

GLENN COUNTY

Planning & Community Development Services Agency

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



Donald Rust, Director

Cousins Estate Vineyard, LLC
7365 County Road 21
Orland, CA 95963

RE: **Conditional Use Permit 2020-004, Cousins Estate Vineyard, LLC**

August 31, 2020

To whom it may concern,

On Wednesday, August 19, 2020, the Glenn County Planning Commission approved **Conditional Use Permit 2020-004, Cousins Estate Vineyard, LLC**, with the Mitigations and Conditions of Approval enclosed with this letter. Please sign the document where indicated and submit to the Glenn County Planning & Community Development Services Agency, 225 N. Tehama Street, Willows, CA 95988.

Should you have any questions regarding this matter, please contact the Glenn County Planning & Community Development Services Agency.

Sincerely,

John Lanier
Assistant Planner
jlanier@countyofglenn.net

GLENN COUNTY
Planning & Community Development Services Agency

225 North Tehama Street
Willows, CA 95988
530.934.6540 Fax 530.934.6533
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Donald Rust, Director

STAFF REPORT

MEETING DATE: August 19, 2020

TO: Glenn County Planning Commission

FROM: John Lanier, Assistant Planner

SUBJECT: Conditional Use Permit 2020-004, Cousins Estate Vineyard, LLC

Attachments:

1. Conditions of Approval
2. Request for Review, Application, and Comments
3. Site Plan
4. Notice of Exemption, Vicinity Notice

1 PROJECT SUMMARY

Cousins Estate Vineyard, LLC is requesting a Conditional Use Permit in order to produce and store wine for sale to restaurants and club members for off-site consumption (Alcohol Beverage Control (ABC) Type 02 License). Additional information is included in the application and plot plan.

The General Plan land use designation is "Intensive Agriculture" and the zoning designation is "AE-40" (Exclusive Agriculture Zone). The proposed project is a permitted use with a conditional use permit in the "AE-40" zone.

The project site is located at 7365 County Road 21, on the south side of County Road 21, east of County Road S, and north of County Road 24, in the unincorporated area of Glenn County, California (APN: 047-210-007).

1.1 RECOMMENDATIONS

That the Planning Commission find that the proposed Conditional Use Permit 2020-004 exempt from CEQA, and approve Conditional Use Permit 2020-004, with the Findings as presented in the Staff Report and the corresponding Conditions of Approval.

2 ANALYSIS

On April 21, 2020, Cousins Estate Vineyard, LLC applied for a Conditional Use Permit to secure an ABC Type 02 License.

On November 19, 2019, the Board of Supervisors adopted the Alcoholic Beverage Sales ordinance. Glenn County Code 15.745.040 Alcoholic Beverage Sales generally states that if a revenue source of the establishment consists of the sale of alcoholic beverages, including but not limited to a winery; then the proposed business shall be required to obtain a Conditional Use Permit. This passage of this ordinance required a Conditional Use Permit

2.1 ENVIRONMENTAL DETERMINATION

The approval of the Conditional Use Permit 2020-004 can be considered exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Public Resources Code section 15061(b) (3) (the "general rule" exemption). Therefore, pending the Glenn County Planning Commission approval, staff has prepared a Notice of Exemption pursuant to CEQA.

A project is exempt from CEQA, if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed project is to occur within an existing structure, with no revisions to the exterior premises required and therefore, will not result in or otherwise compel any physical disturbance to the existing environment.

2.2 GENERAL PLAN AND ZONING CONSISTENCY

The site is designated “Intensive Agriculture” in the Glenn County General Plan and is zoned “AE-40” (Exclusive Agriculture Zone). This project is within an existing structure and is permitted with an approved Conditional Use Permit in the “AE-40” zone (Glenn County Code Chapter 15.330).

The project is consistent with the surrounding land uses because the area consists of agricultural uses. The proposal will not adversely affect the General Plan.

“AE-40” Exclusive Agriculture Zone (Glenn County Code Chapter 15.330):

Purpose (Glenn County Code §15.330.010)

This zoning classification is established for the following purposes:

- A. To preserve the maximum amount of the limited supply of agricultural land which is necessary in the conservation of the County’s economic resources and vital for a healthy agricultural economy of the County;
- B. To eliminate the encroachment of land uses which are incompatible with the agricultural use of land;
- C. To prevent the unnecessary conversion of agricultural land to urban uses;
- D. To provide areas for both intensive and extensive agricultural activities.

Uses Permitted With A Conditional Use Permit (Glenn County Code §15.330.040.H)

Agricultural processing plants and facilities, such as hulling operations, greenhouses, wineries, silos, dehydrators, canneries and similar agricultural uses exceeding the standards in Division 5, Chapter 740 (§15.740 Agricultural Processing Facility);

The 782 square foot building is existing, and meets the requirements of Glenn County Code Section 15.330.030. See 2.4 Special Use Standards for further discussion of §15.740.

2.3 PERFORMANCE STANDARDS (GLENN COUNTY CODE CHAPTER 15.560)

The Glenn County Code performance standards apply to all development proposals. The proposal is not anticipated to exceed applicable performance standards.

Off-Street Parking and Loading Facilities (Glenn County Code Chapter 15.610)

Parking Space Requirements (Glenn County Code §15.610.020)

This project requires off-street parking in accordance to Glenn County Code §15.610.020 per Public Works.

2.4 SPECIAL USE STANDARDS (GLENN COUNTY CODE CHAPTER 15.740)

Agricultural Processing Facility (Glenn County Code §15.740.010.A)

According to Glenn County Code, agricultural processing facilities shall be located at least five hundred feet from any residence located on an adjacent parcel. The project's processing facility is located more than five hundred feet from any residences on adjacent properties.

Agricultural Processing Facility (Glenn County Code §15.740.010.B)

Glenn County code only allows for incidental use of hazardous materials in the operation of agricultural processing facilities. No use of hazardous materials has been proposed.

Agricultural Processing Facility (Glenn County Code §15.740.010.C)

Agricultural processing operations not set back one hundred feet from the county road right-of-way require a Conditional Use Permit. At seventy feet from the edge of the right-of-way, this project is within allowable building setbacks, but does not meet the one hundred foot requirement. The project was noticed to applicable county agencies and all property owners within one thousand feet, and no comments or objections were heard on placement of the winery.

Agricultural Processing Facility (Glenn County Code §15.740.010.D)

All agricultural processing facility development shall require an encroachment permit from the county public works department. Driveways shall be paved according to county standards. Public Works was provided with the proposal, and comments are attached.

Agricultural Processing Facility (Glenn County Code §15.740.010.E)

All parking for the project will be on-site, with no parking in the county right-of-way. See attached Public Works comments for further information.

Agricultural Processing Facility (Glenn County Code §15.740.010.F)

Glenn County code requires a use permit if the county air pollution control officer determines that the potential exists for smoke, light, dust, glare, or odor beyond the property line; or if the county sanitarian determines that the potential exists for flies, vermin, or other health hazards to cross the property line. Both agencies have been contacted and Environmental Health comments are attached. No such hazards are anticipated.

Agricultural Processing Facility (Glenn County Code §15.740.010.G)

A use permit shall be required for an agricultural processing facility if the noise levels exceed sixty-five dBA at the property line between seven a.m. and ten p.m. and/or noise

levels exceed sixty dBA between ten p.m. and seven a.m. Nothing proposed will exceed the noise standards set forth by this code.

3 GENERAL PROVISIONS

The project site is located within Flood Zone “X” (shaded) according to Flood Insurance Rate Map (FIRM) No. 06021C0425D, dated August 5, 2010, issued by the Federal Emergency Management Agency (FEMA). Flood Zone “X” (shaded) is a moderate flood hazard area and consists of areas between the limits of the base flood and the 0.2 percent annual chance (or 500-year) flood.

4 COMMENTS

A Request for Review requesting comments on the proposal was sent on May 6, 2020, with preliminary commenting closing May 29, 2020. The Glenn County Environmental Health Department, Glenn County Public Works, Pacific Gas and Electric Company (PG&E), State Water Resources Control Board, and Darin Titus of Timiran, DBA Hart Farms submitted comments regarding this proposal. Comment letters are attached to this report for review.

The Glenn County Environmental Health Department commented that they reviewed the project information and that they would require an approved process for the liquid waste.

The Glenn County Public Works Department commented regarding obtaining an Encroachment Permit before commencing any work in the County Right-of-Way and construction of off-street parking.

The Pacific Gas and Electric Company provided their standard form letter, stating that this project is not anticipated to require revisions in the PG&E systems.

Mr. Titus provided an email supporting the Cousins Estate Vineyard, LLC and their project.

5 OTHER REQUIREMENTS

Based on the information submitted with the application and supplemental documentation the following Condition of Approval shall apply:

1. That no off-site parking associated with this development shall be allowed on County Road 21.

There is a ten (10) calendar day appeal period following Planning Commission action on this conditional use permit (Glenn County Code §15.050.020).

The appeal made to the Glenn County Board of Supervisors must be made in accordance with §15.050.020 of the Glenn County Code. The Board of Supervisors will hear the appeal as outlined by this code. The decision of the Board of Supervisors may then be challenged in court.

An approved conditional use permit expires one (1) year from the date of granting unless substantial physical construction and/or use of the property in reliance on the permit has commenced prior to its expiration. An approved conditional use permit may be extended by the director for an additional sixty (60) calendar days provided that the applicant/owner submits a written request for extension to the director at least twenty-one (21) calendar days prior to the expiration date. Only one (1) extension shall be allowed for each permit (Glenn County Code §15.090.100.A).

The necessary permits shall be secured in all affected federal, state, and local agencies. It is the responsibility of the applicant/operator to make certain all requirements are met and permits are obtained from all other agencies.

In addition to the Conditions of Approval, the applicant's and his/her technical or project management representative's attention is directed to the project comments from other agencies reviewing the application. The items noted are a guide to assist the applicant in meeting the requirements of applicable government codes. Project comments may also note any unusual circumstances that need special attention. The items listed are a guide and not intended to be a comprehensive summary of all codified requirements or site-specific requirements.

6 FINDINGS

6.1 FINDING FOR CEQA EXEMPTION

Finding A

The project for a Conditional Use Permit in order to produce and store wine for sale to restaurants and club members for off-site consumption (Alcohol Beverage Control (ABC) Type 02 License) from an existing permitted building can be considered exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Public Resources Code section 15061(b) (3) (the "general rule" exemption). Producing and storing wine within an existing permitted building will not result in, or otherwise compel any physical disturbance to the existing physical environment.

6.2 FINDINGS FOR CONDITIONAL USE PERMIT

According to Glenn County Code Sections 15.220.010 and 15.220.030, the following Findings listed in Glenn County Code 15.220.020 shall be made prior to recommending approval of a conditional use permit:

Finding 1

That the proposed use at the particular location is necessary or desirable in providing a service or facility, which will contribute to the general well-being of the public. The proposal contributes to the general well-being of the public, by providing local wine made from local grapes that is available at restaurants and to members of a wine club.

Finding 2

That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working on the vicinity, or injurious to property or improvements in the vicinity. This project will not be subjected to hazardous conditions due to adverse geologic conditions, proximity to airports, fire hazards, or topography. Because of existing laws and statutes, this project will not be detrimental to the health, safety, or general welfare of persons or property in the vicinity of the project.

Finding 3

That the site for the proposed use is adequate in size and shape to accommodate said use and to accommodate all of the yards, setbacks, walls or fences, and other features required herein or by the Planning Commission. No revisions to the exterior of the building or the property will be required. The existing site is adequate in size and shape to accommodate this proposal. There is adequate space for on-site parking and unloading/loading.

Finding 4

That granting the permit will not adversely affect the General Plan or any area plan of the County because the proposed project conforms to the General Plan and County Code. The proposed project is consistent with the Land Use Designation of "Intensive Agriculture" and the zoning designation of "AE-40" (Exclusive Agricultural Zone). The proposed project is a permitted use with a conditional use permit in the "AE-40" zone. The proposed project will meet the land use and zoning requirements of the General Plan and the Zoning Code.

7 SAMPLE MOTIONS

Environmental Determination

I move that the Planning Commission find the proposed Conditional Use Permit 2020-004 exempt from CEQA.

Conditional Use Permit

I (further) move that the Planning Commission approve Conditional Use Permit 2020-004, with the Findings as presented in the Staff Report and the corresponding Conditions of Approval.

**GLENN COUNTY PLANNING &
COMMUNITY DEVELOPMENT SERVICES AGENCY**

CONDITIONS OF APPROVAL

**Conditional Use Permit 2020-004, Cousins Estate Vineyard, LLC
APN: 047-210-007**

Pursuant to the approval of the Glenn County Planning Commission, Cousins Estate Vineyard, LLC is hereby granted Conditional Use Permit 2020-004 to produce and store wine for sales to restaurants and club members for off-site consumption (Alcohol Beverage Control (ABC) Type 02 License).

Pending final approval by the Glenn County Planning Commission the applicant shall file a signed copy of the Conditions of Approval with the Glenn County Planning & Community Development Services Agency.

CONDITIONS OF APPROVAL:

1. That no off-site parking associated with this development shall be allowed on County Road 21.

I hereby declare under penalty of perjury that I have read the foregoing conditions, which are in fact the conditions that were imposed upon the granting of the Conditional Use Permit, and that I agree to abide fully by said conditions. Additionally, I have read the Staff Report and I am aware of codified county, state, and/or federal standards and regulations that shall be met with the granting of this permit. I have the proper legal authority to, and am signing on the behalf of, those with interest in Cousins Estate Vineyard, LLC.

Signature: _____
Lonnie St Louis – Applicant

Date: _____

Signature: _____
Stacy St Louis – Applicant

Date: _____

GLENN COUNTY

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Donald Rust, Director

REQUEST FOR REVIEW

COUNTY DEPARTMENTS/DISTRICTS

- ☒ Glenn County Agricultural Commissioner
- ☒ Glenn County Air Pollution Control District/CUPA
- ☒ Glenn County Assessor
- ☒ Glenn County Building Inspector
- ☒ Glenn County Public Works Agency
- ☒ Glenn County Environmental Health Department
- ☒ Glenn County Sheriff's Department
- ☐ Glenn County Board of Supervisors
- ☐ Glenn County Counsel
- ☐ Glenn County Planning Commission
- ☐ Glenn LAFCO

FEDERAL AGENCIES

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

OTHER

- ☐ 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: Orland Unified

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

- ☒ 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
- ☒ Colusa Indian Community Council Cachil Dehe Band of Wintun Indians
- ☐ Railroad: Southern Pacific
- ☐ Orland-Artois Water District
- ☐ Sacramento-San Joaquin Draining District:
- ☐ Special District:
- ☐ Irrigation District

DATE: May 6, 2020

PROJECT: Conditional Use Permit 2020-004, Cousin Estate Vineyard, LLC

PLANNER: John Lanier, Assistant Planner; ilanier@countyofglenn.net

APPLICANT: Cousins Estate Vineyard, LLC
7365 County Road 21
Orland, CA 95963

LANDOWNER: Lonnie & Stacy St. Louis
7365 County Road 21
Orland, CA 95963

PROPOSAL: Conditional Use Permit 2020-004

The applicant is requesting a Conditional Use Permit in order to produce and store wine for sale to restaurants and club members for off-site consumption (Alcohol Beverage Control (ABC) Type 02 License). Additional project information/documentation has been included. Please refer to the attached application and plot plan.

LOCATION: The project site is located at 7365 County Road 21, on the north side of County Road 21, east of County Road S, and north of County Road 24, in the unincorporated area of Glenn County, California.

ZONING: Exclusive Agriculture

GENERAL PLAN: Intensive Agriculture

APN: 047-210-007

FLOOD ZONES: Flood Zone "X" (shaded) according to Flood Insurance Rate Map (FIRM) No. 06021C0425D, dated August 5, 2010, issued by the Federal Emergency Management Agency (FEMA). Flood Zone "X" (shaded) is a moderate flood hazard area and consists of areas between the limits of the base flood and the 0.2-percent annual chance (or 500-year) flood.

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, May 29, 2020**, 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.)?

CUP 2020-004

GLENN COUNTY
PLANNING AND COMMUNITY DEVELOPMENT SERVICES AGENCY
777 North Colusa Street
WILLOWS, CA 95988
(530) 934-6540
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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: Cousin Estate Vineyard

Address: 7365 County Road 21 Orland, CA 95963

Phone: (Business) 530-520-0272 (Home) N/A

Fax: 530-865-7679 E-mail: lonnie@unhingedcellars.com

2. Property Owner(s):

Name: Lonnie + Stacy St. Louis

Address: 7365 County Road 21 Orland CA 95963

Phone: (Business) 530-520-0272 (Home) N/A

Fax: 530-865-7679 E-mail: ssstlouis2929@gmail.com

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

Name: _____

Mailing Address: _____

Phone: (Business) _____ (Home) _____

Fax: _____ E-mail: _____

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: Lonnie St. Louis Stacy St. Louis

Print: Lonnie & Stacy St. Louis

Date: 4-20-20

Address: 7365 County Road 21, 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: Lonnie St. Louis Stacy St. Louis

Print: Lonnie & Stacy St. Louis

Date: 4-20-20

Address: 7365 County Road 21, Orland, CA 95963

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: Lonnie St. Louis

Mailing Address: 7365 Co Rd 21 Orland CA. 95963

5. Request or Proposal:

6. Address and Location of Project: 7365 Co Rd 21 Orland CA. 95963

7. Current Assessor's Parcel Number(s): 047-210-007-000

8. Existing Zoning: AE-40
Zoning Map <http://gis.gcppwa.net/zoning/>

9. Existing Use of Property: Vineyard

10. Provide any additional information that may be helpful in evaluating this request:

Case 2020-004

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

I. GENERAL INFORMATION:

1. Name: Lonnie St. Louis
Address, City, State, Zip: 7365 Co Rd 21 Orland CA 95963
Telephone: (530) 520-0272 Fax: (530) 865-7679
E-mail: stlouis cab @ hotmail.com
2. Name: _____
Address, City, State, Zip: _____
Telephone: _____ Fax: _____
E-mail: _____
3. Address and Location of Project:
7365 County Rd 21 Orland CA. 95963
East of County rd. S
4. Current Assessor's Parcel Number(s):
047-210-007-0
5. Existing Zoning: AE-40
6. Existing Use: Vineyard

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

Winery / Vineyard - ABC App.

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

ABC App.

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

CUP for ABC App.

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:

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? None

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 property is 10 acres in size with level topography, in flood zone, & is historically flood irrigated. Uses include rural residence, & cabinetry manufacturing. Recently 1 acre of the fallow land was developed with wine grapes. Water table & depth is unknown. There are no soil stability issues or wetlands on the property. Structures include a barn, mother in law unit, two shops, & primary rural residence.

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: Almond Orchard & Rural HomeSite

East: Almond Orchard with Rural HomeSite

South: Olive Orchard

West: Olive Orchard with Rural HomeSite

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

Agricultural Farm Equipment during commodity
Season

III. SPECIFIC ITEMS OF IMPACT:

1. Drainage:

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

There are very little increases in irrigation with
all irrigation being absorbed 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 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?: ~~Yes~~ 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)

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?

No Solid waste

5. Source of Energy:

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

electricity PG&E

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:

No

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

No

IV. FOR ZONE CHANGE, ZONE VARIANCE, AND SPECIAL USE PERMIT APPLICATION:

1. Number and sizes of existing and proposed structures:

N/A

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

2. Percentage of lot coverage: N/A

3. Amount of off-street parking provided: N/A

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.

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

N/A

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


N/A

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:

N/A

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: 4-20-20 Signature: 

For: Cousin Estate Vineyard

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.

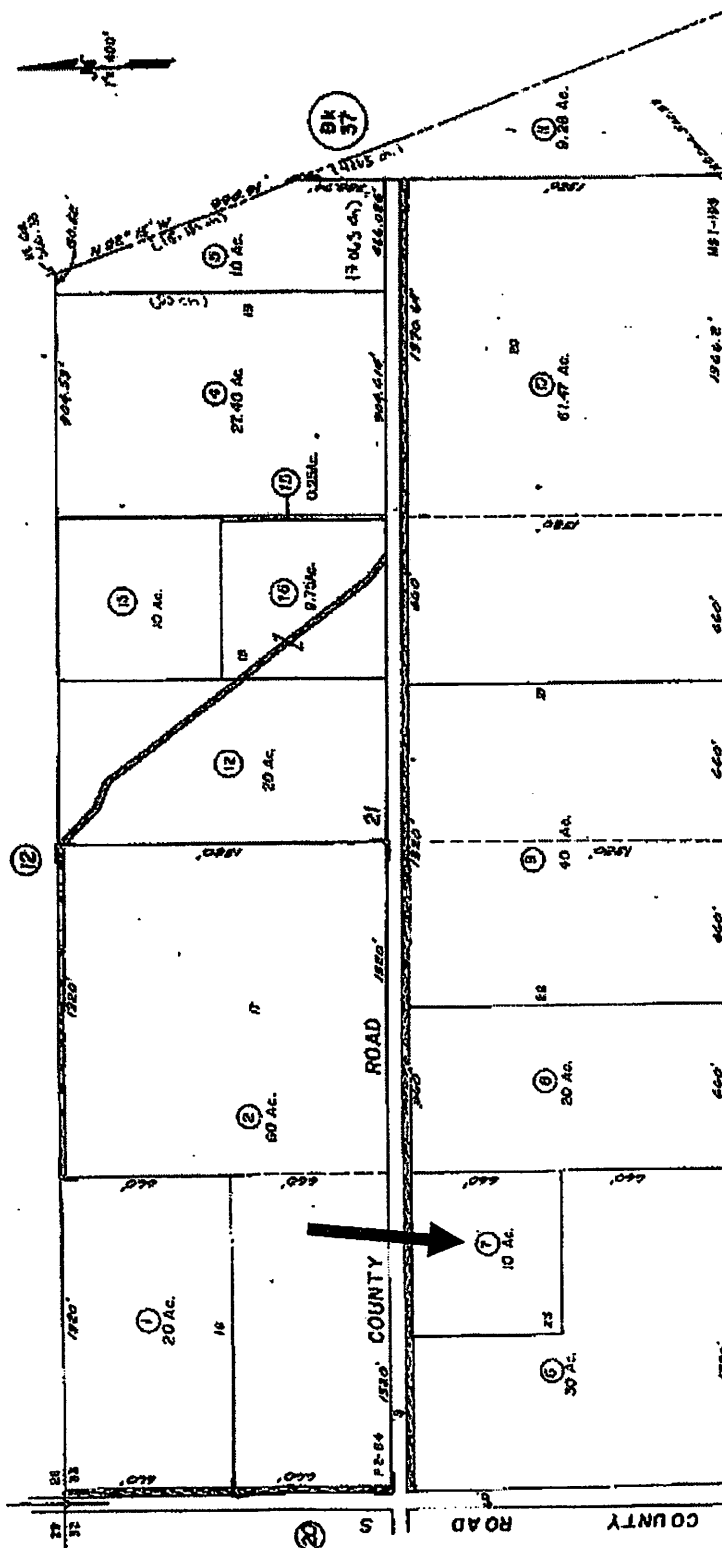
According to Section 65944 (C), additional information may be requested in order to comply with Division 13 of the State of California Public Resources Code.

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.

MAP

47-21

POR. U.S.I.D. SUBDIVISION NO. 15 &
POR. SEC. 33, T. 22 N., R. 2 W., M.D.B. & M.



Assessor's Map Bk. 47 - Pg. 21
County of Glenn, Calif.

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

M. & S., Bk. 1, Pg. 199 - U.S.I.D. Subdivision No. 15
P.M. Bk. 2, Pg. 84

2009

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.

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.

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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; (d) improvements on the Land;
 - (b) zoning; (e) land division; and
 - (c) land use; (f) environmental protection.
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

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

LEGAL DESCRIPTION

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

THE NORTHEAST QUARTER OF LOT 23 OF SUBDIVISION NO. 15 OF THE UNITED STATES IRRIGATION DISTRICT OF ORLAND, ACCORDING TO THE MAP OR PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA, ON APRIL 21, 1909, IN BOOK 1 OF MAPS AND SURVEYS, AT PAGE 199.

APN: 047-210-007-000

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 7359 COUNTY ROAD 21, 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

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

9. A FEDERAL TAX LIEN IN FAVOR OF THE UNITED STATES OF AMERICA, RECORDED NOVEMBER 26, 2019 AS INSTRUMENT NO. 2019-4775 OF OFFICIAL RECORDS.

SERIAL NO.: 391573719

DEBTOR: LONNIE M. ST LOUIS, ST LOUIS CABINETRY

AMOUNT: \$18,287.00, AND ANY OTHER AMOUNTS DUE THEREUNDER.

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 2020-2021 THAT ARE A LIEN NOT YET DUE.
2. PROPERTY TAXES INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2019-2020.

1 ST INSTALLMENT:	\$2,215.26	PAID 11/27/2019
2 ND INSTALLMENT:	\$2,215.26	DUE 02/01/2020
PENALTY AND COST:	\$231.10	IF NOT PAID BY 04/10/2020
TAX RATE AREA:	077004	
ASSESSMENT NO.:	047-210-007-000	

3. 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.
4. RIGHTS OF THE UNITED STATES OF AMERICA AND THE ORLAND UNIT WATER USERS' ASSOCIATION IN AND TO THE LAND HEREINAFTER DESCRIBED AND WATER RIGHTS APPURTENANT THERETO AND ALL TRUSTS, AGREEMENTS, EASEMENTS, RIGHTS OF WAY, CHARGES AND LIENS OF EVERY NATURE ARISING OUT OF THE CONSTRUCTION, OPERATION AND MAINTENANCE OF THE UNITED STATES AND ORLAND IRRIGATION PROJECT, WITHIN WHICH PROJECT SAID LAND IS SITUATE. SUBJECT TO FUNDED AND DEFERRED CHARGES.

FOR ANY AMOUNTS DUE CONTACT:
ORLAND UNIT WATER USERS' ASSOCIATION
828 EIGHTH STREET
ORLAND, CA 95963
PHONE: 530-865-4126

5. AGREEMENT, U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION AND CONRAD GRANDT, DATED JANUARY 30, 1933 AND RECORDED FEBRUARY 14, 1933 IN BOOK 47 OF OFFICIAL RECORDS, AT PAGE 468. AGREEMENT IN REGARD TO LOCATION AND MAINTENANCE OF TURNOUT DITCH, ETC.
6. AGRICULTURAL STATEMENT OF ACKNOWLEDGMENT EXECUTED BY LONNIE M. ST. LOUIS AND STACY ST. LOUIS RECORDED SEPTEMBER 28, 1993 AS INSTRUMENT NO. 93-5159
7. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW.
AMOUNT: \$152,900.00
DATED: MARCH 7, 2013
TRUSTOR: LONNIE MICHAEL ST. LOUIS AND STACY ANN ST. LOUIS, HUSBAND AND WIFE
TRUSTEE: NORTH STATE TITLE
BENEFICIARY: TRI COUNTIES BANK
RECORDED: MARCH 18, 2013 AS INSTRUMENT NO. 2013-1193 OF OFFICIAL RECORDS
8. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW.
AMOUNT: \$150,000.00
DATED: MAY 13, 2015
TRUSTOR: LONNIE MICHAEL ST. LOUIS AND STACY ANN ST. LOUIS, WHO ARE MARRIED TO EACH OTHER
TRUSTEE: TIMIOS TITLE
BENEFICIARY: TRI COUNTIES BANK
RECORDED: MAY 15, 2015 AS INSTRUMENT NO. 2015-2221 OF OFFICIAL RECORDS.

PRELIMINARY REPORT

To:
LONNIE ST LOUIS
STACY ST LOUIS

Title Officer:
TITLE OFFICER: DEBBIE FALTESEK
TIMIOS TITLE
750 MAIN STREET
RED BLUFF, CA 96080
PHONE NO.: 530-988-5532

ESCROW NO: 71-00167914

Property Address:
7359 COUNTY ROAD 21
ORLAND, CA, 95963-9775

Title No:
71-00167913

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

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

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

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

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

The form of Policy of title insurance contemplated by the report is:
ALTA STANDARD OWNER'S POLICY 2006
ALTA LOAN POLICY 2006
Issued by: FIRST AMERICAN TITLE INSURANCE COMPANY

Dated as of: Mar 06, 2020 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:

LONNIE MICHAEL ST. LOUIS AND STACY ANN ST. LOUIS, HUSBAND AND WIFE AS JOINT TENANTS

RECORDATION REQUESTED BY:

Tri Counties Bank
Orland Branch
100 East Walker Street
P.O. Box 188
Orland, CA 95963

WHEN RECORDED MAIL TO:

Tri Counties Bank
Corporate Headquarters
63 Constitution Drive
Chico, CA 95973

FOR RECORDER'S USE ONLY



TRI COUNTIES BANK

DEED OF TRUST

Variable Interest Rate
Revolving Line of Credit

THIS DEED OF TRUST is dated May 13, 2015, among Lonnie Michael St. Louis and Stacy Ann St. Louis, who are married to each other, whose address is 7365 County Road 21, Orland, CA 95963 ("Trustor"); Tri Counties Bank, whose address is Orland Branch, 100 East Walker Street, P.O. Box 188, Orland, CA 95963 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Timios Title, whose address is 250 West Sycamore Street, Willows, CA 95988 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Glenn County, State of California:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 7365 County Road 21, Orland, CA 95963. The Assessor's Parcel Number for the Real Property is 047-210-007-0.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Trustor so long as Trustor complies with all the terms of the Credit Agreement. Notwithstanding the amount outstanding at any particular time, this Deed of Trust secures the total amount of the Credit Agreement. The unpaid balance of the revolving line of credit under the Credit Agreement may at certain times be Zero Dollars (\$0.00). A zero balance does not affect Lender's agreement to make advances to Trustor under the Credit Agreement. Therefore, Lender's interest under this Deed of Trust will remain in full force and effect notwithstanding a zero balance on the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Trustor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF TRUSTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by

**DEED OF TRUST
(Continued)**

this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

**DEED OF TRUST
(Continued)**

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of Trustor's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

LENDER'S EXPENDITURES. If Trustor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Trustor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable

**DEED OF TRUST
(Continued)**

laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Trustor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Trustor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

**DEED OF TRUST
(Continued)**

EVENTS OF DEFAULT. Trustor will be in default under this Deed of Trust if any of the following happen: (A) Trustor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Trustor's income, assets, liabilities, or any other aspects of Trustor's financial condition. (B) Trustor does not meet the repayment terms of the Credit Agreement. (C) Trustor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Trustor's obligations under this Deed of Trust, after Trustor's failure to do so, that decision by Lender will not affect Lender's right to declare Trustor in default and to exercise Lender's remedies.

Foreclosure by Sale. Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Credit Agreement, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Judicial Foreclosure. With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Credit Agreement or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are

**DEED OF TRUST
(Continued)**

necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Glenn County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

NOTICES. Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors. It will be Trustor's responsibility to tell the others of the notice from Lender.

STATEMENT OF OBLIGATION FEE. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Trustor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Glenn County, State of California.

Joint and Several Liability. All obligations of Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Trustor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Trustor will not have to comply with the other provisions

**DEED OF TRUST
(Continued)**

of this Deed of Trust. Trustor also understands that if Lender does consent to a request, that does not mean that Trustor will not have to get Lender's consent again if the situation happens again. Trustor further understands that just because Lender consents to one or more of Trustor's requests, that does not mean Lender will be required to consent to any of Trustor's future requests. Trustor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means Tri Counties Bank, and its successors and assigns.

Borrower. The word "Borrower" means Lonnie Michael St. Louis and Stacy Ann St. Louis and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated May 13, 2015, with credit limit of **\$150,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Tri Counties Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

DEED OF TRUST
(Continued)

Trustee. The word "Trustee" means Timios Title, whose address is 250 West Sycamore Street, Willows, CA 95988 and any substitute or successor trustees.

Trustor. The word "Trustor" means Lonnie Michael St. Louis and Stacy Ann St. Louis.

EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE CREDIT AGREEMENT SECURED BY THIS DEED OF TRUST.

TRUSTOR:

x Lonnie Michael St. Louis
Lonnie Michael St. Louis

x Stacy Ann St. Louis
Stacy Ann St. Louis

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF California)
) SS
COUNTY OF Glenn)

On May 15, 2015 before me, Gina Forbes, Notary Public
(here insert name and title of the officer)

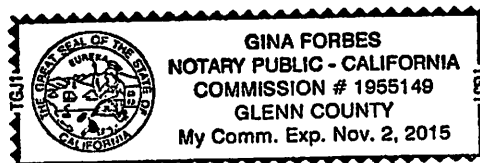
personally appeared Lonnie Michael St. Louis and Stacy Ann St. Louis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Gina Forbes

(Seal)



(DO NOT RECORD)
REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Credit Agreement secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

APPLICATION SIGNATURE SHEET ("SIGN ON")

- Read instructions on reverse before completing.
- All signatures must be witnessed by an ABC employee or notarized in accordance with laws of the State where signed.

1. OWNERSHIP TYPE (Check one)

- ☐ Sole Owner ☐ Partnership-Ltd
☐ Partnership ☐ Corporation
☐ Married Couple ☒ Limited Liability Company
☐ Domestic Partner ☐ Other _____

2. FILE NUMBER (If any)

3. LICENSE TYPE

02 Winegrowers
License

4. TRANSACTION TYPE

- ☒ Original ☐ Person to Person Transfer
☐ Exchange ☐ Premise to Premise Transfer
☐ Other _____

5. APPLICANT(S) NAME (Last, first, middle)

Cousins Estate Vineyard, LLC (~~ABC~~ Unhinged Cellars (DBA))

6. APPLICANT'S MAILING ADDRESS (Street address/P.O. box, city, state, zip code)

7365 County Road 21, Orland, CA 95963

7. PREMISES ADDRESS (Street address, city, zip code)

7365 County Road 21, Orland, CA 95963

APPLICANT'S CERTIFICATION

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He/She is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he/she has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed

transfer is not made to (a) satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department, (b) to gain or establish a preference to or for any creditor or transferor, or (c) to defraud or injure any creditor or transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

I understand that if I fail to qualify for the license or withdraw this application, the application fee shall be non-refundable as specified in Section 23320 B&P.

SOLE OWNER

8. PRINTED NAME (Last, first, middle)

SIGNATURE

X

DATE SIGNED

PARTNERSHIP/LIMITED PARTNERSHIP (Signatures of general partners only)

9. PARTNER'S PRINTED NAME (Last, first, middle)

SIGNATURE

X

DATE SIGNED

PARTNER'S PRINTED NAME (Last, first, middle)

SIGNATURE

X

DATE SIGNED

PARTNER'S PRINTED NAME (Last, first, middle)

SIGNATURE

X

DATE SIGNED

CORPORATION

10. PRINTED NAME (Last, first, middle)

SIGNATURE

X

DATE SIGNED

TITLE

- ☐ President ☐ Vice President ☐ Chairman of the Board

PRINTED NAME (Last, first, middle)

SIGNATURE

X

DATE SIGNED

TITLE

- ☐ Secretary ☐ Asst. Secretary ☐ Chief Financial Officer ☐ Asst. Treasurer

LIMITED LIABILITY COMPANY

11. The limited liability company is member-run

☒ Yes☐ No

(If no, complete Item #12 below)

12. NAME OF DESIGNATED MANAGER, MANAGING MEMBER OR DESIGNATED OFFICER (Last, first, middle)

13. MEMBER'S PRINTED NAME (Last, first, middle)

Homer II, Atlee, Anthony

SIGNATURE

X

DATE SIGNED

2-21-20

MEMBER'S PRINTED NAME (Last, first, middle)

SIGNATURE

X

DATE SIGNED

2-21-20

APPLICATION SIGNATURE SHEET (continued)**APPLICANT'S CERTIFICATION**

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He/She is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he/she has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed

transfer is not made to (a) satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department, (b) to gain or establish a preference to or for any creditor or transferor, or (c) to defraud or injure any creditor or transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

I understand that if I fail to qualify for the license or withdraw this application, the application fee shall be non-refundable up to the amount specified in B&P Section 23320.

ADDITIONAL SIGNATURES

14. PRINTED NAME (Last, first, middle)	SIGNATURE X	DATE SIGNED
PRINTED NAME (Last, first, middle)	SIGNATURE X	DATE SIGNED
PRINTED NAME (Last, first, middle)	SIGNATURE X	DATE SIGNED
PRINTED NAME (Last, first, middle)	SIGNATURE X	DATE SIGNED
PRINTED NAME (Last, first, middle)	SIGNATURE X	DATE SIGNED
PRINTED NAME (Last, first, middle)	SIGNATURE X	DATE SIGNED
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PRINTED NAME (Last, first, middle)	SIGNATURE X	DATE SIGNED
PRINTED NAME (Last, first, middle)	SIGNATURE X	DATE SIGNED
PRINTED NAME (Last, first, middle)	SIGNATURE X	DATE SIGNED
PRINTED NAME (Last, first, middle)	SIGNATURE X	DATE SIGNED

INSTRUCTIONS AND GENERAL INFORMATION

- Type or print clearly in black or blue ink (do not use red).
- If you need more space for signatures, use Item #14.

Ownership Type (Item #1) - Check the box for the type of ownership for the business.

File Number (Item #2) - If this is an application for a transfer or exchange, enter the number assigned to the specific license being transferred or exchanged.

License Type (Item #3) - Enter the numeric designation for the license (e.g., Type 21) or description (e.g., Off-Sale General).

Transaction Type (Item #4) - Check the box for the type of transaction.

Applicant(s) Name (Item #5) - Enter the name of the applicant. For a general partnership, the names of the individual partners. For a limited partnership, limited liability company, or a corporation, the name of the entity.

Applicant's Mailing Address (Item #6) - Enter the address where you wish to receive mail. May be different from the premises address. Business and mailing addresses are public information and are available to the public. Please consider this, especially when listing a mailing address.

Premises Address (Item #7) - Enter the location of the premises for which the license is applied.

Partnerships (Item #9) - The application must be signed by each of the partners (e.g., general partnerships, husband and wife, etc.) **Limited Partnerships** - The application must be signed by each of the general partners. Limited partners do not need to sign.

Corporations (Item #10) - The application must be signed by two officers of the corporation, one from each of the following categories: (a) The chairperson of the board, the president, or a vice president; and (b) the secretary, assistant secretary, chief financial officer, or assistant treasurer.

Limited Liability Companies (Item #13) - For a limited liability company that is managed by its members, the application must be signed by each member or by an officer authorized by the articles of organization or the operating agreement to bind the company. For a limited liability company that is managed by a manager or managers, the application must be signed by the manager or managers or by an officer authorized by the articles of organization or the operating agreement to bind the company.

Department of Alcoholic Beverage Control
APPLICATION QUESTIONNAIRE

State of California
Gavin Newsom, Governor

Please read instructions, which includes Privacy Notice, before completing form.

1. APPLICANT'S NAME(S) (If an individual, first name, middle name, last name. Name of entity if corporation, limited partnership or limited liability company.)

Cousins Estate Vineyard, LLC

P-12 LICENSEE

☐ Yes

☒ No

(If yes, complete form ABC-811)

2. LICENSE TYPE(S) (Check appropriate items)

☐ 20 Off-Sale Beer & Wine

☐ 21 Off-Sale General

☐ 40 On-Sale Beer

☐ 41 On-Sale Beer & Wine Eating Place

☐ 42 On-Sale Beer & Wine Public Premises

☐ 47 On-Sale General Eating Place

☐ 48 On-Sale General Public Premises

☒ Other **02 Winegrowers**

3. TRANSACTION TYPE (Check appropriate item)

☒ Original (New)

Person-to-Person Transfer (check appropriate section):

Section 24071 (Surviving spouse, corporations, fiduciaries, etc.)

Section 24071.1 (Corporate Stock/Limited Partnership)

Section 24071.2 (Limited Liability Company)

Premises-to-Premises Transfer

Exchange

Other

4. TEMPORARY PERMIT REQUESTED (Person-to-Person transfers only)

☐ Yes

☒ No

5. PREMISES ADDRESS (Where license to be issued) (Street number and name, city, zip code)

7365 County Road 21, Orland, CA. 95963

County

Glenn

6. PREMISES TELEPHONE NUMBER

(530) 520-0272

7. PREMISES ARE INSIDE CITY LIMITS

☐ Yes

☒ No

8. BUSINESS NAME (DBA) YOU WILL USE

Unhinged Cellars

9. BUSINESS MAILING ADDRESS (Street number and name, city, state, zip code)

7365 County Road 21, Orland, CA. 95963

10. MAILING ADDRESS

☒ Permanent

☐ Temporary

11. ABC LICENSE COST (Item #33a on reverse)

\$905

12. SUBTOTAL (Item #33f on reverse)

\$905

13. HAS THE APPLICANT(S) EVER BEEN CONVICTED OF A FELONY?

☐ Yes

☒ No

14. HAS THE APPLICANT(S) EVER VIOLATED ANY OF THE PROVISIONS OF THE ALCOHOLIC BEVERAGE CONTROL ACT OR REGULATIONS OF THE DEPARTMENT PERTAINING TO THE ACT?

☐ Yes

☒ No

15. IF YES TO ITEM 13 OR 14, PLEASE EXPLAIN

16. TRANSFEROR'S NAME (If an individual, last, first, middle. Name of entity if corporation, limited partnership or limited liability company.)

17. ABC LICENSE NUMBER

18. TRANSFEROR'S PREMISES ADDRESS (Where license is now issued) (Street number and name, city, zip code)

19. PREMISES UNDER CONSTRUCTION

☐ Yes

☐ No

IF YES, LIST ESTIMATED COMPLETION DATE

20. FRANCHISE

☐ Yes

☐ No

21. NAME OF PERSON WE MAY CONTACT (For the applicant)

22. TITLE OF CONTACT PERSON

23. CONTACT TELEPHONE NUMBER

()

24. CONTACT E-MAIL ADDRESS

25. PREMISES IS CURRENTLY LICENSED

☐ Yes

☐ No

IF YES, TYPE OF LICENSE

26. CURRENT LICENSE IS OPERATING

☐ Yes

☐ No

IF NO, DATE CLOSED

FINANCIAL INFORMATION

27. ESCROW COMPANY'S NAME

ESCROW COMPANY'S ADDRESS

TELEPHONE NUMBER

()

28. BOOKKEEPER/ACCOUNTANT'S NAME

BOOKKEEPER/ACCOUNTANT'S ADDRESS

TELEPHONE NUMBER

()

29. LANDLORD'S NAME

LANDLORD'S ADDRESS

TELEPHONE NUMBER

()

30. MONTHLY RENT

31. LEASE EXPIRATION DATE

32. INDICATE WHETHER LEASE OR RENTAL AGREEMENT INCLUDES FURNITURE OR FIXTURES

☐ All

☐ Some

☐ None

33. INVESTMENT INFORMATION

	COST
a. ABC License	\$ 905
b. Furniture/fixtures	\$ 0
c. Inventory	\$ 0
d. Goodwill/non-compete covenant	\$ 0
e. Leasehold and/or Improvements	\$ 0
f. SUBTOTAL (Usually should equal the recorded notice)	\$ 0
g. Fees for other licenses, permits, and deposits (approximate). Include Federal, State, County or City license fees or permits; lease and utility deposits	\$ 0
h. Working capital (approximate)	\$ 12,000
i. Realty or interest therein	\$ 0
j. TOTAL INVESTMENT (Items f through i) (will equal total of amounts listed in item #33)	\$ 12,905.00

34. Source of Funds for Total Investment (item #33j) - identify amount(s), type(s) and explain source(s) and/or terms of Repayment

Amount	Type	Source and/or Terms of Repayment
<i>Examples</i> \$1,000	Gift	John Doe, Brother
\$15,000	Promissory Note	to seller, payable @ \$1,000 per month for 15 months
\$10,000	Loan	from ABC Bank, @ 8.5% over 5 yrs; monthly payment = \$2,052
\$4,305.00	Personal Bank Account	Atlee and Kelly Horner Wells Fargo Bank Account
\$4,300.00	Personal Bank Account	Lonnie and Stacy St. Louis Tri-County Bank Account
\$4,300.00	Personal Bank Account	Wade and Janelle Maxwell Bank of America Bank Account

35. LIST ALL BANK ACCOUNTS FOR THIS BUSINESS OPERATION

BANK NAME	BANK ADDRESS	ACCOUNT NUMBER
a. Tri County Bank	100 East Walker St., Orland, CA	077025017
b.		

c. NAMES OF ALL PERSONS AUTHORIZED TO SIGN ON BANK ACCOUNT(S) (Print)

I understand that falsification of the information on this form may constitute grounds for denial or revocation of the license(s). For a period of 90 days from this date, I/we hereby authorize the Department of Alcoholic Beverage Control, or any of its officers, to examine and secure copies of financial records consisting of signature cards, checking and savings accounts, notes and loan documents, deposit and withdrawal records, and escrow documents of my/our financial institution(s) or any financial records established in connection with this business. This authorization to examine records at any financial institution may be revoked at any time. I/we also authorize the Department of Alcoholic Beverage Control, or any of its officers, to examine and secure copies of any business records or documents established in connection with this business including, but not limited to those on file with my/our bookkeeper. I/we also read all of the above and declare under penalty of perjury that each and every statement is true and correct.

36. APPLICANT SIGNATURE (Only one signature needed)	PRINTED NAME	DATE SIGNED
	Atlee A. Horner II	2-21-20

ATTEST (ABC Employee or Notary Public)

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

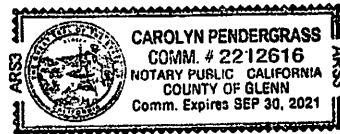
County of Glenn

Subscribed and sworn to (or affirmed) before me on this 21 day of Feb, 2020

by, Atlee A Horner II, proved to me on the basis of
satisfactory evidence to be the person(s) who appeared before me.

Signature

Carolyn Pendergrass



(seal)

SUPPLEMENTAL DIAGRAM

Instructions to Applicant:

Draw a sketch of the area on which the licensed premises is or will be located. Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle)

Horner II, Atlee, Anthony

2. LICENSE TYPE

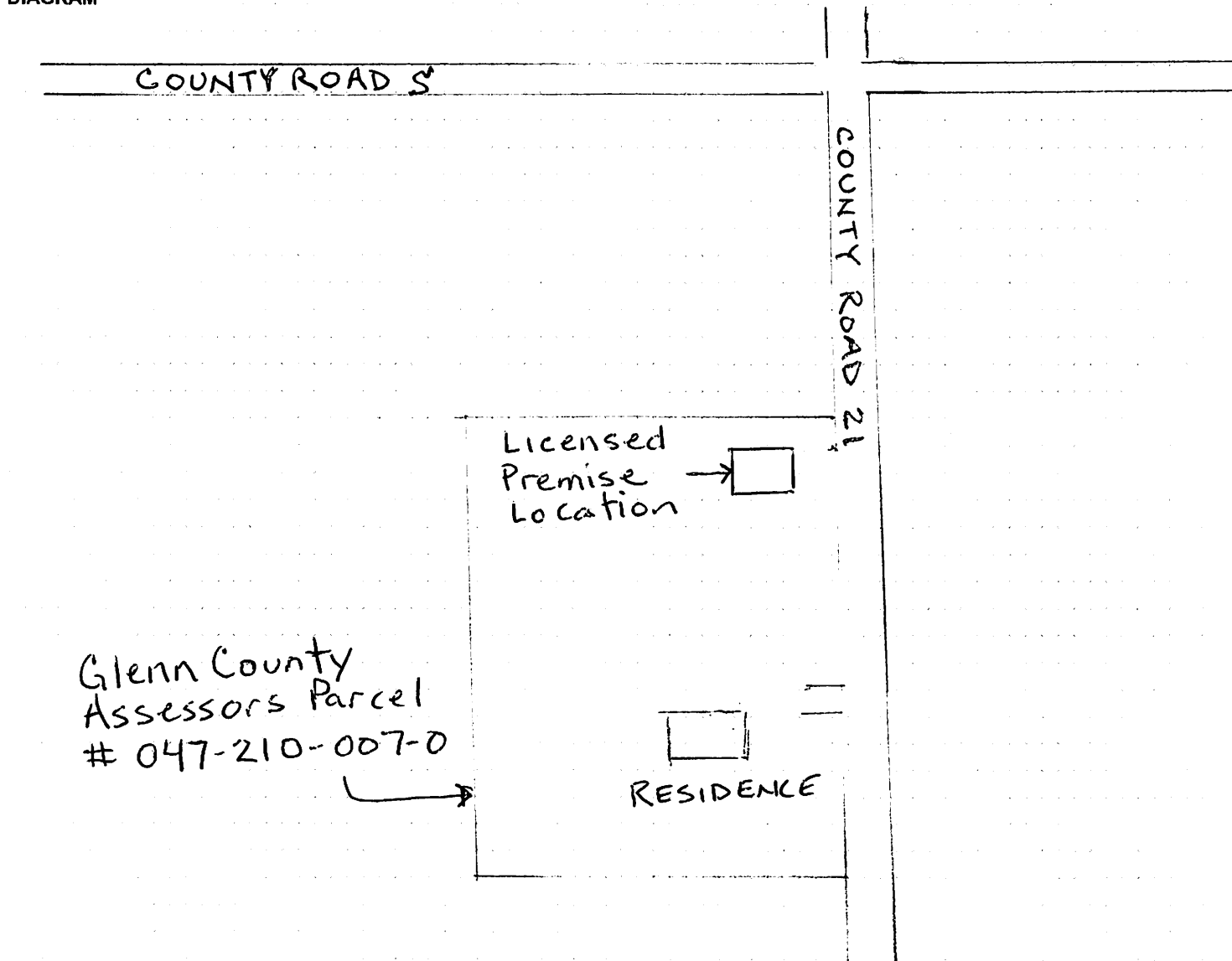
02 - Winegrowers

3. PREMISES ADDRESS (Street number and name, city, zip code)

7365 County Road 21, Orland, CA. 95963

4. NEAREST CROSS STREET

County Road S

DIAGRAM

I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE

DATE SIGNED

Atlee C. Horner II

2-15-20

FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)

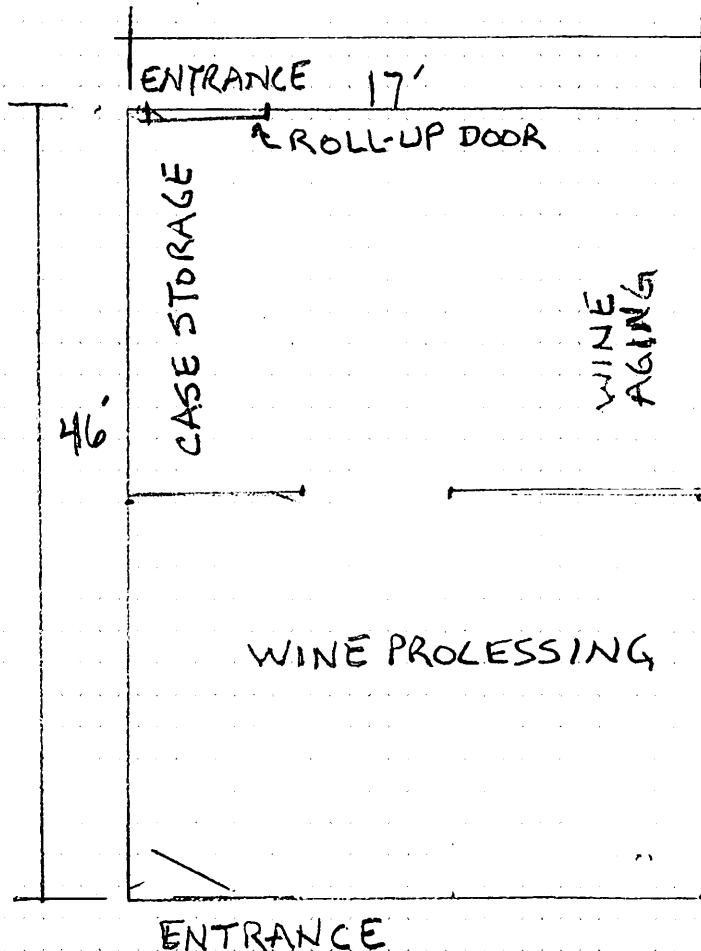
PRINTED NAME

INSPECTION DATE

LICENSED PREMISES DIAGRAM (NON-RETAIL)

1. APPLICANT NAME (Last, first, middle) Horner II, Atlee, Anthony	2. LICENSE TYPE 02 - Winegrowers
3. PREMISES ADDRESS (Street number and name, city, zip code) 7365 County Road 21, Orland, CA. 95963	4. NEAREST CROSS STREET County Road S

The diagram below is a true and correct description of the entrances, exits, interior walls and exterior boundaries of the premises to be licensed, *including dimensions*.

DIAGRAM

It is hereby declared that the above-described premises and character of premises, as indicated on the reverse side, will not be changed in accordance with Rule 64.2 of the California Code of Regulations without first notifying and securing written approval of the Department of Alcoholic Beverage Control. Substantial changes to the premises may require an application fee in accordance with Section 24072 of the Business and Professions Code. I declare under penalty of perjury that the foregoing is true and correct.

APPLICANT SIGNATURE (Only one signature required) <i>Atlee H. Horner II</i>	DATE SIGNED 2-15-20	
FOR ABC USE ONLY		
CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

PLANNED OPERATION (NON-RETAIL)

1. APPLICANT NAME(S) (Last, first, middle) Horner II, Allee, Anthony					2. LICENSE TYPE(S) 02 - Winegrowers		
3. PREMISES ADDRESS (Street number and name, city, zip code) 7365 County Road 21, Orland, CA. 95963							
4. PREMISES (Check all that apply)							
<input type="checkbox"/> Office <input type="checkbox"/> Warehouse <input checked="" type="checkbox"/> Production Facility <input type="checkbox"/> Alternating Proprietorship <input type="checkbox"/> Tasting Room <input type="checkbox"/> Joint Tasting Room <input type="checkbox"/> Restaurant on Premises							
5. MANUFACTURE				IMPORT		WHOLESALE (Distribute)	
<input type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input type="checkbox"/> Distilled Spirits				<input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Distilled Spirits		<input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Distilled Spirits	
6. SELL TO							
<input checked="" type="checkbox"/> Retailers <input type="checkbox"/> Wholesalers <input type="checkbox"/> Consumers <input type="checkbox"/> Export out of California							
7. OPERATING HOURS							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Opening Time							
Closing Time							
8. LIST ANY BRAND NAME(S) AND TYPE(S) OF ALCOHOL PRODUCT YOU WILL MANUFACTURE/IMPORT/DISTRIBUTE Unhinged Cellars; Wine							
9. IF CONTRACTING WITH A MANUFACTURER TO MAKE A CUSTOM PRODUCT TO BE SOLD UNDER YOUR BRAND NAME LIST NAME AND LICENSE NUMBER OF MANUFACTURER.							
10. LIST NAME(S) AND ADDRESS(ES) OF ALL SUPPLIERS OF <u>ALCOHOLIC BEVERAGES</u> (Street number and name, city, state, zip code)							
11. ALCOHOLIC BEVERAGES WILL BE SHIPPED TO MY CUSTOMERS FROM (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)							
<input checked="" type="checkbox"/> Applied-for premises <input type="checkbox"/> Type 14 (Public Warehouse) ABC License Number _____ Address _____ <input type="checkbox"/> Other (E.G. Duplicate 02) ABC License Number _____ Address _____							
12. ALCOHOLIC BEVERAGES WILL BE STORED AT (Street number and name, city, state, zip code) 7365 County Road 21, Orland, CA. 95963				13. BUSINESS RECORDS WILL BE MAINTAINED AT (Street number and name, city, state, zip code) 7365 County Road 21, Orland, CA. 95963			
14. FEDERAL BASIC PERMIT REQUIRED FROM ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)?							
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No APPLICATION DATE _____							
15. IF APPLYING FOR TYPE 02 WINEGROWER LICENSE OR TYPE 22 WINEBLENDER LICENSE, LIST BONDED WINERY PERMIT NUMBER ISSUED BY TTB (REQUIRED) BONDED WINERY PERMIT NUMBER BWN-CA-23189							
16. REGISTRATION REQUIRED FROM STATE BOARD OF EQUALIZATION?							
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No REGISTRATION DATE _____							
FOR ABC USE ONLY							
INFORMATION PROVIDED				PROVIDED BY (Name)		DATE PROVIDED	
<input type="checkbox"/> ABC-579 Instructions to Beer Suppliers <input type="checkbox"/> ABC-413 Instructions to Distilled Spirits Shipper <input type="checkbox"/> ABC-414 Distilled Spirits Shipper Agreement							
COMMENTS/ADDITIONAL INFORMATION							

LICENSED PREMISES DIAGRAM (RETAIL)

1. APPLICANT NAME (If individual: Last, first, middle)

Horner II, Atlee Anthony

2. LICENSE TYPE

02 Winegrowers

3. PREMISES ADDRESS (Street number and name, city, zip code)

7365 County Road 21, Orland, CA. 95963

4. NEAREST CROSS STREET

County Road S

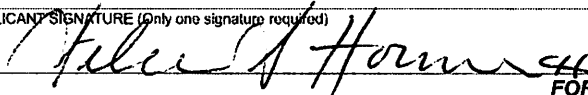
The diagram below is a true and correct description of the entrances, exits, interior walls and exterior boundaries of the premises to be licensed, *including dimensions and identification of each room (i.e., "storeroom", "office", etc.)*.

DIAGRAM

None planned.

It is hereby declared that the above-described premises and character of premises, as indicated on the reverse side, will not be changed in accordance with Rule 64.2 of the California Code of Regulations without first notifying and securing approval of the Department of Alcoholic Beverage Control. Substantial changes to the premises may require an application fee in accordance with Section 24072 of the Business and Professions Code. I declare under penalty of perjury that the foregoing is true and correct.

APPLICANT SIGNATURE (Only one signature required)



DATE SIGNED

2-15-20

FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)

PRINTED NAME

INSPECTION DATE

PLANNED OPERATION (RETAIL)**SECTION I - FOR ALL RETAIL APPLICANTS**

1. APPLICANT NAME(S) (If Individual: Last, First, Middle Initial)				2. LICENSE TYPE(S)																																							
3. PREMISES ADDRESS (Street number and name, city, zip code)				4. NEAREST CROSS STREET																																							
5. TYPE OF BUSINESS (Choose one that best describes the planned operation) <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Full Service Restaurant</td> <td><input type="checkbox"/> Cafeteria/Hofbrau</td> <td><input type="checkbox"/> Cocktail Lounge</td> <td><input type="checkbox"/> Private Club</td> </tr> <tr> <td><input type="checkbox"/> Deli or Specialty Restaurant</td> <td><input type="checkbox"/> Comedy Club</td> <td><input type="checkbox"/> Night Club</td> <td><input type="checkbox"/> Veterans Club</td> </tr> <tr> <td><input type="checkbox"/> Cafe/Coffee Shop</td> <td><input type="checkbox"/> Brew Pub</td> <td><input type="checkbox"/> Tavern</td> <td><input type="checkbox"/> Fraternal Club</td> </tr> <tr> <td><input type="checkbox"/> Bed & Breakfast</td> <td><input type="checkbox"/> Theater</td> <td><input type="checkbox"/> Wine Tasting Room</td> <td></td> </tr> <tr> <td colspan="4" style="border-top: 1px dashed black;"></td> </tr> <tr> <td><input type="checkbox"/> Supermarket</td> <td><input type="checkbox"/> Membership Store</td> <td><input type="checkbox"/> Service Station</td> <td><input type="checkbox"/> Swap Meet/Flea Market</td> </tr> <tr> <td><input type="checkbox"/> Liquor Store</td> <td><input type="checkbox"/> Department Store</td> <td><input type="checkbox"/> Convenience Market</td> <td><input type="checkbox"/> Drive-in Dairy</td> </tr> <tr> <td><input type="checkbox"/> Variety/Drug Store</td> <td><input type="checkbox"/> Gift Shop/Florist</td> <td><input type="checkbox"/> Convenience Market w/Gasoline</td> <td></td> </tr> <tr> <td colspan="4"><input type="checkbox"/> Other - describe: _____</td> </tr> </table>								<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Cafeteria/Hofbrau	<input type="checkbox"/> Cocktail Lounge	<input type="checkbox"/> Private Club	<input type="checkbox"/> Deli or Specialty Restaurant	<input type="checkbox"/> Comedy Club	<input type="checkbox"/> Night Club	<input type="checkbox"/> Veterans Club	<input type="checkbox"/> Cafe/Coffee Shop	<input type="checkbox"/> Brew Pub	<input type="checkbox"/> Tavern	<input type="checkbox"/> Fraternal Club	<input type="checkbox"/> Bed & Breakfast	<input type="checkbox"/> Theater	<input type="checkbox"/> Wine Tasting Room						<input type="checkbox"/> Supermarket	<input type="checkbox"/> Membership Store	<input type="checkbox"/> Service Station	<input type="checkbox"/> Swap Meet/Flea Market	<input type="checkbox"/> Liquor Store	<input type="checkbox"/> Department Store	<input type="checkbox"/> Convenience Market	<input type="checkbox"/> Drive-in Dairy	<input type="checkbox"/> Variety/Drug Store	<input type="checkbox"/> Gift Shop/Florist	<input type="checkbox"/> Convenience Market w/Gasoline		<input type="checkbox"/> Other - describe: _____			
<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Cafeteria/Hofbrau	<input type="checkbox"/> Cocktail Lounge	<input type="checkbox"/> Private Club																																								
<input type="checkbox"/> Deli or Specialty Restaurant	<input type="checkbox"/> Comedy Club	<input type="checkbox"/> Night Club	<input type="checkbox"/> Veterans Club																																								
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<input type="checkbox"/> Variety/Drug Store	<input type="checkbox"/> Gift Shop/Florist	<input type="checkbox"/> Convenience Market w/Gasoline																																									
<input type="checkbox"/> Other - describe: _____																																											
6. PATRON CAPACITY		7. SURROUNDING AREA		8. PREMISES IS LOCATED IN																																							
		<input type="checkbox"/> Commercial <input type="checkbox"/> Rural <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Other _____		<input type="checkbox"/> Free Standing Building <input type="checkbox"/> Shopping Center (Name): _____ <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> 10 Units or Less <input type="checkbox"/> More than 10 Units </div>																																							
9. FOOD SERVICE		10. PARKING LOT?		11. PATIO?		12. WILL YOU HIRE A MANAGER? (Rule 57.5)																																					
<input type="checkbox"/> None <input type="checkbox"/> Minimal <input type="checkbox"/> Full Meals		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No																																					
14. MEAL TYPE		15. TYPE OF FOOD				16. HOURS OF FOOD SERVICE																																					
<input type="checkbox"/> Dinner House <input type="checkbox"/> Seafood <input type="checkbox"/> Fast Food/Deli <input type="checkbox"/> Other: _____ <input type="checkbox"/> Pizza/Pasta _____		<input type="checkbox"/> American <input type="checkbox"/> Greek <input type="checkbox"/> Indian <input type="checkbox"/> French <input type="checkbox"/> Chinese <input type="checkbox"/> Korean <input type="checkbox"/> Italian <input type="checkbox"/> Thai <input type="checkbox"/> Japanese <input type="checkbox"/> Other: _____				BREAKFAST HOURS From: _____ To: _____ LUNCH HOURS From: _____ To: _____ DINNER HOURS From: _____ To: _____																																					
17. OPERATING HOURS																																											
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																				
Opening Time																																											
Closing Time																																											
18. ENTERTAINMENT (One or more may apply. Please describe any entertainment with an asterisk (*) below) <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> None</td> <td><input type="checkbox"/> *Amplified Music</td> <td><input type="checkbox"/> Patron Dancing</td> <td><input type="checkbox"/> Card Room</td> </tr> <tr> <td><input type="checkbox"/> Recorded Music</td> <td><input type="checkbox"/> *Live Entertainment</td> <td><input type="checkbox"/> Bikini/Topless/Exotic</td> <td><input type="checkbox"/> Movies</td> </tr> <tr> <td><input type="checkbox"/> Juke Box</td> <td><input type="checkbox"/> *Floor/Stage Shows</td> <td><input type="checkbox"/> Pool/Billiard Tables</td> <td><input type="checkbox"/> *Hot Spot/Lottery</td> </tr> <tr> <td><input type="checkbox"/> *Other</td> <td><input type="checkbox"/> Karaoke</td> <td><input type="checkbox"/> *Amateur/Pro Sports Events</td> <td><input type="checkbox"/> Video/Coin-Operated Games</td> </tr> </table> *Description: _____								<input type="checkbox"/> None	<input type="checkbox"/> *Amplified Music	<input type="checkbox"/> Patron Dancing	<input type="checkbox"/> Card Room	<input type="checkbox"/> Recorded Music	<input type="checkbox"/> *Live Entertainment	<input type="checkbox"/> Bikini/Topless/Exotic	<input type="checkbox"/> Movies	<input type="checkbox"/> Juke Box	<input type="checkbox"/> *Floor/Stage Shows	<input type="checkbox"/> Pool/Billiard Tables	<input type="checkbox"/> *Hot Spot/Lottery	<input type="checkbox"/> *Other	<input type="checkbox"/> Karaoke	<input type="checkbox"/> *Amateur/Pro Sports Events	<input type="checkbox"/> Video/Coin-Operated Games																				
<input type="checkbox"/> None	<input type="checkbox"/> *Amplified Music	<input type="checkbox"/> Patron Dancing	<input type="checkbox"/> Card Room																																								
<input type="checkbox"/> Recorded Music	<input type="checkbox"/> *Live Entertainment	<input type="checkbox"/> Bikini/Topless/Exotic	<input type="checkbox"/> Movies																																								
<input type="checkbox"/> Juke Box	<input type="checkbox"/> *Floor/Stage Shows	<input type="checkbox"/> Pool/Billiard Tables	<input type="checkbox"/> *Hot Spot/Lottery																																								
<input type="checkbox"/> *Other	<input type="checkbox"/> Karaoke	<input type="checkbox"/> *Amateur/Pro Sports Events	<input type="checkbox"/> Video/Coin-Operated Games																																								
19. PREMISES IS LOCATED ON				20. TYPE OF STRUCTURE																																							
<input type="checkbox"/> Major Thoroughfare <input type="checkbox"/> Secondary Street <input type="checkbox"/> Other _____				<input type="checkbox"/> Single Story <input type="checkbox"/> Two-Story <input type="checkbox"/> Multi-Story - Number of stories: _____																																							
21. PASS-THROUGH WINDOW?		22. FIXED BARS?		23. WHAT PERCENTAGE OF YOUR TOTAL SALES WILL BE ALCOHOLIC BEVERAGES?																																							
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes - how many: _____ <input type="checkbox"/> No																																									
FOR ABC USE ONLY																																											
24. INFORMATION GIVEN (R-27, R-107, Sec. 25612.5, Sec. 23790.5, etc.)						25. DATE ENTERED INTO CABIN																																					

ZONING AFFIDAVIT*Instructions to the Applicant: Complete Items 1 - 14. Sign and date the form and submit it to ABC.*

1. APPLICANT(S) NAME (Last, first, middle)

Cousins Estate Vineyard, LLC DBA Unhinged Cellars

2. PREMISES ADDRESS (Street number and name, city, zip code)

7365 County Road 21, Orland, CA 95963

3. PARCEL NUMBER OF PROPERTY (Obtain from
County Assessor's Office)

047-210-007-0

4. TYPE OF LICENSE APPLIED FOR

5. UPGRADE OF LICENSED PRIVILEGES

☐ Yes☐ No

6. CURRENT LICENSE TYPE AT THIS LOCATION, IF ANY

7. TYPE OF BUSINESS (i.e., restaurant, mini-mart, gas station, etc.)

Winegrowers

8. ARE THE PREMISES INSIDE THE CITY LIMITS?

☐ Yes ☒ No*For answers to Questions 8 - 14, contact your local city OR county planning department (if inside the city limits, contact city planning; if outside, contact county planning).*

9. HOW ARE APPLICANT PREMISES ZONED? STATE TYPE (i.e., "C" commercial, "R" residential, etc.)

Agriculture

10. DOES ZONING PERMIT INTENDED USE?

☐ Yes☐ No11. IS A CONDITIONAL USE PERMIT (C.U.P.) NEEDED?
(If yes, please attach copy of receipt or C.U.P.)☒ Yes☐ No

12. IF YES, DATE YOU FILED APPLICATION FOR C.U.P.

4-20-20

13. NAME OF PLANNER CONTACTED AT PLANNING DEPARTMENT

John Lanier

14. PLANNER'S PHONE NUMBER

530-934-6540

Under the penalty of perjury, I declare the information in this affidavit is true to the best of my

15. APPLICANT'S SIGNATURE (One signature will suffice)

Stacy St. Louis

16. DATE SIGNED

4-20-20

FOR DEPARTMENT USE ONLY☐ C.U.P. Approved

IF APPROVED, EFFECTIVE DATE

FILE NUMBER

☐ C.U.P. Denied

DATE DENIED

GENERAL INFORMATION

•Section 23790 of the Business and Professions Code says that ABC may not issue a retail license contrary to a valid zoning ordinance. This form will help us determine whether your proposed business is properly zoned for alcoholic beverage sales.

•A conditional use permit (CUP) (Item 11) is a special zoning permit granted after an individual review of proposed land-use has been made. CUP's are used in situations where the proposed use may create hardships or hazards to neighbors and other community members who are likely to be affected by the proposed use. The ABC district office will not make a final recommendation on your license application until after the local CUP review process has been completed. If the local government denies the CUP, ABC must deny your license application.

23790. Zoning ordinances. No retail license shall be issued for any premises which are located in any territory where the exercise of the rights and privileges conferred by the license is contrary to a valid zoning ordinance of any county or city.

Premises which had been used in the exercise of those rights and privileges at a time prior to the effective date of the zoning ordinance may continue operation under the following conditions:

(a) The premises retain the same type of retail liquor license within a license classification.

(b) The licensed premises are operated continuously without substantial change in mode or character of operation.

For purposes of this subdivision, a break in continuous operation does not include:

(1) A closure for not more than 30 days for purposes of repair, if that repair does not change the nature of the licensed premises and does not increase the square footage of the business used for the sale of alcoholic beverages.

(2) The closure for restoration of premises rendered totally or partially inaccessible by an act of God or a toxic accident, if the restoration does not increase the square footage of the business used for the sale of alcoholic beverages.

STATEMENT RE: RESIDENCES
(Rule 61.4)

Applicant: Please complete left side of form, then sign. List addresses of all residences within 100 feet of your proposed premises. If there are none, write "None." Measure all distances by direct line from the closest edge of the residential structure to the closest edge of your structure or parking lot, whichever is closer. Your "parking lot" includes any area that is maintained for the benefit of your patrons or operated in conjunction with your premises. Continue on reverse if needed.

1. APPLICANT NAME

Cousins Estate Vineyard, LLC

2. PREMISES ADDRESS (Street number and name, city, zip code)

7365 County Road 21, Orland, CA. 95963

3. RESIDENCES WITHIN 100'

DEPARTMENT USE ONLY

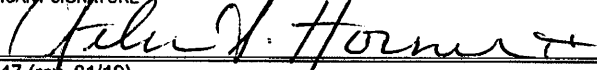
	LTR	PERS	DATE	DISTANCE	SEPARATION FACTORS
1. None.	<input type="checkbox"/>	<input type="checkbox"/>		ft.	
	NAME				
2.	<input type="checkbox"/>	<input type="checkbox"/>		ft.	
	NAME				
3.	<input type="checkbox"/>	<input type="checkbox"/>		ft.	
	NAME				
4.	<input type="checkbox"/>	<input type="checkbox"/>		ft.	
	NAME				
5.	<input type="checkbox"/>	<input type="checkbox"/>		ft.	
	NAME				
6.	<input type="checkbox"/>	<input type="checkbox"/>		ft.	
	NAME				
7.	<input type="checkbox"/>	<input type="checkbox"/>		ft.	
	NAME				
8.	<input type="checkbox"/>	<input type="checkbox"/>		ft.	
	NAME				

NON-INTERFERENCE (For Department Use Only)

I acknowledge that any false, misleading or omitted information required in this statement may constitute grounds for denial of application for the license, or if the license is issued in reliance upon information in this statement which is offered, false or misleading, then such misinformation or omission will constitute grounds for revocation of the license so issued.

4. APPLICANT SIGNATURE

DATE SIGNED



2-15-20

INFORMATION AND INSTRUCTIONS

Rule 61.4, Chapter 1, Title 4, California Code of Regulations states:

No original issuance of a retail license or premises-to-premises transfer of a retail license shall be approved for premises at which either of the following conditions exist:

- (a) The premises are located within 100 feet of a residence.
- (b) The parking lot or parking area which is maintained for the benefit of patrons of the premises, or operated in conjunction with the premises, is located within 100 feet of a residence. Where the parking lot is maintained for the benefit of patrons of multiple businesses in the vicinity of the premises, the parking area considered for the purpose of this rule shall be determined by the area necessary to comply with the off-street parking requirements as mandated by the local ordinance, or if there are no local requirements for off-street parking, then the area which would reasonably be necessary to accommodate the anticipated parking needs of the premises, taking into consideration the type business and operation contemplated.

Distances provided for in this rule shall be measured by airline from the closest edge of any residential structure to the closest edge of the premises or the closest edge of the parking lot or parking area, as defined herein above, whichever distance is shorter.

This rule does not apply where the premises have been licensed and operated with the same type license within 90 days of the application.

Notwithstanding the provisions of this rule, the department may issue an original retail license or transfer a retail license premises-to-premises where the applicant establishes the operation of the business would not interfere with the quiet enjoyment of the property by residents.

A residence is defined as a place where people actually live, such as a single family home, condo, residential hotel or motel, or mobile home.

A determination must be made as to whether or not your proposed premises is located in an area as described above. In order to make such determination, it will be necessary for you to complete the front of this form, to be submitted at the time you file a formal application.

If you can establish that your business will not disturb the residents, your license may be issued subject to appropriate conditions.

STATEMENT RE: CONSIDERATION POINTS

Applicant: Please complete left side of form, then sign. List the names and addresses of all schools, churches, hospitals, public playgrounds, and youth facilities located within 600 feet of your proposed premises. Measure all distances by direct line from the closest edge of the facility structure to the closest edge of your structure. Continue on reverse if needed.

1. APPLICANT NAME

Cousins Estate Vineyard, LLC.

2. PREMISES ADDRESS (Street number and name, city, zip code)

7365 County Road 21, Orland, CA. 95963

3. FACILITY NAME/ADDRESS		DEPARTMENT USE ONLY			
		LTR	PERS	DATE	DISTANCE
1. None.		<input type="checkbox"/>	<input type="checkbox"/>		FT.
	NAME				
2.		<input type="checkbox"/>	<input type="checkbox"/>		FT.
	NAME				
3.		<input type="checkbox"/>	<input type="checkbox"/>		FT.
	NAME				
4.		<input type="checkbox"/>	<input type="checkbox"/>		FT.
	NAME				
5.		<input type="checkbox"/>	<input type="checkbox"/>		FT.
	NAME				
6.		<input type="checkbox"/>	<input type="checkbox"/>		FT.
	NAME				
7.		<input type="checkbox"/>	<input type="checkbox"/>		FT.
	NAME				
8.		<input type="checkbox"/>	<input type="checkbox"/>		FT.
	NAME				
9.		<input type="checkbox"/>	<input type="checkbox"/>		FT.
	NAME				

I acknowledge that any false, misleading or omitted information required in this statement may constitute grounds for denial of the application for the license, or, if the license is issued in reliance upon information in this statement which is omitted, false or misleading, then such misinformation or omission will constitute grounds for revocation of the license so issued.

4. APPLICANT SIGNATURE



DATE SIGNED

2-15-20

LIMITED LIABILITY COMPANY QUESTIONNAIRE

Instructions: An individual managing member or designee may sign on behalf of the limited liability company. Attach a copy of original operating agreement and all amendments.

1. LIMITED LIABILITY COMPANY NAME Cousins Estate Vineyard, LLC		2. TELEPHONE NUMBER (530) 520-0272	
3. PREMISES ADDRESS <small>(Street number and name, city, zip code)</small> 7365 County Road 21, Orland, CA. 95963			
4. COMPANY HEADQUARTERS ADDRESS <small>(Street number and name, city, state, zip code)</small> 7365 County Road 21, Orland, CA. 95963		5. HEADQUARTERS TELEPHONE NUMBER (530) 520-0272	
6. COMPANY ATTORNEY'S NAME Garner Law Office		7. ATTORNEY'S TELEPHONE NUMBER (530) 934-3324	
8. COMPANY ATTORNEY'S ADDRESS <small>(Street number and name, city, state, zip code)</small> 109 N Marshall Ave, Willows, CA 95988			
9. DATE LLC-1 FILED WITH SECRETARY OF STATE 02/09/2016	10. STATE WHERE LLC-1 FILED WITH SECRETARY OF STATE CA	11. STATE WHERE LLC FORMED CA	12. ARTICLES OF ORGANIZATION (LLC-2 OR LLC-10) HAS BEEN AMENDED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
13. OPERATING AGREEMENT DATE 01/01/2016		14. LAST AMENDMENT DATE 01/01/2019	
15. The Limited Liability Company will be managed by (check one) <input type="checkbox"/> One Manager <input type="checkbox"/> More than one Manager <input checked="" type="checkbox"/> Members <input type="checkbox"/> Single Member			
16. NAME OF MANAGER(S)			
MANAGER PRINTED NAME		MANAGER PRINTED NAME	
MANAGER PRINTED NAME		MANAGER PRINTED NAME	
17. NAME OF OFFICERS AUTHORIZED BY ARTICLES OR AGREEMENT			
OFFICER PRINTED NAME Atlee A. Horner II		OFFICER PRINTED NAME	
OFFICER PRINTED NAME		OFFICER PRINTED NAME	
18. LIST ALL MEMBERS			
MEMBER'S PRINTED NAME Atlee A. Horner II	PERCENTAGE OF OWNERSHIP 16.67	EFFECTIVE DATE 01/01/2016	
MEMBER'S PRINTED NAME Kelly A. Horner	PERCENTAGE OF OWNERSHIP 16.67	EFFECTIVE DATE 01/01/2016	
MEMBER'S PRINTED NAME Lonnie M. St. Louis	PERCENTAGE OF OWNERSHIP 16.67	EFFECTIVE DATE 01/01/2016	
MEMBER'S PRINTED NAME Stacy A. St. Louis	PERCENTAGE OF OWNERSHIP 16.67	EFFECTIVE DATE 01/01/2016	
MEMBER'S PRINTED NAME Wade E. Maxwell	PERCENTAGE OF OWNERSHIP 16.67	EFFECTIVE DATE 01/01/2016	
I hereby certify that the above are the present managers, officers, and members of the limited liability company and that each such manager, officer, and member is the real party in interest with respect to his or her position and is not acting, directly or indirectly as an agent, employee or representative of any other person not reported to the Department. The provisions of sections 23405.2 and 23405.3 of the Business and Professions Code are hereby acknowledged. It is understood that changes within the limited liability company and/or its entities holding interest in the limited liability company will be reported to the Department and a fee may be required pursuant to Sections 24071.1 & 24072 B&P.			
19. SIGNATURE OF MANAGER OR DESIGNEE 		PRINTED NAME Atlee A. Horner II	DATE SIGNED 02/15/2020

(Use reverse for additional names if needed)

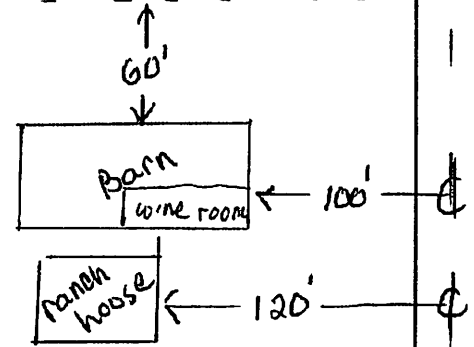
[illegible]

West

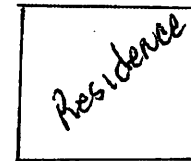
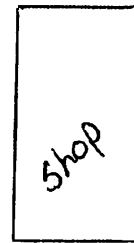
County Road 5

olive orchard

Glenn County
Assessors Parcel
047-210-007-0



10 Acres



1 acre of grapes

Property line ↑

Almond orchard

dead End

East

500+5

olive orchard

200+5

John Lanier

From: Darin Titus <darin@hfalmonds.com>
Sent: Tuesday, May 12, 2020 3:35 PM
To: John Lanier
Subject: Conditional Use Permit 2020-004 Cousins Estate Vineyard

Mr Lanier,

In response to the vicinity notice regarding application 2020-04 for the proposed Conditional Use Permit.

Timiran Inc.dba Hart Farms has no objections to the permit. As a property owner directly south of the St Louis Property we consider ourselves lucky to have them as neighbors and are confident they will honor any requirements set forth in maintaining compliance with such a permit.

Thank You

Darin Titus
General Manager
Hart Farms
7418 County Road 24
Orland, CA 95963
Office (530)865-2975
Cell (530)520-7171

Total Control Panel

[Login](#)

To: jlanier@countyofglenn.net
From: darin@hfalmonds.com

Message Score: 15
My Spam Blocking Level: Custom

[Block](#) this sender
[Block](#) hfalmonds.com

High (60): **Pass**
Medium (75): **Pass**
Low (90): **Pass**
Custom (50): **Pass**

This message was delivered because the content filter score did not exceed your filter level.

Northeast Center of the
California Historical Resources
Information System

BUTTE
GLENN
LASSEN
MODOC
PLUMAS
SHASTA

SIERRA
SISKIYOU
SUTTER
TEHAMA
TRINITY

123 West 6th Street, Suite 100
Chico CA 95928
Phone (530) 898-6256
neinfocntr@csuchico.edu

May 27, 2020

Glenn County
Planning & Development Services Agency
777 North Colusa Street
Willows, CA 95988
ATTN: Mr. John Lanier

**I.C. File # Y20-6
Project Review**

RE: Conditional Use Permit 2020-004; Cousins Estate Vineyard, LLC / APN 047-210-007
T22N, R2W, Section 33 MDBM
USGS Hamilton City (1969) 7.5' and Willows (1951) 15' quadrangles
10 acres (Glenn County)

Dear Mr. Lanier,

In response to your request, a project review for the project cited above was conducted by examining the official maps and records for archaeological sites and surveys in Glenn County.

RESULTS:

Prehistoric Resources: According to our records, no sites of this type have been recorded in the project area or the 1-mile project vicinity. The project area is located in a region utilized by Konkow Maidu populations. Unrecorded prehistoric cultural resources may be located in the project area.

Historic Resources: According to our records, no sites of this type have been recorded in the project area or the 1-mile project vicinity. Unrecorded historic cultural resources may be located in the project area.

The USGS Orland (1969) 7.5' and Willows (1951) 15' quad maps indicate that the project area lies 4.5 miles southwest of Orland and that roads and structures are located in the project area, while the Plaza School, Plaza Road, Haigh Landing Field, orchards, canals, roads, and structures are located within the project vicinity.

Previous Archaeological Investigations: According to our records, the project area has not been previously surveyed for cultural resources by a professional archaeologist.

Literature Search: The official records and maps for archaeological sites and surveys in Glenn County were reviewed. Also reviewed: **National Register of Historic Places - Listed properties and Determined Eligible Properties** (2012), **California Register of Historical Resources** (2012), **California Points of Historical Interest** (2009), **California Investigation of Historic Resources** (1976), **California Historical Landmarks** (2012), **Gold Districts of California – Bulletin 193** (2012), **Historic Spots in California – Fifth Edition** (2002), **Handbook of North American Indians, Vol. 8, California** (1978), and **Built Environment Resource Directory** (2019).

RECOMMENDATIONS:

Based upon the above information and the local topography, and regional history, the project is located in an area considered to be sensitive for prehistoric, protohistoric, and historic cultural resources. Konkow Maidu populations used the local region for seasonal and/or permanent settlement, as well as for the gathering of plants, roots, seeds, domestic materials, and hunting seasonal game. Historically, Euro-Americans utilized the region for farming and transportation opportunities.

Therefore, because the project area has not been previously surveyed, we recommend that a professional archaeologist be contacted to conduct a cultural resources survey of the entire project area. The project archaeologist will be able to offer recommendations for the preservation of or mitigation of effects on any cultural resources encountered as a result of field survey. A list of qualified consultants is available online at www.chrisinfo.org.

The project archaeologist should also contact the appropriate local Native American representatives for information regarding traditional cultural properties that may be located within project boundaries for which we have no records. The Native American Heritage Commission should be contacted at (916) 373-3710 for information regarding Native American representatives in the vicinity of the project.

During any phase of parcel development, if any potential prehistoric, protohistoric, and/or historic cultural resources are encountered, all work should cease in the area of the find pending an examination of the site and materials by the project archaeologist. This request to cease work in the area of a potential cultural resource find is intended for accidental discoveries made during construction activities, and is not intended as a substitute for the recommended cultural resources survey.

The fee for this project review is \$75.00 (1 hour Project Review Time @ \$75.00 per hour). Payment for this project review was received on May 27, 2020 (Check # 2013). Thank you for your dedication preserving Glenn County's and California's irreplaceable cultural heritages, and please feel free to contact us if you have any questions or need any further information or assistance.

Sincerely,

A handwritten signature in cursive script that reads "Kyle Deutsch".

Kyle Deutsch, BA
GIS Specialist



PUBLIC WORKS AGENCY

P.O. Box 1070 / 777 N. Colusa Street
Willows, CA 95988

Airports
Engineering
Flood Control
Roads & Bridges
Solid Waste
Surveyor
Transit

Cole Grube, P.E., Director

May 28, 2020

Glenn County Planning and
Community Development Services
777 N. Colusa Street
Willows, CA 95988

Attn: Greg Conant, Assistant Planner

Subject: Conditional Use Permit 2020-004 – Cousins Estate Vineyard, LLC

Comments

That prior to any work being done in the County Right-of-Way an Encroachment Permit shall be applied for and received from the Glenn County Public Works Agency.

That the applicant shall construct off-street parking in accordance with the requirements of Title 15.610 of the Glenn County Code. Said parking areas shall be designed to accommodate all employees and customers.

Conditions

That no off-site parking associated with this development shall be allowed on County Road 21.

A handwritten signature in black ink that reads "Michael Biggs". The signature is written in a cursive style.

Michael Biggs
Engineering Technician III
Glenn County Public Works

GLENN COUNTY

Planning & Community Development Services Agency Environmental Health Department

225 N Tehama St.
Willows, CA 95988
Tel: 530.934.6102 Fax: 530.934.6103
www.countyofglenn.net



DONALD RUST, Director

TO: John Lanier, Assistant Planner
Planning & Community Development Services Agency

FROM: John Wells, Environmental Health Specialist
Environmental Health

RE: CUP 2020-004 – Cousin Estate Vineyard, Inc. (APN 047-210-007)

DATE: July 8, 2020

Environmental Health has reviewed the Conditional Use Permit application for the proposed wine production and storage facility proposed for 7365 County Road 21, Orland, CA 95963. We have the following comments on the project:

Food Facility Permits

The proposed project may require a *Processed Food Registration (PFR)* from the California Department of Public Health – Food and Drug Branch. The project may also require a *Retail Food Facility Permit* from Glenn County. There are several possibilities to consider:

- **The Project Produces Wine Only** – if the winery only makes wine and maintains a current wine growers/blenders license with the ABC, they do not need a PFR.
- **The Project Produces Wine and Other Food Items** – If the winery produces other food products such as grape juice, vinegar, or other processed foods, they will need a PFR in addition to an ABC license.
- **The Project Offers Retail Sale of Food Items** – Wine tasting rooms are exempt from the California Retail Food Code. However, any retail sale other than wine tasting or bottles of wine will require the facility to apply for a Retail Food Facility Permit from Glenn County.

Liquid Waste

Wine, as a liquid waste, has a high *biological oxygen demand (BOD)*, which makes it difficult for bacteria break down during sewage treatment. Wine grapes, grape skins, and other winemaking wastes are similarly high BOD waste. High BOD wastes can overwhelm an onsite sewage disposal system (i.e. septic system) that has not been specifically designed for that purpose.

Implementation of a winery at the property will require the installation of an onsite sewage disposal system specifically to serve the winery. Due to the complex nature of treating liquid waste from a winery, the applicant will likely need to hire an engineer to design the system.

The Central Valley Regional Water Quality Control Board (RWQCB) may have additional requirements pertaining to waste water, storm water runoff, and related issues. The applicant should contact the RWQCB early in the planning process.

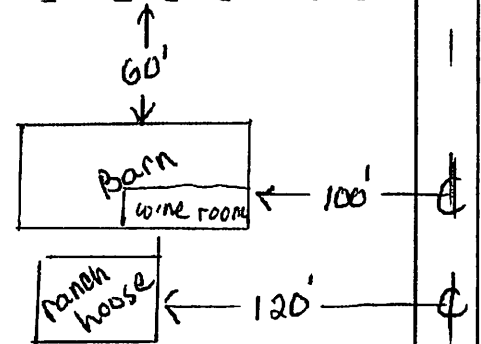
Please contact our office if you have any further questions pertaining to this project.

West

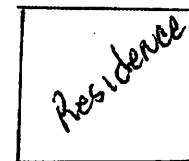
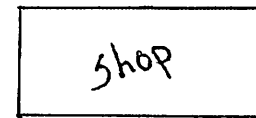
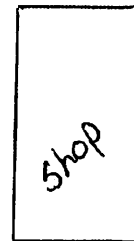
County Road 5

olive orchard

Glenn County
Assessors Parcel
047-210-007-0



10 Acres



1 acre of grapes

Property line ↑

Almond orchard

dead End

East

500+5

olive orchard

200+5

County Rd 2

NOTICE OF EXEMPTION

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

Project Title: Conditional Use Permit 2020-004, Cousins Estate Vineyard, LLC

Project Location: 7365 County Road 21, Orland, APN: 047-210-007

Description of Project: The applicant is requesting a Conditional Use Permit in order to produce and store wine for sale to restaurants and club members for off-site consumption (Alcohol Beverage Control (ABC) Type 02 License) from an existing permitted building.

Name of Public Agency Approving Project:
Glenn County Planning Commission

Name of Person(s) or Agency Carrying Out Project:
Glenn County Planning and Community Development Services Agency

Exempt Status: The project for a Conditional Use Permit in order to produce and store wine for sale to restaurants and club members for off-site consumption (Alcohol Beverage Control (ABC) Type 02 License) from an existing permitted building can be considered exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Public Resources Code section 15061(b) (3) (the "general rule" exemption). Producing and selling wine within an existing building will not result in, or otherwise compel any physical disturbance to the existing physical environment.

Lead Agency Contact: Donald Rust, Director
Glenn County Planning and Community Development Services Agency
225 North Tehama Street, Willows, CA 95988 (530-934-6540)

Signature: _____


Donald Rust, Director

Date: 8/19/2020

**VICINITY NOTICE OF A PUBLIC HEARING BY THE
GLENN COUNTY PLANNING COMMISSION**

Notice is hereby given that on **Wednesday, August 19, 2020, at 9:00 A.M.** in the Glenn County Board of Supervisors Chambers, 2nd Floor Memorial Hall, 525 West Sycamore Street, Willows, CA, the Glenn County Planning Commission will hold a public hearing on the following:

PROJECT: Conditional Use Permit 2020-004

APPLICANT: Cousins Estate Vineyard, LLC

LANDOWNER: Lonnie & Stacy St Louis

PROJECT DESCRIPTION: The applicant is requesting a Conditional Use Permit in order to produce and store wine for sale to restaurants and club members for off-site consumption (Alcohol Beverage Control (ABC) Type 02 License). A Notice of Exemption is proposed.

LOCATION: The project site is located at 7365 County Road 21, on the south side of County Road 21, east of County Road S, and north of County Road 24, in the unincorporated area of Glenn County, California.

ASSESSOR PARCEL NUMBER: 047-210-007

ZONING: "AE-40" (Exclusive Agriculture Zone)

GENERAL PLAN: "Intensive Agriculture"

DECISIONS: The Planning Commission may approve, deny, or continue the:

(A) Notice of Exemption from the California Environmental Quality Act (CEQA)

(B) Conditional Use Permit 2020-004

All environmental information and project documentation is available for review at the Planning & Community Development Services Agency office. Contact the planning staff at planning@countyofglenn.net or (530) 934-6540. To submit written comments by U.S. Mail for inclusion in the meeting record, they must be received by the Planning Division at 225 North Tehama Street, Willows, CA, 95988, no later than 9:00 a.m. on the morning of the noticed meeting. In order to honor Executive Order N-29-20, issued by California Governor Gavin Newsom, this meeting is anticipated to be conducted via teleconference and in person, attendance at the meeting is not anticipated to be allowed. However, you are encouraged to listen to the audio at <https://www.countyofglenn.net/government/minutes-agendas> and may submit written comments by email (during the meeting), at planning@countyofglenn.net. Every effort will be made to read or acknowledge your comments into the record, but some comments requiring more than 3 minutes to recite may be summarized due to time limitations. If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in correspondence delivered to the appropriate authority at, or prior to, the public hearing.

NOTIFICATION FOR REQUEST FOR AN
ALCOHOLIC BEVERAGE CONTROL LICENSE

NOTICE OF FILING

REQUEST FOR CONDITIONAL USE
PERMIT LEADING TO
THE ISSUANCE OF A

**LICENSE TO SELL
ALCOHOLIC
BEVERAGES**

APPLICANT: (Cousins Estate Vineyards, LLC)

ADDRESS: (7365 County Road 21, Orland, CA)

ALL INTERESTED PARTIES MAY CONTACT
THE AGENCY BELOW TO
COMMENT ON THIS PROPOSAL

For information or comments – Contact Glenn County
Planning & Community Development Services Agency
225 North Tehama Street
Willows, CA 95988
(530) 934-6540
planning@countyofglenn.net