REQUEST FOR REVIEW

COUNTY DEPARTMENTS/DISTRICTS

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

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: Orland Rural
☐ Glenn County Resource Conservation District
☒ School District: Lake

☐ 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
☐ Railroad:
☐ Reclamation District:
☐ Glenn Ground Water District:
☐ Special District:
☒ Capay Rancho Water District

DATE: July 9, 2019

PROJECT: Conditional Use Permit 2019-001
Agriculture Livestock Washout

PLANNER: Greg Conant, Assistant Planner; gconant@countyofglenn.net
APPLICANT: James Olson  
7120 County Road 9  
Orland, CA 95963

LANDOWNER: James & Marie Olson  
7120 County Road 9  
Orland, CA 95963

PROPOSAL: Conditional Use Permit 2019-001  
Agriculture Livestock Washout

James Olson has applied for a Conditional Use Permit to operate an agriculture livestock washout. No new structures are being proposed; the washout is proposed to operate on an existing cement slab. According to application materials this project will not have any employees and the washout can be accessed 24/7.

Additional project information/documentation has been included. Please refer to the attached application, project narrative, and plot plan.

LOCATION: The project site is 7120 County Road 9, approximately 3-miles northeast of Orland. The site is located on the north side of County Road 9, east of County Road P, south of Tehama/Glenn County Line and west of County Road QQ, within the unincorporated area of Glenn County, California.

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

GENERAL PLAN: “Intensive Agriculture”

APN: 044-200-007 (19.55± acres)

FLOOD ZONES: Flood Zone “X” according to Flood Insurance Rate Map (FIRM) No. 06021C0170D, 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, July 26, 2019**, 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.)?
Project CUP 2019-001

USGS 7.5 Minute Quadrangle Map
Portion of Section 7 & 8, T22N, R2W, Kirkwood

Project Site

APN 044-200-007
19.55 ± acres

±0 500 250 1,000 Feet

Glenn County Planning and Community Development Services Agency 2019
APPLICATION FOR CONDITIONAL USE PERMIT

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

1. Applicant(s):
   Name: James Olson
   Address: 7120 Road 9, Orland, CA 95963
   Phone: (Business) (Home) 530 865-3186
   Fax: E-mail: rememberyourgoals@gmail.com

2. Property Owner(s):
   Name: James & Marie Olson
   Address: 7120 Road 9, Orland, CA 95963
   Phone: (Business) (Home) 530 865-3186
   Fax: E-mail:

3. Engineer/Person who Prepared Site Plan (if applicable):
   Name:
   Mailing Address:
   Phone: (Business) (Home)
   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: James Olson

Mailing Address: 7120 Road 9 Orland Ca 95963

5. Request or Proposal: Application for Conditional Use Permit for agricultural livestock wash out.

6. Address and Location of Project: 7120 Road 9 Orland

7. Current Assessor's Parcel Number(s): 041 - 200 - 007

8. Existing Zoning: AE

9. Existing Use of Property: Agricultural

10. Provide any additional information that may be helpful in evaluating this request: Internal questions can be directed to Donald Pratt, Director.
DECLARATION UNDER PENALTY OF PERJURY
(Must be signed by Applicant(s) and Property Owner(s))
(Additional sheets may be necessary)

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

Applicant(s):
Signed: [Signature]
Print: James Olson
Date: June 12th, 2019
Address: 7120 Road 9 Orland Ca 95963

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

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

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

Property Owner(s):
Signed: [Signature]
Print: Marie Olson
Date: June 12th, 2019
Address: 7120 Road 9 Orland Ca 95963
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: James Olson
      Address, City, State, Zip: 7120 Road 9
                                 Orland, CA 95963
      Telephone: (530) 865-3186   Fax:
      E-mail: rememberpysgals@gmail.com

   2. Name:
      Address, City, State, Zip:
      Telephone:                               Fax:
      E-mail:

   3. Address and Location of Project: 7120 Road 9
                                      Orland, CA 95963

   4. Current Assessor's Parcel Number(s): 044-200-007

   5. Existing Zoning: AE

   6. Existing Use: AE

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

   8. Indicate the type of permit(s) application(s) to which this form pertains: Conditional Use Permits
9. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required:

   Conditional use Permit: Donald Rust indicated that it was needed.

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: None.

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.

   20 acre parcel will be clearing.
   Remaining acres of land are used to wash down equipment and grow crops.

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:  Walnut Orchard

   East:  Olive Orchard

   South:  Empty Field

   West:  Almond Orchard

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

   Road 9.
III. SPECIFIC ITEMS OF IMPACT:

1. Drainage:

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

Water is contained on-site

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 by 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?: No

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:
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) Diluted Animal Waste

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?

Source Separator

5. Source of Energy:

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

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: N/A

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

6. Fire Protection:

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

Indicate number and capacity of existing and/or proposed water storage facilities and distance from proposed buildings: N/A
IV. FOR ZONE CHANGE, ZONE VARIANCE, AND SPECIAL USE PERMIT APPLICATION:

1. Number and sizes of existing and proposed structures: 1 Residential

   Dwelling:

   Square footage (structures) 0 S.F.; 9,993 S.F.
   (New)  (Existing)

2. Percentage of lot coverage: 5%

3. Amount of off-street parking provided: All & Property

4. Will the project be constructed in phases? If so, please describe each phase briefly: N/A

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: N/A

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: N/A

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.

Revised November 2012
10. Describe any earthwork (grading) to be done and dust control methods to be used during construction: \textit{None}\hfill

11. Describe any potential noise or vibration sources associated with the project (i.e. compressor, machine noise, heavy equipment): \textit{None}\hfill

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: \textit{None}\hfill

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: \textit{June 12, 2019} Signature: \hfill

For: \hfill

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.
This project is already completed – we are submitting this application at the request of Donald Rust
Glenn County Director. This is a Slab of cement where we can rinse out livestock trailers and agricultural
equipment. There are no employees. The pad of cement can be accessed 24/7. Wood chips are
generated on site and are handled by the property owner. This will not be a danger to the public or
traffic safety due the easements that were installed back in 2017. This make for easy entry and exit’s to
the property. This is an agricultural operation not a commercial truck wash facility. This operation
removes material from a waste stream, thus helping the environment and those in county.
PRELIMINARY REPORT

To: MARK OLSON

Title Officer: TITLE OFFICER: DEBBIE FALTESEK
TIMIOS TITLE
750 MAIN STREET
RED BLUFF, CA 96080
PHONE NO.: 530-988-5590

ESCROW NO: 71-00150049

Property Address: 7120 COUNTY ROAD 9
ORLAND, CA, 95963-9607

Title No: 71-00150048

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

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

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

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

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

The form of Policy of title insurance contemplated by the report is: ALTA STANDARD OWNER'S POLICY 2006

Issued by: FIRST AMERICAN TITLE INSURANCE COMPANY

Dated as of: JUNE 3, 2019 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:

JAMES E. OLSON AND MARIE B. OLSON, HUSBAND AND WIFE AS JOINT TENANTS
At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. Property taxes, including any assessments collected with taxes, to be levied for the fiscal year 2019-2020 that are a lien not yet due.

2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Part 0.5, Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to the date of the policy.

3. The land herein described lies within the boundaries of Capay Rancho Water District and is subject to all taxes, assessments and obligations thereof.

4. Rights of the public in and to that portion of said land lying within County Road 9.

5. Seismic survey and oil and gas lease option agreement memorandum upon the terms, covenants and conditions contained in an unrecorded seismic survey and lease option agreement referred to therein dated October 15, 1997, recorded January 7, 1998, Glenn County Recorder's file No. 98-0098 of official records.
   
   Lessor: Dominique Sicari and Estelle Sicari, husband and wife as joint tenants
   Lessee: Western Continental Operating Company, a California Corporation

6. Oil, gas and mineral lease memorandum upon the terms, covenants and conditions contained in an unrecorded lease referred to therein recorded December 15, 1998, Glenn County Recorder's file No. 98-6975 of official records.
   
   Lessor: Dominique Sicari and Estelle Sicari, husband and wife as joint tenants
   Lessee: Key Production Company, Inc., a Delaware Corporation

   The present ownership of said leasehold and other matters affecting the lease are not shown herein.


8. A deed of trust to secure an indebtedness in the original amount shown below.
   
   Amount: $290,000.00
   Dated: May 2, 2013
   Trustor: Marie B. Olson and James E. Olson, wife and husband as joint tenants
   Trustee: T. D. Service Company
   Beneficiary: Sierra Central Credit Union

9. A deed of trust to secure an indebtedness in the original amount shown below.
   
   Amount: $150,000.00
   Dated: March 15, 2017
   Trustor: James E. Olson and Marie B. Olson, who are married to each other
   Trustee: Placer Title Company
   Beneficiary: Tri Counties Bank
   Recorded: March 27, 2017 as instrument No. 2017-1329 of official records.

The above deed of trust states that it secures a line of credit. Before the close of escrow, we require evidence satisfactory to us that (A) all checks, credit cards or other means of drawing upon the line of credit have been surrendered to escrow, (B) the borrower has not drawn upon the line of credit since the last transaction reflected in the lender's payoff demand, and (C) the borrower has in writing instructed the beneficiary to terminate the line of credit using such forms and following such procedures as may be required by the beneficiary.
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.
NOTICE

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

NOTES:

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

NONE

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

C. THERE IS LOCATED ON SAID LAND A SINGLE FAMILY RESIDENCE KNOWN AS 7120 COUNTY ROAD 9, IN THE CITY OF ORLAND, 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

FIRST INSTALLMENT: $2707.16 MARKED PAID
SECOND INSTALLMENT: $2707.16 MARKED PAID
TAX RATE AREA: 076001
ASSESSMENT NO.: 044-200-007-000
LEGAL DESCRIPTION

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

THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 7, TOWNSHIP 22 NORTH, RANGE 2 WEST, M.D.B. &M., ACCORDING TO THE
OFFICIAL MAP THEREOF.

EXCEPTING THEREFROM THE UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER
HYDROCARBONS AND MINERALS RESERVED BY ALVINA M. RHONE IN DEED RECORDED
FEBRUARY 5, 1947 IN BOOK 204 OF OFFICIAL RECORDS AT PAGE 273.

APN: 044-200-007-000
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 Year 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 $2,500.00 (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.
   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
   (a) a notice of exercising the right appears in the public records on the Policy Date
   (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
   (a) that are created, allowed, or agreed to by you
   (b) that are known to you, but not to Us, on the Policy Date -- unless they appeared in the public records
   (c) that result in no loss to you
   (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:
   (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
   (b) in streets, alleys, or waterways that touch your land
   This exclusion does not limit the access coverage in Item 3 of Covered Title Risks.
2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

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

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon tory 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 11(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) Unauthorized mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land;
   (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);
(e) in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
(a) a fraudulent conveyance or fraudulent transfer, or
(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;
or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 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 to enforce or to make applicable existing 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 prior lien 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.
8. 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 prior lien 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 5 or 6.

Page 8 of 11
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 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.
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;
   (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 usufr 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 insolvency or similar creditors' rights laws.
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, or 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 it's 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.
Property Line: Approximate acre's 20

Ag Well

Shop

Home Dwelling

Current Pad of Cement

Land Use
North: Not Applicable
East: Not Applicable
West: Almond Orchard.