

# GLENN COUNTY

## Planning & Public Works Agency

P.O. Box 1070 / 777 N. Colusa Street  
Willows, CA 95988  
530.934.6530 Fax 530.934.6533  
[www.countyofglenn.net](http://www.countyofglenn.net)



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Thomas and Kathy Hoffman  
P.O. Box 626  
Hamilton City, CA 95951

January 16, 2018

RE: Lot Line Adjustment 2017-006, Approval Notice  
APNs: 037-031-003 and 037-031-005

To Thomas and Kathy Hoffman,

On January 16, 2018, the Glenn County Planning & Public Works Agency Deputy Director approved Lot Line Adjustment 2017-006.

Enclosed for your reference is a copy of the Staff Report for the lot line adjustment. Also enclosed is a separate copy of the Conditions of Approval. The landowners will need to sign a copy of the Conditions of Approval and return them to this office.

Original signed legal descriptions need to be submitted for the resultant lots within 120 days of the approval date of the lot line adjustment. The Public Works Department (County Surveyor) will check the new legal descriptions and send them to the Agent/Title Company for new deeds preparation. The Title Company will be responsible for recording the new deeds.

It is the landowners' responsibility to pay all property taxes to the Glenn County Tax Collector and provide a Tax Collector's Certificate to this office. The Glenn County Tax Collector's office is located at 516 W. Sycamore Street, Willows, CA 95988 and they can be reached by phone at 530-934-6410.

Enclosed for your reference are copies of the Certificates of Compliance that will be recorded for the resultant lots. Also enclosed is a copy of each Notice of Voluntary Merger that will be recorded for the resultant lots. The landowners will need to sign the Notices of Voluntary Merger and return to this office.

The recording fee for the Certificates of Compliance is \$14 for the first page and \$3 for each page of descriptions; there is no charge for recording the Notices of Voluntary Merger. Once everything is received, all the documents (Certificates of Compliance, Notices of Voluntary Merger, and the new Deeds) will be recorded simultaneously in the office of the County Recorder.

Effective January 1, 2018, California Government Code Section 27388.1 (SB2 – Building Homes and Jobs Act) requires that documents accepted for recording at the Glenn County Recorder’s Office be charged an additional seventy-five (\$75) fee per title, unless exempted by statute. The fee is collected on behalf of the State of California and funds are deposited with the State of California. The County Recorder only collects the fee on behalf of the State. Please see attached Notice of Fee Increase.

The Certificates of Compliance and Notices of Voluntary Merger are usually recorded in the morning and the Title Company will record the new deeds during the afternoon on that same day. You will be notified when the documents have been recorded and you will receive conformed copies of the recorded documents.

Should you have any questions, please contact the Glenn County Planning & Public Works Agency.

Sincerely,

Hether Ward  
Assistant Planner  
hward@countyofglenn.net

Cc:

Warren and Nelia Fox  
7574 Cutting Avenue  
Orland, CA 95963

Precision Surveying  
Attn: Steven Butler  
1165 Hoff Way, Suite 204  
Orland, CA 95963

Glenn County Engineering & Surveying Division

Glenn County Assessor’s Office

Glenn County Environmental Health Department

Glenn County Building Inspection Division

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PROJECT: Lot Line Adjustment 2017-006

I. Environmental Review:

I find that Lot Line Adjustment 2017-006 is statutorily exempt from the California Environmental Quality Act pursuant to Section 15268 of the Guidelines of the California Environmental Quality Act as presented in the Staff Report.

II. Project Approval:

I have reviewed Lot Line Adjustment 2017-006 and find that this lot line adjustment meets the requirements of Chapter 15.140 of the Glenn County Code. I hereby approve the Lot Line Adjustment, as authorized in Section 15.140.020 of the Glenn County Code, with the Findings as presented in the Staff Report and Conditions of Approval as attached.

Signature: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read 'Di Aulabaugh', is written over a horizontal line.

Di Aulabaugh, Deputy Director  
Planning and Public Works Agency

Date: January 16, 2018

## NOTICE OF EXEMPTION

To: County Clerk, County of Glenn  
516 W. Sycamore Street, 2<sup>nd</sup> Floor, Willows, CA 95988  
From: Glenn County Planning & Public Works Agency  
777 North Colusa Street, Willows, CA 95988

### **Project Title: Lot Line Adjustment 2017-006**

**Project Location:** The project site is located at 7544 Cutting Avenue, Orland, CA, 95963. The site is located on the north side of Cutting Ave. (County Road 2), east of 4<sup>th</sup> Ave., south of Walch Ave., west of 3<sup>rd</sup> Ave (County Road V), in the community of Capay, in the unincorporated area of Glenn County. APNs: 037-031-003 and 037-031-005

**Description of Project:** A lot line adjustment resulting in the following: Parcel 1: Resultant 14,535 sq. ft. Parcel 2: Resultant 6.63± acres

**Name of Public Agency Approving Project:**  
Glenn County Planning & Public Works Agency

**Name of Person or Agency Carrying Out Project:**  
Applicant/Landowner: Thomas and Kathy Hoffman  
P.O. Box 626, Hamilton City, CA 95951  
Applicant/Landowner: Warren and Nelia Fox  
7574 Cutting Avenue, Orland, CA 95963  
Surveyor: Precision Surveying, Steven Butler  
1165 Hoff Way, Suite 204, Orland, CA 95963

**Exempt Status:** Statutory Exemption:  
This project is considered Statutorily Exempt from environmental review pursuant to Section 15268, "*Ministerial Projects*", of the Guidelines of the California Environmental Quality Act.

**Reasons why project is exempt:**  
A Lot Line Adjustment is outlined in the Glenn County Code, Title 15, Chapter 15.140 as a ministerial action approved by the Director.

**Lead Agency Contact Person:**  
Hether Ward, Assistant Planner, Glenn County Planning & Public Works Agency  
777 N. Colusa Street, Willows, CA 95988 (530-934-6540)

Signature: \_\_\_\_\_

  
Di Aulabaugh, Deputy Director

Date: January 16, 2018

**GLENN COUNTY**  
**Planning & Public Works Agency**

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**STAFF REPORT**

DATE: January 12, 2018  
TO: Di Aulabaugh, Deputy Director  
FROM: Hether Ward, Assistant Planner  
RE: Lot Line Adjustment, 2017-006

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Attachments:

1. Conditions of Approval
2. Agency Comments
3. Request for Review and Application
4. Draft Descriptions
5. Preliminary Title Report and Deeds
6. Assessor's Parcel Maps
7. Lot Line Adjustment Map

## **1 PROJECT SUMMARY**

Thomas and Kathy Hoffman and Warren and Nelia Fox have proposed a lot line adjustment between two existing parcels resulting in the following:

**Lot 1:** Resultant 14.535 sq. ft. **Lot 2:** Resultant 6.63 acres

The lot line adjustment is requested match occupational use of the properties. According to the lot line map and air imagery, both resultant lots contain structures. The existing APN(s) included are 037-031-003 (9,900 sq. ft.) and 037-031-005 (6.74 ± acres).

The project site is located at 7544 Cutting Avenue, Orland, CA, 95963. The site is located on the north side of Cutting Ave. (County Road 2), east of 4<sup>th</sup> Ave., south of Walch Ave., west of 3<sup>rd</sup> Ave (County Road V), in the community of Capay, in the unincorporated area of Glenn County. The parcels to be adjusted are zoned “CC” (Community Commercial, 40,000 sq. ft. minimum parcel size) and “AE-20” (Exclusive Agricultural, 17-acre minimum parcel size). The properties are designated “Community Commercial” and “General Agriculture” in the General Plan.

### **1.1 RECOMMENDATIONS**

Staff recommends that the Deputy Director find that this project qualifies as a Statutory Exemption within Section 15268 of the California Environmental Quality Act.

Staff also recommends that the Deputy Director approve the lot line adjustment with the Findings as presented in the Staff Report and the Conditions of Approval as attached.

## **2 ANALYSIS**

The proposed project is consistent with the land use in this area. All lot line adjustments are to be processed in accordance with Chapter 15.140 of the Glenn County Code and Section 66412(d) of the California Government Code.

### **2.1 ENVIRONMENTAL DETERMINATION**

The properties involved in this lot line adjustment are existing legal lots and no additional lots are being created. This lot line adjustment as proposed will not introduce new or potentially significant impacts to the environment.

Lot line adjustments qualify for a Statutory Exemption from environmental review pursuant to Section 15268, “*Ministerial Projects*”, of the Guidelines of the California Environmental Quality Act (CEQA). Article 18 (Statutory Exemptions), §15268(a) & (c) (Ministerial Projects) state the following:

- (a) Ministerial projects are exempt from the requirements of CEQA. The determination of what is “ministerial” can most appropriately be made by the particular public agency involved based upon its analysis of its own laws, and each public agency should make such determination either as a part of its implementing regulations or on a case-by-case basis.
- (c) Each public agency should, in its implementing regulations or ordinances, provide an identification or itemization of its projects and actions which are deemed ministerial under the applicable laws and ordinances.

Lot line adjustments, outlined in Section 15.140 of the Glenn County Code, are deemed as a ministerial project within Glenn County Title 15, Unified Development Code (Title 15, Division 2, Part 1). In addition, Section 66412(d) of the Subdivision Map Act limits review and approval of lot line adjustments to conformity with the local general plan, zoning, and building ordinances. An advisory agency or local agency cannot impose conditions or exactions on its approval of a lot line adjustment except to conform to the local general plan, zoning, and building ordinances, to require the prepayment of real property taxes prior to the approval of the lot line adjustment, or to facilitate the relocation of existing utilities, infrastructure, or easements.

## 2.2 GENERAL PLAN AND ZONING CONSISTENCY

The two parcels, APN(s) 037-031-003 (9,900 sq. ft.) and 037-031-005 (6.74 ± acres) are zoned “CC” and “AE-20”. This lot line adjustment will adjust the properties boundaries; however, it will not revise the bounds of the “AE-20” zoning district.

The General Plan Designations for the two properties are “Community Commercial” and “General Agriculture”. Glenn County Code §15.140.020.A and §66412(d) of the Subdivision Map Act require that lot line adjustments conform to local zoning and building ordinances. The resultant lots will remain subject to the permitting processes for uses permitted in “CC” and “AE-20”.

The “CC” zone requires a minimum parcel size of 40,000 sq. ft.

**Resultant Parcel 1:** Resultant 14,535 sq. ft.

The “AE-20” zone requires a minimum parcel size of 17 acres.

**Resultant Parcel 2:** Resultant 6.63 acres

Resultant Parcels One and Two will not meet the corresponding minimum parcel size, and will continue to meet requirements for a nonconforming lot.

Glenn County Code §15.060.020.B permits lot line adjustments for nonconforming parcels, which are defined in this section as *parcels that do not meet the minimum size, frontage, width or depth prescribed for the zone in which the lot is located*. Glenn County Code §15.060.020.B also states that a lot line adjustment between a nonconforming lot and another lot is permitted provided that the number of nonconforming lots is not increased and if the lot area is not decreased by more than twenty percent in size. There will be no increase in the number of non-

conforming lots with this lot line adjustment and the lot area is being increased on Parcel One and is not being decreased by more than twenty percent on Parcel Two. The proposed action conforms with Glenn County Code and the General Plan.

The property is in an area designated as Flood Zone “X” according to Flood Insurance Rate Map (FIRM) No. 06007C0300E, dated January 6, 2011, issued by the Federal Emergency Management Agency (FEMA). Flood Zone “X” (unshaded) consists of areas of minimal risk outside the 1-percent and 0.2-percent annual chance floodplains. No base flood elevations or base flood depths are shown within this zone.

### **2.3 OWNERSHIP STATUS OF EXISTING PARCELS**

The attached Preliminary Title Report dated September 30, 2017, affecting current Assessor’s Parcel Number 037-030-003, states that the title to said estate of interest at the date hereof is vested in: Thomas C. Hoffman and Kathy Jantz Hoffman, husband and wife, as joint tenants.

The attached Preliminary Title Report dated September 25, 2017, affecting current Assessor’s Parcel Number 037-031-005, states that the title to said estate of interest at the date hereof is vested in: Warren D. Fox and Nelia E. Fox, trustee of the Warren and Nelia Fox Trust, dated April 5, 1993.

### **2.4 ACCESS TO PARCELS**

The proposed lot line adjustment will not result in the abandonment of or eliminate the access to any parcel. Cutting Avenue fronts the resultant lots and will provide adequate ingress and egress.

### **2.5 EASEMENTS AND INTERESTS**

This lot line adjustment will not result in the abandonment of a street or utility easement of record. The resultant legal descriptions from the lot line adjustment will preserve easements as necessary.

## **3 PROCESS FOR COMPLETION/RECORDING**

1. There is a ten (10) day appeal period following action on this lot line adjustment (Glenn County Code §15.050.010).
2. A Record of Survey Map shall be prepared and recorded when required by Section 8762 of the Land Surveyor’s Act (Glenn County Code §15.140.040.B).
3. The landowners shall pay all property taxes to the Glenn County Tax Collector and shall submit a Tax Collector’s Certificate to the Glenn County Planning & Public Works Agency prior to the recordation of any document for this lot line adjustment.

4. The applicant/agent shall submit to the Public Works Department legal descriptions signed by a Licensed Land Surveyor, which describe the resultant lots after adjustment for approval by the County Surveyor. The descriptions shall contain a basis of bearings, if applicable, and a note describing its purpose. The note shall include a statement describing how the lots are being changed, adjusted, or modified and that no additional parcels are being created (Glenn County Code §15.140.040.A).
5. A Certificate of Compliance shall be recorded for the resultant lots in accordance with Section 66499.35 of the Subdivision Map Act and Section 15.150.010 of the Glenn County Code.
6. The property owners will sign a Notice of Voluntary Merger for each resultant lot involved with this lot line adjustment. The Notices of Voluntary Merger will delete all previous property boundary lines of record contained within the resultant lots.
7. The applicant/agent shall provide new deeds reflecting the new legal descriptions for each resultant lot (Glenn County Code §15.140.040.A).
8. The Certificates of Compliance, Notices of Voluntary Merger, and new deeds shall be recorded simultaneously in the office of the County Recorder. The applicant/agent shall be required to pay all applicable recording costs.
9. That all previous boundary lines of record contained within the resultant lots shall be deleted as property boundary lines.
10. As per section 15.660.040 of the Glenn County Code the following statement shall be referenced on the recorded map and recorded concurrently with the recorded map:

*“These parcels are not approved for any use that will generate liquid wastes. No permit to dispose of sewage or other liquid waste generated by the use of this property will be issued until the applicant has complied with the applicable provisions of Chapter 7.10 of the Glenn County Code.”*

Where no map is recorded the statement shall be recorded with the certificate of compliance.

Other Requirements:

In addition to the conditions of approval, the applicant’s and his/her technical or project management representative’s attention is directed to the attached memoranda from Glenn County agencies and other agencies reflecting their comments on reviewing the application. The items noted are a guide to assist the applicant in meeting the requirements of the conditions of approval and applicable government codes. The memoranda may also note any unusual circumstances that

need special attention. The items listed are a guide and not intended to be a comprehensive summary of all codified requirements or site-specific requirements.

#### **4 FINDINGS**

The following findings are made in accordance with Glenn County Code Section 15.140.020(B):

##### **Finding 1**

The lot line adjustment will not result in the abandonment of a street or utility easement of record.

##### **Finding 2**

The lot line adjustment will not result in the elimination or reduction in size of the access to the resultant lots.

##### **Finding 3**

The lot line adjustment conforms with the Glenn County General Plan, zoning and building ordinances.

## **CONDITIONS OF APPROVAL**

### **Lot Line Adjustment 2017-006**

#### **Thomas and Kathy Hoffman**

1. The lot line adjustment shall conform to the lot line adjustment map being identified as Exhibit "A" as submitted and on file at the Glenn County Planning & Public Works Agency.
2. The Applicant(s) and/or successor(s) in interest shall defend, hold harmless and indemnify Glenn County from any claim, action or proceeding against Glenn County and/or its agents, officers and employees, to attack, set aside, void or annul the approval(s) granted by Glenn County concerning this proposal/project or any action relating to or arising out of such approval. The Applicant(s) and/or successor(s) in interest shall further indemnify Glenn County and/or its agents, officers and employees from liability for any award, damages, costs and fees, including but not limited to legal fees and costs, incurred by the County and/or awarded to any plaintiff in any action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant(s) and/or successor(s) in interest further agree to provide a defense for the County in any such action.
3. The landowners shall pay all property taxes to the Glenn County Tax Collector and shall provide a Tax Collector's Certificate to the Glenn County Planning & Public Works Agency prior to the recordation of any document for this lot line adjustment.
4. That the applicant shall submit to the Public Works Department descriptions signed by a Licensed Land Surveyor within one-hundred twenty (120) days from the date of approval or this Lot Line Adjustment shall be null and void. The Lot Line Adjustment shall not become effective until the descriptions have been approved by the County Surveyor and recorded in the office of the County Recorder.
5. The landowners shall sign a Notice of Voluntary Merger for each resultant lot involved with this lot line adjustment. The Notices of Voluntary Merger will delete all previous property boundary lines of record contained within the resultant lots.
6. That a Record of Survey map shall be filed if required by Section 8762 of the Land Surveyors Act.
7. The Certificates of Compliance, Notices of Voluntary Merger, and new deeds shall be recorded simultaneously in the office of the County Recorder. The applicant shall be required to pay all applicable recording costs.

8. That all previous boundary lines of record contained within the resultant lots shall be deleted as property boundary lines.
9. As per section 15.660.040 of the Glenn County Code the following statement shall be referenced on the recorded map and recorded concurrently with the recorded map:

*“These parcels are not approved for any use that will generate liquid wastes. No permit to dispose of sewage or other liquid waste generated by the use of this property will be issued until the applicant has complied with the applicable provisions of Chapter 7.10 of the Glenn County Code.”*

Where no map is recorded the statement shall be recorded with the certificate of compliance.

Acknowledgment:

I hereby declare that I have read the foregoing conditions, which are in fact the conditions that were imposed upon the granting of this lot line adjustment, and that I agree to abide fully by said conditions.

Additionally, I have read the Staff Report and I am aware of codified county, state, and/or federal standards and regulations that shall be met with the granting of this lot line adjustment.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas Hoffman

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Kathy Hoffman

## **CONDITIONS OF APPROVAL**

### **Lot Line Adjustment 2017-006**

#### **Warren and Nelia Fox**

1. The lot line adjustment shall conform to the lot line adjustment map being identified as Exhibit "A" as submitted and on file at the Glenn County Planning & Public Works Agency.
2. The Applicant(s) and/or successor(s) in interest shall defend, hold harmless and indemnify Glenn County from any claim, action or proceeding against Glenn County and/or its agents, officers and employees, to attack, set aside, void or annul the approval(s) granted by Glenn County concerning this proposal/project or any action relating to or arising out of such approval. The Applicant(s) and/or successor(s) in interest shall further indemnify Glenn County and/or its agents, officers and employees from liability for any award, damages, costs and fees, including but not limited to legal fees and costs, incurred by the County and/or awarded to any plaintiff in any action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant(s) and/or successor(s) in interest further agree to provide a defense for the County in any such action.
3. The landowners shall pay all property taxes to the Glenn County Tax Collector and shall provide a Tax Collector's Certificate to the Glenn County Planning & Public Works Agency prior to the recordation of any document for this lot line adjustment.
4. That the applicant shall submit to the Public Works Department descriptions signed by a Licensed Land Surveyor within one-hundred twenty (120) days from the date of approval or this Lot Line Adjustment shall be null and void. The Lot Line Adjustment shall not become effective until the descriptions have been approved by the County Surveyor and recorded in the office of the County Recorder.
5. The landowners shall sign a Notice of Voluntary Merger for each resultant lot involved with this lot line adjustment. The Notices of Voluntary Merger will delete all previous property boundary lines of record contained within the resultant lots.
6. That a Record of Survey map shall be filed if required by Section 8762 of the Land Surveyors Act.
7. The Certificates of Compliance, Notices of Voluntary Merger, and new deeds shall be recorded simultaneously in the office of the County Recorder. The applicant shall be required to pay all applicable recording costs.

8. That all previous boundary lines of record contained within the resultant lots shall be deleted as property boundary lines.
9. As per section 15.660.040 of the Glenn County Code the following statement shall be referenced on the recorded map and recorded concurrently with the recorded map:

*“These parcels are not approved for any use that will generate liquid wastes. No permit to dispose of sewage or other liquid waste generated by the use of this property will be issued until the applicant has complied with the applicable provisions of Chapter 7.10 of the Glenn County Code.”*

Where no map is recorded the statement shall be recorded with the certificate of compliance.

Acknowledgment:

I hereby declare that I have read the foregoing conditions, which are in fact the conditions that were imposed upon the granting of this lot line adjustment, and that I agree to abide fully by said conditions.

Additionally, I have read the Staff Report and I am aware of codified county, state, and/or federal standards and regulations that shall be met with the granting of this lot line adjustment.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Warren Fox, Trustee  
Warren and Nelia Fox Trust

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Nelia Fox, Trustee  
Warren and Nelia Fox Trust



# COUNTY OF GLENN

## HEALTH & HUMAN SERVICES AGENCY

Christine Zoppi  
Director

Erin Valdez  
Deputy Director  
Administration

Amy Lindsey  
Deputy Director  
Behavioral Health

Bill Wathen  
Deputy Director  
Social Services

Grinnell Norton  
Deputy Director Public Health  
Director of Nursing

Vacant  
Deputy Director  
Community Action

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**Glenn County Environmental Health**  
**247 N. Villa Avenue**  
**Willows CA 95988**

**Phone: 530-934-6102**  
**Fax: 530-934-6103**

Date: November 6, 2017

To: Hether Ward, Assistant Planner  
Glenn County Planning & Public Works Agency  
(Via Email)

From: Kevin Backus, REHS  
Director, Glenn County Environmental Health

Re: LLA 2017-006, Hoffman/Fox, APN 037-031-003 & 005

We have reviewed the project mentioned above and recommend it be found complete for further processing. We have the following comments/requirements:

Proposed parcel 1 has an existing store, water well and onsite wastewater treatment system. The lot line adjustment will increase the size of the lot and will not affect the water well, onsite wastewater treatment system or replacement area. Proposed parcel 2 is undeveloped.

Proposed parcel 2 is proposed for agriculture use. As per section 15.660.040 of the Glenn County Code the following statement must be referenced on the recorded map and recorded concurrently with the recorded map:

*“This parcel is not approved for any use that will generate liquid wastes. No permit to dispose of sewage or other liquid waste generated by the use of this property will be issued until the applicant has complied with the applicable provisions of Chapter 7.10 of the Glenn County Code.”*

Where no map is recorded the statement shall be recorded with the certificate of compliance.

Please contact Environmental Health at 530-934-6102 with any questions on this matter.

Conditions of Approval

Lot Line Adjustment 2017-006

Thomas & Kathy Hoffman / Warren & Nelia Fox

**COMMENTS**

That the applicant shall comply with Section 15.140 of the Glenn County Code.

**CONDITIONS**

That the applicant shall submit to the Public Works Department descriptions signed by a Licensed Land Surveyor within one-hundred twenty (120) days from the date of approval or this Lot Line Adjustment shall be null and void. The Lot Line Adjustment shall not become effective until the descriptions have been approved by the County Surveyor and recorded in the office of the County Recorder.

That all previous boundary lines of record contained within the resultant lots shall be deleted as property boundary lines.

That a Record of Survey map shall be filed if required by Section 8762 of the Land Surveyors Act.

Michael Biggs  
Engineering Tech III  
11/6/2017

# GLENN COUNTY Planning & Public Works Agency

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Willows, CA 95988  
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## REQUEST FOR REVIEW

### COUNTY DEPARTMENTS/DISTRICTS

- Glenn County Agricultural Commissioner
- Glenn County Air Pollution Control District/CUPA
- Glenn County Assessor
- Glenn County Building Inspector
- Glenn County Engineering & Surveying Division
- Glenn County Environmental Health Department
- Glenn County Sheriff's Department
- Glenn County Board of Supervisors
- Glenn County Counsel
- Glenn County Planning Commission
- Glenn LAFCO

### FEDERAL AGENCIES

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- U.S. Department of Agriculture
- U.S. Bureau of Reclamation - Willows

### OTHER

- AT&T
- California Water Service Co. (Chico)
- California Association of RC&D
- City of Orland
- Comcast Cable (Chico Office)
- Community Services District:
- Drainage District:
- Enterprise Rancheria of Maidu Indians
- Fire Protection District: Capay
- Glenn County Resource Conservation District
- Grindstone Rancheria of Wintun-Wailaki

### STATE AGENCIES

- Central Valley Flood Protection Board
- Central Valley Regional Water Quality Control Board (RWQCB)
- CHP – Willows Office (GPA's, ZC's, and TSM's)
- Department of Alcoholic Beverage Control (ABC)
- Department of Conservation, Division of Land Resource Protection
- Department of Conservation, Office of Mine Reclamation (OMR)
- Department of Conservation, Division of Oil, Gas, and Geothermal Resources
- Department of Fish and Wildlife
- Department of Food and Agriculture
- Department of Forestry and Fire Protection (Cal Fire)
- Department of Housing and Community Development (HCD)
- Department of Public Health
- Department of Toxic Substances Control (DTSC)
- Department of Transportation (Caltrans)
- Department of Water Resources (DWR)
- Office of the State Fire Marshall
- Public Utilities Commission

- Northeast Center of the California Historical Resources Information System
- Pacific Gas and Electric Company (PG&E)
- Paskenta Band of Nomlaki Indians
- Railroad:
- Reclamation District:
- School District: Capay
- Special District:
- Tehama-Colusa Canal Authority
- UC Cooperative Extension Office
- Water/Irrigation District: Capay Rancho

DATE: October 23, 2017

PROJECT: Lot Line Adjustment 2017-006, Hoffman/Fox

PLANNER: Hether Ward, Assistant Planner; [hward@countyofglenn.net](mailto:hward@countyofglenn.net)

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### REQUEST FOR REVIEW

**DATE:** October 23, 2017

**PROJECT:** **Lot Line Adjustment 2017-006, Hoffman/Fox**

**PLANNER:** Hether Ward, Assistant Planner; [hward@countyofglenn.net](mailto:hward@countyofglenn.net)

**LANDOWNER:** Thomas and Kathy Hoffman  
P.O. Box 626  
Hamilton City, CA 95951

**LANDOWNER:** Warren and Nelia Fox  
7574 Cutting Avenue  
Orland, CA 95963

**SURVEYOR:** Precision Surveying  
Attn: Steven Butler  
1165 Hoff Way, Suite 204  
Orland, CA 95963  
(530) 865-4194  
[presurv@yahoo.com](mailto:presurv@yahoo.com)

**PROPOSAL:** The project proposes a lot line adjustment resulting in the following:

Parcel 1: 14.535 sq. ft.  
Parcel 2: 6.63 acres

**APNs:** 037-031-003 (9,900 sq. ft.) and 037-031-005 (6.74 acres)

**LOCATION:** The project site is located at 7544 Cutting Avenue, Orland, CA, 95963. The site is located on the north side of Cutting Ave. (County Road 2), east of 4<sup>th</sup> Ave., south of Walch Ave., west of 3<sup>rd</sup> Ave (County Road V), in the community of Capay, in the unincorporated area of Glenn County.

**ZONING:** “CC” (Community Commercial, 40,000 sq. ft. minimum parcel size)  
“AE-20” (Exclusive Agricultural, 17-acre minimum parcel size)

GENERAL PLAN: “Community Commercial”  
“General Agriculture”

FLOOD ZONE: The property is in an area designated as Flood Zone “X” according to Flood Insurance Rate Map (FIRM) No. 06007C0300E, dated January 6, 2011, issued by the Federal Emergency Management Agency (FEMA). Flood Zone “X” (unshaded) consists of areas of minimal risk outside the 1-percent and 0.2-percent annual chance floodplains. No base flood elevations or base flood depths are shown within this zone.

The Glenn County Planning Division is requesting comments on this proposal for determination of completeness, potential constraints, and/or proposed conditions of approval. If comments are not received by **MONDAY, NOVEMBER 6, 2017**, it is assumed that there are no specific comments to be included in the analysis of the project. Comments submitted by e-mail are acceptable. Thank you for considering this matter.

**AGENCY COMMENTS:**

Please consider the following:

1. Is the information in the application complete enough to analyze impacts and conclude review?
2. Comments may include project-specific code requirements unique to the project. Cite code section and document (i.e. General Plan, Subdivision Map Act, etc.).
3. What are the recommended Conditions of Approval for this project and justification for each Condition? When should each Condition be accomplished (i.e. prior to any construction at the site, prior to recording the parcel map, filing the Final Map, or issuance of a Certificate of Occupancy, etc.)?
4. Are there significant environmental impacts? What mitigation(s) would bring the impacts to a less than significant level? When should mitigation(s) be accomplished (i.e. prior to recording parcel map, filing Final Map, or Certificate of Occupancy, etc.)?

LLA \_\_\_\_\_

GLENN COUNTY  
PLANNING AND PUBLIC WORKS AGENCY  
777 North Colusa Street  
WILLOWS, CA 95988  
(530) 934-6540  
FAX (530) 934-6533  
[www.countyofglenn.net](http://www.countyofglenn.net)

**APPLICATION FOR LOT LINE ADJUSTMENT**

NOTE: FAILURE TO ANSWER APPLICABLE QUESTIONS AND REQUIRED ATTACHMENTS COULD DELAY THE PROCESSING OF YOUR APPLICATION.

1. Applicant(s):

Name: **Thomas and Kathy Hoffman**

Mailing Address: **P. O. Box 626 Hamilton City, CA 95951**

Phone:(Business) **707-362-0758** (Home) \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. Property Owner(s) #1:

Name: **Same**

Mailing Address:

Phone:(Business) (Home) \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

3. Property Owner(s) #2:

Name: **Warren and Nelia Fox**

Mailing Address: **7574 Cutting Avenue Orland, CA 95963**

Phone:(Business) \_\_\_\_\_ (Home) **530-865-2800**

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

4. Engineer/Surveyor:

Name: **Precision Surveying**

Mailing Address: **1165 Hoff Way Suite 204 Orland, CA 95963**

Phone:(Business) **530-865-4194** (Home) \_\_\_\_\_

Fax: **530-865-4194** E-mail: **presurv@yahoo.com**

5. Name and address of property owner's duly authorized agent (if applicable) who is to be furnished with notice of hearing (Section 65091 California Government Code).

Name: **Steven Butler**

Mailing Address: **1165 Hoff Way Suite 204 Orland, CA 95963**

6. Address and Location of Project: **3785 Hwy 99 Orland, CA 95963**

7. Current Assessor's Parcel Number(s): **037-031-003 and 037-031-005**

- 
8. Existing Zoning: **CC Community Commercial, AE 20 General Agriculture**

9. Existing Use of Property: **Community Commercial and General Agriculture**

10. Proposed Use of Property: **No change**

11. Size for Each Adjusted Lot: **Parcel 1: 9,900 SF, Parcel 2: 6.74 ac.**

12. Why are the lots being adjusted? **Adjust property line to match occupation**

13. Provide any additional information that may be helpful in evaluating this proposal: \_\_\_\_\_

---

---

---

**DECLARATION UNDER PENALTY OF PERJURY**

(Must be signed by Applicant(s) and Property Owner(s))  
(Additional sheets may be necessary)

The Applicant(s) and/or Property Owner(s), by signing this application, shall be deemed to have agreed to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against the foregoing individuals or entities, the purpose of which is to attack, set aside, void or null the approval of this development entitlement or approval or certification of the environmental document which accompanies it, or to obtain damages relating to such action(s). This indemnification agreement shall include, but not be limited to, damages, costs expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of the entitlement whether or not there is concurrent passive or active negligence on the part of the County.

Applicant(s): Thomas and Kathy Hoffman

Signed: Thomas Hoffman Kathy Hoffman  
Print: Thomas Hoffman Kathy Hoffman  
Date: 7/17/17 7-17-17

Address: P. O. Box 626 Hamilton City, CA 95951

I am (We are) the owner(s) of property involved in this application and I (We) have completed this application and all other documents required.

I am (We are) the owner(s) of the property involved in this application and I (We) acknowledge the preparation and submission of this application.

I (We) declare under penalty of perjury that the foregoing is true and correct.

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Print: Thomas Hoffman Kathy Hoffman  
Date: 7/17/17 7-17-17

Address: P. O. Box 626 Hamilton City, CA 95951

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I (We) declare under penalty of perjury that the foregoing is true and correct.

Property Owner(s) #2:

Signed **Warren and Nelia Fox**

Print:

*Warren D Fox + Nelia E Fox*

Date:

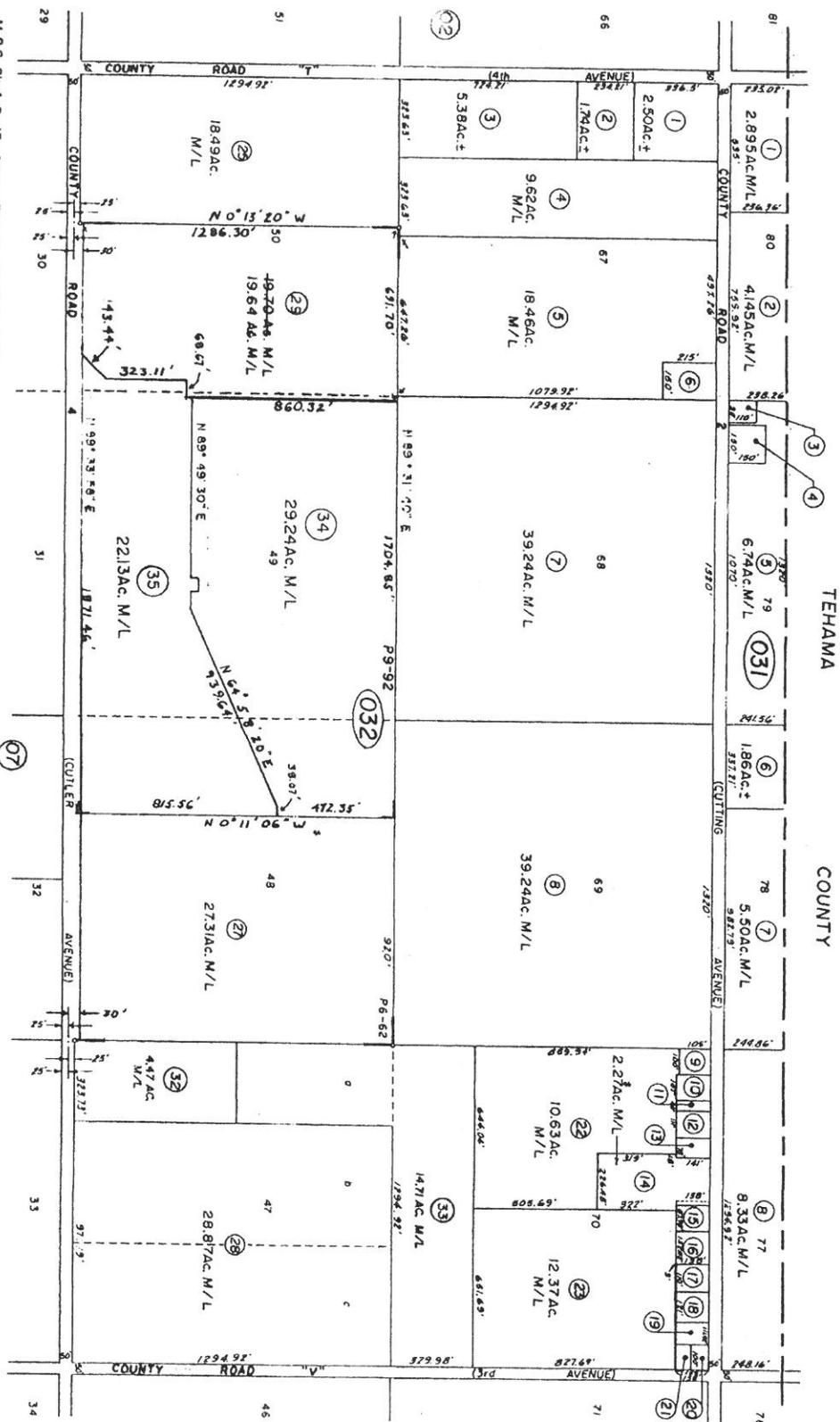
*7-15-17*

Address: **7574 Cutting Avenue Orland, CA 95963**

This map is for assessment purposes only. All acreages are more or less.

CAPAY RANCHO - SUBDIVISION NO. 1

37-03



M.S. Bk. 4, Pg. 13 - Copy Rancho, Subdivision No. 1  
 P.M. Bk. 6, Pg. 62  
 P.M. Bk. 9, Pg. 92 -  
 M.S. Bk. 11, Pg. 32  
 M.S. Bk. 13, Pg. 8

NOTE - Assessor's Block Numbers Shown in Ellipses  
 Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 37 Pg. 03  
 County of Glenn, Calif.  
 (1979)



LLA \_\_\_\_\_

GLENN COUNTY  
PLANNING AND PUBLIC WORKS AGENCY  
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Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. Property Owner(s) #1:

Name: **Same**

Mailing Address:

Phone:(Business) (Home) \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

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Phone:(Business) \_\_\_\_\_ (Home) **530-865-2800**

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

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Phone:(Business) **530-865-4194** (Home)\_\_\_\_\_

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13. Provide any additional information that may be helpful in evaluating this proposal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DECLARATION UNDER PENALTY OF PERJURY**

(Must be signed by Applicant(s) and Property Owner(s))  
(Additional sheets may be necessary)

The Applicant(s) and/or Property Owner(s), by signing this application, shall be deemed to have agreed to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against the foregoing individuals or entities, the purpose of which is to attack, set aside, void or null the approval of this development entitlement or approval or certification of the environmental document which accompanies it, or to obtain damages relating to such action(s). This indemnification agreement shall include, but not be limited to, damages, costs expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of the entitlement whether or not there is concurrent passive or active negligence on the part of the County.

**Applicant(s): Thomas and Kathy Hoffman**

Signed: Thomas Hoffman Kathy Hoffman  
Print: Thomas Hoffman Kathy Hoffman  
Date: 7/17/17 7-17-17

**Address: P. O. Box 626 Hamilton City, CA 95951**

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I am (We are) the owner(s) of the property involved in this application and I (We) acknowledge the preparation and submission of this application.

I (We) declare under penalty of perjury that the foregoing is true and correct.

**Property Owner(s) #1:**

Signed: **Thomas and Kathy Hoffman**  
Print: Thomas Hoffman Kathy Hoffman  
Date: 7/17/17 7-17-17

**Address: P. O. Box 626 Hamilton City, CA 95951**

I am (We are) the owner(s) of property involved in this application and I (We) have completed this application and all other documents required.

I am (We are) the owner(s) of the property involved in this application and I (We) acknowledge the preparation and submission of this application.

I (We) declare under penalty of perjury that the foregoing is true and correct.

Property Owner(s) #2:

Signed **Warren and Nelia Fox**

Print:

Date:

Address: **7574 Cutting Avenue Orland, CA 95963**



CIOS ENCLOSED

2011-3917

RECORDING REQUESTED BY:

North State Title Company

Order No.: 4234000953-SM  
APN: 037-031-003-0

Recorded at the request of:  
NORTH STATE TITLE CO

09/20/2011 09:45 AM  
Fee: \$79.50 Pgs: 3

OFFICIAL RECORDS  
Sheryl Thur, Clerk-Recorder  
Glenn County, CA

When Recorded Mail Document and Tax Statements to:

Thomas C. Hoffman & Kathy Jantz Hoffman  
1569 Buttermilk Lane  
Arcata, CA 95521

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

### Corporation Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$60.50

(X) computed on full value of property conveyed, or

( ) computed on full value less of liens and encumbrances remaining at time of sale.

(X) Unincorporated area: ( ) City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Tri Counties Bank

hereby GRANT(S) to

Thomas C. Hofiman and Kathy JantzHoffman, Husband and Wife as Joint Tenants

that property in Unincorporated area of Glenn County, State of California, described as follows:

See "Exhibit A" attached hereto and made a part hereof.

Date: September 13, 2011

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers.

Tri Counties Bank, a California Corporation

By: Larry Sparks  
Larry Sparks, Vice President



2011-3917 1 of 3

NORTH STATE TITLE COMPANY  
ORDER NO. 34000953

EXHIBIT "A"

The land referred to herein is described as follows:

All that certain real property situate in the Unincorporated Area, County of GLENN, State of California, and being more particularly described as follows:

A portion of Lot 79 of Subdivision No. 1 of the Capay Rancho, according to the official map thereof filed for record in the office of the County Recorder of the County of Glenn, State of California, on the 13th day of March 1917 in Book 4 of Maps, at page 13, said portion being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 79, thence Easterly along the Southerly line of said Lot a distance of Ninety (90) feet to a point; thence going Northerly along a line parallel with the West line of said Lot 79 a distance of One Hundred Ten (110) feet to a point; thence going Westerly along a line parallel with the South line of said Lot a distance of Ninety (90) feet to a point on the West line of said Lot; thence going Southerly along the West line of said Lot a distance of One Hundred Ten (110) feet, more or less, to the place of beginning.

TOGETHER WITH an easement for the use of the existing water well and water pipelines, together with the right to 50% of the water produced therefrom, as described in the Easement Grant Deed from Larry Little and Keith Little to The Bambauer Family Trust dated March 28, 1991, with Stephen G. Bambauer and Patricia A. Bambauer acting as initial Trustees, recorded September 14, 1998 as Instrument No. 98-5387, Glenn County Official Records.



State of California

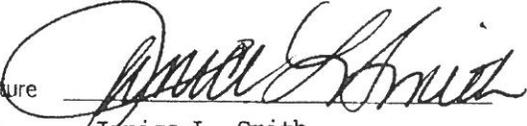
County of Butte

On September 15, 2011 before me, Janice L. Smith, a Notary Public, personally appeared Larry Sparks, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



Name

Janice L. Smith

(typed or printed)

(Area reserved for official notarial seal)



**AFTER RECORDING RETURN TO:**

PETERS, FULLER RUSH,  
SCHOOLING & FARNSWORTH  
P. O. Box 3509  
Chico, CA 95927-3509

RECORDED IN OFFICIAL RECORDS  
OF GLENN COUNTY, CALIFORNIA  
AT THE REQUEST OF

ATTORNEY  
1993 APR 21 PM 2:47  
CAROLYN DAVIS  
GLENN COUNTY RECORDER

93-2022

**MAIL TAX STATEMENTS TO:**

Mr. and Mrs. Warren Fox  
Route 2, Box 2461  
Orland, CA 95963

3  
Pages

FEE  
\$11  
pd

**GRANT DEED**

The undersigned grantor(s) declare(s):

Documentary transfer tax is None (This conveyance transfers the grantor's interest into his or her revocable living trust, R & T 11911).

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

WARREN D. FOX, who acquired title to a portion of the herein described property as WARREN DeWITT FOX, and NELIA E. FOX, husband and wife

grants to

WARREN D. FOX and NELIA E. FOX, Trustees of  
THE WARREN AND NELIA FOX TRUST, dated April 5, 1993

the following described real property in the County of Glenn, State of California:

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

DATED: April 4-5-93

Warren D Fox  
WARREN D. FOX

Warren DeWitt Fox  
WARREN DeWITT FOX

Nelia E Fox  
NELIA E. FOX

STATE OF CALIFORNIA

County of Butte

On April 5, 1993, before me, the undersigned Notary Public, personally appeared WARREN D. FOX, also known as WARREN DeWITT FOX, and NELIA E. FOX, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Kathryn V. Aires  
Notary Public



EXHIBIT "A" ATTACHED TO GRANT DEED EXECUTED BY WARREN D. FOX AND NELIA E. FOX.

All that certain real property situate in the County of Glenn, State of California, described as follows:

PARCEL A:

Unit 69 as shown on the map of Subdivision No. 1 of Capay Rancho, filed in the office of the County Recorder of the County of Glenn, State of California in Book 4 of Maps at page 13.

An undivided one-half interest in and to all of the oil, gas, and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, along with all rights of removal of said oil, gas, and other hydrocarbons or other minerals in and to the following described land.

PARCEL B:

PARCEL 1:

The West 1.87 acres of that portion of Unit 78 lying North of Cutting Avenue and South of the Tehama County line as shown on the Map of Subdivision No. 1 of Capay Rancho, filed in the office of the County Recorder of the County of Glenn, State of California, in Book 4 of Maps, at page 13.

PARCEL 2:

That portion of Unit 78 lying North of Cutting Avenue and South of the Tehama County line as shown on the Map of Subdivision No. 1 of Capay Rancho, filed in the office of the County Recorder of the County of Glenn, State of California in Book 4 of Maps, at page 13.

Excepting Therefrom the West 1.87 acres.

PARCEL C:

An undivided 1/2 interest in and to the following:

PARCEL 1:

UNIT 68 of Subdivision No. 1 of the Sacramento Valley Colony Company's land in Capay Rancho according to the map thereof filed in the office of the County Recorder of the County of Glenn, State of California, on March 13, 1917, in Book 4 of Maps at Page 13, including dedicated highways.

PARCEL 2:

All of that portion of Lot 80 of Subdivision No. 1 of the Sacramento Valley Colony Company's Land in Capay Rancho, Glenn County, California lying South of the Glenn and Tehama County line, containing 7.03 acres according to the official map or plat thereof filed for record in the office of the County Recorder of the County of Glenn, State of California, on March 13, 1917 in Book 4 of Maps at page 13;

EXCLUDING THEREFROM the Westerly 535 feet deeded to the Capay School District.

PARCEL C (continued):

PARCEL 3:

Lot No. 79, Subdivision No. 1 of the Sacramento Valley Colony Company's land in Capay Rancho, according to the official map thereof on file in the office of the County Recorder of the County of Glenn, State of California.

EXCEPTING THEREFROM that certain piece or parcel of real property situate in Glenn County described as follows:

The Southwest corner of Lot 79, Subdivision No. 1, Capay rancho, measured 100 feet East and West along the Southerly line of said lot, beginning at the Westerly line thereof, and 125 feet North and South measured from the edge of the road, thence Northerly 125 feet, according to the map or plat thereof on file and of record in the office of the County Recorder of the County of Glenn, State of California.

ALSO EXCEPTING THEREFROM: BEGINNING at the Southwest corner of Lot 79 of Subdivision No. 1 of Capay Rancho, according to the official map thereof filed for record in the office of the County Recorder, of the County of Glenn, State of California, in Book 4 of Maps and Surveys, at page 13; thence East along the South line of said Lot 270 feet the true point of beginning; thence North and parallel to the West line of said Lot 150 feet; thence East and parallel to the South line of said Lot 150 feet; thence South and parallel to the West line of said lot 150 feet to the South line of said lot; thence West along said line 150 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM: BEGINNING at the Southwest corner of Lot 79 of Subdivision No. 1 of the Capay Rancho according to the official map thereof filed for record in the office of the County Recorder of the County of Glenn, State of California, in Book 4 of Maps at page 13; thence East along the South line of said lot, 100 feet to the true point of beginning; thence North and parallel to the West line of said Lot 150 feet; thence East and parallel to the South line of said lot, 170 feet; thence South and parallel to the West line of said lot, 150 feet to the South line of said lot; thence West along said line 170 feet to the true point of beginning.

# PRELIMINARY REPORT

**To:**

PRECISION SURVEYING  
1165 HOFF WAY  
ORLAND, CA 95963  
STEVE BUTLER

**Title Officer:**

TITLE OFFICER: DEBBIE FALTESEK  
TIMIOS TITLE  
250 W. SYCAMORE ST.  
WILLOWS, CA 95988  
PHONE: (530) 934-3338

ESCROW NO: 135380

**Property Address:**

7574 CUTTING AVENUE  
ORLAND, CA, 95963

**Title No:**

135379-UPDATE

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

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

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

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

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

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

**ALTA LOAN POLICY**

Issued by: FIRST AMERICAN TITLE INSURANCE COMPANY

Dated as of:

SEPTEMBER 25, 2017 at 8:00 a.m.

The Estate or Interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

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

WARREN D. FOX AND NELIA E. FOX, TRUSTEE OF THE WARREN AND NELIA FOX TRUST, DATED APRIL 5, 1993

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

1. GENERAL AND SPECIAL TAXES AND ASSESSMENTS FOR THE FISCAL YEAR 2017-2018.  
FIRST INSTALLMENT: \$739.54 NOT MARKED PAID  
PENALTY: \$73.95 IF PAID AFTER 12/10/2017  
SECOND INSTALLMENT: \$739.54 NOT MARKED PAID  
PENALTY: \$83.95 IF PAID AFTER 04/10/2018  
TAX RATE AREA: 086046  
ASSESSMENT NO.: 037-031-005-000
2. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A; OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO THE DATE OF THE POLICY.
3. THE LAND HEREIN DESCRIBED LIES WITHIN THE BOUNDARIES OF CAPAY RANCHO WATER DISTRICT AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF.
4. OIL, GAS AND MINERAL LEASE MEMORANDUM UPON THE TERMS, COVENANTS AND CONDITIONS CONTAINED IN AN UNRECORDED LEASE REFERRED TO THEREIN DATED APRIL 9, 1979, RECORDED JUNE 8, 1981, BOOK 686, OFFICIAL RECORDS, PAGE 352.  
LESSOR: WARREN D. FOX AND NELIA E. FOX, HUSBAND AND WIFE, AND NEAL D. BUTLER, AS TO A LIFE ESTATE AND NELIE E. FOX, REMAINDERMAN AND NEAL D. BUTLER.  
LESSEE: TENNECO OIL COMPANY, A DELAWARE CORPORATION

THE PRESENT OWNERSHIP OF SAID LEASEHOLD AND OTHER MATTERS AFFECTING THE LEASE ARE NOT SHOWN HEREIN.

5. THE TERMS, CONDITIONS AND PROVISIONS OF THE UNRECORDED TRUST DISCLOSED BY DEED TO NEAL D. BUTLER AND ESTHER A. BUTLER, AS TRUSTEES UNDER THAT CERTAIN TRUST AGREEMENT DATED JUNE 29, 1965, RECORDED JULY 8, 1965, BOOK 479, OFFICIAL RECORDS, PAGE 479.
6. AN OIL AND GAS LEASE EXECUTED BY WARREN D. FOX AND NELIA E. FOX, TRUSTEES OF THE WARREN AND NELIA FOX TRUST, DATED APRIL 5, 1993, AS LESSOR AND PRODUCTION SPECIALTIES COMPANY AS LESSEE, RECORDED JULY 10, 2014 AS INSTRUMENT NO. 2014-2473 OF GLENN COUNTY OFFICIAL RECORDS.  
  
THE PRESENT OWNERSHIP OF SAID LEASEHOLD AND OTHER MATTERS AFFECTING THE LEASE ARE NOT SHOWN HEREIN.

7. THERE APPEARS TO BE NO DEED OF TRUST/MORTGAGE(S) FOUND OF RECORD ON SAID PROPERTY. IF YOU HAVE ANY INFORMATION THAT STATES OTHERWISE, PLEASE CONTACT YOUR CLOSING OFFICER IMMEDIATELY. WE WILL REQUIRE AN AFFIDAVIT OF DEBTS AND LIENS TO BE EXECUTED BY THE PARTIES LISTED ON SCHEDULE "A" OF THIS COMMITMENT.

8. WITH RESPECT TO THE TRUST REFERRED TO IN THE VESTING:

A. A CERTIFICATION PURSUANT TO SECTION 18100.5 OF THE CALIFORNIA PROBATE CODE IN A FORM SATISFACTORY TO THE COMPANY.

B. COPIES OF THOSE EXCERPTS FROM THE ORIGINAL TRUST DOCUMENTS AND AMENDMENTS THERETO WHICH DESIGNATE THE TRUSTEE AND CONFER UPON THE TRUSTEE THE POWER TO ACT IN THE PENDING TRANSACTION.

C. OTHER REQUIREMENTS WHICH THE COMPANY MAY IMPOSE FOLLOWING ITS REVIEW OF THE MATERIAL REQUIRED HEREIN AND OTHER INFORMATION WHICH THE COMPANY MAY REQUIRE.

## NOTICE

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

### NOTES:

- A. ACCORDING TO THE PUBLIC RECORDS, THERE HAS BEEN NO CONVEYANCE OF THE LAND WITHIN A PERIOD OF TWENTY-FOUR MONTHS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS FOLLOWS:**

**NONE**

- B. NONE OF THE ITEMS SHOWN IN THIS REPORT WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN ALTA POLICY, WHEN ISSUED.**

- C. THERE IS LOCATED ON SAID LAND A SINGLE FAMILY RESIDENCE KNOWN AS 7574 CUTTING AVENUE, IN THE UNINCORPORATED AREA OF THE COUNTY OF GLENN, STATE OF CALIFORNIA.**

- D. THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAN THE CERTAIN DOLLAR AMOUNT SET FORTH IN ANY APPLICABLE ARBITRATION CLAUSE, ALL ARBITRABLE MATTERS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY OF THE PARTIES. IF YOU DESIRE TO REVIEW THE TERMS OF THE POLICY, INCLUDING ANY ARBITRATION CLAUSE THAT MAY BE INCLUDED, CONTACT THE OFFICE THAT ISSUED THIS COMMITMENT OR REPORT TO OBTAIN A SAMPLE OF THE POLICY JACKET FOR THE POLICY THAT IS TO BE ISSUED IN CONNECTION WITH YOUR TRANSACTION.**

- E. CANCELLATION FEES**

**NOTE: PURSUANT TO RULE NO. 2 OF BULLETIN NO. NS-35 OF CALIFORNIA STATE INSURANCE COMMISSIONER THIS REPORT IS ISSUED SUBJECT TO A MINIMUM FEE OF \$400.00**

## LEGAL DESCRIPTION

All that certain real property situated in the Unincorporated Area of the County of GLENN State of California, more particularly described as follows:

### PARCEL ONE:

THAT PORTION OF LOT SEVENTY-NINE, SUBDIVISION NO. ONE (1) OF THE SACRAMENTO VALLEY COLONY COMPANY'S LAND IN CAPAY RANCHO, ACCORDING TO THE OFFICIAL MAP THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST CORNER OF LOT 79, SUBDIVISION NO. 1, CAPAY RANCHO, MEASURED 100 FEET EAST AND WEST ALONG THE SOUTHERLY LINE OF SAID LOT, BEGINNING AT THE WESTERLY LINE THEREOF, AND 125 FEET NORTH AND SOUTH MEASURED FROM THE EDGE OF THE ROAD, THENCE NORTHERLY 125 FEET, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA.

**EXCEPTING THEREFROM:** COMMENCING AT THE SOUTHWEST CORNER OF LOT 79, THENCE GOING EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT A DISTANCE OF NINETY (90) FEET TO A POINT; THENCE GOING NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 79 A DISTANCE OF ONE HUNDRED TEN (110) FEET TO A POINT; THENCE GOING WESTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT A DISTANCE OF NINETY (90) FEET TO A POINT ON THE WEST LINE OF SAID LOT; THENCE GOING SOUTHERLY ALONG THE WEST LINE OF SAID LOT A DISTANCE OF ONE HUNDRED TEN (110) FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

### PARCEL TWO:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 79 OF SUBDIVISION NO. 1 OF THE CAPAY RANCHO, ACCORDING TO THE OFFICIAL MAP THEREOF FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, OF THE COUNTY GLENN, STATE OF CALIFORNIA, IN BOOK 4 OF MAPS AND SURVEYS, PAGE 13; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 250 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID LOT 150 FEET; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID LOT, 170 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID LOT, 150 FEET TO THE SOUTH LINE OF SAID LOT; THENCE WEST ALONG SAID LINE 170 FEET TO THE TRUE POINT OF BEGINNING.

### PARCEL THREE:

LOT NO. 79, SUBDIVISION NO. 1 OF THE SACRAMENTO VALLEY COLONY'S LAND IN CAPAY RANCHO, ACCORDING TO THE OFFICIAL MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY GLENN, STATE OF CALIFORNIA.

**EXCEPTING THEREFROM:** THAT CERTAIN PEICE OR PARCEL OF REAL PROPERTY SITUATE IN GLENN COUNTY DESCRIBED AS FOLLOWS:

THE SOUTHWEST CORNER OF LOT 79, SUBDIVISION NO. 1, CAPAY RANCHO, MEASURED 100 FEET EAST AND WEST ALONG THE SOUTHERLY LINE OF SAID LOT, BEGINNING AT THE WESTERLY LINE THEREOF, AND 125 FEET NORTH AND SOUTH MEASURED FROM THE EDGE OF THE ROAD, THENCE NORTHERLY 125 FEET, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA.

**ALSO EXCEPTING THEREFROM:** BEGINNING AT THE SOUTHWEST CORNER OF LOT 79 OF SUBDIVISION NO. 1 OF CAPAY RANCHO, ACCORDING TO THE OFFICIAL MAP THEREOF FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA, IN BOOK 4 OF MAPS AND SURVEYS, AT PAGE 13; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 270 FEET THE TRUE POINT OF BEHINNING; THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID LOT 150 FEET; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID LOT 150 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID LOT 150 FEET TO THE SOUTH LINE OF SAID LOT; THENCE WEST ALONG SAID LINE 150 FEET TO THE TRUE POINT OF BEGINNING.

**ALSO EXCEPTING THEREFROM:** BEGINNING AT THE SOUTHWEST CORNER OF LOT 79 OF SUBDIVISION NO. 1 OF CAPAY RANCHO, ACCORDING TO THE OFFICIAL MAP THEREOF FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA, IN BOOK 4 OF MAPS AND SURVEYS, AT PAGE 13; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID LOT 150 FEET; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID LOT, 170 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID LOT, 150 FEET TO THE SOUTH LINE OF SAID LOT; THENCE WEST ALONG SAID LINE 170 FEET TO THE TRUE POINT OF BEGINNING.

APN: 037-031-005-000

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**  
**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**  
**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.

**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.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
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 RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**  
**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 any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection
 This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land
 This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

**EXCEPTIONS FROM COVERAGE**

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:

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

**2006 ALTA OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

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

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

#### **EXCEPTIONS FROM COVERAGE**

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

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

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990  
SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

**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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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 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.
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 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 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state of insolvency or similar creditors' rights laws.

## PRIVACY INFORMATION

### **We Are Committed to Safeguarding Customer Information**

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

### **Applicability**

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

### **Types of Information**

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

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

### **Use of Information**

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

### **Former Customers**

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

### **Confidentiality and Security**

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

Information Obtained Through Our Web Site

### **Business Relationships**

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

### **Cookies**

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

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

### **Fair Information Values**

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

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

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

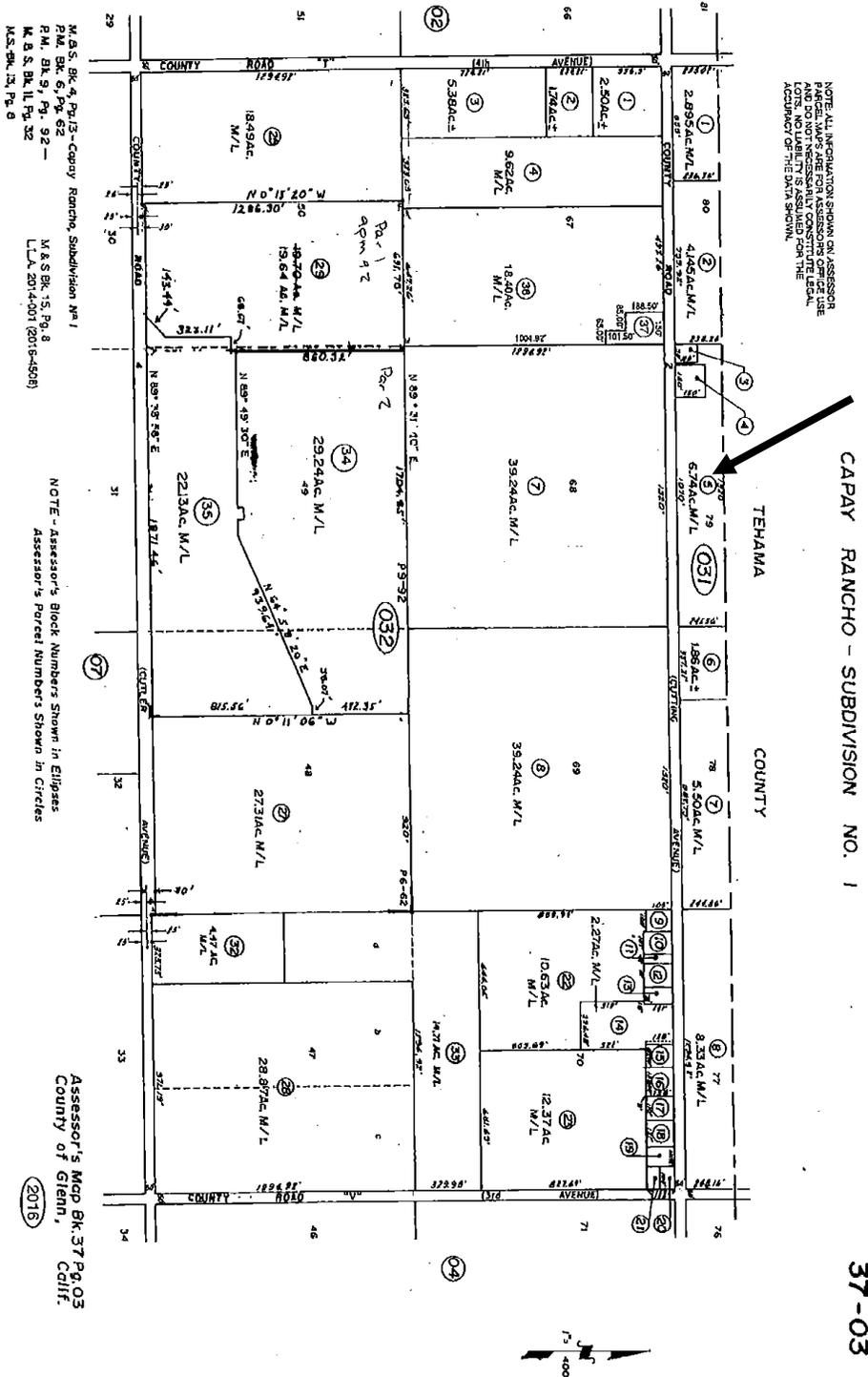
**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps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

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

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

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

MAP



37-03

# PRELIMINARY REPORT

**To:**

PRECISION SURVEYING  
1165 HOFF WAY  
ORLAND, CA 95963  
STEVE BUTLER

**Title Officer:**

TITLE OFFICER: DEBBIE FALTESEK  
TIMIOS TITLE  
250 W. SYCAMORE ST.  
WILLOWS, CA 95988  
PHONE: (530) 934-3338

ESCROW NO: 135382

**Property Address:**

7544 CUTTING AVENUE  
ORLAND, CA, 95963

**Title No:**

135381-UPDATE

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

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

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

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

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

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

**ALTA LOAN POLICY**

Issued by: FIRST AMERICAN TITLE INSURANCE COMPANY

Dated as of:

SEPTEMBER 25, 2017 at 8:00 a.m.

The Estate or Interest in the land hereinafter described or referred to covered by this report is:

A FEE AS TO PARCEL ONE; AN EASEMENT AS TO PARCEL TWO

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

THOMAS C. HOFFMAN AND KATHY JANTZ HOFFMAN, HUSBAND AND WIFE, AS JOINT TENANTS

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

1. GENERAL AND SPECIAL TAXES AND ASSESSMENTS FOR THE FISCAL YEAR 2017-2018.  
FIRST INSTALLMENT: 426.43 NOT MARKED PAID  
PENALTY: \$42.64 IF PAID AFTER 12/10/2017  
SECOND INSTALLMENT: \$426.43 NOT MARKED PAID  
PENALTY: \$52.64 IF PAID AFTER 04/10/2018  
TAX RATE AREA: 086046  
ASSESSMENT NO.: 037-031-003-000
2. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A; OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO THE DATE OF THE POLICY.
3. THE LAND HEREIN DESCRIBED LIES WITHIN THE BOUNDARIES OF CAPAY RANCHO WATER DISTRICT AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF.
4. RIGHTS OF WAY FOR ROADS, POLE LINES, DITCHES, CANALS OR LATERALS AS THEY MAY EXIST.
5. THE TERMS, CONDITIONS AND PROVISIONS REGARDING THE USE AND MAINTENANCE OF WATER WELL CONTAINED IN THE DEED RECORDED SEPTEMBER 14, 1998 AS INSTRUMENT NO. 98-5387 OF OFFICIAL RECORDS.
6. THERE APPEARS TO BE NO DEED OF TRUST/MORTGAGE(S) FOUND OF RECORD ON SAID PROPERTY. IF YOU HAVE ANY INFORMATION THAT STATES OTHERWISE, PLEASE CONTACT YOUR CLOSING OFFICER IMMEDIATELY. WE WILL REQUIRE AN AFFIDAVIT OF DEBTS AND LIENS TO BE EXECUTED BY THE PARTIES LISTED ON SCHEDULE "A" OF THIS COMMITMENT.

## NOTICE

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

### NOTES:

- A. THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAN THE CERTAIN DOLLAR AMOUNT SET FORTH IN ANY APPLICABLE ARBITRATION CLAUSE, ALL ARBITRABLE MATTERS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY OF THE PARTIES. IF YOU DESIRE TO REVIEW THE TERMS OF THE POLICY, INCLUDING ANY ARBITRATION CLAUSE THAT MAY BE INCLUDED, CONTACT THE OFFICE THAT ISSUED THIS COMMITMENT OR REPORT TO OBTAIN A SAMPLE OF THE POLICY JACKET FOR THE POLICY THAT IS TO BE ISSUED IN CONNECTION WITH YOUR TRANSACTION.**
- B. CANCELLATION FEES**  
**NOTE: PURSUANT TO RULE NO. 2 OF BULLETIN NO. NS-35 OF CALIFORNIA STATE INSURANCE COMMISSIONER THIS REPORT IS ISSUED SUBJECT TO A MINIMUM FEE OF \$400.00**

## LEGAL DESCRIPTION

All that certain real property situated in the UNINCORPORATED AREA of the County of GLENN State of California, more particularly described as follows:

### PARCEL ONE:

A PORTION OF LOT 79 OF SUBDIVISION NO. 1 OF THE CAPAY RANCHO, ACCORDING TO THE OFFICIAL MAP THEREOF FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA, ON THE 13TH DAY OF MARCH 1917 IN BOOK 4 OF MAPS, AT PAGE 13, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 79, THENCE EASTERLY ALONG THE SOUTHERN LINE OF SAID LOT, A DISTANCE OF NINETY (90) FEET TO A POINT; THENCE GOING NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 79, A DISTANCE OF ONE HUNDRED TEN (110) FEET TO A POINT; THENCE GOING WESTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT A DISTANCE OF NINETY (90) FEET TO A POINT ON THE WEST LINE OF SAID LOT; THENCE GOING SOUTHERLY ALONG THE WEST LINE OF SAID LOT A DISTANCE OF ONE HUNDRED TEN (110) FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

### PARCEL TWO:

AN EASEMENT FOR THE USE OF THE EXISTING WATER WELL AND WATER PIPELINES, TOGETHER WITH THE RIGHT TO 50% OF THE WATER PRODUCED THEREFROM, AS DESCRIBED IN THE EASEMENT GRANT DEED FROM LARRY LITTLE AND KEITH LITTLE TO THE BAMBAUER FAMILY TRUST DATED MARCH 28, 1991, WITH STEPHEN G. BAMBAUER AND PATRICIA A. BAMBAUER ACTING AS INITIAL TRUSTEES, RECORDED SEPTEMBER 14, 1998 AS INSTRUMENT NO. 98-5387, GLENN COUNTY OFFICIAL RECORDS.

APN: 037-031-003-000

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**  
**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**  
**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.

**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.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
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 RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**  
**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 any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection
 This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land
 This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

**EXCEPTIONS FROM COVERAGE**

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:

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

**2006 ALTA OWNER'S POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

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

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

#### **EXCEPTIONS FROM COVERAGE**

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

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

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

**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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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 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.
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 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 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state of insolvency or similar creditors' rights laws.

## PRIVACY INFORMATION

### **We Are Committed to Safeguarding Customer Information**

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

### **Applicability**

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

### **Types of Information**

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

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

### **Use of Information**

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

### **Former Customers**

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

### **Confidentiality and Security**

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

Information Obtained Through Our Web Site

### **Business Relationships**

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

### **Cookies**

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

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

### **Fair Information Values**

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

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

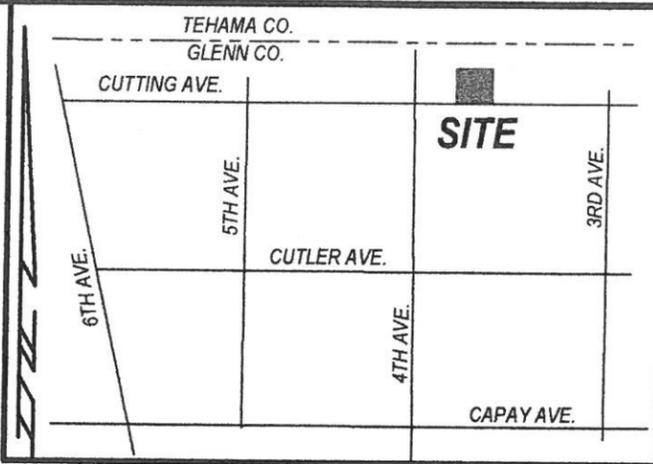
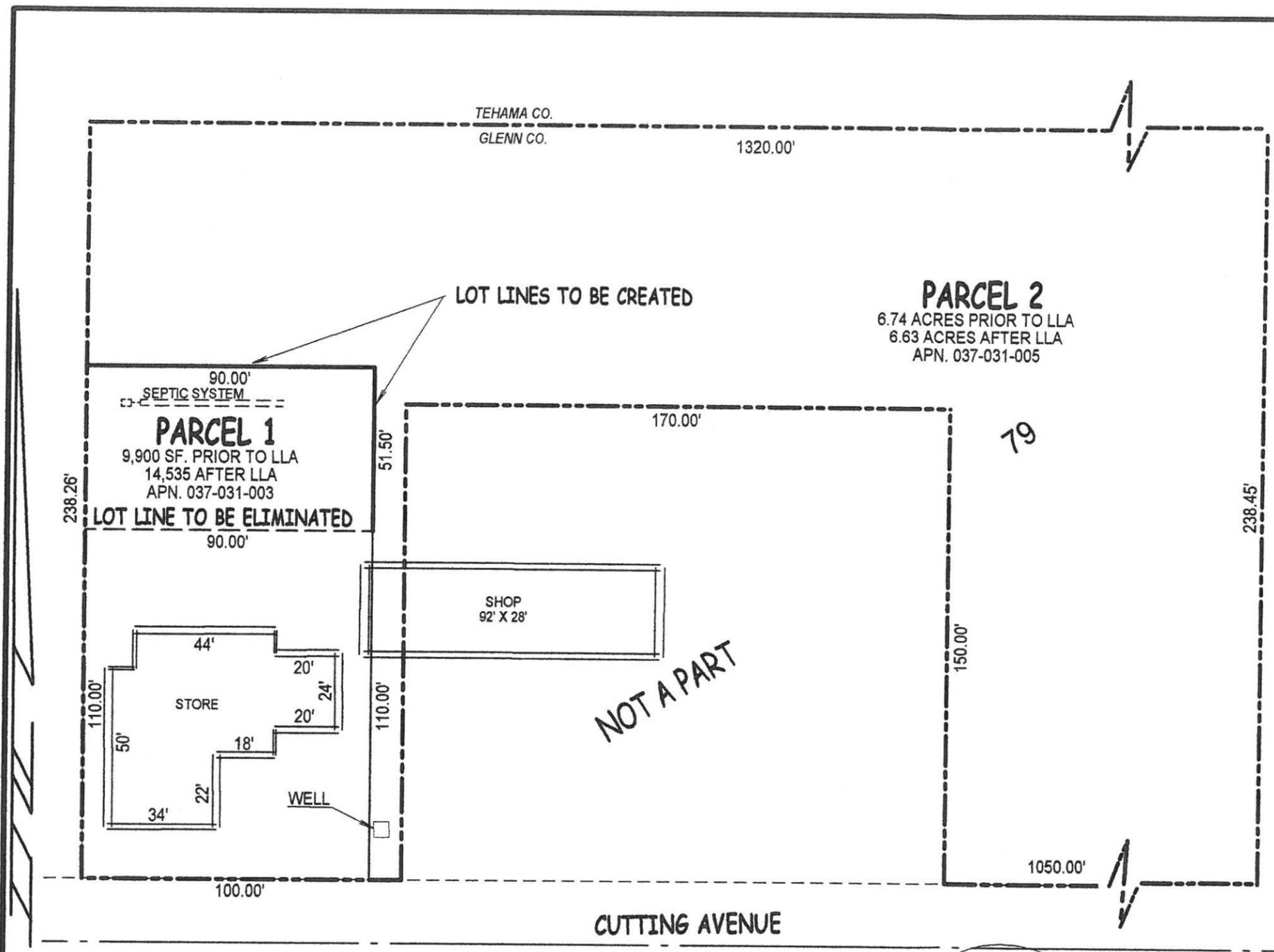
**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

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

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

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





VICINITY MAP

**OWNERS**

**THOMAS AND KATHY HOFFMAN**  
 P.O. BOX 626 HAMILTON CITY, CA 95951  
 707-362-0758  
 APN 037-031-003

**WARREN AND NELIA FOX**  
 7574 CUTTING AVENUE ORLAND, CA 95963  
 530-865-2800  
 APN 037-031-005

**EXISTING USE OF PROPERTY**  
 AGRICULTURE/COMMERCIAL

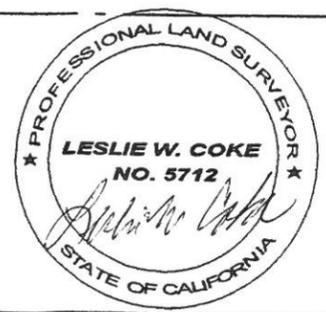
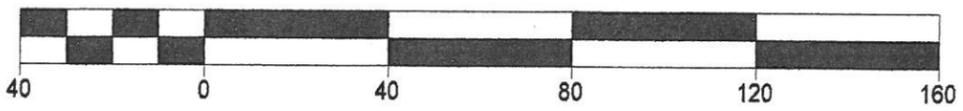
**PROPOSED USE OF PROPERTY**  
 AGRICULTURE/COMMERCIAL

**ASSESSORS PARCEL NO.**  
 037-031-003 AND 037-031-005

**TENTATIVE LOT LINE ADJUSTMENT**

A PORTION OF LOT 79 OF SUBDIVISION NO. 1 OF THE  
 CAPAY RANCHO ACCORDING TO THE OFFICIAL MAP  
 THEREOF FILED FOR RECORD IN THE GLENN COUNTY  
 RECORDERS OFFICE IN BOOK 4 OF MAPS, PAGE 13  
 GLENN COUNTY CALIFORNIA

**THOMAS AND KATHY HOFFMAN**  
**WARREN AND NELIA FOX**



<b>PRECISION SURVEYING</b>		
1165 HOFF WAY #204 ORLAND, CALIFORNIA 95963 530-865-4194		
DATE JULY 2017	SCALE 1" = 40'	SHEET 1 OF 1