

GLENN COUNTY Planning & Community Development Services Agency

225 North Tehama Street
Willows, CA 95988
530.934.6540
www.countyofglenn.net



Mardy Thomas, Director

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 Resource Conservation District
- 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
- Colusa Water District
- Western Area Power Administration
- Sacramento River National Wildlife Refuge
- City of Willows
- Community Services District: Elk Creek
- Pacific Gas and Electric Company (PG&E)
- Fire Protection District: Elk Creek
- Glenn County Resource Conservation District
- School District: Stony Creek

STATE AGENCIES

- Central Valley Flood Protection Board
- Central Valley Regional Water Quality Control Board (RWQCB)
- State Water Resources Control Board – Division of Drinking Water
- Department of Alcoholic Beverage Control (ABC)
- Department of Conservation, Division of Land Resource Protection
- Department of Conservation, Office of Mine Reclamation (OMR)
- Dept. 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

- Northeast Center of the CA Historical Resources Information System
- Paskenta Band of Nomlaki Indians
- Grindstone Rancheria of Wintun-Wailaki
- Mechoopda Indian Tribe of Chico Rancheria
- Middletown Rancheria of Pomo Indians California
- Tehama-Colusa Canal Authority
- UC Cooperative Extension Office

DATE: May 7, 2024

PROJECT: Lot Line Adjustment 2024-003, Milano Land & Cattle

PLANNER: Courtney Paget, Assistant Planner
cpaget@countyofglenn.net

APPLICANT/
LANDOWNER(s): Milano Land and Cattle Co. LLC
28749 Banducci Road
Tehachapi, CA 93561
Email: russ.johnson@mac.com

SURVEYOR: Thomas E. Harris
908 Sixth St
Orland, CA 95963
Phone: 530-865-5567
Email: tom@harrislandsurvey.com

PROJECT: **Lot Line Adjustment 2024-003, Milano Land & Cattle**
A Lot Line Adjustment to reconfigure multiple properties as shown:

Existing APN(s): 018-170-003 (532.30± acres)

Existing Lot Information: Lot 1: Gov. Lot 2 (18.48 ± acres)
Lot 2: W1/2 of Gov. Lot 6 (40.00± acres)
Lot 3: W1/2 of Gov. Lot 7 (40.00± acres)
Lot 4: W1/2 of SE1/4 (80.00acres)

Resultant Lots: Lot 1: Combines Gov. Lot 2 and the W1/2 of Lot 6 (58.78± acres)
Lot 2: N. 20ac. Of Gov. Lot 7 (20.00± acres)
Lot 3:
N. 16ac. Of the W.1/2 and the S. 20ac. Of Lot 7 (36.00± acres)
Lot 4: W1/2 of the SE1/4, except N. 160ac. (64.0± acres)

LOCATION: The properties are located at 2049 County Road 306; west of Elk Creek-Stonyford County Road 306, and south of Stony Gorge Reservoir, in the unincorporated area of Elk Creek, California.

ZONING: "AP-160" (Agricultural Preserve Zone, 144-acre min. parcel size)

GENERAL PLAN: Foothill Agriculture/Forestry

FLOOD ZONE: The project is located within Flood Zone "X" (unshaded) according to Flood Insurance Rate Map (FIRM) No. 06021C0550D, dated August 5, 2010, 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 compliance requirement. If comments are not received by **Monday, May 20, 2024**, 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 Compliance Requirements for this project and justification for each Requirement? When should each Requirement 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.)?

LLA 4/29/24

GLENN COUNTY
PLANNING AND COMMUNITY DEVELOPMENT SERVICES AGENCY
777 North Colusa Street
WILLOWS, CA 95988
(530) 934-6540
FAX (530) 934-6533
www.countyofglenn.net

APPLICATION FOR LOT LINE ADJUSTMENT
(WILLIAMSON ACT)

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

1. Applicant(s):

Name: Milano Land and Cattle Co. LLC

Mailing Address: 28749 Banducci Road, Tehachapi CA. 93561

Phone:(Business) 1-661-213-6286 (Home) Russ Johnson, Manager

Fax: _____ E-mail: russ.johnson@mac.com

2. Property Owner(s) #1:

Name: Milano Land and Cattle CO. LLC

Mailing Address: 28749 Banducci Road, Tehachapi CA. 93561

Phone:(Business) 1-562-972-2801 (Home) Mark R. Milano, managing member

Fax: _____ E-mail: milano-mark@msn.com

3. Property Owner(s) #2:

Name: SAME

Mailing Address: _____

Phone:(Business) _____ (Home) _____

Fax: _____ E-mail: _____

4. Engineer/Surveyor:

Name: Thomas E. Harris

Mailing Address: 908 Sixth Street, Orland CA. 95963

Phone:(Business) 530-865-5567 (Home) _____

Fax: _____ E-mail: tom@harrislandsurveying.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: Thomas E. Harris

Mailing Address: 908 Sixth Street, Orland CA. 95963

6. Address and Location of Project: 2049 County Road 306, Elk Creek

7. Current Assessor's Parcel Number(s):
APN 018-170-003

8. Existing Zoning: AP 160
Zoning Map <http://gis.gcppwa.net/zoning/>

9. Existing Use of Property: Livestock Grazing and open space

10. Proposed Use of Property: Livestock Grazing and open space

11. Size for Each Adjusted Lot: Lot #1 58.78 ac., Lot #2 20.0 ac., Lot #3 36.0 ac. Lot #4 64.0 ac.

12. Why are the lots being adjusted?
Estate Planning Purposes

13. Surrounding Land Use:

North: Livestock Grazing and open space

East: Livestock Grazing and open space

South: Livestock Grazing and open space

West: Livestock Grazing and open space

14. Acreage in non-farm uses (roads, ditches, dwelling site: Road 306 in Sec. 4, 5.0 ac.
15. Number of dwelling units: one
16. Provide any additional information that may be helpful in evaluating this proposal:
This proposed Lot Line Adjustment has 4 existing non-conforming lots
and resulting in 4 modified new non-conforming lots. No additional
parcels are being created.

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):

Signed: Mark Milano

Print: Milano Land and Cattle Co. LLC, Mark Milano

Date: 04/14/2024

Address: 28749 Bonducci Rd, Tehachapi CA 93561

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) #1:

Signed: Mark Milano

Print: Milano Land and Cattle Co. LLC, Mark Milano

Date: 04/14/2024

Address: 28749 Bonducci Rd, Tehachapi CA 93561

MILANO LAND and CATTLE CO. LLC
Project Description and Landowner Justification

This project is a lot line adjustment involving lands of “Milano Land and Cattle Co. LLC”, Mark Milano, the owner of the land for which this Landowner Justification has been prepared.

At the completion of this lot line adjustment, Lot 1 will have an adjusted area of 58.78 acres, Lot 2 will have an adjusted area of 20.0 acres, Lot 3 will have an adjusted area of 36.0 acres and Lot 4 will have an adjusted area of 64.0 acres. All parcels are currently enrolled in the Williamson Act.

Government Code Section 51257 contains seven findings to be made related to lot line adjustments. These findings are each listed below with the justification following in italics.

(1) The new contract or contracts would enforceable restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

To the best of our knowledge, neither of the contracts are subject to a Notice of Non-Renewal. At the conclusion of the lot line adjustment, both contracts will continue to be in force and effect for a period of at least 10 years.

(2) There is no net decrease in the amount of the acreage restricted. In cases where four parcels involved in a lot line adjustment are subject to contracts rescinded pursuant to this section, this findings will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.

The lands of Milano Land and Cattle Co. LLC, for this project are restricted by two land use contracts. According to the assessor’s plat, the land currently under contract is 5442.95 acres. After the lot line adjustment, all of the property will remain under contract.

(3) At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.

The entire amount of land included within this lot line adjustment will continue to remain under Williamson Act contracts.

(4) After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

Consistent with Section 51222, according to the survey, all parcels will be larger than 10 acres, before and after the lot line adjustment. The subject properties are identified as livestock grazing land by the Natural Resource Conservation Service Farmland Mapping Program.

(5) The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.

All of these parcels have been used for agricultural productivity in their current configuration for a long time. The moving of the lot lines to reconfigure the locations of the lots will allow for better use of this property for the owners' future plans and will not affect the long term agricultural productivity of any of the land under the current contract..

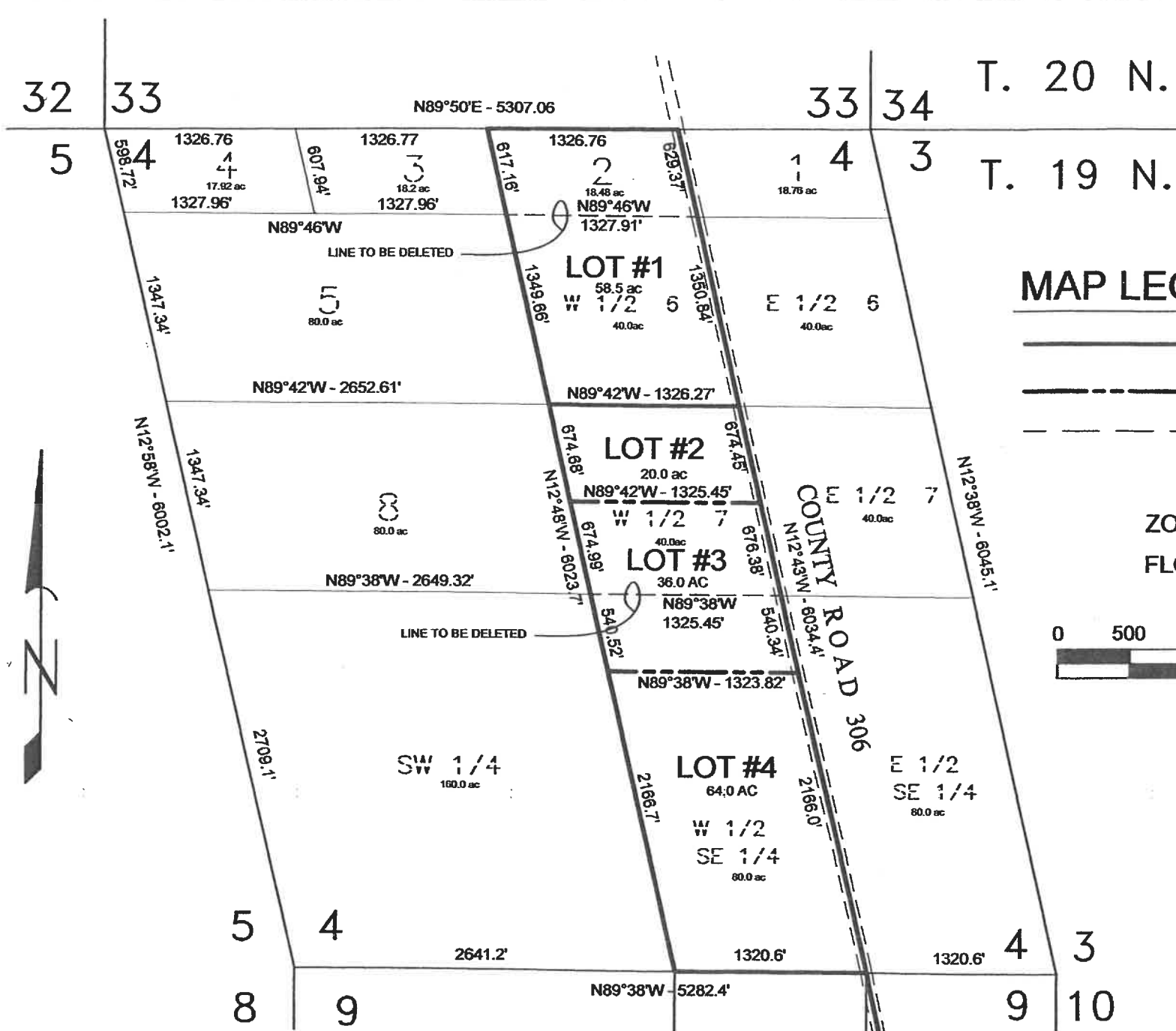
(6) The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.

The parcels will continue to remain restricted by contract and used for agricultural productivity. As such, the lot line adjustment should not have an impact on adjacent lands currently utilized for agricultural purposes.

(7) The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

The four parcels that currently exist are non-conforming size to the zone and the four parcels resulting from the lot line adjustment will continue to be non-conforming to the zone. None of the parcels are or will be inconsistent with the Glenn County General Plan.

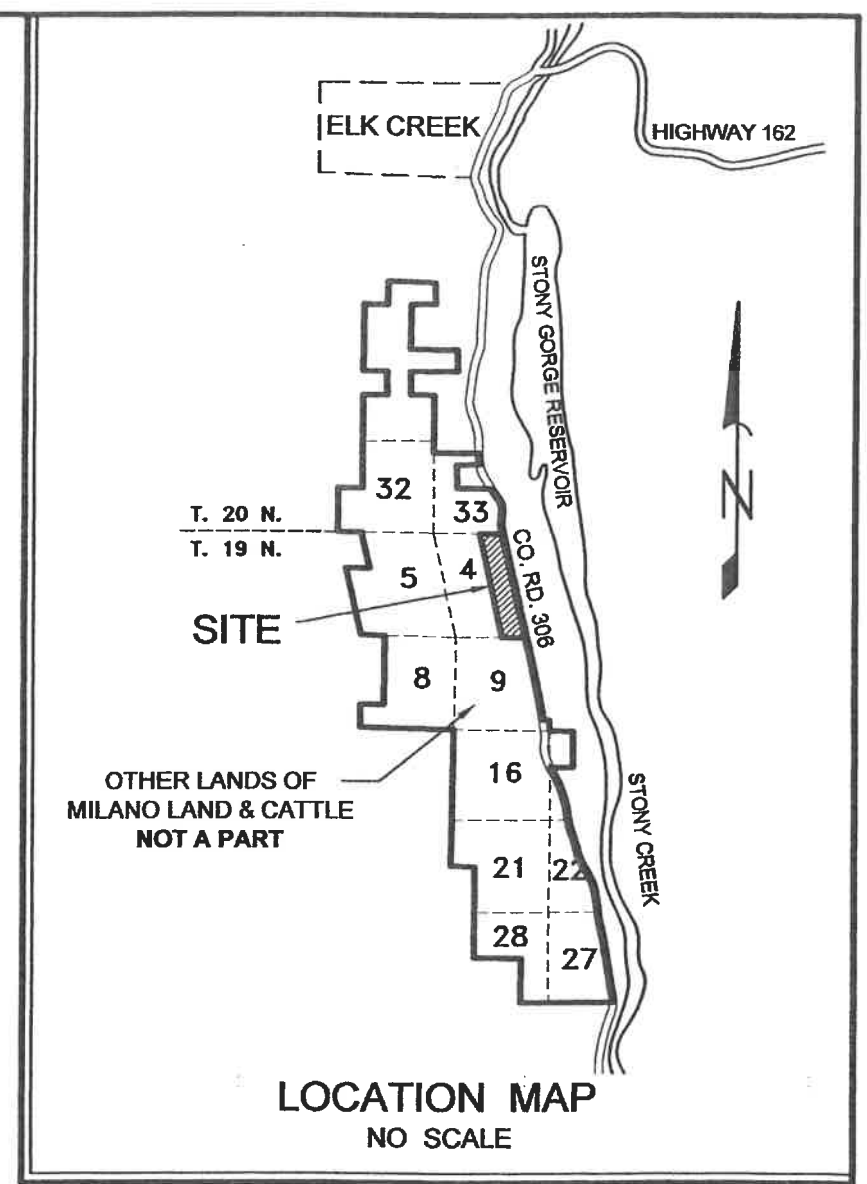
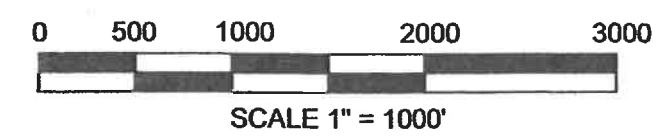
In conclusion, the lot line adjustment is a property line adjustment. As set forth previously, the properties will continue to be used for agricultural purposes, and this lot line adjustment should not affect the agricultural viability of either parcel.



MAP LEGEND

- PROPERTY BOUNDARY
- - - - - PROPOSED NEW BOUNDARY
- - - - - BOUNDARY LINE TO BE DELETED

ZONING AP-160
FLOOD ZONE X



EXISTING LOT INFORMATION:

- Gov. Lot 2 18.48 ac.
- W1/2 of Gov. Lot 6 40.0 ac.
- W1/2 of Gov. Lot 7 40.0 ac.
- W1/2 of SE1/4 80.0 ac.

RESULTANT LOT INFORMATION:

- LOT #1 combines Gov. Lot 2 and the W1/2 of Lot 6 58.48 ac.
- LOT #2 N. 20 ac. of Gov. Lot 7 20.0 ac.
- LOT #3 N. 16 ac. of the W.1/2 and the S. 20 ac. of Lot 7 36.0 ac.
- LOT #4 W1/2 of the SE1/4, except N. 16.0 ac. 64.0 ac.

OWNER'S CONSENT

LISTED BELOW IS THE OWNERS OF THE REAL PROPERTY AS SHOWN HEREON AND BY THEIR SIGNATURES ON THE APPLICATION DO CONSENT TO THE PREPARATION OF THIS PROPOSED LOT LINE ADJUSTMENT AS SHOWN HEREON.

MILANO LAND and CATTLE CO. LLC
MARK MILANO, OWNER
28749 BANDUCCI ROAD
TEHACHAPI, CALIFORNIA 93561



APN 018-170-003
LOT LINE ADJUSTMENT

SECTION 4, T.19 N., R.6 W., MDM, COUNTY OF GLENN, STATE OF CALIFORNIA.

FOR
MILANO LAND and CATTLE CO. LLC
OFFICIAL RECORDS DOCUMENT No. 2013-2558
MARCH 2024 SCALE 1" = 1000'
PREPARED BY:

Thomas E. Harris
THOMAS E. HARRIS
LAND SURVEYOR No. 8532
908 6TH STREET, ORLAND, CA. 95963

Recorded at the request of:
GLENN COUNTY TITLE CO

06/14/2013 08:30 AM
Fee: \$6623.00 Pgs: 4

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

RECORDING REQUESTED BY

Modoc County Title Co.

Escrow No. 00054506

Order No.

AND WHEN RECORDED MAIL TO

Name Milano Land & Cattle Co. LLC
Address 25101 Bear Valley Road, PMB 231
City, State, & Zip Tehachapi, CA 93561-8311

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INDIVIDUAL GRANT DEED

A.P.N.

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$6,600.00

- computed on full value of property conveyed, or
- computed on full value less value of liens and encumbrances remaining at time of sale.

Unincorporated area: City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

Salvatore LaBarbera, Trustee of the Josanne Pierce Irrevocable Trust, created in the Last Will and Testament of Anthony G. Pierce and established by The Order for Preliminary Distribution filed February 24, 2013 in the Superior Court of the State of California, County of Santa Clara CaseNo. 1-11-PR-168380

hereby GRANT(S) to

Milano Land & Cattle Co. LLC

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

See Exhibit "A" attached

Dated: April 25, 2013

STATE OF CALIFORNIA
COUNTY OF _____

} SS.

Salvatore LaBarbera, Trustee

On 4-25-13 before me, Stuart G. Schmidt,

Notary Public personally appeared

Salvatore LaBarbera

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

STUART G. SCHMIDT



MAIL TAX

STATEMENTS TO: SAME AS ABOVE

NAME

ADDRESS

CITY, STATE & ZIP



Escrow No.: 038117TO
Title Order No.: 54506

EXHIBIT "A"

PARCEL ONE:

All that portion of the following described land lying West of the Elk Creek-Stonyford County Road, to wit:

The South half of Section 27, the East half of Southeast quarter of Section 28; all of Section 16; the West half of the Southwest quarter of Section 15; the East one-half of Southwest quarter and North half of Southeast quarter of Section 21; the West half of Section 22; the Northwest quarter of Section 27; the Northeast quarter and East half of Northwest quarter of Section 28; South half of South half of South half of Section 9, all in Township 19 North, Range 6 West, Mount Diablo Base and Meridian.

ALSO all the following described land:

The Northwest quarter of the Northwest quarter of Section 15 in Township 19 North, Range 6 West, M. D. B. & M.

PARCEL TWO:

The North half and the South half of the Southeast quarter of Section 21, all in Township 19 North, Range 6 West, M. D. B. & M.

RESERVATION and exception of an undivided one-half of all oil, gas and minerals and other hydrocarbon substances for the remainder of her natural life, as reserved in the deed from Grace Marie Fergie formerly Grace Marie Vater to Albert Roy Soeth et ux dated September 17, 1959 and recorded September 22, 1959 in Book 390 of Official Records, at page 446. (Affects Parcel 1 above and an undivided 17/38th interest of Parcel 2 above) (Said portion affecting Parcel 1, is an undivided one-half interest)

PARCEL THREE:

All that portion of the South half of the South half of the South half of the South half of Section 9; and that portion of Section 16, all in Township 19 North, Range 6 West, lying East of the Elk Creek Stonyford County Road.

PARCEL FOUR:

The Northeast quarter of Section 27, Township 19 North, Range 6 West, M. D. B. & M.

Exhibit A (Legal Description)

(038117TO.PFD/038117TO/36)



Escrow No.: 038117TO
Title Order No.: 54506

EXHIBIT "A"
(Continued)

EXCEPTING THEREFROM all that portion lying East of Elk Creek-Stonyford Road.

PARCEL FIVE:

The South half of the Northeast quarter, and the West half of the Southeast quarter of Section 20.
The

Northwest quarter of the Northwest quarter of Section 28; the West half of Northeast quarter, the
Northeast quarter of the Northeast quarter and the Southeast quarter of Section 29; the East one-half
and the East

one-half of the Southwest quarter of Section 32; the South one-half of the North one-half of the
Northwest

quarter, the Southwest quarter of Northwest quarter, the West one-half of the Southeast quarter and
the Southwest quarter of Section 33, all in the Township 20 North, Range 6 West, M.D.B.&M.

All of Lots 2, 3, 4, 5 and the West half of Lots 6 and 7, all of Lot 8 and the West half of the Southeast
quarter and the Southwest quarter of Section 4, all of Lot 1, the East half of Lot 5, all of Lots 6 and 7;
the Southeast quarter of the Southwest quarter, the West half of the Southeast quarter; the East half
of the Southeast quarter and Lot 2 of Section 5; the Northeast quarter and the East half of the
Southeast

quarter, the East half of the Northwest quarter, the Northeast quarter of the Southwest quarter and the
West half of the Southeast quarter of Section 8, the West half of the Northeast quarter, the Southeast
quarter of the Northeast quarter, also all that portion of the Northeast quarter of the Northeast quarter
lying West of the County Road as described in the Deed executed by Clair M. Spurlock et ux to County
of Glenn and recorded in Book 155 of Official Records, at page 274, containing 5.77 acres, more or
less,

the Northwest quarter, the North half of the South half, the North half of the South half of the South
half

and the North half of the South half of the South half of the South half of Section 9, all in Township 19
North, Range 6 West, Mount Diablo Base and Meridian.

EXCEPTING from the East half of the East half of said Section 9, Township 19 North, Range 6 West,
that portion lying East of the County Road, said road described in the deed from Warren Davis et ux to
County of Glenn and recorded in Book 156 of Official Records, at page 278.

PARCEL SIX:

The East half of the Southwest quarter of Section 20; the Northeast quarter of the Northwest quarter
of
Section 29, Township 20 North, Range 6 West, M.D.M.

Exhibit A (Legal Description)

(038117TO.PFD/038117TO/36)



Escrow No.: 038117TO
Title Order No.: 54508

EXHIBIT "A"
(Continued)

PARCEL SEVEN:

Lot 10; the West half of the Southwest quarter of Section 5; and the South half of the Southwest quarter of Section 8, Township 19 North, Range 6 West and the West half of the Southwest quarter of Section 32, Township 20 North, Range 6 West, M.D.M.

PARCEL EIGHT:

Lots 3 and 11 and the Northeast quarter of the Southwest Quarter of Section 5, Township 19 North, Range 6 West, Mount Diablo Meridian.

The East half of the Southwest quarter of Section 29 and the East half of the Northwest quarter of Section 32, Township 20 North, Range 6 West, Mount Diablo Meridian.

APN: 018-150-001-9;018-150-009-9;018-160-001-9;018-160-004-9;018-160-020-0;018-170-002-0;
018-170-003-0;018-170-007-0;018-170-008-0;018-170-009-9;018-170-016-0;018-170-018-0;
018-170-020-0;018-170-022-0;018-180-004-9;018-180-009-9;018-190-001-9;018-190-004-0;
022-090-014-0;022-090-029-0;022-100-004-0;022-100-007-0;022-100-008-0;022-100-015-0;
022-100-017-0;022-100-019-0;022-100-021-0



RECORDED IN OFFICIAL RECORDS
OF GLENN COUNTY, CALIFORNIA
AT THE REQUEST OF
MILTON E. WALKER, COUNTY CLERK
FEB 28 3 24 PM '78
BOOK 625 PAGE 213
JAMES A. DUNN
COUNTY RECORDER

938

LAND USE CONTRACT

THIS CONTRACT, made and entered into this 14th day
of February 1978,
BY AND BETWEEN

FEE \$ 14.00 78

Craig Owens & Maxine Owens
Hereinafter referred to as OWNER

AND

COUNTY OF GLENN, a political sub-
division of the State of California,
hereinafter referred to as COUNTY,

WITNESSETH THAT:

(a) WHEREAS, OWNER possesses certain real property situate in the
COUNTY OF GLENN, STATE of CALIFORNIA, which property is presently
devoted to agriculture and uses compatible to agriculture and is
generally described in a description of said land as prepared by
a reputable title office, is set forth in Exhibit "A" attached
hereto;

and

(b) WHEREAS, said property is located within the boundaries of an
agricultural preserve established by COUNTY pursuant to California
Government Code Sections 51201(d) and 51242 and COUNTY Resolution
No. 78-11 and is generally described in Exhibit "B" attached
hereto; and

(c) WHEREAS, both OWNER AND COUNTY desire to limit the use of said
property to agriculture and uses compatible to agriculture in order
to deter and discourage its premature conversion to urban use,
recognizing that such land has substantial value to the public as
open space and that the preservation of such land in agriculture
production constitutes an important physical, social, aesthetic, and
economic asset to COUNTY to maintain the agricultural economy of
COUNTY and the State of California; and

(d) WHEREAS, both parties have determined that the highest and best
use of the herein described land is agriculture. Both the OWNER and

23 - 660, 661, 664, 665
25 - 862, 869, 870, 873, 874 -1-
BOOK 625 PAGE 213

COUNTY desire to limit the use of said land for the purpose of agricultural pursuits and compatible uses thereto, and subject to the conditions, terms, and restrictions set forth in this Contract and in the California Land Conservation Act of 1965, as amended; and

(e) WHEREAS, the OWNER desires to have the benefits of Article XXVIII of the California Constitution and of Sections 421 through 429, inclusive, of the Revenue and Taxation Code and other provisions of law relating to the valuation and assessment of open-space land subject to enforceable restrictions, as are now or may be from time to time in effect;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. TERM OF CONTRACT; AUTOMATIC EXTENSION; NOTICE OF INTENT NOT TO RENEW:

(a) This Contract shall be effective as of the 1st day of March next succeeding the date of this Contract, to wit, the date which is first mentioned herein, and shall remain in effect for an initial term of ten (10) years from and including such date and during renewals of this Contract.

(b) Each 1st day of March of each year during which this Contract shall be in effect shall be deemed to be the annual renewal date of this Contract, as mentioned in Sections 51244 and 51245 of the Act. On said annual renewal date a year shall be added automatically to the initial term aforementioned, and the term of this Contract shall be thereby renewed and extended, unless notice of nonrenewal has been given as provided in Section 51245 of the Act. Said notice of nonrenewal shall be served by OWNER at least 90 days prior to the renewal date, or by COUNTY at least 60 days prior to the renewal date.

(c) If the COUNTY or OWNER gives notice of intent in any year not to renew this Contract, the Contract shall remain in effect for the balance of the term or extended term remaining since the original execution or the last renewal of the Contract, as the case may be.

2. CONTRACT MADE PURSUANT TO LAND CONSERVATION ACT:

This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200) sometimes referred to herein as the "Land Conservation Act" or "Act", and is subject to all of the provisions thereof.

3. ENFORCEABLE RESTRICTION:

(a) It is mutually agreed that this Contract is and shall be an enforceable restriction within the meaning and for the purposes of Article XVIII of the Constitution of the State of California, said Land Conservation Act, and said Sections 421 through 429, inclusive, of the Revenue and Taxation Code as are now or may be from time to time in effect; and it is contemplated that this Contract shall be enforced and administered by the County in such a manner as to accomplish the purposes of said Article of the California Constitution and the aforementioned statutes.

(b) It is mutually understood that the COUNTY may bring any action in court necessary to enforce this Contract, including, but not limited to, an action to enforce this Contract by specific performance of injunction.

4. CONTRACT MADE IN CONFORMITY WITH UNIFORM RULES ADOPTED BY COUNTY:

(a) This Contract is also made and entered into pursuant to the provisions of the Uniform Rules adopted by the Board of Supervisors of the COUNTY governing the administration of agricultural preserves, including but not confined to the land use restrictions and enumeration and definition of compatible uses therein contained.

(b) It is expressly understood and agreed that during the term of this Contract or any renewals thereof the Board of Supervisors of the County may add to those agricultural and compatible uses specified in the Resolution or Resolutions prescribing Uniform Rules governing the Administration of the agricultural preserve within which the land described in this Contract is located or may otherwise modify said Uniform Rules, provided, however, that the

subsequent elimination or reduction in scope of a compatible use which is so enumerated or defined, or the subsequent imposition of any land use restriction which is not set forth, in said Uniform Rules as of the date of this Contract, shall not be deemed to affect the land described in this Contract unless and except with the written consent of the OWNER.

(c) The Uniform Rules which are applicable to the agricultural preserve in which the land herein described is situated are incorporated herein by reference, including those Uniform Rules as are in effect at the date of this Contract and, subject to the limitations aforementioned in this Article, those amendments or additions thereto which may be subsequently adopted from time to time.

5. EXCLUSION OF USES OTHER THAN AGRICULTURAL AND COMPATIBLE USES:

(a) During the term of this Contract the above described land shall not be used for any purpose other than "an agricultural or compatible use" as the same is defined in the Glenn County Zoning Ordinance, Section 10, Sections 10.01 - 10.11, which is incorporated herein by reference, and in the aforementioned Uniform Rules for the agricultural preserve in which said land is situated.

(b) As used in this Contract, the following terms shall have these respective meanings:

(1) "Agricultural uses" shall mean the use of land for the purpose of producing and agricultural commodity for commercial purposes.

(2) "Agricultural commodity" shall mean any and all plant and animal products produced in this state for commercial purposes.

(3) "Compatible uses" shall mean those uses enumerated in the Uniform Rules, or as determined by the Land Conservation Act.

(4) "Uniform Rules" shall mean the Uniform Rules adopted by the Board of Supervisors of the County governing the administration of agricultural preserves, as more fully described in Article 4 hereinabove.

6. LIMITATION ON STRUCTURES:

During the terms of this Contract or any renewals thereof no structure shall be erected upon said land except such structures as may be directly related to agricultural uses and those uses compatible with agricultural uses.

7. EFFECT ON PLANNING AND ZONING POWERS:

It is mutually understood and agreed that neither the provisions of this Contract nor of any Uniform Rule adopted by the Board of Supervisors of the County shall in any manner affect, limit or supersede the planning and zoning powers of the County. It shall be further understood that, if necessary, all lands under the provisions of this Contract shall be rezoned in accord with County zoning regulations and County soils data. Said rezoning shall be initiated by OWNER at time of filing of this instrument with the COUNTY.

8. CONTRACT RUNS WITH LAND; EFFECT OF DIVISION OF LAND:

(a) All provisions of this Contract shall run with the land described herein.

(b) This Contract shall be binding upon, and inure to the benefit of, all successors in interest of the owner.

(c) Whenever land under this Contract is divided, the OWNER of any parcel of such divided land may exercise, independent of any other OWNER of any other portion of such divided land, any of the rights of the OWNER in the original Contract, including the right to give notice of nonrenewal and to petition for cancellation. The effect of any such action by the OWNER of a parcel created by such division of land under this Contract shall not be imputed to the OWNERS of the remaining parcels and shall have no effect on the Contract as it applies to the remaining parcels of the divided land.

9. ANNEXATION TO CITY:

In event of annexation by a city of any land under this Contract, such city shall succeed to all rights, duties and powers of the County under this Contract, except as otherwise provided in the Land Conservation Act.

10. OWNER TO FURNISH INFORMATION:

(a) OWNER agrees to furnish the COUNTY with such information as the COUNTY shall require in order to enable it to determine

the continuing eligibility of the land herein described with the respect to the terms of the Act, the provisions of this Contract, and under the Uniform Rules relating to the preserve in which said land is situated, from time to time when requested by the COUNTY.

(b) OWNER agrees to provide at his cost, and to submit with his application, a report from any local title company which includes the following information:

(1) Listing of all owners of record.

(2) Proper legal description of the property under application for inclusion within a preserve. (Assessor's parcel maps are to be attached to said legal description with all areas intended for application outlined in red pencil - two copies each.)

(c) OWNER agrees that a copy of this Contract shall be recorded by the COUNTY OF GLENN and agrees to properly acknowledge all signatures required of owner herein for such recording purpose.

11. WAIVER OF PAYMENTS:

OWNER hereby waives any obligation of COUNTY to make any payments to OWNER under this Contract and OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to OWNER as a result of the effect on the method of determining the assessed value of land described herein and any reduction therein due to the imposition of the limitations on its use contained in this Contract.

12. CANCELLATION:

This Contract may only be cancelled in accordance with the provisions of Sections 51280-51285 of the Act.

13. EFFECT OF REMOVAL OF LAND FROM AGRICULTURAL PRESERVE.

It is agreed that removal of any land under this Contract from an agricultural preserve shall be equivalent of notice of non-renewal by the COUNTY, for the purposes of Section 426 of the Revenue and Taxation Code, as now in effect or as it may from time to time be amended, and applicable provisions of the Land Conservation Act.

14. EFFECT OF EMINENT DOMAIN OR OTHER ACQUISITION OF LAND:

(a) When any action in eminent domain for the condemnation of the fee title of the entire parcel of land herein described is filed, or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or person or whenever there is any such action or acquisition by the federal government or any person, instrumentality or agency acting under authority or power of the federal government, this Contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and upon the termination of such a proceeding, this Contract shall be null and void for all land actually taken or acquired.

(b) When such an action to condemn or acquire less than all the entire parcel land herein described is commenced, this Contract shall be deemed null and void as to the land actually so condemned or acquired.

(c) The land actually taken by the means aforementioned in this Article shall be removed from this Contract. Under no circumstances shall land be removed from this Contract that is not actually taken by the means aforementioned, except as otherwise provided in the Land Conservation Act, as now in effect or as it may from time to time be amended.

15. INCORPORATION OF PROVISIONS OF ACT BY REFERENCE; SUBSEQUENT AMENDMENTS:

(a) The provisions of the Land Conservation Act, including any amendments enacted on or before the date of this Contract, are incorporated herein and made a part of this Contract by reference, and all of the provisions of this Contract shall be subordinate thereto and construed harmoniously therewith.

(b) Any provision contained in any amendments to the Land Conservation Act enacted from time to time subsequent to the date of this Contract and which is procedural or remedial in effect shall also be deemed incorporated herein and made a part of this Contract by reference.

(c) Any provision contained in any amendments to the Land Conservation Act enacted from time to time subsequent to the date of

this Contract which has the effect of altering a substantive right or obligation of the Contract shall not be deemed incorporated herein, unless with the mutual consent of the parties hereto or unless otherwise provided in this Contract. Such substantive right or obligation shall include, but is not limited to, the following: increasing or decreasing the term of the Contract; eliminating or altering the right to or grounds for nonrenewal or cancellation of the Contract; or eliminating, adding, or modifying any land use restriction or compatible use of land.

(d) Any provision of any amendments to the Land Conservation Act enacted from time to time subsequent to the date of this Contract which is incorporated by reference herein as provided in this Article shall be substituted in place of any corresponding provision of this Contract and all other provisions of this Contract shall be construed harmoniously therewith.

(e) In event any sections of the Land Conservation Act referred to herein are renumbered, any references to sections herein shall be deemed renumbered accordingly.

16. AMENDMENT BY MUTUAL AGREEMENT:

This Contract may be amended at any time and from time to time by mutual agreement in writing of the parties hereto endorsed hereon or attached hereto, subject to any express provisions to the contrary contained in this Contract or in the Land Conservation Act.

17. NOTICES, MANNER OF GIVING:

(a) Notices to be given to OWNER pursuant to this Contract, or as may otherwise be required by law in connection with the administration of this Contract, may be sent by first-class United States Mail addressed to OWNER at the address shown below OWNER'S signature hereinbelow, and the OWNER expressly waives any other method of giving notice to him.

(b) Notices to be given to COUNTY pursuant to this Contract may be sent by first-class United States Mail addressed to Board of Supervisors, COUNTY OF GLENN, Court House, Willows, California.

(c) Such notices may also be given by one party to the other by personal service.

(d) By means mentioned in this Article a party may give

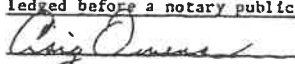
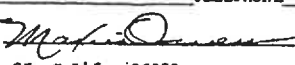
to the other notice of a new address, after which notices to be given to such party shall be sent by the means indicated in this Article to such party at such new address.

18. HOLD HARMLESS CLAUSE:

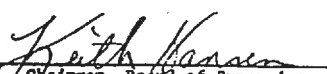
I declare, as OWNER, under penalty of perjury, that the persons signatory to this Contract, are the only landowners of the property referred to herein, and I agree to hold the COUNTY harmless from any loss caused by priority claims of other landowners or security holders.

IN WITNESS WHEREOF, the undersigned parties have executed the within contract the day and year first above written.


OWNER (OWNERS)

NAME (Print or type)	SIGNATURE (All to be acknowledged before a notary public)	Date
Craig Owens		10-26-77
ADDRESS Rt. 3, Box 3820, Red Bluff, Calif. 96080	TELEPHONE 916-527-1061	
Maxine Owens		10-26-77
ADDRESS Rt. 3, Box 3820, Red Bluff, Calif. 96080	TELEPHONE 916-527-1061	
ADDRESS _____	TELEPHONE _____	
ADDRESS _____	TELEPHONE _____	

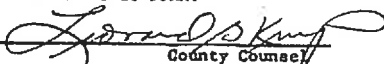
COUNTY OF GLENN

By 
Chairman, Board of Supervisors

ATTEST:
MILTON E. WALKER
County Clerk and ex-Officio
Clerk of the Board of Supervisors.

By 
Deputy

APPROVED AS TO FORM:


County Counsel

ACKNOWLEDGMENTS

Owner or Owners

STATE OF CALIFORNIA)) ss.
 County of Glenn)

On this 26th day of October, 19 77 before
 me, Patricia A. Montz, a Notary Public, State
 of California, duly commissioned and sworn, personally appeared Craig Owens
& Maxine Owens

Known to me to be the persons _____ whose names are subscribed to the
 within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
 seal in the County of Glenn the day and year in the certificate
 first above written.



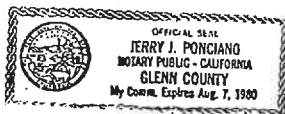
Patricia A. Montz
 NOTARY PUBLIC, STATE OF CALIFORNIA

COUNTY OF GLENN

STATE OF CALIFORNIA)) ss.
 County of Glenn)

On the 14th day of February 19 78, before me _____
Jerry J. Ponciano, a Notary Public in and for the
 said County, duly commissioned and sworn, personally appeared _____
Keith Hansen, known to me to be the Chairman of the Board of
 Supervisors of the Political Subdivision that executed the within and foregoing
 instrument, and to be the person who executed the said instrument on behalf of
 said Political Subdivision therein named, and acknowledged to me that such
 Political Subdivision executed the within instrument pursuant to an order of
 its Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
 seal; in the County of Glenn, the day and year in this certificate first above
 written.



Jerry J. Ponciano
 NOTARY PUBLIC, STATE OF CALIFORNIA

APPLICATION NO. 8-184

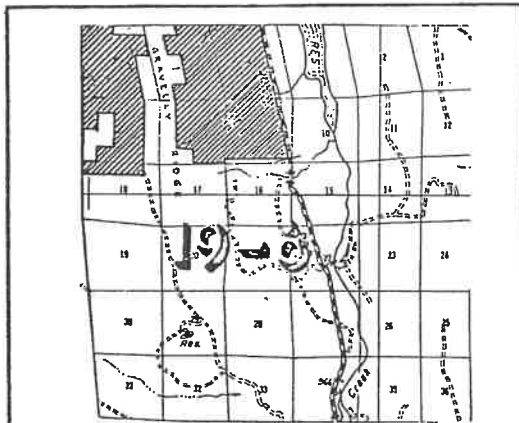
"EXHIBIT A"

The South half of the Northeast quarter, and the West half of the Southeast quarter of Section 20; the Northwest quarter of the Northwest quarter of Section 28; the West half of the Northeast quarter, the Northeast quarter of the Northeast quarter and the Southeast quarter of Section 29; the East half and the East half of the Southwest quarter of Section 32; the South one-half of the North one-half of the Northwest quarter, the Southwest quarter of the Northwest quarter, the West one-half of the Southeast quarter and the Southwest quarter of Section 33, all in Township 20 North, Range 6 West, M. D. B. & M.

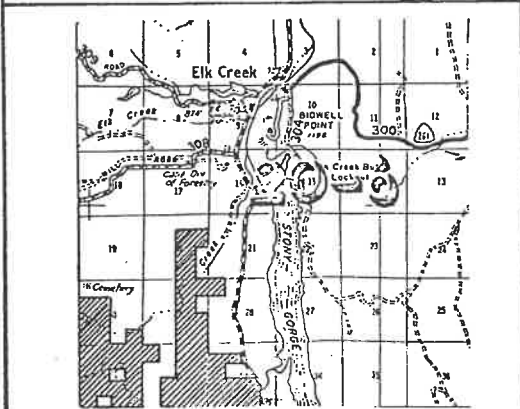
All of Lots 2, 3, 4, 5 and the West half of Lots 6, and 7, all of Lot 8 and the West half of the Southeast quarter and the Southwest quarter of Section 4, all of Lot 1, the East half of Lot 5, all of Lots 6 and 7; the Southeast quarter of the Southwest quarter, the West half of the Southeast quarter; the East half of the Southeast quarter and Lot 2 of Section 5; the Northeast quarter and the East half of the Southeast quarter, the East half of the Northwest quarter, the Northeast quarter of the Southwest quarter and the West half of the Southeast quarter of Section 8; the West half of the Northeast quarter, the Southeast quarter of the Northeast quarter, also all that portion of the Northeast quarter of the Northeast quarter lying West of the County Road as described in the Deed executed by Clair M. Spurlock, et ux to County of Glenn and recorded in Book 155 of Official Records, at page 274, containing 5.77 acres, more or less, the Northwest quarter, the North half of the South half, the North half of the South half of the South half and the North half of the South half of the South half of Section 9; all in Township 19 North, Range 6 West, Mount Diablo Base and Meridian. EXCEPTING from the East half of the East half of said Section 9; Township 19 North, Range 6 West. that portion lying East of the County Road, said road described in the Deed from Warren Davis, et ux to County of Glenn and recorded in Book 155 of Official Records, at page 278.

APPLICATION NO. 8-184

"EXHIBIT B"



OFFICIAL MAP OF AGRICULTURAL PRESERVE NO. 19-6 FILED IN BOOK 1, "MAPS OF AGRICULTURAL PRESERVES" AT PAGE 237



OFFICIAL MAP OF AGRICULTURAL PRESERVE NO. 20-6 FILED IN BOOK 1, "MAPS OF AGRICULTURAL PRESERVES" AT PAGE 244

The United States of America,

To all to whom these presents shall come, Greeting:

CERTIFICATE)

No. 7538.)

California

Whereas John Franklin Sly of Colusa County

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Marysville California whereby it appears that full payment has been made by the said John Franklin Sly

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," ~~and~~ and the acts supplemental thereto, for the west half of the south-east quarter of section four, in township nineteen north, of range six west of Mount Diablo Meridian in California, containing eighty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said John Franklin Sly

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said John Franklin Sly

and to his heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said John Franklin Sly

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, J. Chester A. Arthur, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the twentieth day of February, in the year of our Lord one thousand eight hundred and eighty-two, and of the Independence of the United States the one hundred and eight.



BY THE PRESIDENT:

Chester A. Arthur

By

M^r. H. Cook, Secretary.

S. M. Clark

Recorder of the General Land Office.

of Apr. 11/91

The United States of America,

To all to whom these presents shall come, Greeting:

CERTIFICATE)

No. 6501)

~~Whereas~~ *Jacob Schneider of Colusa County California*

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Marysville California whereby it appears that full payment has been made by the said Jacob Schneider

according to the provisions of the

Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the Acts supplemental thereto for the Lot numbered seven of the North East quarter and the East half of the South East quarter of Section four in Township number North of Range six West Mount Diablo Meridian in the District of Lands subject to sale at Marysville California containing one hundred and eighty acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Jacob Schneider

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said *Jacob Schneider*

and to his heirs, the said Tract above described: **To have and to hold** the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, therunto belonging, unto the said *Jacob Schneider*

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, *J. Rutherford B. Hayes*, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the *fifteenth* day of *May*, in the year of our Lord one thousand eight hundred and *seventy seven*, and of the Independence of the United States the one hundred and *zero*



BY THE PRESIDENT:

R. B. Hayes

By *D. D. Lewis*, Secretary.

S. M. Clark, Recorder of the General Land Office.

The United States of America,

To all to whom these presents shall come, Greeting:

CERTIFICATE

No. 7382
California

Whereas Hugh Nelson of Colusa County

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Marysville, California, whereby it appears that full payment has been made by the said

Hugh Nelson

according to the provisions of the

Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the lot numbered one, and the east half of the lot numbered six, of section five, and the west half of the lot numbered six, and the lots numbered two, three and four, of section four in Township sixteen north of range six west, of Mount Diablo Meridian in California, containing one hundred and fifty-two acres, and seven hundredths of an acre.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Hugh Nelson

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Hugh Nelson

and to his heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, therunto belonging, unto the said Hugh Nelson

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, J. James A. Garfield, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the twentieth day of August, in the year of our Lord one thousand eight hundred and eighty-one, and of the Independence of the United States the one hundred and sixteenth



BY THE PRESIDENT: James A. Garfield
By: S.M. Clark, Secretary
S.M. Clark, Recorder of the General Land Office.

The United States of America,

To all to whom these presents shall come, Greeting:

CERTIFICATE

No. 6316

Whereas Hugh Nelson of Colusa County California

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Marysville California whereby it appears that full payment has been made by the said Hugh Nelson

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for the Lots numbered five and eight of the North-west quarter of Section four in Township nineteen North of Range six West Mount Diablo Meridian in the District of lands subject to sale at Marysville California containing One hundred and sixty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Hugh Nelson

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Hugh Nelson

and to his heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Hugh Nelson

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, Ulysses S. Grant, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the twentieth day of September, in the year of our Lord one thousand eight hundred and seventy eight, and of the Independence of the United States one hundred and first



BY THE PRESIDENT: U. S. Grant
By Wm. D. Cook, C. E. & Co., Secretary.
B. M. Clark, Recorder of the General Land Office.

The United States of America,

To all to whom these presents shall come, Greeting:

CERTIFICATE

No. 6437

Witness Joshua D. Lord of Colusa County

had deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Marysville California, whereby it appears that full payment has been made by the said

Joshua D. Lord according to the provisions of the Act of Congress of the 24th of April 1850 entitled "An Act making further provision for the sale of the Public Lands," in the South West quarter of Section five, in Township nineteen North of Range six West of Mount Diablo Meridian in the District of California subject to sale at Marysville California, containing one hundred and fifty Acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Joshua D. Lord

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Joshua D. Lord

and to his heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said

Joshua D. Lord and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, J. M. McKim, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the 11th day of December, in the year of our Lord one thousand eight hundred and seventy six, and of the Independence of the United States the one hundred and first.



BY THE PRESIDENT:

J. M. McKim

By S. M. Clark, Recorder of the General Land Office.

TIMIOS

PRELIMINARY REPORT

To:

NEW GEN ENGINEERING GROUP
PO BOX 21687
BAKERSFIELD, CA 93390
ATTN: JULIE GREEN

Title Officer:

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

ESCROW NO: 71-00237520

Property Address:

MULTIPLE APN'S
ELK CREEK, CA, 95939

Title No:

71-00237519

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 STANDARD OWNER'S POLICY 2006

ALTA LOAN POLICY 2006

Issued by: FIRST AMERICAN TITLE INSURANCE COMPANY

Dated as of: Mar 28, 2024 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:

MILANO LAND & CATTLE CO, LLC

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. PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2023-2024.

1 ST INSTALLMENT:	\$156.72	PAID 11/07/2023
2 ND INSTALLMENT:	\$156.72	PAID 11/07/2023
ASSESSMENT NO.:	022-090-014-000	
1 ST INSTALLMENT:	\$466.94	PAID 11/07/2023
2 ND INSTALLMENT:	\$466.94	PAID 11/07/2023
ASSESSMENT NO.:	022-090-029-000	
1 ST INSTALLMENT:	\$233.15	PAID 11/07/2023
2 ND INSTALLMENT:	\$233.15	PAID 11/07/2023
ASSESSMENT NO.:	022-100-015-000	
1 ST INSTALLMENT:	\$381.31	PAID 11/07/2023
2 ND INSTALLMENT:	\$381.31	PAID 11/07/2023
ASSESSMENT NO.:	022-100-004-000	
1 ST INSTALLMENT:	\$466.94	PAID 11/07/2023
2 ND INSTALLMENT:	\$466.94	PAID 11/07/2023
ASSESSMENT NO.:	022-100-021-000	
1 ST INSTALLMENT:	\$466.94	PAID 11/07/2023
2 ND INSTALLMENT:	\$466.94	PAID 11/07/2023
ASSESSMENT NO.:	022-100-019-000	
1 ST INSTALLMENT:	\$496.67	PAID 11/07/2023
2 ND INSTALLMENT:	\$496.67	PAID 11/07/2023
ASSESSMENT NO.:	022-100-007-000	
1 ST INSTALLMENT:	\$466.94	PAID 11/07/2023
2 ND INSTALLMENT:	\$466.94	PAID 11/07/2023
ASSESSMENT NO.:	022-100-017-000	
1 ST INSTALLMENT:	\$381.31	PAID 11/07/2023
2 ND INSTALLMENT:	\$381.31	PAID 11/07/2023
ASSESSMENT NO.:	022-100-008-000	
1 ST INSTALLMENT:	\$863.62	PAID 11/07/2023
2 ND INSTALLMENT:	\$863.62	PAID 11/07/2023
ASSESSMENT NO.:	018-180-004-000	
1 ST INSTALLMENT:	\$94.58	PAID 11/07/2023
2 ND INSTALLMENT:	\$94.58	PAID 11/07/2023
ASSESSMENT NO.:	018-170-018-000	
1 ST INSTALLMENT:	\$425.45	PAID 11/07/2023
2 ND INSTALLMENT:	\$425.45	PAID 11/07/2023
ASSESSMENT NO.:	018-170-002-000	
1 ST INSTALLMENT:	\$233.15	PAID 11/07/2023
2 ND INSTALLMENT:	\$233.15	PAID 11/07/2023
ASSESSMENT NO.:	018-170-016-000	
1 ST INSTALLMENT:	\$700.75	PAID 11/07/2023
2 ND INSTALLMENT:	\$700.75	PAID 11/07/2023
ASSESSMENT NO.:	018-170-015-000	

1ST INSTALLMENT:	\$233.15	PAID 11/07/2023
2ND INSTALLMENT:	\$233.15	PAID 11/07/2023
ASSESSMENT NO.:	018-170-022-000	
1ST INSTALLMENT:	\$430.98	PAID 11/07/2023
2ND INSTALLMENT:	\$430.98	PAID 11/07/2023
ASSESSMENT NO.:	018-170-007-000	
1ST INSTALLMENT:	\$466.94	PAID 11/07/2023
2ND INSTALLMENT:	\$466.94	PAID 11/07/2023
ASSESSMENT NO.:	018-170-020-000	
1ST INSTALLMENT:	\$1,232.87	PAID 11/07/2023
2ND INSTALLMENT:	\$1,232.87	PAID 11/07/2023
ASSESSMENT NO.:	018-170-003-000	
1ST INSTALLMENT:	\$515.79	PAID 11/07/2023
2ND INSTALLMENT:	\$515.79	PAID 11/07/2023
ASSESSMENT NO.:	018-170-008-000	
1ST INSTALLMENT:	\$49.29	PAID 11/07/2023
2ND INSTALLMENT:	\$49.29	PAID 11/07/2023
ASSESSMENT NO.:	018-170-009-000	
1ST INSTALLMENT:	\$44.35	PAID 11/07/2023
2ND INSTALLMENT:	\$44.35	PAID 11/07/2023
ASSESSMENT NO.:	018-150-001-000	
1ST INSTALLMENT:	\$1,275.80	PAID 11/07/2023
2ND INSTALLMENT:	\$1,275.80	PAID 11/07/2023
ASSESSMENT NO.:	018-180-009-000	
1ST INSTALLMENT:	\$277.80	PAID 11/07/2023
2ND INSTALLMENT:	\$277.80	PAID 11/07/2023
ASSESSMENT NO.:	018-190-001-000	
1ST INSTALLMENT:	\$75.33	PAID 11/07/2023
2ND INSTALLMENT:	\$75.33	PAID 11/07/2023
ASSESSMENT NO.:	018-190-004-000	
1ST INSTALLMENT:	\$196.49	PAID 11/07/2023
2ND INSTALLMENT:	\$196.49	PAID 11/07/2023
ASSESSMENT NO.:	018-160-001-000	
1ST INSTALLMENT:	\$37.77	PAID 11/07/2023
2ND INSTALLMENT:	\$37.77	PAID 11/07/2023
ASSESSMENT NO.:	018-160-020-000	
1ST INSTALLMENT:	\$273.67	PAID 11/07/2023
2ND INSTALLMENT:	\$273.67	PAID 11/07/2023
ASSESSMENT NO.:	018-160-004-000	
1ST INSTALLMENT:	\$318.08	PAID 11/07/2023
2ND INSTALLMENT:	\$318.08	V
ASSESSMENT NO.:	018-150-009-000	

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 ELK CREEK SOIL CONSERVATION DISTRICT AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF
4. THE LAND HEREIN DESCRIBED LIES WITHIN STONYFORD RECREATION DISTRICT AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF. (AFFECTS PORTIONS OF PARCELS 1, 2, 3, 4 AND 5)
5. THIS REPORT DOES NOT VOUCH FOR NOR COVER THE LOCATION OF THE ELK CREEK STONYFORD COUNTY ROAD AS REFERRED TO IN THE LEGAL DESCRIPTION CONTAINED HEREIN.
6. EASEMENT AND RIGHT OF WAY FOR PUBLIC HIGHWAY OVER AND ACROSS A PORTION OF PARCEL HEREINAFTER DESCRIBED AS CONVEYED BY WARREN DAVIS AND CLARYS DAVIS, HIS WIFE TO COUNTY OF GLENN, BY DEED DATED APRIL 5, 1943 AND RECORDED APRIL 6, 1943 IN BOOK 155 OF OFFICIAL RECORDS, AT PAGE 278, WHICH CONTAINS A REVERSIONARY CLAUSE IN FAVOR OF GRANTORS IF SAID EASEMENT CEASES TO BE USED AS A PUBLIC HIGHWAY. (AFFECTS SECTIONS 4 AND 9, TOWNSHIP 19 NORTH, RANGE 6 WEST, M.D.B.&M.)
7. RESERVATION CONTAINED IN THE DEED FROM GRACE MARIE FORGUE FORMERLY GRACE MARIE VATER TO ALBERT ROY SOETH ET UX DATED SEPTEMBER 17, 1959 AND RECORDED SEPTEMBER 22, 1959 IN BOOK 390 OF OFFICIAL RECORDS, AT PAGE 446. (AFFECTS AN UNDIVIDED ONE-HALF INTEREST IN PARCEL 1 AND AN UNDIVIDED 17/36TH INTEREST IN PARCEL 2).
8. EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES EXECUTED BY ALBERT ROY SOETH AND MARY A. SOETH, HIS WIFE TO COUNTY OF GLENN, DATED JULY 13, 1964 AND RECORDED OCTOBER 9, 1964 IN BOOK 470 OF OFFICIAL RECORDS, AT PAGE 612. (AFFECTS PORTION OF SECTIONS 9 AND 16 T19N/R6W).
9. LICENSE FOR DIVERSION AND USE OF WATER FROM THE STATE WATER RIGHTS BOARD TO ALBERT R. SOETH, DATED APRIL 7, 1967 AND RECORDED APRIL 11, 1967 IN BOOK 499 OF OFFICIAL RECORDS, AT PAGE 358. (AFFECTS PORTION OF SECTION 16 AND 27).
10. LICENSE FOR DIVERSION AND USE OF WATER FROM THE STATE WATER RIGHTS BOARD TO ALBERT R. SOETH, DATED APRIL 7, 1967 AND RECORDED APRIL 11, 1967 IN BOOK 499 OF OFFICIAL RECORDS, AT PAGE 361. (AFFECTS PORTION OF THE SE ¼ OF SECTION 28).
11. LICENSE FOR DIVERSION AND USE OF WATER, STATE WATER RIGHTS BOARD TO JOHN A. THOMPSON, JR. AND PAULI S. THOMPSON, DATED APRIL 10, 1967 AND RECORDED APRIL 12, 1967 IN BOOK 499 OF OFFICIAL RECORDS, AT PAGE 392. (AFFECTS PORTION OF SECTION 20 AND 32, T20N, R6W).
12. LICENSE FOR DIVERSION AND USE OF WATER, STATE WATER RIGHTS BOARD TO JOHN A. THOMPSON, JR. AND PAULI S. THOMPSON, DATED APRIL 10, 1967 AND RECORDED APRIL 12, 1967 IN BOOK 499 OF OFFICIAL RECORDS, AT PAGE 389. (AFFECTS PORTION OF SEC. 5 AND 8, T19N, R6W).
13. RIGHT OF WAY FOR ROAD AND THE RIGHT TO INSTALL AND MAINTAIN GATES AND INCIDENTAL PURPOSES AS CONVEYED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CALIFORNIA CORPORATION, BY INSTRUMENT RECORDED MAY 10, 1968 IN BOOK 508 OF OFFICIAL RECORDS, AT PAGE 169. (AFFECTS PORTION SECTION 33/T20N/R6W AND A PORTION OF SECTIONS 4 AND 8, T19N/R6W).

ASSIGNMENT OF COMMUNICATIONS SYSTEMS EASEMENTS, RIGHTS OF WAY AND LICENSES FROM THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CALIFORNIA CORPORATION TO AT&T COMMUNICATIONS OF CALIFORNIA, INC., A CALIFORNIA CORPORATION, DATED DECEMBER 27, 1983 AND RECORDED JANUARY 10, 1984 IN BOOK 738 OF OFFICIAL RECORDS, AT PAGE 129.
14. LAND USE CONTRACT BY AND BETWEEN ALBERT ROY SOETH AND MARY A. SOETH AND THE COUNTY OF GLENN, A POLITICAL SUBDIVISION, DATED MARCH 29, 1971 AND RECORDED APRIL 14, 1971 IN BOOK 534 OF OFFICIAL RECORDS, AT PAGE 464. (AFFECTS PARCELS 1, 2, 3 AND 4).
15. LICENSE FOR DIVERSION AND USE OF WATER FROM THE STATE WATER RESOURCES CONTROL BOARD TO ALBERT R. SOETH, DATED MAY 16, 1974 AND RECORDED MAY 20, 1974 IN BOOK 572 OF OFFICIAL RECORDS, AT PAGE 579. (AFFECTS PORTION OF THE SW ¼ OF SECTION 21).

16. EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES AS CONVEYED TO COUNTY OF GLENN BY INSTRUMENT RECORDED FEBRUARY 26, 1975 IN BOOK 582 OF OFFICIAL RECORDS, AT PAGE 494. (AFFECTS PORTION OF SECTION 33/T20N/R6W AND A PORTION OF SECTIONS 4 AND 9/T19N/R6W).
17. LICENSE FOR DIVERSION AND USE OF WATER FROM THE STATE WATER RESOURCES CONTROL BOARD TO ALBERT R. SOETH, DATED OCTOBER 18, 1974 AND RECORDED OCTOBER 21, 1974 IN BOOK 578 OF OFFICIAL RECORDS, AT PAGE 444. (AFFECTS PORTION OF SECTIONS 21 AND 28, T19N, R6W, M.D.B.&M)
18. LAND USE CONTRACT DATED FEBRUARY 14, 1978 BY AND BETWEEN CRAIG OWENS AND MAXINE OWENS, OWNERS AND THE COUNTY OF GLENN, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, RECORDED FEBRUARY 28, 1978 IN BOOK 625 OF OFFICIAL RECORDS, AT PAGE 213. (AFFECTS PARCEL 5)
19. RESERVATION OF LIFE ESTATE IN AND TO ALL OIL, GAS AND MINERAL RIGHTS TOGETHER WITH THE RIGHT TO REMOVE THE SAME AS CONTAINED IN DEED FROM ALBERT ROY SOETH AND MARY A. SOETH, HIS WIFE, TO CRAIG OWENS AND MAXINE OWENS, HIS WIFE, AS COMMUNITY PROPERTY, DATED OCTOBER 24, 1979 AND RECORDED NOVEMBER 19, 1979 IN BOOK 655 OF OFFICIAL RECORDS, AT PAGE 297.
20. EASEMENT FOR ROAD AND APPURTENANCES THERETO GRANTED TO THE COUNTY OF GLENN, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA RECORDED NOVEMBER 20, 1981, BOOK 695 OF OFFICIAL RECORDS, PAGE 261 AND TERMS AND CONDITIONS CONTAINED THEREIN. (AFFECTS PTN SECTIONS 4 AND 9, TOWNSHIP 19 NORTH, RANGE 6 WEST).
21. RIGHTS OF WAY FOR DITCHES AND CANALS AS CONTAINED IN THE PATENT FOR SAID LAND RECORDED SEPTEMBER 29, 1995 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 95-4564. (AFFECTS PARCEL 6)
22. RIGHTS OF WAY FOR DITCHES AND CANALS AS CONTAINED IN THE PATENT FOR SAID LAND RECORDED SEPTEMBER 29, 1995 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 95-4565. (AFFECTS PARCEL 7)
23. RIGHTS OF WAY FOR DITCHES AND CANALS AS CONTAINED IN THE PATENT FOR SAID LAND RECORDED DECEMBER 22, 1998 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 98-7099. (AFFECTS PARCEL 8)
24. THE EFFECT OF THE FOLLOWING: INDIVIDUAL GRANT DEED DATED NOVEMBER 27, 1973 EXECUTED BY ELBERT H. MENDENHALL AND DON S. MENDENHALL, ALSO KNOWN AS DONALD S. MENDENHALL AND GENEVIEVE E. MYERS, SONS AND DAUGHTERS OF ELSIE M. DANIELS TO ALBERT ROY SOETH RECORDED JANUARY 23, 1974 IN BOOK 568 OF OFFICIAL RECORDS, AT PAGE 227. (AFFECTS PARCEL 4)
25. THE EFFECT OF THE FOLLOWING: INDIVIDUAL GRANT DEED DATED NOVEMBER 27, 1973 EXECUTED BY JEAN LAW GRANT , DAUGHTER OF MARY ELIZABETH SOETH TO ALBERT ROY SOETH, RECORDED JANUARY 23, 1974 IN BOOK 568 OF OFFICIAL RECORDS, AT PAGE 226. (AFFECTS PARCEL 4)
26. AN EASEMENT DEED BY AND BETWEEN MILANO LAND & CATTLE CO. LLC, GRANTOR, AND PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, GRANTEE RECORDED MARCH 21, 2024 AS INSTRUMENT NO. 2024-0697 OF OFFICIAL RECORDS.
27. RIGHTS AND CLAIMS OF PARTIES IN POSSESSION.
28. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS ARE SHOWN BY THE PUBLIC RECORDS.
29. EVIDENCE MUST BE PROVIDED THAT THERE ARE NO COMMITMENT STATEMENTS IN EFFECT UNDER CIVIL CODE SECTION 850 ET SEQ. WITH RESPECT TO THE PROPERTY.

IN ORDER TO REMOVE THIS STATEMENT, THE LANDOWNER WILL NEED TO PROVIDE US WITH AN AFFIDAVIT STATING THAT THEY ARE NOT AWARE OF ANY RELEASE REPORTS OR COMMITMENT STATEMENTS WHICH HAVE BEEN ISSUED UNDER THIS STATUTE WITH RESPECT TO THE PROPERTY.

30. WITH RESPECT TO LIMITED LIABILITY COMPANY:
- A. A COPY OF ITS OPERATING AGREEMENT AND ANY AMENDMENTS THERETO;
 - B. IF IT IS A CALIFORNIA LIMITED LIABILITY COMPANY, THAT A CERTIFIED COPY OF ITS ARTICLES OF ORGANIZATION (LLC-1) AND ANY CERTIFICATE OF CORRECTION (LLC-11), CERTIFICATE OF AMENDMENT (LLC-2), OR RESTATEMENT OF ARTICLES OF ORGANIZATION (LLC-10) BE RECORDED IN THE PUBLIC RECORDS;
 - C. IF IT IS A FOREIGN LIMITED LIABILITY COMPANY, THAT A CERTIFIED COPY OF ITS APPLICATION FOR REGISTRATION (LLC-5) BE RECORDED IN THE PUBLIC RECORDS;
 - D. WITH RESPECT TO ANY DEED, DEED OF TRUST, LEASE, SUBORDINATION AGREEMENT OR OTHER DOCUMENT OR INSTRUMENT EXECUTED BY SUCH LIMITED LIABILITY COMPANY AND PRESENTED FOR RECORDATION BY THE COMPANY OR UPON WHICH THE COMPANY IS ASKED TO RELY, THAT SUCH DOCUMENT OR INSTRUMENT BE EXECUTED IN ACCORDANCE WITH ONE OF THE FOLLOWING, AS APPROPRIATE:
 - (I) IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES THROUGH OFFICERS APPOINTED OR ELECTED PURSUANT TO THE TERMS OF A WRITTEN OPERATING AGREEMENT, SUCH DOCUMENT MUST BE EXECUTED BY AT LEAST TWO DULY ELECTED OR APPOINTED OFFICERS, AS FOLLOWS: THE CHAIRMAN OF THE BOARD, THE PRESIDENT OR ANY VICE PRESIDENT, AND ANY SECRETARY, ASSISTANT SECRETARY, THE CHIEF FINANCIAL OFFICER OR ANY ASSISTANT TREASURER;
 - (II) IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES THROUGH A MANAGER OR MANAGERS IDENTIFIED IN THE ARTICLES OF ORGANIZATION AND/OR DULY ELECTED PURSUANT TO THE TERMS OF A WRITTEN OPERATING AGREEMENT, SUCH DOCUMENT MUST BE EXECUTED BY AT LEAST TWO SUCH MANAGERS OR BY ONE MANAGER IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES WITH THE EXISTENCE OF ONLY ONE MANAGER.
 - E. OTHER REQUIREMENTS WHICH THE COMPANY MAY IMPOSE FOLLOWING ITS REVIEW OF THE MATERIAL REQUIRED HEREIN AND OTHER INFORMATION WHICH THE COMPANY MAY REQUIRE.

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 INSURANCE CONTEMPLATED BY THIS TRANSACTION SHALL BE ISSUED IN FAVOR OF TBD ITS SUCCESSORS AND/OR ITS ASSIGNS IN THE AMOUNT OF \$.00 PURSUANT TO A DEED OF TRUST FROM MILANO LAND & CATTLE CO LLC , AND AN OWNER'S POLICY IN THE AMOUNT OF \$.00 PURSUANT TO A DEED EXECUTED BY**
- B. **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:**

NONETHE 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.

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA, COUNTY OF GLENN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF GLENN DESCRIBED AS FOLLOWS: PARCEL ONE: ALL THAT PORTION OF THE FOLLOWING DESCRIBED LAND LYING WEST OF THE ELK CREEK-STONYFORD COUNTY ROAD, TO WIT:

THE SOUTH HALF OF SECTION 27, THE EAST HALF OF SOUTHEAST QUARTER OF SECTION 28; ALL OF SECTION 16; THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15; THE EAST ONE-HALF OF SOUTHWEST QUARTER AND NORTH HALF OF SOUTHEAST QUARTER OF SECTION 21; THE WEST HALF OF SECTION 22; THE NORTHWEST QUARTER OF SECTION 27; THE NORTHEAST QUARTER AND EAST HALF OF NORTHWEST QUARTER OF SECTION 28; SOUTH HALF OF SOUTH HALF OF SOUTH HALF OF SOUTH HALF OF SECTION 9, ALL IN TOWNSHIP 19 NORTH, RANGE 6 WEST, MOUNT DIABLO BASE AND MERIDIAN.

ALSO ALL THE FOLLOWING DESCRIBED LAND:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 19 NORTH, RANGE 6 WEST, M. D. B. & M.

PARCEL TWO:

THE NORTH HALF AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 21, ALL IN TOWNSHIP 19 NORTH, RANGE 6 WEST, M. D. B. & M.

RESERVATION AND EXCEPTION OF AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND MINERALS AND OTHER HYDROCARBON SUBSTANCES FOR THE REMAINDER OF HER NATURAL LIFE, AS RESERVED IN THE DEED FROM GRACE MARIE FORGUE FORMERLY GRACE MARIE VATER TO ALBERT ROY SOETH AT UX DATED SEPTEMBER 17, 1959 AND RECORDED SEPTEMBER 22, 1959 IN BOOK 390 OF OFFICIAL RECORDS, AT PAGE 446. (AFFECTS PARCEL 1 ABOVE AND AN UNDIVIDED 17/36TH INTEREST OF PARCEL 2 ABOVE) (SAID PORTION AFFECTING PARCEL 1, IS AN UNDIVIDED ONE-HALF INTEREST)

PARCEL THREE:

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 9; AND THAT PORTION OF SECTION 16, ALL IN TOWNSHIP 19 NORTH, RANGE 6 WEST, LYING EAST OF THE ELK CREEK STONYFORD COUNTY ROAD.

PARCEL FOUR:

THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 6 WEST, M. D. B. & M.

EXCEPTING THEREFROM ALL THAT PORTION LYING EAST OF ELK CREEK-STONYFORD ROAD.

PARCEL FIVE:

THE SOUTH HALF OF THE NORTHEAST QUARTER, AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20. THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28; THE WEST HALF OF NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE

NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29; THE EAST ONE-HALF AND THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF NORTHWEST QUARTER, THE WEST ONE-HALF OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, ALL IN THE TOWNSHIP 20 NORTH, RANGE 6 WEST, M.D.B.&M.

ALL OF LOTS 2, 3, 4, 5 AND THE WEST HALF OF LOTS 6 AND 7, ALL OF LOT 8 AND THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 4, ALL OF LOT 1, THE EAST HALF OF LOT 5, ALL OF LOTS 6 AND 7; THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER; THE EAST HALF OF THE SOUTHEAST QUARTER AND LOT 2 OF SECTION 5; THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER, THE EAST HALF OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, THE WEST HALF OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, ALSO ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER LYING WEST OF THE COUNTY ROAD AS DESCRIBED IN THE DEED EXECUTED BY CLAIR M. SPURLOCK ET UX TO COUNTY OF GLENN AND RECORDED IN BOOK 155 OF OFFICIAL RECORDS, AT PAGE 274, CONTAINING 5.77 ACRES, MORE OR LESS, THE NORTHWEST QUARTER, THE NORTH HALF OF THE SOUTH HALF, THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF AND THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 9, ALL IN TOWNSHIP 19 NORTH, RANGE 6 WEST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING FROM THE EAST HALF OF THE EAST HALF OF SAID SECTION 9, TOWNSHIP 19 NORTH, RANGE 6 WEST. THAT PORTION LYING EAST OF THE COUNTY ROAD, SAID ROAD DESCRIBED IN THE DEED FROM WARREN DAVIS ET UX TO COUNTY OF GLENN AND RECORDED IN BOOK 155 OF OFFICIAL RECORDS, AT PAGE 278.

PARCEL SIX:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 6 WEST, M.D.M.

PARCEL SEVEN:

LOT 10; THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5; AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 6 WEST AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 6 WEST, M.D.M.

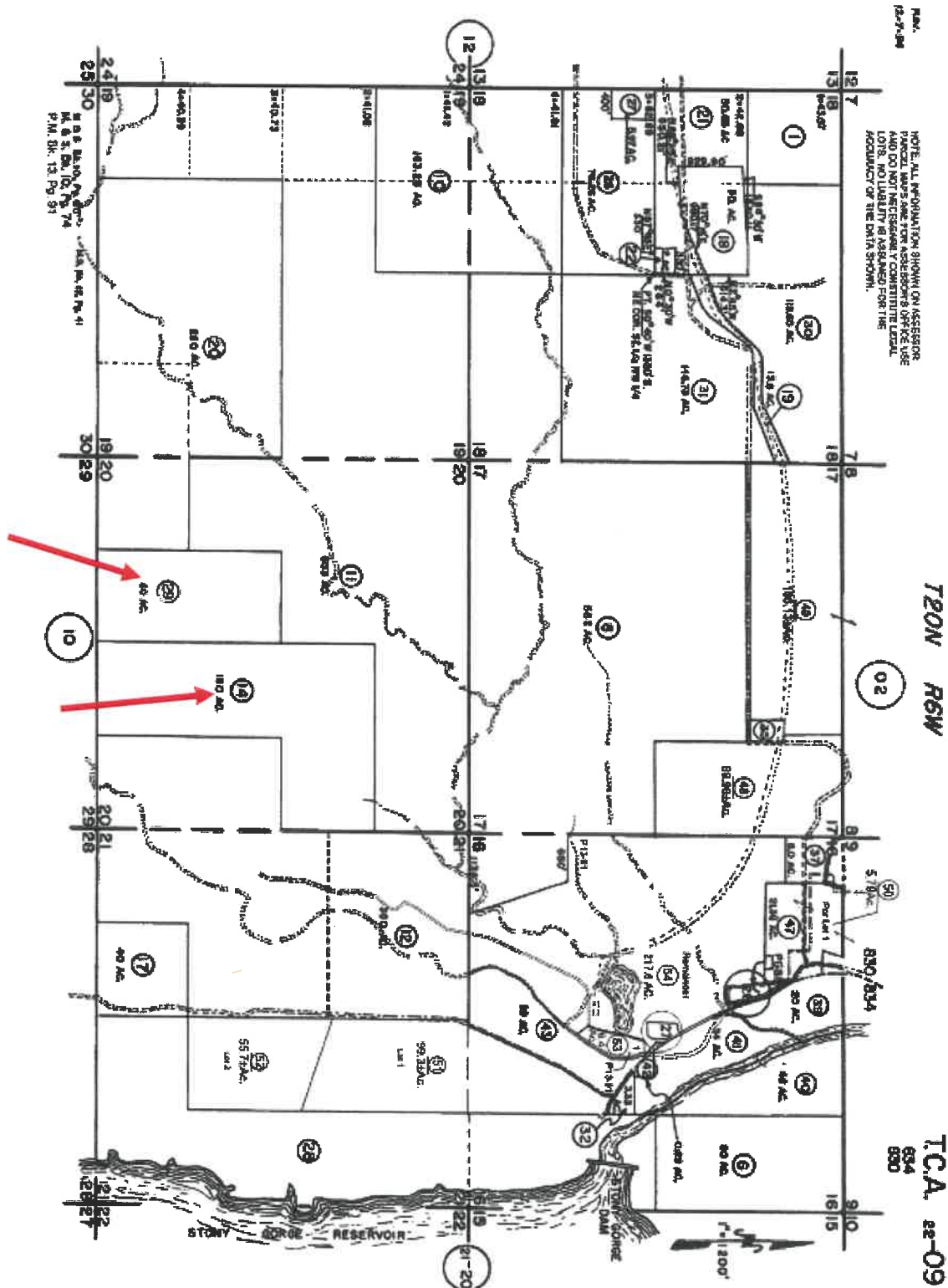
PARCEL EIGHT:

LOTS 3 AND 11 AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 6 WEST, MOUNT DIABLO MERIDIAN.

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 6 WEST, MOUNT DIABLO MERIDIAN.

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



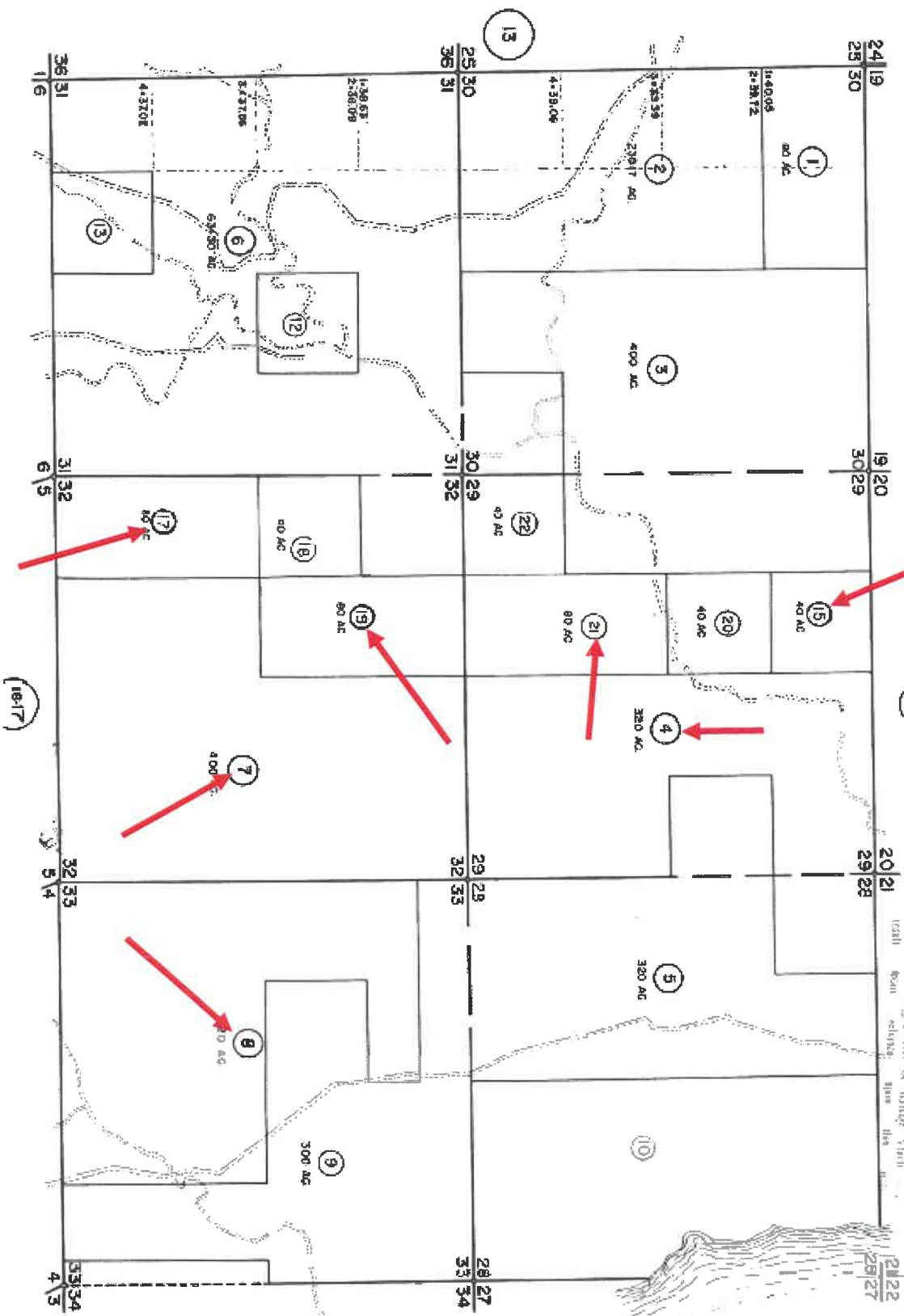
1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

T20N R6W

03

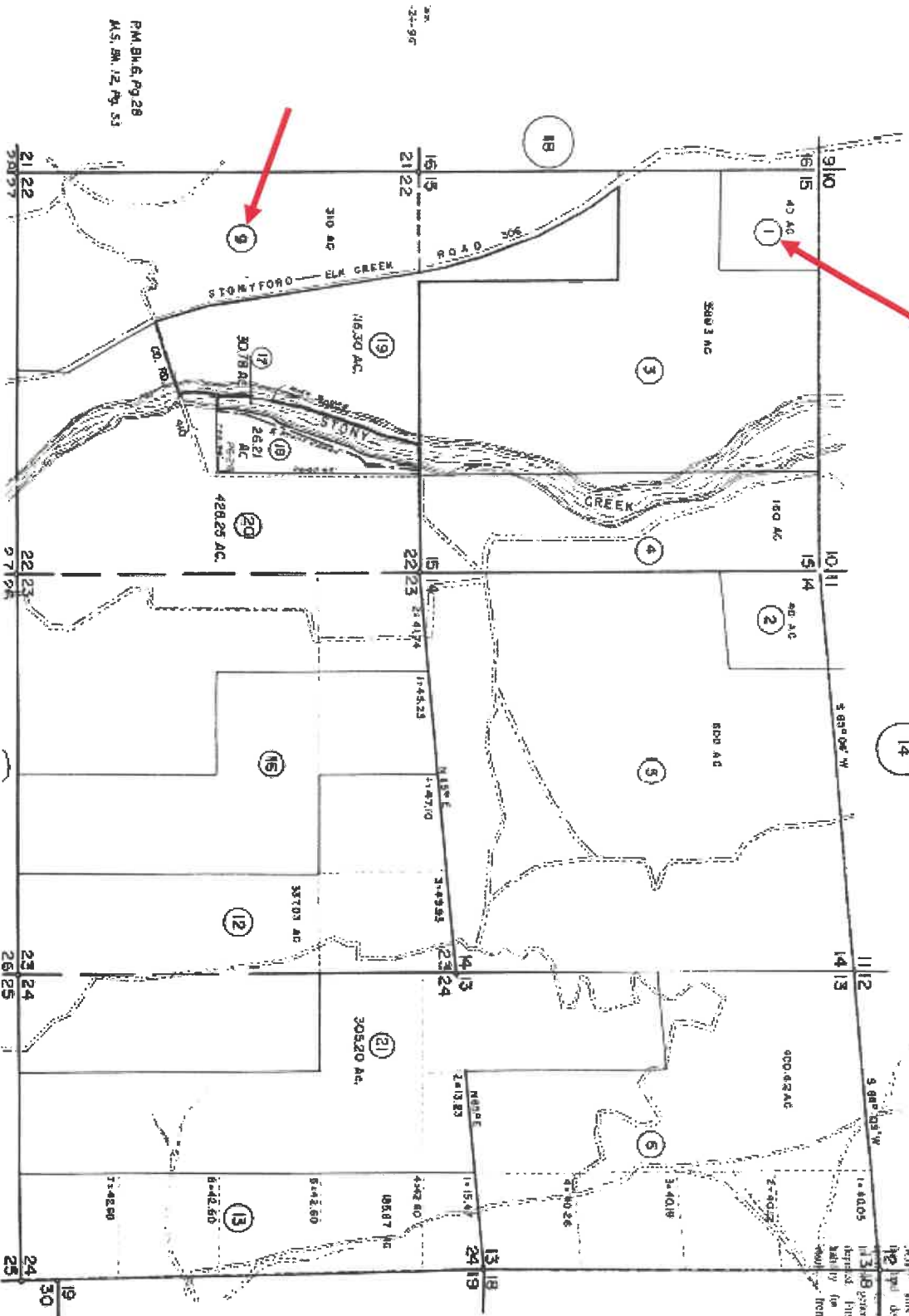
NOTE: This map may not be used as evidence in any legal proceeding. It is intended only for general reference of the land owner and should not be used as a basis for any legal action or claim. The accuracy of the information shown here is not guaranteed.

TCA 22-10
834



T719N R6W

TCA. 10-15

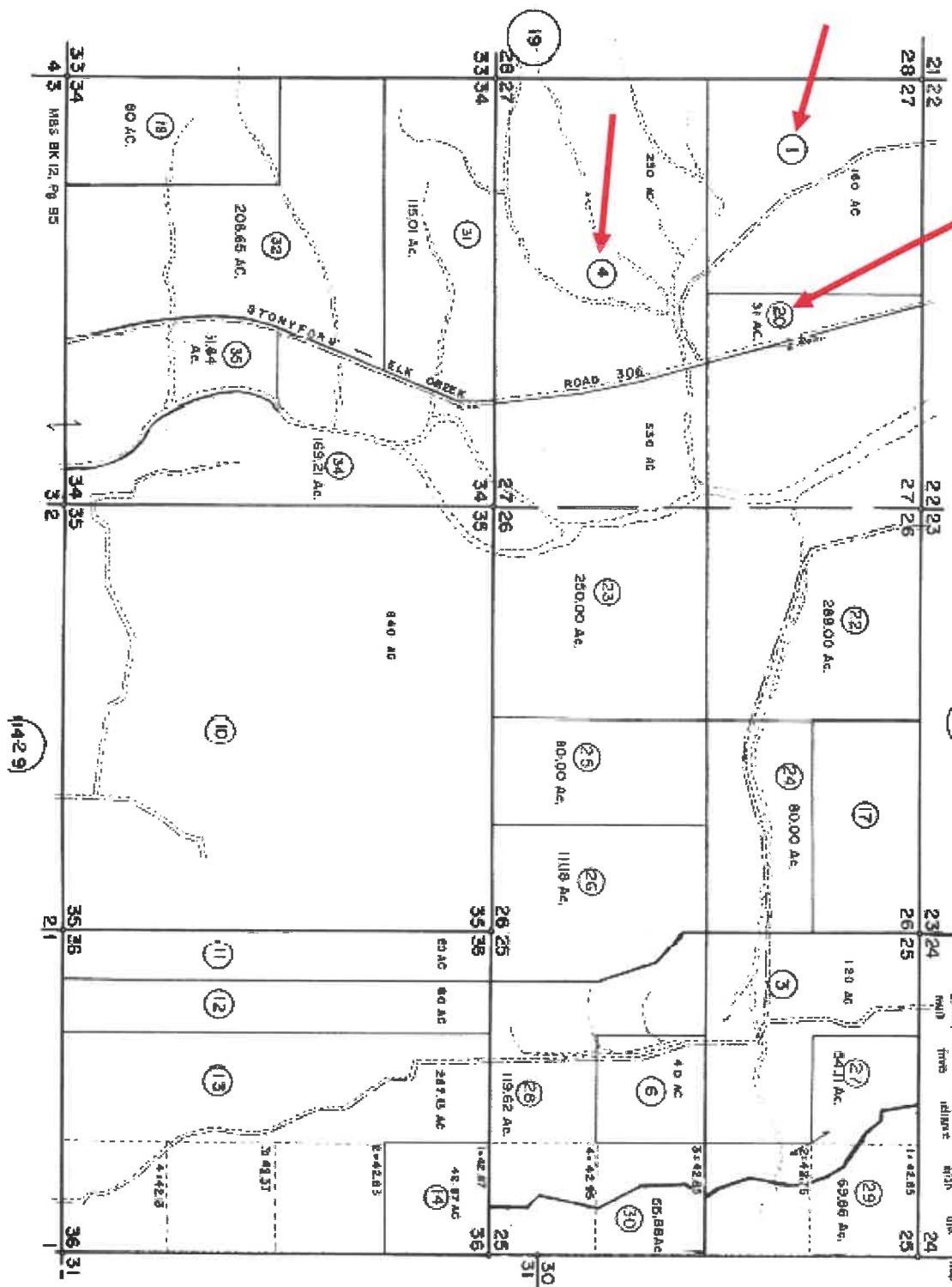


NOTE: This map is for use only as a survey of
 the land described herein. You should not rely
 on this map for any other purpose other than verification
 of the general location of the point or points
 depicted here. Accuracy especially distance may
 vary from depicted size or distance which may
 differ from other maps.

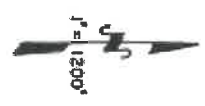
PM Blk. Pg 28
 A.S. Blk. 12, Pg. 53

T19N R6W

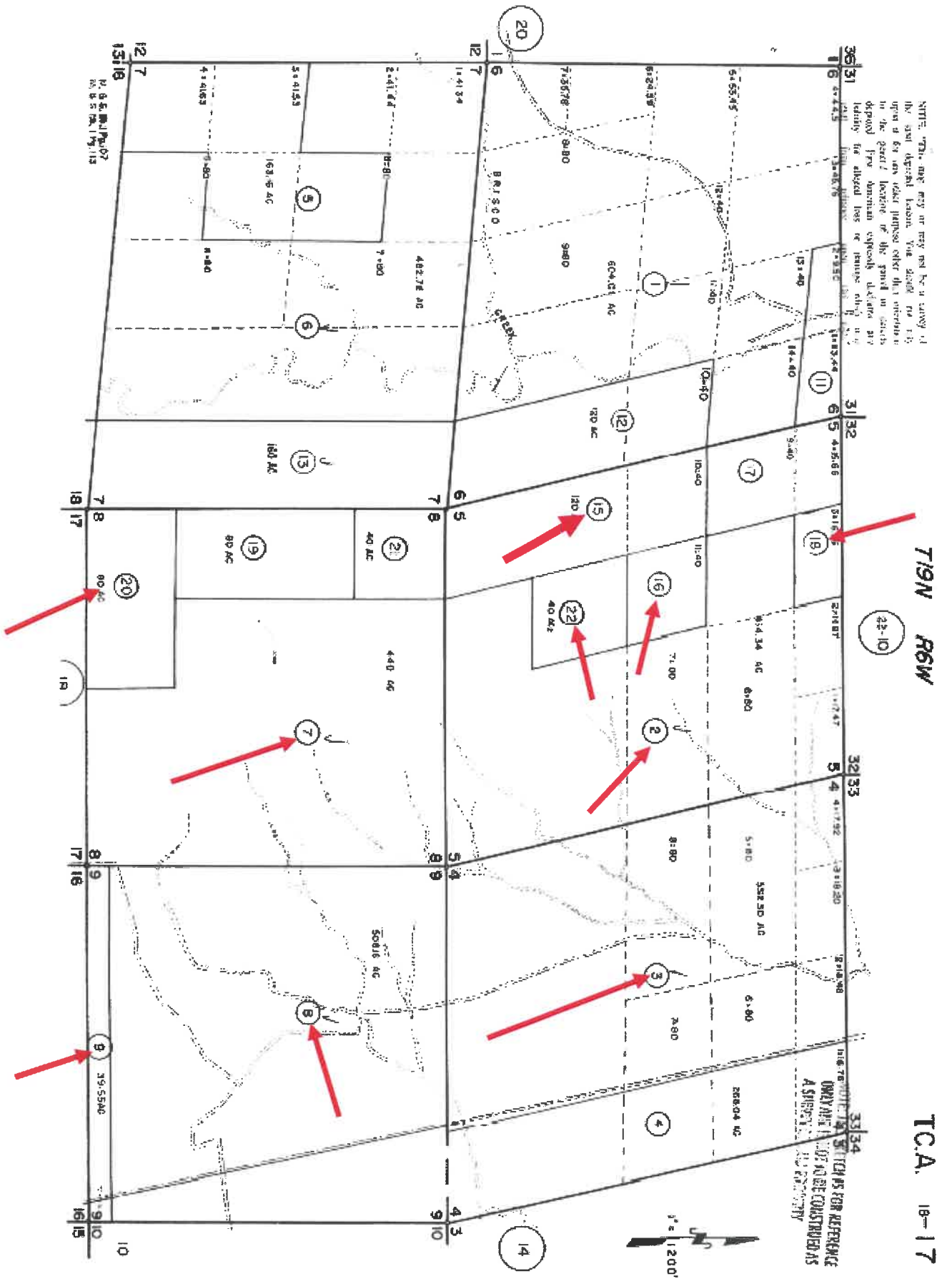
TCA. 16-16

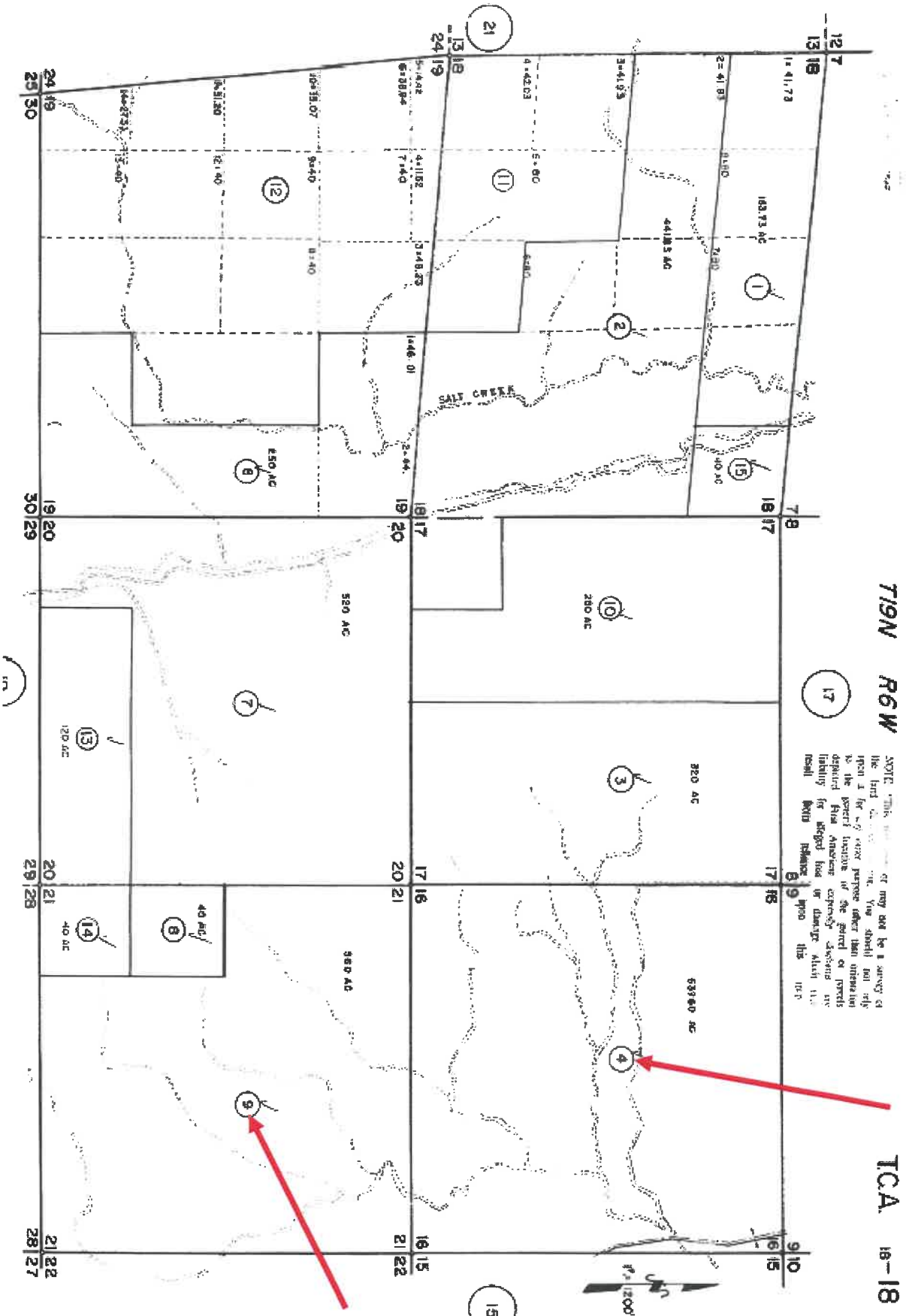


NOTE: THIS MAP MAY BE A SUMMARY OF THE SAID DEPOSIT. YOU SHOULD NOT RELY ON A SUMMARY WITH RESPECT TO THE LOCATION OF THE PARTIAL SECTION OF THE PORTION OF THE SAID DEPOSIT. THE PARTIAL SECTION OF THE SAID DEPOSIT SHOULD BE LOCATED BY THE PARTIAL SECTION OF THE SAID DEPOSIT. THE PARTIAL SECTION OF THE SAID DEPOSIT SHOULD BE LOCATED BY THE PARTIAL SECTION OF THE SAID DEPOSIT.



NOTE: This map may or may not be a survey of the land depicted herein. The state of the ground is shown for information only and is not intended to be used in any way. The general location of the ground is shown in the general location of the ground in each township. The American Express Building and the building for alleged loss of income shown in the





From: [Ron Campbell](#)
To: [Thomas Harris](#)
Subject: Milano land and cattle 237520
Date: Tuesday, April 9, 2024 9:24:19 AM
Attachments: [ELK CREEK.pdf](#)

Signers

Milano Land & Cattle co. llc

By Mark R. Milano, member

AND

By Jessie G. Milano, member

Thank you.

Ron

EXHIBIT "A"
Lot One

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

A portion of Section 4, Township 19 North, Range 6 West, M.D.M. more particularly described as follows:

Being Government Lot 2 together with the West Half of Government Lot 6 as said Lots are shown on the Official Map of said Township 19 North, Range 6 West, M.D.M..

Containing 58.48 acres more or less

Subject to easements of record.

End of description



04-09-2024

Thomas E. Harris

Thomas E. Harris

Licensed Land Surveyor No. 8532

The Purpose of this description is to effect Lot Line Adjustment No. 2024-_____, as approved by the Glenn County Planning and Community Development Services Agency on _____ and that line that dividing Government Lot 2 from Government Lot 6 is deleted as a property boundary and no additional parcels are being created.

EXHIBIT "A"
Lot Two

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

A portion of Section 4, Township 19 North, Range 6 West, M.D.M., more particularly described as follows:

Being the North 20.0 acres of the West Half of Government Lot 7 as said Government Lot 7 is shown on the Official Map of Township 19 North, Range 6 West, M.D.M..

Containing 20.0 acres more or less

Subject to easements of record.

End of description



04-09-2024

Thomas E. Harris

Thomas E. Harris

Licensed Land Surveyor No. 8532

The Purpose of this description is to effect Lot Line Adjustment No. 2024-_____, as approved by the Glenn County Planning and Community Development Services Agency on _____ and no additional parcels are being created.

EXHIBIT "A"
Lot Three

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

A portion of Section 4, Township 19 North, Range 6 West, M.D.M., more particularly described as follows:

Being the West Half of Government Lot 7, together with the North 16.0 acres of the West Half of the Southeast Quarter of said Section 4, as said Government Lot 7 is shown on the Official Map of Township 19 North, Range 6 West, M.D.M..

EXCEPTING THEREFROM the following:

The North 20.0 acres of said Government Lot 7.

Containing 36.0 acres more or less

Subject to easements of record.

End of description



04-09-2024

Thomas E. Harris

Thomas E. Harris
Licensed Land Surveyor No. 8532

The Purpose of this description is to effect Lot Line Adjustment No. 2024-_____, as approved by the Glenn County Planning and Community Development Services Agency on _____ and that the line dividing the West Half of said Lot 7 and the Southeast Quarter of said Section 4, contained in the above is deleted as a property boundary no additional parcels are being created.

EXHIBIT "A"
Lot Four

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

A portion of Section 4, Township 19 North, Range 6 West, M.D.M., more particularly described as follows:

Being the West Half of the Southeast Quarter of said Section 4, as shown on the Official Map of Township 19 North, Range 6 West, M.D.M..

EXCEPTING THEREFROM the following:

The North 16.0 acres of the said West Half of the Southeast Quarter of Section 4.

Containing 64.0 acres more or less

Subject to easements of record.

End of description



04-09-2024

Thomas E. Harris

Thomas E. Harris

Licensed Land Surveyor No. 8532

The Purpose of this description is to effect Lot Line Adjustment No. 2024-_____, as approved by the Glenn County Planning and Community Development Services Agency on _____ and that no additional parcels are being created.