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MAR 20 2024

FILE # PA24-0006



EL DORADO COUNTY  
PLANNING AND BUILDING DEPARTMENT

EL DORADO COUNTY PLANNING SERVICES

PRE-APPLICATION AND CONCEPTUAL REVIEW PROCESS

051-461-069-000

ASSESSOR'S PARCEL NUMBER(s) \_\_\_\_\_

PROJECT NAME/REQUEST (Describe proposed use and use separate sheet if necessary):

Diamond Village Apartments II

IF SUBDIVISION/PARCEL MAP: Create \_\_\_\_\_ lots, ranging in size from \_\_\_\_\_ to \_\_\_\_\_ acre(s)/square feet

IF ZONE CHANGE: From N/A \_\_\_\_\_ to \_\_\_\_\_

IF GENERAL PLAN AMENDMENT: From N/A \_\_\_\_\_ to \_\_\_\_\_

APPLICANT/AGENT

Sergei Oleshko

Mailing Address 8863 Greenback Ln Ste 324 Orangevale CA 95662  
P.O. Box or Street City State ZIP

Phone \_\_\_\_\_ FAX \_\_\_\_\_

PROPERTY OWNER

SNO Foundation

Mailing Address 8863 Greenback Ln Ste 324 Orangevale CA 95662  
P.O. Box or Street City State ZIP

Phone 916-949-8882 FAX \_\_\_\_\_

LIST ADDITIONAL PROPERTY OWNERS ON SEPARATE SHEET IF APPLICABLE

ENGINEER/ARCHITECT

Millennium Planning & Engineering

Mailing Address 471 Sutton way, Suite 210 Grass Valley, CA 95945  
P.O. Box or Street City State ZIP

Phone 530-277-5092 FAX \_\_\_\_\_

LOCATION: The property is located on the \_\_\_\_\_ side of 750 Black Rice Rd Placerville, CA 95667  
N/E/W/S Street or Road

1000 ft \_\_\_\_\_ feet/miles \_\_\_\_\_ of the intersection with HWY 49  
N/E/W/S Major Street or Road

in the Diamond Springs area. PROPERTY SIZE 5.71 Acres  
Acre(s) / Square Feet

DocuSigned by: X Sergei Oleshko Date 3/22/2024  
Signature of property owner or authorized agent

FOR OFFICE USE ONLY

Date 3-20-24 Fee \$1391.24 Receipt # R52665 Rec'd by BAK Census \_\_\_\_\_

Zoning PM/RE-5 GPD MFR/MDR Supervisor District 3 Sec 19/30 Twn 10 Rng 11

Pre-application completed by: \_\_\_\_\_ Date completed: \_\_\_\_\_

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## Project Description

### **Diamond Springs Village Apartments – Phase 2**

(SB-35 Pre-Application/Notice of Intent)

#### **Background Information**

**Site Address:** 750 Black Rice Road, Placerville, CA 95667

**APN:** 051-461-069

**Parcel Acreage:** ~5.71 Acres

**General Plan Designation:** Multi-Family Residential (MFR)/ Medium Density Residential (MDR)

**Zoning:** Residential Multi-Unit (RM) ~ 1.8-acres

Residential Estate 5 acres – Planned Development (RE-5) ~ 3.9-acres

**Existing Condition:** Vacant Land / Temporary equipment staging for Phase I

**Utilities:** El Dorado Irrigation District / PG&E

**Applicant:** Sergei Oleshko

**Representative:** Millennium Planning & Engineering (Rob Wood, AICP – Principal Planner)

#### **Overview**

The goal of this project is to provide affordable housing to address California’s overall housing shortage. The applicant proposes to construct 32 affordable housing (“Apartments”) units located on 750 Black Rice Road, adjacent to the Diamond Springs Village Apartments project (PD17-0002) within the Diamond Springs community of El Dorado County.

Pursuant to SB-35 streamlining procedures, the applicant is requesting a Statutory Exemption pursuant to Section 15268, Ministerial Projects, of the California Environmental Quality Act (CEQA) Guidelines and Government Code Section 65913(k). In accordance with State law (California Government Code 65913.4), the applicant is hereby submitting a Pre-Application /Notice of Intent to El Dorado County Planning Division, prior to submitting a formal application for Streamlined Ministerial Approval of Affordable Housing.

#### **Background & Existing Site Conditions**

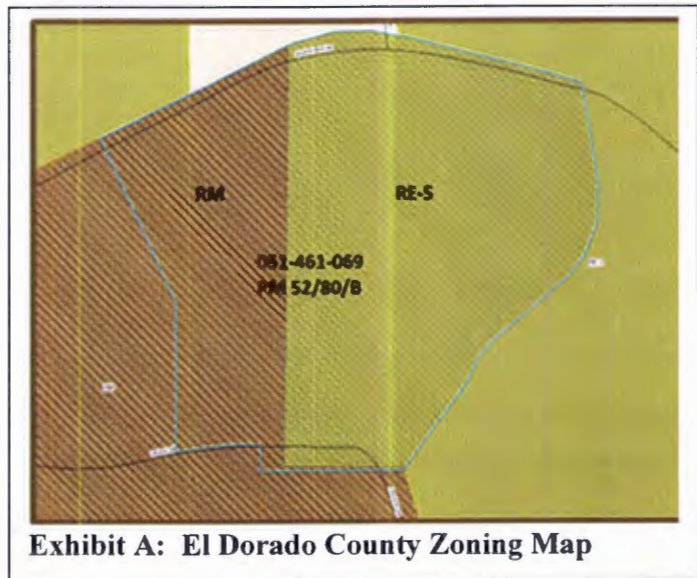
The subject parcel originally consisted of 10.7 acres, identified as APN 051-461-059, and was included in the review for PD17-0002/Diamond Springs Village Apartments. The property has since been subdivided (52 PM 80), with the resultant subject parcel (APN 051-461-069) consisting of 5.71-acres. The subject parcel is located within the Community Region of Diamond Springs and El Dorado

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on the south side of Black Rice Road, approximately 0.25 miles from Highway 49. The parcel has “split” zoning consisting of RM (west portion) and RE-5 (east portion).

The current zoning designation consists of ~1.8-acres of Residential Multi-Unit (RM) and ~3.9-acres of Residential Estate-5 acres (RE-5) (see Exhibit A). Section 130.24.010 of the El Dorado County Zoning Ordinance identifies RM zoning to regulate and promote the development of multi-unit dwellings, including apartments. The zone is utilized in Community Regions and Rural Centers to meet affordable housing goals identified in the Housing Element of the General Plan. Table 130.24.020 identifies multi-unit dwellings as an allowed use within RM zoning.



Construction of Diamond Springs Village Apartments (PD17-0002) is currently underway on the adjacent 5.01 parcel. Most of the proposed development area for the project has already been graded under Permit #0368221 to stage equipment and materials during construction activities of Construction of Diamond Springs Village Apartments (PD17-0002).

The surrounding parcels have compatible land uses and zoning designations. The site is surrounded on the east, west, and south with high-density multi-residential development and to the north across Black Rice Road are single-family residential dwellings.

A Biological Resource Report and Wetland Delineation was prepared for the site prior to the parcel split in November of 2012. The existing vegetation consists of non-native grassland, with small areas of Ponderosa Pine, Willow-Valley Oak Riparian, Interior Live Oak Woodland, Coyote Brush Scrub and Mesic Meadow.

The CA Dept of Forestry and Fire Protection indicates the subject parcel is located within a Moderate Fire Hazard Severity Zone and MSC.FEMA.GOV designates the parcel an Area of Minimal Flood Hazard (Zone X). The EnviroStor DMS does not identify the site having existing permits or corrective actions regarding hazardous waste.

### **Proposed Project**

The applicant proposes to develop 32 affordable housing (“apartments”) on the ~5.71-acre parcel. The apartments would consist of four (4) multi-family buildings located entirely within the RM zoning on the westerly portion of property. The approximate number of units and square footage of each are as follows:



- Building 1: Eight (8) 1-bedroom units 598 sqft/ea Total: 4,784 sqft
- Building 2: Eight (8) 2-bedroom units 802 sqft/ea Total: 6,416 sqft
- Building 3: Eight (8) 2-bedroom units 802 sqft/ea Total: 6,416 sqft
- Building 4: Eight (8) 3-bedroom units 1,095 sqft/ea Total: 8,760 sqft

Of the 32 units, one of the units will be designated as a Managers Unit. The design of the buildings are similar to the adjacent development of Diamond Springs Village Apartments – Phase 1. The project requires a maximum of 57 parking spaces for eight (8) 1-bedroom, sixteen (16) 2-bedroom and eight (8) 3-bedroom units. The project proposes 61 parking spaces.

PARKING STATISTICS				
	STANDARD	ADA	EV	TOTAL
PARKING SPACES	32	4	25	61

There are two ingress/egress points: One off Black Rice Road and the other connecting to Deuce Drive. Parking will be developed adjacent to the buildings primarily within the RE-5 zoning.

The project is proposing one 6-foot high and 8-foot-wide sign, in accordance with Table 130.16.070.1a of the Zoning Ordinance-Sign Standards for Multi-unit Residential (RM) zoned properties within Community Regions. The project would require utility connections into an existing El Dorado Irrigation District's (EID) water and sewage system and Pacific Gas and Electric (PG&E) electric and gas.

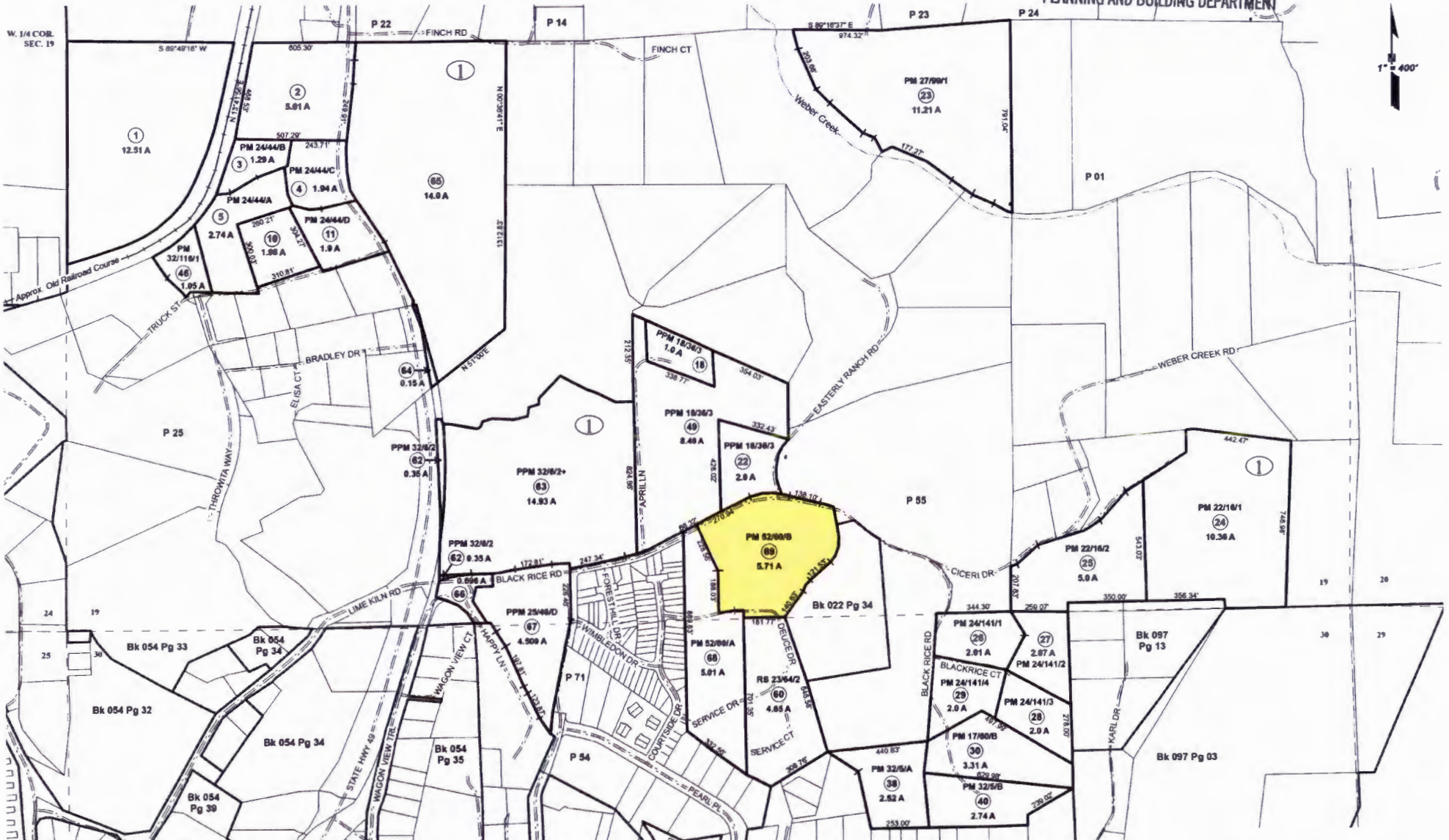
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POR. SECS. 19 & 30, T.10N., R.11E., M.D.M.

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51:46



THIS MAP IS NOT A SURVEY. It is prepared by the El Dorado Co. Assessor's office for assessment purposes only. Area calculations and characteristics are not guaranteed. Users should verify items such as dimensions and acreage. Map drafted 12/27/22

Acreages Are Estimates

Adjacent Map Pages Shown in Grey Text  
Assessor's Block Numbers Shown in Ellipse  
Assessor's Parcel Numbers Shown in Circles

Rev. June 2, 2022

Assessor's Map Book 051 Page 46  
County of El Dorado, CA

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# ENVIROSTOR

750 black rice road

Map Address

Sites and Facilities

Cleanup Sites

- Federal Superfund
- State Response
- Voluntary Cleanup
- School Cleanup
- Evaluation
- School Investigation
- Military Evaluation
- Tiered Permit
- Corrective Action
- Field Points

STATUS

[All Statuses](#)

Permitted Sites

- Operating
- Post-Closure
- Non-Operating

Other Sites

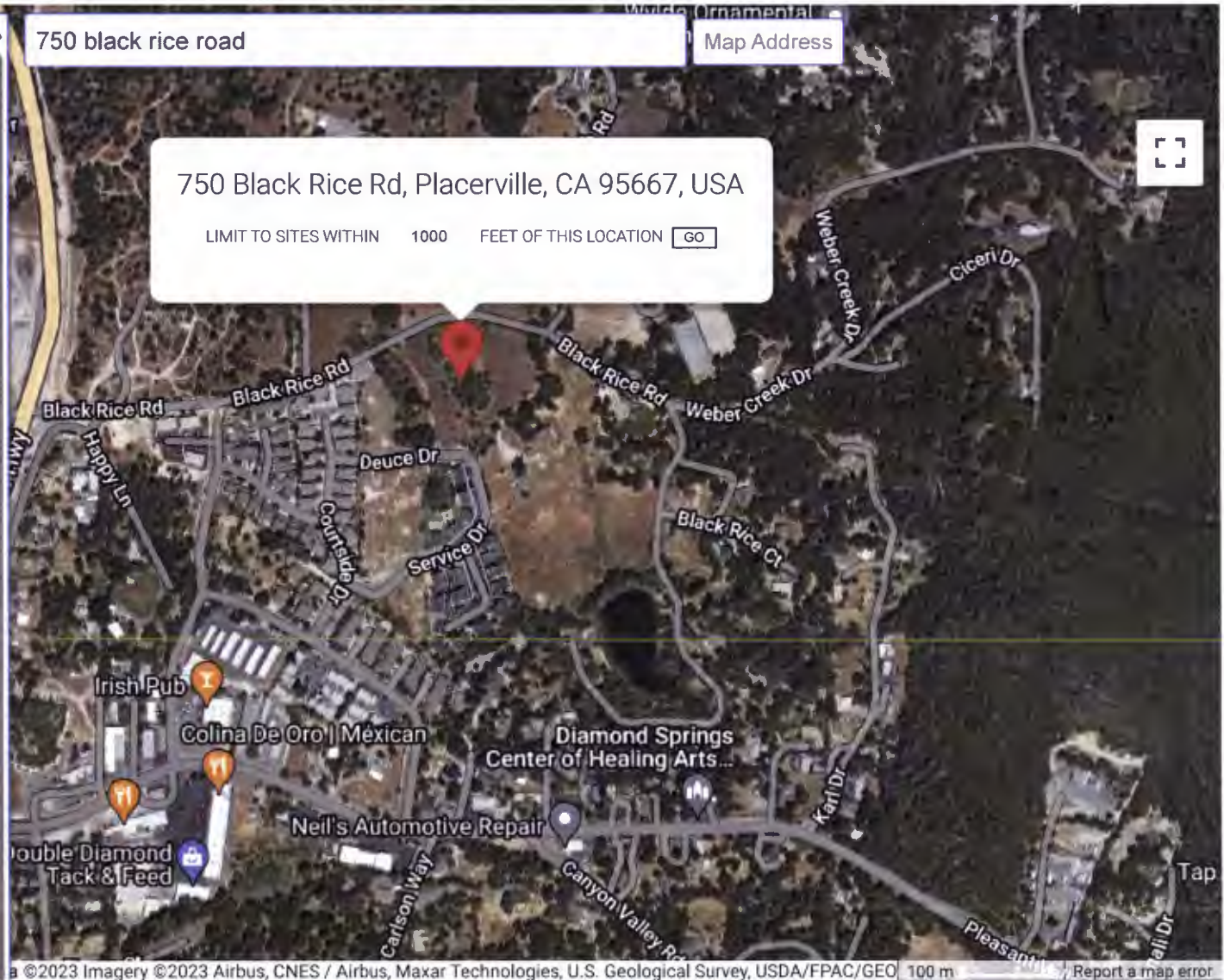
- ▲ [GeoTracker LUST Cleanup](#)
- ▲ [GeoTracker Cleanup Program](#)
- ▲ [GeoTracker Military Cleanup](#)
- [GeoTracker Field Points](#)

GIS Layers

- [CalEnviroScreen Layer](#)
- [Assembly Districts](#)

750 Black Rice Rd, Placerville, CA 95667, USA

LIMIT TO SITES WITHIN 1000 FEET OF THIS LOCATION



©2023 Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO 100 m Report a map error

SITES CURRENTLY VISIBLE ON MAP

3 SITES LISTED

[EXPORT THIS LIST TO EXCEL](#)

PROJECT NAME	STATUS	PROJECT TYPE	ADDRESS	CITY
<span style="color: purple;">■</span> <a href="#">CELEBRITY PLATING</a>	NO FURTHER ACTION	CORRECTIVE ACTION	4502 MISSOURI FLAT ROAD	PLACERVILLE
<span style="color: green;">■</span> <a href="#">CELEBRITY, INC.</a>	NO ACTION REQUIRED	TIERED PERMIT	4502 MISSOURI FLAT ROAD	PLACERVILLE
<span style="color: blue;">■</span> <a href="#">TETERS AUTO WRECKERS</a>	REFER: OTHER AGENCY	EVALUATION	4487 MISSOURI FLAT ROAD	PLACERVILLE

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PLANNING AND BUILDING DEPARTMENT

**PA24-0006**



# National Flood Hazard Layer FIRMette



120°48'41"W 38°42'14"N



### Legend

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

<b>SPECIAL FLOOD HAZARD AREAS</b>		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
<b>OTHER AREAS OF FLOOD HAZARD</b>		0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone J)
		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)
<b>OTHER AREAS</b>		NO SCREEN Area of Minimal Flood Hazard (Zone X)
		Effective LOMRs
<b>GENERAL STRUCTURES</b>		Area of Undetermined Flood Hazard (Zone )
		Channel, Culvert, or Storm Sewer
<b>OTHER FEATURES</b>		Levee, Dike, or Floodwall
		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation 17.5
<b>MAP PANELS</b>		Coastal Transect
		Base Flood Elevation Line (BFE)
<b>OTHER FEATURES</b>		Limit of Study
		Jurisdiction Boundary
<b>OTHER FEATURES</b>		Coastal Transect Baseline
		Profile Baseline
<b>OTHER FEATURES</b>		Hydrographic Feature
		Digital Data Available
<b>MAP PANELS</b>		No Digital Data Available
		Unmapped

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



PA24-0006

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 12/28/2023 at 5:29 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.

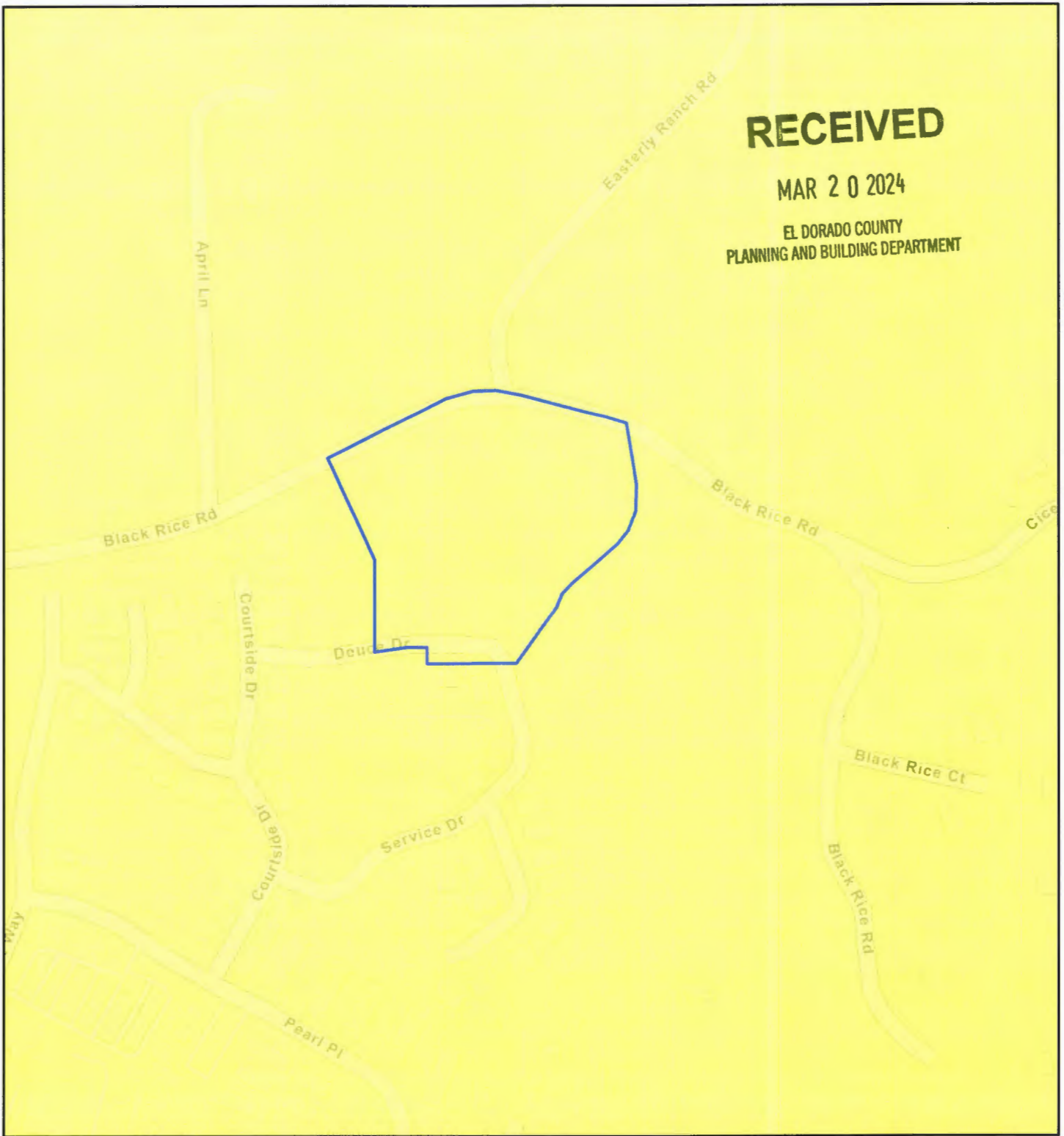
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory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

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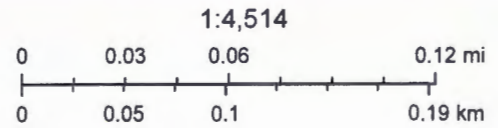


# 750 Black Rice Road\_FHSZ - Moderate



12/28/2023, 2:14:56 PM

- County Outline
- FHSZ in SRA
  - Very High
  - Moderate
  - High
  - VHFHSZ



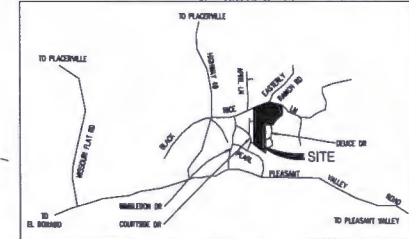
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VICINITY MAP  
NOT TO SCALE

**PROJECT INFORMATION**

**DEVELOPER/APPLICANT**

SNO FOUNDATION  
8708 LINDEN VILLAGE DRIVE, SUITE 603  
SACRAMENTO, CA 95827  
916-446-9800  
CONTACT: SERGIO OLIVERO

**PLANNING & ENGINEERING**

MILLERMAN PLANNING & ENGINEERING  
471 SUTTON WAY, SUITE 210  
GRASS VALLEY, CA 95945  
530-446-8765  
CONTACT: MICHELLE LATROUD, PE

**SURVEYING**

COMPASS CONSULTING, INC.  
14743 STROUD DRIVE  
GRASS VALLEY, CA 95945  
530-210-8398  
CONTACT: DAN HOAGLAND, PLS

**SITE ADDRESS**

8078 SERVICE DRIVE  
DIAMOND SPRINGS, CA 95818

**APN**

081-061-068

**SITE AREA**

PARCEL B = 3.71 ACRES

**GENERAL PLAN**

RE1 - RESIDENTIAL  
MOR - MEDIUM DENSITY RESIDENTIAL

**ZONING**

RE - RESIDENTIAL ESTATE

**WATER SERVICE**

EL DORADO IRRIGATION DISTRICT

**ELECTRIC SERVICE**

PG&E

**SEWER SERVICE**

EL DORADO IRRIGATION DISTRICT

**GAS**

PG&E

**SCHOOL DISTRICT**

EL DORADO UNION

**FIRE PROTECTION**

DIAMOND SPRINGS, EL DORADO COUNTY FIRE DISTRICT

**BASIS OF ELEVATIONS**

MCS BENCH J 127, NAVD 88 HEIGHT 1604.2' (200018)

**BENCHMARK**

REF. STATE PLUMB LINE 2, 1995



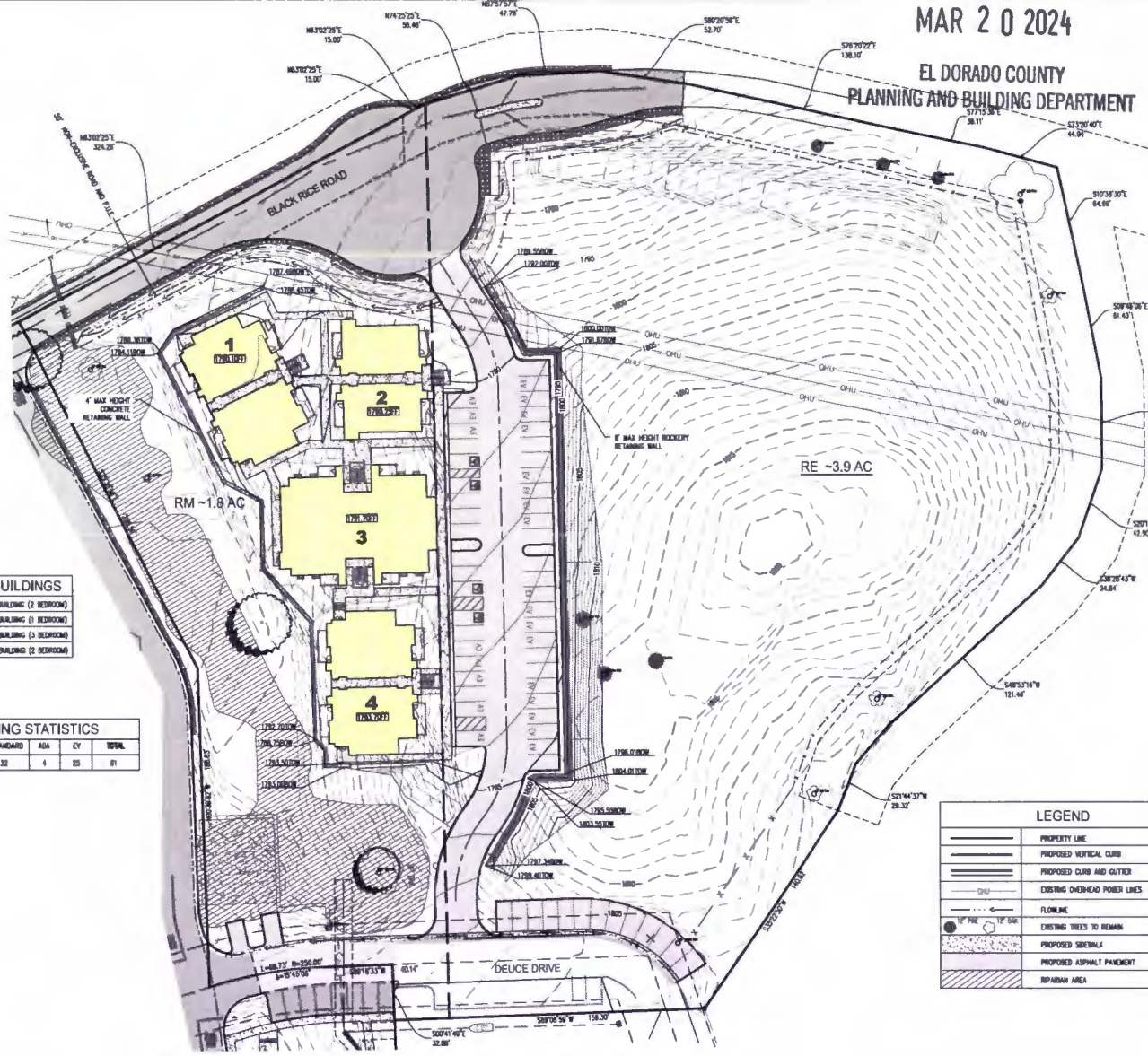
MILLENNIUM  
PLANNING & ENGINEERING  
10000 UNIVERSITY AVENUE  
SUITE 100  
DALLAS, TEXAS 75243  
CALIFORNIA

DIAMOND VILLAGE APARTMENTS II  
750 BLACK RICE ROAD (APN# 051-461-069)  
CONCEPTUAL SITE PLAN

EL DORADO COUNTY

ISSUED/REV	DATE	DESCRIPTION	REV
DRAWING DEC			
PROJ. NO. 21-1208			
DRWG. SEE DATE/TAMP			
DATE: MARCH, 2024			

SHEET NUMBER  
C1.0



**BUILDINGS**

B1	BUILDING (2 BEDROOM)
B2	BUILDING (1 BEDROOM)
B3	BUILDING (1 BEDROOM)
B4	BUILDING (2 BEDROOM)

**PARKING STATISTICS**

	STANDARD	ADA	EV	TOTAL
PARKING SPACES	32	4	25	61

**LEGEND**

[Symbol]	PROPERTY LINE
[Symbol]	PROPOSED VERTICAL CURB
[Symbol]	PROPOSED CURB AND GUTTER
[Symbol]	EXISTING OVERHEAD POWER LINES
[Symbol]	FLOWLINE
[Symbol]	EXISTING TREES TO REMAIN
[Symbol]	PROPOSED SIDEWALK
[Symbol]	PROPOSED ASPHALT PAVEMENT
[Symbol]	ROADWAY AREA

SITE EXHIBIT  
SCALE 1"=30'

**PA24-0006**

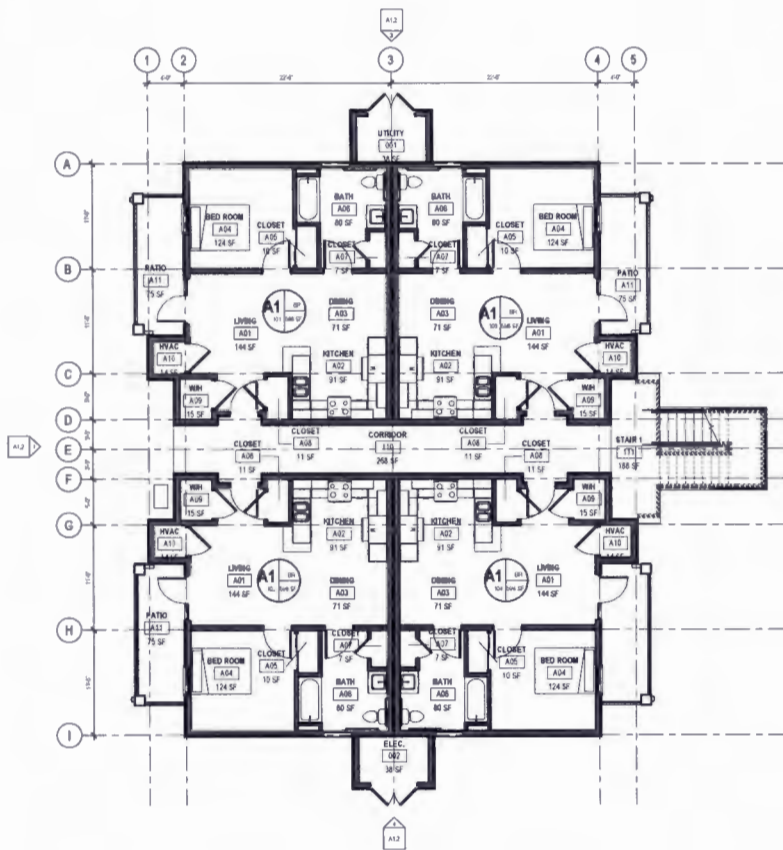
24-0875 B 10 of 61



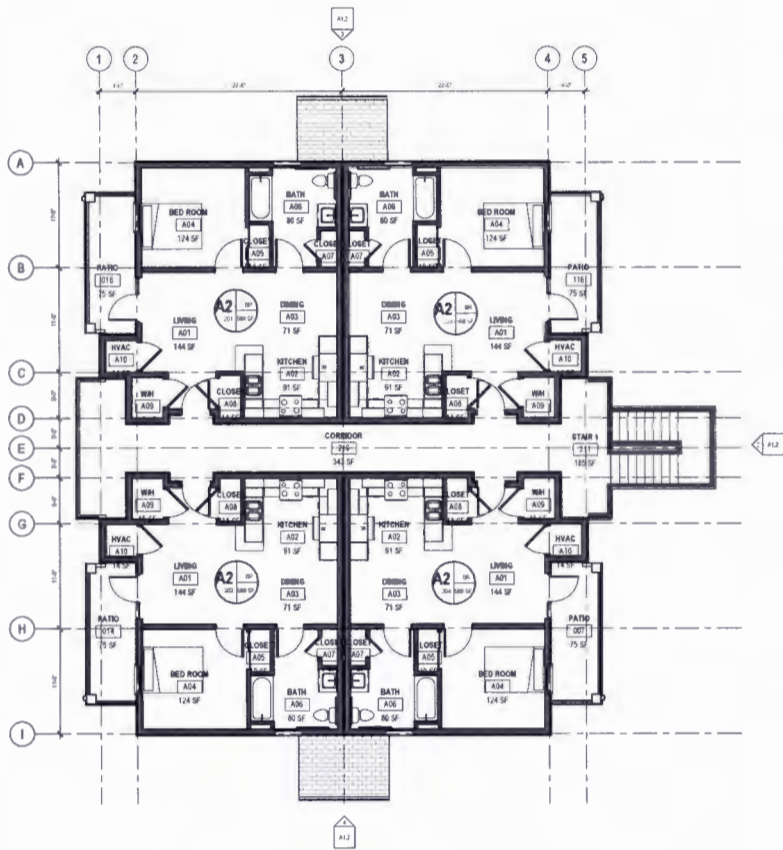
SNO  
FOUNDATION

Diamond Village  
Phase II

Highway 49 at Kobi Lane



1 FLOOR PLAN - LEVEL 1  
SHP-112



2 FLOOR PLAN - LEVEL 2  
SHP-112

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1-BED FLOOR  
PLAN

A1.1

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LOC J



1 - BR - LEFT ELEVATION  
3/8\"/>



1 - BR - FRONT ELEVATION  
3/8\"/>



1 - BR - RIGHT ELEVATION  
3/8\"/>



1 - BR - REAR ELEVATION  
3/8\"/>

SNO  
FOUNDATION

Diamond Village  
Phase II

Highway 49 at Koli Lane

NO.	REVISION/DESCRIPTION	DATE

DATE: 03/13/24  
PROJECT NUMBER: 24-0875  
DRAWING NUMBER: 1-03

1-BED ELEVATIONS

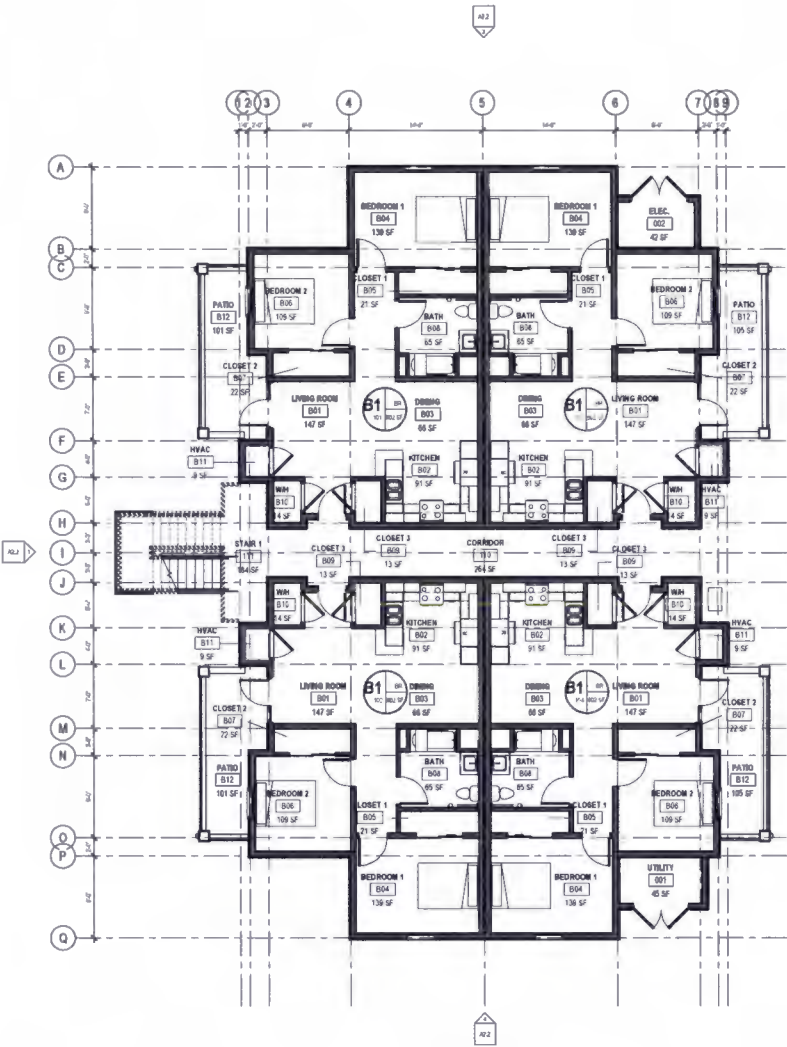
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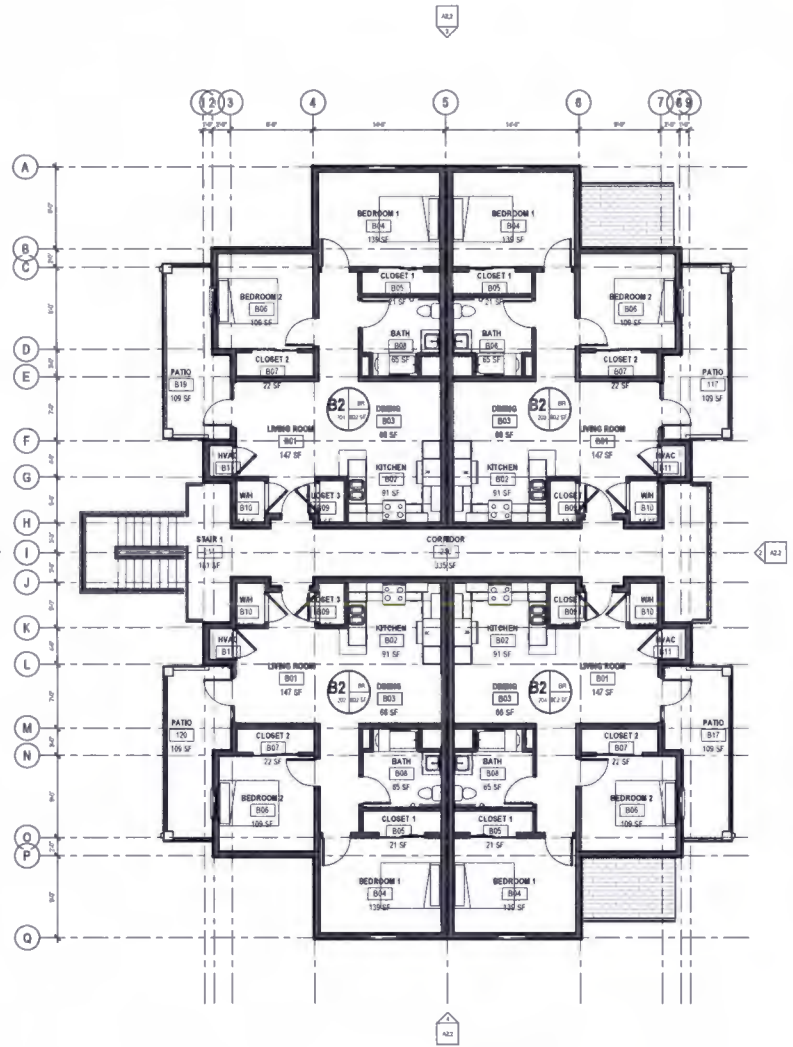
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**A1.2**





1 FLOOR PLAN - LEVEL 1  
SIP = 1/4"



2 FLOOR PLAN - LEVEL 2  
SIP = 1/4"

SNO  
FOUNDATION

Diamond Village  
Phase II

Highway 49 at Kobi Lane

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2-BED FLOOR  
PLAN

**A2.1**

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DO NOT SCALE OR MODIFY ARCHITECT DRAWINGS  
OWNER & ARCHITECT USE ONLY  
DATE: 03/15/24 2:24:10Z  
BY: WCP/DF/CLASBET

LOC#1



4 2 - BR - LEFT ELEVATION  
3/18 - 1/4"



1 2 - BR - FRONT ELEVATION  
3/18 - 1/4"



3 2 - BR - RIGHT ELEVATION  
3/18 - 1/4"



2 2 - BR - REAR ELEVATION  
3/18 - 1/4"

SNO  
FOUNDATION

Diamond Village  
Phase II

Highway 49 at Kobi Lane

NO.	DESCRIPTION	DATE

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A2.2

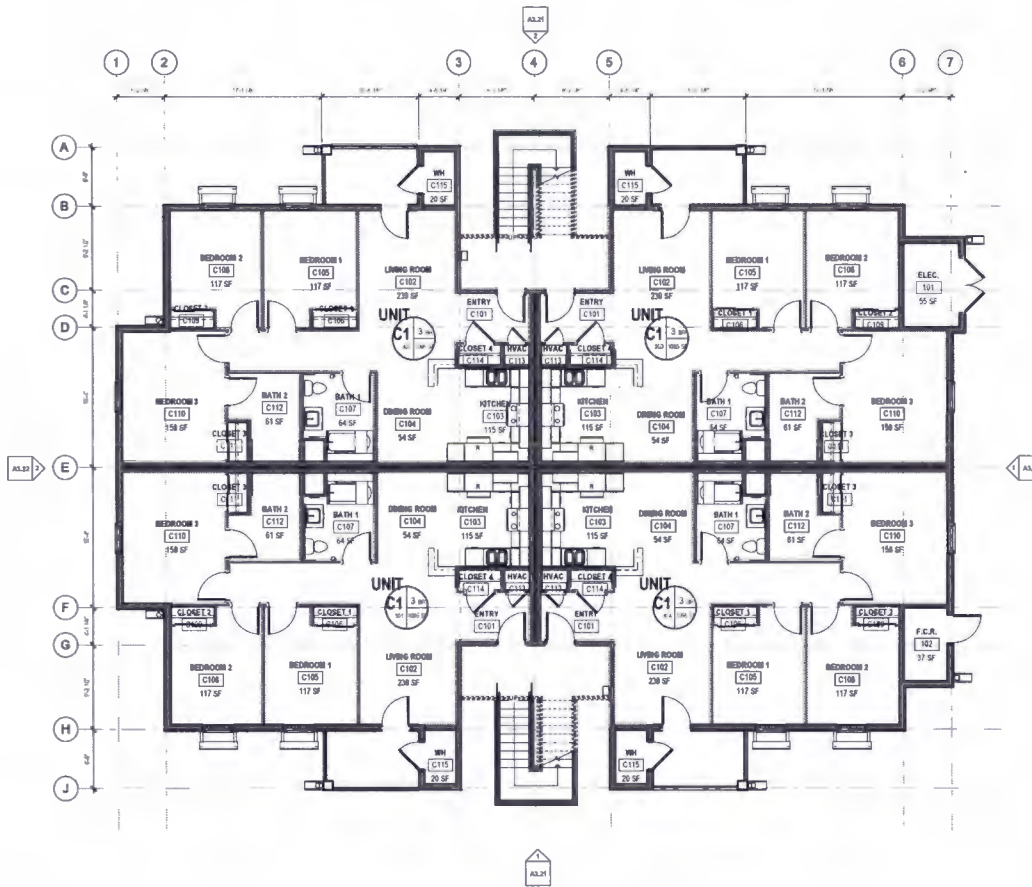
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2-BED ELEVATIONS



Diamond Village Phase II

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1 FLOOR PLAN LEVEL 1 (ACCESSIBLE)  
3/18/24

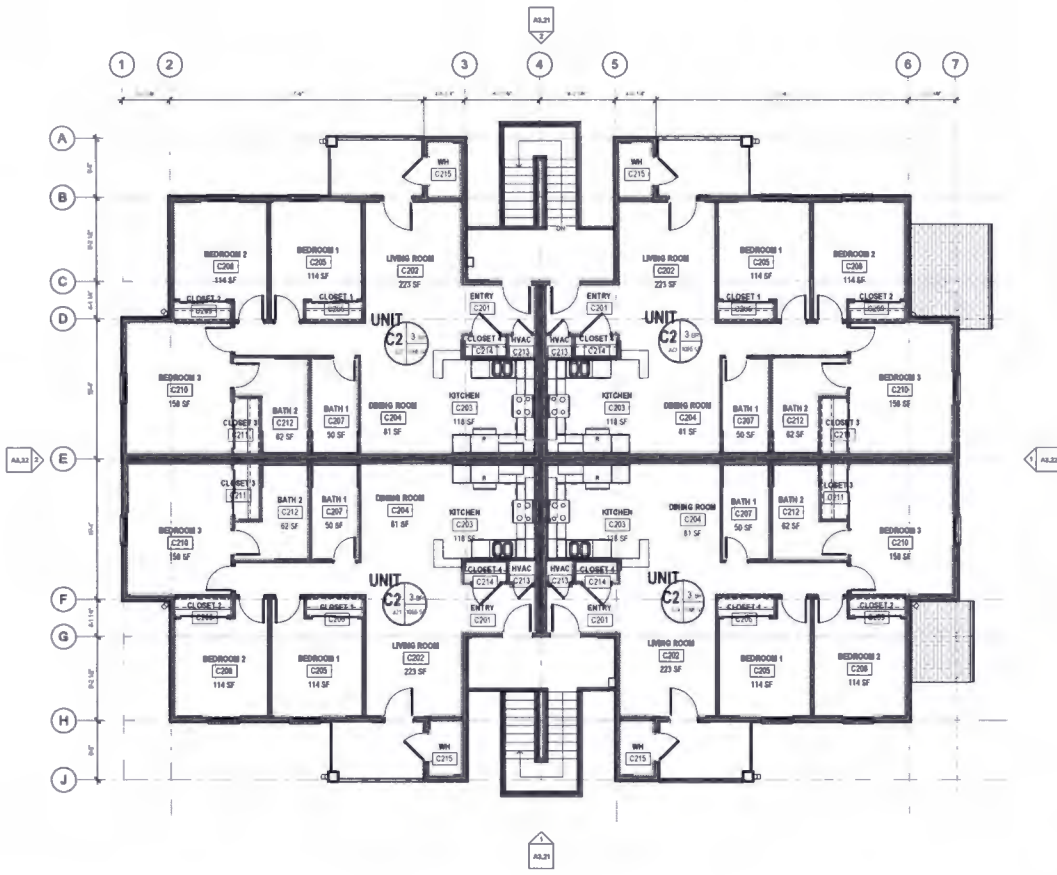
NO.	REVISION	DATE

DO NOT SCALE DRAWINGS  
DIMENSIONS SHOWN & NOTED TAKE PRECEDENCE  
DATE: 03/19/2024  
2-21-2022  
JW/MS/SP/RES/DRN

3-BED FLOOR PLAN

A3.11

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1 FLOOR PLAN LEVEL 2 (NOT ACCESSIBLE)  
3/16" = 1'-0"

Diamond Village  
Phase II

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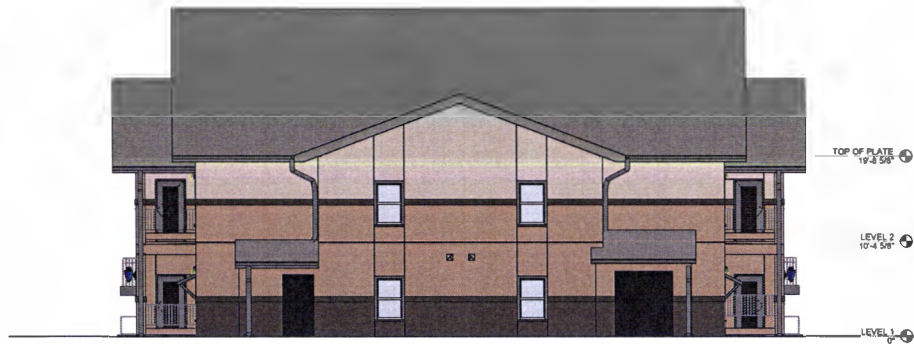
NO.	REVISION	DATE

3-BED FLOOR  
PLAN

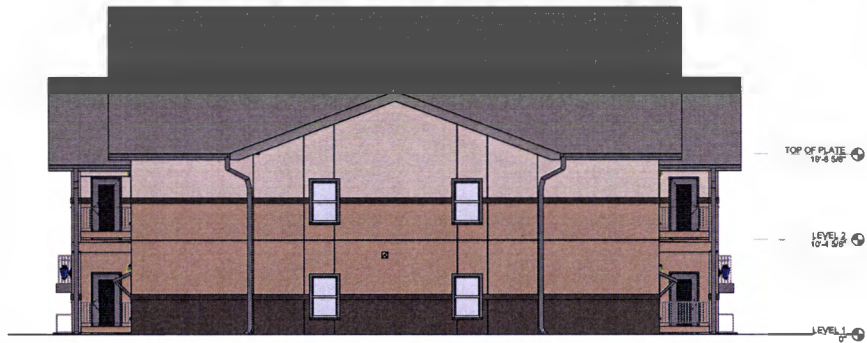
A3.12







① BUILDING ELEVATION 3  
3/16" = 1'-0"



② BUILDING ELEVATION 4  
3/16" = 1'-0"

Diamond Village  
Phase II

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NO.	REVISION	DATE

DO NOT SCALE OR DIMENSIONS  
SHOWN IN ARCHITECTURAL PAINTS  
DATE: 03/13/2024 2:21:40Z  
DRAWN BY: J. GIBSON

3-BED ELEVATIONS

A3.22



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## Preliminary Report Top Sheet

◆ HELP US STAY ON TOP OF YOUR TRANSACTION ◆

**IF ANY OF THESE QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE QUESTIONS ABOUT THE BELOW, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY**

- ◆ Have any of the principals recently filed bankruptcy?
- ◆ Do any of the principals plan to use a power of attorney?
- ◆ Are any of the principals going through a divorce? (if so, is there an attorney involved?)
- ◆ Is anyone currently vested in title deceased? Has a new Tax I.D. Number been established?
- ◆ Do any of the principals NOT have a valid photo identification?
- ◆ Is there construction work in progress or incomplete construction?
  - Any construction completed in the last year?
  - Any construction completed in the last 4 months?
- ◆ Is there a mobile or manufactured home on the property?
- ◆ Are the sellers a non-resident alien or a foreign out of country seller?
- ◆ Is the property an investment property or not considered seller's principal residence?
- ◆ Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- ◆ If your principals are currently vested or are taking title in their trust, have bank accounts been established in the name of the Trust?
- ◆ Will any of the principals be participating in a 1031 Exchange?
- ◆ Are any of the principals not able to sign with a Placer Title Company? If so, an approved notary will be required.

THANK YOU FOR CHOOSING

**Placer Title Company**

**PA24-0006**



Escrow Number: P-614247

### WIRE FRAUD ADVISORY

Parties to a real estate transaction are often targets for wire fraud and financial confidence schemes, unfortunately with many losing tens or hundreds of thousands of dollars because they relied (without verification) on "revised" or "new" wire instructions appearing to come from a trusted party to the transaction.

**IF YOU INTEND TO WIRE FUNDS IN CONJUNCTION WITH THIS REAL ESTATE TRANSACTION, WE STRONGLY RECOMMEND THAT YOU VERBALLY VERIFY THOSE INSTRUCTIONS THROUGH A KNOWN, TRUSTED PHONE NUMBER PRIOR TO SENDING FUNDS.**

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

- **DO NOT RELY** on emails purporting to change wire instructions. Placer Title Company will never change its wire instructions in the course of a transaction. If you receive a random or unsolicited email from anyone requesting funds to be wired, and attaching "new," "alternate," "updated," "revised" and/or "different" wire instructions, contact your escrow officer immediately (at a verifiable number in the manner noted below) and before wiring any money.
- **VERIFY** the wire instructions you do receive by calling the party who sent the instructions to you. However, **DO NOT** use the phone number provided in the email containing the instructions, and **DO NOT** send a reply email to verify, since the email address may be incorrect, fraudulent or being intercepted by the fraudster. Rather, use phone numbers you have called before and/or can independently verify through other sources (company website or internet search).
- **USE COMPLEX PASSWORDS** that are at least ten (10) characters long and contain a combination of mixed case, numbers, and symbols. You should also change your password often and not reuse the same password for other online accounts.
- **ENABLE MULTI-FACTOR AUTHENTICATION** for all email accounts. Your email provider may have specific instructions on how to implement this feature.
- **CHECK FOR AUTO-FORWARDING** on your email account and disable it. This is one of the most "silent" ways a fraudster can monitor your email account because every email that comes in is automatically forwarded to them, even if you change your password.

This Notice is not intended to provide legal or professional advice, nor is it an exclusive list of self-protection strategies. Customers are encouraged to always be aware of such schemes, and to contact their escrow officer if ever in doubt.





**PLACER TITLE COMPANY**  
A MOTHER LODE COMPANY

Placer Title Company  
301 University Avenue, Suite 120  
Sacramento, CA 95825  
Phone: (916)973-3610  
Fax: (916) 973-3617

Order No.: P-614247  
Reference:  
Escrow Officer: Jenny Vega  
Email: jvega@placertitle.com  
Email Loan Docs To: 404edocs@placertitle.com

Proposed Insured:  
Proposed Loan Amount:

Proposed Underwriter: First American Title Insurance Company

Property Address: 750 Black Rice Road, Placerville, CA 95667

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer 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 below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in 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.

***Please read the exceptions shown or referred to below 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.***

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

Dated: December 1, 2023 at 7:30AM  
Title Officer: Susan Kolbo

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

2021 ALTA Standard Owners Policy

2021 ALTA Extended Loan Policy

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

Fee Simple

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

Sergei Oleshko and Natalia Oleshko, as Trustees of the SNO Foundation

The land referred to in this report is described as follows:

See Exhibit "A" Attached for Legal Description

## Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of El Dorado, unincorporated area, described as follows:

A portion of the South 1/2 of Section 19, and the North 1/2 of Section 30, T.10N., R.11E., M.D.M., being Tract 1 of RS 23-64, more particularly described as follows:

Parcel B, of Parcel Map entitled Diamond Springs Village Apartments, filed June 2, 2022, in book 52, page 80 of Parcel Maps.

APN: 051-461-069-000



## EXCEPTIONS

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

1. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.

NOTE: (For proration purposes only)

Taxes, special and general, assessment districts and service areas for the Fiscal Year 2023-2024

1st Installment:	\$379.63	PAID
2nd Installment:	\$379.63	PAID
Parcel Number:	051-461-069-000	
Code Area:	078079	
Land Value:	\$72,816.00	
Improvements:	\$0.00	
Exemption:	\$0.00	

2. Any taxes or assessments levied by:

A. El Dorado Irrigation District

3. An easement over said land for transmission and distribution of electricity and incidental purposes, as granted to American River Electric Company, in deed recorded August 13, 1903, (book) 57 (page) 548, Official Records.

Affects: Exact location is not disclosed of record.

No representation is made as to the current ownership of said easement.

And recorded August 28, 1903, in Book 57 of Deeds, at Page 592, Official Records.

4. An easement over said land for electric powerline, telephone and aerial tramway for the transportation of rock and other materials and incidental purposes, as granted to Richard Hollingsworth, in deed recorded July 27, 1927, (book) 106 (page) 440 and 442, Official Records.

Affects: Exact location is not disclosed of record.

No representation is made as to the current ownership of said easement.

5. An easement over said land for water pipeline and incidental purposes, as granted to F.V. Phillips, as Trustee, in deed recorded May 6, 1959, (book) 466 (page) 137, Official Records.

Affects: Exact location is not disclosed of record.

No representation is made as to the current ownership of said easement.

6. An easement over said land for road and utility and incidental purposes, as granted to Elmo L. Black, a married man, in deed recorded October 26, 1976, (book) 1440 (page) 704, Official Records.

Affects: The Northerly 25 feet

No representation is made as to the current ownership of said easement.

7. The terms, conditions, provisions and stipulations as contained in the agreement entitled "Extension of Facilities Agreement- Wastewater", by and between John P. Casper, and El Dorado Irrigation District, recorded April 14, 1998,(instrument) 1998-19928, Official Records.

8. The terms, conditions, provisions and stipulations as contained in the agreement entitled "Extension of Facilities Agreement - Wastewater", by and between John P. Casper, and El Dorado Irrigation District, recorded July 7, 1998,(instrument) 1998-37736, Official Records.

9. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes, shown or dedicated by the map of:

Map: Record of Survey Map Book 23 at Page 64

For: Road and public utilities

Affects: The Northerly, Easterly and Southerly portions of said land

10. Agreement Conveying Reciprocal Easements for road and public utility easements by and between John P. Casper, Trustee and Diamond Terrace Apartments, recorded September 11, 1998, Instrument No. 1998-52669, Official Records.

11. An easement over said land for parking and utility and incidental purposes, as granted to Diamond Terrace Apartments, a California Limited Partnership, in deed recorded January 15, 1999, (instrument) 1999-2870, Official Records.

Affects: Exact location is not disclosed of record.

No representation is made as to the current ownership of said easement.

12. An easement over said land to build, construct, reconstruct, and to operate and maintain a lift station and incidental purposes in favor of El Dorado Irrigation District , in deed recorded November 2, 1999, (instrument) 1999-67893, Official Records.

Affects: as described and shown in said document

No representation is made as to the current ownership of said easement.

13. An easement over said land for parking, utilities, curbs, sidewalks, gutters, lighting, roadway and signage and storm drain and incidental purposes, C. Boggs, Inc. Diamond Terrace Apartments, in deed recorded December 18, 2002, (instrument) 2002-99553, Official Records.

Affects: Exact location is not disclosed of record.

No representation is made as to the current ownership of said easement.

14. Declaration and Consent to and Confirmation of Easements by and between C. Boggs, Inc. and Diamond Terrace Apartments, recorded December 18, 2002, Instrument No. 2002-99555, Official Records.

15. An easement over said land for the purpose of the following and incidental purposes as set forth on Parcel Map filed June 2, 2022, in (book) 52, (page) 80 of Parcel Maps.

Purpose: road and utilities

Affects: that portion of the property within Service Drive, Deuce Drive and Black Rice Road, as shown on the Parcel Map

Purpose: parking and utilities

Affects: the Southern portion of the property

Purpose: storm drainage

Affects: a strip of land in the Southern portion of the property

16. Terms, conditions and provisions contained in the Extension of Facilities Agreement - Water, recorded August 24, 2022, as (instrument) 2022-34756, Official Records.

17. Terms, conditions and provisions contained in the Right of Entry and Slope Easement Agreement, recorded August 25, 2022, as (instrument) 2022-34989, Official Records.

18. An easement over said land for water and sewer pipelines and incidental purposes in favor of El Dorado Irrigation District , in deed recorded December 7, 2022, (instrument) 2022-45862, Official Records.

Affects: as described in said document

No representation is made as to the current ownership of said easement.

Terms and conditions contained in the above document.

19. Terms, provisions and conditions of that certain trust agreement referred to in the vesting herein. We will require that a completed, signed and notarized trust certification pursuant to Section 18100.5 of the Probate Code be submitted prior to closing. If trustee is deceased, incompetent or has resigned, both a trust certification, signed by successor trustee and copies of the entire trust including any amendments must be submitted for review prior to closing.

20. The requirement that Placer Title Company be provided with a Free and Clear Affidavit-Verification of Unencumbered Property executed by the vestee(s) herein.

\*\*\*\*\* SPECIAL INFORMATION \*\*\*\*\*

\*\*\* CHAIN OF TITLE REPORT:

According to the public records, no deeds conveying the property described in this report have been recorded within a period of 2 years prior to the date of this report, except as shown herein: NONE

\*\*\* LENDER'S SUPPLEMENTAL ADDRESS REPORT:

The above numbered report is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association Loan Form Policy:

Placer Title Company states that the herein described property is vacant land and that the property address is:



Parcel B of Diamond Springs Village Apartments recorded in Book 52 Page 80, Diamond Springs, CA 95619

\*\*\*NOTICE REGARDING MAPS

Any maps provided herewith are for reference only. The property and/or easements shown are but approximations, and no assurances are given as to accuracy, reliability, dimensions or acreage. This will not limit the coverage provided by a CLTA 116, 116.1 or 116.03 endorsement if issued to the policy.

\*\*\* NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

IMPORTANT NOTICE- ACCEPTABLE TYPE OF FUNDS

Please be advised that in accordance with the provisions of the California Insurance Code, Section 12413.1, any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement. Funds deposited by wire transfer may be disbursed upon receipt. Funds deposited via cashier's checks drawn on a California based bank may be disbursed the next business day. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS, OR FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

**\*\*\* DISCLOSURE OF DISCOUNTS \*\*\***

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title Company and the property is your primary residence; or
2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

**\*\*\* LENDER'S NOTE \*\*\***

In accordance with Executive Order 13224, and the USA Patriot Act, **PLACER TITLE COMPANY** compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

**\*\*\* BUYER'S NOTE \*\*\***

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.
3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

**CLTA PRELIMINARY REPORT FORM**  
**Attachment One (Rev 11-09-18)**  
**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**EXCLUSIONS FROM COVERAGE**

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

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

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

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.



4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE OWNER'S 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)*

#### CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

#### 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% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

#### 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% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

## 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

## **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**  
**FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.  
If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$45.00 payable to the escrow holder.

**CALIFORNIA WITHHOLDING**

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller,  
OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
  - a. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
  - b. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
  - c. The seller has a loss or zero gain for California income tax purposes on this sale; or
  - d. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
  - e. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
  - f. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
  - g. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
  - h. The seller is a tax-exempt entity under either California or federal law; or
  - i. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
  - j. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
  - k. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
  - l. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

**NOTICE**  
**DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE**

Unless you elect otherwise (as described below), all funds received by (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.





MOTHER LODE HOLDING COMPANY

Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions,  
National Closing Solutions of Alabama, National Closing Solutions of Maryland,  
North Idaho Title Insurance, Placer Title Insurance Agency of Utah,  
Premier Reverse Closings, Premier Title Agency, Texas National Title,  
Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow

## NOTICE AT COLLECTION AND PRIVACY POLICY

Updated December 1, 2022

This Privacy Policy ("Policy") describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, "Mother Lode," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.mlhc.com/privacy-policy>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.mlhc.com/privacy-policy>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.mlhc.com/privacy-policy>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.mlhc.com/privacy-policy>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [privacy@mlhc.com](mailto:privacy@mlhc.com) or toll free at 1-877-626-0668

### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at [www.mlhc.com/privacy-policy](http://www.mlhc.com/privacy-policy) or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.mlhc.com/privacy-policy](http://www.mlhc.com/privacy-policy) or by calling toll-free at 1-877-626-0668.

**Right to Correct.** You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at [www.mlhc.com/privacy-policy](http://www.mlhc.com/privacy-policy) or call toll-free at 1-877-626-0668.

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.mlhc.com/privacy-policy](http://www.mlhc.com/privacy-policy) or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.mlhc.com/privacy-policy](http://www.mlhc.com/privacy-policy) or by calling toll-free at 1-877-626-0668.

**Verification Process.** For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale and Share.** We have not sold or shared the personal information of California residents in the past 12 months. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, Mother Lode will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.mlhc.com/privacy-policy>.

**Notice of Disclosure.** To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <https://www.mlhc.com/privacy-policy>.



## GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.	Placer Title Co.
Montana Title and Escrow Co.	Placer Title Insurance Agency of Utah
National Closing Solutions, Inc.	Premier Title Agency
National Closing Solutions of Alabama	North Idaho Title Insurance Co.
National Closing Solutions of Maryland	Texas National Title
Premier Reverse Closings	Western Auxiliary Corp.
Centric Title and Escrow	Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

**We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).



## Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097

**Right of Deletion.** You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale.** We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

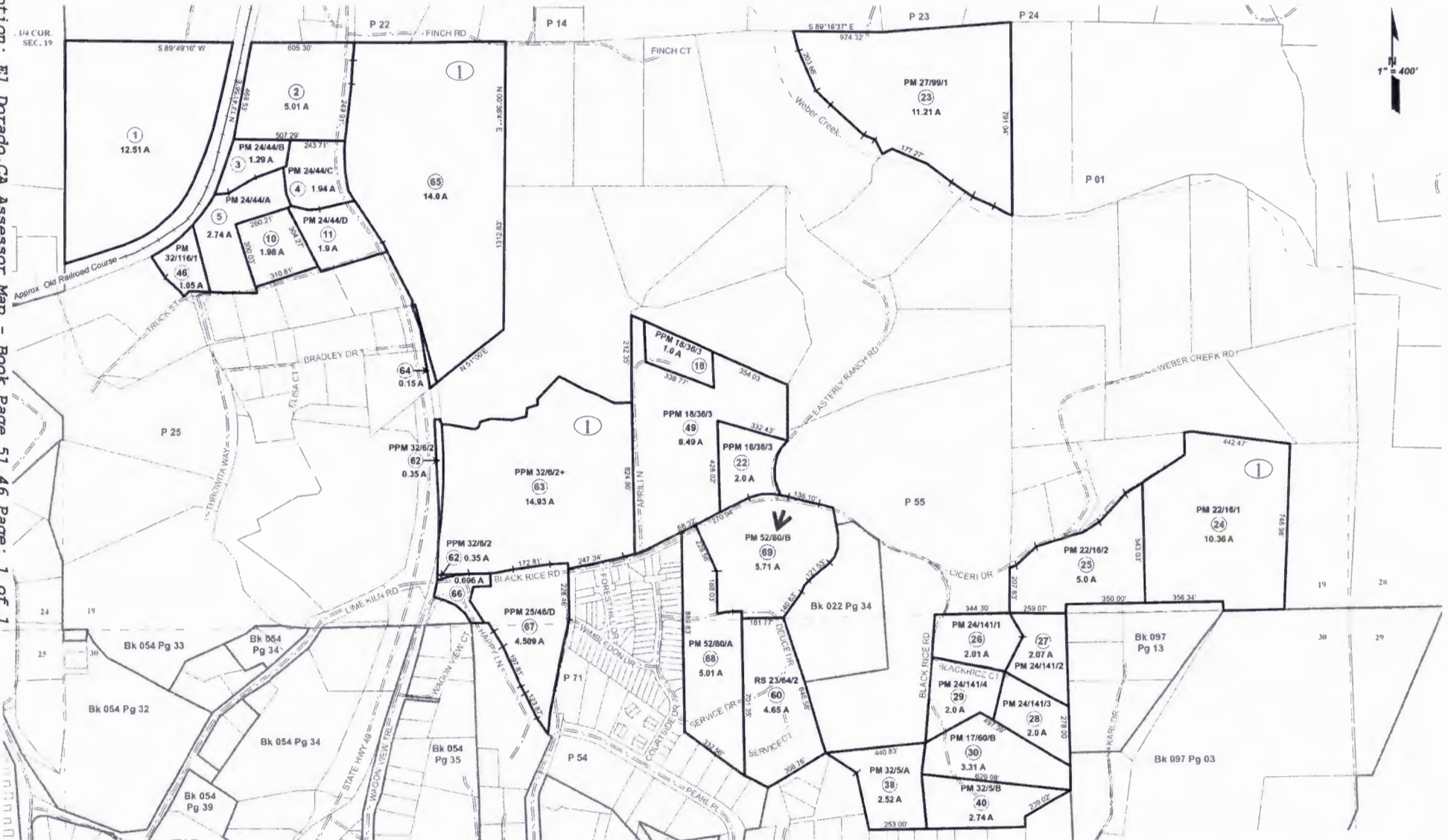
**Notice of Sale.** We have not sold the **personal information** of California residents in the past 12 months.

**Notice of Disclosure.** To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.



POR. SECS. 19 & 30, T.10N., R.11E., M.D.M.

Description: El Dorado, CA Assessor Map - Book Page 51.46 Page: 1 of 1



THIS MAP IS NOT A SURVEY. It is prepared by the El Dorado Co Assessor's office for assessment purposes only. Area calculations and characteristics are not guaranteed. Users should verify items such as dimensions and acreage. Map drafted 12/27/22

Acreages Are Estimates

Adjacent Map Pages Shown in Gray Text  
 Assessor's Block Numbers Shown in Ellipses  
 Assessor's Parcel Numbers Shown in Circles

Rev. June 2, 2022

Assessor's Map Book 051 Page 46  
 County of El Dorado, CA





**EL DORADO COUNTY**  
**PLANNING AND BUILDING DEPARTMENT**  
**PLANNING DIVISION**

[www.edcgov.us/Government/Planning](http://www.edcgov.us/Government/Planning)

2850 Fairlane Court, Placerville, CA 95667  
Phone (530) 621-5355, Fax (530) 642-0508

**RECEIVED**  
MAR 20 2024  
EL DORADO COUNTY  
PLANNING AND BUILDING DEPARTMENT

**State of California**  
**SB 35 Ministerial Housing**  
**Notice of Intent Instructions**

**(California Government Code section 65913.4)**

State law ([California Government Code 65913.4](#)), commonly referred to as SB 35, requires that project applicants submit a "Pre-Application/Notice of Intent" prior to submitting an application for Streamlined Ministerial Approval of Affordable Housing.

Upon receipt of a complete Pre-Application/Notice of Intent, the County of El Dorado (County) will engage in a scoping consultation with any interested California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed development. The timeline for noticing and commencing a scoping consultation will be as follows:

- Within 30 days of receiving a complete Notice of Intent application, the County will invite each tribe to engage in a scoping consultation;
- Within 30 days of receiving the invitation, all tribes must notify the County if they wish to engage in a scoping consultation;

The County will commence a scoping consultation within 30 days of receiving notification from a responsive tribe. If no tribe accepts an invitation for a scoping consultation, or if consultation results in agreement regarding treatment of resources, the County will notify the project applicant that they may proceed with submitting a SB 35 streamlined ministerial housing application. In the event the County is unable to reach such agreement(s), the applicant will be notified that the ministerial process is unavailable.

**Application Submittal Requirements**

1. Completed and signed "SB 35 Pre-Application/Notice of Intent" application.
2. Pre-Application submittal fees. For current application fees, please refer to the current application fee schedule: [Combined Fees \(edcgov.us\)](#)
3. Signed letter of authorization from current property owner(s) to act as agent, if applicable.

Applications are accepted by advance appointment only. Please call the Planning Division at (530) 621-5355 to schedule a submittal appointment. All questions can be directed to the Planning Division: [planning@edcgov.us](mailto:planning@edcgov.us) or by visiting the public counter.

**State of California**  
**SB 35 Pre-Application/Notice of Intent**

Please complete all sections of this application and provide the required exhibits as described:

**Subject Site Information**

Assessor's Parcel Number(s): 051-4691-069

Site Address(es), if applicable: 750 Black Rice Road, Placerville, CA

**Property Owner Information**

Contact name: Sergei Oleshko		
Company name:		
Mailing Address: 8863 Greenback Lane, Suite 324		
City: Orangevale	State: CA	Zip: 95662
Phone: 916-949-8882	Ext:	Fax: 916-850-3003
Email Address: sergei@snofoundation.org		

**Applicant Information**

Contact name: Sergei Oleshko (Authorized Representative: Rob Wood, AICP, Millennium Planning & Engineering)		
Company name: SNO Foundation		
Mailing Address: 8863 Greenback Lane, Suite 324		
City: Orangevale	State: CA	Zip: 95662
Phone: 916-949-8882	Ext:	Fax:
Email Address: Applicant: sergei@snofoundation.org Representative: rob@millpe.com		

**Staff Use Only**

Date Filed: \_\_\_\_\_

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

File Number: \_\_\_\_\_

**I. Letter of Agency**

This section of the application is required to be completed **only** if this application is submitted by someone other than the property owner.

I, the undersigned legal owner of record, hereby grant permission to:

Applicant: Sergei Oleskho Phone: 916-949-8882

to apply for a Preliminary Review application for a proposed project on my property.

Signature of Owner of Record: \_\_\_\_\_

**II. Required Exhibits**

I am submitting the following exhibits. One copy of each exhibit is required and may be provided electronically:

(A) A legal description of the parcels subject to this application.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(B) A site plan exhibit that shows the location of development on the property.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(C) Elevation exhibit(s) showing design, color, and material, and the massing, height, and approximate square footage of each building that is to be occupied.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(D) A site map showing 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 and 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. <i>If there are no resources, state "Not Applicable."</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Not Applicable
(E) An exhibit demonstrating the location of any recorded public easement, such as easements for storm drains, water lines, and other public rights of way. <i>If there are no public easements, state "Not Applicable."</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Not Applicable



### III. General Project Information

(A) Describe existing uses on the project site and identify major physical alterations to the property on which the project is to be located:

The project site is currently being utilized as a temporary staging area during the construction of Diamond Village Apartments located on the adjacent property.

Physical alterations will be primarily located on the west side of the property that are associated with the development of the proposed projects infrastructure.

(B) Proposed number of parking spaces: 61

(C) Are any approvals under the **Subdivision Map Act** being requested, including, but not limited to, a parcel map, a tentative map, or a condominium map?  YES  NO

### IV. Residential Unit Information

(A) Identify the proposed number of units, square feet of residential development, and square feet of non-residential development:

Unit Type:	#	Min. sq. ft.	Max. sq. ft.
# of Single Unit Dwellings:	<u>0</u>	N/A	N/A
# of Duplex Units:	<u>0</u>	N/A	N/A
# of Condominium/Halfplex Units:	<u>0</u>	N/A	N/A
# of Multi-Unit Dwellings/3+ Units:	<u>4</u>	6,938	10,579
Total Number of Dwelling Units:	<u>4</u>		
Total Square Footage of Residential Development:	<u>35,457</u>		
<b>Accessory Dwelling Units:</b>		<b>Total sq. ft.</b>	
ADU 1	<u>0</u>		
ADU 2			
Bedroom Types (For Multi- Unit /3+ Units/Apartments):	#	Min. sq. ft.	Max. sq. ft.
# of Studio Units	<u>0</u>	N/A	N/A
# of 1-Bedroom Units	<u>8</u>	598	598
# of 2-Bedroom Units	<u>16</u>	802	802
# of 3-Bedroom Units	<u>8</u>	1,095	1,095
# of 4+ Bedroom Units	<u>0</u>	N/A	N/A
<b>Total Square Footage of Non-Residential Development:</b>	<u>0</u>		

(B) Are any of these proposed units to be below market rate units?

If yes, please state the number of units and their affordability levels:

YES  NO

100% of the 32 units will be below market rate units at a Low-Income affordability level.

(C) Identify the number of existing residential units on the project site that will be demolished and whether each existing unit is occupied or unoccupied:

None. There are no existing residential units on the project site.

(D) List and describe the number of bonus units and any incentives, concessions, waivers, or parking reductions requested pursuant to Section 65915 of the California Government Code (Density Bonuses and Other Incentives).

1. No Covered Parking: Request to waive the requirement for 1 covered parking space for 2 or more bedrooms per El Dorado County Code Sec. 130.35.030 Off-street Parking and Loading Requirements

## V. Environmental Information

(A) Are there any proposed point sources of air or water pollutants?

If yes, please describe:

YES  NO

No point sources are proposed for this project.

(B) Are there any **species** of special concern known to occur on the property?

YES  NO

If yes, please describe:

"No special-status species were observed on the site"

Reference: Biological Resources Report and Wetland Delineation  
- Prepared by EcoSynthesis Scientific & Regulatory Services Inc., November 19, 2012

(C) Are there any **historic or cultural resources** known to exist on the property?

YES  NO

If yes, please describe:

"No prehistoric or historic period site materials were found during the survey effort"

Reference: Cultural Report - Prepared by Peak & Associates, June 28, 2018

Please identify whether a portion of the property is located within any of the following:

(D) A very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (Zone: Moderate)
(E) Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).	<input type="checkbox"/> YES <input type="checkbox"/> NO
(F) 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.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(G) A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (Zone: X)
(H) 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.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(I) 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.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO EPIMS-ELD-29860-R2

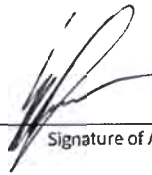


**VI. Certification**

I understand that an applicant shall be deemed to have submitted an SB 35 Pre-Application/Notice of Intent only upon providing both of the following:

1. Information about the proposed project as required by California Government Code section 65913.4 using the attached application form; and
2. Payment of the Current County Pre-Application processing fee.

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



Signature of Applicant

3/20/24

Date

**COUNTY OF EL DORADO  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Application or Solicitation Number: \_\_\_\_\_

Application or Solicitation Title: \_\_\_\_\_

Was a campaign contribution, regardless of the dollar amount, made to any member of the El Dorado County Board of Supervisors or to any County Agency Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes \_\_\_\_\_ No X \_\_\_\_\_

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: \_\_\_\_\_

Contributor or Contributor Firm's Name: \_\_\_\_\_

Contributor or Contributor Firm's Address: \_\_\_\_\_

Is the Contributor:

- The Applicant Yes \_\_\_\_\_ No \_\_\_\_\_
- Subcontractor Yes \_\_\_\_\_ No \_\_\_\_\_
- The Applicant's agent/ or lobbyist Yes \_\_\_\_\_ No \_\_\_\_\_

**Note:** Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

\_\_\_\_\_ 3/20/24  
Date

\_\_\_\_\_ SNO Foundation  
Print Firm Name if applicable

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_ Sergei Oleshko  
Print Name of Applicant

**EL DORADO COUNTY BOARD OF  
SUPERVISORS AND COUNTY AGENCY  
OFFICERS**

**Board of Supervisors**

John Hidahl, District One

George Turnboo, District Two

Wendy Thomas, District Three

Lori Parlin, District Four

Brook Laine, District Five

**County Agency Officers**

Jon DeVille, Assessor

Joe Harn, Auditor-Controller

Vern Pierson, District Attorney

Janelle K. Horne, Recorder-Clerk

Jeff Leikauf, Sheriff-Coroner-Public Administrator

K.E. Coleman, Treasurer-Tax Collector



**Attachment A**

**GOVERNMENT CODE SECTION 84308**

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) While a proceeding involving a license, permit, or other entitlement for use is pending, and for 12 months following the date a final decision is rendered in the proceeding, an officer of an agency shall not accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution on the officer's own behalf, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit, or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. An officer of an agency shall not make, participate in making, or in any way attempt to use the officer's official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution

in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

(d)(1) If an officer receives a contribution which would otherwise require disqualification under this section, and returns the contribution within 30 days from the time the officer knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, the officer shall be permitted to participate in the proceeding.

(2)(A) Subject to subparagraph (B), if an officer accepts, solicits, or directs a contribution of more than two hundred fifty dollars (\$250) during the 12 months after the date a final decision is rendered in the proceeding in violation of subdivision (b), the officer may cure the violation by returning the contribution, or the portion of the contribution in excess of two hundred fifty dollars (\$250), within 14 days of accepting, soliciting, or directing the contribution, whichever comes latest.

(B) An officer may cure a violation as specified in subparagraph (A) only if the officer did not knowingly and willfully accept, solicit, or direct the prohibited contribution.

(C) An officer's controlled committee, or the officer if no controlled committee exists, shall maintain records of curing any violation pursuant to this paragraph.

(e)(1) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent.

(2) A party, or agent to a party, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding shall not make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(3) When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in this section.

(f) This section shall not be construed to imply that any contribution subject to being reported under this title shall not be so reported.

**Attachment B**

**COUNTY OF EL DORADO  
CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION**

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use, including most contracts and franchises, pending before the Board of Supervisors ("Board") of the County of El Dorado or any of its affiliated agencies.

**IMPORTANT NOTICE**

Government Code section 84308 (also known as the "Levine Act") contains requirements that are summarized generally as follows:

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official who may participate in your proceeding alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.



1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated.
4. A list of the Board of Supervisors members and other County officials is attached.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.



# MILLENNIUM

PLANNING & ENGINEERING  
471 Sutton Way, Suite 210  
Grass Valley, CA 95945  
530-446-6765  
www.millenniumpe.com

March 20, 2024

County of El Dorado  
Planning Department  
2850 Fairlane Court  
Placerville, CA 95667

**RECEIVED**

MAR 20 2024

EL DORADO COUNTY  
PLANNING AND BUILDING DEPARTMENT

Re: **Diamond Village - Phase 2: Multi-Family Pre-Application/Notice of Intent (SB-35)**

*APN 051-461-069*

*750 Black Rice Road, Placerville, CA 95667*

Dear Bianca:

Our client is seeking an SB-35 Pre-Application/Notice of Intent meeting to discuss a formal submittal for a four building multi-family apartment complex located at the above-mentioned property. In accordance with the County's Pre- Application/Notice of Intent instructions, the following items are enclosed for your review:

1. Filing fee in the amount of **\$1,305.24**
2. Pre-Application/Notice of Intent (SB-35)
3. Consolidated Agreement to Pay
4. Letter of Authorization
5. Project Description
6. Preliminary Title Report
7. Maps – Existing Site Conditions
  - a. Assessor Parcel Map
  - b. EnviroStor Data – No Hazardous Waste
  - c. FEMA Flood Map – Zone X
  - d. Fire Hazard Severity Zone – Moderate
8. Biological Resources Report and Wetland Delineation
9. Plans (Exhibits) – 5 Copies
  - a. Conceptual Site Plan
  - b. Architectural Elevations

**PA24-0006**  
24-0875 B 58 of 61

County of El Dorado  
Pre-Development/Notice of Intent (SB-35) Application  
March 20, 2024  
Page 2 of 2

We look forward to your review and are available to meet to further discuss the project.

Sincerely,

Millennium Planning & Engineering

A handwritten signature in black ink that reads "Robert E. Wood". The signature is written in a cursive style with a large initial "R" and "W".

Robert E. Wood, AICP  
Principal Planner



Sergei Oleshko  
SNO Foundation  
8863 Greenback Lane, Suite 324  
Orangevale, CA 95662

RECEIVED  
MAR 20 2024  
EL DORADO COUNTY  
PLANNING AND BUILDING DEPARTMENT

County of El Dorado  
Planning Department  
2850 Fairlane Court  
Placerville, CA 95667

**Re: Letter of Authorization**

APN: 051-461-069

750 Black Rice Road, Placerville, CA 95667

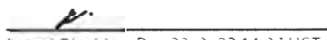
Project Description: Multi-Family/Apartment Complex Development

**To Whom It May Concern:**

I, Sergei Oleshko, Authorized Representative and Property Owner, do authorize Millennium Planning & Engineering to sign all applications and documents necessary for processing the above-referenced project.

Sincerely,

Sergei Oleshko

  
Sergei Oleshko | Dec 22, 2023 14:37 HST  
\_\_\_\_\_  
(Signature)

Dec 22, 2023  
\_\_\_\_\_  
(Date)

# 4 - Letter of Authorization

Final Audit Report

2023-12-23

Created:	2023-12-23
By:	Tiffany Scott (tiffany@millpe.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIVRScoaFJpHr64Ziou1-8FhB8pvNdKR7

## "4 - Letter of Authorization" History

Document created by Tiffany Scott (tiffany@millpe.com)

2023-12-23 - 0:07:56 AM GMT- IP address: 104.54.81.100

Document emailed to sergei@snofoundation.org for signature

2023-12-23 - 0:08:28 AM GMT

Email viewed by sergei@snofoundation.org

2023-12-23 - 0:08:32 AM GMT- IP address: 185.159.157.23

Signer sergei@snofoundation.org entered name at signing as Sergei Oleshko

2023-12-23 - 0:37:48 AM GMT- IP address: 174.202.0.58

Document e-signed by Sergei Oleshko (sergei@snofoundation.org)

Signature Date: 2023-12-23 - 0:37:50 AM GMT - Time Source: server- IP address: 174.202.0.58

Agreement completed.

2023-12-23 - 0:37:50 AM GMT



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