GLENN COUNTY Planning & Community Development Services Agency

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



REQUEST FOR REVIEW

STATE AGENCIES

COUNTY DEPARTMENTS/DISTRICTS

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Glenn County Agricultural Commissioner Central Valley Flood Protection Board Glenn County Air Pollution Control District/CUPA Central Valley Regional Water Quality Control Board (RWQCB) Glenn County Assessor \boxtimes State Water Resources Control Board - Division of Drinking Water \boxtimes Glenn County Building Inspector Department of Alcoholic Beverage Control (ABC) Glenn County Engineering & Surveying Division Department of Conservation, Division of Land Resource Protection \Box Glenn County Environmental Health Department Department of Conservation, Office of Mine Reclamation (OMR) \Box Glenn County Sheriff's Department Department of Conservation, Division of Oil, Gas, and Geothermal Resources Glenn County Board of Supervisors Department of Fish and Wildlife **Glenn County Counsel** Department of Food and Agriculture **Glenn County Planning Commission** Department of Forestry and Fire Protection (Cal Fire) Glenn LAFCO Department of Housing and Community Development (HCD) Department of Public Health Department of Toxic Substances Control (DTSC) FEDERAL AGENCIES Department of Transportation (Caltrans) Department of Water Resources (DWR) U.S. Army Corps of Engineers Office of the State Fire Marshall U.S. Fish and Wildlife Service CalRecycle U.S. Department of Agriculture U.S. Bureau of Reclamation - Willows OTHER Orland Unit Water Northeast Center of the California Historical Resources Information System California Water Service Co. (Chico) Grindstone Rancheria of Wintun-Wailaki Sacramento River National Wildlife Refuge Paskenta Band of Nomlaki Indians City of Willows Mechoopda Indian Tribe of Chico Rancheria Comcast Cable (Chico Office) Colusa Indian Community Council Cachi Dehe Band of Wintun Indians Community Services District: Pacific Gas and Electric Company (PG&E) Fire Protection District: Artois

Glenn County Resource Conservation District School District: Willows

| DATE: | March 30, 2021 |
|----------|---|
| PROJECT: | Conditional Use Permit 2021-003 Alcoholic Beverage Sales |
| PLANNER: | Greg Conant, Assistant Planner; gconant@countyofglenn.net |

- APPLICANT: Sierra Nevada Cheese 6530 County Road 39 Willows, CA 95988
- LANDOWNER: Gregersen Properties 6505 County Road 39 Willows, CA, 95988
- PROPOSAL: Conditional Use Permit 2021-003 Alcoholic Beverage Sales

Sierra Nevada Cheese has applied for a Conditional Use Permit to conduct Alcoholic Beverage Sales. No new structures are proposed, sales will be conducted through an existing structure currently being utilized as a store and office.

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

- LOCATION: The project site is 6530 County Road 39, approximately 2-miles south of Artois; located on the north side of County Road 39, east of County Road 99W, south of County Road 35 and west of County Road P, within the unincorporated area of Glenn County, California.
- ZONING: "AE-40" Exclusive Agriculture Zone (36-acre minimum parcel size)
- GENERAL PLAN: "Intensive Agriculture"
- APN: 020-160-004 (96.88± acres)
- FLOOD ZONES: Flood Zone "A" according to Flood Insurance Rate Map (FIRM) No. 06021C0604D, dated August 5, 2010 issued by the Federal Emergency Management Agency (FEMA). Flood Zone "A" is one of the Special Flood Hazard Areas (SFHAs) inundation by the 1% annual chance flood event. 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, April 16, 2021**, it is assumed that there are no specific comments to be included in the initial analysis of the project. Comments submitted by e-mail are welcomed. 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.)?

Date Submitted:

GLENN COUNTY PLANNING AND COMMUNITY DEVELOPMENT SERVICES AGENCY 255 Tehama Street Willows, CA 95988 (530) 934-6540 planning@countyofglenn.net

APPLICATION FOR CONDITIONAL USE PERMIT

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

- 1. Applicant(s): Name: Stema Nevada anecse Company Willows. Address: 6530 (nuntu Phone: (530)934-8060 E-Mail Dam Colemaneurala Cheese an 2. Property Owner(s): Name: Properties, UC Address: 6605 County fd. 39 Willows, 0A 95988 934 Stoled E-Mail benesienennadacheese an Phone: 3. Engineer/Person who Prepared Site Plan (if applicable): Name:_____ Address:_____ Phone: E-Mail
- 4. Name and address of property owner's duly authorized agent (if applicable) who is to be furnished with notice of hearing (§65091 California Government Code).

Name: _____

Mailing Address:

Glenn County Planning & Community Development Services Agency Conditional Use Permit

| 5. | Existing Use of Property: STUR, Office, Watcharse | | |
|-------------|---|--|--|
| 6. | Request or Proposal: ABC UCENSE - PICONOLIC BEVERAGE Sales | | |
| 7. | Address and Location of Project: 16530 County Pd. 39 Willows, CA 95988 | | |
| 8. | Current Assessor's Parcel Number(s): 020-160-004 | | |
| 9. | Existing Zoning (<u>http://gis.gcppwa.net/zoning/):</u> | | |
| 10. | Provide any additional information that may be helpful in evaluating your proposal. Example - number of employees, hours of operation, number of truck deliveries/loadings per day: | | |
| | | | |
| | | | |
| 11. * PC | Setback Dimensions (Distance from property line to proposed structure): With Application 15 for Alsting Structure, no new Structure to add North: ft. | | |
| | East:ft. West:ft. | | |
| | Other Setback/s:ft. | | |
| 12. | Provide the following information: | | |
| | Size of Assessor Parcel:sq.ftacres | | |
| | Mean height of structure:ft. Peak height of structure:ft. | | |
| | Dimensions of proposed including overhangs:ft. xft. | | |
| | Total Square Footage (Existing):sq.ft. | | |
| | Total Square Footage (Proposed):sq.ft. | | |

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: Ben Everyer |
| Date: 3/12/21 |
| Address: 6530 County Rd. 39 Willows, 0A 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: | |
| Print: Ben Evergerson | |
| Date: 3/12/21 | |
| Address: 10505 County Rd. 39 | 1)1110125, 0A 95988 |

Project _____

Date Submitted:

GLENN COUNTY PLANNING AND COMMUNITY DEVELOPMENT SERVICES AGENCY 225 Tehama Street Willows, CA 95988

(530) 934-6540

planning@countyofglenn.net

ENVIRONMENTAL INFORMATION FORM

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

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

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

I. GENERAL INFORMATION:

1. Applicant(s):

2.

| Name: Siena Nevada Cheese Co. |
|---|
| Address: 6530 Quenty Rel. 39 Willows, 0A 95988 |
| Phone 530)934-800 E-Mail Pamesiemanevada cheese (an |
| Property Owner(s): |

| Name: Gregersen Properties, UC |
|---|
| Address: 6506 County Rd. 39 Willows, CA 95988 |
| Phone: (530)9348120 E-Mail benesiemnerada cheese an |

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

| Name: NA | | |
|----------|--------|--|
| Address: | | |
| Phone: | E-Mail | |

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

Name: NIA Mailing Address: Existing Use of Property: Sture, Office, Darchause 5. Request or Proposal: ABC UCINSE- ALCONDUC BOVERAGE: Sales 6. Address and Location of Project: 19530 County Rel 39 Willows, 09 95988 7. Current Assessor's Parcel Number(s): 020-160-004 8. 9. Existing Zoning (http://gis.gcppwa.net/zoning/): 10. Indicate the type of permit(s) application(s) to which this form pertains: Application for Conditional Use Permit to submit ABC for license to sell Alcoholic Beverages. 11. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required: 5 per ABC Application, a "Clup" is required with MISSION

12. 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:

13. List 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? <u>Several Studies were completed in order to obtain any nal parties to completed building.</u>

II. 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. NIR

| and (resi apar Attac | cribe the surrounding properties, including information on plants, anir any cultural, historical or scenic aspects. Indicate the type of land us dential, commercial, agricultural, etc.), intensity of land use (one-fam tment houses, shops, department stores, dairy, row crops, orchards, ch photographs of the vicinity. Snapshots or Polaroid photos will be pted. |
|-------------------------------|---|
| North | |
| East: | |
| North | : |
| North | • |

III. SPECIFIC ITEMS OF IMPACT:

1. Drainage: N/A

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

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

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

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

(e) Do you plan to grade, disturb, or in any way change swales, drainages, ditches, gullies, ponds, low lying areas, seeps, springs, streams, creeks, river banks, or other area on the site that carries or holds water for any amount of time during the year?

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

2. Water Supply: NA

- (a) Indicate and describe source of water supply (domestic well, irrigation district, private water company):
- (b) Will the project require the installation or replacement of new water service mains?

3. Liquid Waste Disposal: N

| (b) | If private on-site septic system, describe the proposed system (leach fie or seepage pit) and include a statement and tests explaining percolation rates, soil types, and suitability for any onsite sewage disposal systems |
|-----|--|
| (c) | Will any special or unique sewage wastes be generated by this project other than normally associated with resident or employee restrooms? Industrial, chemical, manufacturing, animal wastes? (Please describe) |
| (d) | Should waste be generated by the proposed project other than that normally associated with a single family residence, Waste Discharge Requirements may be required by the Regional Water Quality Control Board. |
| Sol | id Waste Collection: N/A |

5. <u>Source of Energy:</u> N/A

| | What is the source of energy (electricity, natural gas, propane)?: |
|-----|--|
| (b) | If electricity, do any overhead electrical facilities require relocation? Is please describe: |
| (c) | If natural gas, do existing gas lines have to be increased in size? If yes please describe: |
| (d) | Do existing gas lines require relocation? If yes, please describe: |
| (a) | e Protection: $\mathcal{W} \mathcal{P}$ Indicate number and size of existing and/or proposed fire hydrants and distance from proposed buildings: |
| | |

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

- 1. Number and sizes of existing and proposed structures: Petal Space to Occupy 540 S.F. OF existing building
- 2. Square footage (structures)______S.F.; <u>640</u>___S.F. (New) (Existing)
- 3. Percentage of lot coverage: 2% of existing building (540 S.F. of 97 acres)
- 4. Amount of off-street parking provided: 37 existing parking spots
- 5. Will the project be constructed in phases? If so, please describe each phase briefly:
- If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected:
- If commercial, indicate type, estimated employment per shift, days and hours of operation, estimated number of daily customers/visitors on site at peak time, and loading facilities: <u>Vetail STAC, I-2 employees (shift (I shift), Mon-Friday</u>) <u>Saun-5pm</u>, 10-20 customers daily
- If industrial, indicate type, estimated employment per shift, and loading facilities:

9. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project:

10. List types and quantities of any hazardous or toxic materials, chemicals, pesticides, flammable liquids, or other similar product used as a part of the operation and storage container sizes: Submit Material Safety Data Sheets (MSDS) for any proposed hazardous materials. If hazardous materials are proposed, it is recommended that the applicant contact the Air Pollution Control District/CUPA for permitting requirements. 11. Describe any earthwork (grading) to be done and dust control methods to be used during construction: 12. Describe any potential noise or vibration sources associated with the project (i.e. compressor, machine noise, heavy equipment). NA 13. Describe source, type, and amount of air pollutant emissions (smoke, odors, steam, gases, water vapor, dust, chemicals) from the project. Describe what methods would be used to reduce emissions:

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.

23 /2021 Signature: _ Date: FOR: SLERRA NEUADA CHEESE

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

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

PRELIMINARY REPORT

<u>To:</u> COLUSA-GLENN FARM CREDIT 201-B N TEHAMA ST WILLOWS CA, 95988-2829 ATTN: NATALIE MASSA

Title Officer:

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

ESCROW NO: 137671

Property Address:

MULTIPLE APNS ARTOIS, CA, 95913 Title No: 137670

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

Issued by: FIRST AMERICAN TITLE INSURANCE COMPANY

Dated as of: JANUARY 16, 2018 AT 8:00 a.m.

The Estate or Interest in the land hereinafter described or referred to covered by this report is:

A FEE AS TO PARCEL ONE, TWO, THREE AND FOUR; AN EASEMENT AS TO PARCEL THREE A

Title to said estate of interest at the date hereof is vested in:

GREGERSEN PROPERTIES, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

- 1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2018-2019 THAT ARE A LIEN NOT YET DUE.
- 2. PROPERTY TAXES INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2017-2018.

| FIRST INSTALLMENT: | \$1314.72 | PAID |
|---------------------|---------------|-----------------|
| SECOND INSTALLMENT: | \$1314.72 | NOT MARKED PAID |
| TAX RATE AREA: | 084049 | |
| ASSESSMENT NO.: | 020-160-004-0 | 00 |
| | | |
| FIRST INSTALLMENT: | \$170.22 | PAID |
| SECOND INSTALLMENT: | \$170.22 | NOT MARKED PAID |
| TAX RATE AREA: | 084049 | |
| ASSESSMENT NO.: | 020-160-006-0 | 00 |
| | | |
| FIRST INSTALLMENT: | \$8346.07 | PAID |
| SECOND INSTALLMENT: | \$8346.07 | NOT MARKED PAID |

084051

020-330-004-000

TAX RATE AREA:

ASSESSMENT NO.:

- 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. THE LAND HEREIN DESCRIBED LIES WITHIN THE BOUNDARIES OF THE ORLAND-ARTOIS WATER DISTRICT AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF.

PRESENTLY THE DISTRICT HAS AN INDEBTEDNESS IN FAVOR OF THE UNITED STATES GOVERNMENT (CONTRACT NO. 14-06-200-8382A) OF \$816.92 PER ACRE AS OF DECEMBER 1, 1988 WHICH WILL BE PAID AT THE RATE OF \$20.43 PER ACRE FOR 40 YEARS PAYABLE IN 80 SUCCESSIVE EQUAL SEMI-ANNUAL INSTALLMENTS BEGINNING FEBRUARY 1, 1993.

- 5. CONDITIONS AND RESERVATIONS IN DEED FROM CENTRAL PACIFIC RAILROAD COMPANY, A CORPORATION, TO M. D. RIDEOUT, DATED JULY 16, 1883 AND RECORDED JULY 18, 1883 IN BOOK Z OF DEEDS, AT PAGE 470, COLUSA COUNTY RECORDS. WHEREIN FIRST PARTY RESERVES A STRIP OF LAND 100 FEET WIDE LYING EQUALLY ON EACH SIDE OF THE TRACT OF THE RAILROAD OF SAID COMPANY OR ANY BRANCH RAILROAD NOW OR HEREAFTER CONSTRUCTED ON SAID LANDS, AND THE RIGHT TO USE ALL WATER NEEDED FOR THE OPERATION AND REPAIR OF SAID RAILROAD, ETC.
- 6. EASEMENT FOR ELECTRIC LIGHT AND POWER TRANSMISSION POLE LINE AND APPURTENANCES THERETO GRANTED TO THE SACRAMENTO VALLEY POWER COMPANY, A CORPORATION RECORDED JULY 8, 1920, BOOK 70, IN DEED, PAGE 389, AND TERMS AND CONDITIONS CONTAINED THEREIN.
- 7. EASEMENT FOR ROAD PURPOSES AND APPURTENANCES THERETO GRANTED TO COUNTY OF GLENN RECORDED OCTOBER 9, 1964, BOOK 470, OFFICIAL RECORDS, PAGE 599, AND TERMS AND CONDITIONS CONTAINED THEREIN.
- 8. EASEMENT FOR PUBLIC HIGHWAY AND APPURTENANCES THERETO GRANTED TO COUNTY OF GLENN RECORDED NOVEMBER 27, 1964, BOOK 472, OFFICIAL RECORDS, PAGE 364, AND TERMS AND CONDITIONS CONTAINED THEREIN.

SAID EASEMENT CONTAINED A REVERSIONARY CLAUSE AS FOLLOWS: "SAID RIGHT OF WAY HEREIN CONTAINED SHALL REVERT TO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS IF AND WHEN THE SAME CEASES TO BE USED BY THE SAID COUNTY OF GLENN OR BY THE GENERAL PUBLIC FOR HIGHWAY PURPOSES."

- 9. RESERVATIONS OF EASEMENTS, TERMS AND PROVISIONS AS CONTAINED IN RESOLUTION ABANDONING THE PORTION OF COUNTY ROAD (COUNTY ROAD 39 AND WILLOWS-GERMANTOWN ROAD PORTIONS) EXECUTED BY COUNTY OF GLENN, DATED SEPTEMBER 6, 1966 RECORDED SEPTEMBER 8, 1966, BOOK 492, OFFICIAL RECORDS, PAGE 271.
- 10. EFFECT OF AND RESERVATION CONTAINED IN RESOLUTION ABANDONING ROAD EXECUTED BY COUNTY OF GLENN, DATED SEPTEMBER 6, 1966 RECORDED SEPTEMBER 8, 1966 IN BOOK 492 OF OFFICIAL RECORDS, AT PAGE 271.
- 11. EASEMENT FOR ROAD AND APPURTENANCES THERETO GRANTED TO RALPH H. CROSS, JR. ET AL RECORDED SEPTEMBER 13, 1966, BOOK 492, OFFICIAL RECORDS, PAGE 402, AND TERMS AND CONDITIONS CONTAINED THEREIN.'
- 12. EASEMENT FOR WATER PIPELINES AND APPURTENANCES THERETO GRANTED TO THE UNITED STATES OF AMERICA RECORDED MAY 8, 1981, BOOK 685, OFFICIAL RECORDS, PAGE 25, AND TERMS AND CONDITIONS CONTAINED THEREIN.
- 13. RESERVATION AS CONTAINED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, TO GLENN MILK PRODUCERS ASSOCIATION, A CALIFORNIA CORPORATION DATED NOVEMBER 10, 1982 AND RECORDED NOVEMBER 30, 1982 IN BOOK 715 OF OFFICIAL RECORDS, AT PAGE 246.
- 14. EASEMENT FOR PIPE LINES AND APPURTENANCES THERETO GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED JANUARY 23, 1984, BOOK 739, OFFICIAL RECORDS, PAGE 156, AND TERMS AND CONDITIONS CONTAINED THEREIN.
- 15. EASEMENT FOR PIPE LINES AND APPURTENANCES THERETO GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED NOVEMBER 1, 1984, BOOK 758, OFFICIAL RECORDS, PAGE 78, AND TERMS AND CONDITIONS CONTAINED THEREIN.
- 16. EASEMENT FOR PIPELINES AND APPURTENANCES THERETO GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED MAY 22, 1986, BOOK 794, OFFICIAL RECORDS, PAGE 16, GLENN COUNTY RECORDER'S FILE NO. 2377. (AFFECTS PORTION OF PARCEL ONE)
- 17. TERMS AND CONDITIONS OF THE EASEMENT RECORDED SEPTEMBER 15, 1997, GLENN COUNTY RECORDER'S FILE NO. 97-4477. GRANTED TO: MID-AMERICAN DAIRYMAN, INC., AFFECTS: PARCEL THREE A.
- 18. AGRICULTURAL STATEMENT OF ACKNOWLEDGEMENT DATED MARCH 9, 2000, RECORDED MAY 2, 2000, GLENN COUNTY RECORDER'S FILE NO. 2000-2367.
- AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 30, 2006 AS INSTRUMENT NO. 2006-0601 OF OFFICIAL RECORDS.
 GRANTED TO: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION
- 20. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF \$881,500.00, AND ANY OTHER AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED JUNE 9, 2008 AS INSTRUMENT NO. 2008-2938 OF OFFICIAL RECORDS. DATED: JUNE 4, 2008
 TRUSTOR: GREGERSEN PROPERTIES, LLC A CALIFORNIA LIMITED LIABILITY COMPANY TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY
 BENEFICIARY: UMPQUA BANK

A DOCUMENT RECORDED MAY 27, 2011 AS INSTRUMENT NO. 2011-2323 OF OFFICIAL RECORDS PROVIDES THAT THE DEED OF TRUST OR THE OBLIGATION SECURED THEREBY HAS BEEN MODIFIED.

- 21. ANY RIGHT, TITLE OR INTEREST OF SIERRA NEVADA CHEESE COMPANY, INC., AS DISCLOSED BY THE FOLLOWING:
 - A. A FINANCING STATEMENT RECORDED JUNE 3, 2013 AS 2013-2389 OF OFFICIAL RECORDS. DEBTOR: SIERRA NEVADA CHEESE COMPANY, INC. SECURED PARTY: UMPQUA BANK

AN AMENDMENT TO THE FINANCING STATEMENT WAS RECORDED AUGUST 23, 2013 AS 2013-3721 OF OFFICIAL RECORDS.

- B. A FINANCING STATEMENT RECORDED JUNE 6, 2014 AS 2014-2007 OF OFFICIAL RECORDS. DEBTOR: SIERRA NEVADA CHEESE COMPANY, INC SECURED PARTY: FINANCIAL PACIFIC LEASING
- C. A FINANCING STATEMENT RECORDED DECEMBER 13, 2016 AS 2016-5357 OF OFFICIAL RECORDS. DEBTOR: SIERRA NEVADA CHEESE COMPANY, INC. SECURED PARTY: FINANCIAL PACIFIC LEASING, INC
- D. A FINANCING STATEMENT RECORDED DECEMBER 13, 2016 AS 2016-5358 OF OFFICIAL RECORDS. DEBTOR: SIERRA NEVADA CHEESE COMPANY, INC. SECURED PARTY: FINANCIAL PACIFIC LEASING, INC.
- E. A FINANCING STATEMENT RECORDED DECEMBER 13, 2016 AS 2016-5359 OF OFFICIAL RECORDS. DEBTOR: SIERRA NEVADA CHEESE COMPANY, INC. SECURED PARTY: FINANCIAL PACIFIC LEASING, INC.
- 22. ANY RIGHT, TITLE OR INTEREST IN OR TO THE SOLAR ELECTRIC GENERATION SYSTEM THAT IS LOCATED ON THE LAND, ALONG WITH ANY OBLIGATIONS RELATED THERETO.
- 23. ANY CLAIM THAT THE TITLE IS SUBJECT TO A TRUST OR LIEN CREATED UNDER THE PERISHABLEAGRICULTURAL 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.
- 24. RIGHTS AND CLAIMS OF PARTIES IN POSSESSION.
- 25. WE ARE INFORMED THAT A WORK OF IMPROVEMENT IS CONTEMPLATED ON THE LAND REFERRED TO IN THIS REPORT/COMMITMENT.

SHOULD COMMENCEMENT OF WORK OCCUR PRIOR TO THE CLOSE OF ESCROW AND RECORDATION OF DOCUMENTS, THE COMPANY WILL REQUIRE VARIOUS DOCUMENTS AND INFORMATION, INCLUDING BUT NOT LIMITED TO A COMPLETED MECHANICS' LIEN RISK ANALYSIS, CONSTRUCTION CONTRACT(S), LIEN WAIVERS, LOAN AGREEMENT, DISBURSEMENT INFORMATION, EXECUTED INDEMNITY AGREEMENT AND CURRENT FINANCIAL INFORMATION FROM PROPOSED INDEMNITORS, IN ORDER TO DETERMINE WHETHER MECHANICS' LIEN INSURANCE CAN BE ISSUED. OTHER REQUIREMENTS MAY BE MADE FOLLOWING THE REVIEW OF SUCH DOCUMENTS AND INFORMATION.

26. WITH RESPECT TO GREGERSEN PROPERTIES, LLC, A LIMITED LIABILITY COMPANY:

A. A COPY OF ITS OPERATING AGREEMENT AND ANY AMENDMENTS THERETO;

B. IF IT IS A CALIFORNIA LIMITED LIABILITY COMPANY, THAT A CERTIFIED COPY OF ITS ARTICLES OF ORGANIZATION (LLC-1) AND ANY CERTIFICATE OF CORRECTION (LLC-11), CERTIFICATE OF AMENDMENT (LLC-2), OR RESTATEMENT OF ARTICLES OF ORGANIZATION (LLC-10) BE RECORDED IN THE PUBLIC RECORDS;

C. IF IT IS A FOREIGN LIMITED LIABILITY COMPANY, THAT A CERTIFIED COPY OF ITS APPLICATION FOR REGISTRATION (LLC-5) BE RECORDED IN THE PUBLIC RECORDS;

D. WITH RESPECT TO ANY DEED, DEED OF TRUST, LEASE, SUBORDINATION AGREEMENT OR OTHER DOCUMENT OR INSTRUMENT EXECUTED BY SUCH LIMITED LIABILITY COMPANY AND PRESENTED FOR RECORDATION BY THE COMPANY OR UPON WHICH THE COMPANY IS ASKED TO RELY, THAT SUCH DOCUMENT OR INSTRUMENT BE EXECUTED IN ACCORDANCE WITH ONE OF THE FOLLOWING, AS

APPROPRIATE:

(I) IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES THROUGH OFFICERS APPOINTED OR ELECTED PURSUANT TO THE TERMS OF A WRITTEN OPERATING AGREEMENT, SUCH DOCUMENT MUST BE EXECUTED BY AT LEAST TWO DULY ELECTED OR APPOINTED OFFICERS, AS FOLLOWS: THE CHAIRMAN OF THE BOARD, THE PRESIDENT OR ANY VICE PRESIDENT, AND ANY SECRETARY, ASSISTANT SECRETARY, THE CHIEF FINANCIAL OFFICER OR ANY ASSISTANT TREASURER;

(II) IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES THROUGH A MANAGER OR MANAGERS IDENTIFIED IN THE ARTICLES OF ORGANIZATION AND/OR DULY ELECTED PURSUANT TO THE TERMS OF A WRITTEN OPERATING AGREEMENT, SUCH DOCUMENT MUST BE EXECUTED BY AT LEAST TWO SUCH MANAGERS OR BY ONE MANAGER IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES WITH THE EXISTENCE OF ONLY ONE MANAGER.

E. OTHER REQUIREMENTS WHICH THE COMPANY MAY IMPOSE FOLLOWING ITS REVIEW OF THE MATERIAL REQUIRED HEREIN AND OTHER INFORMATION WHICH THE COMPANY MAY REQUIRE.

NOTICE

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

NOTES:

- A. THE INSURANCE CONTEMPLATED BY THIS TRANSACTION SHALL BE ISSUED IN FAVOR OF COLUSA-GLENN FARM CREDIT ITS SUCCESSORS AND/OR ITS ASSIGNS IN THE AMOUNT OF (TBD) PURSUANT TO A DEED OF TRUST FROM GREGERSEN PROPERTIES, LLC
- **B.** 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

- C. 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.
- D. THERE IS LOCATED ON SAID LAND A COMMERCIAL BULDING KNOWN AS 6505 COUNTY ROAD 39, IN ARTOIS, COUNTY OF GLENN, STATE OF CALIFORNIA.
- 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 unincorporated area of the County of GLENN State of California, more particularly described as follows:

PARCEL ONE:

A portion of Sections 15 and 22, Township 20 North, Range 3 West, Mount Diablo Meridian, being more particularly described as follows: a portion of the Southwest quarter of Section 15, Township 20 North, Range 3 West, M.D.B.& M., more particularly described as follows:

Beginning at a point on the Easterly line of the Southern Pacific Railroad right of way, said point being marked by a three quarter inch iron pipe tagged R.C.E. 13781, and lies distant East, 92.62 feet more or less from a one and one quarter inch Iron rod marking the Southwest corner of said Section 15, Township 20 North, Range 3 West; thence North 00° 04' 31" West, on and along said Easterly line of the Southern Pacific Railroad right of way, 436.11 feet to a three quarter inch Iron pipe tagged R.C.E. 13781 and the Southerly right of way line of County Road No. 39; !hence North 83° 47' 29" East, on and along the said Southerly right of way line of County Road No, 39, 461.97 feet to a point; thence leaving said Southerly right of way line of County Road No. 39, South 66° 14' 00" East, 242.46 feet; thence South 40° 01' 00" East, 507,09 feet; thence West, 387.80 feet to a three quarter inch iron pipe lagged R.C.E 13781; thence continuing West, 618.86 feet more or less to the point of beginning.

TOGETHER WITH a portion of the Southwest one quarter of Section 15, Township 20 North, Range 3 West, M.D.B.& M., more particularly described as follows:

COMMENCING at a one and one-fourth inch iron pin marking the Southwest corner of said Section 15, Township 20 North, Range 3 West; thence East, 92.62 feet; thence North 00° 04' 31" West, 516.57 feet more or less to a point at the intersection of the Easterly line of the Southern Pacific Railroad right of way and the Northerly right of way line of County Road No. 39, said point being marked by a three quarter inch iron pipe tagged R,C.E. 13781 and the true point of beginning for the parcel herein described; thence North 00° 04' 31" West, on and along said Easterly line of the Southern Pacific Railroad right of way, 243.59 feet to a three quarter Inch iron pipe tagged R.C.E. 13781; thence leaving said Railroad right of way, East 61.38 feet to a three quarter inch Iron pipe tagged R.C.E. 13781; thence South 546-10' 00" East, 351.74 feet to a three quarter inch iron pipe tagged R.E. 13781 and the said Northerly right of way line of County Road No. 39; thence North 83° 47' 29" West, on and along said County Road right of way line 348.26 feet, more or less to the point of beginning.

TOGETHER WITH A portion of Section 22, Township 20 North, Range 3 West, Mount Diablo Meridian, more particularly described as follows:

Commencing at the Northwest corner of said Section 22, thence North 89 48' 10" East, along the North line of said section, a distance of 112.41 feet to the true point of beginning for the parcel herein described; thence North 89 48' 10" East, along the North line of said section, a distance of 1232.04 feet; thence South 12 58' 33" West, a distance of 89,66 feet; thence South 89 32' 31° West, a distance of 230.93 feet; thence North 81 15' 56" West, a distance of 450.16 feet; thence North 88 13' 23" West, a distance of 536.30 feet, more or less, to the point of beginning. The basis of bearing for this description is the North line of Section 22, Township 20 North, Range 3 West, Mount Diablo Meridian, shown as being "North 89 48' 10" East" on that certain map on file in Book 11 of Parcel Maps, at page 94.

Excepting ail oil, gas, other hydrocarbon substances, minerals and naturally created hot and steam in and under said real property and lying below a plane which is 500 feet below the surface of the ground as reserved In deed dated November 10, 1982, recorded November 30, 1982, Book 715 of Official Records, page 246. (Affects portion)

Notice of Voluntary Merger recorded October 20, 2000, Glenn County Recorder's Fife No. 2000-5459.

APN: 020-330-004-000

PARCEL TWO:

Being a parcel of land in the Southwest quarter of Section 15, Township 20 North, Range 3 West, M.D.B.& M., more particularly described as follows:

COMMENCING at the Southwest corner of Section 15, Township 20 North, Range 3 West, M.D.M., thence East an and along the South line of said Section 15, 153.00 feet to the place of beginning of this description; thence from said point of beginning on and along the following courses and distances:

North 760.16 feet; thence South 54° 10' E., 432.00 feet; thence South $66^{\circ}.14'$ E., 295.00 feet; thence South 40° 01' E, 507.09 feet to a point on the South line of aforesaid Section 15; thence West on and along the said South line of Section 15, 947.27 feet to the point of beginning and being subject to all rights of way and easements of record.

EXCEPTING THEREFROM a portion of the Southwest quarter of Section 15, Township 20 North, Range 3 West, M.D.B.& M., • more particularly described as follows:

BEGINNING at a point On the Easterly line of the Southern Pacific Railroad right of way, said point being marked by a three quarter inch iron pipe tagged R.C.E. 13781, and lies distant East, 92.62 feet more or less from a one and one quarter inch iron rod marking the Southwest corner of said Section 15, Township 20 north, Range 3 West; thence North 00° 04' 31" West, on and along said Easterly line of the Southern Pacific Railroad right of way, 436.11 feet to a three quarter inch iron pipe tagged R.C.E. 13781 and the Southerly right of way line of County Road No. 39; thence North 83° 47' 29" East, on and along the said Southerly right of way line of County Road No. 39, 461.97 feet to a point; thence leaving said Southerly right of way line of County Road No. 39, South 66° 14' 00" East, 242.46 feet; thence South 40° 01' 00" East, 507.09 feet; thence West, 387.80 feet to a three quarter inch Iron pipe tagged R.C.E 13781; thence continuing West, 618.85 feet more or less to the point of beginning.

ALSO EXCEPTING THEREFROM a portion of the Southwest one quarter of Section 15, Township 20 North, Range 3 West, M.D.B.& M., more particularly described as follows:

COMMENCING at a one and one-fourth inch Iron pin marking the Southwest corner of said Section 15, Township 20 North, Range 3 West; thence East, 92.62 feet;

thence North 00° 04' 31" West, 516.57 feet more or less to a point at the intersection of the Easterly line of the Southern Pacific Railroad right of way and the Northerly right of way line of County Road No. 39, said point being marked by a three quarter inch Iron pipe tagged R.C.E. 13781 and the true point of beginning for the parcel herein described; thence North 00° 04' 31" West, on and along said Easterly line of the Southern Pacific Railroad right of way, 243.60 feet to a three quarter inch iron pipe tagged R.C.E. 13781; thence leaving said Railroad right of way, East 61.38 feet to a three quarter Inch iron pipe tagged R.C.E. 13781; thence leaving said Railroad right of way, East 61.38 feet to a three quarter Inch iron pipe tagged R.C.E. 13781; thence South 54° 10' 00" East, 351.74 feet to a three quarter inch iron pipe tagged R.C.E. 13781 and the said Northerly right of way line of County Road No. 39; thence North 83° 47' 29" West, on and along said County Road right of way line 348.26 feet, more or less to the point of beginning.

PARCEL THREE:

Parcel One as shown on that certain Parcel Map filed for record in the office of the County Recorder, County of Glenn, State of California on September 8, 1997 In Book 11 of Parcel Maps, at page 94.

APN 020-160-004-000

PARCEL THREE A:

That certain easement granted to Mid-America Dairyman, Inc., recorded September 15, 1997, Glenn County Recorder's File No. 97-4477

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:

- improvements on the Land; (a) building; (d)
- (b) zoning; land division; and (e) (c) land use;
 - environmental protection. (f)
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- 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: 4

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- that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; (a)
- 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; (b) that result in no loss to You; or (c)
- 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. (d)
- Failure to pay value for Your Title.
- Lack of a right
 - to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and (a)
 - (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.

- 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
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking (b)
- Title Risks: 3.

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- that are created, allowed, or agreed to by you (a)
- that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records (b)
- that result in no loss to you (c)
- 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 (d) Risks
- Failure to pay value for your title.
- Lack of a right 5
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A OR (a)
 - in streets, alleys, or waterways that touch your land (b)

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.

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

- 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.
- 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

- (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.
- 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.
- 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

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(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;
- not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not (b) disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- resulting in no loss or damage to the Insured Claimant; (c)

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- attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered (d) Risk 9 or 10): or
- in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title. (e)
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting 4 the Title as shown in Schedule A, is
 - a fraudulent conveyance or fraudulent transfer, or (a)
 - a preferential transfer for any reason not stated in Covered Risk 9 of this policy. (b)
- 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:

- (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:

- Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, (a) prohibiting, or relating to
 - the occupancy, use, or enjoyment of the Land; (i)
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land: or
 - environmental protection; (iv)

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.

- Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, (b) 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
 - created, suffered, assumed, or agreed to by the Insured Claimant; (a)
 - not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not (b) 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
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage. (e)
- 4 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made 6. 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.
- 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.
- 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

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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;
 - Le Comption als streams transitions with un an
 - 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 as filiated 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.

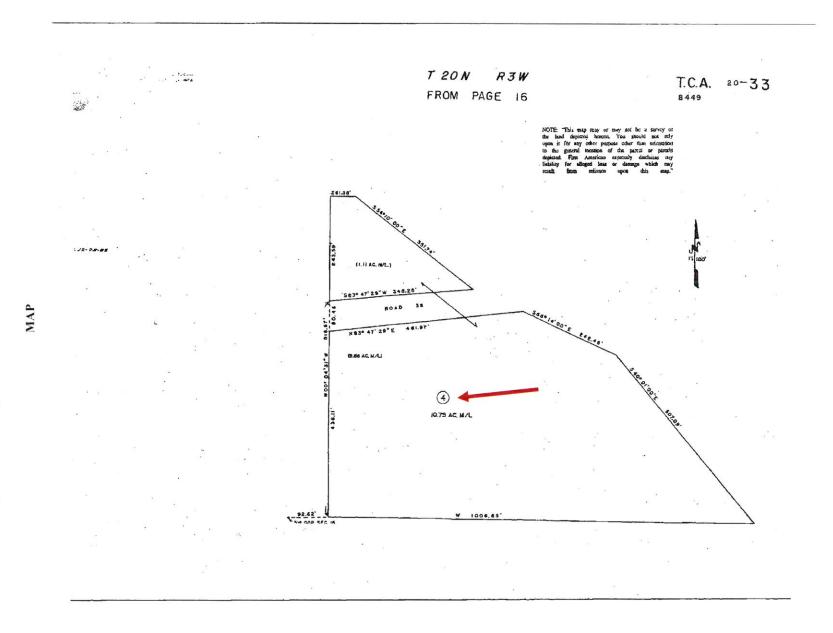
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

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.

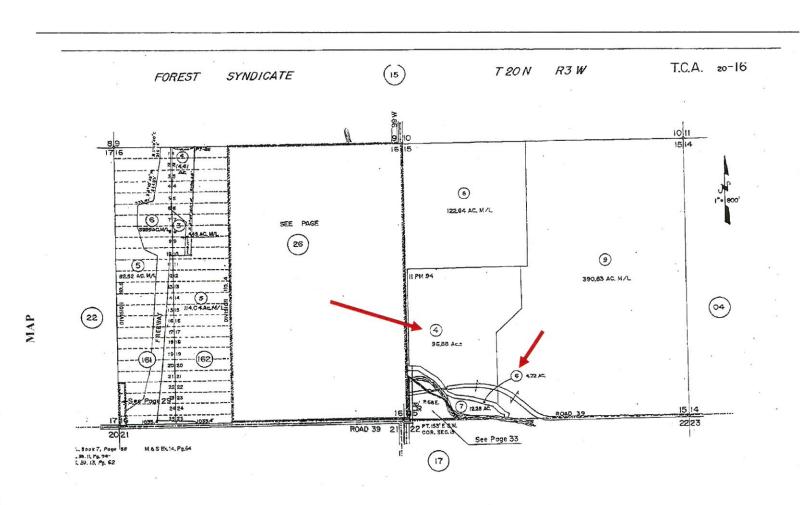
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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.



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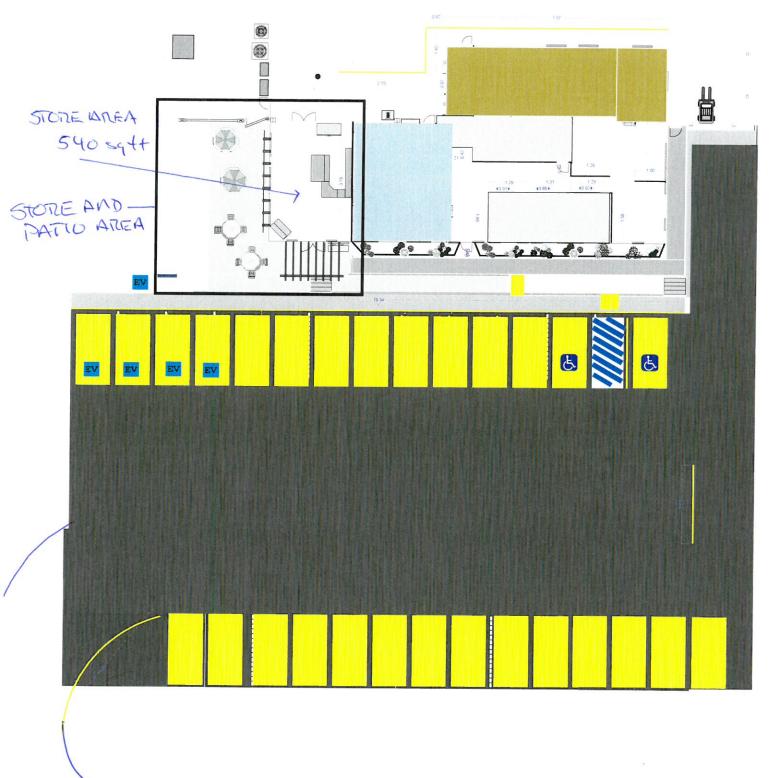
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Applicant: Siema Nevada Cheese CO. 16530 County Rd 39 Willows, OA 95988 Ph: (630) 934-81000 Property Owner: Chegarsen Properties 6505 (cuntyped 39 Willows, OF 95988 Ph: (530)934-8000

Parcel Number: 020-160-004



COUNTY RD 39

