C ELITE PROPERTIES	
2	09/30/2011	Mortgage	Seller take-back	\$2,000,000	0211127358	SOLEDAD ENRICHMENT ACTION INC	
3	09/30/2011	Deed	Grant Deed		0211127357	SOLEDAD ENRICHMENT ACTION INC	TAIT II, DONALD S; TAIT III, DONALD S; TAIT, BRIAN S; TAIT, SHANE
4	09/30/2011	Deed	Intra-family Transfer or Dissolution		0211127356	TAIT, BRIAN S	RECK, SHAY A; TAIT, SHAY A
5	06/05/2008	Deed	Correction deed		0208089540	TAIT II, DONALD S; TAIT, SHANE; 000002; TAIT, BRIAN S; TAIT, DONALD S	TAIT II, DONALD S; TAIT III, DONALD S
6	06/05/2008	Deed	Correction deed		0208089539	TAIT II, DONALD S; TAIT, SHANE; 000002; TRAIT, BRIAN S; TAIT III, DONALD S	TAIT II, DONALD S
7	06/05/2008	Deed	Correction deed		0208089538	TAIT II, DONALD S; TAIT, SHANE; 000002; TAIT, BRIAN S; TAIT III, DONALD S	TAIT, BRIAN S
8	06/05/2008	Deed	Correction deed	1	0208089537	TAIT II, DONALD S; TAIT, SHANE; 000002; TAIT, BRIAN S; TAIT III, DONALD S	TAIT III, DONALD S
9	06/05/2008	Deed	Correction deed		0208089536	TAIT II, DONALD S; TAIT, SHANE; 000002; TAIT, BRIAN S; TAIT III, DONALD S	TAIT, SHANE
10	06/05/2008	Deed	Intra-family Transfer or Dissolution		0208089535	TAIT II, DONALD S	TAIT, GWENDOLYN ELLEN

Transaction History Legend



#### **Transaction Details**

tga	ac				
	Transaction ID	1	Recorder Doc Number	222088802	Recorder Book/Page
	Mortgage Date	05/26/2022	Document Type	Mortgage	Rate Change Freq
	Loan Amount	\$1,310,000	Document Description	Commercial Loan	1st Periodic Floor Rate
	Loan Type	Commercial Loan	Recording Date	06/03/2022	1st Periodic Cap Rate
	Origination Lender Name	SOLEDAD ENRICHMENT	Origination Interest Rate		Lifetime Cap Rate
	Origination Lender Type	Other	First Rate Change Date		Change Index
	Type Financing		Maturity Date		IO Period
	Borrower 1	C&C ELITE PROPERTIES	Balloon Rider		Prepayment Penalty Rider
	Borrower 2		Fixed/Step Rate Rider		Prepayment Penalty Term

Mortgage

Mortgage Release

	Borrowers		Adj Rate Rider		Adj Rate Index	
	Vesting					
Mortga	ge					
0	Transaction ID	2	Recorder Doc Number	0211127358	Recorder Book/Page	
	Mortgage Date		Document Type	Mortgage	Rate Change Freq	
	Loan Amount	\$2,000,000	Document Description	Seller take-back	1st Periodic Floor Rate	
	Loan Type	Seller take-back	Recording Date	09/30/2011	1st Periodic Cap Rate	
	Origination Lender Name	DONALD S TAIT II ETAL	Origination Interest Rate		Lifetime Cap Rate	
	Origination Lender Type	Seller	First Rate Change Date		Change Index	
	Type Financing		Maturity Date		IO Period	
	Borrower 1	SOLEDAD ENRICHMENT ACTION INC	Balloon Rider		Prepayment Penalty Rider	
	Borrower 2		Fixed/Step Rate Rider		Prepayment Penalty Term	
	Additional Borrowers		Adj Rate Rider		Adj Rate Index	
	Vesting					
Transfe	r					
-	Transaction ID	3	Recorder Doc Number	0211127357	Partial Interest Transferred	
U	Sale Date	09/26/2011	Document Type	Deed	Type of Transaction	Non Residential Transfer
	Sale Price		Document Description	Grant Deed	Multiple APNs on Deed	6
	Recorder Book/Page		Recording Date	09/30/2011	Property Use	
	Buyer 1	SOLEDAD ENRICHMENT	Buyer 1 Entity	Company or Corporation	Buyer Vesting	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	222 N VIRGIL AVE, LOS ANGELES, CA 90004-362
	Seller 1	TAIT II, DONALD S	Seller 1 Entity	Married Man	Seller Mailing Address	
	Seller 2	TAIT III, DONALD S	Seller 2 Entity	Single man	Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	SW4NW4 S05T08NR19W SBM
	Legal Brief Descr Tract	iption/ Unit/ Phase/			Title Company Name	ORANGE COAST TITLE COMPANY
fransfe	r					
-	Transaction ID	4	Recorder Doc Number	0211127356	Partial Interest Transferred	
	Transfer Date	09/26/2011	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price		Document Description	Intra-family Transfer or Dissolution	Multiple APNs on Deed	6
	Recorder Book/Page		Recording Date	09/30/2011	Property Use	
	Buyer 1	TAIT, BRIAN S	Buyer 1 Entity	Single man	Buyer Vesting	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	
	Seller 1	RECK, SHAY A	Seller 1 Entity	Individual	Seller Mailing Address	
	Seller 2	TAIT, SHAY A	Seller 2 Entity	f/k/a (formerly known as)	Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBB&M
	Legal Brief Descr Tract	iption/ Unit/ Phase/			Title Company Name	ORANGE COAST TITLE COMPANY
Fransfe	r			the set of		A Design of the second s

	Transfer Date	09/09/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfer
	Sale Price		Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	<b>Buyer 1 Entity</b>	Trustee or Conservator	Buyer Vesting	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	18661 VIA PALATINO, IRVINE, CA 92603-3445
	Seller 1	TAIT II, DONALD S	Seller 1 Entity	Trustee or Conservator	Seller Mailing Address	
	Seller 2	TAIT III, DONALD S	Seller 2 Entity	Minor, Ward or Client (Represented by Trustee)	Legal City/ Muni/ Township	FRAZIER PARK
	Legal Recorder' Map Ref	s	Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBM
	Legal Brief Desc Tract	ription/ Unit/ Phase/	SE4 NE4 SEC06 & SN RNG19W SBM/ / /	W4 NW4 SEC05 TWP08N	Title Company Name	COMMONWEALTH TITLE
Transfe	er					
	Transaction ID	6	Recorder Doc Number	0208089539	Partial Interest Transferred	
•	Transfer Date	09/09/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfer
	Sale Price		Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	<b>Buyer 1 Entity</b>	Married Man	<b>Buyer Vesting</b>	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT II, DONALD S	Seller 1 Entity		Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	FRAZIER PARK
	Legal Recorder's Map Ref	5	Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBM
	Legal Brief Desc Tract	ription/ Unit/ Phase/	SE4 NE4 SEC06 & SV RNG19W SBM/ / /	W4 NW4 SEC05 TWP08N	Title Company Name	NONE AVAILABLE
Transfe	r					
9	Transaction ID	7	Recorder Doc Number	0208089538	Partial Interest Transferred	
•	Transfer Date	09/09/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfer
	Sale Price		Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	<b>Buyer 1 Entity</b>	Married Man	Buyer Vesting	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT, BRIAN S	Seller 1 Entity	Married Man	Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	FRAZIER PARK
	Legal Recorder's Map Ref	5	Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBM
	Legal Brief Desc Tract	ription/ Unit/ Phase/	SE4 NE4 SEC06 & SV RNG19W SBM/ / /	V4 SW4 SEC05 TWP08N	Title Company Name	COMMONWEALTH TITLE
ransfe	r i i i i i i i i i i i i i i i i i i i					
3	Transaction ID	8	Recorder Doc Number	0208089537	Partial Interest Transferred	
-	Transfer Date	09/24/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfer
	Sale Price		Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	<b>Buyer 1 Entity</b>	Married Man	Buyer Vesting	

	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT III, DONALD S	Seller 1 Entity		Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	FRAZIER PARK
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBM
	Legal Brief Desc Tract	ription/ Unit/ Phase/	SE4 NE4 SEC06 & SV RNG19W SBM/ / /	W4 NW4 SEC05 TWP08N	Title Company Name	COMMONWEALTH TITLE
Transfe	r					
•	Transaction ID	9	Recorder Doc Number	0208089536	Partial Interest Transferred	
-	Transfer Date	09/19/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price		Document Description	Correction deed	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	Buyer 1 Entity	Married Man	<b>Buyer Vesting</b>	
	Buyer 2	TAIT, SHANE	Buyer 2 Entity	Single man	Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT, SHANE	Seller 1 Entity		Seller Mailing Address	
	Seller 2		Seller 2 Entity	1	Legal City/ Muni/ Township	FRAZIER PARK
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBM
	Legal Brief Description/ Unit/ Phase/ Tract		SE4 NE4 SEC06 & SV RNG19W SBM/ / /	W4 NW4 SEC05 TWP08N	Title Company Name	COMMONWEALTH TITLE
Transfe	er					
9	Transaction ID	10	Recorder Doc Number	0208089535	Partial Interest Transferred	
•	Transfer Date	09/17/2007	Document Type	Deed	Type of Transaction	Non Arms-Length Transfe
	Sale Price		Document Description	Intra-family Transfer or Dissolution	Multiple APNs on Deed	+
	Recorder Book/Page		Recording Date	06/05/2008	Property Use	
	Buyer 1	TAIT II, DONALD S	Buyer 1 Entity	Married Man	Buyer Vesting	Married Man as his sole and separate property
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	311 CARNELIA TRL, FRAZIER PARK, CA 93225-1166
	Seller 1	TAIT, GWENDOLYN ELLEN	Seller 1 Entity	Married Person	Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBM
	Legal Brief Desc	ription/ Unit/ Phase/	SE4 NE4 SEC06 & SI	W4 NW4 SEC05 TWP08N	<b>Title Company</b>	COMMONWEALTH TITLE



Report Date: 02/16/2023

Order ID: R107319078

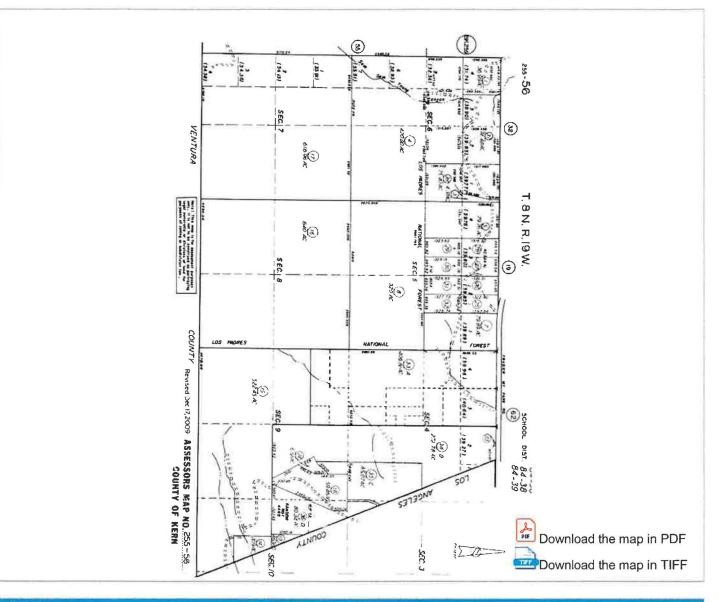
#### Subject Property Location

### Property Address

City, State & Zip County LEBEC, CA 93243 KERN COUNTY

255-560-05-00-6

**Parcel Number** 



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## **Property Details Report**

Report Date: 02/16/2023

Order ID: R107319071

#### **Subject Property Location**

Property Address City, State & Zip County Mailing Address Census Tract Thomas Bros Pg-Grid

LEBEC, CA 93243 KERN COUNTY

Property UseResidential - Vacant LandParcel Number255-560-37-00-9Latitude34.816255Longitude-118.933592

Legal Description Details Sec/Twn/Rng/Mer: SEC 06 TWN 08 RNG 19 Brief Description: SECTION 6, TOWNSHIP 8, RANGE 19, QUARTER

Current Ownership Information Source of Ownership data	Recorder Information		
	Sale Price	\$3,100,000	
Primary Owner Name(s) C&C ELITE PROPERTIES LLC,	Sale Date		
	Recording Date	06/03/2022	
	Recorder Doc #	222088800	
Vesting	Book/Page		

Late	st Full Sale In	ormation			
				Sale Price	\$3,100,000
Prima	ary Owner Name(	6) C&C ELITE PROPERTIE	Sale Date	05/25/2022	
				Recording Date	06/03/2022
Veeti				Recorder Doc #	222088800
Vesti	ng			Book/Page	
Finar	icing Details at Tir	ne of Purchase			
	Loan Amount	\$1,800,000	<b>Origination Lender Name</b>	AGOURA HILLS FINANC	CIAL
1	Loan Type	Commercial Loan	Recording Doc #	222088801	
2	Loan Amount	\$1,310,000	Origination Lender Name	SOLEDAD ENRICHMEN	T ACTION INC
2	Loan Type	Commercial Loan	Recording Doc #	222088802	

Bedrooms		Year Built	Living Area (SF)	0
Bathrooms/Partial		Garage/No. of Cars	Price (\$/SF)	
Total Rooms		Stories/Floors	Lot Size (SF/AC)	3,244,349/74.48
<b>Construction Type</b>		No. of Units	Fireplace	
Exterior Walls		No. of Buildings	Pool	
Roof Material/Type		Basement Type/Area	Heat Type	
Foundation Type		Style	A/C	
Property Type	Vacant Land	View	Elevator	
Land Use	Residential - V	acant Land	Zoning	A C2PD

)	Assessment Year	2022	Tax Year	2022	Tax Exemption	
	Total Assessed Value	\$787,092	Tax Amount	\$8,661.22	Tax Rate Area	84-038
	Land Value	\$757,507	Tax Account ID			
	Improvement Value	\$29,585	Tax Status	No Delinquen	ncy Found	
	Improvement Ratio	3.76%	<b>Delinquent Tax Year</b>			
	Total Value			Market Im	provement Value	
	Market Land Value			Market Val	ue Year	

Lien History							
Trans. ID	Recording Date	Lender	Amount	Purchase Money			
1	06/03/2022	AGOURA HILLS FINANCIAL	\$1,800,000	YES			
2	06/03/2022	SOLEDAD ENRICHMENT ACTION INC	\$1,310,000	NO			

Loan Officer Insights

No details available

## **TICOR TITLE** Transaction History Report - Detailed View

#### **Subject Property Location**

**Property Address** 

City, State & Zip	LEBEC, CA 93243
County	KERN COUNTY
Mailing Address	

#### Report Date: 02/16/2023 Order ID: R107319072

**Property Use Parcel Number** 

2

Mortgage Assignment

Residential - Vacant Land 255-560-37-00-9

Transaction Summary							
Trans ID	Recording Date	Document Type	Document Description	Sale Price / Loan Amount	Document Number	Buyer / Borrower	Seller
1	06/03/2022	Mortgage	Commercial Loan	\$1,310,000	222088802	C&C ELITE PROPERTIES	
2	06/03/2022	Mortgage	Commercial Loan	\$1,800,000	222088801	C&C ELITE PROPERTIES	
3	06/03/2022	Deed	Grant Deed	\$3,100,000	222088800	C&C ELITE PROPERTIES	SOLEDAD ENRICHMENT
4	09/30/2011	Mortgage	Seller take-back	\$2,000,000	0211127358	SOLEDAD ENRICHMENT	
5	09/30/2011	Deed	Grant Deed		0211127357	SOLEDAD ENRICHMENT ACTION INC	TAIT II, DONALD S; TAIT III, DONALD S; TAIT, BRIAN S; TAIT, SHANE
6	09/30/2011	Deed	Intra-family Transfer or Dissolution		0211127356	TAIT, BRIAN S	RECK, SHAY A; TAIT, SHAY A

Mortgage

Mortgage Release

**Transaction History Legend** 

Transfer Foreclosure Activity

rtga	ge				
<b>(a</b> )	Transaction ID	1	Recorder Doc Number	222088802	Recorder Book/Page
New Y	Mortgage Date	05/26/2022	Document Type	Mortgage	Rate Change Freq
	Loan Amount	\$1,310,000	Document Description	Commercial Loan	1st Periodic Floor Rate
	Loan Type	Commercial Loan	Recording Date	06/03/2022	1st Periodic Cap Rate
	Origination Lender Name	SOLEDAD ENRICHMENT ACTION INC	Origination Interest Rate		Lifetime Cap Rate
	Origination Lender Type	Other	First Rate Change Date		Change Index
	Type Financing		Maturity Date		IO Period
	Borrower 1	C&C ELITE PROPERTIES LLC	Balloon Rider		Prepayment Penalty Rider
	Borrower 2		Fixed/Step Rate Rider		Prepayment Penalty Term
	Additional Borrowers		Adj Rate Rider		Adj Rate Index
	Vesting				
ortga	ge				
A	Transaction ID	2	Recorder Doc Number	222088801	Recorder Book/Page
-	Mortgage Date		Document Type	Mortgage	Rate Change Freq
	Loan Amount	\$1,800,000	Document Description	Commercial Loan	1st Periodic Floor Rate
	Loan Type	Commercial Loan	Recording Date	06/03/2022	1st Periodic Cap Rate
	Origination Lender Name	AGOURA HILLS FINANCIAL	Origination Interest Rate		Lifetime Cap Rate

Origination Lender Type	Other	First Rate Change Date	Change Index
Type Financing		Maturity Date	IO Period
Borrower 1	C&C ELITE PROPERTIES	Balloon Rider	Prepayment Penalty Rider
Borrower 2		Fixed/Step Rate Rider	Prepayment Penalty Term
Additional Borrowers		Adj Rate Rider	Adj Rate Index
Vesting			

#### Transfer

Fransfe	er					
8	Transaction ID	3	Recorder Doc Number	222088800	Partial Interest Transferred	
-	Sale Date	05/25/2022	Document Type	Deed	Type of Transaction	Non Residential Transfer
	Sale Price	\$3,100,000	Document Description	Grant Deed	Multiple APNs on Deed	5
	Recorder Book/Page		Recording Date	06/03/2022	Property Use	
	Buyer 1	C&C ELITE PROPERTIES	Buyer 1 Entity	Limited Liability Company	Buyer Vesting	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	
	Seller 1	SOLEDAD ENRICHMENT ACTION INC	Seller 1 Entity	Corporation	Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBBM
	Legal Brief Desc Tract	ription/ Unit/ Phase/			Title Company Name	CHICAGO TITLE COMPANY
lortga	ge					
A	Transaction ID	4	Recorder Doc Number	0211127358	Recorder Book/Page	
	Mortgage Date		Document Type	Mortgage	Rate Change Freq	
	Loan Amount	\$2,000,000	Document Description	Seller take-back	1st Periodic Floor Rate	
	Loan Type	Seller take-back	Recording Date	09/30/2011	1st Periodic Cap Rate	
	Origination Lender Name	DONALD S TAIT II ETAL	Origination Interest Rate		Lifetime Cap Rate	
	Origination Lender Type	Seller	First Rate Change Date		Change Index	
	Type Financing		Maturity Date		IO Period	
	Borrower 1	SOLEDAD ENRICHMENT ACTION INC	Balloon Rider		Prepayment Penalty Rider	
	Borrower 2		Fixed/Step Rate Rider		Prepayment Penalty Term	
	Additional Borrowers		Adj Rate Rider		Adj Rate Index	
	Vesting	1				

Transfer

6

er					
Transaction ID	5	Recorder Doc Number	0211127357	Partial Interest Transferred	
Sale Date	09/26/2011	Document Type	Deed	Type of Transaction	Non Residential Transfer
Sale Price		Document Description	Grant Deed	Multiple APNs on Deed	6
Recorder Book/Page		Recording Date	09/30/2011	Property Use	
Buyer 1	SOLEDAD ENRICHMENT ACTION INC	Buyer 1 Entity	Company or Corporation	Buyer Vesting	
Buyer 2		Buyer 2 Entity		Buyer Mailing Address	222 N VIRGIL AVE, LOS ANGELES, CA 90004-3622
Seller 1	TAIT II, DONALD S	Seller 1 Entity	Married Man	Seller Mailing Address	
Seller 2	TAIT III, DONALD S	Seller 2 Entity	Single man	Legal City/ Muni/ Township	
	Transaction ID Sale Date Sale Price Recorder Book/Page Buyer 1 Buyer 2 Seller 1	Transaction ID5Sale Date09/26/2011Sale Price-Recorder Book/Page-Buyer 1SOLEDAD ENRICHMENT ACTION INCBuyer 2-Seller 1TAIT II, DONALD S	Transaction ID5Recorder Doc NumberSale Date09/26/2011Document TypeSale PriceDocument DescriptionDocument DescriptionRecorder Book/PageSOLEDAD ENRICHMENT ACTION INCBuyer 1 EntityBuyer 2Seller 1Seller 1 Entity	Transaction ID5Recorder Doc Number0211127357Sale Date09/26/2011Document TypeDeedSale PriceDocument DescriptionGrant DeedRecorder Book/PageImage: Company of the second s	Transaction ID5Recorder Doc Number0211127357Partial Interest TransferredSale Date09/26/2011Document TypeDeedType of TransactionSale PriceDocument DescriptionGrant DeedMultiple APNs on DeedRecorder Book/PageRecording Date09/30/2011Property UseBuyer 1SOLEDAD ENRICHMENT ACTION INCBuyer 1 EntityCompany or CorporationBuyer VestingBuyer 2FAIT II, DONALD SSeller 1 EntityMarried ManSeller Mailing AddressSeller 2TAIT IIL DONALD SSeller 2 EntitySingle manLegal City/

	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBB&M
	Legal Brief Desc Tract	ription/ Unit/ Phase/			Title Company Name	ORANGE COAST TITLE COMPANY
Transfe	er	and the second second				
-	Transaction ID	6	Recorder Doc Number	0211127356	Partial Interest Transferred	
	Transfer Date	09/26/2011	Document Type	Deed	Type of Transaction	Non Arms-Length Transfer
	Sale Price	1	Document Description	, Intra-family Transfer or Dissolution	Multiple APNs on Deed	6
	Recorder Book/Page	1	Recording Date	09/30/2011	Property Use	
	Buyer 1	TAIT, BRIAN S	<b>Buyer 1 Entity</b>	Single man	<b>Buyer Vesting</b>	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	
	Seller 1	RECK, SHAY A	Seller 1 Entity	. Individual	Seller Mailing Address	
	Seller 2	TAIT, SHAY A	Seller 2 Entity	f/k/a (formerly known as)	Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBB&M
	Legal Brief Desc Tract	ription/ Unit/ Phase/			Title Company Name	ORANGE COAST TITLE COMPANY



Report Date: 02/16/2023

Order ID: R107319070

#### **Subject Property Location**

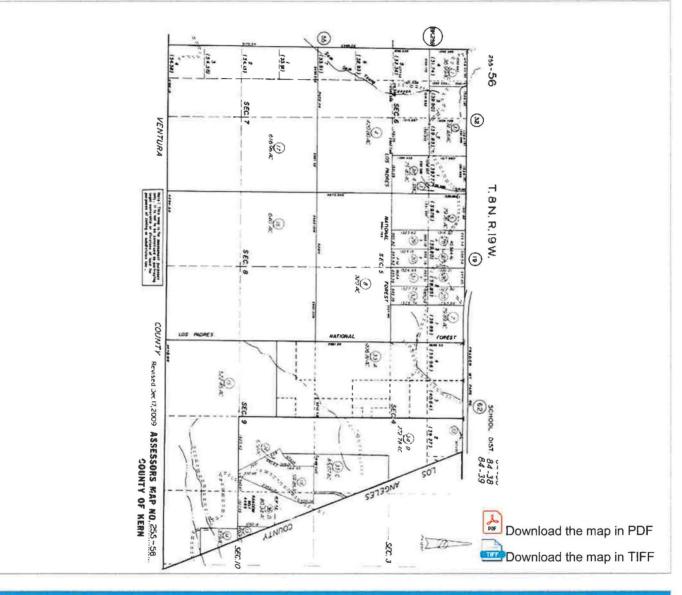
#### **Property Address** City, State & Zip

County

LEBEC, CA 93243 KERN COUNTY

**Parcel Number** 

255-560-37-00-9



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## **Property Details Report**

Report Date: 02/16/2023

Order ID: R107319074

#### **Subject Property Location**

Property Address City, State & Zip County Mailing Address Census Tract Thomas Bros Pg-Grid

LEBEC, CA 93243 KERN COUNTY

Property UseResidential - Vacant LandParcel Number255-560-38-00-2Latitude34.814326

-118.927454

Longitude

Legal Description Details Sec/Twn/Rng/Mer: SEC 06 TWN 08 RNG 19 Brief Description: SECTION 6, TOWNSHIP 8, RANGE 19, QUARTER

Current Ownership Information Source of Ownership dat	a Recorder Information	
	Sale Price \$3,100,000	
Primary Owner Name(s) C&C ELITE PROPERTIES LLC,	Sale Date	
	Recording Date 06/03/2022	
Mashin -	Recorder Doc # 222088800	
Vesting	Book/Page	

Late	st Full Sale In	formation			
				Sale Price	\$3,100,000
Prima	ary Owner Name(	s) C&C ELITE PROPERTIE	Sale Date	05/25/2022	
				<b>Recording Date</b>	06/03/2022
Voeti				Recorder Doc #	222088800
Vesti	ng			Book/Page	
Finar	icing Details at Tir	me of Purchase			
1	Loan Amount	\$1,800,000	<b>Origination Lender Name</b>	AGOURA HILLS FINANC	CIAL
1	Loan Type	Commercial Loan	Recording Doc #	222088801	
2	Loan Amount	\$1,310,000	<b>Origination Lender Name</b>	SOLEDAD ENRICHMEN	T ACTION INC
2	Loan Type	Commercial Loan	Recording Doc #	222088802	

Bedrooms		Year Built	Living Area (SF)	0
Bathrooms/Partial		Garage/No. of Cars	Price (\$/SF)	
Total Rooms		Stories/Floors	Lot Size (SF/AC)	3,284,424/75.4
<b>Construction Type</b>		No. of Units	Fireplace	
Exterior Walls		No. of Buildings	Pool	
Roof Material/Type		Basement Type/Area	Heat Type	
Foundation Type		Style	A/C	
Property Type	Vacant Land	View	Elevator	
Land Use	Residential - V	acant Land	Zoning	А

0	Assessment Year	2022	Tax Year	2022	Tax Exemption	
	Total Assessed Value	\$579,966	Tax Amount	\$6,381.99	Tax Rate Area	84-038
	Land Value	\$579,966	Tax Account ID			
	Improvement Value		Tax Status	No Delinquen	cy Found	
	Improvement Ratio		Delinquent Tax Year			
-	Total Value			Market Sm	provement Value	
	Market Land Value			Market Val	ue Year	

Lien Histo	огу			
Trans. ID	Recording Date	Lender	Amount	Purchase Money
1	06/03/2022	AGOURA HILLS FINANCIAL	\$1,800,000	YES
2	06/03/2022	SOLEDAD ENRICHMENT ACTION INC	\$1,310,000	NO

Loan Officer Insights

No details available

# **TICOR TITLE** Transaction History Report - Detailed View

#### **Subject Property Location**

Property Address

City, State & Zip LEBEC, CA 93243 County KERN COUNTY Mailing Address Report Date: 02/16/2023 Order ID: R107319076

Property Use Parcel Number

1

Residential - Vacant Land 255-560-38-00-2

Mortgage Assignment

Trans	action Su	mmary					
Trans ID	Recording Date	Document Type	Document Description	Sale Price / Loan Amount	Document Number	Buyer / Borrower	Seller
1	06/03/2022	Mortgage	Commercial Loan	\$1,310,000	222088802	C&C ELITE PROPERTIES	
2	06/03/2022	Mortgage	Commercial Loan	\$1,800,000	222088801	C&C ELITE PROPERTIES	
3	06/03/2022	Deed	Grant Deed	\$3,100,000	222088800	C&C ELITE PROPERTIES	SOLEDAD ENRICHMENT
4	09/30/2011	Mortgage	Seller take-back	\$2,000,000	0211127358	SOLEDAD ENRICHMENT ACTION INC	
5	09/30/2011	Deed	Grant Deed		0211127357	SOLEDAD ENRICHMENT ACTION INC	TAIT II, DONALD S; TAIT III, DONALD S; TAIT, BRIAN S; TAIT, SHANE
6	09/30/2011	Deed	Intra-family Transfer or Dissolution		0211127356	TAIT, BRIAN S	RECK, SHAY A; TAIT, SHAY A

Mortgage

Mortgage Release

#### **Transaction History Legend**



Transfer Foreclosure Activity

ortga	ige				
( <sup>2</sup> )	Transaction ID	1	Recorder Doc Number	222088802	Recorder Book/Page
100	Mortgage Date	05/26/2022	Document Type	Mortgage	Rate Change Freq
	Loan Amount	\$1,310,000	Document Description	Commercial Loan	1st Periodic Floor Rate
	Loan Type	Commercial Loan	Recording Date	06/03/2022	1st Periodic Cap Rate
	Origination Lender Name	SOLEDAD ENRICHMENT	Origination Interest Rate		Lifetime Cap Rate
	Origination Lender Type	Other	First Rate Change Date		Change Index
	Type Financing		Maturity Date		IO Period
	Borrower 1	C&C ELITE PROPERTIES LLC	Balloon Rider		Prepayment Penalty Rider
	Borrower 2		Fixed/Step Rate Rider		Prepayment Penalty Term
	Additional Borrowers		Adj Rate Rider		Adj Rate Index
	Vesting				
ortga	ige				
A	Transaction ID	2	Recorder Doc Number	222088801	Recorder Book/Page
-	Mortgage Date		Document Type	Mortgage	Rate Change Freq
	Loan Amount	\$1,800,000	Document Description	Commercial Loan	1st Periodic Floor Rate
	Loan Type	Commercial Loan	Recording Date	06/03/2022	1st Periodic Cap Rate
	Origination Lender Name	AGOURA HILLS FINANCIAL	Origination Interest Rate		Lifetime Cap Rate

	Origination Lender Type	Other	First Rate Change Date		Change Index	
	Type Financing		Maturity Date		IO Period	
	Borrower 1	C&C ELITE PROPERTIES	Balloon Rider		Prepayment Penalty Rider	
	Borrower 2		Fixed/Step Rate Rider		Prepayment Penalty Term	
	Additional Borrowers Vesting		Adj Rate Rider		Adj Rate Index	
Transfe	er	and the second second				
9	Transaction ID	3	Recorder Doc Number	222088800	Partial Interest Transferred	
	Sale Date	05/25/2022	Document Type	Deed	Type of Transaction	Non Residential Transfer
	Sale Price	\$3,100,000	Document Description	Grant Deed	Multiple APNs on Deed	5
	Recorder Book/Page		Recording Date	06/03/2022	Property Use	
	Buyer 1	C&C ELITE PROPERTIES	Buyer 1 Entity	Limited Liability Company	Buyer Vesting	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	
	Seller 1	SOLEDAD ENRICHMENT	Seller 1 Entity	Corporation	Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	SE4NE4 S06T08NR19W SBBM
	Legal Brief Descr Tract	iption/ Unit/ Phase/			Title Company Name	CHICAGO TITLE COMPAN
Mortga	ge					
	Transaction ID	4	Recorder Doc Number	0211127358	Recorder Book/Page	
	Mortgage Date		Document Type	Mortgage	Rate Change Freq	
	Loan Amount	\$2,000,000	Document Description	Seller take-back	1st Periodic Floor Rate	
	Loan Type	Seller take-back	Recording Date	09/30/2011	1st Periodic Cap Rate	
	Origination Lender Name	DONALD S TAIT II ETAL	Origination Interest Rate		Lifetime Cap Rate	
	Origination Lender Type	Seller	First Rate Change Date		Change Index	
	Type Financing		Maturity Date		IO Period	
	Borrower 1	SOLEDAD ENRICHMENT	Balloon Rider		Prepayment Penalty Rider	
	Borrower 2		Fixed/Step Rate Rider		Prepayment Penalty Term	
	Additional Borrowers		Adj Rate Rider		Adj Rate Index	
	Vesting					
Transfe	r Transaction ID	5	Recorder Doc	0211127357	Partial Interest	
3	Sale Date	09/26/2011	Number Document Type	Deed	Transferred Type of	Non Residential Transfer
	Sale Price		Document	Grant Deed	Transaction Multiple APNs on	6
	Recorder		Description Recording Date	09/30/2011	Deed Property Use	
	Book/Page Buyer 1	SOLEDAD ENRICHMENT	Buyer 1 Entity	Company or Corporation	Buyer Vesting	
	Buyer 2	ACTION INC	Buyer 2 Entity		Buyer Mailing	222 N VIRGIL AVE, LOS
	Seller 1	TAIT II, DONALD S	Seller 1 Entity	Married Man	Address Seller Mailing Address	ANGELES, CA 90004-362

	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	1
	Legal Brief Descr Tract	iption/ Unit/ Phase/			Title Company Name	ORANGE COAST TITLE COMPANY
Transfe	er					
-	Transaction ID	6	Recorder Doc Number	0211127356	Partial Interest Transferred	
-	Transfer Date	09/26/2011	Document Type	Deed	Type of Transaction	Non Arms-Length Transfer
	Sale Price		Document Description	Intra-family Transfer or Dissolution	Multiple APNs on Deed	6
	Recorder Book/Page		Recording Date	09/30/2011	Property Use	1
	Buyer 1	TAIT, BRIAN S	<b>Buyer 1 Entity</b>	Single man	Buyer Vesting	:
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	
	Seller 1	RECK, SHAY A	Seller 1 Entity	Individual	Seller Mailing Address	
	Seller 2	TAIT, SHAY A	Seller 2 Entity	f/k/a (formerly known as)	Legal City/ Muni/ Township	
	Legal Recorder's Map Ref	1	Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S06T08NR19W SBB&M
	Legal Brief Descr Tract	iption/ Unit/ Phase/	1		Title Company Name	ORANGE COAST TITLE COMPANY



255-560-38-00-2

Parcel Number

#### **Subject Property Location**

#### Property Address City, State & Zip

County

LEBEC, CA 93243 KERN COUNTY Order ID: R107319075

Report Date: 02/16/2023

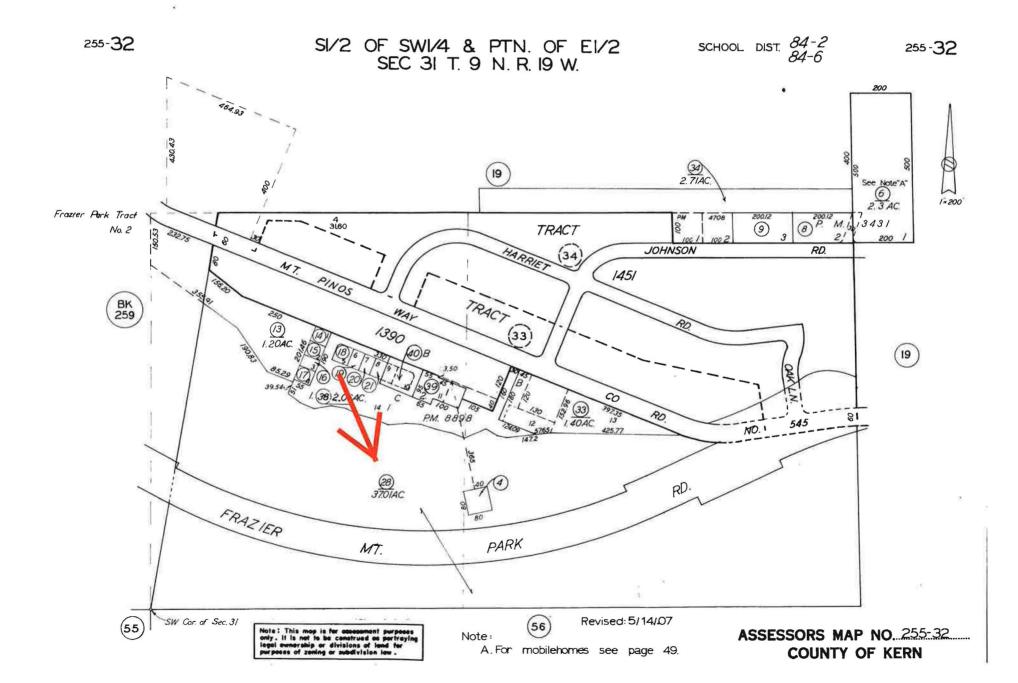


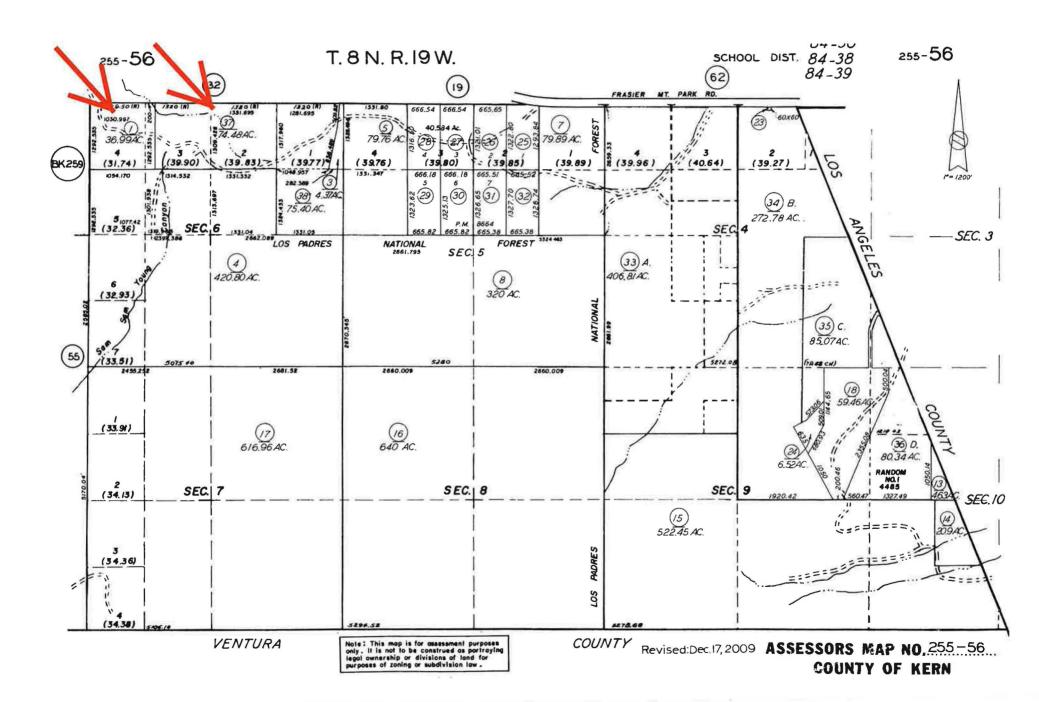
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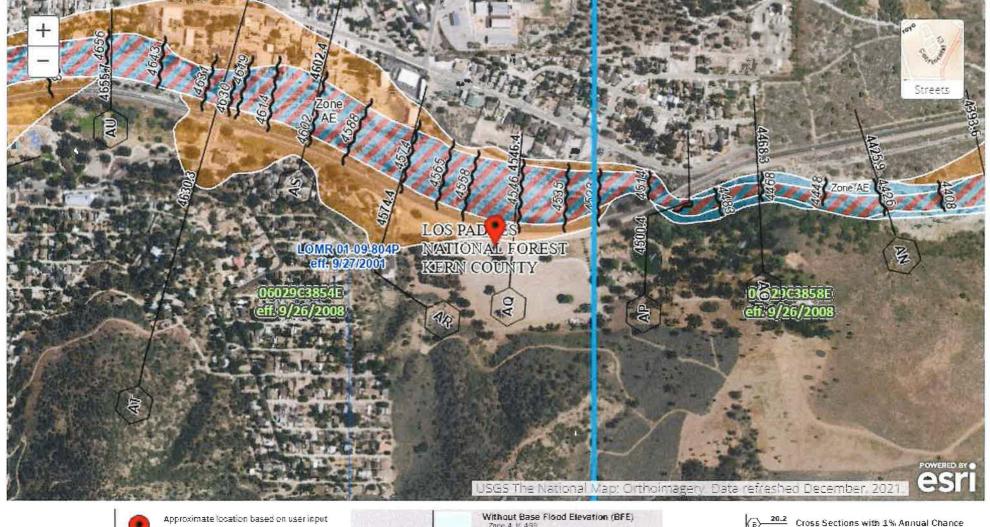


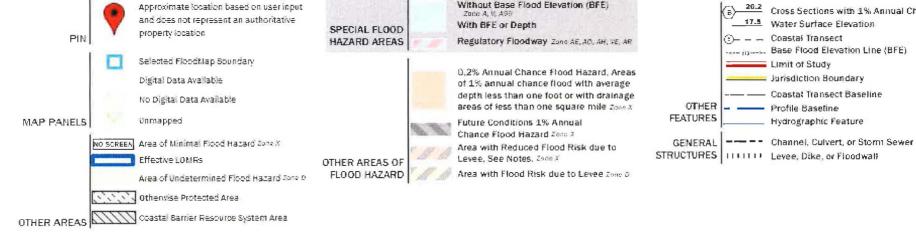






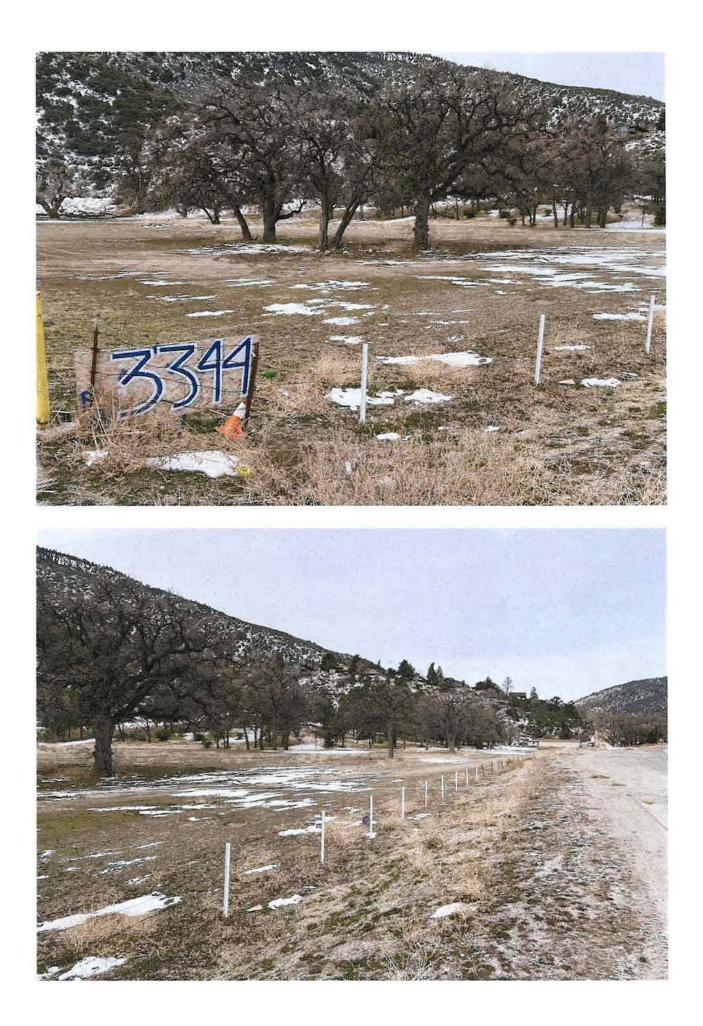






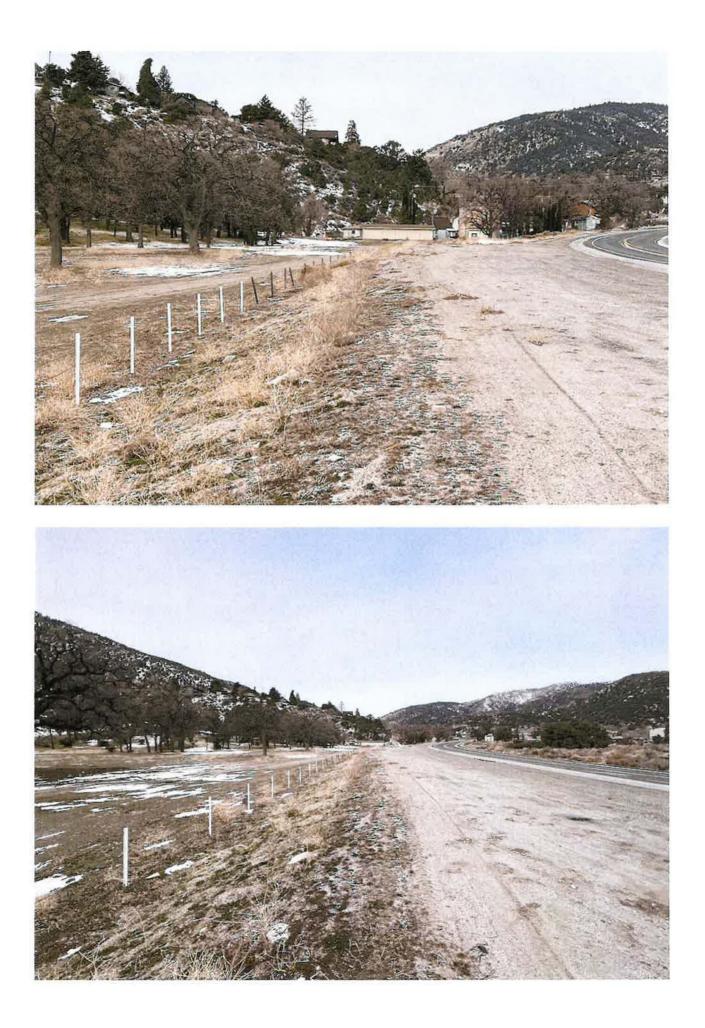
## **PROPERTY PHOTOGRAPHS**











RECORDING	REQUESTED BY:
-----------	---------------

FRAZIER PARK PUBLIC UTILITY DISTRICT, AS OFFICIAL BUSINESS

WHEN RECORDED MAIL TO, AND MAIL TAX STATEMENTS TO:

Frazier Park Public Utility District P.O. Box 1525 Frazier Park, CA 93225

Exempt from Recording Fees per Cal. Govt. Code §6103 Exempt from Documentary Transfer Tax per R&T Code § 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

This document is exempt from Documentary Transfer Tax

\_\_\_\_, Declarant, of

THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP, Attorneys for District

#### **GRANT DEED**

C&C ELITE PROPERTIES, LLC., a California limited liability company ("Grantor"), as the grantor, declares:

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and receipt of which are hereby acknowledged, Grantor hereby GRANTS to **FRAZIER PARK PUBLIC UTILITY DISTRICT** all of Grantor's right, title and interest in and to that certain real property legally described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein.

As between the parties, this Grant Deed is effective as of \_\_\_\_\_, 2023.

**C&C Elite Properties, LLC.**, a California limited liability company ("Grantor")

By: \_\_\_\_\_

Its:

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENTS

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

STATE OF CALIFORNIA ) )ss. COUNTY OF\_\_\_\_\_ )

On \_\_\_\_\_\_, 2023, before me, \_\_\_\_\_\_, a Notary Public, 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(ies) 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

(SEAL)

•

### EXHIBIT "A"

The Legal Description of the Property

### WELL SITE PROPERTY

### LEGAL DESCRIPTION – FEE SIMPLE

### EXHIBIT "A"

THAT CERTAIN PORTION OF LAND LYING WITHIN SECTION 31, T.9N., R.19W., S.B.B.&M., IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DECRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 31, SOUTH 89°13'08" EAST, 607.30 FEET;

THENCE NORTH 00°46'52" EAST, 154.89 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF FRAZIER MOUNTAIN PARK ROAD (COUNTY ROAD 746), SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 04°14'29", A RADIUS OF 1,865.00 FEET, AN ARC LENGTH OF 138.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81°39'07" EAST;

THENCE SOUTH 00°35'23" WEST, 80.37 FEET;

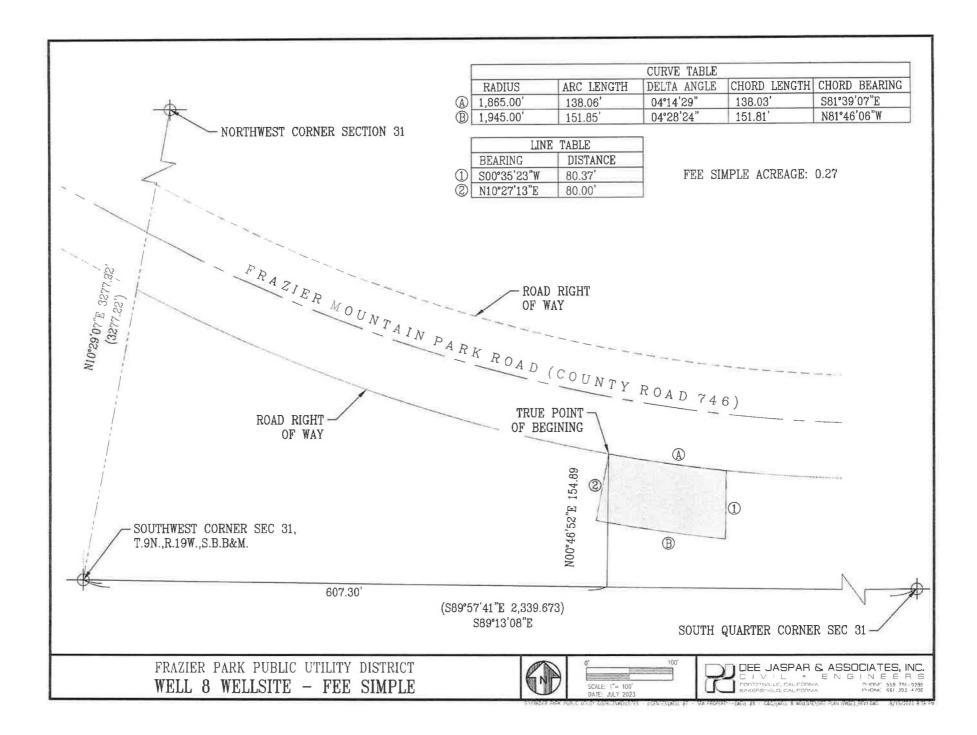
THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 04°28'24", A RADIUS OF 1,945.00 FEET, AN ARC LENGTH OF 151.81 FEET, AND WHOSE LONG CHORD BEARS NORTH 81°46'06" WEST;

THENCE NORTH 10°27'13" EAST, 80.00 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.27 ACRES

### EXHIBIT "B"

<u>Map</u>



### CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281:

THIS IS TO CERTIFY that the FRAZIER PARK PUBLIC UTILITY DISTIRCT hereby accepts for public purposes the interest in real property conveyed by the Grant Deed hereinabove and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of

\_\_\_\_\_, 2023.

### FRAZIER PARK PUBLIC UTILITY DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_

RECORDING REQUESTED BY:	
FRAZIER PARK PUBLIC UTILITY DISTRICT, AS OFFICIAL BUSINESS	
WHEN RECORDED MAIL TO, AND MAIL TAX STATEMENTS TO:	
Frazier Park Public Utility District PO BOX 1525	
Frazier Park, CA 93225	
Exempt from Recording Fees per Cal. Govt. Code §6103 Exempt from Documentary Transfer Tax per R&T Code § 11922	

T.

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

This document is exempt from Documentary Transfer Tax

\_\_\_\_\_\_, Declarant, of THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP, Attorneys for District

#### **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Agreement is entered into on \_\_\_\_\_, 2023 by FRAZIER PARK PUBLIC UTILITY DISTRICT, herein called "Grantee," and C&C ELITE PROPERTIES LLC, herein called "Grantor."

#### AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a temporary construction easement (the "Temporary Easement") to be used for construction purposes and to terminate upon completion of the construction of Grantee facilities, but in no event to extend beyond two (2) years from the date of commencement of construction of said Grantee facilities, namely Grantee's Well 8 and related above and below ground appurtenances (the "Facilities"). Said Temporary Easement to be in, under, along and across the portions described as "Temporary Easement" within the parcel of real property located in the unincorporated area of the County of Kern, State of California, consisting of approximately 0.30 acres, and more particularly described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein.

#### TERMS

1. Character of Easement. The Temporary Easement granted in this Agreement is an easement in gross.

Grantee shall have the right to use of the Temporary Easement for construction of 2. the Facilities and the related right of ingress to and egress from the Grantee Facilities at any time, and from time to time, without prior notice, together with the right access and positioning of drilling equipment, temporary storage of construction materials, and drilling crews, together with the right to operate drilling equipment thereon and all other equipment necessary to construct and equip the well and appurtenant facilities, and license to use and to make additions to such private roadways, lanes and rights-of-way, on the lands adjacent thereto, existing at any time, and from time to time, as shall be convenient and necessary for the uses and purposes of exercising the rights herein set forth. Provided, however, nothing contained herein shall prevent or limit the right to close such roadways, lanes or rights-of-way, by the owner thereof by termination and/or abandonment nor shall Grantee acquire any right to demand the continuance of any such roads, lanes or rights-of-way. In this connection, Grantee may at any time, and from time to time, install and/or use gates and any fences that are now or may hereafter be constructed on the Temporary Easement, or on said adjoining lands for the purpose of exercising the rights herein mentioned. Any gates that are installed by the Grantee shall be locked with the Grantee's locks and also, if the Grantor so desires, may be locked with Grantor's locks, in such manner that either can lock or unlock the gates. Any gates that are installed and locked by the Grantor and used by the Grantee may be locked also by the Grantee's locks so that either can lock or unlock the gates.

3. Grantee shall restore the Temporary Easement area to as near its original condition for its present uses as is consistent with the rights herein set forth and shall be responsible for the cost of the temporary relocation, reconstruction, the cost of replacing and the cost of protection of Grantee's existing facilities or improvements that are on or near the Temporary Easement area and are affected by Grantee's exercise of its rights granted herein.

4. Nonexclusive Easement. The Easement granted in this Agreement is nonexclusive. Grantor retains the right to make any use of the Temporary Easement Area to the extent such uses do not interfere unreasonably with Grantee's rights under this Agreement.

5. Assignment. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by Grantee, and shall not be assignable by Grantor other than in connection with the sale of the parcel on which the Temporary Easement is located.

6. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor, its officers, agents and employees from and against any and all liability, claims, actions, causes of action of demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of or connected with Grantee's exercise of its right, under this Agreement, except to the extent caused by or resulting from Grantor's gross negligence or willful misconduct.

7. The persons executing this document each individually warrants and represents that he or she has the full power and authority to execute this document and to bind the party for which he or she is signing to the provisions hereof. Further, Grantor warrants and represents to Grantee it has the full power and authority necessary to grant the Temporary Easement to Grantee. Any right, title or interest subsequently acquired by any Grantor shall, if necessary to grant the Temporary Easement in whole or in part, pass to the Grantee. Further, Grantor agrees to execute any further instruments that may be necessary to grant the Temporary Easement to Grantee, without further consideration from Grantee.

1	N WITNESS	WHEREOF,	the	undersigned	have	executed	this	Agreement	this	
day of _		, 2023.								

GRANTOR

GRANTEE

T.			
Its:			
10.			

Its:\_\_\_\_\_

....

# <u>Exhibit A</u>

# Legal Description

### TEMPORARY CONSTRUCTION EASEMENT

### LEGAL DESCRIPTION

### EXHIBIT "A"

A TEMPORARY CONSTRUCTION EASEMENT, LYING IN SECTION 31, T.9 N., R.19 W., S.B.B.&M., IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 31, SOUTH 89°13'08" EAST, 451.47 FEET;

THENCE NORTH 00° 46'52" EAST, 188.40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF FRAZIER MOUNTAIN PARK ROAD (COUNTY ROAD 746), SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 04°53'54", A RADIUS OF 1,865.00 FEET, AN ARC LENGTH OF 159.44 FEET, WHOSE LONG CHORD BEARS SOUTH 77°04'51" EAST;

THENCE SOUTH 10°27'13" WEST, 80.00 FEET;

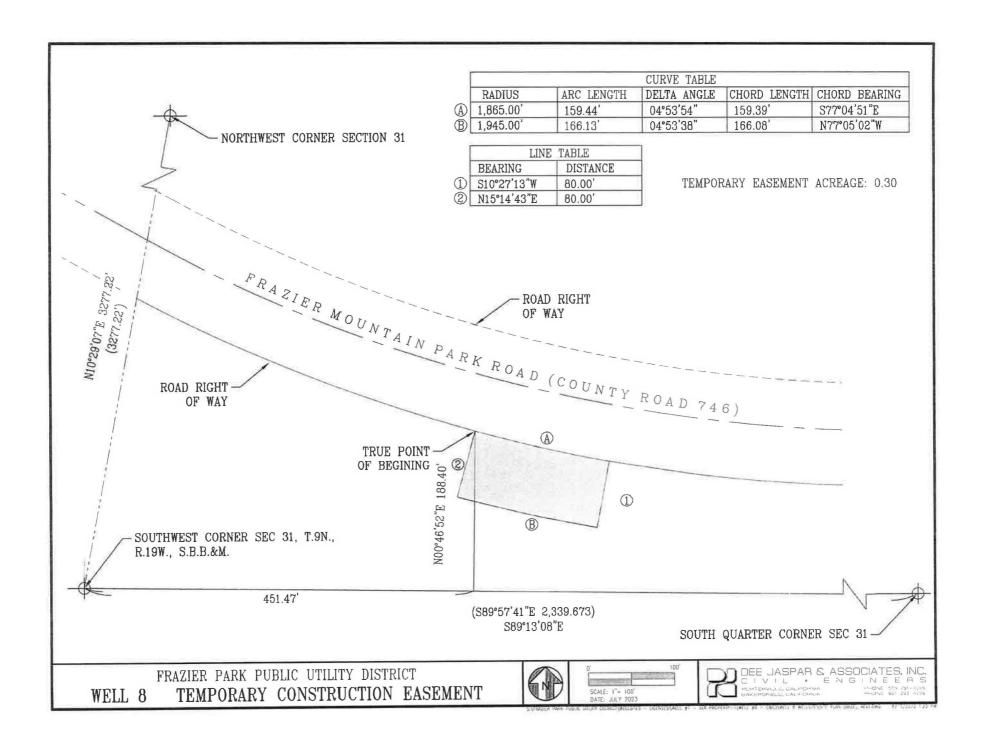
THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 04°53'38", A RADIUS OF 1,945.00 FEET, AN ARC LENGTH OF 166.13 FEET, WHOSE LONG CHORD BEARS NORTH 77°05'02" WEST;

THENCE NORTH 15°14'43" EAST, 80.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.30 ACRES

# Exhibit B

<u>Map</u>



#### ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA ) ) ss. COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

### CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281:

### THIS IS TO CERTIFY that the FRAZIER PARK PUBLIC UTILITY DISTRICT hereby

accepts for public purposes the within document and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of

, 2023.

Secretary of the Board of Directors

#### **RECORDING REQUESTED BY:**

#### FRAZIER PARK PUBLIC UTILITY DISTRICT, AS OFFICIAL BUSINESS

WHEN RECORDED MAIL TO, AND MAIL TAX STATEMENTS TO:

#### Frazier Park Public Utility District PO BOX 1525 Frazier Park, CA 93225

Exempt from Recording Fees per Cal. Govt. Code §6103 Exempt from Documentary Transfer Tax per R&T Code § 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

This document is exempt from Documentary Transfer Tax

\_\_\_\_\_\_, Declarant, of THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP, Attorneys for District

#### ACCESS EASEMENT AGREEMENT

This Agreement is entered into on \_\_\_\_\_, 2023 by FRAZIER PARK PUBLIC UTILITY DISTRICT, herein called "Grantee," and C&C ELITE PROPERTIES LLC, herein called "Grantor."

#### AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an access easement (the "Easement") to be used for vehicular and pedestrian access by Grantee and its authorized agents to Grantee's groundwater well, identified as Grantee Well 8 (the "Well"), for purposes of inspecting, operating, maintaining, improving, and decommissioning the Well from time to time (the "Purposes"). Said Easement to be in, on, over, along and across the portions described as the "Access Easement" within the parcel of real property located in the unincorporated area of the County of Kern, State of California, consisting of approximately 0.12 acres, and more particularly described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein.

#### TERMS

1. The Easement granted in this Agreement is an easement in gross.

2. Grantee shall have the right to use of the Easement for the Purposes at any time, and from time to time, without prior notice. Grantee may at any time, and from time to time, install and/or use gates and any fences that are now or may hereafter be constructed on the Easement, or on said adjoining lands for the purpose of exercising the rights herein mentioned. Any gates that are installed by the Grantee shall be locked with the Grantee's locks and also, if the Grantor so desires, may be locked with Grantor's locks, in such manner that either can lock or unlock the gates. Any gates that are installed and locked by the Grantor and used by the Grantee may be locked also by the Grantee's locks so that either can lock or unlock the gates. However, locks that are installed on the Wellsite 8 perimeter fence for access to Well 8 and appurtenances, shall be locked only with Grantee's locks.

3. Grantee and its authorized officers, employees, contractors, licensees and agents, (together, the "Grantee Parties") shall have the right to use the Easement for vehicular and pedestrian access to the Well, and for ingress to and egress from the Well, for any reason related to the Purposes. Without limiting the foregoing, Grantee's rights shall include the right to transport a water well workover rig on, over and across the Easement. The rights to the Easement shall include the right to maintain, improve, and repair the roadway on which the Easement is situated.

4. Grantee shall be responsible for such costs of maintenance, construction, improvement, or repair of the Easement area that arise due to Grantee's use thereof.

5. Grantor shall not interfere in any way with the exercise of the rights granted herein by any of the Grantee Parties, and Grantor shall have no rights to access the Well.

6. Grantee, for itself and the Grantee Parties, shall indemnify, reimburse, defend and hold harmless Grantor from and against any and all costs, losses, liabilities, damages, lawsuits, deficiencies, claims and expenses (including reasonable fees and disbursements of attorneys) (collectively, the "Damages") incurred in connection with, arising out of, resulting from or incident to a Grantee Parties' exercise of the rights granted herein, or any damage to the parcel on which the Easement is situated occasioned by any Grantee Party's gross negligence or willful misconduct.

7. The Easement shall at all times be deemed to be a covenant running with the subject parcel and its terms and conditions shall be enforceable by Grantee, its successors and assigns, for so long as the Well remains operational.

8. This Access Easement Agreement shall not terminate except by express written agreement to which both Grantor and Grantee, or their successors and assigns, are a party.

9. The persons executing this document each individually warrants and represents that he or she has the full power and authority to execute this document and to bind the party for which he or she is signing to the same to the provisions hereof. Further, Grantor represents and warrants that it has the full power and authority necessary to grant the Easement to Grantee. Any right, title or interest subsequently acquired by any Grantor shall, if necessary to grant the Easement in whole or in part, pass to the Grantee. Further, Grantor agrees to execute any further instruments that may be necessary to grant the Easement to Grantee, without further consideration from Grantee.

IN WITNESS WHEREOF, the undersigned have executed this Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR

GRANTEE

-----

Its:\_\_\_\_\_

\_\_\_\_\_

Its:\_\_\_\_\_

### Exhibit A

# Legal Description

### SITE ACCESS EASEMENT

### LEGAL DESCRIPTION

### EXHIBIT "A"

A PERMANENT WELL SITE ACCESS EASEMENT, LYING IN SECTION 31, T.9 N., R.19 W., S.B.B.&M., IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 31, SOUTH 89°13'08" EAST, 745.82 FEET;

THENCE NORTH 00°04'18" EAST, 136.73 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF FRAZIER MOUNTAIN PARK ROAD (COUNTY ROAD 746), SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 01°14'04", A RADIUS OF 1865.00 FEET, AN ARC LENGTH OF 40.19 FEET, AND WHOSE LONG CHORD BEARS SOUTH 84°22'45";

THENCE SOUTH 01º00'25" EAST 45.41 FEET;

THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 26°35'16", A RADIUS OF 85.85 FEET, AN ARC LENGTH OF 39.84 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39°48'19" EAST;

THENCE SOUTH 03°43'36" WEST 31.62 FEET;

THENCE NORTH 86º16'14" WEST, 41.97 FEET;

THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 82°29'54", A RADIUS OF 14.12 FEET, AN ARC LENGTH OF 20.33 FEET, AND WHOSE LONG CHORD BEARS NORTH 42°42'17" WEST;

THENCE NORTH 00°04'15" EAST, 13.39 FEET;

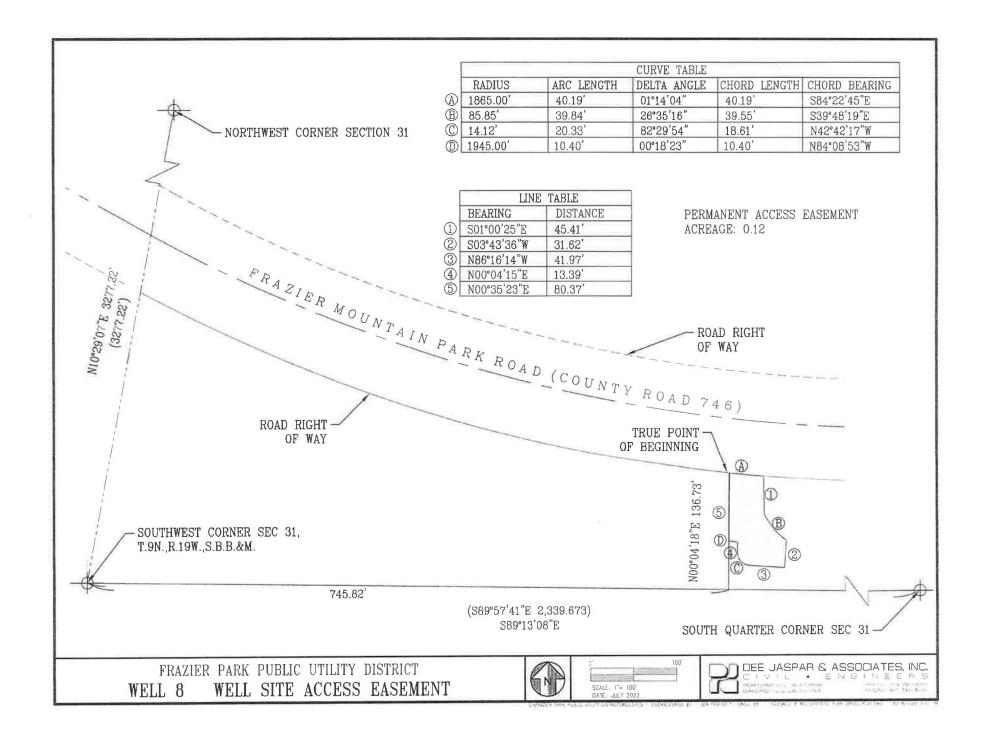
THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 00°18'23"; A RADIUS OF 1945.00 FEET; AN ARC LENGTH OF 10.40 FEET; AND WHOSE LONG CHORD BEARS NORTH 84°08'53" WEST; TO THE SOUTHEAST CORNER OF THE FEE WELLSITE FOR WHICH THIS ACCESS EASEMENT PROVIDES ACCESS FROM FRAZIER MOUNTAIN PARK ROAD (COUNTY ROAD 746);

THENCE ALONG THE EAST LINE OF SAID FEE WELLSITE, NORTH 00°35'23" EAST, 80.37 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.12 ACRES

Exhibit B

Map



#### ACKNOWLEDGEMENT

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.

SS.

#### STATE OF CALIFORNIA )

) COUNTY OF KERN )

On \_\_\_\_\_\_, 2023, before me, \_\_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that 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.

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

### CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281:

### THIS IS TO CERTIFY that the FRAZIER PARK PUBLIC UTILITY DISTRICT hereby

accepts for public purposes the within document and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of

\_\_\_\_\_, 2023.

Secretary of the Board of Directors

RECORDING REQUESTED BY;	
FRAZIER PARK PUBLIC UTILITY DISTRICT, AS OFFICIAL BUSINESS	
WHEN RECORDED MAIL TO, AND MAIL TAX STATEMENTS TO:	
Frazier Park Public Utility District P.O. Box 1525 Frazier Park, CA 93225	
Exempt from Recording Fees per Cal. Govt. Code §6103 Exempt from Documentary Transfer Tax per R&T Code § 11922	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

This document is exempt from Documentary Transfer Tax

\_\_\_\_\_\_, Declarant, of THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP, Attorneys for District

#### **UNDERGROUND WATER PIPELINE EASEMENT AGREEMENT**

T.

This Agreement is entered into on \_\_\_\_\_\_, 2023 by FRAZIER PARK PUBLIC UTILITY DISTRICT, herein called "Grantee," and C&C ELITE PROPERTIES LLC, herein called "Grantor."

#### AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a permanent easement in gross (the "Easement") to construct, reconstruct, maintain, operate, enlarge, improve, relocate, remove, repair and renew at any time, and from time to time, an underground water pipeline, consisting of one or more pipelines and turnouts, and related marker posts, above-ground structures, stations, air valves, conduits, manholes, valves, meters, surge control devices, buried communication conduits and all other fixtures, devices and appurtenances connected therewith or related thereto, all of which are hereinafter collectively referred to as the "Facilities," in, under, over, along and across the parcel of real property (the "Property") located in the unincorporated area of the County of Kern, State of California, consisting of approximately 0.40 acres, and more particularly described and depicted in map and legal description attached hereto as Exhibit "A" and incorporated herein.

#### TERMS

1. The Easement granted in this Agreement is an easement in gross.

2. The Facilities shall be originally constructed in substantial compliance with those certain public documents, being the plans and specifications for said construction, all of which are on file with the Grantee at the Grantee's office located at 4020 Park Drive, Frazier Park, California, and/or as shown upon the "As-Built Drawings" to be filed upon completion of said construction; PROVIDED, HOWEVER, underground facilities shall be constructed so as to have no less than three feet of earth cover.

3. Grantee shall have the right to use of the Easement for ingress to and egress from the Facilities at any time, and from time to time, without prior notice, together with the right and license to use and to make additions to such private roadways, lanes and rights-of-way, on the lands adjacent thereto, existing at any time, and from time to time, as shall be convenient and necessary for the uses and purposes of exercising the rights herein set forth. PROVIDED, HOWEVER, without limit Grantee's general access rights provided for in this Section 3, nothing contained herein shall prevent or limit the right to close a particular roadway, lane or right-of-way, by the owner thereof by termination and/or abandonment nor shall Grantee acquire any right to demand the continuance of any particular road, lane or rights-of-way. Grantee may at any time, and from time to time, install and/or use gates and any fences that are now or may hereafter be constructed on the Easement, or on said adjoining lands for the purpose of exercising the rights herein mentioned. Any gates that are installed by the Grantee shall be locked with the Grantee's locks and also, if the Grantor so desires, may be locked with Grantor's locks, in such manner that either can lock or unlock the gates. Any gates that are installed and locked by the Grantor and used by the Grantee may be locked also by the Grantee's locks so that either can lock or unlock the gates.

4. Grantee shall have the right to do all things necessary and proper to maintain three feet of earth cover over underground Facilities installed within the Easement by Grantee; PROVIDED, HOWEVER, there shall be no land leveling operations within the Easement to the extent that the ground surface elevation shall be changed more than one foot upwards or downwards from the "As Built" ground elevation, without prior written approval of Grantee. which approval shall not be unnecessarily withheld, conditioned or delayed, and, in addition to any other legal remedies for violations, Grantee or its agents shall have the right to do all things necessary and proper to maintain no more than four feet nor less than three feet of earth cover over the Facilities at the expense of the one who is responsible for said violation.

5. The Easement is subject to all existing structures, fencing, canals, irrigation ditches, laterals, pipelines, roads, lanes, highways, railroads, electrical transmission facilities and telephone and telegraph lines and to all such future uses as do not directly or indirectly interfere with or endanger the exercise of the rights of the Grantee hereunder, including but not limited to the right to use the lands subject to said Easement for agricultural purposes; PROVIDED, HOWEVER, Grantee shall have the right to clear and keep clear the Easement from explosives, buildings and structures of all kinds, facilities of a permanent nature and other things interfering, or threatening to interfere, with Grantee's use of the Easement, and Grantee shall have the permanent right of exclusive use and possession within the Easement within a distance of one foot of the outside surface of the Facilities.

6. Grantee shall restore the Easement to as near its original condition for its present uses as is consistent with the rights herein set forth and shall be responsible for the cost of the temporary relocation, reconstruction, the cost of replacing and the cost of protection work as to Facilities rightfully installed within the Easement at any time as is made necessary by the exercise of Grantee's rights hereunder, all such work to be done in such manner as to assure continuation of service of any Facilities to be relocated.

7. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor, its officers, agents and employees from and against any and all liability, claims, actions, causes of action of demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of or connected with Grantee's exercise of its right, under this Agreement, except to the extent caused by or resulting from Grantor's gross negligence or willful misconduct.

8. The Easement shall at all times be deemed to be a covenant running with the subject parcel and its terms and conditions shall be enforceable by Grantee, its successors and assigns, for so long as the Well remains operational.

9. This Underground Water Pipeline Easement Agreement shall not terminate except by express written agreement to which both Grantor and Grantee, or their successors and assigns, are a party.

10. The persons executing this document each individually warrants and represents that he or she has the full power and authority to execute this document and to bind the party for which he or she is signing to the provisions hereof. Further, Grantor warrants and represents to Grantee it has the full power and authority necessary to grant the Easement to Grantee. Any right, title or interest subsequently acquired by any Grantor shall, if necessary to grant the Easement in whole or in part, pass to the Grantee. Further, Grantor agrees to execute any further instruments that may be necessary to grant the Easement to Grantee, without further consideration from Grantee.

	IN WITNESS WHEREOF, the undersigned have executed this Agreement this	
day of	, 2023.	

GRANTOR

GRANTEE

Its:\_\_\_\_\_

Its:\_\_\_\_\_

# <u>Exhibit A</u>

# Legal Description

# PERMANENT PIPELINE AND ACCESS EASEMENT

## LEGAL DESCRIPTION

### EXHIBIT "A"

A PERMANENT PIPELINE AND ACCESS EASEMENT, LYING IN SECTION 31, T.9 N., R.19 W., S.B.B.&M., IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE NORTH 10°29'07" EAST ALONG THE WEST LINE OF SAID SECTION 31 A DISTANCE OF 344.92 FEET TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST LINE ALONG A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE BEING THE SOUTH RIGHT OF WAY LINE OF FRAZIER MOUNTAIN PARK ROAD (COUNTY ROAD 746) HAVING A CENTRAL ANGLE OF 17°52'34", A RADIUS OF 1,865.00 FEET, AN ARC LENGTH OF 581.87 FEET AND WHOSE LONG CHORD BEARS SOUTH 70°35'34" EAST;

THENCE SOUTH 10º27'13" WEST, 30.00 FEET;

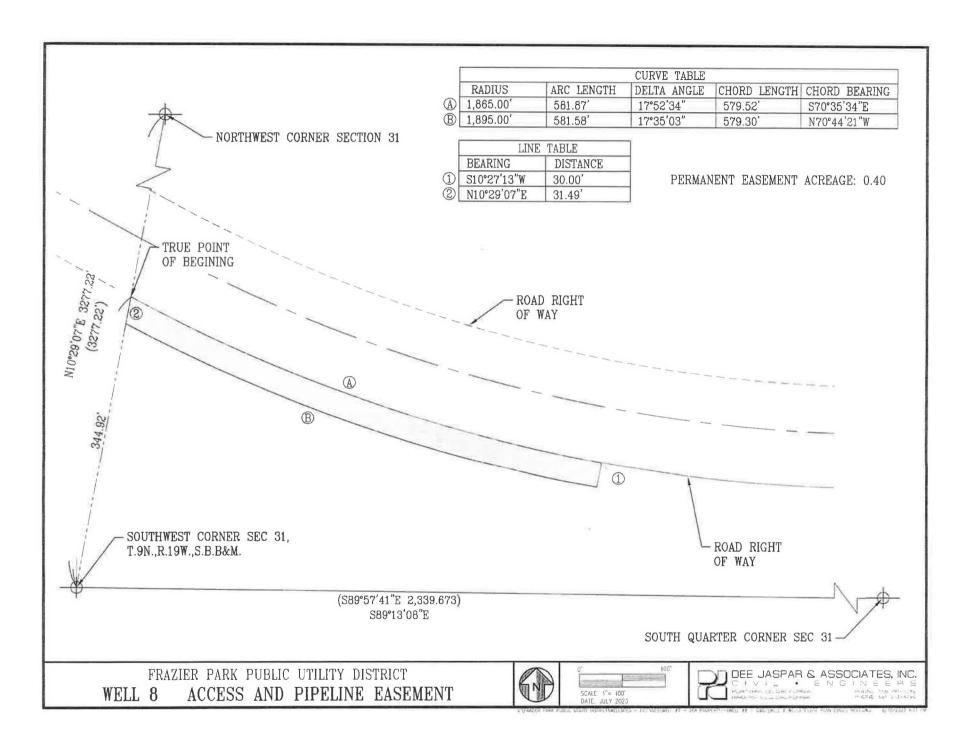
THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 17°35'03", A RADIUS OF 1,895.00 FEET, AN ARC LENGTH OF 581.58 FEET AND WHOSE LONG CHORD BEARS NORTH 70°44'21" WEST

THENCE NORTH 10°29'07" EAST, 31.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.40 ACRES

### <u>Exhibit B</u>

Map



. e

#### ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA )
) ss.
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

### CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281:

### THIS IS TO CERTIFY that the FRAZIER PARK PUBLIC UTILITY DISTRICT hereby accepts

for public purposes the within document and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of

\_\_\_\_\_, 2023.

Secretary of the Board of Directors