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

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



Donald Rust, Director

## **REQUEST FOR REVIEW**

COUNTY DEPARTMENTS/DISTRICTS	STATE AGENCIES		
□ Glenn County Agricultural Commissioner     □ Glenn County Air Pollution Control District/CUPA     □ Glenn County Assessor     □ Glenn County Building Inspector     □ Glenn County Engineering & Surveying Division     □ Glenn County Environmental Health Department     □ Glenn County Sheriff's Department     □ Glenn County Board of Supervisors     □ Glenn County Counsel     □ Glenn County Planning Commission     □ Glenn LAFCO  FEDERAL AGENCIES      □ U.S. Army Corps of Engineers     □ U.S. Fish and Wildlife Service     □ U.S. Department of Agriculture     □ Federal Aviation Administration	<ul> <li>□ Central Valley Flood Protection Board</li> <li>□ Central Valley Regional Water Quality Control Board (RWQCB)</li> <li>□ State Water Resources Control Board – Division of Drinking Water</li> <li>□ Department of Alcoholic Beverage Control (ABC)</li> <li>□ Department of Conservation, Division of Land Resource Protection</li> <li>□ Department of Conservation, Office of Mine Reclamation (OMR)</li> <li>□ Department of Conservation, Division of Oil, Gas, and Geothermal Resources</li> <li>□ Department of Fish and Wildlife</li> <li>□ Department of Food and Agriculture</li> <li>□ Department of Forestry and Fire Protection (Cal Fire)</li> <li>□ Department of Housing and Community Development (HCD)</li> <li>□ Department of Public Health</li> <li>□ Department of Toxic Substances Control (DTSC)</li> <li>□ Department of Transportation (Caltrans)</li> <li>□ Department of Transportation (Caltrans) Aeronautical Division</li> <li>□ Office of the State Fire Marshall</li> </ul>		
OTHER  ☐ Cemetery and Funeral Bureau ☐ California Water Service Co. (Chico) ☐ Sacramento River National Wildlife Refuge ☐ City of Willows ☐ Comcast Cable (Chico Office) ☐ Community Services District: ☐ Pacific Gas and Electric Company (PG&E) ☐ Fire Protection District: Willows ☐ Glenn County Resource Conservation District ☐ School District: Willows	<ul> <li>Northeast Center of the California Historical Resources Information System</li> <li>Grindstone Rancheria of Wintun-Wailaki</li> <li>Paskenta Band of Nomlaki Indians</li> <li>Mechoopda Indian Tribe of Chico Rancheria</li> <li>Colusa Indian Community Council Cachil Dehe Band of Wintun Indians</li> <li>Railroad: Southern Pacific</li> <li>Orland-Artois Water District</li> <li>Sacramento-San Joaquin Draining District:</li> <li>Special District:</li> </ul>		
DATE: May 21, 2020			
PROJECT: Conditional Use Diamond T, Out	Permit 2020-003 door Storage		
PLANNER: Greg Conant, As	Greg Conant Assistant Planner: gconant@countyofglenn.net		

APPLICANT: ReaAnn Titus

855 W Wood Street Willows, CA 95988

LANDOWNER: ReaAnn Titus, et al

855 W Wood Street Willows, CA 95988

ENGINEER: Duane K Miller Civil Engineer, Inc

6172 Meistr Way, Unit 1 Anderson Ca 96007

PROPOSAL: Conditional Use Permit 2020-003

Diamond T, Outdoor Storage

ReaAnn Titus has applied for a Conditional Use Permit to add outdoor storage to an approved Mini Storage Facility. The proposed outdoor storage would include the storing of Boats, RVs and other large Vehicles. The designated outdoor storage area is 70' X 288' for a total of 20,160 Square Feet and would accommodate approximately 40 RV Parking Spaces.

The site (APN: 017-220-019) is zoned "HVC" (Highway Visitor Commercial) and is designated Highway and Visitor Service Commercial in the Glenn County General Plan. Outdoor storage, sales or displays are Permitted within the HVC zoning district only if a conditional use permit has first been secured Glenn County Code §15.430.030.A.

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

LOCATION: The project site is 6239 State Route 162, west of the City of Willows;

located on the southeast corner of State Route 162 & County Road FF, north of County Road 53, and west of Willows-Glenn County Airport, within the

unincorporated area of Glenn County, California.

ZONING: "HVC" Highway and Visitor Commercial District

GENERAL PLAN: "Highway and Visitor Service Commercial"

APN: 017-220-019 (12.35± acres)

FLOOD ZONES: Flood Zone "X" according to Flood Insurance Rate Map (FIRM) No.

06021C0613D, dated August 8, 2010 issued by the Federal Emergency Management Agency (FEMA). Flood Zone "X" (unshaded) consists of areas of minimal risk outside the 1-percent and 0.2-percent annual chance floodplains. No base flood elevations or base flood depths are shown within

this zone.

The Glenn County Planning Division is requesting comments on this proposal for determination of completeness, potential constraints, and/or proposed conditions of approval. If comments are not received by **Friday**, **June 12**, **2020**, it is assumed that there are no specific comments to be included in the analysis of the project. Comments submitted by e-mail are acceptable. Thank you for considering this matter.

#### **AGENCY COMMENTS:**

#### Please consider the following:

- 1. Is the information in the application complete enough to analyze impacts and conclude review?
- 2. Comments may include project-specific code requirements unique to the project. Cite code section and document (i.e. General Plan, Subdivision Map Act, etc.).
- 3. What are the recommended Conditions of Approval for this project and justification for each Condition? When should each Condition be accomplished (i.e. prior to any construction at the site, prior to recording the parcel map, filing the Final Map, or issuance of a Certificate of Occupancy, etc.)?
- 4. Are there significant environmental impacts? What mitigation(s) would bring the impacts to a less than significant level? When should mitigation(s) be accomplished (i.e. prior to recording parcel map, filing Final Map, or Certificate of Occupancy, etc.)?

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

#### APPLICATION FOR CONDITIONAL USE PERMIT

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

Address: 855 W Wood St, Willows, C	a. 95988
Phone:(Business) <u>530-934-8300</u>	(Home) <u>530-570-2750</u>
Fax: 530-934-2557	E-mail: RaeAnnTitus@yahoo.com
Property Owner(s):	
Name: RaeAnn Titus, et al	
Address: 855 W Wood Street, Willows	s, Ca. 95988
Phone:(Business) <u>530-934-8300</u>	(Home) 530-570-2750
Fax: 530-934-2557	E-mail: RaeAnnTitus@yahoo.com
Engineer/Person who Prepared S	Site Plan (if applicable):
Name: Duane K Miller Civil Engineer,	Inc
Mailing Address: 6172 Meistr Way,	Unit 1, Anderson Ca 96007
Phone:(Business) <u>530-365-5610</u>	(Home)
Fax:	E-mail:jdmiller@dkmengr.com

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: RaeAnn Titus
Mailing Address: 855 W Wood Street, Willows, Ca. 95988
Request or Proposal:
Request to have outside Boat/Rv/large vehicle storage at the site of new construction of a 55,800 square foot self storage facility.
Address and Location of Project: 6239 State Highway 162, Willows, Ca. 95988
Current Assessor's Parcel Number(s).017-220-019
Existing Zoning: HVC-Highway Visitor Commercial Zoning Map http://gis.gcppwa.net/zoning/
Existing Use of Property: Vacant Land
Provide any additional information that may be helpful in evaluating this request:
Applicants are requesting that outdoor storage be allowed at the new self storage facility that will be built at 6239 State Highway 162, Willows.  Boat/RV/Large vehicle Storage would be in a designated area. But subject to change area as the building will be possibly phased.
Provide any additional information that may be helpful in evaluating th request:  Applicants are requesting that outdoor storage be allowed at the new self storage facility that will be built at 6239 State Highway 162, Willows.  Boat/RV/Large vehicle Storage would be in a designated area. But

Applicant(s):

Signed: Rauben atus

#### **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.

Print: RaeAnn Titus
Date: 4/23/2020
Address: 855 W Wood Street, Willows, Ca. 95988
I am (We are) the owner(s) of property involved in this application and I (We) have completed this application and all other documents required.
I am (We are) the owner(s) of the property involved in this application and I (We) acknowledge the preparation and submission of this application.
I (We) declare under penalty of perjury that the foregoing is true and correct.
Property Owner(s):
Signed: Raudon Otis
Print: RaeAnn Titus
Date: 4/23/2020
Address:

Case			
	 	_	

## 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

#### **ENVIRONMENTAL INFORMATION FORM**

To be completed by applicant or engineer Use extra sheets if necessary

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

GENERAL INFOR	MATION:	
Name: RaeAnn 1	itus	
Address, City, State,	Zip: HVC-Hig	hway Visitor Commercial
Telephone: 530-93	4-8300	Fax: 530-934-2557
E-mail: RaeAnnTit	us@yahoo.com	
Name:		
Address, City, State,	Zip:	
Геlephone:		Fax:
E-mail:		
Address and Locatio 6239 State Highwa		, C.a 95988
Current Assessor's Pa 017-220-019	arcel Number(s):	
Existing Zoning: H	/C-Highway Vis	itor Commercial
Existing Use. Vacar	nt Land	

Indicate the type of permit(s) application(s) to which this form pertains:
Conditional Use Permit and Building Permit Application
If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required:  Conditional Use Permit
List and describe any other related permit(s) and other public approvals required for this project, including those required by city, regional, state, and federal agencies:  County Building Permit
Have any special studies been prepared for the project site that are related to the proposed project including, but not limited to traffic, biology, wetlands delineation, archaeology, etc? None
ENVIRONMENTAL SETTING:
Describe in detail the project site as it exists before the project, including information on topography, soil stability, plants and animals (wetlands, if any), different crops, irrigation systems, streams, creeks, rivers, canals, water table depth, and any cultural historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots or Polaroid photos will be accepted.
 Describe in detail the project site as it exists before the project, including information on topography, soil stability, plants and animals (wetlands, if any), different crops, irrigation systems, streams, creeks, rivers, canals, water table depth, and any cultural historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site.
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	Describe the surrounding properties, including information on plants, animals, and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, agricultural, etc.), intensity of land use (one-family apartment houses, shops, department stores, dairy, row crops, orchards, etc.) Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.
	North: Farm Land
	East: City Airport
	South: Farm Land/Orchard
	West: Farm Land
	Describe noise characteristics of the surrounding area (include significant noise
	sources): Minimal noise associated with a self storage complex
	Describe how increased runoff will be handled (on-site and off-site):  Project runoff will be collected in on-site stormwater and drained to the existing drainage easement to the south of the project.
	Will the project change any drainage patterns? (Please explain): No, drainage will continue in a similar pattern.
	Will the project require the installation or replacement of storm drains or channels? If yes, indicate length, size, and capacity:  Storm drains will be installed, 12 diameter HDPE pipe with 24" area drain nlets.
1	Are there any gullies or areas of soil erosion? (Please explain):  There is an existing drainage easement to the west and south abutting he project.

Revised 2018

If yes, you may be required to obtain authorization from other agencies such the Army Corps of Engineers or California Department of Fish and Game.  Water Supply:  Indicate and describe source of water supply (domestic well, irrigation distriprivate water company):  Domestic Well  Will the project require the installation or replacement of new water serving mains? No  Liquid Waste Disposal:  Will liquid waste disposal be provided by private on-site septic system or pubsewer?: Yes  If private on-site septic system, describe the proposed system (leach field seepage pit) and include a statement and tests explaining percolation rates, stypes, and suitability for any onsite sewage disposal systems:  Septic tank with a county approved leach field system  Will any special or unique sewage wastes be generated by this project other the normally associated with resident or employee restrooms? Industrial, chemic manufacturing, animal wastes? (Please describe)  No	gullies,	plan to grade, disturb, or in any way change swales, drainages, ditches ponds, low lying areas, seeps, springs, streams, creeks, river banks, or ea on the site that carries or holds water for any amount of time during the
Indicate and describe source of water supply (domestic well, irrigation distriprivate water company):  Domestic Well  Will the project require the installation or replacement of new water serving mains? No  Liquid Waste Disposal:  Will liquid waste disposal be provided by private on-site septic system or pubsewer?: Yes  If private on-site septic system, describe the proposed system (leach field seepage pit) and include a statement and tests explaining percolation rates, stypes, and suitability for any onsite sewage disposal systems:  Septic tank with a county approved leach field system  Will any special or unique sewage wastes be generated by this project other the normally associated with resident or employee restrooms? Industrial, chemic manufacturing, animal wastes? (Please describe)		
private water company):  Domestic Well  Will the project require the installation or replacement of new water serving mains? No  Liquid Waste Disposal:  Will liquid waste disposal be provided by private on-site septic system or pubsewer?: Yes  If private on-site septic system, describe the proposed system (leach field seepage pit) and include a statement and tests explaining percolation rates, stypes, and suitability for any onsite sewage disposal systems:  Septic tank with a county approved leach field system  Will any special or unique sewage wastes be generated by this project other the normally associated with resident or employee restrooms? Industrial, chemic manufacturing, animal wastes? (Please describe)	Water S	Supply:
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seepage pit) and include a statement and tests explaining percolation rates, stypes, and suitability for any onsite sewage disposal systems:  Septic tank with a county approved leach field system  Will any special or unique sewage wastes be generated by this project other the normally associated with resident or employee restrooms? Industrial, chemical manufacturing, animal wastes? (Please describe)		
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normally associated with resident or employee restrooms? Industrial, chemics manufacturing, animal wastes? (Please describe)	Septic	tank with a county approved leach field system
normally associated with resident or employee restrooms? Industrial, chemic manufacturing, animal wastes? (Please describe)		
No	normall manufac	y associated with resident or employee restrooms? Industrial, chemical
	No	
Should waste be generated by the proposed project other than that normal	associat	ed with a single family residence, Waste Discharge Requirements may by the Regional Water Quality Control Board.

Revised 2018 4

30110	Waste Collection:
How v	will solid waste be collected? Individual disposal, private carrier, city?
Source	e of Energy:
	is the source of energy (electricity, natural gas, propane)?:
If election description No.	tricity, do any overhead electrical facilities require relocation? Is so, please be:
If not	ural gas, do existing gas lines have to be increased in size? If yes, please
No	pe:
No Do exi	pe:
Do exi	sting gas lines require relocation? If yes, please describe:

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APPLICATIO	<u>N:</u>		
Number and si	zes of existing and propose	ed structures:	
9 self storage	buildings and 1 office bu	uilding 55,800 sf	
Square footage	(structures) 55,800	S.F.; 0	S.
	(New)	(Existin	g)
Percentage of l	ot coverage: 25%		
Amount of off-	street parking provided: No	one	
Will the proje	ct be constructed in phas	ses? If so, please describ	e each pha
TBD-			
orices or rents,	nclude the number of unit and type of household size		range of sa
			range of sa
N/A f commercial,	and type of household size indicate type, estimated er	expected:  mployment per shift, days	and hours
orices or rents,  N/A  f commercial, operation, estimoading facilities  Self Storage,	indicate type, estimated enated number of daily custes:  1 employee per shift, 7 d	mployment per shift, days omers/visitors on site at p	and hours of
orices or rents,  N/A  f commercial, operation, estimoading facilities  Self Storage,	indicate type, estimated ernated number of daily custes:	mployment per shift, days omers/visitors on site at p	and hours of
orices or rents, N/A  f commercial, operation, estir oading facilitie Self Storage, Estimate 5 da	indicate type, estimated enated number of daily custes:  1 employee per shift, 7 d	mployment per shift, days omers/visitors on site at p	and hours of the and the area of the area
orices or rents, N/A  f commercial, operation, estir oading facilitie Self Storage, Estimate 5 da  f industrial, inc	indicate type, estimated en nated number of daily custes:  1 employee per shift, 7 dily customers.	mployment per shift, days omers/visitors on site at p	and hours of the and the area of the area
f commercial, operation, estimoading facilities Self Storage, Estimate 5 days f industrial, incl.	indicate type, estimated enated number of daily custes:  1 employee per shift, 7 dily customers.  dicate type, estimated employee indicate the major funct pancy, loading facilities, a	mployment per shift, days omers/visitors on site at plays/week, 24 hour accessoyment per shift, and load	and hours of the seak time, and seak

	azardous or toxic materials, chemicals or similar product used as a part of the
None	
materials. If hazardous materials are	(MSDS) for any proposed hazardous proposed, it is recommended that the Control District/CUPA for permitting
Describe any earthwork (grading) to be during construction:	done and dust control methods to be used
Site grading for building pads. Typic	cal BMP's for dust control
Describe any potential noise or vibratio compressor, machine noise, heavy equip	n sources associated with the project (i.e. ment).
	air pollutant emissions (smoke, odors, nicals) from the project. Describe what ons:
None	

#### V. CERTIFICATION:

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

Date: 4/23/2020	Signature: _	Raidon	Stris	
For: RaeAnn Titus				

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

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

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#### **Greg Conant**

From: RaeAnn Titus <raeanntitus@yahoo.com>

**Sent:** Monday, May 18, 2020 3:53 PM

**To:** Greg Conant

**Subject:** narration for titus self storage

Applicant desires to develop a self storage facility on aprox 4 acres of this 12.35 acre parcel. The self storage facility will consist of 9 single story, metal buildings with metal framing with a total of 55000 sf of storage space and a 1800 sf office with

an area designated for 40 RV parking spaces.

The facility will have a long 20 x 360 sq ft building on the north side and a 30 x 330 building on the west side and be

fully chain link fenced on property line of south side and east side of the facility. There will be an code accessible access gate to get back to storage units and the proposed RV storage area.

The proposed RV Storage area will be located at the southern end of the property and will be aprox 70 x 288 ft in area.

This area will be shielded from visibility from the road by storage buildings and office area and will behind the gated area.

The storage area is 25 ft from the southern property line, giving RV's plenty of room to be able to circle around and park in the

intended parking spaces that will be provided. This area will be lit from the lights on the southern ends of the storage buildings to the north of the RV Storage area.

## RaeAnn Titus

Broker/Owner DRE Lic # 01453924

### Titus Properties Group, Inc.

855 W. Wood Street Willows, California 95988 "Making Clients for Life" (530) 934-8300 Office (530) 934-2557 Fax (530) 570-2750 Cell

#### www.WillowsListings.com

Total Control Panel Login

To: gconant@countyofglenn.net Remove this sender from my allow list

From: raeanntitus@yahoo.com

You received this message because the sender is on your allow list.

## PRELIMINARY REPORT

To:

TIMIOS TITLE 250 W SYCAMORE ST WILLOWS CA, 95988-2828 **Title Officer:** 

TITLE OFFICER: DEBBIE FALTESEK TIMIOS TITLE 250 W. SYCAMORE ST. WILLOWS, CA 95988 ESCROW OFFICER: Bernie Perry

PHONE: (530) 934-3338

ESCROW NO: 71-00162663

<u>Property Address:</u> 6239 STATE HIGHWAY 162

6239 STATE HIGHWAY 162 WILLOWS, CA, 95988-9600 <u>Title No:</u> 71-00162662

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 LOAN POLICY 2006**

Issued by: FIRST AMERICAN TITLE INSURANCE COMPANY

Dated as of: Jan 10, 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:

BEN A. TITUS AND RAEANN TITUS, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED ONE-HALF INTEREST AND STEVEN R. TITUS AND KERI L. TITUS, HUSBAND AND WIFE AS JOINT TENANTS, AS TO AN UNDIVIDED ONE-HALF INTEREST

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.

 1ST INSTALLMENT:
 \$878.11
 PAID 11/06/2019

 2ND INSTALLMENT:
 \$878.11
 PAID 11/06/2019

 ACCEPTATION OF THE PAID 11/06/2019
 PAID 11/06/2019

ASSESSMENT NO.: 017-220-019-000

- 3. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A; OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO THE DATE OF THE POLICY.
- 4. RIGHTS OF THE PUBLIC IN AND TO SO MUCH OF THE HEREIN DESCRIBED LAND AS LIES WITHIN THE BOUNDARIES OF ANY PUBLIC HIGHWAY OR ROAD.
- 5. AN EASEMENT FOR PIPE LINE AND INCIDENTAL PURPOSES, AS CONVEYED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, IN THE DOCUMENT RECORDED NOVEMBER 17, 1965 IN BOOK 483 OF OFFICIAL RECORDS, AT PAGE 442.

SAID EASEMENT INCLUDES THE RIGHT OF INGRESS AND EGRESS.

SAID EASEMENT CONTAINS AN AGREEMENT PROHIBITING THE ERECTION OF ANY STRUCTURES, BUILDING OR WELLS WITHIN SAID EASEMENT.

- 6. EASEMENTS AND BUILDING SETBACK LINE, DEDICATIONS OR OFFER FOR DEDICATION, IF ANY, NOTES AND STATEMENTS, IF ANY, AS SHOWN ON THAT CERTAIN MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA, ON NOVEMBER 1, 1977 IN BOOK 6 OF PARCEL MAPS, AT PAGE 45, REFERRED TO HEREIN.
- 7. RIGHTS AND CLAIMS OF PARTIES IN POSSESSION
- 8. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS ARE SHOWN BY THE PUBLIC RECORDS.
- 9. 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.

10. THERE APPEARS TO BE NO DEED OF TRUST OR MORTGAGE(S) FOUND OF RECORD ON SAID PROPERTY. IF THERE IS ANY INFORMATION THAT STATES OTHERWISE, PLEASE CONTACT THE CLOSING OFFICER IMMEDIATELY. WE WILL REQUIRE AN AFFIDAVIT OF DEBTS AND LIENS TO BE EXECUTED BY THE PARTIES LISTED ON SCHEDULE "A" OF THIS COMMITMENT.

#### **NOTICE**

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

#### **NOTES:**

- A. THE INSURANCE CONTEMPLATED BY THIS TRANSACTION SHALL BE ISSUED IN FAVOR OF GOLDEN VALLEY BANK, ITS SUCCESSORS AND/OR ITS ASSIGNS IN THE AMOUNT OF \$1,695,000.00 PURSUANT TO A DEED OF TRUST FROM BEN A. TITUS, RAEANN TITUS
- B. THE CHARGE FOR A POLICY OF TITLE INSURANCE, WHEN ISSUED THROUGH THIS TITLE ORDER WILL BE BASED ON THE REFI RATE.
- C. ACCORDING TO THE PUBLIC RECORDS, THERE HAS BEEN NO CONVEYANCE OF THE LAND WITHIN A PERIOD OF TWENTY FOUR MONTHS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS FOLLOWS:

**NONE** 

- D. 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.
- E. 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.
- F. CANCELLATION FEES

NOTE: PURSUANT TO RULE NO. 2 OF BULLETIN NO. NS-35 OF CALIFORNIA STATE INSURANCE COMMISSIONER THIS REPORT IS ISSUED SUBJECT TO A MINIMUM FEE OF \$400.00

#### LEGAL DESCRIPTION

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

PARCEL NO. 1 AS SHOWN OR DESIGNATED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA, ON NOVEMBER 1, 1977 IN BOOK 6 OF PARCEL MAPS, AT PAGE 45.

SAID PARCEL BEING A PORTION OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 3 WEST, M.D.B. & M.

APN: 017-220-019-000

## 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:

- Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;

(d) improvements on the Land;

(b) zoning;(c) land use;

- (e) land division; and(f) environmental protection.
- (c) land use; (f) environmental protection
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 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.
- 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.

Your Deductible Amount	Our Maximum Dollar Limit of Liability
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:

- 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.
- 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:

- (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.
- 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.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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:

- (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.
- 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:

- (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:

- 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:

- (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.
- 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 an 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 entitles 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 it's affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web site may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### **Fair Information Values**

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

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

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

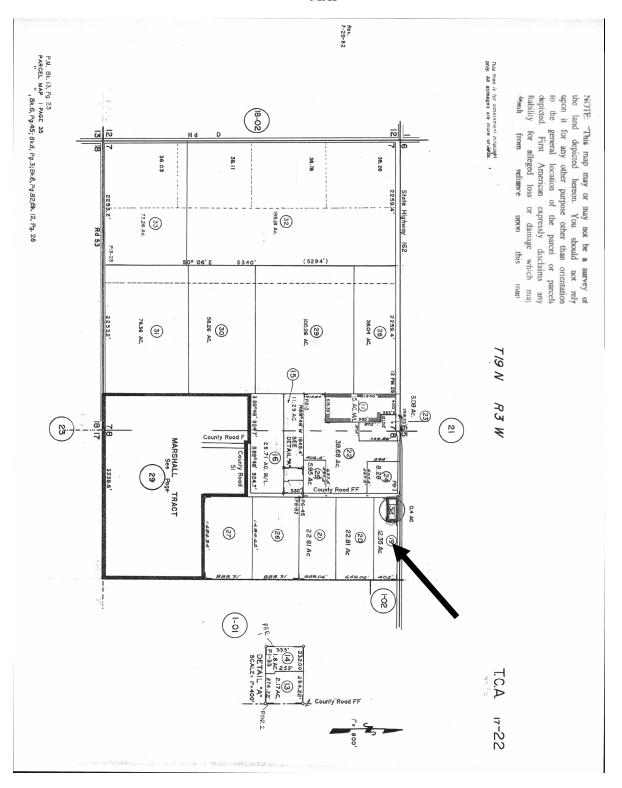
**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps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

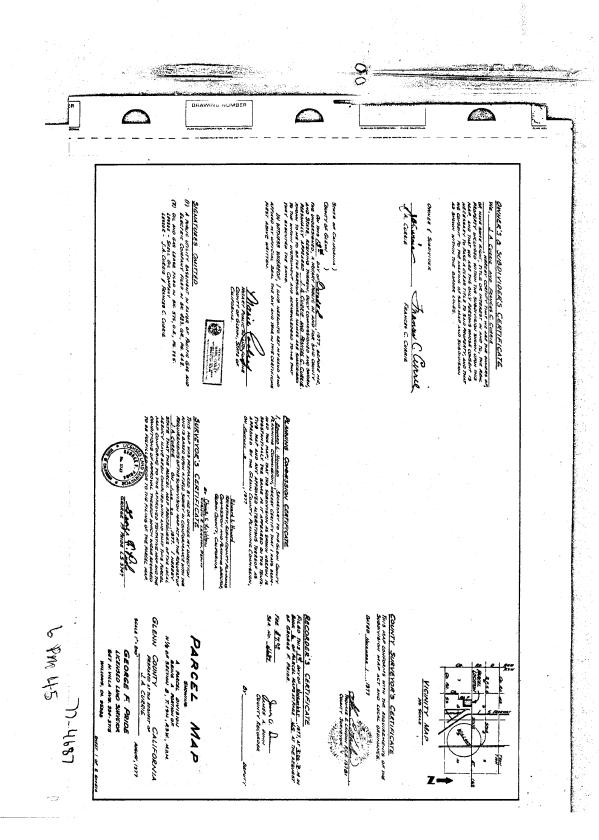
**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in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

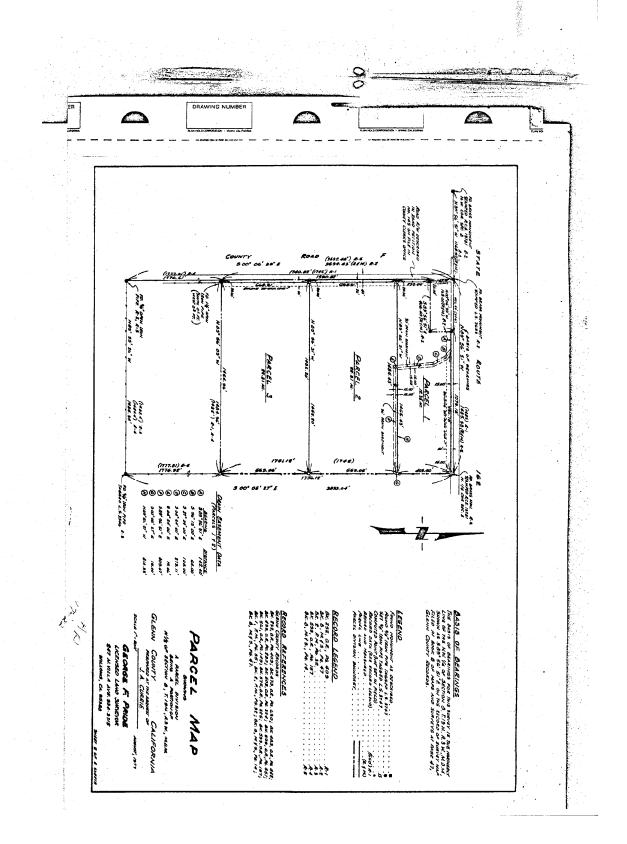
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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

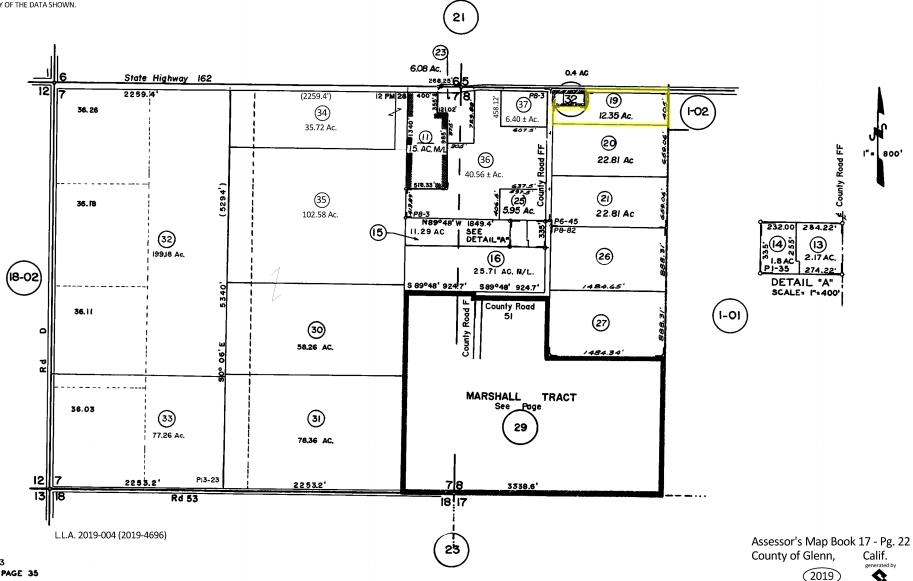
MAP







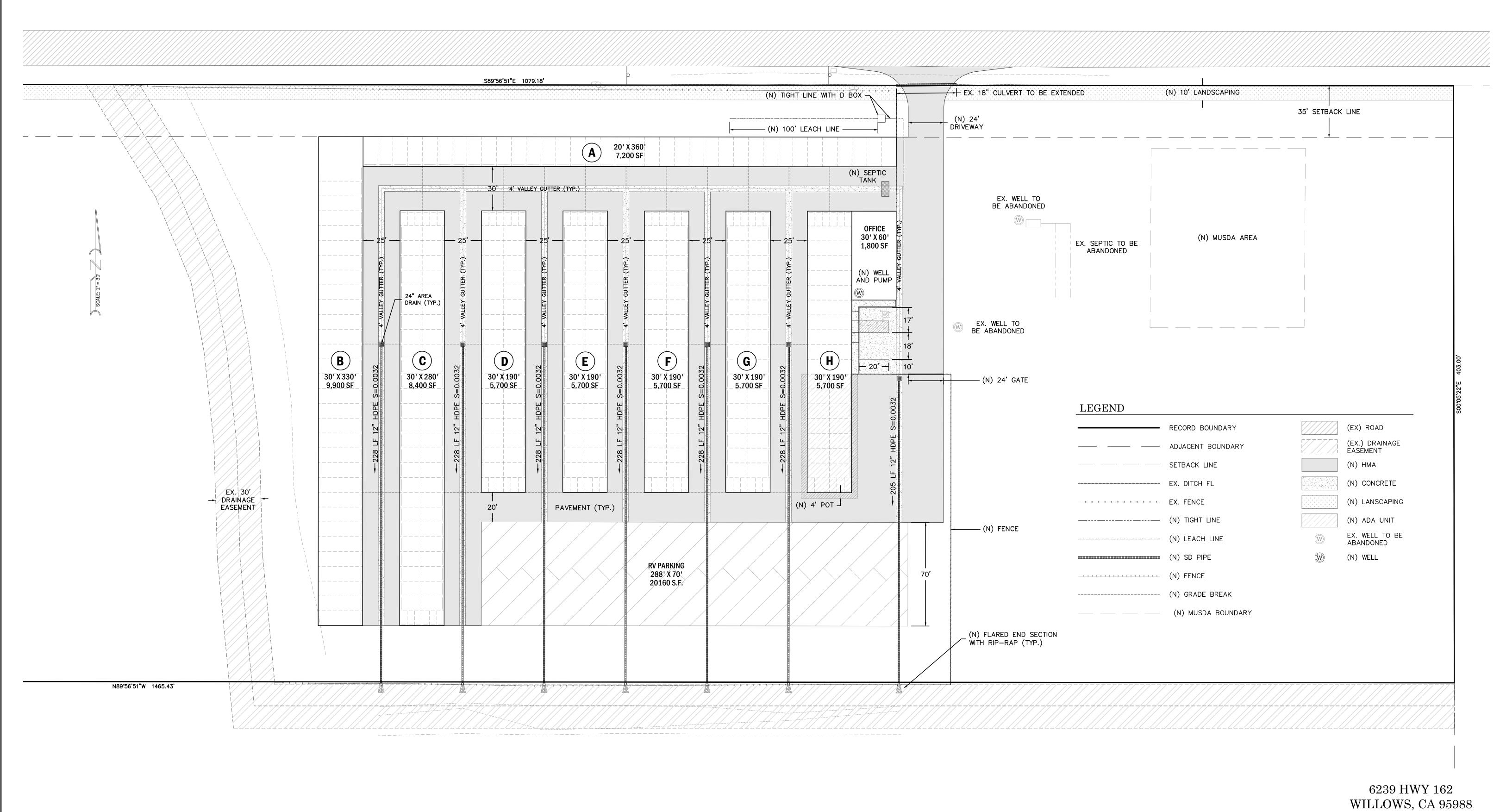
NOTE: ALL INFORMATION SHOWN ON ASSESSOR PARCEL MAPS ARE FOR ASSESSOR'S OFFICE USE AND DO NOT NECESSARILY CONSTITUTE LEGAL LOTS. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.



P.M. Bk. 13, Pg. 23 PARCEL MAP I PAGE 35

, Bk.6, Pg.45; Bk.8, Pg.3; Bk.8, Pg.82;Bk. I2, Pg. 28







Glenn County Diamond T Storage

Dimension & Utility Plan

SHEET DUANE K. MILLER 3/31/20 CIVIL ENGINEER, INC. PO BOX 1307 6172 MEISTER WAY, UNIT 1 SCALE ANDERSON, CA 96007 530-365-5610 1"= 30' DKMENGR.COM

UNDERGROUND

SERVICE ALERT

1-800-227-2600

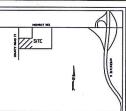
CALL BEFORE YOU DIG

GRAPHIC SCALE ( IN FEET ) 1 inch = 30 ft.

		REVISIONS	
NO.	DATE	DESCRIPTION	BY

## DIAMOND T INVESTMENTS STORAGE FACILITY





VICINITY MAP

OWNER
DIAMOND T INVESTMENTS
855 W. WOOD DRIVE
WILLOWS, CA 95988

ENGINEER
DUANE K. MILLER
CIVIL ENGINEER, INC.
6172 MEISTER WAY, UNIT 1
PO BOX 1307
ANDERSON, CA 96007

PROJECT ADDRESS 6239 HWY 162 WILLOWS, CA 95988

APN 017-220-019

TOTAL AREA 10 ACRES

ZONING HVC - HICHWAY VISITOR COMMERCIAL

SEWER INDIVIDUAL SEPTIC

STORM DRAIN ON-SITE QUANTITY AND QUALITY MITIGATION (INFILTRATION)

WELL

#### BUILDING DESIGN CRITERIA

CBC 2016 WND - 85 SNOW LOAD - 0 COLLATERAL - 0

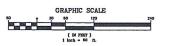
ROOF: POLAR WHITE 26 G PBR PANEL - SIL POLY COATING

WALLS: LIGHT STONE 26 G PBR PANEL - SIL POLY COATING

TRIM: GUTTERS AND DOWNSPOUTS

4" INSULATION ROOF ONLY - BY OTHERS

6239 HWY 162 WILLOWS, CA 95988

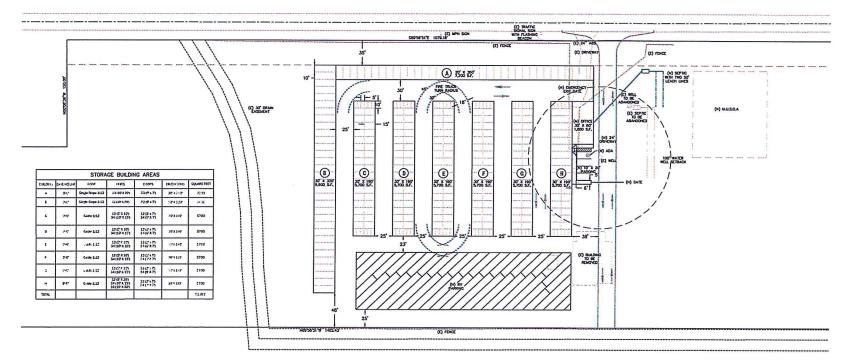




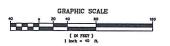
Glenn C	ounty	
Diamond T	Storage	9
Site P	lan	
DUANE K. MILLER CIVIL ENGINEER, INC.	8/9/19	SHEET 1
617: MERITER WAY, UNIT 1 ANDERSON, CA 9907 639-265-1619 DEMENOR COM	1'- 60'	of 2

## DIAMOND T INVESTMENTS STORAGE FACILITY





6239 HWY 162 WILLOWS, CA 95988



PLANS PREPARED UNDER THE SUPERVISION OF	_
O THE PROPERTY OF	_
29690 E	_
OR FORDING	c
Y SUNGER	
, O.	

Diamond 7	Storage	Э
Site I	Plan	
DUANE K. MILLER CIVIL ENGINEER, INC.	8/9/19	SHEET 2
6172 MEISTER WAY, UNIT 1 ANDERSON, CA HOST 130-32-619 DEMENGR COM	1°- 40'	of 2

Glenn County