

**GLENN COUNTY**  
**Planning & Community Development Services Agency**

225 N. Tehama Street  
Willows, CA 95988  
530.934.6540  
[www.countyofglenn.net](http://www.countyofglenn.net)



Donald Rust, Director

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North State Hulling Cooperative Inc.  
757 Miller Ave  
Chico, CA 95928

August 20, 2020

RE: Lot Line Adjustment 2020-001, Approval Notice  
APNs: 037-250-010, 037-260-016, 037-260-017, & 037-260-005

To whom it may concern,

On August 20, 2020, the Glenn County Planning & Community Development Services Director approved Lot Line Adjustment 2020-001.

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

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

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

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

Sincerely,

John Lanier  
Assistant Planner  
[janier@countyofglenn.net](mailto:janier@countyofglenn.net)

Cc: NorthStar  
Michael Mays, PLS 6967  
1111 Mission Ranch Blvd, Ste 100  
Chico, CA 95926

Glenn County Public Works Agency

Glenn County Assessor's Office

Glenn County Environmental Health Department

Glenn County Building Inspection Division

## **COMPLIANCE REQUIREMENTS**

### **Lot Line Adjustment 2020-001**

NORTH STATE HULLING COOPERATIVE, INC. A CALIFORNIA CORPORATION

1. The lot line adjustment shall conform to the lot line adjustment map being identified as Exhibit "A" as submitted and on file at the Glenn County Planning & Community Development Services Agency.
2. The Applicant(s) and/or successor(s) in interest shall defend, hold harmless and indemnify Glenn County from any claim, action or proceeding against Glenn County and/or its agents, officers and employees, to attack, set aside, void or annul the approval(s) granted by Glenn County concerning this proposal/project or any action relating to or arising out of such approval. The Applicant(s) and/or successor(s) in interest shall further indemnify Glenn County and/or its agents, officers and employees from liability for any award, damages, costs and fees, including but not limited to legal fees and costs, incurred by the County and/or awarded to any plaintiff in any action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant(s) and/or successor(s) in interest further agree to provide a defense for the County in any such action.
3. The landowners shall pay all property taxes to the Glenn County Tax Collector and shall provide a Tax Collector's Certificate to the Glenn County Planning & Community Development Services Agency prior to the recordation of any document for this lot line adjustment.
4. Onsite Wastewater Treatment Systems (OWTS) and Water Well Systems (WWS) shall only serve the parcel which it is located upon. No part of an OWTS or WWS shall cross a property line.
5. That the applicant shall submit to the Public Works Department descriptions signed by a Licensed Land Surveyor within one-hundred twenty (120) days from the date of approval or this Lot Line Adjustment shall be null and void. The Lot Line Adjustment shall not become effective until the descriptions have been approved by the County Surveyor and recorded in the office of the County Recorder.
6. That all previous boundary lines of record contained within the resultant lots shall be deleted as property boundary lines.
7. That a Record of Survey map shall be filed if required by Section 8762 of the Land Surveyors Act.

8. The Certificates of Compliance, Notices of Voluntary Merger, and new deeds shall be recorded simultaneously in the office of the County Recorder. The applicant shall be required to pay all applicable recording costs.
9. The landowners shall sign a Notice of Voluntary Merger for each resultant lot involved with this lot line adjustment. The Notices of Voluntary Merger will delete all previous property boundary lines of record contained within the resultant lots.

Acknowledgment:

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

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
NORTH STATE HULLING COOPERATIVE, INC. A CALIFORNIA CORPORATION

# 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](http://www.countyofglenn.net)



DONALD RUST, Director

Date: April 7, 2020

To: John Lanier, Assistant Planner  
Glenn County Planning & Community Development Services Agency (PCDSA)  
(Via Email)

From: Kevin Backus, REHS  
Director, Glenn County PCDSA - Environmental Health Department

Re: LLA 2020-001, North State Hulling, APN 037-050-010, 037-260-005, 037-260-016, 037-260-017 (Reconfigure Hulling Operation) April 2020

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

1. Onsite Wastewater Treatment Systems (OWTS) and Water Well Systems (WWS) shall only serve the parcel which it is located upon. No part of an OWTS or WWS shall cross a property line.

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

## NOTICE OF EXEMPTION

To: County Clerk, County of Glenn  
516 W. Sycamore Street, 2<sup>nd</sup> Floor, Willows, CA 95988

From: Glenn County Planning & Community Development Services Agency  
225 North Tehama Street, Willows, CA 95988

**Project Title: Lot Line Adjustment 2020-001**

Project Location: The project site is located to the south of State Highway 32, approximately four miles west of the community of Hamilton City and six miles east of the City of Orland, in the unincorporated area of Glenn County.

Description of Project: A lot line adjustment resulting in the following: Parcel I: Resultant 70.61 ± acres, Parcel II: Resultant 368.53± acres, & Parcel III: 17.81± acres.  
Assessor Parcel Numbers: 037-250-010, 037-260-005, 037-260-016, & 037-260-017

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

Name of Person or Agency Carrying Out Project:  
Applicant/Landowner: North State Hulling Cooperative, Inc.  
757 Miller Avenue  
Chico, CA 95928

Surveyor: NorthStar – Michael Mays, PLS 6967  
111 Mission Boulevard, Suite 100  
Chico, CA 95926  
(530) 893-1600

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

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

Lead Agency Contact Person:  
John Lanier, Assistant Planner  
Glenn County Planning & Community Development Services Agency  
225 N. Tehama Street, Willows, CA 95988 (530-934-6540)

Signature:  \_\_\_\_\_  
Donald Rust, Director  
Planning and Community Development Services

Date: August 20, 2020

# GLENN COUNTY Planning & Community Development Services Agency

225 N. Tehama Street  
Willows, CA 95988  
530.934.6540  
[www.countyofglenn.net](http://www.countyofglenn.net)



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 Engineering & Surveying Division
- Glenn County Environmental Health Department
- Glenn County Sheriff's Department
- Glenn County Board of Supervisors
- Glenn County Resource Conservation District
- Glenn County Planning Commission
- Glenn LAFCO

### FEDERAL AGENCIES

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

### OTHER

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

### 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

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

DATE: March 19, 2020

PROJECT: Lot Line Adjustment 2020-001, North State Hulling

PLANNER: John Lanier, Assistant Planner; [janier@countyofglenn.net](mailto:janier@countyofglenn.net)

**LANDOWNER** North State Hulling Cooperative Inc.  
757 Miller Ave  
Chico, CA 95928  
(530) 895-8686  
Fax: (530) 895-3417

**SURVEYOR:** NorthStar  
Michael Mays, PLS 6967  
111 Mission Ranch Blvd, Ste 100  
Chico, CA 95926

**PROPOSAL: Lot Line Adjustment 2020-001, North State Hulling**

Lot Line Adjustment has been proposed to reconfigure acreage to facilitate proposed hulling operations and future development resulting in:

Resultant Parcel 1: 70.61± acres  
Resultant Parcel 2: 368.53± acres  
Resultant Parcel 3: 17.81± acres

**EXISTING APNS:** 037-50-010  
037-260-005  
037-260-016  
037-260-017

**LOCATION:** The project site is located to the south of State Highway 32, approximately 4 miles west of the community of Hamilton City and 6 miles east of the City of Orland, in the unincorporated area of Glenn County, California.

**ZONING:** “M” (Industrial)/“AE-40” (Exclusive Agricultural Zone, 36-acre minimum parcel size)

**GENERAL PLAN:** “Industrial” and “Intensive Agriculture”

**FLOOD ZONE:** The properties are approximated to be located within Flood Zone “A”, and Flood Zone “X”, as well as, the Designated Floodway for Stony Creek; according to Flood Insurance Rate Map (FIRM) No. 06021C 0425D, dated August 5, 2010, issued by the Federal Emergency Management Agency (FEMA).

The Glenn County Planning Division is requesting comments on this proposal for determination of completeness, potential constraints, and/or proposed compliance requirement. If comments are not received by **Friday, April 3, 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 Compliance Requirements for this project and justification for each Requirement? When should each Requirement be accomplished (i.e. prior to any construction at the site, prior to recording the parcel map, filing the Final Map, or issuance of a Certificate of Occupancy, etc.)?

**GLENN COUNTY**  
**Planning & Community Development Services Agency**

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



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**INSTRUCTIONS FOR FILING APPLICATION FOR  
LOT LINE ADJUSTMENT**

A Lot Line Adjustment may be approved only as provided in Section 66412(d) of the Subdivision Map Act and as provided in Chapter 15.140 of the Glenn County Code.

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

**APPLICATION CHECKLIST:**

1.  The applicant shall pay the required application fee. Fees are accepted by check, cash, or credit card. Checks should be made payable to Glenn County. The current application fee is as listed in the Glenn County Master Fee schedule.  
  
The filing fee is for a lot line adjustment between a total of two (2) parcels. An additional charge as listed in the Glenn County Master Fee schedule will be added for **EACH** additional parcel for up to four (4) parcels.
2.  The application form shall be properly filled out and signed by the applicants and ALL property owners. All property owners shall sign (husband and wife) or a Power-of-Attorney shall be submitted specifically authorizing a designated person to sign the application. If the property owner is a corporation, a Resolution from the corporation authorizing this application shall be submitted. The Resolution shall indicate an individual or individuals who are authorized to sign the application on behalf of the corporation.
3.  Preliminary Title Report (issued within 90 days) and Current Deeds.
4.  Legal descriptions of the adjusted parcels. The legal descriptions shall be prepared, signed, and "wet stamped" by a licensed land surveyor or civil engineer. All legal descriptions will be checked by the Glenn County Engineering & Surveying Division. It is optional to submit the legal description with the application. The legal descriptions will be required to record the Notices of Voluntary Merger and Certificate(s) of Compliance.
5.  Evidence of prepayment of property taxes as required by Section 66412(d) of the Subdivision Map Act will be required prior to recording the Certificate(s) of Compliance.

6.  One copy of the current County Assessor's Map with the property of the proposed Lot Line Adjustment delineated on the map shall be submitted with the application.

7.  **LOT LINE ADJUSTMENT MAP REQUIREMENTS:**

Three (3) copies of a clear and legible map shall be submitted with the application. Additional copies of the map shall be submitted to the County upon request. The map shall be prepared by a licensed land surveyor or a registered civil engineer. The map shall be at least 8.5 inches by 11 inches. It shall be large enough to show all information clearly and shall be drawn using an engineer's scale. A legible and reproducible reduction of the map is also required if presented on sheets larger than 11 inches by 17 inches. The map shall contain the following information unless it doesn't apply to the specific project or project location:

- (a)  Name, mailing address, and phone number of applicant(s).
- (b)  Name, mailing address, and phone number of property owner(s) and a statement of their consent to the preparation of the map.
- (c)  Name, mailing address, and phone number of engineer/surveyor who prepared the map and the date of preparation.
- (d)  Current Glenn County Assessor's Parcel Number(s). The map should also include the legal and/or other sufficient description of the property to be adjusted to define the location and boundaries of the proposed lot line adjustment. Also include any source or map from which data were extracted to produce the map.
- (e)  North arrow and scale. The map shall be drawn so that north faces the top of the page and shall be drawn to a scale. The scale of the map shall be indicated (i.e. graphic bar scale, verbal scale, representative fraction).
- (f)  Layout, dimensions, and acreage of each existing parcel and each parcel after adjustment. Parcels less than one acre in area may be noted in square feet. The existing lot line(s) to be removed and the proposed new lot line(s) shall be distinctly drawn and clearly labeled. Each parcel shall be identified by number, letter, or other appropriate designation.
- (g)  Locations of all existing buildings and structures including their dimensions and distances to all existing and proposed property lines (setbacks). All buildings and structures shall be labeled according to their type of use. Any existing buildings or structures proposed to be removed shall be identified.
- (h)  Names, locations, and dimensions of all existing and proposed adjoining/adjacent streets or roads, width of road right-of-ways, and location of center of roads. Also show the locations and dimensions of existing on-site curbs, gutters, sidewalks, road surface widths, and possible future street continuations.

- (i)  The widths, location, and purpose of all existing and proposed easements on-site and show or describe off-site access easements serving the project.
- (j)  Existing walls and fences including location, height, and construction material.
- (k)  Locations and dimensions of all existing utilities including pipelines, sewer lines, irrigation and drainage facilities, fire hydrants within 300 feet of the project site, water wells, septic tanks and drain (leach) fields. Include a list of all firms and/or public districts supplying utility services. Sewage disposal and water supply shall comply with the Health standards (Chapter 15.660 & 15.670 of the Glenn County Code).
- (l)  Locations of all watercourses including FEMA 100-year floodplain, reservoirs, rivers, creeks, ponds, and irrigation canals. Also illustrate mature trees, rock outcroppings, and similar natural features.
- (m)  A small inset map indicating the location of the land in relation to the nearest major roads and/or significant features in the surrounding area or region.
- (n)  Identify any other information on the map which may be pertinent to the specific project or site.

According to Section 65943 of the California Government Code, your application shall be reviewed by the County within 30 days from the filing date to determine the completeness of the application. You shall receive written notice if the application is determined to be incomplete. Please note that acceptance of the application as complete is not an indication of approval. If the application is deemed incomplete for further processing, the applicant may appeal this decision to the Planning Commission by filing a Notice of Appeal with the Planning & Community Development Services Agency within ten (10) days from the date of the written notice (Glenn County Code §15.050.040). The Notice of Appeal shall be submitted in writing and accompanied by appeal fee as listed in the Glenn County Master Fee Schedule.

The Planning & Community Development Services Agency or any other 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 Divisions 13 of the State of California Public Resources Code.

LLA 2020-001

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

**APPLICATION FOR LOT LINE ADJUSTMENT**

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

1. Applicant(s):

Name: North State Hulling

Mailing Address: 757 Miller Avenue, Chico, CA 95928

Phone: (Business) (530) 895-8686 (Home) \_\_\_\_\_

Fax: (530) 895-3417 E-mail: mryan@northstatehulling.com

2. Property Owner(s) #1:

Name: North State Hulling Cooperative Inc.

Mailing Address: 757 Miller Avenue, Chico, CA 95928

Phone: (Business) (530) 895-8686 (Home) \_\_\_\_\_

Fax: (530) 895-3417 E-mail: mryan@northstatehulling.com

3. Property Owner(s) #2:

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

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

4. Engineer/Surveyor:

Name: NorthStar - Michael Mays, PLS 6967

Mailing Address: 111 Mission Ranch Blvd, Ste 100, Chico, CA 95926

Phone: (Business) (530) 893-1600 (Home) \_\_\_\_\_

Fax: (530) 893-2113 E-mail: mmays@northstareng.com

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

Name: North State Hulling - Mayo Ryan

Mailing Address: 757 Miller Avenue, Chico, CA 95928

6. Address and Location of Project: 7551 Hwy 32, Orland, CA 95963

7. Current Assessor's Parcel Number(s):  
037-250-010, 037-260-016, 037-260-017, and 037-260-005

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

9. Existing Use of Property: Former Quarry

10. Proposed Use of Property: Almond Huller (currently under construction)

11. Size for Each Adjusted Lot: 70.61 acres, 368.53 acres, and 17.81 acres

12. Why are the lots being adjusted?  
Reconfigure large acreage to facilitate proposed hulling operations and future development not yet determined.

13. Provide any additional information that may be helpful in evaluating this proposal:  
Glenn County currently reviewing General Plan amendment and rezone.

**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: \_\_\_\_\_



Print: Mayo Ryan

Date: 3/9/20

Address: 757 Miller Avenue, Chico, CA 95928

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

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

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

Property Owner(s) #1:

Signed: \_\_\_\_\_



Print: North State Hulling Cooperative Inc. by Mayo Ryan, General Manager

Date: 3/9/20

Address: 757 Miller Avenue, Chico, CA 95928

**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.

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

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

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

Property Owner(s) #2:

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

# PRELIMINARY REPORT

**To:**

NORTH STAR ENGINEERING  
111 MISSION RANCH BLVD., SUITE 100  
CHICO, CA 95926  
ATTN: MIKE MAYS, PLS

**Title Officer:**

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

ESCROW NO: 71-00164084

**Property Address:**

7551 HWY 32  
ORLAND, CA, 95963

**Title No:**

71-00164083

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

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

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

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

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

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

**ALTA STANDARD OWNER'S POLICY 2006**

Issued by: FIRST AMERICAN TITLE INSURANCE COMPANY

Dated as of: Mar 01, 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:

NORTH STATE HULLING COOPERATIVE, INC. A CALIFORNIA CORPORATION

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 <sup>ST</sup> INSTALLMENT:	<b>\$2,665.97</b>	PAID 11/12/2019
2 <sup>ND</sup> INSTALLMENT:	<b>\$2,665.97</b>	DUE 02/01/2020
PENALTY AND COST:	<b>276.59</b>	
HOMEOWNERS EXEMPTION:	<b>NONE</b>	
ASSESSMENT NO.:	<b>037-250-010</b>	

1 <sup>ST</sup> INSTALLMENT:	<b>\$818.62</b>	PAID 11/12/2019
2 <sup>ND</sup> INSTALLMENT:	<b>\$818.62</b>	DUE 02/01/2020
PENALTY AND COST:	<b>91.86</b>	
HOMEOWNERS EXEMPTION:	<b>NONE</b>	
ASSESSMENT NO.:	<b>037-250-005</b>	

1 <sup>ST</sup> INSTALLMENT:	<b>\$168.97</b>	PAID 11/12/2019
2 <sup>ND</sup> INSTALLMENT:	<b>\$168.97</b>	DUE 02/01/2020
PENALTY AND COST:	<b>26.89</b>	
HOMEOWNERS EXEMPTION:	<b>NONE</b>	
ASSESSMENT NO.:	<b>037-250-007</b>	

1 <sup>ST</sup> INSTALLMENT:	<b>\$350.35</b>	PAID 11/12/2019
2 <sup>ND</sup> INSTALLMENT:	<b>\$350.35</b>	DUE 02/01/2020
PENALTY AND COST:	<b>45.03</b>	
HOMEOWNERS EXEMPTION:	<b>NONE</b>	
ASSESSMENT NO.:	<b>037-250-016</b>	

1 <sup>ST</sup> INSTALLMENT:	<b>\$822.46</b>	PAID 11/12/2019
2 <sup>ND</sup> INSTALLMENT:	<b>\$822.46</b>	DUE 02/01/2020
PENALTY AND COST:	<b>92.24</b>	
HOMEOWNERS EXEMPTION:	<b>NONE</b>	
ASSESSMENT NO.:	<b>037-250-010</b>	

3. DELINQUENT REAL PROPERTY TAXES FOR THE FISCAL YEAR 2018/2019:
 

APN.: 037-250-010-000	AMOUNT TO REDEEM BY MARCH 31, 2020	\$2,966.82
APN.: 037-260-005-000	AMOUNT TO REDEEM BY MARCH 31, 2020	\$ 651.18
APN.: 037-260-007-000	AMOUNT TO REDEEM BY MARCH 31, 2020	\$ 200.89
APN.: 037-260-016-000	AMOUNT TO REDEEM BY MARCH 31, 2020	\$ 729.08
APN.: 037-260-017-000	AMOUNT TO REDEEM BY MARCH 31, 2020	\$ 891.50

4. PROPERTY TAXES INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2019-2020 FOR THE STONEY CREEK PIT
 

1 <sup>ST</sup> INSTALLMENT:	\$125.00	DELINQUENT
PENALTY:	12.50	
2 <sup>ND</sup> INSTALLMENT:	\$125.00	DUE 02/01/2020
PENALTY:	22.50	AFTER 4/10/2020
APN.:	037-250-010	
ASSESSMENT NO.	904-000-010	

5. 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.
6. LEVEE RIGHTS OF WAY AS SHOWN ON THE MAP ENTITLED SACRAMENTO VALLEY PROJECT MAP OF DIVISION 2 OF THE HAMILTON UNIT, GLENN COUNTY, CALIFORNIA, RECORDED JUNE 16, 1913 IN LIBER 2 OF MAPS AND SURVEYS, AT PAGE 258 IN THE OFFICE OF THE COUNTY RECORDER OF GLENN COUNTY.
7. POLE LINE EASEMENT 15 FEET WIDE AS GRANTED BY DEED, JAMES MILLS ORCHARDS CORPORATION TO PACIFIC GAS AND ELECTRIC COMPANY, DATED DECEMBER 27, 1923 AND RECORDED FEBRUARY 5, 1924 IN BOOK 87 OF DEEDS, AT PAGE 347.  
(AFFECTS PARCELS 3 AND 4)
8. RIGHT OF WAY DEED FROM WELLS FARGO BANK & UNION TRUST CO., A CORPORATION, TO STATE OF CALIFORNIA, DATED JUNE 2, 1943, RECORDED SEPTEMBER 2, 1943, BOOK 166, OFFICIAL RECORDS, PAGE 7.  
(AFFECTS PORTION OF LOT 1122)
9. RIGHT OF WAY DEED, JAMES MILLS ORCHARDS COMPANY, A CO-PARTNERSHIP TO PACIFIC GAS AND ELECTRIC COMPANY, A CORPORATION, DATED APRIL 1, 1955, RECORDED APRIL 19, 1955, BOOK 325, OFFICIAL RECORDS, PAGE 143. (AFFECTS PARCEL 3)
10. RESERVATION OF AN UNDIVIDED 2/3RDS INTEREST IN MINERAL RIGHTS AND CONDITIONS SET FORTH THEREIN AS CONTAINED IN PARTITION DEED FROM RAYMOND WELDGEN AND ELIZABETH WELDGEN EDDINS TO RICHARD WELDGEN, DATED SEPTEMBER 16, 1957 AND RECORDED OCTOBER 1, 1957 IN BOOK 360 OF OFFICIAL RECORDS, AT PAGE 347. (AFFECTS THE NE 1/4 OF LOT 1128, THE SW 1/4 OF LOT 1129, ALL OF FRACTIONAL LOTS 1151, 1152 AND 1165)
11. RESERVATION OF ALL OIL, GAS, ETC. AS RESERVED IN THE DEED FROM MILLS ORCHARDS ASSOCIATES ET AL TO RICHARD H. WELDGEN, DATED DECEMBER 20, 1957 AND RECORDED DECEMBER 27, 1957 IN BOOK 363 OF OFFICIAL RECORDS, AT PAGE 572. (AFFECTS PARCEL 1)
12. EASEMENT AND RIGHT OF WAY AS GRANTED BY DEED FROM MILLS ORCHARDS ASSOCIATES, A COPARTNERSHIP TO AUGUST J. HOEVER, JR. ET UX DATED MAY 24, 1958 AND RECORDED JUNE 6, 1958 IN BOOK 370 OF OFFICIAL RECORDS, AT PAGE 343. (AFFECTS PARCEL 3)
13. EASEMENT, MILLS ORCHARDS ASSOCIATES, A CO-PARTNERSHIP TO JAMES MILLS ORCHARDS COMPANY, A CO-PARTNERSHIP, DATED MAY 24, 1958 AND RECORDED JUNE 6, 1958 IN BOOK 370 OF OFFICIAL RECORDS, AT PAGE 346. (AFFECTS PARCEL 3)
14. EASEMENT FROM MILLS ORCHARDS ASSOCIATES, A CO-PARTNERSHIP TO A. E. SLOCUM, DATED APRIL 24, 1958 AND RECORDED JULY 27, 1961 IN BOOK 418 OF OFFICIAL RECORDS, AT PAGE 489. (AFFECTS PARCEL 3)
15. RESERVATIONS OF THE OIL, GAS AND MINERAL RIGHTS AS RESERVED IN THE DEED FROM RICHARD WELDGEN, RECORDED DECEMBER 10, 1962, BOOK 441 OF OFFICIAL RECORDS, PAGE 275, GLENN COUNTY RECORDER'S FILE NO. 4971. (AFFECTS PARCEL 2)
16. RELINQUISHMENT OF HIGHWAY RIGHT OF WAY FROM THE STATE OF CALIFORNIA TO THE COUNTY OF GLENN RECORDED JUNE 25, 1976 IN BOOK 601 OF OFFICIAL RECORDS, AT PAGE 190. (AFFECTS PORTION OF LOT 1122)
17. RESERVATION OF EASEMENT FOR INGRESS AND EGRESS AS CONTAINED IN DEED FROM MILLS ORCHARDS ASSOCIATION, A PARTNERSHIP, TO WILSON DUNCAN, JR. AND NEOMA M. DUNCAN, HIS WIFE, AS COMMUNITY PROPERTY, DATED NOVEMBER 16, 1978 AND RECORDED JANUARY 2, 1979 IN BOOK 638 OF OFFICIAL RECORDS, PAGE 624. (AFFECTS PARCELS 3 AND 4)
18. RESERVATION OF AN EASEMENT OVER AN EXISTING DIRT SERVICE ROAD ALONG THE SOUTHWESTERLY 60 FEET AS RESERVED BY WILSON DUNCAN, JR. AND NEOMA M. DUNCAN, HIS WIFE IN DEED RECORDED JANUARY 8, 1980 IN BOOK 658 OF OFFICIAL RECORDS, AT PAGE 509. (AFFECTS PARCEL 4)

19. A PUBLIC EASEMENT FOR NAVIGATION AND THE INCIDENTS OF NAVIGATION SUCH AS BOATING, FISHING, SWIMMING, HUNTING AND OTHER RECREATIONAL USES IN AND UNDER THE (RIVER, LAKE, CANAL, ETC.) AND INCLUDING A PUBLIC RIGHT OF ACCESS TO THE WATER OF SAID (RIVER, LAKE, CANAL, ETC.).
20. THE HEREIN DESCRIBED PROPERTY LIES WITHIN THE GLENN GROUND WATER DISTRICT AS DISCLOSED BY RESOLUTION 2016-05, RECORDED AUGUST 11, 2017 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 2016-3369 AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF.
21. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS ARE SHOWN BY THE PUBLIC RECORDS.
22. RESERVATION OF ALL HYDROCARBON RIGHTS BELOW 500 FEET AS RESERVED IN RECORDERS INSTRUMENT NO. 2019-0101
21. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW.

AMOUNT: \$19,650,000.00  
 DATED: OCTOBER 10, 2019  
 TRUSTOR: NORTH STATE HULLING COOPERATIVE, INC., A CALIFORNIA CORPORATION  
 TRUSTEE: FARM CREDIT SERVICES OF COLUSA-GLENN, FLCA  
 BENEFICIARY: FARM CREDIT SERVICES OF COLUSA-GLENN, FLCA  
 RECORDED: OCTOBER 31, 2019, AS RECORDERS INSTRUMENT NO. 2019-4286, OF OFFICIAL RECORDS OF GLENN COUNTY.

INCLUDES OTHER PROPERTY

23. RIGHTS AND CLAIMS OF PARTIES IN POSSESSION.
24. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS ARE SHOWN BY THE PUBLIC RECORDS.
25. EVIDENCE MUST BE PROVIDED THAT THERE ARE NO COMMITMENT STATEMENTS IN EFFECT UNDER CIVIL CODE SECTION 850 ET SEQ. WITH RESPECT TO THE PROPERTY.

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

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

## 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:**  
**GRANT DEEDS RECORDED JANUARY 09, 2019 AS INSTRUMENT NOS. 2019-0099, 2019-0100 AND 2019-0101.**
- 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. **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.**
- D. **CANCELLATION FEES**  
**NOTE: PURSUANT TO RULE NO. 2 OF BULLETIN NO. NS-35 OF CALIFORNIA STATE INSURANCE COMMISSIONER THIS REPORT IS ISSUED SUBJECT TO A MINIMUM FEE OF \$400.00**

## LEGAL DESCRIPTION

### PARCEL ONE:

LOT 1118 OF THE SACRAMENTO VALLEY IRRIGATION COMPANY'S SUBDIVISION OF THE HAMILTON UNIT, DIVISION 2 AND RECORDED IN BOOK 2 OF MAPS AND SURVEYS, ON PAGE 258 GLENN COUNTY RECORDS, TOGETHER WITH

A PARCEL OF LAND LOCATED IN LOT 1117 OF THE SACRAMENTO VALLEY IRRIGATION COMPANY'S SUBDIVISION OF THE HAMILTON UNIT, DIVISION 2 AND RECORDED IN BOOK 2 OF MAPS AND SURVEYS, ON PAGE 258, GLENN COUNTY RECORDS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1117, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CALIFORNIA STATE HIGHWAY ROUTE #47 AND MARKED WITH A 3/4" IRON ROD #1935 CENTERED IN A 3" IRON PIPE; THENCE SOUTH 89° 37' EAST 30.0 FEET ALONG THE NORTH LINE OF SAID LOT TO A 3/4" IRON ROD #1935 LOCATED IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY; THENCE SOUTH 311.9 FEET AND PARALLEL TO THE WEST LINE OF SAID LOT 1117 TO A 3/4" IRON ROD #1935, THENCE SOUTH 37° 20' EAST 518.2 FEET ALONG AN EXISTING FENCE LINE TO A 3/4" IRON ROD #1935; THENCE SOUTH 598.4 FEET TO A 3/4" IRON ROD #1935 LOCATED IN THE SOUTH LINE OF SAID LOT 1117; THENCE NORTH 89° 37' WEST 344.5 FEET ALONG THE SOUTH LINE OF LOT 1117 TO A CONCRETE MARKER AND 3" IRON PIPE WITH A 3/4" IRON ROD #1935, SAID MARKER AND PIPES BEING THE SOUTHWEST CORNER OF SAID LOT 1117; THENCE NORTH 1320.0 FEET ALONG THE WEST LINE OF LOT 1117 TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND MINERAL RIGHTS AS RESERVED IN THE DEED FROM MILLS ORCHARDS ASSOCIATES ET AL TO RICHARD H. WELDGEN, RECORDED DECEMBER 27, 1957 IN BOOK 363 OF OFFICIAL RECORDS, AT PAGE 572.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 2/3RDS INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN THE DEED FROM RAYMOND WELDGEN AND ELIZABETH WELDGEN EDDINS TO RICHARD WELDGEN DATED SEPTEMBER 16, 1957 AND RECORDED OCTOBER 1, 1957 IN BOOK 360 OF OFFICIAL RECORDS, AT PAGE 347.

NOTICE OF VOLUNTARY MERGER RECORDED DECEMBER 29, 2015 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 2015-5776, OFFICIAL RECORDS.

APN: 037-260-016-000

### PARCEL TWO:

LOTS 1119 TO 1128 INCLUSIVE, EXCEPTING FROM LOT 1128, THE NORTHEAST QUARTER; AND LOT 1153, ALL THE AFORESAID LOTS OR PARTS OF LOTS ARE DELINEATED AND DESIGNATED UPON THAT CERTAIN MAP ENTITLED "SACRAMENTO VALLEY PROJECT MAP OF DIVISION 2 OF THE HAMILTON UNIT, GLENN COUNTY, CALIFORNIA" RECORDED JUNE 16, 1913 IN LIBER 2 OF MAPS AND SURVEYS, AT PAGE 258 IN THE OFFICE OF THE COUNTY RECORDER OF GLENN COUNTY.

EXCEPTING THEREFROM A PORTION OF LOTS 1121 AND 1122 AS SAID LOTS ARE SHOWN ON THE MAP ENTITLED "SACRAMENTO VALLEY PROJECT MAP OF DIVISION 2 OF THE HAMILTON UNIT, GLENN COUNTY, CALIFORNIA" RECORDED JUNE 16, 1913 IN LIBER 2 OF MAPS AND SURVEYS, AT PAGE 258, RECORDS OF SAID COUNTY.

SAID PORTION BEING ALL THAT PORTION OF SAID LOTS LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 1121, DISTANT THEREON S. 89° 44' 47" E. 1092.64 FEET FROM THE NORTHWEST CORNER OF SAID LOT 1121; THENCE FROM SAID POINT OF BEGINNING LEAVING SAID NORTHERLY LINE S. 87° 07' 09" E. 584.39 FEET; THENCE FROM A TANGENT THAT BEARS S. 87° 48' 03" E. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 10,000 FEET, THROUGH AN ANGLE OF 01° 59' 04", AN ARC LENGTH OF 348.78 FEET; THENCE S. 89° 47' 07" E. 273.64 FEET; THENCE N. 71° 00' 15" E. 105.90 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 1122.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED BY DEEDS TO THE STATE OF CALIFORNIA, DATED JUNE 29, 2001 EXECUTED BY BALDWIN CONTRACTING COMPANY, INC., RECORDED OCTOBER 25, 2001 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 2001-5921; EXECUTED BY ROGER L. SWANSON AND ROBERT I. BENSON, TRUSTEES, ET AL, RECORDED OCTOBER 25, 2001 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 2001-5922; AND EXECUTED BY BRENDA K. BAKER, RECORDED OCTOBER 25, 2001 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 2001-5923.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 2/3RDS INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN THE DEED FROM RAYMOND WELDGEN AND ELIZABETH WELDGEN EDDINS TO RICHARD WELDGEN DATED SEPTEMBER 16, 1957 AND RECORDED OCTOBER 1, 1957 IN BOOK 360 OF OFFICIAL RECORDS, AT PAGE 347.

NOTICE OF VOLUNTARY MERGER RECORDED DECEMBER 29, 2015 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 2015-5777, OFFICIAL RECORDS.

APN: 037-260-017-000 and 037-250-010-000

PARCEL THREE:

PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF GLENN, STATE OF CALIFORNIA, ON DECEMBER 26, 1979 IN BOOK 7 OF PARCEL MAPS, AT PAGE 68.

EXCEPTING THEREFROM AN UNDIVIDED 2/3RDS INTEREST IN OIL, GAS, ETC., AS RESERVED IN THE DEED FROM RAYMOND WELDGEN ET ALTO RICHARD H. WELDGEN, DATED SEPTEMBER 16, 1957 AND RECORDED OCTOBER 1, 1957 IN BOOK 360 OF OFFICIAL RECORDS, AT PAGE 347.

ALSO EXCEPTING THEREFROM 50% OF THE GRANTORS RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS RESERVED IN DEED FROM MILLS ORCHARDS ASSOCIATES, A PARTNERSHIP TO WILSON DUNCAN, JR. AND NEOMA M. DUNCAN, HIS WIFE, AS COMMUNITY PROPERTY, DATED NOVEMBER 16, 1978 AND RECORDED JANUARY 2, 1979 IN BOOK 638 OF OFFICIAL RECORDS, AT PAGE 62.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE EXISTING ROAD RUNNING FROM THE WEST END OF COUNTY ROAD #16 THROUGH PARCEL 4 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JULY 18, 1977 IN BOOK 6 OF PARCEL MAPS, AT PAGE 14, TO THE NORTHWEST CORNER OF SAID PARCEL #4 WHERE THE EXISTING ROAD CONNECTS WITH STATE HIGHWAY #32.

APN: 037-260-005-000

PARCEL FOUR:

PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF GLENN, STATE OF CALIFORNIA, ON DECEMBER 26, 1979 IN BOOK 7 OF PARCEL MAPS, AT PAGE 68.

EXCEPTING THEREFROM 50% OF ALL OF THE GRANTORS RIGHTS, TITLE AND INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS RESERVED IN DEED FROM MILLS ORCHARDS ASSOCIATES, A PARTNERSHIP TO WILSON DUNCAN, JR. AND NEOMA M. DUNCAN, HIS WIFE, AS COMMUNITY PROPERTY, DATED NOVEMBER 16, 1978 AND RECORDED JANUARY 2, 1979 IN BOOK 638 OF OFFICIAL RECORDS, AT PAGE 624.

APN: 037-260-007-000

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; and
  - (f) environmental protection.

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

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

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

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

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

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

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

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

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

#### EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state of insolvency or similar creditors' rights laws.

## PRIVACY INFORMATION

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

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

### **Applicability**

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

### **Types of Information**

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

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

### **Use of Information**

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

### **Former Customers**

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

### **Confidentiality and Security**

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

### **Information Obtained Through Our Web Site**

#### **Business Relationships**

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

#### **Cookies**

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

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

#### **Fair Information Values**

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

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

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

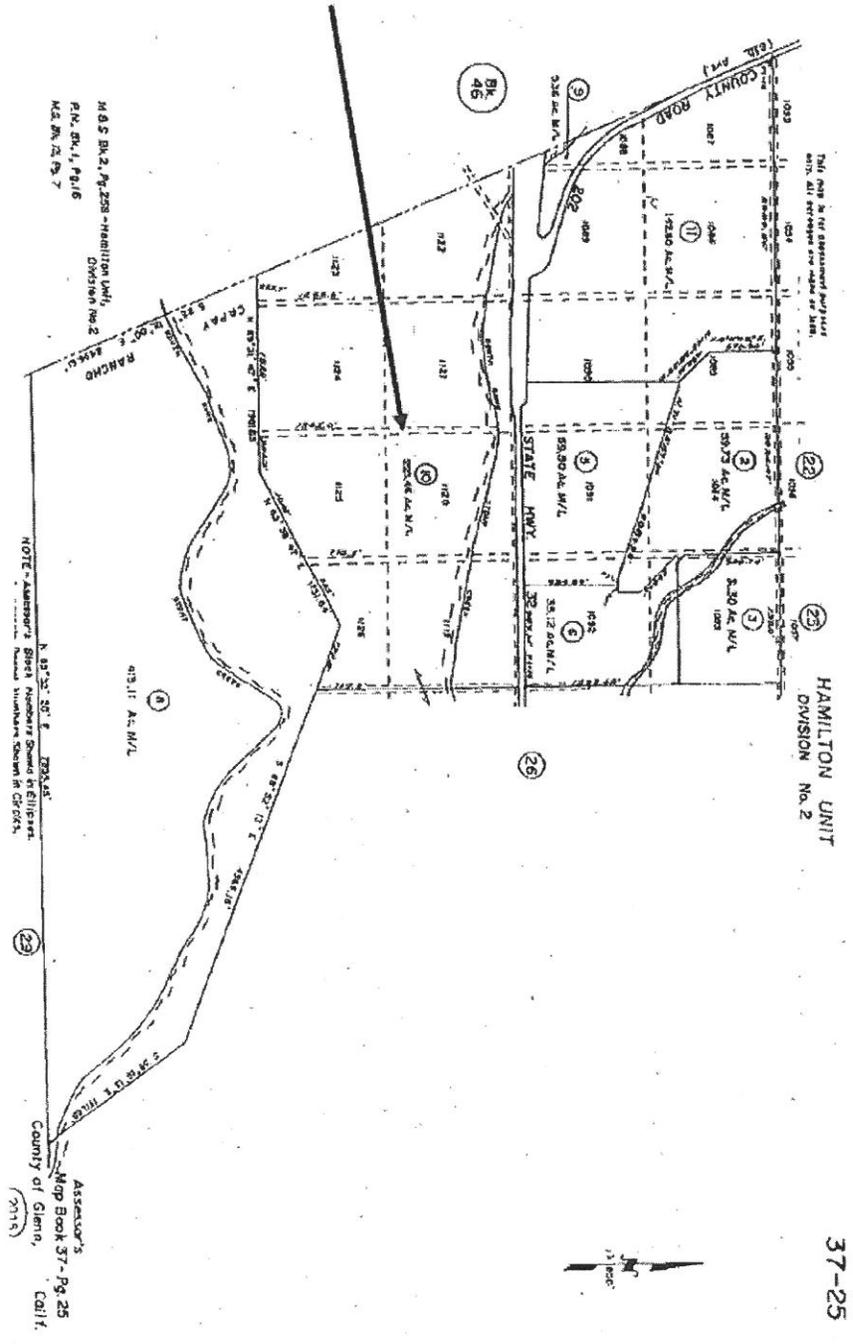
**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps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

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

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

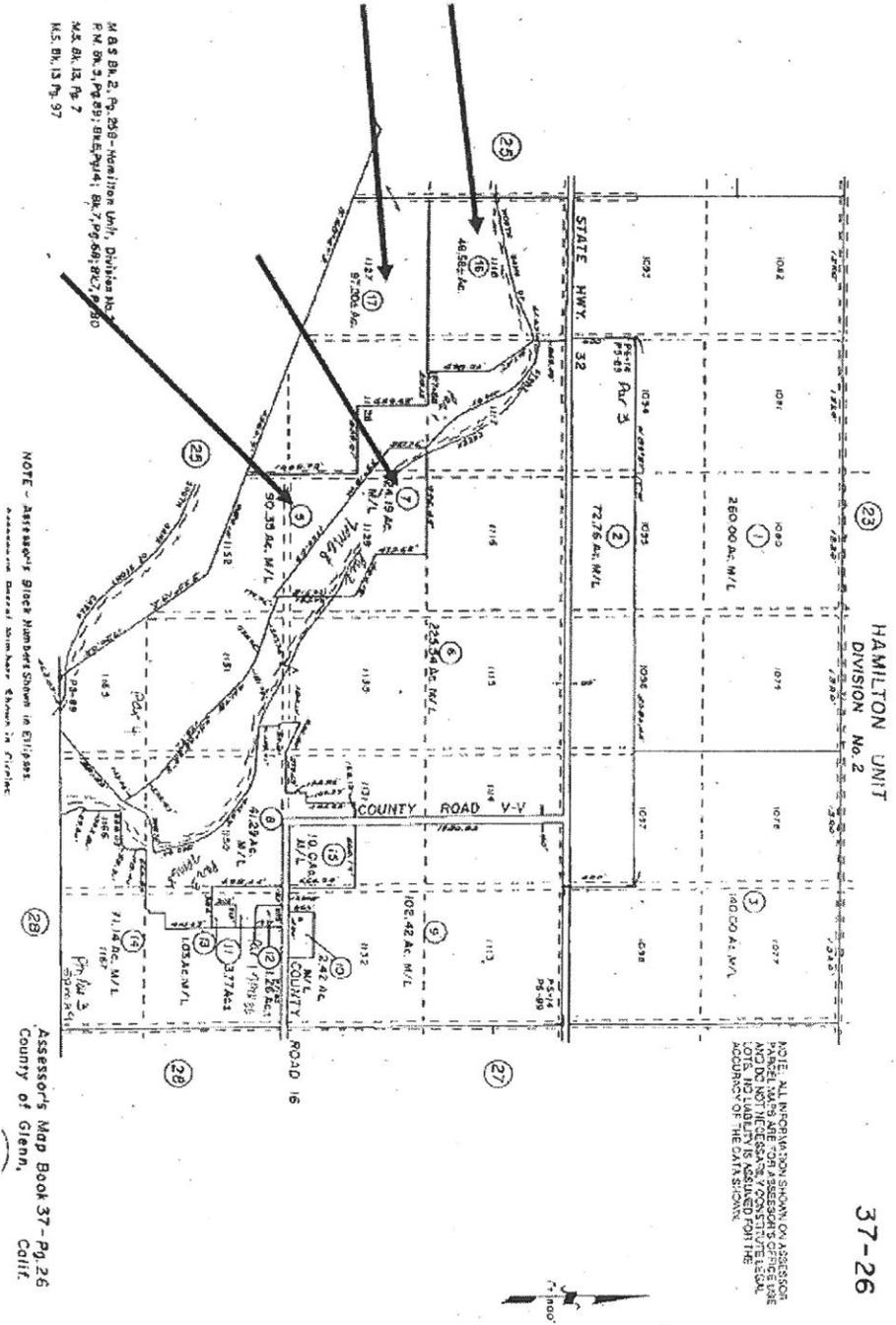
The map attached, if any, may or may not be a survey of the land depicted hereon. Timios Title and its Underwriters expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms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

MAP



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



M.S. BK. 2, Pg. 358 - Hamilton Unit, Division No. 2  
 P.M. BK. 3, Pgs. 651, 652, 654, 657, Pgs. 882, 883, 884  
 M.S. BK. 13, Pg. 7  
 M.S. BK. 13, Pg. 97

NOTE - Assessor's Block Numbers Shown in E1119888 - Assessor's District Number - Shown in Circle

Assessor's Map Book 37 - Pg. 26  
 County of Glenn, Calif.

37-26

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



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COPIES ENCLOSED

2019-0099

RECORDING REQUESTED BY:  
Timios Title, A California Corporation  
250 W. Sycamore St.  
Willows, CA 95988

Recorded at the request of:  
TIMIOS TITLE COMPANY

01/08/2019 02:36 PM  
Fee: \$35.00 Pgs: 8

OFFICIAL RECORDS  
Sandy Perez, Clerk-Recorder  
Glenn County, CA

AND WHEN RECORDED MAIL TO:  
Name: R. LEE SMITH AND KARA V. BAKER,  
TRUSTEES OF THE BAKER-SMITH FAMILY  
TRUST DATED SEPTEMBER 14, 2006  
Address: 545 ARCADIAN AVENUE  
City, State, Zip: CHICO, CA 95926

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Title of Document

Pursuant to Senate Bill 2 — Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

Reason for Exemption:

- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTI).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the \$75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

I hereby declare under penalty of perjury that the information provided above is true and correct.

Executed this 8<sup>TH</sup> day of JANUARY, 2018

At 250 W SYCAMORE ST WILLOWS, CA 95988  
Address State

[Signature]  
Signature

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)



**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

R. LEE SMITH and KARA V. BAKER,  
Trustees of THE BAKER-SMITH FAMILY  
TRUST Dated September 14, 2006,  
545 Arcadian Avenue  
Chico, CA 95926

Recorder's Use Only

APN: 037-260-016-000  
037-260-016-000 and  
037-250-010-000

## GRANT DEED

The undersigned grantor(s) declares(s) that the documentary transfer tax is \$ -0- GIFT and is  
 computed on the full value of the interest or property conveyed, or is  
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.  
 Unincorporated area:  City of \_\_\_\_\_

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

**GRANTORS,**

DARYL BROCK, as current Successor Trustee to ROGER L. SWANSON, and  
ROBERT L. BENSON, Trustee of the Baker Family Trust FOR WILLIS K.  
BAKER, JR. dated February 13, 1999, said Trustees are confirmed to fiduciary  
capacity by "ORDER MODIFYING IRREVOCABLE TRUST REVOKING  
PROVISIONS PROHIBITING SALE OF NON-INCOME PRODUCING REAL  
PROPERTY WITH CONSENT OF ALL BENEFICIARIES UNDER PROBATE  
CODE SECTION 15409", filed in the Superior Court of California, County of Glenn,  
No 04PR00095, on May 10, 2004,  
**as to an undivided one-quarter interest; and,**

WILLIS K. BAKER, III,  
a married man as his sole and separate property,  
**as to an undivided one-quarter interest; and,**

WILLIS K. BAKER, JR. and JENNIE LYNN BAKER,  
Trustees of the JK BAKER TRUST Dated June 24, 2003; and,  
WILLIS K. BAKER III, a married man as his sole and separate property; and,  
KARA VARIAN BAKER, a married woman as her sole and separate property,  
as Tenants in Common,  
**as to an undivided one-half interest.**

**MAIL TAX STATEMENTS TO: KARA V. BAKER, Trustee, 545 Arcadian Avenue, Chico, CA 95926**

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hereby grant to GRANTEES:

WILLIS K. BAKER, III, a married man as his sole and separate property,  
as to an undivided one-half interest; and,

R. LEE SMITH and KARA V. BAKER,  
Trustees of THE BAKER-SMITH FAMILY TRUST Dated September 14, 2006,  
as to an undivided one-half interest.

the following real property situated in the unincorporated in the County of GLENN, State of California,  
more particularly described as follows:

**PARCEL ONE:**

LOT 1118 OF THE SACRAMENTO VALLEY IRRIGATION COMPANY'S SUBDIVISION OF THE  
HAMILTON UNIT, DIVISION 2 AND RECORDED IN BOOK 2 OF MAPS AND SURVEYS, ON  
PAGE 258 GLENN COUNTY RECORDS, TOGETHER WITH

A PARCEL OF LAND LOCATED IN LOT 1117 OF THE SACRAMENTO VALLEY IRRIGATION  
COMPANY'S SUBDIVISION OF THE HAMILTON UNIT, DIVISION 2 AND RECORDED IN BOOK  
2 OF MAPS AND SURVEYS, ON PAGE 258, GLENN COUNTY RECORDS, SAID PARCEL BEING  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1117, SAID POINT BEING ON THE  
SOUTHERLY RIGHT OF WAY LINE OF THE CALIFORNIA STATE HIGHWAY ROUTE #47 AND  
MARKED WITH A 3/4" IRON ROD #1935 CENTERED IN A 3" IRON PIPE; THENCE SOUTH 89°  
37' EAST 30.0 FEET ALONG THE NORTH LINE OF SAID LOT TO A 3/4" IRON ROD #1935  
LOCATED IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY; THENCE SOUTH  
311.9 FEET AND PARALLEL TO THE WEST LINE OF SAID LOT 1117 TO A 3/4" IRON ROD  
#1935, THENCE SOUTH 37° 20' EAST 518.2 FEET ALONG AN EXISTING FENCE LINE TO A 3/4"  
IRON ROD #1935; THENCE SOUTH 598.4 FEET TO A 3/4" IRON ROD #1935 LOCATED IN THE  
SOUTH LINE OF SAID LOT 1117; THENCE NORTH 89° 37' WEST 344.5 FEET ALONG THE  
SOUTH LINE OF LOT 1117 TO A CONCRETE MARKER AND 3" IRON PIPE WITH A 3/4" IRON  
ROD #1935, SAID MARKER AND PIPES BEING THE SOUTHWEST CORNER OF SAID LOT 1117;  
THENCE NORTH 1320.0 FEET ALONG THE WEST LINE OF LOT 1117 TO THE PLACE OF  
BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND MINERAL RIGHTS AS RESERVED /  
IN THE DEED FROM MILLS ORCHARDS ASSOCIATES ET AL TO RICHARD H. WELDGEN,  
RECORDED DECEMBER 27, 1957 IN BOOK 363 OF OFFICIAL RECORDS, AT PAGE 572.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 2/3RDS INTEREST IN AND TO ALL OIL,  
GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN THE DEED  
FROM RAYMOND WELDGEN AND ELIZABETH WELDGEN EDDINS TO RICHARD WELDGEN  
DATED SEPTEMBER 16, 1957 AND RECORDED OCTOBER 1, 1957 IN BOOK 360 OF OFFICIAL  
RECORDS, AT PAGE 347.



NOTICE OF VOLUNTARY MERGER RECORDED DECEMBER 29, 2015 AS GLENN COUNTY  
RECORDER'S INSTRUMENT NO. 2015-5776, OFFICIAL RECORDS.  
APN: 037-260-016-000

**PARCEL TWO:**

LOTS 1119 TO 1128 INCLUSIVE, EXCEPTING FROM LOT 1128, THE NORTHEAST QUARTER;  
AND LOT 1153, ALL THE AFORESAID LOTS OR PARTS OF LOTS ARE DELINEATED AND  
DESIGNATED UPON THAT CERTAIN MAP ENTITLED "SACRAMENTO VALLEY PROJECT  
MAP OF DIVISION 2 OF THE HAMILTON UNIT, GLENN COUNTY, CALIFORNIA" RECORDED  
JUNE 16, 1913 IN LIBER 2 OF MAPS AND SURVEYS, AT PAGE 258 IN THE OFFICE OF THE  
COUNTY RECORDER OF GLENN COUNTY.

EXCEPTING THEREFROM A PORTION OF LOTS 1121 AND 1122 AS SAID LOTS ARE SHOWN  
ON THE MAP ENTITLED "SACRAMENTO VALLEY PROJECT MAP OF DIVISION 2 OF THE  
HAMILTON UNIT, GLENN COUNTY, CALIFORNIA" RECORDED JUNE 16, 1913 IN LIBER 2 OF  
MAPS AND SURVEYS, AT PAGE 258, RECORDS OF SAID COUNTY.

SAID PORTION BEING ALL THAT PORTION OF SAID LOTS LYING NORTHERLY OF A LINE  
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 1121, DISTANT THEREON  
S. 89° 44' 47" E. 1092.64 FEET FROM THE NORTHWEST CORNER OF SAID LOT 1121; THENCE  
FROM SAID POINT OF BEGINNING LEAVING SAID NORTHERLY LINE S. 87° 07' 09" E. 584.39  
FEET; THENCE FROM A TANGENT THAT BEARS S. 87° 48' 03" E. ALONG A CURVE TO THE  
LEFT WITH A RADIUS OF 10,000 FEET, THROUGH AN ANGLE OF 01° 59' 04", AN ARC  
LENGTH OF 348.78 FEET; THENCE S. 89° 47' 07" E. 273.64 FEET; THENCE N. 71° 00' 15" E.  
105.90 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 1122.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED BY DEEDS TO  
THE STATE OF CALIFORNIA, DATED JUNE 29, 2001 EXECUTED BY BALDWIN  
CONTRACTING COMPANY, INC., RECORDED OCTOBER 25, 2001 AS GLENN COUNTY  
RECORDER'S INSTRUMENT NO. 2001-5921; EXECUTED BY ROGER L. SWANSON AND  
ROBERT I. BENSON, TRUSTEES, ET AL, RECORDED OCTOBER 25, 2001 AS GLENN COUNTY  
RECORDER'S INSTRUMENT NO. 2001-5922; AND EXECUTED BY BRENDA K. BAKER,  
RECORDED OCTOBER 25, 2001 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 2001-  
5923.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 2/3RDS INTEREST IN AND TO ALL OIL,  
GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN THE DEED  
FROM RAYMOND WELDGEN AND ELIZABETH WELDGEN EDDINS TO RICHARD WELDGEN  
DATED SEPTEMBER 16, 1957 AND RECORDED OCTOBER 1, 1957 IN BOOK 360 OF OFFICIAL  
RECORDS, AT PAGE 347.

NOTICE OF VOLUNTARY MERGER RECORDED DECEMBER 29, 2015 AS GLENN COUNTY  
RECORDER'S INSTRUMENT NO. 2015-5777, OFFICIAL RECORDS.  
APN: 037-260-016-000 and 037-250-010-000

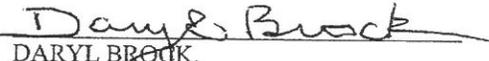


EXECUTED on the date set forth below.

DATED: 12-28-18 By:

  
ROBERT L. BENSON,  
Co-Trustee of THE BAKER FAMILY  
TRUST FOR WILLIS K. BAKER, JR.,  
Dated February 13, 1999

DATED: 12/28/18 By:

  
DARYL BROCK,  
Co-Trustee of THE BAKER FAMILY  
TRUST FOR WILLIS K. BAKER, JR.,  
Dated February 13, 1999

DATED: 1-2-19 By:

  
WILLIS K. BAKER, III

DATED: 1-2-19 By:

  
WILLIS K. BAKER, JR.,  
Trustee of the JK BAKER TRUST,  
Dated June 24, 2003

DATED: 1-2-19 By:

  
JENNIE LYNN BAKER,  
Trustee of the JK BAKER TRUST,  
Dated June 24, 2003

DATED: 1-2-19 By:

  
KARA VARIAN BAKER







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

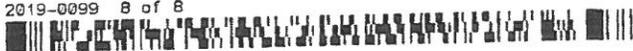
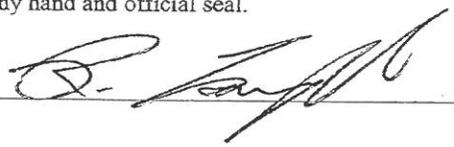
} SS

COUNTY OF GLENN

On JANUARY 2, 2019 before me, Ron Campbell, Notary Public Personally appeared WILLIS K. BAKER, III, WILLIS K. BAKER, JR., JENNIE LYNN BAKER, KARA VARIAN BAKER 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



R15

CLOS ENCLOSED

2019-0100

RECORDING REQUESTED BY:  
Timios Title, A California Corporation  
250 W. Sycamore St.  
Willows, CA 95988

Recorded at the request of:  
TIMIOS TITLE COMPANY

01/08/2019 02:36 PM  
Fee: \$29.00 Pgs: 5

OFFICIAL RECORDS  
Sandy Perez, Clerk-Recorder  
Glenn County, CA

AND WHEN RECORDED MAIL TO:  
Name: R. LEE SMITH AND KARA V. BAKER,  
TRUSTEES OF THE BAKER-SMITH FAMILY  
TRUST DATED SEPTEMBER 14, 2006  
Address: 545 ARCADIAN AVENUE  
City, State, Zip: CHICO, CA 95926

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Title of Document

Pursuant to Senate Bill 2 — Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

Reason for Exemption:

- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTI).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the \$75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

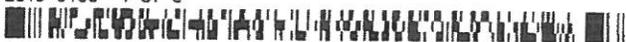
I hereby declare under penalty of perjury that the information provided above is true and correct.

Executed this 8<sup>TH</sup> day of JANUARY, 2018

At 250 W SYCAMORE ST WILLOWS, CA 95988  
Address State

  
Signature

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)



**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

R. LEE SMITH and KARA V. BAKER,  
Trustees of THE BAKER-SMITH FAMILY  
TRUST Dated September 14, 2006,  
545 Arcadian Avenue  
Chico, CA 95926

Recorder's Use Only

APN: 037-260-005-000 and  
037-260-007-000

**GRANT DEED**

The undersigned grantor(s) declares(s) that the documentary transfer tax is \$ -0- GIFT and is  
 computed on the full value of the interest or property conveyed, or is  
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.  
 Unincorporated area:  City of \_\_\_\_\_.

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

GRANTORS,

WILLIS K. BAKER, JR. and JENNIE LYNN BAKER,  
Trustees of the JK BAKER TRUST Dated June 24, 2003; and,  
WILLIS K. BAKER, III, a married mand as his sole and separate property; and,  
R. LEE SMITH and KARA V. BAKER,  
Trustees of THE BAKER-SMITH FAMILY TRUST Dated September 14, 2006,  
AS TENANTS IN COMMON,

hereby grant to GRANTEEES:

WILLIS K. BAKER, III, a married mand as his sole and separate property,  
as to an undivided one-half interest; and,

R. LEE SMITH and KARA V. BAKER,  
Trustees of THE BAKER-SMITH FAMILY TRUST Dated September 14, 2006,  
as to an undivided one-half interest.

///

///

///

MAIL TAX STATEMENTS TO: KARA V. BAKER, Trustee, 545 Arcadian Avenue, Chico, CA 95926



the following real property situated in the unincorporated in the County of GLENN, State of California, more particularly described as follows:

**PARCEL THREE:**

PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF GLENN, STATE OF CALIFORNIA, ON DECEMBER 26, 1979 IN BOOK 7 OF PARCEL MAPS, AT PAGE 68.

EXCEPTING THEREFROM AN UNDIVIDED 2/3RDS INTEREST IN OIL, GAS, ETC., AS RESERVED IN THE DEED FROM RAYMOND WELDGEN ET ALTO RICHARD H. WELDGEN, DATED SEPTEMBER 16, 1957 AND RECORDED OCTOBER 1, 1957 IN BOOK 360 OF OFFICIAL RECORDS, AT PAGE 347.

ALSO EXCEPTING THEREFROM 50% OF THE GRANTORS RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS RESERVED IN DEED FROM MILLS ORCHARDS ASSOCIATES, A PARTNERSHIP TO WILSON DUNCAN, JR. AND NEOMA M. DUNCAN, HIS WIFE, AS COMMUNITY PROPERTY, DATED NOVEMBER 16, 1978 AND RECORDED JANUARY 2, 1979 IN BOOK 638 OF OFFICIAL RECORDS, AT PAGE 62.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE EXISTING ROAD RUNNING FROM THE WEST END OF COUNTY ROAD #16 THROUGH PARCEL 4 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JULY 18, 1977 IN BOOK 6 OF PARCEL MAPS, AT PAGE 14, TO THE NORTHWEST CORNER OF SAID PARCEL #4 WHERE THE EXISTING ROAD CONNECTS WITH STATE HIGHWAY #32.

APN: 037-260-005-000

**PARCEL FOUR:**

PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF GLENN, STATE OF CALIFORNIA, ON DECEMBER 26, 1979 IN BOOK 7 OF PARCEL MAPS, AT PAGE 68.

EXCEPTING THEREFROM 50% OF ALL OF THE GRANTORS RIGHTS, TITLE AND INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS RESERVED IN DEED FROM MILLS ORCHARDS ASSOCIATES, A PARTNERSHIP TO WILSON DUNCAN, JR. AND NEOMA M. DUNCAN, HIS WIFE, AS COMMUNITY PROPERTY, DATED NOVEMBER 16, 1978 AND RECORDED JANUARY 2, 1979 IN BOOK 638 OF OFFICIAL RECORDS, AT PAGE 624.

APN: 037-260-007-000



EXECUTED on the date set forth below.

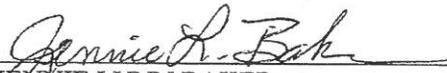
DATED: 1-2-19

By:

  
WILLIS K. BAKER, JR.,  
Trustee of the JK BAKER TRUST,  
Dated June 24, 2003;

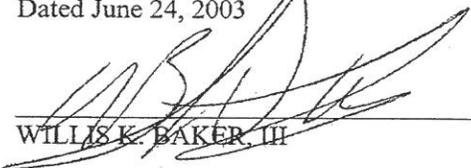
DATED: 1-2-19

By:

  
JENNIE LYNN BAKER,  
Trustee of the JK BAKER TRUST,  
Dated June 24, 2003

DATED: 1-2-19

By:

  
WILLIS K. BAKER, III

DATED: 1-2-19

By:

  
R. LEE SMITH,  
Trustee of THE BAKER-SMITH FAMILY  
TRUST Dated September 14, 2006

DATED: 1-2-19

By:

  
KARA V. BAKER,  
Trustee of THE BAKER-SMITH FAMILY  
TRUST Dated September 14, 2006



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

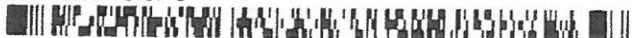
} SS

COUNTY OF GLENN

On JANUARY 2, 2019 before me, Ron Campbell, Notary Public Personally appeared WILLIS K. BAKER, III, WILLIS K. BAKER, JR., JENNIE LYNN BAKER, R. LEE SMITH, AND KARA V. BAKER 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



CLOS ENCLOSED

**2019-0101**

Recorded at the request of:  
TIMIOS TITLE COMPANY

01/08/2019 02:36 PM  
Fee: \$4426.00 Pgs: 5

OFFICIAL RECORDS  
Sandy Perez, Clerk-Recorder  
Glenn County, CA

**RECORDING REQUESTED BY:**  
Timios Title, A California Corporation  
250 W. Sycamore St.  
Willows, CA 95988  
No: 140743

**After Recording Return And  
Mail Tax Statements To:**  
NORTH STATE HULLING COOPERATIVE, INC  
757 MILLAR AVE  
CHICO, CA 95928

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. NO. 037-260-016, 037-250-010, 037-  
260-017, 037-260-007, 037-260-005

**GRANT DEED**

The undersigned grantor(s) declare(s):

City transfer tax is \$

County Transfer Tax is \$4,400.00

Monument preservation fee is \$

computed on full value of property conveyed, or

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

Unincorporated area:  City of ORLAND, and

This document is exempt from GC 27388.1, Building Homes & Jobs Tax as it is subject to the imposition of documentary transfer tax.

This document is exempt from GC 27388.1, Building Homes & Jobs Tax as it transfers a residential dwelling to an owner-occupier.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
R. LEE SMITH, TRUSTEE AND KARA V. BAKER, TRUSTEE OF THE BAKER-SMITH FAMILY TRUST  
DATED SEPTEMBER 2006 AND WILLIS K. BAKER, III  
hereby GRANTS to  
NORTH STATE HULLING COOPERATIVE, INC , A CALIFORNIA CORPORATION

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

SEE ATTACHED.



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

File No: 71-00140742

PARCEL ONE:

LOT 1118 OF THE SACRAMENTO VALLEY IRRIGATION COMPANY'S SUBDIVISION OF THE HAMILTON UNIT, DIVISION 2 AND RECORDED IN BOOK 2 OF MAPS AND SURVEYS, ON PAGE 258 GLENN COUNTY RECORDS, TOGETHER WITH

A PARCEL OF LAND LOCATED IN LOT 1117 OF THE SACRAMENTO VALLEY IRRIGATION COMPANY'S SUBDIVISION OF THE HAMILTON UNIT, DIVISION 2 AND RECORDED IN BOOK 2 OF MAPS AND SURVEYS, ON PAGE 258, GLENN COUNTY RECORDS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1117, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CALIFORNIA STATE HIGHWAY ROUTE #47 AND MARKED WITH A 3/4" IRON ROD #1935 CENTERED IN A 3" IRON PIPE; THENCE SOUTH 89° 37' EAST 30.0 FEET ALONG THE NORTH LINE OF SAID LOT TO A 3/4" IRON ROD #1935 LOCATED IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY; THENCE SOUTH 311.9 FEET AND PARALLEL TO THE WEST LINE OF SAID LOT 1117 TO A 3/4" IRON ROD #1935, THENCE SOUTH 37° 20' EAST 518.2 FEET ALONG AN EXISTING FENCE LINE TO A 3/4" IRON ROD #1935; THENCE SOUTH 598.4 FEET TO A 3/4" IRON ROD #1935 LOCATED IN THE SOUTH LINE OF SAID LOT 1117; THENCE NORTH 89° 37' WEST 344.5 FEET ALONG THE SOUTH LINE OF LOT 1117 TO A CONCRETE MARKER AND 3" IRON PIPE WITH A 3/4" IRON ROD #1935, SAID MARKER AND PIPES BEING THE SOUTHWEST CORNER OF SAID LOT 1117; THENCE NORTH 1320.0 FEET ALONG THE WEST LINE OF LOT 1117 TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND MINERAL RIGHTS AS RESERVED IN THE DEED FROM MILLS ORCHARDS ASSOCIATES ET AL TO RICHARD H. WELDGEN, RECORDED DECEMBER 27, 1957 IN BOOK 363 OF OFFICIAL RECORDS, AT PAGE 572.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 2/3RDS INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN THE DEED FROM RAYMOND WELDGEN AND ELIZABETH WELDGEN EDDINS TO RICHARD WELDGEN DATED SEPTEMBER 16, 1957 AND RECORDED OCTOBER 1, 1957 IN BOOK 360 OF OFFICIAL RECORDS, AT PAGE 347.

NOTICE OF VOLUNTARY MERGER RECORDED DECEMBER 29, 2015 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 2015-5776, OFFICIAL RECORDS.

APN: 037-260-016-000

PARCEL TWO:

LOTS 1119 TO 1128 INCLUSIVE, EXCEPTING FROM LOT 1128, THE NORTHEAST QUARTER; AND LOT 1153, ALL THE AFORESAID LOTS OR PARTS OF LOTS ARE DELINEATED AND DESIGNATED UPON THAT CERTAIN MAP ENTITLED "SACRAMENTO VALLEY PROJECT MAP OF DIVISION 2 OF THE HAMILTON UNIT, GLENN COUNTY, CALIFORNIA" RECORDED JUNE 16, 1913 IN LIBER 2 OF MAPS AND SURVEYS, AT PAGE 258 IN THE OFFICE OF THE COUNTY RECORDER OF GLENN COUNTY.



EXCEPTING THEREFROM A PORTION OF LOTS 1121 AND 1122 AS SAID LOTS ARE SHOWN ON THE MAP ENTITLED "SACRAMENTO VALLEY PROJECT MAP OF DIVISION 2 OF THE HAMILTON UNIT, GLENN COUNTY, CALIFORNIA" RECORDED JUNE 16, 1913 IN LIBER 2 OF MAPS AND SURVEYS, AT PAGE 258, RECORDS OF SAID COUNTY.

SAID PORTION BEING ALL THAT PORTION OF SAID LOTS LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 1121, DISTANT THEREON S. 89° 44' 47" E. 1092.64 FEET FROM THE NORTHWEST CORNER OF SAID LOT 1121; THENCE FROM SAID POINT OF BEGINNING LEAVING SAID NORTHERLY LINE S. 87° 07' 09" E. 584.39 FEET; THENCE FROM A TANGENT THAT BEARS S. 87° 48' 03" E. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 10,000 FEET, THROUGH AN ANGLE OF 01° 59' 04", AN ARC LENGTH OF 348.78 FEET; THENCE S. 89° 47' 07" E. 273.64 FEET; THENCE N. 71° 00' 15" E. 105.90 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 1122.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED BY DEEDS TO THE STATE OF CALIFORNIA, DATED JUNE 29, 2001 EXECUTED BY BALDWIN CONTRACTING COMPANY, INC., RECORDED OCTOBER 25, 2001 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 2001-5921; EXECUTED BY ROGER L. SWANSON AND ROBERT I. BENSON, TRUSTEES, ET AL, RECORDED OCTOBER 25, 2001 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 2001-5922; AND EXECUTED BY BRENDA K. BAKER, RECORDED OCTOBER 25, 2001 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 2001-5923.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 2/3RDS INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN THE DEED FROM RAYMOND WELDGEN AND ELIZABETH WELDGEN EDDINS TO RICHARD WELDGEN DATED SEPTEMBER 16, 1957 AND RECORDED OCTOBER 1, 1957 IN BOOK 360 OF OFFICIAL RECORDS, AT PAGE 347.

NOTICE OF VOLUNTARY MERGER RECORDED DECEMBER 29, 2015 AS GLENN COUNTY RECORDER'S INSTRUMENT NO. 2015-5777, OFFICIAL RECORDS.

APN: 037-260-017-000 and 037-250-010-000

PARCEL THREE:

PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF GLENN, STATE OF CALIFORNIA, ON DECEMBER 26, 1979 IN BOOK 7 OF PARCEL MAPS, AT PAGE 68.

EXCEPTING THEREFROM AN UNDIVIDED 2/3RDS INTEREST IN OIL, GAS, ETC., AS RESERVED IN THE DEED FROM RAYMOND WELDGEN ET ALTO RICHARD H. WELDGEN, DATED SEPTEMBER 16, 1957 AND RECORDED OCTOBER 1, 1957 IN BOOK 360 OF OFFICIAL RECORDS, AT PAGE 347.

ALSO EXCEPTING THEREFROM 50% OF THE GRANTORS RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS RESERVED IN DEED FROM MILLS ORCHARDS ASSOCIATES, A PARTNERSHIP TO WILSON DUNCAN, JR. AND NEOMA M. DUNCAN, HIS WIFE, AS COMMUNITY PROPERTY, DATED NOVEMBER 16, 1978 AND RECORDED JANUARY 2, 1979 IN BOOK 638 OF OFFICIAL RECORDS, AT PAGE 62.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE EXISTING ROAD RUNNING FROM THE WEST END OF COUNTY ROAD #16 THROUGH PARCEL 4 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JULY 18, 1977 IN BOOK 6 OF PARCEL MAPS, AT PAGE 14, TO THE NORTHWEST CORNER OF SAID PARCEL #4 WHERE THE EXISTING ROAD CONNECTS



WITH STATE HIGHWAY #32.

APN: 037-260-005-000

PARCEL FOUR:

PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF GLENN, STATE OF CALIFORNIA, ON DECEMBER 26, 1979 IN BOOK 7 OF PARCEL MAPS, AT PAGE 68.

EXCEPTING THEREFROM 50% OF ALL OF THE GRANTORS RIGHTS, TITLE AND INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS RESERVED IN DEED FROM MILLS ORCHARDS ASSOCIATES, A PARTNERSHIP TO WILSON DUNCAN, JR. AND NEOMA M. DUNCAN, HIS WIFE, AS COMMUNITY PROPERTY, DATED NOVEMBER 16, 1978 AND RECORDED JANUARY 2, 1979 IN BOOK 638 OF OFFICIAL RECORDS, AT PAGE 624.

APN: 037-260-007-000

RESERVING THEREFROM: ALL HYDROCARBON RIGHTS BELOW 500 FEET



1/2/2019

THE BAKER-SMITH FAMILY TRUST DATED SEPTEMBER 2006

[Signature]  
R. LEE SMITH, TRUSTEE

[Signature]  
KARA V. BAKER, TRUSTEE

[Signature]  
WILLIS K. BAKER III

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 CA  
County of Glenn

On 1-2, 20 19, before me, Ron Campbell, a notary public, personally appeared, R. Lee Smith, Kara V. Baker, Willis K. Baker III 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]  
Signature of Notary Public



(Notary Seal)



**EXHIBIT "A"**

**PARCEL I RESULTANT LEGAL DESCRIPTION**

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

Being a portion of Lots 1117, 1118, 1119, 1127, and 1128 of the Sacramento Valley Irrigation Company's Subdivision of the Hamilton Unit, Division 2, as shown on that subdivision map filed for record in the Office of the Glenn County Recorder in Book 2 of Maps and Surveys on Page 258, and being more particularly described as follows:

**COMMENCING** at the northwest corner of said Lot 1117, said point being on the southerly right-of-way of California State Highway 32 per Parcel One as described in that Grant Deed, recorded on January 8, 2019, under Serial Number 2019-0101, Glenn County Official Records;

Thence South  $89^{\circ}49'06''$  East 30.00 feet along the north line of said Lot 1117 to the northeast corner of said Parcel One per Serial Number 2019-0101;

Thence, leaving said north line of Lot 1117, along the east boundary of said Parcel One, South  $01^{\circ}02'03''$  East 249.61 feet to the most northwesterly corner of Parcel 1 as shown on that parcel map filed for record in the Office of the Glenn County Recorder in Book 7 of Parcel Maps at Page 68, said corner being the **TRUE POINT OF BEGINNING** of the herein described parcel;

Thence, along the west boundary of said Parcel 1 per Book 7 of Parcel Maps at Page 68 and a southerly prolongation thereof, South  $01^{\circ}02'03''$  East 184.60 feet;

Thence West 1775.34 feet;

Thence North 442.03 feet to the north line of said Lot 1119, said point bears North  $89^{\circ}44'35''$  West 1737.52 feet from said northwest corner of Lot 1117;

Thence, along the north line of said Lot 1119, North  $89^{\circ}44'35''$  West 902.82 feet to the northwest corner of said Lot 1119 as evidenced by a  $5/8''$  rebar with plastic cap marked "LS 4990" as shown on that Record of Survey, filed for record in the Office of the Glenn County Recorder in Book 13 of Maps and Surveys at Page 7;

Thence, leaving said north line of Lot 1119, South  $00^{\circ}18'48''$  East 850.00 feet;

Thence South  $70^{\circ}03'58''$  East 1406.03 feet;

Thence, South  $89^{\circ}51'07''$  East 2359.52 feet to an angle point in the northeast boundary of said Parcel 1 per Book 7 of Parcel Maps at Page 68, said angle point also being the northwest corner of Parcel 2 per said Book 7 of Parcel Maps at Page 68;

Thence, along said northeast boundary the following seven(7) courses and distances:

- 1) North  $47^{\circ}41'07''$  West 279.14 feet;
- 2) North  $37^{\circ}33'35''$  West 216.84 feet;
- 3) North  $24^{\circ}09'47''$  West 414.38 feet;

- 4) North 34°52'34" West 138.09 feet;
- 5) North 49°18'38" West 160.36 feet;
- 6) North 56°31'31" West 134.22 feet;
- 7) North 76°56'02" West 195.46 feet to the Point of Beginning.

Containing 70.61 acres, more or less.

**TOGETHER WITH** an easement for drainage purposes on, over, across, and through said Lots 1117, 1118, and 1119, being more particularly described as follows:

**COMMENCING** at a point on the north line of said Lot 1119, said point bears North 89°44'35" West 1737.52 feet from said northwest corner of Lot 1117;

Thence, leaving said north line, along the northerly boundary of the hereinabove described Parcel I, South 442.03 feet to an angle point in said northerly boundary, said point being the **TRUE POINT OF BEGINNING** of the herein described easement;

Thence, along said northerly boundary of Parcel I, East 1775.34 feet, to an angle point in said northerly boundary;

Thence, continuing along said northerly boundary, North 01°02'03" West 16.00 feet;

Thence, leaving said northerly boundary of Parcel I, West 1775.05 feet to a point on said northerly boundary;

Thence, along said northerly boundary of Parcel I, South 16.00 feet to the Point of Beginning.

**RESERVING THEREFROM** a non-exclusive easement for ingress, egress, and public utility purposes on, over, across, and through said Lot 1119, being more particularly described as follows:

**COMMENCING** at a point on the north line of said Lot 1119, said point bears North 89°44'35" West 1737.52 feet from said northwest corner of said Lot 1117;

Thence, along the north line of said Lot 1119, North 89°44'35" West 66.67 feet to the **TRUE POINT OF BEGINNING** of the herein described easement;

Thence, leaving said north line, South 45°00'00" West 54.80 feet;

Thence, South 313.58 feet to the beginning of a 30.00 foot radius curve, concave northeasterly;

Thence southeasterly, 47.12 feet along said curve, through a central angle of 90°00'00";

Thence East 75.42 feet to the northerly boundary of the hereinabove described Parcel I;

Thence, along said northerly boundary, South 60.00 feet to an angle point in said northerly boundary of Parcel I;

Thence West 165.42 feet;

Thence North 403.58 feet;

Thence North 45°00'00" West 55.68 feet to said north line of Lot 1119;

Thence, along said north line of Lot 1119, South 89°44'35" East 138.12 feet to the Point of Beginning.

**ALSO RESERVING THEREFROM** an easement for drainage purposes on, over, across, and through said Lots 1117, 1118, and 1119, being more particularly described as follows:

**COMMENCING** at a point on the north line of said Lot 1119, said point bears North 89°44'35" West 1737.52 feet from said northwest corner of Lot 1117;

Thence, leaving said north line, along the northerly boundary of the hereinabove described Parcel 1, South 442.03 feet to an angle point in said northerly boundary, said point also being the **TRUE POINT OF BEGINNING** of the herein described easement;

Thence, leaving said northerly boundary, South 16.00 feet;

Thence East 1943.22 feet;

Thence North 46.00 feet;

Thence West 168.42 feet to said northerly boundary of the hereinabove described Parcel I;

Thence, along said northerly boundary, South 01°02'03" East 30.00 feet to an angle point in said northerly boundary of Parcel I;

Thence, along said northerly boundary, West 1775.34 feet to the Point of Beginning.

**EXCEPTING THEREFROM** an undivided 2/3rds interest in and to all oil, gas, minerals, and other hydrocarbon substances as reserved in the deed from Raymond Weldgen et al to Richard H. Weldgen, dated September 16, 1957 and recorded October 1, 1957 in Book 360 of Glenn County Official Records, at Page 347.

**ALSO EXCEPTING THEREFROM** 50% of the grantors right, title and interest in and to all oil, gas and minerals, as reserved in deed from Mills Orchards Associates, a Partnership to Wilson Duncan, Jr. and Neoma M. Duncan, his wife, as community property, dated November 16, 1978 and recorded January 2, 1979 in Book 638 of Glenn County Official Records, at Page 62.

**ALSO EXCEPTING THEREFROM** all oil, gas, minerals and mineral rights as reserved in the deed from Mills Orchards Associates et al to Richard H. Weldgen, recorded December 27, 1957 in Book 363 of Glenn County Official Records, at Page 572.

The Basis of Bearings for the above described parcel is based upon the California Coordinate System of 1983, CCS83, Zone 2 (2010.0000). Distances are in grid, U.S. survey foot. Divide grid distances by a combined factor of 0.999976 to obtain ground distances



NorthStar  
Michael L. Mays, PLS 6967



3/16/2020  
Date

**EXHIBIT "A"**

**PARCEL II RESULTANT LEGAL DESCRIPTION**

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

Being a portion of Lots 1119 to 1129 inclusive, Lot 1150, 1151, 1152, 1153, 1165, and 1166 of the Sacramento Valley Irrigation Company's Subdivision of the Hamilton Unit, Division 2, as shown on that subdivision map filed for record in the Office of the Glenn County Recorder in Book 2 of Maps and Surveys on Page 258, and being more particularly described as follows:

**BEGINNING** at the northwest corner of said Lot 1119 as evidenced by a 5/8" rebar with plastic cap marked "LS 4990" as shown on that Record of Survey, filed for record in the Office of the Glenn County Recorder in Book 13 of Maps and Surveys at Page 7;

Thence, South 00°18'48" East 850.00 feet;

Thence, South 70°03'58" East 1406.03 feet;

Thence, South 89°51'07" East 2359.52 feet to an angle point in the northeast boundary of Parcel 1 as said parcel is shown on that certain Parcel Map, filed for record in the Office of the Glenn County Recorder in Book 7 of Parcel Maps at Pages 68, said angle point also being the northwest corner of Parcel 2 per said Book 7 of Parcel Maps at Pages 68;

Thence, along the northeasterly boundary of said Parcel 1 the following eleven(11) courses and distances:

- 1) South 00°10'32" East 357.69 feet;
- 2) South 51°10'55" East 1799.02 feet;
- 3) North 00°28'09" West 80.00 feet;
- 4) South 68°06'07" East 173.05 feet;
- 5) South 75°53'12" East 248.03 feet;
- 6) South 65°06'29" East 236.07 feet;
- 7) South 56°41'54" East 181.88 feet;
- 8) South 44°10'48" East 451.65 feet;
- 9) South 51°15'16" East 773.79 feet;
- 10) South 36°56'57" East 272.28 feet;
- 11) South 29°19'00" East 147.04 feet to the most northerly corner of Parcel 3, as shown on said Book 7 of Parcel Maps at Page 68;

Thence, along the southerly boundary of said Parcel 1 as shown on said Book 7 of Parcel Maps at Page 68, South 48°09'29" West 881.81 feet to an angle point in said southerly boundary;

Thence, continuing along the southerly boundary of said Parcel 1, South 89°18'36" West 463.06 feet to a point on the boundary of the Sacramento Valley Irrigation Company's Subdivision of the Hamilton Unit, Division 2, as shown on said Book 2 of Maps and Surveys at Page 258;

Thence, along the boundary of said subdivision the following six(6) courses and distances:

- 1) North 35°22'24" West 1719.98 feet;
- 2) North 69°06'43" West 4552.32 feet:
- 3) South 63°38'29" West 1747.45 feet;
- 4) South 89°31'29" West 1985.30 feet;
- 5) North 22°17'31" West 144.92 feet;
- 6) North 21°49'27" West 2650.39 feet to the northwest corner of Parcel Two, as described in that Grant Deed, filed for record on January 8, 2019, under Serial Number 2019-0101, Glenn County Official Records, said corner being on the south line of California State Highway 32;

Thence along said south line of California State Highway 32, as described in that Grant Deed recorded on October 25, 2001, under Serial Number 2001-5921, Glenn County Official Records, South 88°49'50" East 1676.56 feet to the beginning of a 10,069.73 foot radius curve, concave northerly, from which point the radius point bears North 02°10'15" East;

Thence, continuing along said south line of California State Highway 32, as described in that Grant Deed recorded on October 10, 1974, in Book 578 of Official Records at Pages 251-254, Glenn County Official Records, Easterly, 348.82 feet along said curve, through a central angle of 1°59'05";

Thence, along said south line, South 89°47'18" East 273.63 feet;

Thence, along said south line, North 71°00'04" East 105.90 feet to the north line of said Lot 1121;

Thence, along the north lines of said Lots 1120 and 1121, South 89°44'45" East 1552.12 feet to the Point of Beginning.

Containing 368.53 acres, more or less.

**TOGETHER WITH** the right of ingress and egress over the existing road running from the west end of County Road #16 through Parcel 4 as shown on that certain Parcel Map filed July 18, 1977 in Book 6 of Parcel Maps, at Page 14, to the northwest corner of said Parcel #4 where the existing road connections with State Highway 32.

**EXCEPTING THEREFROM** all oil, gas, minerals and mineral rights as reserved in the deed from Mills Orchards Associates et al to Richard H. Weldgen, recorded December 27, 1957 in Book 363 of Glenn County Official Records, at Page 572.

**ALSO EXCEPTING THEREFROM** 50% of the grantors right, title and interest in and to all oil, gas and minerals, as reserved in deed from Mills Orchards Associates, a Partnership to Wilson Duncan, Jr. and

Neoma M. Duncan, his wife, as community property, dated November 16, 1978 and recorded January 2, 1979 in Book 638 of Glenn County Official Records, at Page 62.

**ALSO EXCEPTING THEREFROM** an undivided 2/3rds interest in and to all oil, gas, minerals, and other hydrocarbon substances as reserved in the deed from Raymond Weldgen et al to Richard H. Weldgen, dated September 16, 1957 and recorded October 1, 1957 in Book 360 of Glenn County Official Records, at Page 347.

The Basis of Bearings for the above described parcel is based upon the California Coordinate System of 1983, CCS83, Zone 2 (2010.0000). Distances are in grid, U.S. survey foot. Divide grid distances by a combined factor of 0.999976 to obtain ground distances.



NorthStar  
Michael L. Mays, PLS 6967



Date 3/16/2020

**EXHIBIT "A"**

**PARCEL III RESULTANT LEGAL DESCRIPTION**

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

Being a portion of Lots 1117, 1118, and 1119 of the Sacramento Valley Irrigation Company's Subdivision of the Hamilton Unit, Division 2, as shown on that subdivision map filed for record in the Office of the Glenn County Recorder in Book 2 of Maps and Surveys on Page 258, and being more particularly described as follows:

**BEGINNING** at the northwest corner of said Lot 1117, said point being on the southerly right-of-way of California State Highway 32 per Parcel One as described in that Grant Deed, recorded on January 8, 2019, under Serial Number 2019-0101, Glenn County Official Records;

Thence South 89°49'06" East 30.00 feet along the north line of said Lot 1117 to the northeast corner of said Parcel One per Serial Number 2019-0101;

Thence, leaving said north line of Lot 1117, along the west boundary of said Parcel One and a southerly prolongation thereof, South 01°02'03" East 434.21 feet;

Thence West 1775.34 feet;

Thence North 442.03 feet to a point on the north line of said Lot 1119, said point bears North 89°44'35" West 1737.52 feet from said northwest corner of Lot 1117;

Thence, along the north line of said Lots 1118 and 1119, South 89°44'35" East 1737.52 feet to the Point of Beginning.

Containing 17.81 acres, more or less.

**TOGETHER WITH** a non-exclusive easement for ingress, egress, and public utility purposes on, over, across, and through said Lot 1119, being more particularly described as follows:

**COMMENCING** at a point on the north line of said Lot 1119, said point bears North 89°44'35" West 1737.52 feet from said northwest corner of Lot 1117;

Thence, along the north line of said Lot 1119, North 89°44'35" West 66.67 feet to the **TRUE POINT OF BEGINNING** of the herein described easement;

Thence, leaving said north line, South 45°00'00" West 54.80 feet;

Thence, South 313.58 feet to the beginning of a 30.00 foot radius curve, concave northeasterly;

Thence southeasterly, 47.12 feet along said curve, through a central angle of 90°00'00";

Thence East 75.42 feet to the west line of the hereinabove described Parcel III;

Thence, along said west line of Parcel III, South 60.00 feet to the southwest corner of said Parcel III;

Thence West 165.42 feet;

Thence North 403.58 feet;

Thence North 45°00'00" West 55.68 feet to said north line of Lot 1119;

Thence, along said north line of Lot 1119, South 89°44'35" East 138.12 feet to the Point of Beginning.

**ALSO TOGETHER WITH** an easement for drainage purposes on, over, across, and through said Lots 1117, 1118, and 1119, being more particularly described as follows:

**COMMENCING** at a point on the north line of said Lot 1119, said point bears North 89°44'35" West 1737.52 feet from said northwest corner of Lot 1117;

Thence, leaving said north line, along the west line of the hereinabove described Parcel III, South 442.03 feet to the southwest corner of said Parcel III, said corner being the **TRUE POINT OF BEGINNING** of the herein described easement;

Thence, leaving said west line of Parcel III, South 16.00 feet;

Thence, East 1943.22 feet;

Thence North 46.00 feet;

Thence West 168.42 feet to the east line of said Parcel III;

Thence, along said east line of Parcel III, South 01°02'03" East 30.00 feet to the southeast corner of said Parcel III;

Thence, along the south line of said Parcel III, West 1775.34 feet to the Point of Beginning.

**RESERVING THEREFROM** an easement for drainage purposes on, over, across, and through said Lots 1117, 1118, and 1119, being more particularly described as follows:

**COMMENCING** at a point on the north line of said Lot 1119, said point bears North 89°44'35" West 1737.52 feet from said northwest corner of Lot 1117;

Thence, leaving said north line, along the west line of the hereinabove described Parcel III, South 442.03 feet to the southwest corner of said Parcel III, said corner being the **TRUE POINT OF BEGINNING** of the herein described easement;

Thence, along the south line of said Parcel III, East 1775.34 feet to the southeast corner of said Parcel III;

Thence, along the east line of said Parcel III, North 01°02'03" West 16.00 feet;

Thence, leaving said east line, West 1775.05 feet to the west line of said Parcel III;

Thence, along said west line, South 16.00 feet to the Point of Beginning.

**ALSO RESERVING THEREFROM** an easement, 20 feet in width, for overhead utility purposes on, over, across, and through that certain strip of land, being a portion of said Lots 1117 and 1118, the centerline of said 20-foot wide easement being more particularly described as follows:

**COMMENCING** at the northwest corner of said Lot 1117;

Thence, along the north line of said Lot 1118, North 89°44'35" West 0.39 feet to the **TRUE POINT OF BEGINNING** of the herein described 20-foot wide easement;

Thence, leaving said north line of Lot 1118, South 3°42'45" West 247.14 feet;

Thence South 37°44'16" East 85.05 feet to a point on the east line of the hereinabove described Parcel III, said point being the terminus of the herein described centerline;

The northerly terminal line of said 20-foot strip being the north line of said Lot 1118 and 1117;

The easterly terminal line of said 20-foot strip being the east line of the hereinabove described Parcel III.

**EXCEPTING THEREFROM** an undivided 2/3rds interest in and to all oil, gas, minerals, and other hydrocarbon substances as reserved in the deed from Raymond Welgen et al to Richard H. Weldgen, dated September 16, 1957 and recorded October 1, 1957 in Book 360 of Glenn County Official Records, at Page 347.

**ALSO EXCEPTING THEREFROM** all oil, gas, minerals and mineral rights as reserved in the deed from Mills Orchards Associates et al to Richard H. Weldgen, recorded December 27, 1957 in Book 363 of Glenn County Official Records, at Page 572.

The Basis of Bearings for the above described parcel is based upon the California Coordinate System of 1983, CCS83, Zone 2 (2010.0000). Distances are in grid, U.S. survey foot. Divide grid distances by a combined factor of 0.999976 to obtain ground distances.



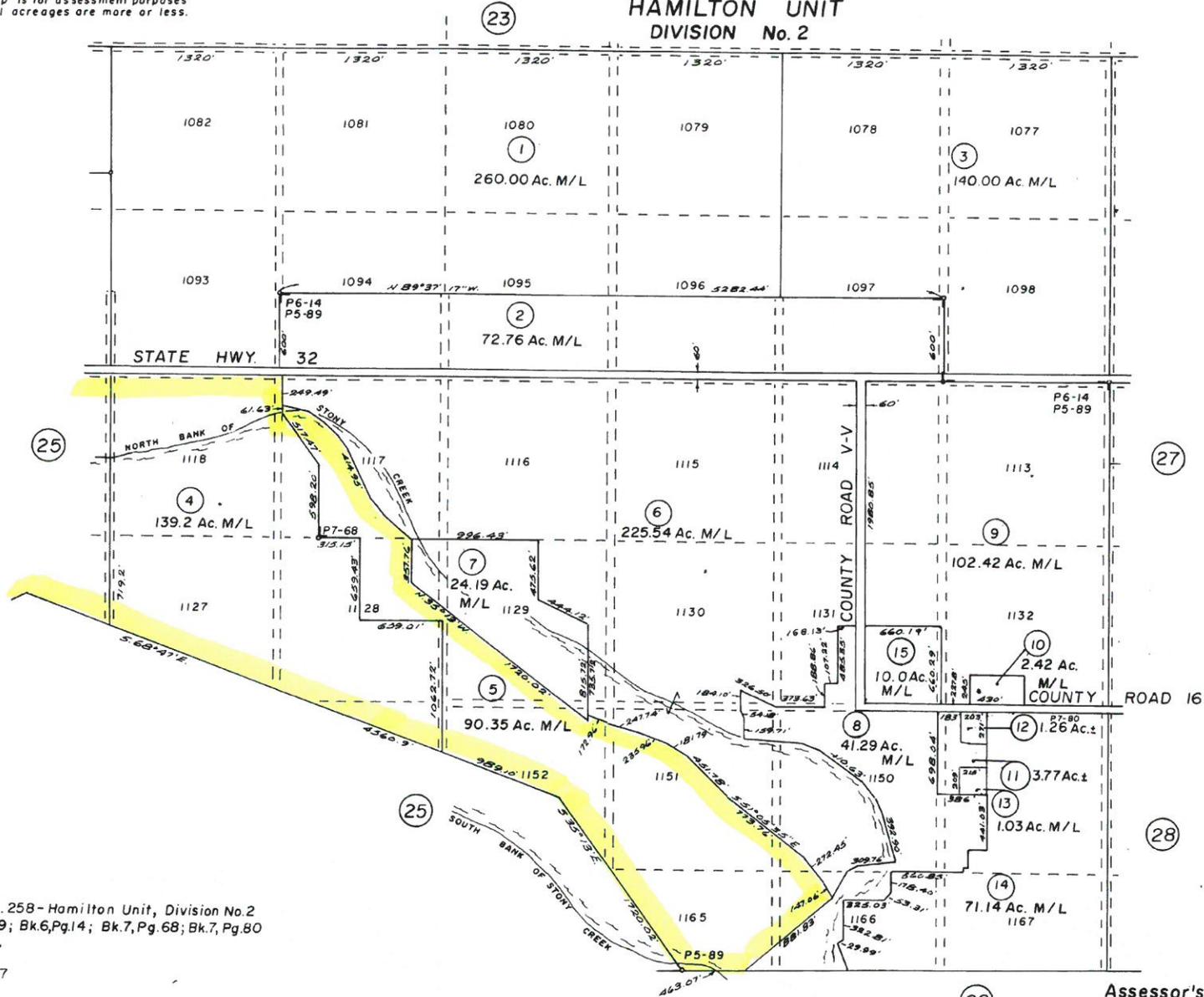
NorthStar  
Michael L. Mays, PLS 6967



3/16/2020  
Date



**HAMILTON UNIT  
 DIVISION No. 2**



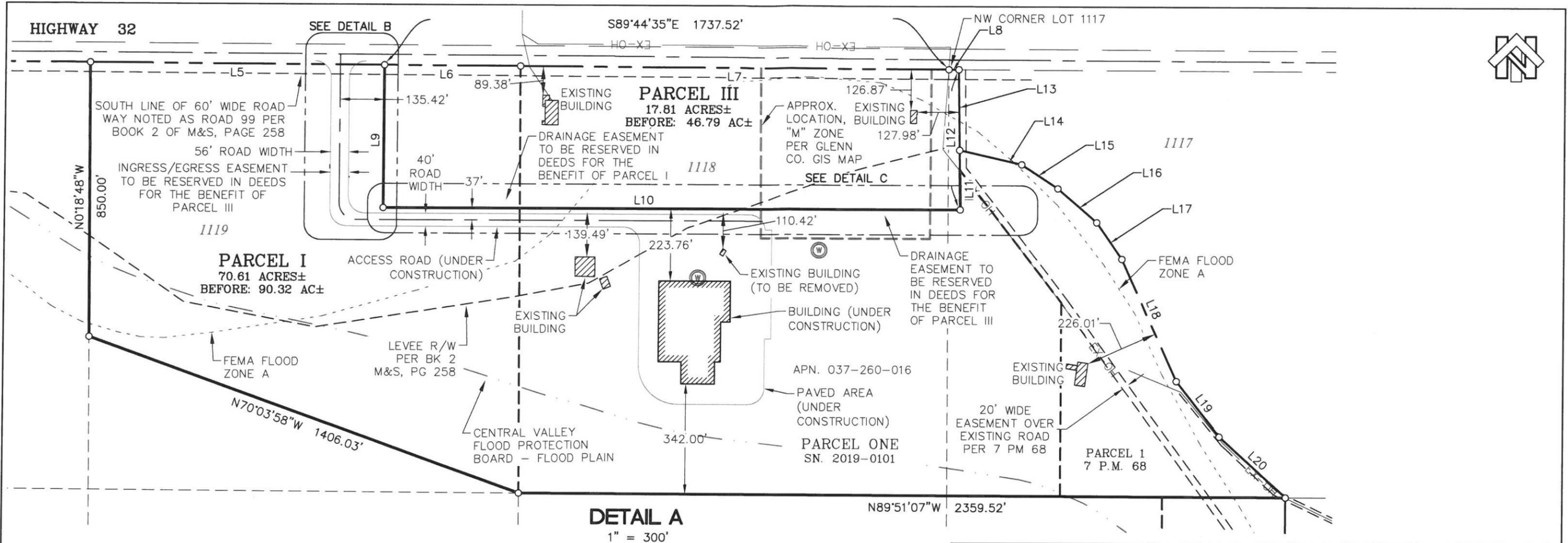
M & S Bk. 2, Pg. 258 - Hamilton Unit, Division No. 2  
 P.M. Bk. 5, Pg. 89; Bk. 6, Pg. 14; Bk. 7, Pg. 68; Bk. 7, Pg. 80  
 M.S. Bk. 13, Pg. 7  
 M.S. Bk. 13 Pg. 97

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

Assessor's Map Book 37 - Pg. 26  
 County of Glenn, Calif.

(1980)





**NOTES**

- TITLE EXCEPTION 9 – RIGHT OF WAY DEED, RECORDED ON APRIL 19, 1955 IN BOOK 325 OF GLENN COUNTY OFFICIAL RECORDS AT PAGE 143, MAY OR MAY NOT AFFECT THE PROPERTY SHOWN HEREON.
- TITLE EXCEPTION 14 – EASEMENT LOCATION NOT DEFINED PER BOOK 418 OF GLENN COUNTY OFFICIAL RECORDS AT PAGE 489. MAY OR MAY NOT AFFECT THE PROPERTY SHOWN HEREON.
- TITLE EXCEPTION 16 – RELIQUISHMENT OF HIGHWAY RIGHT OF WAY NOT PLOTTABLE PER BOOK 601 OF GLENN COUNTY OFFICIAL RECORDS AT PAGE 190. DOES NOT AFFECT THE PROPERTY SHOWN HEREON.

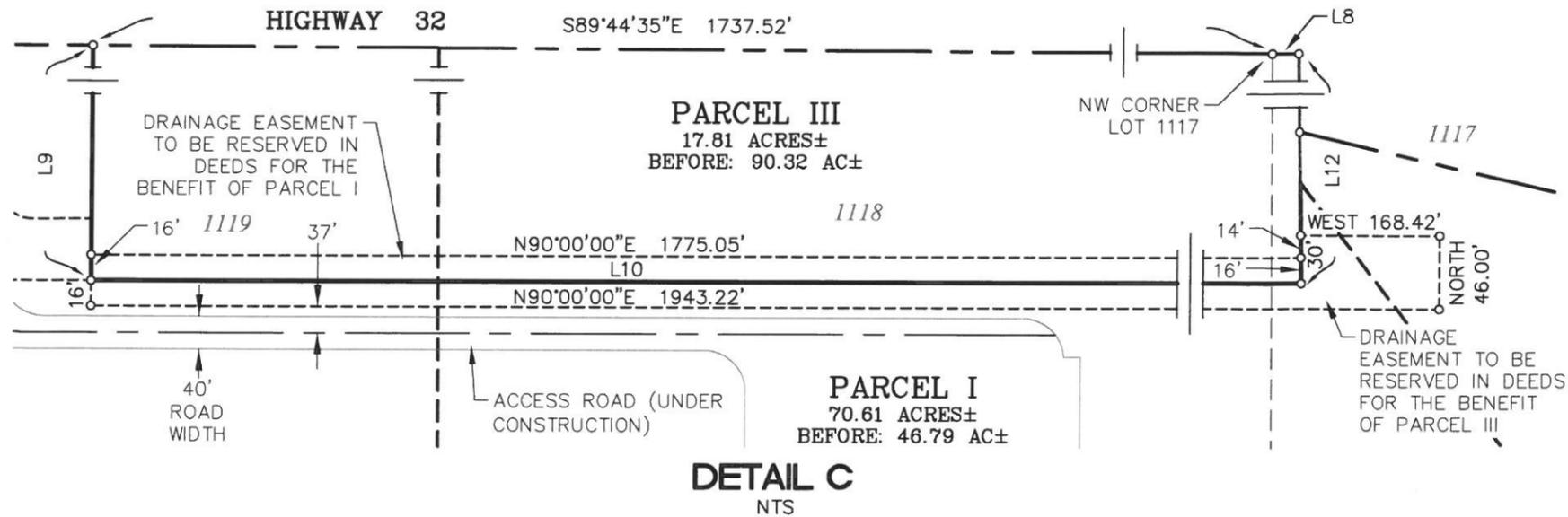
Line Table			Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L1	S88°49'50"E	1676.56'	L12	N01°02'03"W	434.21'	L23	S00°28'09"E	80.00'
L2	N89°47'18"W	273.63'	L13	S01°02'03"E	249.61'	L24	S68°06'07"E	173.05'
L3	S71°00'04"W	105.90'	L14	S76°56'02"E	195.46'	L25	S75°53'12"E	248.03'
L4	N89°44'45"W	1552.12'	L15	S56°31'31"E	134.22'	L26	S65°06'29"E	236.07'
L5	S89°44'35"E	902.82'	L16	S49°18'38"E	160.36'	L27	S56°41'54"E	181.88'
L6	S89°44'35"E	417.35'	L17	S34°52'34"E	138.09'	L28	S44°10'48"E	451.65'
L7	S89°44'35"E	1320.17'	L18	S24°09'47"E	414.38'	L29	S51°15'16"E	773.79'
L8	N89°49'06"W	30.00'	L19	S37°33'35"E	216.84'	L30	S36°56'57"E	272.28'
L9	N00°00'00"E	442.03'	L20	N47°41'07"W	279.14'	L31	S29°19'00"E	147.04'
L10	S90°00'00"W	1775.34'	L21	S00°10'32"E	357.69'	L32	S48°09'29"W	881.81'
L11	N01°02'03"W	184.60'	L22	S51°10'55"E	1799.02'	L33	S89°18'36"W	463.06'

Designed:  
 Drawn By: TDA  
 Approved:  
 Date: FEBRUARY 2020

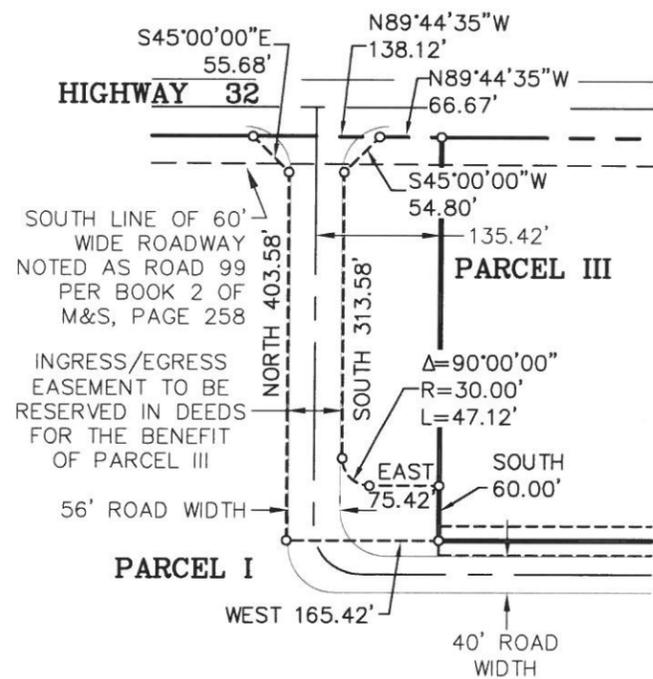


**NORTH STATE HULLING**  
**HIGHWAY 32**  
**GLENN COUNTY, CALIFORNIA**

LOT LINE ADJUSTMENT			
NORTH STATE HULLING			
APN Number	Job Number	Scale	Sheet
	18-133	NA Horz. NA Vert.	2 Of 3



**DETAIL C**  
NTS



**DETAIL B**  
1" = 200'

Designed:  
 Drawn By: TDA  
 Approved:  
 Date: FEBRUARY 2020



NORTH STATE HULLING  
 HIGHWAY 32  
 GLENN COUNTY, CALIFORNIA

LOT LINE ADJUSTMENT

NORTH STATE HULLING

APN Number	Job Number 18-133	Scale NA Horz. NA Vert.	Sheet 3 Of 3
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March 19, 2020

John Lanier  
County of Glenn  
225 N Tehama St  
Willows, CA 95988

Ref: Gas and Electric Transmission and Distribution

Dear John Lanier,

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

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

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: [https://www.pge.com/en\\_US/business/services/building-and-renovation/overview/overview.page](https://www.pge.com/en_US/business/services/building-and-renovation/overview/overview.page).
2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.
3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

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

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

Sincerely,

Plan Review Team  
Land Management



## Attachment 1 – Gas Facilities

There could be gas transmission pipelines in this area which would be considered critical facilities for PG&E and a high priority subsurface installation under California law. Care must be taken to ensure safety and accessibility. So, please ensure that if PG&E approves work near gas transmission pipelines it is done in adherence with the below stipulations. Additionally, the following link provides additional information regarding legal requirements under California excavation laws: <https://www.usanorth811.org/images/pdfs/CA-LAW-2018.pdf>

1. **Standby Inspection:** A PG&E Gas Transmission Standby Inspector must be present during any demolition or construction activity that comes within 10 feet of the gas pipeline. This includes all grading, trenching, substructure depth verifications (potholes), asphalt or concrete demolition/removal, removal of trees, signs, light poles, etc. This inspection can be coordinated through the Underground Service Alert (USA) service at 811. A minimum notice of 48 hours is required. Ensure the USA markings and notifications are maintained throughout the duration of your work.
2. **Access:** At any time, PG&E may need to access, excavate, and perform work on the gas pipeline. Any construction equipment, materials, or spoils may need to be removed upon notice. Any temporary construction fencing installed within PG&E's easement would also need to be capable of being removed at any time upon notice. Any plans to cut temporary slopes exceeding a 1:4 grade within 10 feet of a gas transmission pipeline need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.
3. **Wheel Loads:** To prevent damage to the buried gas pipeline, there are weight limits that must be enforced whenever any equipment gets within 10 feet of traversing the pipe.

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

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

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

4. **Grading:** PG&E requires a minimum of 36 inches of cover over gas pipelines (or existing grade if less) and a maximum of 7 feet of cover at all locations. The graded surface cannot exceed a cross slope of 1:4.
5. **Excavating:** Any digging within 2 feet of a gas pipeline must be dug by hand. Note that while the minimum clearance is only 12 inches, any excavation work within 24 inches of the edge of a pipeline must be done with hand tools. So to avoid having to dig a trench entirely with hand tools, the edge of the trench must be over 24 inches away. (Doing the math for a 24 inch



wide trench being dug along a 36 inch pipeline, the centerline of the trench would need to be at least 54 inches [ $24/2 + 24 + 36/2 = 54$ ] away, or be entirely dug by hand.)

Water jetting to assist vacuum excavating must be limited to 1000 psig and directed at a 40° angle to the pipe. All pile driving must be kept a minimum of 3 feet away.

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

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

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

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

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

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

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

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



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

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

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



## Attachment 2 – Electric Facilities

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

1. Buildings and Other Structures: No buildings or other structures including the foot print and eave of any buildings, swimming pools, wells or similar structures will be permitted within fee strip(s) and/or easement(s) areas. PG&E's transmission easement shall be designated on subdivision/parcel maps as **"RESTRICTED USE AREA – NO BUILDING."**
2. Grading: Cuts, trenches or excavations may not be made within 25 feet of our towers. Developers must submit grading plans and site development plans (including geotechnical reports if applicable), signed and dated, for PG&E's review. PG&E engineers must review grade changes in the vicinity of our towers. No fills will be allowed which would impair ground-to-conductor clearances. Towers shall not be left on mounds without adequate road access to base of tower or structure.
3. Fences: Walls, fences, and other structures must be installed at locations that do not affect the safe operation of PG&E's facilities. Heavy equipment access to our facilities must be maintained at all times. Metal fences are to be grounded to PG&E specifications. No wall, fence or other like structure is to be installed within 10 feet of tower footings and unrestricted access must be maintained from a tower structure to the nearest street. Walls, fences and other structures proposed along or within the fee strip(s) and/or easement(s) will require PG&E review; submit plans to PG&E Centralized Review Team for review and comment.
4. Landscaping: Vegetation may be allowed; subject to review of plans. On overhead electric transmission fee strip(s) and/or easement(s), trees and shrubs are limited to those varieties that do not exceed 15 feet in height at maturity. PG&E must have access to its facilities at all times, including access by heavy equipment. No planting is to occur within the footprint of the tower legs. Greenbelts are encouraged.
5. Reservoirs, Sumps, Drainage Basins, and Ponds: Prohibited within PG&E's fee strip(s) and/or easement(s) for electric transmission lines.
6. Automobile Parking: Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.
7. Storage of Flammable, Explosive or Corrosive Materials: There shall be no storage of fuel or combustibles and no fueling of vehicles within PG&E's easement. No trash bins or incinerators are allowed.



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

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

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

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

12. Construction Activity: Since construction activity will take place near PG&E's overhead electric lines, please be advised it is the contractor's responsibility to be aware of, and observe the minimum clearances for both workers and equipment operating near high voltage electric lines set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety (<https://www.dir.ca.gov/Title8/sb5g2.html>), as well as any other safety regulations. Contractors shall comply with California Public Utilities Commission General Order 95 ([http://www.cpuc.ca.gov/gos/GO95/go\\_95\\_startup\\_page.html](http://www.cpuc.ca.gov/gos/GO95/go_95_startup_page.html)) and all other safety rules. No construction may occur within 25 feet of PG&E's towers. All excavation activities may only commence after 811 protocols has been followed.

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

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

**GLENN COUNTY**  
**Planning & Community Development Services Agency**

225 N. Tehama Street  
Willows, CA 95988  
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Donald Rust, Director

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**STAFF REPORT**

DATE: August 20, 2020  
TO: Donald Rust, Director  
FROM: John Lanier, Assistant Planner  
RE: Lot Line Adjustment 2020-001

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Attachments:

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

## **1 PROJECT SUMMARY**

North State Hulling Cooperative, Inc. has proposed a lot line adjustment amongst three existing legal lots (four Assessor's parcels), resulting in the following:

Parcel I: 70.61± Acres

Parcel II: 368.53± Acres

Parcel III: 17.81± Acres

The lot line adjustment is requested to facilitate proposed hulling operations and future development. The proposed lot line adjustment consists of three properties, Parcel One (existing APN 037-260-016) Parcel Two (existing Assessor's Parcel Numbers (APNs) 037-250-010 and 037-260-017), Parcel Three (existing APN 037-260-005). Parcel One is zoned "M" Industrial (1-acre minimum), and Parcel Two and Parcel Three are zoned "AE-40" Exclusive Agriculture Zone (36-acre minimum). Parcel One meets the 1-acre minimum of "M" zoning. Existing Parcel Two and Parcel Three meet the 36-acre minimum of "AE-40" zoning. After the proposed lot line adjustment, both Parcel I and Parcel III will be dual zoned as "M" Industrial and "AE-40" Exclusive Agriculture. Parcel I and Parcel II meet the "AE-40" minimum area of 36 acres while Parcel III will meet the "M" minimum area of 1 acre.

The project site is located to the south of State Highway 32, approximately 4 miles west of the community of Hamilton City and 6 miles east of the City of Orland, in the unincorporated area of Glenn County, California.

### **1.1 RECOMMENDATIONS**

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

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

## **2 ANALYSIS**

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

### **2.1 ENVIRONMENTAL DETERMINATION**

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

Lot line adjustments qualify for a Statutory Exemption from environmental review pursuant to Section 15268, “*Ministerial Projects*”, of the Guidelines of the California Environmental Quality Act (CEQA). Article 18 (Statutory Exemptions), §15268(a) & (c) (Ministerial Projects). Section 66412(d) of the Subdivision Map Act limits review and approval of lot line adjustments to conformity with the local general plan, zoning, and building ordinances. An advisory agency or local agency cannot impose conditions or exactions on its approval of a lot line adjustment except to conform to the local general plan, zoning, and building ordinances, to require the prepayment of real property taxes prior to the approval of the lot line adjustment, or to facilitate the relocation of existing utilities, infrastructure, or easements. Lot line adjustments, outlined in Section 15.140 of the Glenn County Code, are classified as a ministerial project within Glenn County Title 15, Unified Development Code (Title 15, Division 2, Part 1).

**2.2 GENERAL PLAN AND ZONING CONSISTENCY**

Parcel One is zoned “M” (Industrial, 1-acre minimum parcel size). Parcel Two and Parcel Three are zoned “AE-40” (Exclusive Agriculture, 36-acre minimum parcel size).

Parcel One has a General Plan Designation of “Industrial”. The General Plan Designation for Parcel Two and Parcel Three is “Intensive Agriculture”. Glenn County Code §15.120.020.A and §66412(d) of the Subdivision Map Act require that lot line adjustments conform to local zoning and building ordinances. The resultant lots will remain subject to the permitting processes for uses permitted in “M” and “AE-40”. The “AE-40” zone requires a minimum parcel size of 36 acres, and the “M” zone requires a minimum parcel size of 1 acre.

Prior to the lot line adjustment, Parcel One currently meets the minimum area of 1 acre required by “M” zoning. After the lot line adjustment, it will continue to meet the corresponding minimum parcel size. Prior to the lot line adjustment, Parcel Two and Parcel Three meet the minimum area of 36-acres required by “AE-40” zoning. After the lot line adjustment, both lots will continue to meet the corresponding minimum parcel size.

Glenn County is in the process of updating its General Plan. As part of this process, North State Hulling Cooperative, LLC has requested a change to the zoning of the subject parcels to facilitate their planned activities of an agricultural business park which could include offices, a café, agricultural processing facilities, agricultural commercial space, agricultural retail stores and other similar uses. This request is being evaluated for recommendation to the Glenn County Board of Supervisors by the General Plan Advisory Committee.

The area of the proposed Lot Line Adjustment is classified as Flood Zone “A” and Flood Zone “X” according to Flood Insurance Rate Map (FIRM) No. 06021C0425D, dated August 5, 2010 issued by the Federal Emergency Management Agency (FEMA). Flood

Zone “A” is defined as “Areas subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies”. Flood Zone “X” is defined as areas of minimal flood hazard outside the Special Flood Hazard Area. Because detailed hydraulic analyses have not been performed in either Flood Zone, no Base Flood Elevations (BFEs) or flood depths are shown.

Any future buildings within Flood Zone “A” shall meet building code requirements for flood elevation, including obtaining Flood Elevation Certificates, or clearly show that they are within the area designated as Flood Zone “X”.

**2.3 OWNERSHIP STATUS OF EXISTING PARCELS**

The attached Preliminary Title Report dated March 01, 2020, affecting current Assessor’s Parcel Numbers 037-250-010, 037-260-005, 037-260-016, & 037-260-017, states that the title to said estate of interest at the date hereof is vested in: NORTH STATE HULLING COOPERATIVE, INC. A CALIFORNIA CORPORATION.

**2.4 ACCESS TO PARCELS**

The proposed Lot Line Adjustment will not result in the abandonment of or eliminate access to any parcel. State Highway 32, along with existing easements will provide adequate ingress and egress.

**2.5 EASEMENTS AND INTERESTS**

This Lot Line Adjustment will not result in the abandonment of a street or utility easement of record. All resultant parcels will have access to State Highway 32. The resultant legal descriptions from the Lot Line Adjustment will preserve easements as necessary.

**3 PROCESS FOR COMPLETION/RECORDING**

1. There is a ten (10) day appeal period following action on this lot line adjustment (Glenn County Code §15.050.010).
2. A Record of Survey Map shall be prepared and recorded when required by Section 8762 of the Land Surveyor’s Act (Glenn County Code §15.140.040.B).
3. The landowners shall pay all property taxes to the Glenn County Tax Collector and shall submit a Tax Collector’s Certificate to the Glenn County Planning & Community Development Services Agency prior to the recordation of any document for this lot line adjustment.
4. The applicant/agent shall submit to the Public Works Department legal descriptions signed by a Licensed Land Surveyor, which describe the resultant lots after adjustment for approval by the County Surveyor. The descriptions shall contain a basis of bearings, if applicable, and a note describing its purpose. The note shall include a statement describing how the lots are being changed,

adjusted, or modified and that no additional parcels are being created (Glenn County Code §15.140.040.A).

7. A Certificate of Compliance shall be recorded for each resultant lot in accordance with Section 66499.35 of the Subdivision Map Act and Section 15.150.010 of the Glenn County Code.
8. The property owners will sign a Notice of Voluntary Merger for each resultant lot involved with this lot line adjustment. The Notices of Voluntary Merger will delete all previous property boundary lines of record contained within the resultant lots.
9. The applicant/agent shall provide new deeds reflecting the new legal descriptions for each resultant lot (Glenn County Code §15.140.040.A) within one year of the date of approval.
10. The Certificates of Compliance, Notices of Voluntary Merger, and new deeds shall be recorded simultaneously in the office of the County Recorder. The applicant/agent shall be required to pay all applicable recording costs.

Other Requirements:

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

Other Comments:

Public Works:

Glenn County Public Works Department was provided the application information and the comment letter is attached.

Environmental Health:

Glenn County Environmental Health was provided the application information and the comment letter is attached.

**4 FINDINGS**

**4.1 ENVIRONMENTAL DETERMINATION**

**Finding 1**

The lot line adjustment will not have any adverse impacts on the environment and is Statutorily Exempt pursuant to Section 15268 of the Guidelines for the California Environmental Quality Act.

**4.2 LOT LINE ADJUSTMENT**

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

**Finding 1**

The lot line adjustment will not result in the abandonment of a street or utility easement of record. Upon transfer of property from one owner to another owner, the deed to the subsequent owner shall expressly reserve any street or utility easement of record.

**Finding 2**

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

**Finding 3**

The lot line adjustment conforms with the General Plan and to zoning and building ordinances.