RE: Conditional Use Permit 2001-003, Minor Amendment Approval Notice APN: 037-050-004

December 3, 2018

To Whom It May Concern,

On October 1, 2018, Glenn County Planning & Community Development Service Agency received your application for a Conditional Use Permit Amendment to amend Conditional Use Permit 2001-003. This project is in the “AE-40” (Exclusive Agriculture) zoning district and is an allowed use with an approved Conditional Use Permit Amendment.

On December 3, 2018, the Glenn County Planning & Community Development Services Agency approved the Conditional Use Permit Amendment. Included with the Staff Report is a copy of the Conditions of Approval. Please sign the Conditions of Approval where indicated and email or send to Glenn County Planning & Community Development Services Agency, 777 North Colusa Street, Willows, CA 95988.

Please note that this is not a building permit. For information on acquiring a building permit, contact the Glenn County Building Inspection Division at (530) 934-6546.

Sincerely,

Greg Conant
Assistant Planner
gconant@countyofglenn.net
STAFF REPORT

DATE: December 3, 2018

TO: Donald Rust, Director

FROM: Greg Conant, Assistant Planner

SUBJECT: Conditional Use Permit 2001-003, Amendment

Attachments:

1. Conditions of Approval
2. Previously Approved Conditions of Approval
3. Notice of Exemption
4. Agency Comments
5. Request for Review
6. Application Information
7. Site Plan (Exhibit “A”)
1 PROJECT SUMMARY

Mark Olson has applied to amend Conditional Use Permit 2001-003. Conditional Use Permit 2001-003 was approved by Glenn County Planning Commission on March 29, 2001 for an animal processing plant for swine and bovine. An amendment (Major) of Conditional Use Permit (CUP) 2001-003 for expansion of operation was approved by Glenn County Planning Commission on January 20, 2010. This proposed amendment would expand the facility to include a 2,250 square feet refrigeration room.

The General Plan land use designation is “Intensive Agriculture” and the zoning designation is “AE-40” (Exclusive Agriculture Zone). The project site is at 7305 Cutler Avenue approximately 5 miles northeast of Orland. The site is located on the south side of Cutler Avenue (County Road 4) west side of 5th Avenue, north of Capay Avenue and east of County Road 202, within the unincorporated area of Glenn County, California. Assessor’s Parcel Number (APN) 037-050-004.

1.1 RECOMMENDATIONS

Staff recommends that the Director find that this project qualifies as a Categorical Exemption within section 15301 of the California Environmental Quality Act.

Staff also recommends that the Director approve the Minor Amendment with the Findings as presented in the Staff Report and the Conditions of Approval as attached.

2 ANALYSIS

The proposed project to expand the existing meat processing facility is consistent with surrounding land uses. This area of Glenn County has been a productive agricultural area. The proposed expansion will not be is detrimental to the health, safety or general welfare of persons residing or working in the vicinity of the processing plant. A minor amendment to an approved conditional use permit may be granted as outlined in the Glenn County Unified Development Code, Section 15.190.

2.1 ENVIRONMENTAL DETERMINATION

This project is a Class 1 Categorical Exemption pursuant to Section 15301, “Existing Facilities” of the Guidelines of the California Environmental Quality Act. California Code of Regulations states:

Title 14, Chapter 3, Article 19, Section 15301 “Existing Facilities”:

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key
consideration is whether the project involves negligible or no expansion of an existing use. Examples include but are not limited to:

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or

The proposal is for a 2,250 square foot addition. The existing facility is approximately 52,000 square feet. The addition is less than 50 percent of the floor area (approximate 4 percent) and the addition is less than 2,500 square feet. Therefore, this addition will qualify for a Categorical Exemption pursuant to Section 15301, “Existing Facilities” (E).

2.2 GENERAL PLAN AND ZONING CONSISTENCY

The proposed project to expand an existing meat processing plant is consistent with the Land Use Designation of “Intensive Agriculture” and the zoning of “AE-40” (Exclusive Agricultural Zone, 36-acre minimum parcel size). The proposed project will meet the land use and zoning requirements of the General Plan and the Zoning Code. The existing meat processing plant is a permitted use with Conditional Use Permit 2001-003

2.2.1 “AE” Exclusive Agricultural Zone (Glenn County Code Chapter 15.330):

Sub-Zone and Lot Area (Glenn County Code §15.330.020):

The minimum parcel size for the “AE-40” zone is 36-acres. The parcel is 38.49; therefore, the parcel meets the minimum parcel size for this zone and it is adequate in size and shape to accommodate the proposed project.

Maximum Building Height (Glenn County Code §15.330.060)

The maximum building height in “AE-40” is fifty feet for agricultural buildings or structures. The peak height of the structure is 15 feet; therefore, this proposal will meet the height requirement.

Minimum Yard Requirements (Glenn County Code §15.330.080):

Front, side and rear yards all exceed 30 feet; therefore, minimum yard requirements will be met.

2.2.3 Minor Amendment to Conditional Use Permit (Glenn County Code §15.190.010)

The director or his or her designated representative may grant an amendment to a previously approved conditional use permit one time provided that:
A. The amendment will not result in an increase of more than ten percent (10%) of the existing facility or use covered by the use permit; and
   The proposed amendment will add approximately 4 percent to the total square footage; therefore, this requirement will be met.

B. Any extension of time will not exceed two years unless provided for otherwise in the original use permit; and
   The granting of this minor amendment will not require an extension of time for Conditional Use Permit CUP 2001-003. Conditional Use Permit 2001-003 does not have an expiration date.

C. Applicant/operator has complied with all the conditions of approval of the approved conditional use permit; and
   Olson Meat Company has currently met all the all conditions of approval as set forth within CUP 2001-003.

D. No significant public controversy was generated during the initial hearing; and
   According to the minutes for the May 16, 2001 and January 20, 2010, meeting of the Planning Commission, there was no controversy generated by this project.

E. Applicant/operator has submitted an application for amendment with an application fee set by resolution adopted by the board of supervisors.
   On October 1, 2018 Mark Olson submitted an application and application fee for the proposed minor amendment.

2.3 GENERAL PROVISIONS

Flood Zone Designation:
Flood Zone “X” according to Flood Insurance Rate Map (FIRM) No. 06021C0200D, 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.

Public Works
The Glenn County Public Works Agency was provided the application information regarding the proposal and did not have any comments regarding this project.

Capay Fire Protection District
Capay Fire Protection District was provided the application information regarding the proposal and have established the following Conditions of Approval
Condition of Approval

All electrical service to the new construction shall be fed such that it can be de-energized at the existing main electrical disconnect for the entire facility. It shall not interfere with the separate branch circuit feeding the existing well and pump system that may remain energized and operational while all other power to the facility is disconnected.

BURNING. A Capay Fire Protection District Burn Permit must be obtained prior to any burning of vegetative waste. CFPD Burn Permits may be obtained at the Capay Elementary School business office during normal business hours (7504 Cutting Avenue, Orland, CA 95963). All conditions and notification requirements indicated on the permit shall be followed.

3 PUBLIC BENEFIT

There is a public interest in reserving appropriately located areas for agriculture and related activities. This area is an agricultural area and contains structures associated with agricultural use; therefore, the proposed project is compatible with the land uses.

4 RECOMMENDATIONS

A. Staff recommends that the Planning Director find that this project qualifies as a Class 1 Categorical Exemption within Section 15301 of the Guidelines for the California Environmental Quality Act.

B. Staff recommends that the Planning Director approve this project with the following Findings:

   Finding 1. The proposed minor amendment to Conditional Use Permit 2001-003 will not result in an increase of more than 10% of the existing facility.

   Finding 2. The proposed minor amendment does not involve an extension of time.

   Finding 3. Olson Meat Company has complied with all of the conditions of approval as required by Conditional Use Permit 2001-003.

   Finding 4. No public controversy was generated during the Planning Commission hearing on May 16, 2001 or January 20, 2010 for Conditional Use Permit 2001-003.

   Finding 5. Olson Meat Company have submit an application and application fee for the proposed minor amendment.
CONDITIONS OF APPROVAL

Conditional Use Permit 2001-003, Minor Amendment

APN: 037-050-004

1. That the area in operation shall be confined to those areas as delineated in the revised Exhibit "A" (Site Plan) as filed with the Glenn County Planning & Community Development Services Agency.

2. All Mitigation Measures and Condition of Approval approved by Glenn County Planning Commission and signed by the applicant/landowner on January 20, 2010 shall remain in effect.

3. All electrical service to the new construction shall be fed such that it can be de-energized at the existing main electrical disconnect for the entire facility. It shall not interfere with the separate branch circuit feeding the existing well and pump system that may remain energized and operational while all other power to the facility is disconnected.

4. Burning. A Capay Fire Protection District Burn Permit must be obtained prior to any burning of vegetative waste. CFPD Burn Permits may be obtained at the Capay Elementary School business office during normal business hours (7504 Cutting Avenue, Orland, CA 95963). All conditions and notification requirements indicated on the permit shall be followed.

Signed: ___________________________________________ Date: ______________
Mark Olson – Applicant

Signed: ___________________________________________ Date: ______________
Fred Olson – Landowner
MITIGATION MEASURES & CONDITIONS OF APPROVAL

Conditional Use Permit 2001-003, Amendment

Olson Meat Plant Expansion

APN: 037-050-004

Pursuant to the approval of the Glenn County Planning Commission on January 20, 2010, an amendment to **Conditional Use Permit 2001-003** is hereby granted for the expansion of an existing meat processing plant in the "AE-40" (Exclusive Agricultural) Zoning District, located at 7301 Cutler Avenue, within the area of Capay, in the unincorporated area of Glenn County, California.

**Mitigation Measures:**

1. **Mitigation Measure #1 (Cultural Resources):**

   That if any archaeological discoveries (human skeletal remains, culturally modified lithic materials, structural features, or historic artifacts) are encountered during any future excavation of the site, all such activities should halt within a 100 foot radius of the discovery, and a qualified archaeologist shall be contacted to determine the nature of the find, evaluate its significance, and, if necessary, suggest preservation or mitigation measures. Appropriate mitigation measures, based on recommendations listed in the archaeological survey report, will be determined by the Glenn County Planning & Public Works Agency Director.

   **Timing/Implementation:** During construction/excavation activities
   **Enforcement/Monitoring:** Glenn County Planning & Public Works Agency

2. **Mitigation Measure #2 (Hydrology & Water Quality):**

   The applicant/operator shall obtain Waste Discharge Requirements (WDRs) by submitting a Report of Waste Discharge (ROWD) application to the Central Valley Regional Water Quality Control Board (CVRWQCB), and provide the Glenn County Planning & Public Works Agency with copies of all documents and permits required by the CVRWQCB. Additionally, all monitoring plans required by said agency shall also be submitted to the Glenn County Planning & Public Works Agency.

12/7/2009 1 of 7
Timing/Implementation: Prior to issuance of a Building Permit
Enforcement/Monitoring: Glenn County Planning & Public Works Agency/
Central Valley Regional Water Quality Control Board

3. **Mitigation Measure #3 (Public Services):**

A separate branch circuit that exclusively feeds the existing pump system at the existing well house shall be installed. The breaker for this circuit must be located in the main utility disconnect panel next to the existing building. This panel must be configured such that all power circuits in the entire facility can be de-energized at this single location and still allow the circuit feeding the pump system to remain energized and operational. All breakers in this main panel must be clearly marked as to function with appropriate placards.

Timing/Implementation: Prior to issuance of a Building Permit
Enforcement/Monitoring: Capay Fire Protection District/Glenn County Planning & Public Works Agency

4. **Mitigation Measure #4 (Public Services):**

A water reservoir tank of 5,000 gallons minimum capacity shall be installed near the existing well house. This tank must be located to facilitate easy access by fire apparatus in an emergency. The tank must be buried and positioned such that the upper three feet of the tank is above finished grade. A 24 inch by 24 inch hatch with an animal proof cover must be placed on the top of the tank to allow fire apparatus suction hose to be placed into the tank for the removal of water. A fill pipe connected to the existing 4 inch water main shall be permanently positioned over the hatch to allow for quick refill. The fill pipe must be controlled with a ball type valve located near the tank hatch and must be sized such that it can easily accommodate the maximum flow of the existing pump pressurized water system. The tank must be kept full of water at all times.

Timing/Implementation: Prior to issuance of a Building Permit
Enforcement/Monitoring: Capay Fire Protection District/Glenn County Planning & Public Works Agency
5. **Mitigation Measure #5 (Public Services):**

   A riser(s) off of the existing 4 inch water main shall be installed and fitted with two discharge ports for filling fire apparatus directly from the existing pump pressurized water system. Each discharge port must be independently controllable with a ball type valve and must terminate with a 2.5 inch brass male fire hose thread connector and have a removable threaded brass cover cap installed. The sizing of the discharge port plumbing shall be such that each port can easily accommodate the maximum flow of the existing pump pressurized water system.

   **Timing/Implementation:** Prior to issuance of a Building Permit
   **Enforcement/Monitoring:** Capay Fire Protection District/Glenn County Planning & Public Works Agency

6. **Mitigation Measure #6 (Public Services):**

   An in-line valve shall be installed in the existing 4 inch water main near the reservoir tank and after the tank fill and discharge port risers. This valve shall be configured such that it allows the water flow through the 4 inch water main to the facility to be turned off without affecting the water flow to the tank fill and the discharge ports.

   **Timing/Implementation:** Prior to issuance of a Building Permit
   **Enforcement/Monitoring:** Capay Fire Protection District/Glenn County Planning & Public Works Agency

7. **Mitigation Measure #7 (Public Services):**

   An independent test of the pump system flow at normal operating pressure shall be conducted. A sign or placard with 1.5 inch high letters (minimum) indicating the system flow in gallons per minute and the associated operating pressure shall be permanently affixed to the exterior of the well house near the entrance door.

   **Timing/Implementation:** Prior to issuance of a Building Permit
   **Enforcement/Monitoring:** Capay Fire Protection District/Glenn County Planning & Public Works Agency
8. Mitigation Measure #8 (Public Services):

Signs or placards with 2 inch high letters (minimum) identifying the following locations: WELL HOUSE (affixed to the exterior of the well house facing Cutler Avenue), WATER MAIN SHUTOFF (affixed near the in-line valve described in Mitigation Measure #4) and UTILITY DISCONNECT (affixed to the exterior of the main utility electrical panel on the northeast side of the existing building). In addition, signs that indicate with an arrow the direction of exterior travel to reach the utility disconnect (i.e. UTILITY DISCONNECT→) shall be placed along the exterior of the proposed building. The first being placed at the northeast corner of the proposed building facing Cutler Avenue and at intervals not to exceed 40 feet thereafter until the main utility electrical panel is clearly visible and within 40 feet distance. All aforementioned signs or placards shall be configured such that in an emergency, arriving fire personal can quickly locate the well and pressure water system and the main utility electrical disconnect panel without entering any of the facility buildings.

Timing/Implementation: Prior to issuance of a Building Permit
Enforcement/Monitoring: Capay Fire Protection District/Glenn County Planning & Public Works Agency

9. Mitigation Measure #9 (Transportation/Traffic):

That the driveway shall be constructed in accordance with Glenn County Standard S-19 for a Private Road Intersection except that the minimum drive width shall be 24 feet in anticipation of large equipment trailers utilizing the driveway.

Timing/Implementation: Prior to issuance of a Building Permit
Enforcement/Monitoring: Glenn County Planning & Public Works Agency

Conditions:

10. That the area in operation shall be confined to those areas as delineated in the revised Exhibit "A" (Site Plan) as filed with the Glenn County Planning & Public Works Agency on September 10, 2009.
11. That 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.

12. If upon approval of this Conditional Use Permit any health or safety hazard arises due to the operation allowed by this Conditional Use Permit; the Planning Commission shall hold a Public Hearing to hear comments and consider whether Conditions of Approval need to be revised, added, or revoked.

13. That the applicant shall deposit an annual nonrefundable fee of two-hundred fifty ($250.00) dollars for the purpose of Mitigation Monitoring. The first deposit shall be made within ten (10) days from the date of approval of the amendment to the Conditional Use Permit and by January 1 of each successive year.

14. That this Conditional Use Permit authorizes only one operator at a time at this site. Any successor or assignee to J. Fred Olson shall send a letter to the Planning and Public Works Agency prior to assumption or transfer of operations stating that they have read and understand this Conditional Use Permit and agree to each and every condition thereof.

15. That the applicant shall file copies of permits from any other county, state, or federal agency that are necessary with the Glenn County Planning & Public Works Agency.

16. That the permittee shall insure that the operation conforms with all Glenn County Air Pollution Control District rules and regulations.
17. That the permittee shall insure that dust and fugitive emissions will not reach and/or interfere with any properties regardless of wind, weather, activities, condition or equipment.

18. That the permittee shall use the Best Available Control Technology (BACT) to control dust during all phases of this project.

19. That the operation shall not discharge from any source such quantities of air contaminants or other materials which cause injury, detriment, nuisance, or annoyance to any person(s) or property(ies).

20. That the applicant shall install a sewage disposal system for the new addition and possibly increase the size of the existing sewage disposal system. A sewage disposal system permit and/or repair permit shall be obtained and approved by the Glenn County Environmental Health Department before any work is conducted on the sewage disposal systems.

21. That the applicant/operator shall pay money into a road maintenance fund (paid to the Glenn County Planning & Public Works Agency) to be paid on an annual basis to maintain County roadways. The payment shall be equal to $0.00002070 (June 2009 to June 2010) per pound ($4.14 per 100 tons). The fee is based on the weight of the product produced at the slaughter house. The payment described above shall be amended on an annual basis, based on the All-Urban Consumers, Consumer Price Index (computed by the U.S. Department of Labor, Bureau of Labor Statistics). The County Roads utilized for this project are County Road 4 (Cutler Avenue), County Road S (5th Avenue), and County Road 9 (Wyo Avenue). Money collected for Road Maintenance shall be used exclusively on the roadways described in this paragraph. Trucks are permitted to use alternative routes from the above-described route only during road closures. It is the responsibility of the applicant/operator to notify truck delivery drivers of the route.

22. That all previous Conditions of Approval for Conditional Use Permit 2001-003 are void and that these Conditions shall apply.
Mitigation Measures & Conditions of Approval
CUP 2001-003, Amendment

I hereby declare that I have read the foregoing conditions, that they are in fact the conditions that were imposed upon the granting of this amendment to Conditional Use Permit 2001-003 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 approval of this project.

Signed: ____________________________  20 Jan 2010
J. Fred Olson (applicant/landowner)   Date

12/7/2009  7 of 7
NOTICE OF EXEMPTION

To: County Clerk, County of Glenn
   516 W. Sycamore Street, 2nd Floor, Willows, CA 95988
From: Glenn County Planning & Community Development Services Agency
   777 North Colusa Street, Willows, CA 95988

Project Title: Minor Amendment to Conditional Use Permit 2001-003

Project Location:
The project site is at 7305 Cutler Avenue approximately 5 miles northeast of Orland. The site is located on the south side of Cutler Avenue (County Road 4) west side of 5th Avenue, north of Capay Avenue and east of County Road 202, within the unincorporated area of Glenn County, California

Description of Project:
Expand the existing facility to include a 2,250 square foot refrigeration room.

Assessor Parcel Number:
037-050-004

Name of Public Agency Approving Project:
Glenn County Planning & Community Development Services Agency

Name of Person or Agency Carrying Out Project:
Applicant: Mark Olson
   7120 County Road 9
   Orland, CA 95963

Exempt Status: Categorical Exemption:
Section 15285 of the Guidelines for the California Environmental Quality Act
Reasons why project is exempt:
(e) Additions to existing structures provided that the addition will not result in an increase of more than:
   (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or.

Lead Agency Contact Person:
Greg Conant, Assistant Planner, Glenn County Planning & Community Development Services Agency 777 N. Colusa Street, Willows, CA 95988 (530-934-6540)

Signature: ___________________________ Date: December 3, 2018
Donald Rust, Director
Planning and Community Development Services Agency
Hello Greg,

I have attached the Capay Fire Protection District conditions for this project. As requested consideration was given to the following:

1) Is the information in the application complete enough to analyze impacts and conclude review? YES.

2) Comments may include project-specific code requirements unique to the project. Cite code section and document. N/A.

3) What are the recommended Conditions of Approval for this project and justification for each Condition? SEE ATTACHED CONDITIONS (A and B).

3 contd) When should each Condition be accomplished? PRIOR TO FINAL INSPECTION/CERTIFICATE OF OCCUPANCY.

Please acknowledge receipt of this communication.

Thank you,
Ian

Ian Turnbull, Chief
Capay Fire
President, Glenn County Fire Chief’s Association
(530) 864-8477
CAPAY FIRE PROTECTION DISTRICT

CONDITIONS FOR APPROVAL

October 29, 2018

Conditional Use Permit Amendment, 7301 Cutler Ave., Olson (New Refrigeration Room)

Capay Fire Protection District (Condition A)
All electrical service to the new construction shall be fed such that it can be de-energized at the existing main electrical disconnect for the entire facility. It shall not interfere with the separate branch circuit feeding the existing well and pump system that may remain energized and operational while all other power to the facility is disconnected.

Capay Fire Protection District (Condition B)
BURNING. A Capay Fire Protection District Burn Permit must be obtained prior to any burning of vegetative waste. CFPD Burn Permits may be obtained at the Capay Elementary School business office during normal business hours (7504 Cutting Avenue, Orland, CA 95963). All conditions and notification requirements indicated on the permit shall be followed.

________________________________________
October 23, 2018

Greg Conant
Glenn County
PO Box 1070 / 777 N Colusa Street
Willows, CA  95988

Ref: Gas and Electric Transmission and Distribution

Dear Mr. Conant,

Thank you for submitting CUP 2001-003 plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities (Attachment 1) and Electric facilities (Attachment 2). Please review these in detail, as it is critical to ensure your safety and to protect PG&E’s facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: https://www.pge.com/en_US/business/services/building-and-renovation/overview/overview.page.

2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E’s facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.

3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E’s fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851 filing is required.

This letter does not constitute PG&E’s consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Sincerely,

Plan Review Team
Land Management
Attachment 1 – Gas Facilities

There could be gas transmission pipelines in this area which would be considered critical facilities for PG&E and a high priority subsurface installation under California law. Care must be taken to ensure safety and accessibility. So, please ensure that if PG&E approves work near gas transmission pipelines it is done in adherence with the below stipulations. Additionally, the following link provides additional information regarding legal requirements under California excavation laws: [http://usanorth811.org/wp-content/uploads/2017/05/CA-LAW-English.pdf](http://usanorth811.org/wp-content/uploads/2017/05/CA-LAW-English.pdf)

1. **Standby Inspection:** A PG&E Gas Transmission Standby Inspector must be present during any demolition or construction activity that comes within 10 feet of the gas pipeline. This includes all grading, trenching, substructure depth verifications (potholes), asphalt or concrete demolition/removal, removal of trees, signs, light poles, etc. This inspection can be coordinated through the Underground Service Alert (USA) service at 811. A minimum notice of 48 hours is required. Ensure the USA markings and notifications are maintained throughout the duration of your work.

2. **Access:** At any time, PG&E may need to access, excavate, and perform work on the gas pipeline. Any construction equipment, materials, or spoils may need to be removed upon notice. Any temporary construction fencing installed within PG&E’s easement would also need to be capable of being removed at any time upon notice. Any plans to cut temporary slopes exceeding a 1:4 grade within 10 feet of a gas transmission pipeline need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

3. **Wheel Loads:** To prevent damage to the buried gas pipeline, there are weight limits that must be enforced whenever any equipment gets within 10 feet of traversing the pipe.

   Ensure a list of the axle weights of all equipment being used is available for PG&E’s Standby Inspector. To confirm the depth of cover, the pipeline may need to be potholed by hand in a few areas.

   Due to the complex variability of tracked equipment, vibratory compaction equipment, and cranes, PG&E must evaluate those items on a case-by-case basis prior to use over the gas pipeline (provide a list of any proposed equipment of this type noting model numbers and specific attachments).

   No equipment may be set up over the gas pipeline while operating. Ensure crane outriggers are at least 10 feet from the centerline of the gas pipeline. Transport trucks must not be parked over the gas pipeline while being loaded or unloaded.

4. **Grading:** PG&E requires a minimum of 36 inches of cover over gas pipelines (or existing grade if less) and a maximum of 7 feet of cover at all locations. The graded surface cannot exceed a cross slope of 1:4.

5. **Excavating:** Any digging within 2 feet of a gas pipeline must be dug by hand. Note that while the minimum clearance is only 12 inches, any excavation work within 24 inches of the edge of a pipeline must be done with hand tools. So to avoid having to dig a trench entirely with hand tools, the edge of the trench must be over 24 inches away. (Doing the math for a 24 inch wide trench being dug along a 36 inch pipeline, the centerline of the trench would need to be at least 54 inches \([24/2 + 24 + 36/2 = 54]\) away, or be entirely dug by hand.)
Water jetting to assist vacuum excavating must be limited to 1000 psig and directed at a 40° angle to the pipe. All pile driving must be kept a minimum of 3 feet away.

Any plans to expose and support a PG&E gas transmission pipeline across an open excavation need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

6. Boring/Trenchless Installations: PG&E Pipeline Services must review and approve all plans to bore across or parallel to (within 10 feet) a gas transmission pipeline. There are stringent criteria to pothole the gas transmission facility at regular intervals for all parallel bore installations.

For bore paths that cross gas transmission pipelines perpendicularly, the pipeline must be potholed a minimum of 2 feet in the horizontal direction of the bore path and a minimum of 12 inches in the vertical direction from the bottom of the pipe with minimum clearances measured from the edge of the pipe in both directions. Standby personnel must watch the locator trace (and every ream pass) the path of the bore as it approaches the pipeline and visually monitor the pothole (with the exposed transmission pipe) as the bore traverses the pipeline to ensure adequate clearance with the pipeline. The pothole width must account for the inaccuracy of the locating equipment.

7. Substructures: All utility crossings of a gas pipeline should be made as close to perpendicular as feasible (90° +/- 15°). All utility lines crossing the gas pipeline must have a minimum of 12 inches of separation from the gas pipeline. Parallel utilities, pole bases, water line ‘kicker blocks’, storm drain inlets, water meters, valves, back pressure devices or other utility substructures are not allowed in the PG&E gas pipeline easement.

If previously retired PG&E facilities are in conflict with proposed substructures, PG&E must verify they are safe prior to removal. This includes verification testing of the contents of the facilities, as well as environmental testing of the coating and internal surfaces. Timelines for PG&E completion of this verification will vary depending on the type and location of facilities in conflict.

8. Structures: No structures are to be built within the PG&E gas pipeline easement. This includes buildings, retaining walls, fences, decks, patios, carports, septic tanks, storage sheds, tanks, loading ramps, or any structure that could limit PG&E’s ability to access its facilities.

9. Fencing: Permanent fencing is not allowed within PG&E easements except for perpendicular crossings which must include a 16 foot wide gate for vehicular access. Gates will be secured with PG&E corporation locks.

10. Landscaping: Landscaping must be designed to allow PG&E to access the pipeline for maintenance and not interfere with pipeline coatings or other cathodic protection systems. No trees, shrubs, brush, vines, and other vegetation may be planted within the easement area. Only those plants, ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4') in height at maturity may be planted within the easement area.

11. Cathodic Protection: PG&E pipelines are protected from corrosion with an “Impressed Current” cathodic protection system. Any proposed facilities, such as metal conduit, pipes,
service lines, ground rods, anodes, wires, etc. that might affect the pipeline cathodic protection system must be reviewed and approved by PG&E Corrosion Engineering.

12. Pipeline Marker Signs: PG&E needs to maintain pipeline marker signs for gas transmission pipelines in order to ensure public awareness of the presence of the pipelines. With prior written approval from PG&E Pipeline Services, an existing PG&E pipeline marker sign that is in direct conflict with proposed developments may be temporarily relocated to accommodate construction work. The pipeline marker must be moved back once construction is complete.

13. PG&E is also the provider of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E’s facilities must be reviewed and approved by PG&E to ensure that no impact occurs which may endanger the safe operation of its facilities.
Attachment 2 – Electric Facilities

It is PG&E’s policy to permit certain uses on a case by case basis within its electric transmission fee strip(s) and/or easement(s) provided such uses and manner in which they are exercised, will not interfere with PG&E’s rights or endanger its facilities. Some examples/restrictions are as follows:

1. Buildings and Other Structures: No buildings or other structures including the foot print and eave of any buildings, swimming pools, wells or similar structures will be permitted within fee strip(s) and/or easement(s) areas. PG&E’s transmission easement shall be designated on subdivision/parcel maps as “RESTRICTED USE AREA – NO BUILDING.”

2. Grading: Cuts, trenches or excavations may not be made within 25 feet of our towers. Developers must submit grading plans and site development plans (including geotechnical reports if applicable), signed and dated, for PG&E’s review. PG&E engineers must review grade changes in the vicinity of our towers. No fills will be allowed which would impair ground-to-conductor clearances. Towers shall not be left on mounds without adequate road access to base of tower or structure.

3. Fences: Walls, fences, and other structures must be installed at locations that do not affect the safe operation of PG&E’s facilities. Heavy equipment access to our facilities must be maintained at all times. Metal fences are to be grounded to PG&E specifications. No wall, fence or other like structure is to be installed within 10 feet of tower footings and unrestricted access must be maintained from a tower structure to the nearest street. Walls, fences and other structures proposed along or within the fee strip(s) and/or easement(s) will require PG&E review; submit plans to PG&E Centralized Review Team for review and comment.

4. Landscaping: Vegetation may be allowed; subject to review of plans. On overhead electric transmission fee strip(s) and/or easement(s), trees and shrubs are limited to those varieties that do not exceed 15 feet in height at maturity. PG&E must have access to its facilities at all times, including access by heavy equipment. No planting is to occur within the footprint of the tower legs. Greenbelts are encouraged.

5. Reservoirs, Sumps, Drainage Basins, and Ponds: Prohibited within PG&E’s fee strip(s) and/or easement(s) for electric transmission lines.

6. Automobile Parking: Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer’s expense AND to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.

7. Storage of Flammable, Explosive or Corrosive Materials: There shall be no storage of fuel or combustibles and no fueling of vehicles within PG&E’s easement. No trash bins or incinerators are allowed.

8. Streets and Roads: Access to facilities must be maintained at all times. Street lights may be allowed in the fee strip(s) and/or easement(s) but in all cases must be reviewed by PG&E for
proper clearance. Roads and utilities should cross the transmission easement as nearly at right angles as possible. Road intersections will not be allowed within the transmission easement.

9. Pipelines: Pipelines may be allowed provided crossings are held to a minimum and to be as nearly perpendicular as possible. Pipelines within 25 feet of PG&E structures require review by PG&E. Sprinklers systems may be allowed; subject to review. Leach fields and septic tanks are not allowed. Construction plans must be submitted to PG&E for review and approval prior to the commencement of any construction.

10. Signs: Signs are not allowed except in rare cases subject to individual review by PG&E.

11. Recreation Areas: Playgrounds, parks, tennis courts, basketball courts, barbecue and light trucks (pickups, vans, etc.) may be allowed; subject to review of plans. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer’s expense AND to PG&E specifications.

12. Construction Activity: Since construction activity will take place near PG&E’s overhead electric lines, please be advised it is the contractor’s responsibility to be aware of, and observe the minimum clearances for both workers and equipment operating near high voltage electric lines set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety (https://www.dir.ca.gov/Title8/sb5g2.html), as well as any other safety regulations. Contractors shall comply with California Public Utilities Commission General Order 95 (http://www.cpuc.ca.gov/gos/GO95/go_95_startup_page.html) and all other safety rules. No construction may occur within 25 feet of PG&E’s towers. All excavation activities may only commence after 811 protocols has been followed.

Contractor shall ensure the protection of PG&E’s towers and poles from vehicular damage by (installing protective barriers) Plans for protection barriers must be approved by PG&E prior to construction.

13. PG&E is also the owner of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E’s facilities must be reviewed and approved by PG&E to ensure that no impact occurs that may endanger the safe and reliable operation of its facilities.
Conditional Use Permit

No. 2001-003 (Amendment)

Mark Olson

**COMMENTS**

None

**CONDITIONS**

None

By:
Michael R. Biggs
Engineering Technician III
11/8/18
REQUEST FOR REVIEW

DATE: October 22, 2018

PROJECT: Conditional Use Permit 2001-003, Amendment
2,250 Square Foot Refrigeration Room

PLANNER: Greg Conant, Assistant Planner; gconant@countyofglenn.net

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

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)
- 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
- CalRecycle

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
- Western Area Power Administration
- California Water Service Co. (Chico)
- Sacramento River National Wildlife Refuge
- City of Willows
- Comcast Cable (Chico Office)
- Community Services District:
- Pacific Gas and Electric Company (PG&E)
- Fire Protection District: Capay
- Glenn County Resource Conservation District
- School District: Capay
- Railroad:
- Reclamation District:
- Capay Rancho Water District:
- Special District:
- Glenn Colusa Irrigation District
- Northeast Center of the California Historical Resources Information System
- Grindstone Rancheria of Wintun-Wailaki
- Paskenta Band of Nomlaki Indians
- Mechoopda Indian Tribe of Chico Rancheria
- Middletown Rancheria of Pomo Indians California
- Railroads:
APPLICANT:  Mark Olson  
7120 County Road 9  
Orland, CA 95963

LANDOWNER:  Darlene Olson  
7305 Cutler Avenue  
Orland, CA 95963

SURVEYOR:  Streamline Engineering  
60 Independence Cir # 201  
Chico, CA 95973

PROPOSAL:  Conditional Use Permit 2001-003, Amendment  
2,250 Square Foot Refrigeration Room

On October 1, 2018, Mark Olson applied to amend Conditional Use Permit 2001-003. Conditional Use Permit 2001-003 was approved by Glenn County Planning Commission on March 29, 2001 for an animal processing plant for swine and bovine. An amendment (Major) of Conditional Use Permit 2001-003 for expansion of operation was approved by Glenn County Planning Commission on January 20, 2010. The proposed amendment would expand the facility to include a 2,250 square feet refrigeration room.

Additional project information/documentation has been included. Please refer to the attached application, project narrative, site plans and photographs.

LOCATION:  The project site is at 7305 Cutler Avenue approximately 5 miles northeast of Orland. The site is located on the south side of Cutler Avenue (County Road 4) west side of 5th Avenue, north of Capay Avenue and east of County Road 202, within the unincorporated area of Glenn County, California.

ZONING:  “AE-40” Exclusive Agriculture Zone (36-acre minimum parcel size)

GENERAL PLAN:  “Intensive Agriculture”

APN:  037-050-004 (38.49± acres)

FLOOD ZONES:  Flood Zone “X” according to Flood Insurance Rate Map (FIRM) No. 06021C0200D, 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 conditions of approval. If comments are not received by **Friday, November 9, 2018**, 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.)?
APPLICATION FOR EXTENSION/AMENDMENT TO CONDITIONAL USE PERMIT

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

1. Applicant(s):

   Name: Mark Olson
   Address: 7120 Road 9 Orland CA 95963
   Phone: (Business) 530-865-4641 (Home) 530-865-3186
   Fax: 530-865-4618 E-mail: molan@olsonmart.com

2. Property Owner(s):

   Name: Darlene Olson
   Address: 7805 Cutler Ave
   Phone: (Business) 530-865-4641 (Home) N/A
   Fax: N/A E-mail: N/A

3. Engineer/Person who Prepared Site Plan (if applicable):

   Name: Jeff Streamline Engineering
   Mailing Address: 100 Independence Cir STE 20
   Phone: (Business) 530-774-3544 (Home) 892-1100
   Fax: E-mail:
4. 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: Darlene Olson

Mailing Address: 7305 Cutler Ave Orland CA 95963

5. Request or Proposal: Building Expansion for Business Operations

6. Address and Location of Project: 7305 Cutler Ave Orland CA 95963

7. Current Assessor's Parcel Number(s): 037-050-001-0

8. Existing Zoning: AE 40

9. Existing Use of Property:

10. Provide any additional information that may be helpful in evaluating this request:
ENVIRONMENTAL INFORMATION FORM
To be completed by applicant or engineer
Use extra sheets if necessary

This list is intended to meet the requirements of State of California Government Code Section 65940.

1. GENERAL INFORMATION:

1. Name: Mark Olson
Address, City, State, Zip: 7305 Cutter Ave, Orland CA 95963
Telephone: 530-865-441 Fax: 530-865-4461
E-mail: melon@olsonnet.com

2. Name: James Olson
Address, City, State, Zip: 7305 Cutter Ave Orland CA 95963
Telephone: 530-693-0363 Fax: 
E-mail: Oly64@hotmail.com

3. Address and Location of Project:
7301 Cutter Ave Orland CA 95963

4. Current Assessor's Parcel Number(s):
037-050-004-000

5. Existing Zoning: Agriculture

6. Existing Use: Industrial
7. Proposed Use of Site (project for which this form is prepared):

Building of a Small Building, Just North of Existing Building

8. Indicate the type of permit(s) application(s) to which this form pertains:

Unknown

9. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required:

We have a Conditional Use Permit

10. List and describe any other related permit(s) and other public approvals required for this project, including those required by city, regional, state, and federal agencies:

Unknown, Maybe Fire

11. Have any special studies been prepared for the project site that are related to the proposed project including, but not limited to traffic, biology, wetlands delineation, archaeology, etc? NO

II. ENVIRONMENTAL SETTING:

1. Describe in detail the project site as it exists before the project, including information on topography, soil stability, plants and animals (wetlands, if any), different crops, irrigation systems, streams, creeks, rivers, canals, water table depth, and any cultural historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots or Polaroid photos will be accepted.

The proposed site is currently a parking lot for employees. Building on the site are all primarily used for the Buisnesses.
2. Describe the surrounding properties, including information on plants, animals, and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, agricultural, etc.), intensity of land use (one-family, apartment houses, shops, department stores, dairy, row crops, orchards, etc.) Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.

North: Prune Orchard

East: Olive Orchard

South: Almond Orchard

West: Empty Field

3. Describe noise characteristics of the surrounding area (include significant noise sources):

No significant noise, maybe the sound of a cow

III. SPECIFIC ITEMS OF IMPACT:

1. Drainage:

Describe how increased runoff will be handled (on-site and off-site):

Onsite:

Will the project change any drainage patterns? (Please explain):

No

Will the project require the installation or replacement of storm drains or channels? If yes, indicate length, size, and capacity:

No

Are there any gullies or areas of soil erosion? (Please explain):

No
Do you plan to grade, disturb, or in any way change swales, drainages, ditches, gullies, ponds, low lying areas, seeps, springs, streams, creeks, river banks, or other area on the site that carries or holds water for any amount of time during the year?

**NO**

If yes, you may be required to obtain authorization from other agencies such as the Army Corps of Engineers or California Department of Fish and Game.

2. **Water Supply:**

Indicate and describe source of water supply (domestic well, irrigation district, private water company):

*Domestic Well*

Will the project require the installation or replacement of new water service mains?

**NO**

3. **Liquid Waste Disposal:**

Will liquid waste disposal be provided by private on-site septic system or public sewer?:

*Private On-site*

If private on-site septic system, describe the proposed system (leach field or seepage pit) and include a statement and tests explaining percolation rates, soil types, and suitability for any onsite sewage disposal systems:

*We handle Water Waste through a Pit and Ponds.*

Will any special or unique sewage wastes be generated by this project other than normally associated with resident or employee restrooms? Industrial, chemical, manufacturing, animal wastes? (Please describe)

**NO**

Should waste be generated by the proposed project other than that normally associated with a single family residence, Waste Discharge Requirements may be required by the Regional Water Quality Control Board.
4. **Solid Waste Collection:**

How will solid waste be collected? Individual disposal, private carrier, city?

- Individual
- Disposal

5. **Source of Energy:**

What is the source of energy (electricity, natural gas, propane)?:

- Electricity

If electricity, do any overhead electrical facilities require relocation? Is so, please describe:

- No

If natural gas, do existing gas lines have to be increased in size? If yes, please describe:

- No

Do existing gas lines require relocation? If yes, please describe:

- No

6. **Fire Protection:**

Indicate number and size of existing and/or proposed fire hydrants and distance from proposed buildings:

- 25 ft away from proposed building

Indicate number and capacity of existing and/or proposed water storage facilities and distance from proposed buildings:

- 1 1/4 Storage tank for Capay Fire
- 5,000 gallon
IV. FOR ZONE CHANGE, ZONE VARIANCE, AND SPECIAL USE PERMIT APPLICATION:

1. Number and sizes of existing and proposed structures:
   Please see submitted plans.

   Square footage (structures) __________________ S.F.; __________________ S.F.
   (New)                                           (Existing)

2. Percentage of lot coverage: __________________

3. Amount of off-street parking provided: __________________

4. Will the project be constructed in phases? If so, please describe each phase briefly:
   NO phases planned.

5. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected:
   N/A

6. If commercial, indicate type, estimated employment per shift, days and hours of operation, estimated number of daily customers/visitors on site at peak time, and loading facilities:
   N/A

7. If industrial, indicate type, estimated employment per shift, and loading facilities:
   28 employees per shift
   6 loading bays currently in existing building

8. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project:
   N/A
9. List types and quantities of any hazardous or toxic materials, chemicals, pesticides, flammable liquids, or other similar product used as a part of the operation and storage container sizes:

   None

Submit Material Safety Data Sheets (MSDS) for any proposed hazardous materials. If hazardous materials are proposed, it is recommended that the applicant contact the Air Pollution Control District/CUPA for permitting requirements.

10. Describe any earthwork (grading) to be done and dust control methods to be used during construction:

    Not needed for current project

11. Describe any potential noise or vibration sources associated with the project (i.e. compressor, machine noise, heavy equipment).

    None, maybe use of campbell

12. Describe source, type, and amount of air pollutant emissions (smoke, odors, steam, gases, water vapor, dust, chemicals) from the project. Describe what methods would be used to reduce emissions:

    None.
V. CERTIFICATION:

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

Date: 10-19-2018  Signature: __________________________

For: B&O  Meat Co.

According to Section 65943 for the California Government Code, your application will be reviewed within 30 days and you or your agent will receive written notice regarding the completeness of your application. Any reviewing agency may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application.

According to Section 65944 (C), additional information may be requested in order to comply with Division 13 of the State of California Public Resources Code.
PRELIMINARY REPORT

To: ATTENTION: MARK OLSON

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

ESCROW NO: 142063

Property Address: 7301 CUTLER AVE
ORLAND, CA, 95963-9601

Title No: 142062

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 of 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
ALTA LOAN POLICY

Issued by: FIRST AMERICAN TITLE INSURANCE COMPANY

Dated as of: SEPTEMBER 24, 2018 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:

J. FRED OLSON AND DARLENE OLSON, TRUSTEES, OR SUCCESSOR IN TRUST, UNDER TRUST AGREEMENT DATED JULY 1, 2010, KNOWN AS THE "OLSON 2010 TRUST"
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, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2018-2019 THAT ARE A LIEN NOT YET DUE.

   1ST INSTALLMENT: $9,019.76 DUE 11/1/2018
   PENALTY: $901.97 IF PAID AFTER 12/10/2018
   2ND INSTALLMENT: $9,019.76 DUE 02/01/2019
   PENALTY AND COST: $911.97 IF PAID AFTER 04/10/2019
   HOMEOWNERS EXEMPTION: $7,000.00
   ASSESSMENT NO.: 037-050-004-000

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. RESERVATION OF A PUBLIC EASEMENT OF TRAVEL OVER ANY AND ALL ROADS SHOWN ON THE MAP HEREINAFTER REFERRED TO.

5. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW.

   AMOUNT: $946,424.00
   DATED: APRIL 19, 2011
   TRUSTOR: J. FRED OLSON AND DARLENE OLSON, TRUSTEES, OR SUCCESSOR IN TRUST, UNDER TRUST AGREEMENT DATED JULY 1, 2010, KNOWN AS THE "OLSON 2010 TRUST"
   TRUSTEE: GLENN COUNTY TITLE COMPANY
   BENEFICIARY: UMPQUA BANK
   RECORDED: APRIL 25, 2011 AS INSTRUMENT NO. 2011-1818 OF OFFICIAL RECORDS.

   A REQUEST FOR NOTICE OF DEFAULT AND SALE PURSUANT TO SECTION 2924B OF THE CALIFORNIA CIVIL CODE WAS RECORDED JUNE 29, 2011 AS INSTRUMENT NO. 2011-2763 OF OFFICIAL RECORDS.
   MAIL TO ADDRESS: SUPERIOR CALIFORNIA ECONOMIC DEVELOPMENT, INC., 499 HEMSTED DRIVE, STE. A, REDDING CA 96002-0164 AND U.S. SMALL BUSINESS ADMINISTRATION, SBA COMMERCIAL LOAN SERVICING CENTER, 801 R STREET, STE. 101, FRESNO, CA 93721

6. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW.

   AMOUNT: $673,000.00
   DATED: JUNE 8, 2011
   TRUSTOR: J. FRED OLSON AND DARLENE OLSON, TRUSTEES, OR SUCCESSOR IN TRUST, UNDER TRUST AGREEMENT DATED JULY 1, 2010, KNOWN AS THE "OLSON 2010 TRUST"
   TRUSTEE: GLENN COUNTY TITLE COMPANY
   BENEFICIARY: SUPERIOR CALIFORNIA, ECONOMIC DEVELOPMENT, INC.
   RECORDED: JUNE 29, 2011 AS INSTRUMENT NO. 2011-2761 OF OFFICIAL RECORDS.

   ACCORDING TO THE PUBLIC RECORDS, THE BENEFICIAL INTEREST UNDER THE DEED OF TRUST WAS ASSIGNED TO U. S. SMALL BUSINESS ADMINISTRATION BY ASSIGNMENT RECORDED JUNE 29, 2011 AS INSTRUMENT NO. 2011-2762 OF OFFICIAL RECORDS.

8. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE THIRD PARTY LENDER AGREEMENT BY AND BETWEEN UMPQUA BANK AND SUPERIOR CALIFORNIA ECONOMIC DEVELOPMENT, INC. RECORDED JUNE 29, 2011 AS INSTRUMENT NO. 2011-2765 OF OFFICIAL RECORDS.

   DEBTOR: DARLENE RHOADES OLSON
   SECURED PARTY: FINANCIAL PACIFIC LEASING, INC.

   AN AMENDMENT TO THE FINANCING STATEMENT WAS RECORDED JANUARY 22, 2018 AS INSTRUMENT NO. 2018-0227 OF OFFICIAL RECORDS.

10. RIGHTS AND CLAIMS OF PARTIES IN POSSESSION.

11. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS ARE SHOWN BY THE PUBLIC RECORDS.

12. 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 STATEING THAT THEY ARE NOT AWARE OF ANY RELEASE REPORTS OR COMMITMENT STATEMENTS WHICH HAVE BEEN ISSUED UNDER THIS STATUTE WITH RESPECT TO THE PROPERTY.

13. ANY CLAIM THAT THE TITLE IS SUBJECT TO A TRUST OR LIEN CREATED UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT (7 U.S.C. 499A, ETSEQ), THE PACKERS AND STOCKYARDS ACT (7 U.S.C. 181, ETSEQ) OR UNDER SIMILAR FEDERAL OR STATE LAWS.

14. WITH RESPECT TO THE TRUST REFERRED TO IN THE VESTING, COMPANY REQUIRES:
   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 COMMERCIAL PROPERTY KNOWN AS 7301 CUTLER AVE, 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:


APN: 037-050-004-000
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.

<table>
<thead>
<tr>
<th>Your Deductible Amount</th>
<th>Our Maximum Dollar Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered Risk 16: 1% of Policy Amount or $2,500.00 (whichever is less)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Covered Risk 18: 1% of Policy Amount or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Covered Risk 19: 1% of Policy Amount or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Covered Risk 21: 1% of Policy Amount or $2,500.00 (whichever is less)</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

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.

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 happens 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.
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 zoning, 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 evidence 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.

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 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 ascertained 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) 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.
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value 1</td>
<td>Value 2</td>
<td>Value 3</td>
<td>Value 4</td>
<td>Value 5</td>
</tr>
</tbody>
</table>

2016 California Green Building Code Requirements