CONTRA COSTA
CONSERVATION & DEVELOPMENT

Planning Application Summary

County File Number: CDSD23-09669 **File Date: 09/25/2023**

Applicant:
Kevin Weiss
1731 Technology Drive Suite 880
San Jose, CA 95110
kevin@jmhweiss.com
(408) 202-2190

Property Owner:
ESTUARY COVE LL DUONG
1211 EMBARCADERO STE 300
OAKLAND, CA 946065106
davidduong@calwaste.com
(408) 202-2190

Project Description:
The applicant seeks Tentative Map and Final Development Plan (CDDP23-03040) approval to subdivide approximately subdivide approximately a 78.33-acre parcel into 271 residential lots (38.20 acres), 2.97 acres of easements and dedications, and 37.16 acres of open space. 165 Lots will be low-density detached (2,200-3,000 SF), 62 lots will be below market rate duplexes (1,100-1,200 SF). This application was submitted pursuant to SB 330.

Project Location: (Address: 0 BETHEL ISLAND RD, OAKLEY, CA 94561), (APN: 032112007)

Additional APNs:

General Plan Designation(s): AL, OIBA
Zoning District(s): P-1
Flood Hazard Areas: AE
AP Fault Zone:
60-dBA Noise Control: Yes
MAC/TAC: Bethel Island
Sphere of Influence: Oakley
Fire District: CONSOLIDATED FIRE
Sanitary District: IRONHOUSE SANITARY
Housing Inventory Site: Yes

Fees:

Fee Item	Description	Account Code	Total Fee	Paid
SDS0040	P-1 Tentative Subdivision DCD	002606-9660-REV-000-5B0040|.918	5000.00	5000.00
		Total:	**5000.00**	**5000.00**

HOUSING CRISIS ACT of 2019 – SB 330

PRELIMINARY APPLICATION FORM

PURPOSE

This form serves as the preliminary application for housing development projects seeking vesting rights pursuant to SB 330, the Housing Crisis Act of 2019.

GENERAL INFORMATION

An applicant for a housing development project that includes (1) residential units (2) a mix of commercial and residential uses with two-thirds of the project's square footage used for residential purposes; or (3) transitional or supportive housing, shall be deemed to have submitted a preliminary application upon provision of all of the information listed in this Preliminary Application form and payment of the permit processing fee to the agency from which approval for the project is being sought.

After submitting this Preliminary Application to the local agency, an applicant has 180 days to submit a full application or the Preliminary Application will expire.

Submittal Date Stamp[*1,2]**:**

RECEIVED on 09/25/2023 CDSD23-09669
By Contra Costa County
Department of Conservation and Development

[*1]Submittal of all the information listed and payment of the permit processing fee freezes fees and development standards as of this date, unless exceptions per Government Code § 65889.5(o) are triggered.

[*2]Note: Record keeping pertaining to which standards and fees apply at date of submittal is imperative, as **penalties may apply for imposing incorrect standards**

Notes:

1. California Environmental Quality Act (CEQA) and Coastal Act standards apply.
2. After submittal of all of the information required, if the development proponent revises the project to change the number of residential units or square footage of construction changes by 20 percent or more, excluding any increase resulting from Density Bonus Law, the development proponent must resubmit the required information so that it reflects the revisions.

SITE INFORMATION

1. **PROJECT LOCATION** - The specific location, including parcel numbers, a legal description, and site address, if applicable.

   Street Address Bethel Island Road & Sandmound Blvd Unit/Space Number _____

   Legal Description (Lot, Block, Tract) Attached? YES ☑ NO ☐

   See attached Title Report and Parcel Map.

   Assessor Parcel Number(s) 032-112-007

2. **EXISTING USES -** The existing uses on the project site and identification of major physical alterations to the property on which the project is to be located.

   Vacant and undeveloped land.

3. **SITE PLAN -** A site plan showing the building(s) location on the property and approximate square footage of each building that is to be occupied.

   Attached? YES ☑ NO ☐

4. **ELEVATIONS -** Elevations showing design, color, material, and the massing and height of each building that is to be occupied.

   Attached? YES ☑ NO ☐

5. **PROPOSED USES** - The proposed land uses by number of units and square feet of residential and nonresidential development using the categories in the applicable zoning ordinance.

   While the general plan land use designation and zoning are AL/OIBA and P-1 respectively, this project is being filed and processed pursuant to the builder's remedy in Government Code section 65589.5(d)(5), which provides that an agency may not disapprove a housing development project even if it is inconsistent with both the jurisdiction's zoning ordinance and general plan land use designation.

   The proposed uses are as follows:
   209 Low Density Detached - 2,200-3,000sf
   62 High Density Below Market Rate Duplexes - 1,100-1,200sf

a. **RESIDENTIAL DWELLING UNIT COUNT:**

Please indicate the number of dwelling units proposed, including a breakdown of levels by affordability, set by each income category.

	Number of Units
Market Rate	209
Managers Unit(s) – Market Rate	0
Extremely Low Income	0
Very Low Income	0
Low Income	0
Moderate Income	62
Total No. of Units	271
Total No. of Affordable Units	62
Total No. of Density Bonus Units	0

Other notes on units:

6. **FLOOR AREA** - Provide the proposed floor area and square footage of residential and nonresidential development, by building (attach relevant information by building and totals here):

	Residential	Nonresidential	Total
Floor Area (Zoning)	621,500	0	621,500
Square Footage of Construction	955,870	0	955,870

7. **PARKING -** The proposed number of parking spaces:

Low Density - Street parking, High Density Below Market Rate - 32

8. **AFFORDABLE HOUSING INCENTIVES, WAIVERS, CONCESSIONS and PARKING REDUCTIONS** - Will the project proponent seek Density Bonus incentives, waivers, concessions, or parking reductions pursuant to California Government Code Section 65915?

YES ☐ NO ☐

If "YES," please describe:

While the Project includes sufficient affordable housing to qualify for a density bonus, this project is being filed and processed pursuant to the builder's remedy in Government Code section 65589.5(d)(5), which provides that an agency may not disapprove a housing development project even if it is inconsistent with both the jurisdiction's zoning ordinance and general plan land use designation.

9. **SUBDIVISION –** Will the project proponent seek any approvals under the Subdivision Map Act, including, but not limited to, a parcel map, a vesting or tentative map, or a condominium map?

YES ☑ NO ☐

If "YES," please describe: The project is seeking a Vesting Tentative Map and Final Map.

~~While the Project includes sufficient affordable housing to qualify for a density bonus, this project is being filed and processed pursuant to the builder's remedy in Government Code section 65589.5(d)(5), which provides that an agency may not disapprove a housing development project even if it is inconsistent with both the jurisdiction's zoning ordinance and general plan land use designation.~~

10. **POLLUTANTS** – Are there any proposed point sources of air or water pollutants?

YES ☐ NO ☐

If "YES," please describe:

11. **EXISTING SITE CONDITIONS –** Provide the number of existing residential units on the project site that will be demolished and whether each existing unit is occupied or unoccupied. Provide attachment, if needed.

	Occupied Residential Units	Unoccupied Residential Units	Total Residential Units
Existing	0	0	0
To Be Demolished	0	0	0

12. **ADDITIONAL SITE CONDITIONS –**

a. Whether a portion of the property is located within any of the following:

i. A very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection, pursuant to Section 51178?

YES ☐ NO ☐

ii. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993)?

YES ☑ NO ☐

iii. A hazardous waste site that is listed pursuant to Section 65962.5, or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code?

YES ☐ NO ☐

iv. A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by any official maps published by the Federal Emergency Management Agency?

YES ☑ NO ☐

v. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2?

YES ☐ NO ☐

vi. A stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code?

YES ☑ NO ☐

If "YES" to any, please describe:

See attached letter from USACE.
See attached FEMA Firmette.

b. Does the project site contain historic and/or cultural resources?

YES ☐ NO ☐

If "YES," please describe:

c. Does the project site contain any species of special concern?

YES ☐ NO ☐

If "YES," please describe:

d. Does the project site contain any recorded public easement, such as easements for storm drains, water lines, and other public rights of way?

YES ☑ NO ☐

If "YES," please describe:

See easements shown on attached Parcel Map.

e. Does the project site contain a stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code? Provide an aerial site photograph showing existing site conditions of environmental site features that would be subject to regulations by a public agency, including creeks and wetlands.

YES ☑ NO ☐

If "YES," please describe and depict in attached site map:

13. **COASTAL ZONE -** For housing development projects proposed to be located within the coastal zone, whether any portion of the property contains any of the following:

a. Wetlands, as defined in subdivision (b) of Section 13577 of Title 14 of the California Code of Regulations.

YES ☑ NO ☐

b. Environmentally sensitive habitat areas, as defined in Section 30240 of the Public Resources Code.

YES ☑ NO ☐

c. A tsunami run-up zone. YES ☐ NO ☐

d. Use of the site for public access to or along the coast. YES ☐ NO ☐

14. **PROJECT TEAM INFORMATION -** The applicant's contact information and, if the applicant does not own the property, consent from the property owner to submit the application.

Applicant's Name Kevin Weiss

Company/Firm JMH Weiss

Address 1731 Technology Drive Unit/Space Number Suite 880

City San Jose State CA Zip Code 95035

Telephone 408-202-2190 Email kevin@jmhweiss.com

Are you in escrow to purchase the property? YES ☐ NO ☐

Property Owner of Record ☐ Same as applicant ☐ Different from applicant

Name (if different from applicant) Duong Estuary Cove LLC

Address 1211 Embarcadero Unit/Space Number # 300

City Oakland State CA Zip Code 94606

Telephone _____ Email davidduong@calwaste.com

Optional: Agent/Representative Name _____

Company/Firm _____

Address _____ Unit/Space Number _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

Optional: Other (Specify Architect, Engineer, CEQA Consultant, etc.) Legal

Name Bryan W. Wenter

Company/Firm Miller Starr Regalia

Address 1331 North California Boulevard Unit/Space Number Suite 600

City Walnut Creek State CA Zip Code 94596

Telephone 925-941-3268 Email bryan.wenter@msrlegal.com

Primary Contact for Project: ☐ Owner ☐ Applicant ☐ Agent/Representative ☐ Other

PROPERTY OWNER AFFIDAVIT

Before the application can be accepted, the owner of each property involved must provide a signature to verify the Preliminary Application is being filed with their knowledge. Staff will confirm ownership based on the records of the City Engineer or County Assessor. In the case of partnerships, corporations, LLCs or trusts, the agent for service of process or an officer of the ownership entity so authorized may sign as stipulated below.

- **Ownership Disclosure.** If the property is owned by a partnership, corporation, LLC or trust, a disclosure identifying the agent for service or process or an officer of the ownership entity must be submitted. The disclosure must list the names and addresses of the principal owners (25 percent interest or greater). The signatory must appear in this list of names. A letter of authorization, as described below, may be submitted provided the signatory of the letter is included in the Ownership Disclosure. Include a copy of the current partnership agreement, corporate articles, or trust document as applicable.
- **Letter of Authorization (LOA).** A LOA from a property owner granting someone else permission to sign the Preliminary Application form may be provided if the property is owned by a partnership, corporation, LLC or trust, or in rare circumstances when an individual property owner is unable to sign the Preliminary Application form. To be considered for acceptance, the LOA must indicate the name of the person being authorized to file, their relationship to the owner or project, the site address, a general description of the type of application being filed and must also include the language in items 1-3 below. In the case of partnerships, corporations, LLCs or trusts, the LOA must be signed by the authorized signatory as shown on the Ownership Disclosure or in the case of private ownership by the property owner. Proof of Ownership for the signatory of the LOA must be submitted with said letter.
- **Grant Deed.** Provide Copy of the Grant Deed if the ownership of the property does not match local records. The Deed must correspond exactly with the ownership listed on the application.
- **Multiple Owners.** If the property is owned by more than one individual (e.g., John and Jane Doe, or Mary Smith and Mark Jones) signatures are required of all owners.

1. I hereby certify that I am the owner of record of the herein previously described property located in Contra Costa County which is involved in this Preliminary Application, or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC, or trust as evidenced by the documents attached hereto.
2. I hereby consent to the filing of this Preliminary Application on my property for processing by the Department of Conservation and Development for the sole purpose of vesting the proposed housing project subject to the Planning and Zoning ordinances, policies, and standards adopted and in effect on the date that this Preliminary Application is deemed complete.
3. Further, I understand that this Preliminary Application will be terminated and vesting will be forfeited if the housing development project is revised such that the number of residential units or square footage of construction increases or decreases by 20 percent or more, exclusive of any increase resulting from the receipt of a density bonus, incentive, concession, waiver, or similar provision, and/or an application requesting approval of an entitlement is not filed with Conservation and Development within 180 days of the date that the Preliminary Application is deemed complete.
4. By my signature below, I certify that the foregoing statements are true and correct.

Signature		Signature	
Printed Name	Kristina Duong	Printed Name	
Date	9/21/23	Date	

MILLER STARR REGALIA

1331 N. California Blvd.
Fifth Floor
Walnut Creek, CA 94596

T 925 935 9400
F 925 933 4126
www.msrlegal.com

Bryan W. Wenter, AICP
Direct Dial: 925 941 3268
bryan.wenter@msrlegal.com

September 25, 2023

VIA HAND DELIVERY

John Kopchik, Director
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Email: john.kopchik@dcd.cccounty.us

Re: Preliminary Application Pursuant to the Builder's Remedy for Bethel Estuary Estates, Unincorporated Oakley (APN 032-112-007)

Dear John:

Our client, Duong Estuary Cove LLC ("Estuary Cove"), hereby submits a Preliminary Application pursuant to Senate Bill 330 and the "builder's remedy" for its proposed residential "housing development project" at the intersection of Bethel Island Road and Sandmound Boulevard in unincorporated Oakley. This letter and the enclosed information represent the Project's Preliminary Application pursuant to Government Code section 65941.1(a). In addition to the early vesting conferred by SB 330, Estuary Cove intends to rely on the protections provided under the Housing Accountability Act ("HAA"), Density Bonus Law ("DBL"), and Permit Streamlining Act ("PSA").

A. Project Description and Background

The proposed project consists of 271 dwelling units, including 209 market-rate low-density single-family detached homes and 62 below market rate duplexes, with approximately 621,500 net (955,870 gross) square feet of residential building area, approximately 36.04 acres of on-site open space, a public trail system, and related infrastructure ("Project") on an approximately 78.33-acre property with one existing legal parcel (Assessor Parcel Number APN 032-112-007) at the intersection of Bethel Island Road and Sandmound Boulevard in unincorporated Oakley ("Project Site").

The Project Site has a general plan land use designation of AL/OIBA and is zoned P-1. The base density for the Project Site is 1 dwelling unit per 5 acres, which can be increased if a project participates in certain programs, including by providing

"substantial recreational facilities," in which case the allowed density is 1.0 to 2.9 units per net acre.

By way of additional background, the County approved the Coronado Villages project, which zoned the Project Site to P-1 and approved 185 market-rate residential units and a golf course. The Project differs from Coronado Villages in that it does not include a golf course, due to water and other site constraints, and instead of being fully market-rate, the Project includes a minimum of 20% below market-rate units.

B. Builder's Remedy Pursuant to the Housing Accountability Act

This Project is protected by the "Builder's Remedy" provisions of the Housing Accountability Act ("HAA"). (Gov. Code § 65589.5). These provisions prohibit a county that does not have an adopted housing element that is substantially compliant with the Housing Element Law (Gov. Code § 65580 *et seq.*) from disapproving or conditioning in a manner that renders infeasible a housing development project "for very low, low-, or moderate-income households," even where the project is inconsistent with both the city's zoning ordinance and general plan land use designation.[1] (Gov. Code § 65589.5(d)(5)). Projects for very low, low-, or moderate-income households are defined to include projects that provide 20 percent of the units for lower income households as defined in the HAA. (Gov. Code § 65589.5(h)(3)). Because the County does not yet have a substantially compliant 6th Regional Housing Needs Assessment ("RHNA") Cycle Housing Element[2] and the Project is a housing development project that will provide 20 percent of its units for lower income households, the Project is protected by the Builder's Remedy. Therefore, the County cannot deny or condition approval of the Project in a manner that would render it infeasible, notwithstanding any inconsistency of the Project with the zoning ordinance or General Plan land use designation of the Project Site.

C. Senate Bill 330

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[1] A county can disapprove such a project only if it makes written findings based on a preponderance of evidence in the record that (1) the county has an adopted, substantially compliant housing element and has met its RHNA requirements; (2) the project would have a specific adverse impact on health or safety that cannot be mitigated without rendering the project unaffordable or infeasible; (3) the denial or conditioning of the project is required to comply with state or federal law; (4) the project site is zoned for agriculture or resource preservation; or (5) the project is inconsistent with both the city's zoning ordinance and general plan land use designation and the county has an adopted, substantially compliant housing element. None of these findings apply to the Project or the Project Site.

[2] *See* https://www.hcd.ca.gov/planning-and-community-development/housing-open-data-tools/housing-element-review-and-compliance-report (showing the determination of the Department of Housing and Community Development that the County is out of compliance with state housing law as of today's date, based on HCD's last review of the County's Housing Element on August 18, 2023).

Signed into law on October 9, 2019 by Governor Newsom and effective January 1, 2020, SB 330 declared a statewide housing emergency. The bill places restrictions on certain types of development standards, amends the HAA, and makes changes to local approval processes and the Permit Streamlining Act (Gov. Code § 65920 *et seq.*). During the housing emergency period, as extended until 2030 by Senate Bill 8, all cities are subject to specified project review requirements and timelines regarding applications for housing developments. These changes include a prohibition on applying new zoning regulations and development standards or listing the project as a local historic landmark after a project's application is submitted, except under certain specified circumstances. Housing developments that meet all applicable objective general plan and zoning standards may only be subject to a limited number of public hearings, including continuances and appeal hearings.

1. Preliminary Application

SB 330 allows an applicant to submit a Preliminary Application for any "housing development project," meaning a project that is at least two-thirds residential by square footage. (Gov. Code § 65941.1). A Preliminary Application is separate and distinct from, and does not require as much detail as, a traditional development application—i.e., a "Formal Application." SB 330 precludes local agency input into the required contents of a Preliminary Application. For example, the local agency may not add to the 17-item checklist.[3] In addition, the applicant may elect to use the city's Preliminary Application checklist, a checklist created by the California Department of Housing and Community Development, the applicant's own checklist, or no checklist at all. (Gov. Code § 65941.1(b)). Finally, the local agency has no role in determining the completeness of a Preliminary Application.[4] Thus, if the applicant complies with the checklist, then the Preliminary Application is complete at the moment of filing-and vested rights accrue at that moment—without any affirmative action by the City required or allowed.

If an applicant submits a Formal Application within 180 days of submitting a Preliminary Application, then the zoning, design, subdivision, and fee requirements in effect at the time the Preliminary Application was submitted shall remain in effect for the remainder of the entitlement and permitting process, with certain limited exceptions,[5] plus two and one-half years following the date of final approval.

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[3] Gov. Code § 65941.1(b)(3) ("A checklist or form shall not require or request any information beyond that expressly identified in subdivision (a).").

[4] Gov. Code § 65941.1(d)(3) ("This section shall not require an affirmative determination by a city, county, or city and county regarding the completeness of a preliminary application or a development application for purposes of compliance with this section.").

[5] Exceptions to this rule include: (1) development impact fees, application and permit processing fees, capacity or connection fees, or other charges may be annually adjusted based on a published cost index (Gov. Code § 65589.5(o)(2)(A)); (2) where the requirement is necessary to avoid an adverse impact to public health or safety as defined in state law

This is the earliest form of vested rights provided in the state Planning and Zoning Law and it is completely applicant controlled.

2. Consistency with General Plan and Zoning

SB 330 provides that a housing development project "shall be deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision if there is substantial evidence that would allow a reasonable person to conclude that the housing development project is consistent, compliant, or in conformity." (Gov. Code § 65905.5(c)(1)). It also provides that a proposed housing development project "is not inconsistent with the applicable zoning standards and criteria, and shall not require a rezoning, if the housing development project is consistent with the objective general plan standards and criteria, but the zoning for the project site is inconsistent with the general plan." (Gov. Code § 65905.5(c)(2)).

3. Early Statutory Vested Rights

As noted above, the filing of a Preliminary Application provides the earliest form of vested rights established in California law. Subject to certain limited exceptions, SB 330 provides that a housing development project shall be subject only to the ordinances, policies, non-adjusting fees and exactions and standards adopted and in effect when a Preliminary Application was submitted. (Gov. Code § 65589.5(o)).

The state Department of Housing and Community Development ("HCD"), the state agency delegated by the Legislature with "primary responsibility for development and implementation of housing policy" (Health & Saf. Code § 50152), has determined that SB 330 vesting includes vesting of a jurisdiction's noncompliant status with respect to the Housing Element Law for the duration of processing of the project, even if the jurisdiction subsequently achieves compliance. (*See* HCD, 3030 Nebraska Avenue, Santa Monica – Letter of Technical Assistance, October 22, 2022).[6]

An applicant for a housing development project may bring legal action to enforce the HAA if a local agency requires or attempts to require a housing development project to comply with an ordinance, policy, and standards (which includes those relating to development impact fees, capacity or connection fees, or permit processing fees),

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(Gov. Code § 65589.5(o)(2)(B)); (3) where the requirement is necessary to avoid or lessen an impact under CEQA (Gov. Code § 65589.5(o)(2)(C)); (4) where the project does not commence construction within two and one-half years of the project's site permit being issued (Gov. Code § 65589.5(o)(2)(D)); and (5) where the project increases by more than 20 percent in the number of units or total square footage beyond the preliminary application, except as the project may be revised using a density bonus (Gov. Code § 65589.5(o)(2)(E)).

[6] *See* https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/HAU/santa-monica-TA-100522.pdf.

not adopted and in effect when a Preliminary Application was submitted. (*See* Gov. Code § 65589.5(k)(1)(a)(i)(III) and § 65589.5(o)(4)).

4. Limited Public Hearings

Under SB 330, housing development projects that comply with applicable objective general plan and zoning standards are subject to a maximum of five public hearings[7] prior to final action by the City. (Gov. Code § 65905.5(a)). The City must consider and either approve or disapprove the project at one of these five hearings, after which no further hearings may be held in connection with project approval. (*Id.*).

D. Conclusion

We would be happy to discuss the Project or this Preliminary Application with you at any time. We will file the Formal Application (currently anticipated to include a Vesting Tentative Map and Final Map) within 180 days, as required by Government Code section 65941.1(d)(1)).

Sincerely,

MILLER STARR REGALIA

Bryan W. Wenter

Bryan W. Wenter, AICP

BWW/kli

cc: Kevin Weiss, P.E., P.L.S. | JMH Weiss, Chief Executive Officer

[7] The term "hearing" is broadly defined to include informational hearings, hearings at which the project is continued to another date, sub-committee hearings, and appeal hearings. (Gov. Code § 65905.5(b)(2)).

Chicago Title - Alameda
1200 Concord Ave., Suite 400, Concord, CA 94520

Title Report

Duong Estuary Cove LLC
1211 Embarcadero #300
Oakland, CA 94606
Attn: David Duong

Escrow Officer: Christina Ly and Joanne Lam
Email: christina.ly@ctt.com
File No.: FWAC-5992300571-KD
Escrow No.: FWAC-5992300571 -CLJL

Property Address: Bethel Island Road & Sandmound Boulevard, Oakley, CA

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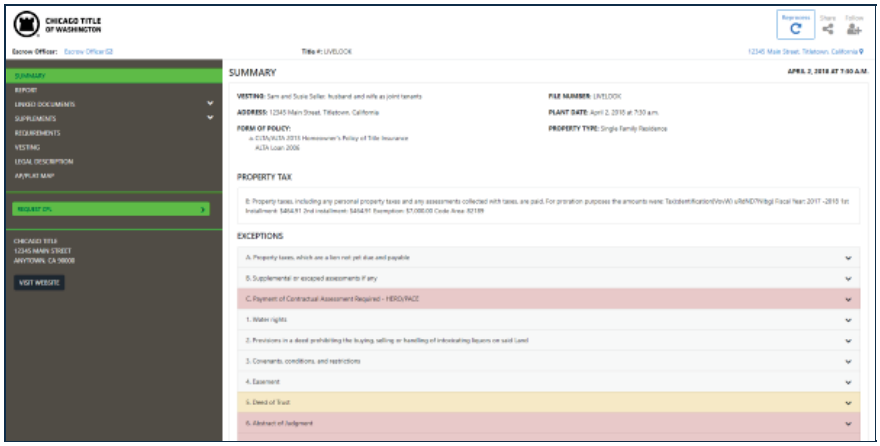

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CHICAGO TITLE COMPANY

PRELIMINARY REPORT

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

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

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

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

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

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

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

Attest:

Secretary

Visit Us on our Website: www.ctic.com

CHICAGO TITLE COMPANY

ISSUING OFFICE: 1200 Concord Ave., Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company
825 Broadway • Oakland, CA 94607
(510)893-8871 • FAX (510)893-8896

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Where Local Experience And Expertise Make A Difference

PRELIMINARY REPORT

Title Officer: Karen Dougherty
Email: Karen.Dougherty@titlegroup.fntg.com
Title No.: FWAC-5992300571-KD

Escrow Officer: Christina Ly and Joanne Lam
Email: christina.ly@ctt.com
Escrow No.: FWAC-5992300571 -CLJL

TO: Duong Estuary Cove LLC
1211 Embarcadero #300
Oakland, CA 94606
Attn: David Duong

PROPERTY ADDRESS(ES): Bethel Island Road & Sandmound Boulevard, Oakley, CA

EFFECTIVE DATE: June 21, 2023 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Loan Policy 2021

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A Fee as to Parcel One;

   Easement(s) as to Parcels Two, Three, Four and Five

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Duong Estuary Cove LLC, a California limited liability company

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 032-112-007-3 and 032-112-008-1

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

PARCEL ONE:

Parcels A and B, as shown on the Map entitled “Subdivision 8220 – Coronado Estates”, filed September 9, 2005 in the Office of the County Recorder in Book 483 of Maps, at Page 1, Contra Costa County Records.

EXCEPTING FROM PARCEL ONE: Reservations for oil, gas, and other hydrocarbons and minerals, and certain appurtenant rights, as reserved in the deed from Bank of America National Trust and Savings Association, recorded October 20, 1940, Book 559, Official Records, Page 259, by instruments recorded January 29, 1965, Book 4794, Official Records, Page 449 and recorded July 31, 1974, Book 7286, Official Records, Page 652, said rights were limited to below 500 feet of the surface, with no right of surface entry.

ALSO EXCEPTING FROM Parcel One, those portions acquired by Contra Costa County, a political subdivision of the State of California, by Final Order of Condemnation filed in the Superior Court of California under Case No. C08-00104 and recorded on January 23, 2009, under Document Number 2009-0012990.

ALSO EXCEPTING FROM Parcel One, those portions acquired by Contra Costa County, a political subdivision of the State of California, by Final Order of Condemnation filed in the Superior Court of California under Case No. C08-00104 and recorded on June 9, 2011, under Document Number 2011-0114982.

PARCEL TWO:

Right of way (not to be exclusive) created in reference to the premises, in the deed to William W. Wells, et al, recorded May 25, 1949, Book 1391, Official Records, Page 545 "for use as a roadway for vehicles of all kinds, pedestrians, and animals, for water, gas, oil, and sewer pipe lines and for the telephone, electric light and power lines, together with the necessary poles or conduits to carry said lines" over a strip of land described as follows:

Beginning on the South line of the parcel of land described as Parcel One in said deed to Wells, 1391 OR 545, as Station B, as designated therein; thence from said point of beginning North 5° 32' East, 77.5 feet to a point which bears North 82° 27' West from Station A, as designated in said Deed to Wells, 1391 OR 545; thence North 82° 27' West, 132.49 feet; thence North 75° 40' West, 132.63 feet to the West line of said West parcel, 1391 OR 545; thence North 14° 20' East along said West line, 20 feet; thence South 75° 40' East, 131.45 feet to a point 1 inch iron pipe; thence South 82° 27' East, 272.61 feet to a 3/4 inch iron pipe; thence South 60° 56' East, 645.81 feet to a 2 inch iron pipe on the East line of said Wells parcel 1391 OR 545; thence South 12° 43' West along said East line, 20.84 feet; thence North 60° 56' West, 647.88 feet to a point which bears South 82° 27' East from said Station A; thence North 82° 27' West, 117.5 feet to said Station A; thence South 5° 32' West, 82.61 feet to the South line of said Wells Parcel 1391 OR 545; thence North 68° 15' West along said South line, 20.83 feet to the point of beginning.

PARCEL THREE:

A right of way created in reference to the premises in the deed to William W. Wells, et al, recorded May 25, 1949, Book 1391, Official Records, Page 545, "for installation, maintenance and operation of an underground water pipe line or water pipe lines" over a strip of land 4 feet in width, the west line of which is described as follows:

Commencing at the Northwest corner of the parcel of land described as Parcel One in said deed to Wells, 1391 OR 545; thence from said point of commencement along the North line of said Wells Parcel South 76° 24' East, 144.4 feet and South 67° 09' East, 292.8 feet to the actual point of beginning of the herein described line; thence from said point of beginning South 22° 51' West, 169.02 feet; thence South 5° 32' West, 87.06 feet to the South

EXHIBIT "A"

Legal Description
(continued)

line of said Wells parcel, 1391 OR 545, distant thereon South 68° 15' East, 38.95 feet from Station B, as designated in said Deed to Wells, 1391 OR 545.

PARCEL FOUR:

A right of way (not to be exclusive) created in reference to the premises in the deed to Richard De Shazer, et ux, recorded October 25, 1961, Book 3980, Official Records, Page 47, "for the installation, operation and maintenance of an irrigation water pipe line" over a strip of land described as follows:

Commencing at the Southwest corner of the parcel of land described as Parcel One in said deed to Richard De Shazer, et ux, 3980 OR 47; thence from said point of commencement along the South lines of said Parcel One as follows: South 74° 24' East, 293.76 feet; South 77° 16' East, 234.09 feet and South 79° 02' East 824 feet to the actual point of beginning of the herein described strip of land; thence from said point of beginning South 79° 02' East 5 feet; thence North 13° 38' East, 318.38 feet to the Southwest corner of the parcel of land described as Parcel One in the deed to William W. Wells, et al, recorded May 25, 1949, Book 1391, Official Records, Page 545; thence North 75° 40' West, 5 feet; thence South 13° 38' West, 318.09 feet to the point of beginning.

PARCEL FIVE:

A right of way (not to be exclusive) created in reference to the premises in the deed to Richard De Shazer, et ux, recorded October 25, 1961, Book 3980, Official Records, Page 47, "for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipe lines, and for telephone, electric light and power lines; together with the necessary poles or conduits" over the West 2.5 feet of the following described strip of land:

Beginning at the Southeast corner of the parcel of land firstly described in the deed to Warren L. Remsburg, et al, recorded November 22, 1948, Book 1320, Official Records, Page 127; thence from said point of beginning North 13° 38' East along the East line of said Remsburg parcel, 208.7 feet to the North line of the 195.62 acre parcel of land described in the deed to Bolusiano Perez, et ux, recorded October 10, 1940, Book 559, Official Records, Page 259; thence South 76° 24' East along said North line, 5 feet to the West line of the parcel of land described as Parcel One in the deed to William W. Wells, et al, recorded May 25, 1949, Book 1391, Official Records, Page 545; thence South 13° 38' West along said West line, 208.76 feet to the Southwest corner of said Wells Parcel, 1391 OR 545; thence Westerly in a direct line to the point of beginning.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.

2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. Taxes and assessments levied by the Reclamation District #799.

5. Taxes and assessments levied by the Sacramento & San Joaquin Drainage District.

6. Any adverse claim based upon the assertion that:

   a. Some portion of said Land is tide or submerged land, or has been created by artificial means or has accreted to such portion so created.

   b. Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Sandmound Slough or has been formed by accretion to any such portion.

7. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Sandmound Slough.

8. Matters contained in that certain document

Entitled:	Agreement
Dated:	April 7, 1917
Executed by:	W.J. Hotchkiss, John D. Bosch and J. Zuberbuhler
Recording Date:	March 26, 1919
Recording No.:	Book 334 of Deeds, Page 192

   Reference is hereby made to said document for full particulars.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	William Shafer
Purpose:	Flume or water pipeline
Recording Date:	November 23, 1904
Recording No.:	Book 107 of Deeds, Page 229

   The exact location and extent of said easement is not disclosed of record.

EXCEPTIONS
(continued)

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Great Western Power Company
Purpose:	Pole lines and appurtenances thereto
Recording Date:	October 25, 1916
Recording No.:	Book 276 of Deeds, Page 200

The exact location and extent of said easement is not disclosed of record.

11. Any rights, interests, or claims which may exist or arise by reason of the facts shown upon a Survey Map entitled "Record of Survey" recorded September 5, 1940, in Book 7 of Licensed Surveyors Maps, at Page 50, Contra Costa County Records, including but not limited to the following:

A) Drainage ditch along the Southerly boundary of Parcel One.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by:	Bank of America National Trust and Savings Association, a National Banking Association
Purpose:	an irrigation ditch
Recording Date:	October 10, 1940
Recording No.:	Book 559, Page 259, of Official Records
Affects:	a portion

13. The Deed from Bank of America National Trust and Savings Association, a national banking association to Bolusiano Perez and Juliana Perez, his wife, recorded October 10, 1940, Book 559, Page 259, Official Records.

Contains the following: Said ditch shall be jointly owned by the parties hereto, their heirs, successors or assigns and each owner thereof shall bear his share of the cost of maintaining said ditch; also reserving unto the grantor, its successors or assigns, the right and privilege of using at any and all times and at its option to maintain, construct or repair any drain or seep ditch now or hereafter running over and across the hereinabove described real property, together with the right of ingress and egress over said real property at any and all times to exercise the rights and privileges herein reserved.

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	William W. Wells and Daisy A. Wells, his wife, et al
Purpose:	Roadway and utility
Recording Date:	May 25, 1949
Recording No.:	18507, Liber 1391, Page 545, of Official Records
Affects:	As shown on the map

EXCEPTIONS
(continued)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The Pacific Telephone and Telegraph Company
Purpose:	A pole line and appurtenances
Recording Date:	November 17, 1950
Recording No.:	Book 1670, Page 517, of Official Records,
Affects:	As shown on the map

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Richard De Shazer, et ux
Purpose:	Road and utility purposes
Recording Date:	October 25, 1961
Recording No.:	Book 3980, Page 47, of Official Records
Affects:	As shown on the map

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by:	Transamerica Development Corporation
Purpose:	A drillsite and appurtenances thereto
Recording Date:	July 31, 1974
Recording No.:	Book 7286, Page 652, of Official Records
Affects:	As shown on the map

18. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Lessor:	Transamerica Minerals Company
Lessee:	Amerada Hess Corporation
Recording Date:	June 7, 1996
Recording No.:	Serial Number 96-108366, of Official Records

No insurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

19. Offer of Dedication in an instrument,

Entitled:	Subdivision 8220 - Coronado Estates
To:	Contra Costa County
For:	"30.0' wide Mariner Road R/W Dedication, "5.00' wide and varies Sandmound Blvd. R/W Dedication", 21.00 wide Bethel Island Road R/W Dedication" and "30.00' wide Wells Road R/W Dedication"
Recorded:	September 9, 2005 in Book 483 of Maps, Page 1

Said offer was accepted by resolution, a certified copy of which was recorded December 14, 2006, 06-22, Instrument No. 399728, of Official Records.

EXCEPTIONS
(continued)

20. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: 30.0' and 50.0" Wide R.D. Drainage easement
Affects: As shown on the map

Purpose: 20.0' Wide R.D. Access easement
Affects: As shown on the map

21. Recitals as shown on that certain map/plat

Recording Date: September 9, 2005
Recording No.: Book 483 of Maps, at Page 1, of Official Records
Which among other things recites "The area marked and designated on said Map as "30.0' wide R.D. Drainage Easement, "20.0' wide R.D. Access Easement" and "50.0' wide R.D. Drainage Easement", are not dedicated for use by the general public but are for use by Reclamation District 799 or its designee for drainage and for construction of drainage inprovements including access for maintenance of works, improvements and structures; whether covered or open, and for the clearing of obstructions and vegetation."

Reference is hereby made to said document for full particulars.

22. A Notice

Entitled: Disclosure Statement
Executed by: Sosnowski & Associates, Inc., a California corporation
Recording Date: September 9, 2005
Recording No.: 2005-0343871, Official Records

Reference is hereby made to said document for full particulars.

23. Easement(s) for the purpose(s) shown below and rights incidental thereto as condemned by an instrument,

Entitled: Final Order of Condemnation
Purpose: Slope and Drainage Easement
Recording Date: January 23, 2009
Recording No.: Serial Number 2009-0012990, of Official Records
Affects: As described therein

and Recording Date: June 9, 2011
and Recording No.: 2011-0114982-00, of Official Records

And Amended September 19, 2018 by Instrument No. 2018-150238 Official Records

EXCEPTIONS
(continued)

24. Matters contained in that certain document

Entitled:	Memorandum of Settlement Agreement Concerning District and Developer
Dated:	December 17, 2013
Executed by:	Contra Costa Water District, a California County Water District and Sosnowski & Associates , Inc., a California Corporation
Recording Date:	December 18, 2013
Recording No.:	2013-0290080-00, of Official Records

Reference is hereby made to said document for full particulars.

25. Matters contained in that certain document

Entitled:	Memorandum of Settlement Agreement Concerning District, County and Developer
Dated:	December 17, 2013
Executed by:	Contra Costa Water District, a California County Water District and Sosnowski & Associates , Inc., a California Corporation
Recording Date:	December 18, 2013
Recording No.:	2013-0290081-00, of Official Records

Reference is hereby made to said document for full particulars.

26. Matters contained in that certain document

Entitled:	18-Inch Waterline Easement Agreement Sandmound Marina, LLC APN 032-112-008 5900 BETHEL ISLAND ROAD, OAKLEY
Executed by:	Sandmound Marina, LLC and Diablo Water District, a local governmental agency of the State of California
Recording Date:	October 22, 2014
Recording No.:	2014-0182208-00, of Official Records

Reference is hereby made to said document for full particulars.

27. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

28. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

EXCEPTIONS
(continued)

29. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Duong Estuary Cove LLC

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps

c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member

d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

30. The requirement that the complete and correct name(s) of the buyer(s) in this transaction be submitted to the Title Department at least 5 days prior to the close of Escrow.

31. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

NOTES

Note 1. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 2. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.:	032-112-007-3
Fiscal Year:	2022-2023
1st Installment:	$13,368.46
2nd Installment:	$13,368.46
Land:	$2,245,316.00
Code Area:	82055
Bill No.:	032700

Note 3. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.:	032-112-008-1
Fiscal Year:	2022-2023
1st Installment:	$1,732.39
2nd Installment:	$1,732.39
Land:	$288,022.00
Code Area:	82055
Bill No.:	032701

Note 4. Note: The charge for a policy of title insurance, when issued through this application for title insurance, will be based on the Short Term Rate.

Note 5. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 6. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

Note 7. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 8. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTES
(continued)

Note 9. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note 10. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

END OF NOTES

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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PRIVACY NOTICE

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- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

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- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

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FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
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- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

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- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

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We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

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FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Inquiry Website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(*Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here*)

ATTACHMENT ONE
(CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY (02-04-22)
EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
   Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7 Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(*Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here*)

ATTACHMENT ONE
(CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

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

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

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

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

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE
(CONTINUED)

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

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

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies	**Underwritten by FNF Underwriters**
CTC - Chicago Title Company	CTIC - Chicago Title Insurance Company
CLTC - Commonwealth Land Title Company	CLTIC - Commonwealth Land Title Insurance Company
FNTC - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
FNTCCA - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
TICOR - Ticor Title Company of California	CTIC - Chicago Title Insurance Company
LTC - Lawyer's Title Company	CLTIC - Commonwealth Land Title Insurance Company
SLTC - ServiceLink Title Company	CTIC - Chicago Title Insurance Company

Available Discounts

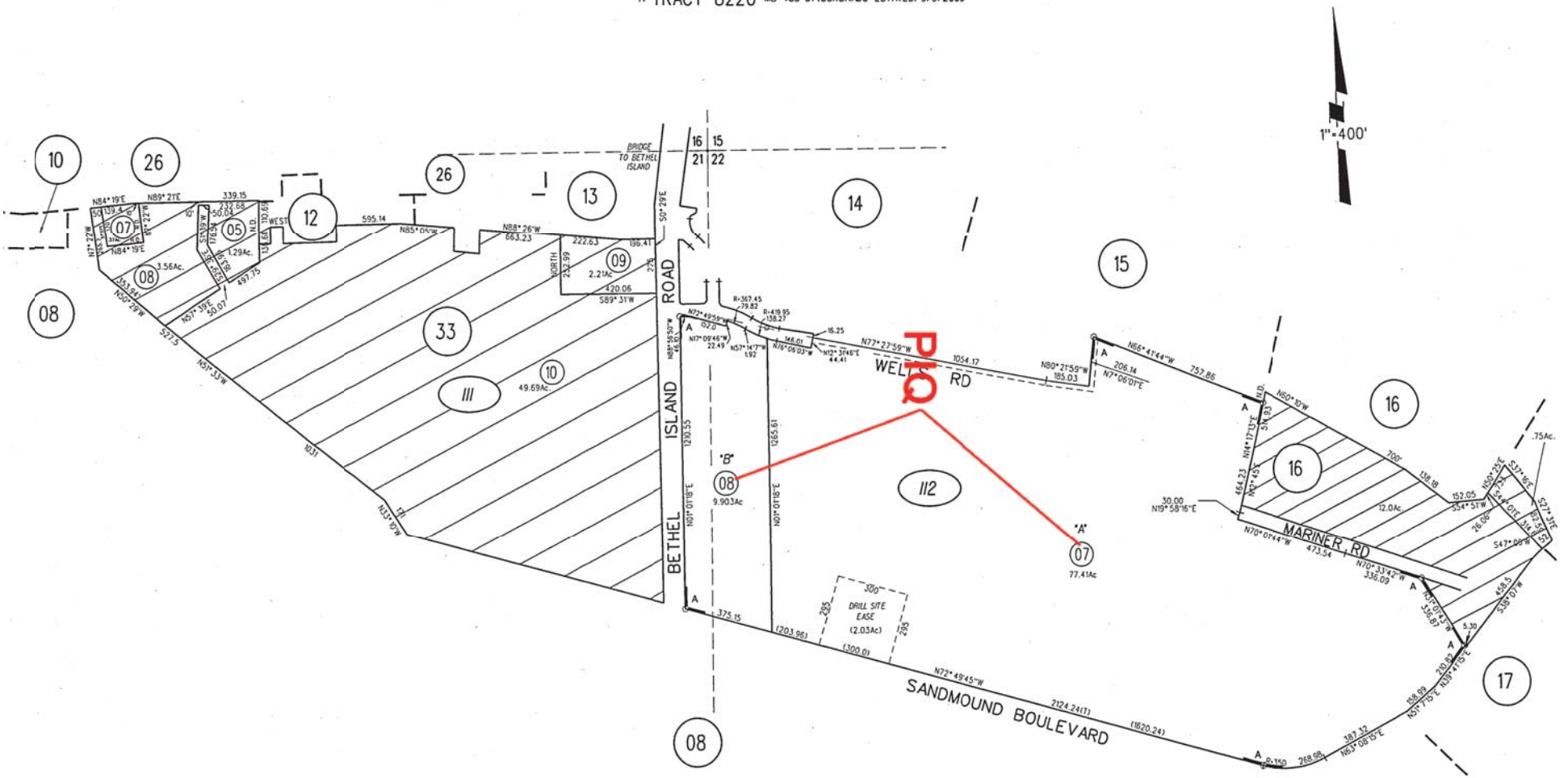
DISASTER LOANS (CTIC, CLTIC, FNTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

POR N 1/2 SEC'S 21 & 22 T2N R3E MDBM

A-TRACT 8220 MB 483-01 (CORONADO ESTATES) 9/9/2005



NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

FM 106-14

ASSESSOR'S MAP

BOOK 32 PAGE 11

CONTRA COSTA COUNTY, CALIF.

5/20/09

SUBDIVISION 8220
CORONADO ESTATES

PORTION OF THE N. E. 1/4 OF SECTION 21 AND PORTION OF THE N. 1/2 OF SECTION 22 T. 2. N., R. 3. E., M. D. B. & M. BEING ALL OF THAT CERTAIN 90.35 ACRE PARCEL AS SHOWN ON THAT RECORD OF SURVEY FILED OCTOBER 25, 1990 IN BOOK 96 OF L.S.M. AT PAGE 27, IN THE RECORDERS OFFICE

CONTRA COSTA COUNTY CALIFORNIA

MARCH 2004

HUMANN COMPANY INC.
ENGINEERING – SURVEYING
1021 BROWN AVE. LAFAYETTE, CA 94549
PH (925)283-5000 FAX (925)283-3578

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME. AND DOES HEREBY DEDICATE TO THE COUNTY OF CONTRA COSTA FOR PUBLIC USE THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS "30.00' WIDE MARINER ROAD R/W DEDICATION", "5.00' WIDE AND VARIES SANDMOUND BLVD. R/W DEDICATION", 21.00' WIDE BETHEL ISLAND ROAD R/W DEDICATION" AND "30.00' WIDE WELLS ROAD R/W DEDICATION".

THE AREAS MARKED AND DESIGNATED ON SAID MAP AS "30.0' WIDE R.D. DRAINAGE EASEMENT", "20.0' WIDE R.D. ACCESS EASEMENT" AND "50.0' WIDE R.D. DRAINAGE EASEMENT" ARE NOT DEDICATED FOR USE BY THE GENERAL PUBLIC BUT ARE FOR USE BY RECLAMATION DISTRICT 799 OR ITS DESIGNEE FOR DRAINAGE AND FOR CONSTRUCTION OF DRAINAGE IMPROVEMENTS INCLUDING ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES; WHETHER COVERED OR OPEN, AND FOR THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES OR OF RECORD.

OWNERS:

SOSNOWSKI & ASSOCIATES, INC., A CALIFORNIA CORPORATION

BY: Z. Paul Sosnowski

TITLE: PRESIDENT Z. PAUL SOSNOWSKI

BY: _____

TITLE:

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

ON THIS 16th DAY OF MAY, 2005, BEFORE ME, MAY MUNAR A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Z. PAUL SOSNOWSKI AND _____ PERSONALLY KNOWN TO ME (OR 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 STATEMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE STATEMENT.

WITNESS MY HAND

May Munar

SIGNATURE ~~OF~~ NOTARY

MAY MUNAR

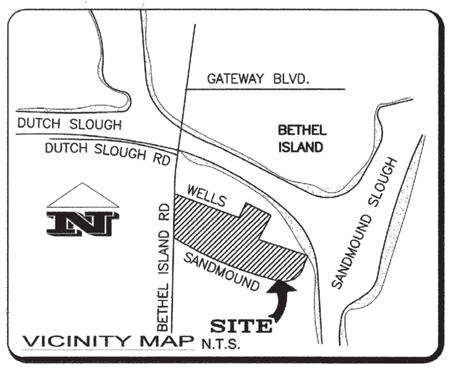
PRINTED NAME OF NOTARY

NOTARY PUBLIC IN AND FOR
THE COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA
COMMISSION # 1420389

MAY MUNAR
COMM. # 1420389
NOTARY PUBLIC-CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXP. MAY 26, 2007

MY COMMISSION EXPIRES: MAY 26, 2007

PRINCIPAL OFFICE OF NOTARY LOCATED IN CONTRA COSTA COUNTY.



BENEFICIARY STATEMENT

THE UNDERSIGNED, AS BENEFICIARY UNDER DEED OF TRUST RECORDED ON FEBRUARY 10, 2005, INSTRUMENT NO. 2005-46974, OF OFFICIAL RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEEDING AND DEDICATION THEREON.

YOSEMITE MORTGAGE FUND II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: MFD MANAGEMENT LLC, MANAGING MEMBER

BY: _____

Steven M. Pontes, General Manager

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Alameda

ON THIS 26th DAY OF May, 2005, BEFORE ME, Lou Rita Sheila Butler A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Steven M. Pontes, ~~AND~~ General Manager PERSONALLY KNOWN TO ME OR 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 STATEMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE STATEMENT.

WITNESS MY HAND

Lou Rita Sheila Butler

SIGNATURE OF NOTARY

Lou Rita Sheila Butler

PRINTED NAME OF NOTARY

NOTARY PUBLIC IN AND FOR
THE COUNTY OF ~~CONTRA COSTA~~ Alameda
STATE OF CALIFORNIA
COMMISSION # 1508874

LOU RITA SHEILA BUTLER
COMM. #1508874
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
Comm. Exp. AUG. 20, 2008

MY COMMISSION EXPIRES: 8-20-08

PRINCIPAL OFFICE OF NOTARY LOCATED IN Alameda COUNTY.

LOU RITA SHEILA BUTLER
COMM. #1508874
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
Comm. Exp. AUG. 20, 2008

LOU RITA SHEILA B
COMM. #15088
NOTARY PUBLIC • CALI
ALAMEDA COUN
Comm. Exp. AUG. 20, 2008

COUNTY SURVEYOR'S STATEMENT

THIS MAP WAS EXAMINED BY ME AND IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

MAURICE M. SHIU
ROAD COMMISSIONER-SURVEYOR
OF CONTRA COSTA COUNTY

BY: Rene Zwemmer DATE: 8/16/05

RENE ZWEMMER
DEPUTY COUNTY SURVEYOR
L.S.: 5999, EXPIRES: 12/31/2006

LICENSED LAND SURVEYOR
RENE ZWEMMER
Exp. 12-31-06
No. 5999
STATE OF CALIFORNIA

APN: 032-112-004

SHEET 1 OF 3

HC# 03039

483 M 1

9.9.05 8:00 AM 483-1

SUBDIVISION 8220
CORONADO ESTATES

PORTION OF THE N. E. 1/4 OF SECTION 21 AND PORTION OF THE N. 1/2 OF SECTION 22 T. 2. N., R. 3. E., M. D. B. & M. BEING ALL OF THAT CERTAIN 90.35 ACRE PARCEL AS SHOWN ON THAT RECORD OF SURVEY FILED OCTOBER 25, 1990 IN BOOK 96 OF L.S.M. AT PAGE 27, IN THE RECORDERS OFFICE

CONTRA COSTA COUNTY CALIFORNIA

MARCH 2004

HUMANN COMPANY INC.
ENGINEERING - SURVEYING
1021 BROWN AVE. LAFAYETTE, CA 94549
PH (925)283-5000 FAX (925)283-3578

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PAUL SOSNOWSKI IN THE MONTH OF MARCH, 2004, AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.
I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Izzat Nashashibi DATED: 6/2/05

IZZAT S. NASHASHIBI
RCE: 29528, EXPIRES: 3-31-07

REGISTERED PROFESSIONAL ENGINEER IZZAT S. NASHASHIBI No. 29528 Exp. 3-31-07 CIVIL STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

STATE OF CALIFORNIA,
COUNTY OF CONTRA COSTA

I, JOHN R. SWEETEN, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING MAP ENTITLED "SUBDIVISION 8220" WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE 16th DAY OF August 2005 AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DID NOT ACCEPT OR REJECT ON BEHALF OF THE PUBLIC ANY OF THE STREETS, ROADS, AVENUES OR EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE.

I FURTHER CERTIFY THAT ALL TAX LIENS HAVE BEEN SATISFIED AND THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, AND FILED IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 18th DAY OF August, 20 05.

JOHN R. SWEETEN
CLERK OF THE BOARD OF SUPERVISORS AND
COUNTY ADMINISTRATOR
OF CONTRA COSTA COUNTY

BY: _____
DEPUTY CLERK

BOARD OF SUPERVISORS CONTRA COSTA COUNTY CALIFORNIA

PLANNING COMMISSION STATEMENT

I HEREBY STATE THAT THE PLANNING COMMISSION OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, HAS APPROVED THE TENTATIVE MAP OF THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

DENNIS M. BARRY
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: _____ A.M.H. DATE: August 1, 2005

CHIEF, SUBDIVISION ADMINISTRATION

RECORDERS' STATEMENT

FILED AT THE REQUEST OF PLACER TITLE COMPANY AT 8:00 A.M. ON THE 9th DAY OF SEPTEMBER 2005, IN BOOK 483 OF MAPS AT PAGE 1, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

05-343870

STEPHEN L. WEIR
COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

483 M 2

HC# 03039

APN: 032-112-004

SHEET 2 OF 3

483-2

SUBDIVISION 8220
CORONADO ESTATES

PORTION OF THE N. E. 1/4 OF SECTION 21 AND PORTION OF THE N. 1/2 OF SECTION 22 T. 2 N., R. 3 E., M. D. B. & M. BEING ALL OF THAT CERTAIN 90.35 ACRE PARCEL AS SHOWN ON THAT RECORD OF SURVEY FILED OCTOBER 25, 1990 IN BOOK 96 OF L.S.M. AT PAGE 27, IN THE RECORDERS OFFICE

CONTRA COSTA COUNTY CALIFORNIA

MARCH 2004

HUMANN COMPANY INC.
ENGINEERING - SURVEYING
1021 BROWN AVE. LAFAYETTE, CA 94549
PH (925)283-5000 FAX (925)283-3578

SCALE 1"=160'

NOTE:

1. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE FLUME OR WATER PIPELINE EASEMENT RECORDED NOV. 23, 1904 (107 D 229). THE EXACT LOCATION OF SAID EASEMENT IS NOT CLEARLY DEFINED OF RECORD.

2. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE RESERVATION FOR ALL, OIL, GAS AND OTHER HYDROCARBON AND CERTAIN APPURTENANT RIGHTS, AS RESERVED IN THE DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, RECORDED OCT. 20, 1940, BOOK 559, OFFICIAL RECORDS, PAGE 259. SAID RIGHTS WERE LIMITED TO BELOW 500 FEET OF THE SURFACE, WITH NO RIGHT OF SURFACE ENTRY BY INSTRUMENTS RECORDED JAN. 29, 1965, BOOK 4794, OFFICIAL RECORDS, PAGE 449 AND RECORDED JULY 31, 1974, BOOK 7286, OFFICIAL RECORDS, PAGE 652.

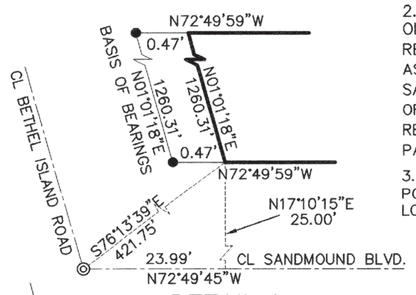
3. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE 2.5' WIDE GREAT WESTERN POWER POLE LINE EASEMENT RECORDED OCTOBER 25, 1916 (276 D 200). THE EXACT LOCATION OF SAID EASEMENT IS NOT CLEARLY DEFINED OF RECORD.

LEGEND:

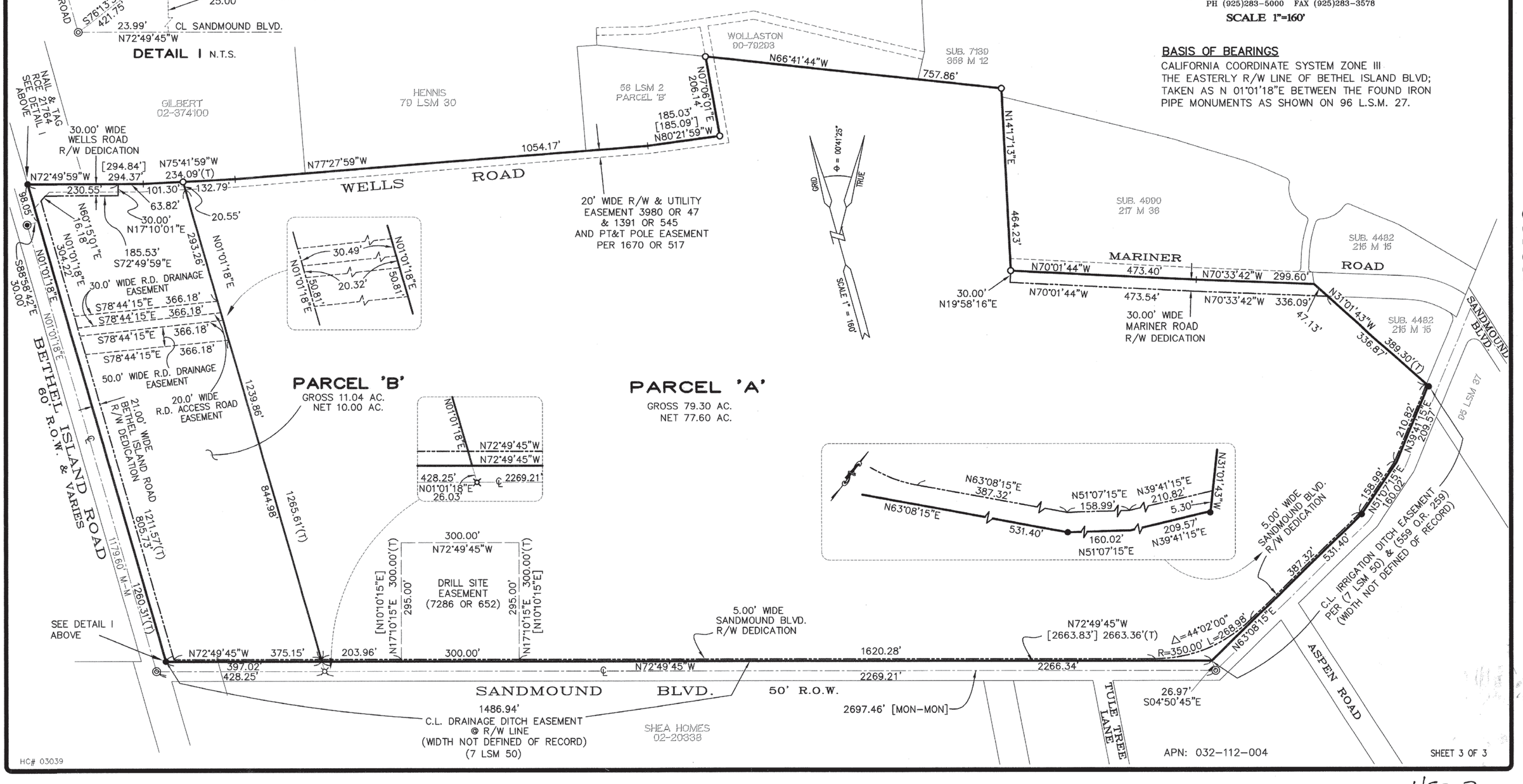
- ● FOUND 1" IRON PIPE AND TAG RCE 21764 PER 96 LSM 27, UNLESS OTHER WISE NOTED
- ◉ FOUND STANDARD COUNTY STREET MONUMENT PER 95 LSM 1.
- ◎ SET STANDARD STREET MON. STAMPED RCE 29528
- O SET 5/8" REBAR AND CAP RCE 29528
- ⊠ SET NAIL AND TAG RCE 29528
- R.D. DENOTES RECLAMATION DISTRICT 799
- [ ] DENOTES RECORD PER 96 LSM 27
- [MON–MON] MONUMENT TO MONUMENT

BASIS OF BEARINGS

CALIFORNIA COORDINATE SYSTEM ZONE III
THE EASTERLY R/W LINE OF BETHEL ISLAND BLVD; TAKEN AS N 01°01'18"E BETWEEN THE FOUND IRON PIPE MONUMENTS AS SHOWN ON 96 L.S.M. 27.



DETAIL 1 N.T.S.



HC# 03039

APN: 032–112–004

SHEET 3 OF 3

483 M 3

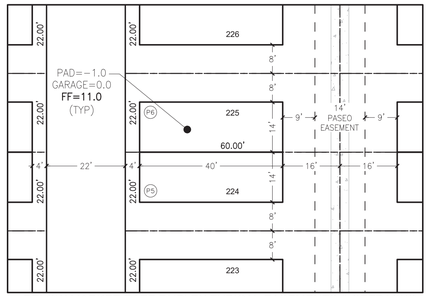
483-3

PRELIMINARY PLAN
FOR
BETHEL ESTUARY ESTATES
CONTRA COSTA COUNTY, CALIFORNIA
APN: 032-112-007

Bethel Estuary Estates Project Building Matrix

HOUSE TYPE*	# UNITS	DIMENSIONS	NET LIVING AREA PER PLAN (SF)	TOTAL NET LIVING AREA PER PLAN (SF)	GARAGE & STORAGE (SF)	GROSS AREA PER PLAN (SF)	TOTAL GROSS AREA PER PLAN (SF)
SFD PROJECT							
(P1) PLAN 1	35	34' X 40'	2,200	77,000	1,010	3,210	112,350
(P2) PLAN 2	20	34' X 50'	2,400	48,000	1,350	3,750	75,000
(P3) PLAN 3	92	35' x 50'	2,600	239,200	1,400	4,000	368,000
(P4) PLAN 4	62	35' x 60'	3,000	186,000	1,750	4,750	294,500
DULPLEX PROJECT							
(P5) PLAN 5	31	14' x 40'	1,100	34,100	560	1,660	51,460
(P6) PLAN 6	31	14' x 40'	1,200	37,200	560	1,760	54,560
TOTAL RESIDENTIAL UNITS	**271**		**TOTAL NET AREA**	**621,500**		**TOTAL GROSS AREA**	**955,870**

* SEE ARCHITECTURAL PLANS FOR DETAILS.



BELOW MARKET RATE DUPLEX TYPICAL EASEMENTS & SETBACKS

NON-JURISDICTIONAL SEASONAL WETLANDS* TABULATION	
EXISTING TOTAL	**5.73 AC**
AMOUNT TO BE RELOCATED	2.47 AC
AMOUNT TO REMAIN	3.26 AC
NEW / TO BE CREATED	8.31 AC
TOTAL POST PROJECT	**11.57 AC**

* EXISTING SEASONAL WETLANDS HAVE BEEN DEEMED "NON-JURISDICTIONAL" BY THE US ARMY CORPS OF ENGINEERS BY PERMIT ON 05/27/2021.

GENERAL NOTES:

OWNER: DUONG ESTUARY COVE, LLC, 1211 EMBARCADERO #300, OAKLAND, CALIFORNIA 94606

DEVELOPER: SANDMOUND HOLDINGS, LLC, 9201 MADRONE RANCH TRAIL, AUSTIN, TEXAS 78738

CIVIL ENGINEER: JMH WEISS, INC., 1731 TECHNOLOGY DRIVE, SUITE 880, SAN JOSE, CA 95110

A.P.N.: 032-112-007

SITE AREA: 78.33 ACRES
DEDICATIONS & EASEMENTS: 2.97 ACRES
DEVELOPMENT AREA: 38.20 ACRES
OPEN SPACE: 37.16 ACRES

EXISTING ZONING: P-1, PLANNED DISTRICT - RESIDENTIAL & OPEN SPACE

EXISTING GENERAL PLAN: AL, OIBA, AGRICULTURAL LANDS & OFF ISLAND BONUS AREA

PROPOSED ZONING: P-1, PLANNED DISTRICT - RESIDENTIAL & OPEN SPACE

EXISTING USE: OPEN SPACE

PROPOSED USE: RESIDENTIAL & OPEN SPACE RECREATIONAL

NUMBER OF RESIDENTIAL LOTS: 271
LOW DENSITY DETACHED: 165 LOTS, (1-209)
BELOW MARKET RATE DUPLEXES: 62 LOTS, (210-271)
BELOW MARKET RATE RATIO: 22%

SERVICES:
WATER SUPPLY: DIABLO WATER DISTRICT
SANITARY SEWER: IRONHORSE SANITARY DISTRICT
STORM DRAIN: CITY OF OAKLEY
GAS & ELECTRIC: PACIFIC GAS & ELECTRIC
FIRE: EAST CONTRA COSTA FIRE PROTECTION DISTRICT
TELEPHONE: AT&T
CABLE TV: COMCAST

FLOODING: ENTIRE SITE IS WITHIN: FIRM PANEL 06013C0170G DATED 3/21/2017 ZONE AE (EL 9 FEET NAVD 88)

TOPOGRAPHY: AERIAL TOPOGRAPHY PROVIDED BY NEXUS 3D CONSULTING DATED JULY 27, 2023

BASIS OF ELEVATION: ELEVATIONS ARE SHOWN IN NAVD 88

BASIS OF BEARING: CALIFORNIA COORDINATE SYSTEM ZONE III (NAD 83)

SETBACKS:
LOW DENSITY: FRONT: 20FT, SIDE: 5FT, REAR: 10FT
BELOW MARKET RATE DENSITY *(SEE LEFT)*

ROUGH EARTHWORK*:
SEASONAL WETLAND CREATION: 40,000 CY FILL
PARKS AND DEVELOPMENT AREA: 300,000 CY FILL
* EARTHWORK QUANTITIES SHOW ARE APPROXIMATE IN PLACE CUBIC YARDS AND DOES NOT ACCOUNT FOR SHRINK OR SWELL OF SOILS.

PUBLIC AMENITY
PUBLIC PARKS AND CONNECTED LINEAR WETLAND TRAIL SYSTEM

PUBLIC PARK	2.77 ACRES
NEIGHBORHOOD PARKS	1.64 ACRES
PUBLIC TRAIL SYSTEM	2.10 MILES

PROJECT FRONTAGE IMPROVEMENTS
SANDMOUND BOULEVARD
TO BE IMPROVED TO ULTIMATE WIDTH OF 76' ONLY WHERE ADJACENT TO ONSITE IMPROVEMENTS. A DEDICATION OF 21' BY OTHERS WILL BE REQUIRED.

WELLS ROAD
TO BE IMPROVED TO A WIDTH OF 45' ONLY WHERE ADJACENT TO ONSITE IMPROVEMENTS, WITH A DEDICATION OF 45'.

WELLS ROAD (45' WIDE)
S77°27'59"E 1054.17'
S80°21'59"E 185.03'
S66°41'44"E 757.86'
N07°10'16"E 206.14'
S14°17'13"W 484.23'
S75°41'59"E 234.09'
132.79'
63.82'
S72°49'59"E
101.30'
S17°10'01"W 30.00'
S72°49'59"E
185.53'
TRAIL CONNECTION TO MARINER ESTATES
0.93 AC
PROPOSED SEASONAL WETLANDS
2.34 AC
RESERVED FOR STORMWATER TREATMENT WITH COMMERCIAL
LOW DENSITY SINGLE FAMILY DETACHED
AVG. LOT SIZE 5,500SF
BELOW MARKET RATE SINGLE FAMILY DUPLEX
AVG. LOT SIZE 1,320SF
STORM WATER BASIN
8' PUBLIC TRAIL
NEIGHBORHOOD PARK
NEIGHBORHOOD LINEAR PARK
TRAIL CONNECTION TO MARINER ROAD
S70°01'44"E 473.40'
S70°01'44"E 473.54'
S70°33'42"E 299.60'
S70°33'42"E 336.09'
MARINER RD
S21°01'43"E 336.87'
PROPOSED 20' WIDE UTILITY EASEMENT
STORM WATER BASIN
EX. DRAINAGE DITCH TO REMAIN
FUTURE COMMERCIAL PROPERTY APN 032-012-008
N01°01'18"E 1211.57'
N01°01'18"E 1260.41'
FUTURE ROAD TO BE BUILT WITH ADJACENT COMMERCIAL PROJECT
FUTURE CONNECTION WITH COMMERCIAL
PROPOSED SEASONAL WETLANDS
2.48 AC
1.04 AC
0.23 AC
0.02 AC
PROPOSED SEASONAL WETLANDS
1.27 AC
S39°41'15"W 210.08'
S39°41'15"W 270.
S51°07'15"W 165.15'
S51°07'15"W 156.98'
LOW DENSITY SINGLE FAMILY DETACHED
AVG. LOT SIZE 5,500SF
OPEN SPACE PUBLIC PASSIVE PARK
PUBLIC PARKING
BETHEL ISLAND RD
SANDMOUND BLVD (65FT WIDE)
S63°08'15"W 367.32'
S63°08'15"W 544.14'
ASPEN ROAD
R=350.00' D=44°02'00" L=268.98'
N72°49'59"W 0.47'
CONTRA COSTA COUNTY
CITY OF OAKLEY
N72°49'45"W 2124.24'
8' SIDEWALK
N72°49'45"W 2697.46'
21' DEDICATION BY OTHERS
LIMIT OF FRONTAGE IMPROVEMENTS TO SANDMOUND BLVD
TRAIL CONNECTION TO SANDMOUND BOULEVARD
SANDMOUND BLVD (76FT WIDE)
TULE TREE LANE
TRAIL CONNECTION TO SANDMOUND BOULEVARD AND END OF FRONTAGE IMPROVEMENTS.
0 50' 100' 200'
SCALE 1" = 100'
N

DATE:	SEPTEMBER 2023
SCALE:	1" = 100'
JOB:	5298
SHEET TITLE:	SITE PLAN
SHEET NO:	1 OF 1

JMH weiss
Real Estate Development Consultants
Planning and Engineering
1731 Technology Drive, Suite 880
San Jose, CA 95110
(408) 286-4555
JMHWeiss.com

RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

COLOR SCHEME 1 FRONT ELEVATION

399.249 Bethel Estuary Estates
Contra Costa County, CA
September 12, 2023

CONCEPTUAL ELEVATIONS
LOW DENSITY SINGLE FAMILY DETACHED - PLAN 1 STYLE A
A01

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

COLOR SCHEME 4

FRONT ELEVATION

399.249 Bethel Estuary Estates
Contra Costa County, CA
September 12, 2023

CONCEPTUAL ELEVATIONS
LOW DENSITY SINGLE FAMILY DETACHED - PLAN 1 STYLE B
A02

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

COLOR SCHEME 2 FRONT ELEVATION

399.249 Bethel Estuary Estates
Contra Costa County, CA
September 12, 2023

CONCEPTUAL ELEVATIONS
LOW DENSITY SINGLE FAMILY DETACHED - PLAN 2 STYLE A
A03

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

COLOR SCHEME 5

FRONT ELEVATION

399.249 Bethel Estuary Estates
Contra Costa County, CA
September 12, 2023

CONCEPTUAL ELEVATIONS
LOW DENSITY SINGLE FAMILY DETACHED - PLAN 2 STYLE B
A04

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

COLOR SCHEME 3 FRONT ELEVATION

399.249 Bethel Estuary Estates
Contra Costa County, CA
September 12, 2023

CONCEPTUAL ELEVATIONS
LOW DENSITY SINGLE FAMILY DETACHED - PLAN 3 STLYE A
A05

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

COLOR SCHEME 6

FRONT ELEVATION

399.249 Bethel Estuary Estates
Contra Costa County, CA
September 12, 2023

CONCEPTUAL ELEVATIONS
LOW DENSITY SINGLE FAMILY DETACHED - PLAN 3 STLYE B
A06

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RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

COLOR SCHEME 4

FRONT ELEVATION

399.249 Bethel Estuary Estates
Contra Costa County, CA
September 12, 2023

CONCEPTUAL ELEVATIONS
LOW DENSITY SINGLE FAMILY DETACHED - PLAN 4 STYLE A
A07

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RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

COLOR SCHEME 1

FRONT ELEVATION

399.249 Bethel Estuary Estates
Contra Costa County, CA
September 12, 2023

CONCEPTUAL ELEVATIONS
LOW DENSITY SINGLE FAMILY DETACHED - PLAN 4 STYLE B
A08

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RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

COLOR SCHEME 7

FRONT ELEVATION

399.249 Bethel Estuary Estates
Contra Costa County, CA
September 12, 2023

CONCEPTUAL ELEVATIONS
HIGH DENSITY SINGLE FAMILY DUPLEX
A9

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RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

COLOR SCHEME 8

FRONT ELEVATION

399.249

Bethel Estuary Estates

Contra Costa County, CA

September 12, 2023

CONCEPTUAL ELEVATIONS
HIGH DENSITY SINGLE FAMILY DUPLEX
A10

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COLOR SCHEME 1

CertainTeed Roofing
Georgetown Gray - Birchwood

Stucco 1
SW 6133 Muslin

Stucco 2
SW 9107 Über Umber

Trim 1
SW 6385 Dover White

Trim 2
Fascia / Railing
SW 2861 Avocado

Entry Door
brand / #

McNear Brick
Sandmold Series
Cotswold

COLOR SCHEME 2

CertainTeed Roofing
Georgetown Gray - Birchwood

Stucco 1
SW 6133 Muslin

Stucco 2
SW 7543 Avenue Tan

Trim 1
SW 7515 Homestead Brown

Trim 2
Fascia / Railing
SW 2861 Avocado

Entry Door
SW 6133 Muslin

McNear Brick
Sandmold Series
Parkside

COLOR SCHEME 3

CertainTeed Roofing
Georgetown Gray - Birchwood

Stucco 1
SW 0006 Toile Red

Stucco 2
SW 7011 Natural Choice

Fascia
SW 2810 Rookwood Sash Green

Trim
Fascia / Railing
SW 7011 Natural Choice

Entry Door
SW 0005 Deepest Mauve

McNear Brick
Town Series
Harmon

COLOR SCHEME 4

CertainTeed Roofing
Georgetown Gray - Birchwood

Stucco 1
SW 7523 Burnished Brandy

Stucco 2
SW 7526 Maison Blanche

Trim 1
SW 7526 Maison Blanche

Trim 2
Fascia / Railing
SW 7550 Resort Tan

Entry Door
SW 7526 Maison Blanche

McNear Brick
Sandmold Series
Cotswold

COLOR SCHEME 5

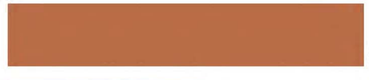
CertainTeed Roofing
Georgetown Gray - Birchwood

Stucco 1
SW 7548 Portico

Stucco 2
SW 7710 Brandy Wine

Trim 1
SW 7026 Griffin

Trim 2
Fascia / Railing
SW 7026 Griffin



Entry Door
SW 7710 Brandy Wine

McNear Brick
Sandmold Series
Cotswold

COLOR SCHEME 6

CertainTeed Roofing
Georgetown Gray - Birchwood

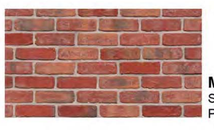
Stucco 1
SW 7715 Pottery Urn

Stucco 2
SW 2803 Rookwood Terra Cotta

Trim 1
SW 7012 Creamy

Trim 2
Fascia / Railing
SW 2810 Rookwood Sash Green

Entry Door
SW 2810 Rookwood Sash Green



McNear Brick
Sandmold Series
Parkside

399.249
Bethel Estuary Estates
Contra Costa County, CA
September 12, 2023

LOW DENSITY SFD
COLOR SCHEMES
A11

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COLOR SCHEME 7

Boral Roofing
California Mission Blend

Stucco
SW 7549 Studio Taupe

Trim / Fascia
SW 9105 Almond Roca

Entry Door / Accent
SW 7591 Red Barn

Stucco
SW 2845 Bunglehouse Gray

Trim / Fascia
SW 7567 Natural Tan

Entry Door / Accent
SW 2843 Roycroft Brass

COLOR SCHEME 8

CertainTeed Roofing
Thunderstorm Gray

Body 1
SW 7009 Pearly White

Body 2
SW 9168 Elephant Ear

Trim 2
SW 9168 Elephant Ear

Entry Door / Accent
SW 2740 Mineral Gray

SDG Architects, Inc.
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Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

May 27, 2021

Regulatory Division (SPK-2000-00692)

Olberding Environmental, Incorporated
Attn: Mr. Jeff Olberding
193 Blue Ravine Road, Suite 165
Folsom, California 95630-4770
jeff@olberdingenv.com

Dear Mr. Olberding:

We are responding to your April 22, 2021, request for an approved jurisdictional determination for the Coronado Village site. This letter supersedes our May 25, 2021, determination to correct an error in the acreage amount. The approximately 90.34-acre project site is located northeast of the intersection of Bethel Island Road and Sandmound Boulevard, at Latitude 38.007765°, Longitude -121.634060°, in an unincorporated portion of Contra Costa County, California.

Based on available information, we concur with your aquatic resources delineation for the site, as depicted on the enclosed drawing, *Figure 5: Jurisdictional Delineation of Wetlands and Other Waters of the U.S. for the Coronado Village Property,* prepared January 17, 2020, by Olberding Environmental (enclosure 1). Approximately 6.96 acres of aquatic resources, consisting of 5.93 acres of seasonal wetland and 1.03 acres of drainage ditches, are present within the survey area. This letter verifies that the location and boundaries of wetlands were delineated consistent with the wetland definition at 33 CFR §328.3(c)(16), the 1987 *Corps of Engineers Wetlands Delineation Manual* (Wetlands Research Program Technical Report Y-87-1) and the applicable regional supplements; and the location and boundaries of non-tidal waters conform with the ordinary high water mark definition at 33 CFR §328.3(c)(7), Regulatory Guidance Letter 05-05, and any applicable regional guide.

Of these aquatic resources, we have determined that those features SW1-SW9, PD1, PD2, and ED-1 totaling 6.96 acres are not waters of the U.S. regulated under Section 404 of the Clean Water Act or under Section 10 of the Rivers and Harbors Act.

We are enclosing a copy of the *Approved Jurisdictional Determination Form* (enclosure 2) for your site.

This approved jurisdictional determination is valid for five years from the date of this letter unless new information warrants revision of the determination before the expiration date. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 Code of Federal Regulations (CFR) Part 331. A *Notification of Appeal Process (NAP) and Request for Appeal (RFA) Form* is enclosed (enclosure 3). If you request to appeal this determination, you must submit a completed RFA form to the South Pacific Division Office at the following address: Administrative Appeal Review Officer, Army Corps of Engineers, South

Pacific Division, CESPD-PDO, 1455 Market Street, 2052B, San Francisco, California 94103-1399, Telephone: 415-503-6574, FAX: 415-503-6646.

In order for an RFA to be accepted by the Corps, we must determine that the form is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that the form was received by the Division Office within 60 days of the date of the NAP. It is not necessary to submit an RFA form to the Division Office unless you object to the determination in this letter.

We recommend that you provide a copy of this letter and notice to all other affected parties, including any individual who has an identifiable and substantial legal interest in the property.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

We appreciate feedback, especially about interaction with our staff and our processes.

Please refer to identification number SPK-2000-00692 in any correspondence concerning this project. If you have any questions, please contact Hailey Price by email at hailey.j.price@usace.army.mil, or telephone at 916-557-5269. For program information or to complete our Customer Survey, visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Sincerely,

Chandra Jenkins
Chief, CA Delta Section
Regulatory Division

Enclosures

cc:
Ms. Caroline Hall, Olberding Environmental, caroline@olberdingenv.com
Mr. Joseph Morgan, U.S. EPA Region 9, morgan.joseph@epamail.epa.gov
Ms. Stephanie Tadlock, RWQCB, stephanie.tadlock@waterboards.ca.gov

OLBERDING
-ENVIRONMENTAL-

193 Blue Ravine Road, Ste. 165
Folsom, California 95630
Phone: (916) 985-1188

Figure 5:
Jurisdictional Delineation of Wetlands and Other Waters of the U.S. for the Coronado Village Property

N
W E
S

0 75 150 300
Feet

1:1,500 1 in = 125 ft

To Be Printed On:
24"x36"

Coordinate System:
NAD 1983 StatePlane California III FIPS 0403 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Units: Foot US

Map Revision Date: 1/17/2020

Made in accordance with the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program, as amended on February 10, 2016, by:
Jason Deters, Project Manager
Enforcement and Special Projects Unit
U.S. Army Corps of Engineers
South Pacific Division
Sacramento District, Regulatory Division
1325 J Street, Room 1350
Sacramento, California 95814-2922

U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE

I. ADMINISTRATIVE INFORMATION

Completion Date of Approved Jurisdictional Determination (AJD): May 14, 2021.
ORM Number: SPK-2000-00692.
Associated JDs: N/A.
Review Area Location[1]: State/Territory: CA. City: Bethel Island. County/Parish/Borough: Contra Costa.
Center Coordinates of Review Area: Latitude 38.007765. Longitude -121.63406.

II. FINDINGS

A. Summary: Check all that apply. At least one box from the following list MUST be selected. Complete the corresponding sections/tables and summarize data sources.

- ☐ The review area is comprised entirely of dry land (i.e., there are no waters or water features, including wetlands, of any kind in the entire review area). Rationale: N/A.
- ☐ There are "navigable waters of the United States" within Rivers and Harbors Act jurisdiction within the review area (complete table in Section II.B).
- ☐ There are "waters of the United States" within Clean Water Act jurisdiction within the review area (complete appropriate tables in Section II.C).
- ☒ There are waters or water features excluded from Clean Water Act jurisdiction within the review area (complete table in Section II.D).

[1] Map(s)/figure(s) are attached to the AJD provided to the requestor.

B. Excluded Waters or Features

Excluded waters ((b)(1) – (b)(12)):[2]				
Exclusion Name	Exclusion Size		Exclusion[3]	Rationale for Exclusion Determination
PD-1	0.83	acre	(b)(5) Ditch that is not an (a)(1) or (a)(2) water, and those portions of a ditch constructed in an (a)(4) water that do not satisfy the conditions of (c)(1).	Ditch constructed entirely in uplands that does not relocate an (a)(1) - (a)(4) water.
PD-2	0.08	acre	(b)(5) Ditch that is not an (a)(1) or (a)(2) water, and those portions of a ditch constructed in an (a)(4) water that do not satisfy the conditions of (c)(1).	Ditch constructed entirely in uplands that does not relocate an (a)(1) - (a)(4) water.
ED-1	0.12	acre	(b)(5) Ditch that is not an (a)(1) or (a)(2) water, and those portions of a ditch constructed in an (a)(4) water that do not satisfy the conditions of (c)(1).	Ditch constructed entirely in uplands that does not relocate an (a)(1) - (a)(4) water.
SW-1	3.55	acres	(b)(1) Non-adjacent wetland.	This wetland meets the definition of paragraph (c)(16); however, it does not abut, nor is it inundated by flooding from, an (a)(1) – (a)(3) water in a typical year, nor is it physically separated from an (a)(1) – (a)(3) water by a natural or artificial barrier.
SW-2	0.10	acre	(b)(1) Non-adjacent wetland.	This wetland meets the definition of paragraph (c)(16); however, it does not abut, nor is it inundated by flooding from, an (a)(1) – (a)(3) water in a typical year, nor is it physically separated from an (a)(1) – (a)(3) water by a natural or artificial barrier.
SW-3	0.42	acre	(b)(1) Non-adjacent wetland.	This wetland meets the definition of paragraph (c)(16); however, it does not abut, nor is it inundated by flooding from, an (a)(1) – (a)(3)

[2] Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.
[3] Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.

Excluded waters ((b)(1) – (b)(12)):[2]				
Exclusion Name	Exclusion Size		Exclusion[3]	Rationale for Exclusion Determination
				water in a typical year, nor is it physically separated from an (a)(1) – (a)(3) water by a natural or artificial barrier.
SW-4	1.19	acres	(b)(1) Non-adjacent wetland.	This wetland meets the definition of paragraph (c)(16); however, it does not abut, nor is it inundated by flooding from, an (a)(1) – (a)(3) water in a typical year, nor is it physically separated from an (a)(1) – (a)(3) water by a natural or artificial barrier.
SW-5	0.04	acre	(b)(1) Non-adjacent wetland.	This wetland meets the definition of paragraph (c)(16); however, it does not abut, nor is it inundated by flooding from, an (a)(1) – (a)(3) water in a typical year, nor is it physically separated from an (a)(1) – (a)(3) water by a natural or artificial barrier.
SW-6	0.28	acre	(b)(1) Non-adjacent wetland.	This wetland meets the definition of paragraph (c)(16); however, it does not abut, nor is it inundated by flooding from, an (a)(1) – (a)(3) water in a typical year, nor is it physically separated from an (a)(1) – (a)(3) water by a natural or artificial barrier.
SW-7	0.12	acre	(b)(1) Non-adjacent wetland.	This wetland meets the definition of paragraph (c)(16); however, it does not abut, nor is it inundated by flooding from, an (a)(1) – (a)(3) water in a typical year, nor is it physically separated from an (a)(1) – (a)(3) water by a natural or artificial barrier.
SW-8	0.02	acre	(b)(1) Non-adjacent wetland.	This wetland meets the definition of paragraph (c)(16); however, it does not abut, nor is it inundated by flooding from, an (a)(1) – (a)(3) water in a typical year, nor is it physically separated from an (a)(1) – (a)(3) water by a natural or artificial barrier.

Excluded waters ((b)(1) – (b)(12)):[2]				
Exclusion Name	Exclusion Size		Exclusion[3]	Rationale for Exclusion Determination
SW-9	0.21	acre	(b)(1) Non-adjacent wetland.	This wetland meets the definition of paragraph (c)(16); however, it does not abut, nor is it inundated by flooding from, an (a)(1) – (a)(3) water in a typical year, nor is it physically separated from an (a)(1) – (a)(3) water by a natural or artificial barrier.

III. SUPPORTING INFORMATION

A. Select/enter all resources that were used to aid in this determination and attach data/maps to this document and/or references/citations in the administrative record, as appropriate.

☒ Information submitted by, or on behalf of, the applicant/consultant: U.S. Army Corps of Engineers Jurisdictional Delineation for the Coronado Village Property, prepared January 2020 by Olberding Environmental.
This information is. sufficient for purposes of this AJD.
Rationale: N/A.
☐ Data sheets prepared by the Corps: N/A.
☒ Photographs: Aerial and Other. Olberding Environmental site photos taken January 2019; Google Earth Pro, version 7.3.3.7692, eye alt 3630 ft, taken 04/02/2018 and 02/07/2018.
☐ Corps site visit(s) conducted on: N/A.
☐ Previous Jurisdictional Determinations (AJDs or PJDs): N/A.
☐ Antecedent Precipitation Tool: *provide detailed discussion in Section III.B*.
☐ USDA NRCS Soil Survey: Title(s) and/or date(s).
☐ USFWS NWI maps: Title(s) and/or date(s).
☒ USGS topographic maps: 1910, Jersey Quadrangle, 7.5 minutes series, 1:31680 scale; 1947, Western United States Sacramento, NJ 10-6, 1:250000 scale; 1952, Jersey Island Quadrangle, 7.5 minute series, 1:24000; 2018, Jersey Island Quadrangle, 7.5 minute series, 1:24000.

Other data sources used to aid in this determination:

Data Source (select)	Name and/or date and other relevant information
USGS Sources	N/A.
USDA Sources	N/A.
NOAA Sources	N/A.
USACE Sources	N/A.
State/Local/Tribal Sources	N/A.
Other information (specify)	N/A .

B. Typical year assessment(s): N/A.

C. **Additional comments to support AJD:** The nearest (a)(1)-(a)(3) water to this study site is Dutch Slough, located approximately 500 feet from the site, and is a jurisdictional water under Section 10 of the Rivers and Harbors Act. The features PD-1, PD-2 and ED-1 are drainage ditches that were constructed in uplands and did not relocate a tributary. Earliest available USGS topo maps from 1910-1942 depict only uplands within the study site. The 1952 USGS topo map is the earliest map to depict the ditches on site, indicating that the ditches were constructed some time between 1947-1952. The straightness of the channels also indicates that these are constructed ditches that did not occur naturally. The ditch PD-1 receives water from a pump station upstream which pumps water from Dutch Slough into a series of channels connected to PD-1. The wetlands on site, SW-1 through SW-9, receive water from the drainage ditch PD-1. While the wetlands on site may be indirectly inundated by an (a)(1)-(a)(3) water in a typical year, this water travels through PD-1 which is not a tributary and thus severs any jurisdictional hydrologic connection.

National Flood Hazard Layer FIRMette

FEMA

121°38'29"W 38°0'45"N

121°37'52"W 38°0'17"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/26/2023 at 2:17 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.