

# GLENN COUNTY

## Planning & Public Works Agency

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



Ricardo Mata  
P.O Box 325  
Willows, CA 95988

September 29, 2017

RE: Voluntary Merger 2017-001  
APN: 005-122-002 and 005-082-007  
Approval Notice

Dear Landowner:

On September 28, 2017, the Deputy Director of the Glenn County Planning & Public Works Agency approved Voluntary Merger 2017-001.

Descriptions (Exhibit "A") were submitted with the application and on September 28, 2017, the Glenn County Public Works Division checked and approved the descriptions for recording.

In order for the document to be recorded, your signatures are required on the included Voluntary Merger cover sheet. Please sign and return the cover sheet. Once the signed cover sheet and approved set of descriptions are received, the Notice of Voluntary Merger will be recorded. A letter will be sent to you subsequent to the recordation of the Notice of Voluntary Merger.

Sincerely,

Hether Ward  
Assistant Planner  
[hward@countyofglenn.net](mailto:hward@countyofglenn.net)

Enclosure

# GLENN COUNTY

## Planning & Public Works Agency

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Willows, CA 95988  
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PROJECT: Voluntary Merger 2017-001

I. Project Approval:

I have reviewed Voluntary Merger 2017-001 as applied for by Ricardo Mata on Assessor's Parcel Numbers: 005-122-002 and 005-082-007 and find that the proposal meets the requirements of the Glenn County Code.

Signature: \_\_\_\_\_

Date: September 28, 2017

Di Aulabaugh, Deputy Director  
Planning and Public Works Agency

**GLENN COUNTY**  
**Planning & Public Works Agency**

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September 18, 2017

TO: Public Works Department  
Michael Biggs, Engineering Technician III

FROM: Planning Department  
Hether Ward, Assistant Planner

RE: Voluntary Merger 2017-001  
APN: 005-122-002 and 005-082-007

Please review and provide your comments for the attached Voluntary Merger application. Please respond by Monday, October 2, 2017.

These properties are both designated as “Service Commercial” in the General Plan and are zoned “SC”.

Thank you for your time and consideration to this matter.

Attachments:

1. Application
2. Proposed Legal Description
3. Grant Deeds
4. Title Report
5. Assessor Parcel Map

VM 2017-001

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

**APPLICATION FOR VOLUNTARY MERGER**

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

1. Applicant(s):

Name: Ricardo Mata

Mailing Address: P.O. Box 325, Willows, CA 95988

Phone: (Business) (530) 330-9724 (Home) \_\_\_\_\_

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

2. Property Owner(s):

Name: Same as Applicant.

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

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

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

3. Engineer/Surveyor:

Name: Charles E. Harris, Jr., Land Surveyor

Mailing Address: 908 Sixth Street, Orland, CA 95963

Phone: (Business) (530) 865-5567 (Home) \_\_\_\_\_

Fax: (530) 865-5568 E-mail: harrissurveying@sbcglobal.net

4. Name and address of property owner's duly authorized agent (if applicable) who is to be furnished with notice of hearing (Section 65091 California Government Code).  
Name: Ricardo Mata  
Mailing Address: P.O. Box 325, Willows, CA 95988
5. Address and Location of Project: 919/925/943 Tehama Street, Willows
6. Current Assessor's Parcel Number(s): 005-122-002 and 005-082-007
7. Existing Zoning: PDC
8. Existing Use of Property: Commercial/Residential
9. Proposed Use of Property: Commercial/Residential
10. Size of Merged Lot: 1.59 Ac. and 0.43 Ac.
11. Why are the lots being merged? Permit requirement
12. Provide any additional information that may be helpful in evaluating this proposal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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: Ricardo Mata

Date: 9/12/17

Address: P.O. Box 325, 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: 

Print: Ricardo MATA

Date: 9/12/17

Address: P.O. Box 325, Willows, CA 95988

## EXHIBIT "A"

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

### Parcel One:

All of Parcel 1 as shown on that certain parcel map filed for record in the office of the county Recorder, County of Glenn, State of California, on February 2, 1977, in Book 5 of Parcel Maps, page 76.

TOGETHER WITH, an easement for concrete footings and concrete fence along a portion of the Easterly boundary line of Parcel 2 as shown on that certain parcel map filed for record in the office of the County Recorder of the County of Glenn, State of California, on February 2, 1977 in Book 5 of Parcel Maps, page 76.

Said easement is adjacent to the Westerly line and for the benefit of the following described parcel:

All of Parcel 1 as shown on that certain parcel map filed for record in the office of the County Recorder, County of Glenn, State of California, on February 2, 1977 in Book 5 of Parcel Maps, page 76.

### Parcel Two:

The South 90 feet of Lot 62 of the Freeman and Belieu's Subdivision, according to the map thereof filed in the office of the County Recorder of the County of Glenn, State of California, on October 17, 1911 in Book 2 of Maps, at page 247.

TOGETHER WITH, an easement for concrete footings and concrete fence along a portion of the Easterly boundary line of Parcel 2 as shown on that certain parcel map filed for record in the office of the County Recorder of the County of Glenn, State of California, on February 2, 1977 in Book 5 of Parcel Maps, at page 76.

EXHIBIT "A"

(Continued)

Said easement is adjacent to the Westerly line and for the benefit of the following described parcels:

The South 90 feet of Lot 62 of the Freeman and Belieu's Subdivision, according to the map thereof filed in the office of the County Recorder of the County of Glenn, State of California, on October 17, 1911 in Book 2 of Maps, at page 247 and all of Parcel 1 as shown on that certain parcel map filed for record in the office of the County Recorder, County of Glenn, State of California, on February 2, 1977 in Book 5 of Parcel Maps, page 76.

End of description.



09/08/17

A handwritten signature in blue ink, appearing to read "Charles E. Harris, Jr.", written over a horizontal line.

Charles E. Harris, Jr.  
Licensed Land Surveyor No. 4990  
State of California

# PRELIMINARY REPORT

**To:**

HARRIS SURVEYING  
908 6<sup>TH</sup> ST  
ORLAND, CA 95963  
CHARLES HARRIS, JR.  
530-865-5567

**Title Officer:**

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

ESCROW NO: 135333

**Property Address:**

919/925/943 TEHAMA STREET  
WILLOWS, CA, 95988

**Title No:**

135332

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:

JULY 31, 2017 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:

RICARDO MATA, A SINGLE MAN

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

**THE FOLLOWING EXCEPTIONS AFFECT PARCEL I:**

1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2017-2018 THAT ARE A LIEN NOT YET DUE.
2. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A; OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO THE DATE OF THE POLICY.
3. THE LAND HEREIN DESCRIBED LIES WITHIN THE BOUNDARIES OF THE NORTH WILLOWS COUNTY SERVICE AREA AS DISCLOSED BY CERTIFICATE OF COMPLETION RECORDED DECEMBER 5, 1985 IN BOOK 783 OF OFFICIAL RECORDS, AT PAGE 492 AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF. ANY AND ALL ASSESSMENTS ARE COLLECTED WITH COUNTY TAXES
4. RIGHT OF WAY DEED EXECUTED BY DAVID PRICE SEARS, ETAL TO THE STATE OF CALIFORNIA, DATED FEBRUARY 25, 1937 AND RECORDED JUNE 1, 1937 IN BOOK 92 OF OFFICIAL RECORDS AT PAGE 362.
5. DRAINAGE EASEMENT 15' IN WIDTH AS SHOWN ON THE PARCEL MAP FILED FOR RECORD FEBRUARY 2, 1977 IN BOOK 5 OF PARCEL MAPS AT PAGE 76.
6. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW.  
AMOUNT: \$1,100,000.00  
DATED: MAY 18, 2016  
TRUSTOR: RICARDO MATA, A SINGLE MAN  
TRUSTEE: TIMIOS TITLE, A CALIFORNIA CORPORATION  
BENEFICIARY: DONALD E. ROMERI AND RUTH A. ROMERI, TRUSTEES OF THE ROMERI AND RUTH A. ROMERI REVOCABLE TRUST  
RECORDED: JUNE 1, 2016 AS INSTRUMENT NO. 2016-2302 OF OFFICIAL RECORDS.

**THE FOLLOWING EXCEPTIONS AFFECT PARCEL II:**

7. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2017-2018 THAT ARE A LIEN NOT YET DUE.
8. 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.
9. RIGHT OF WAY DEED, EXECUTED BY VENDELIN ZIDEK AND AGNES ZIDEK, HUSBAND AND WIFE, TO THE STATE OF CALIFORNIA, ON MARCH 3, 1930 AND RECORDED JUNE 9, 1937 IN BOOK 92 OF OFFICIAL RECORDS, AT PAGE 453.
10. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW.  
AMOUNT: \$ 150,000.00  
DATED: JULY 13, 2017  
TRUSTOR: RICARDO MATA, A SINGLE MAN  
TRUSTEE: TIMIOS TITLE, A CALIFORNIA CORPORATION  
BENEFICIARY: DONALD E. ROMERI AND RUTH A. ROMERI, TRUSTEES OF THE ROMERI AND RUTH A. ROMERI REVOCABLE TRUST  
RECORDED: JULY 31, 2017 AS INSTRUMENT NO. 2017-3120 OF OFFICIAL RECORDS.

## NOTICE

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

### NOTES:

- A. THE INSURANCE CONTEMPLATED BY THIS TRANSACTION SHALL BE ISSUED IN FAVOR OF GENERAL SUB - OTHER ITS SUCCESSORS AND/OR ITS ASSIGNS IN THE AMOUNT OF \$.00 PURSUANT TO A DEED OF TRUST FROM RICARDO MATA
- B. NONE OF THE ITEMS SHOWN IN THIS REPORT WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN ALTA POLICY, WHEN ISSUED.

- C. THERE IS LOCATED ON SAID LAND A SINGLE FAMILY RESIDENCE KNOWN AS 943 TEHAMA STREET, IN THE UNINCORPORATED AREA OF THE COUNTY OF GLENN, STATE OF CALIFORNIA.

THERE IS LOCATED ON SAID LAND A COMMERCIAL PROPERTY KNOWN AS 919/925 TEHAMA STREET, IN THE UNINCORPORATED AREA OF THE COUNTY OF GLENN, STATE OF CALIFORNIA

- D. THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAN THE CERTAIN DOLLAR AMOUNT SET FORTH IN ANY APPLICABLE ARBITRATION CLAUSE, ALL ARBITRABLE MATTERS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY OF THE PARTIES. IF YOU DESIRE TO REVIEW THE TERMS OF THE POLICY, INCLUDING ANY ARBITRATION CLAUSE THAT MAY BE INCLUDED, CONTACT THE OFFICE THAT ISSUED THIS COMMITMENT OR REPORT TO OBTAIN A SAMPLE OF THE POLICY JACKET FOR THE POLICY THAT IS TO BE ISSUED IN CONNECTION WITH YOUR TRANSACTION.

- E. CANCELLATION FEES

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

- F. GENERAL AND SPECIAL TAXES AND ASSESSMENTS FOR THE FISCAL YEAR 2016-2017.

FIRST INSTALLMENT:	\$2,559.35 PAID
SECOND INSTALLMENT:	\$2,602.09 PAID
TAX RATE AREA:	084104
ASSESSMENT NO.:	005-122-002-000

(AFFECTS PARCEL I)

FIRST INSTALLMENT:	\$614.23 PAID
SECOND INSTALLMENT:	\$614.23 PAID
TAX RATE AREA:	084018
ASSESSMENT NO.:	005-082-007-000

(AFFECTS PARCEL II)

- G. 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 I:

#### PARCEL ONE:

ALL OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF GLENN, STATE OF CALIFORNIA, ON FEB 2, 1977 IN BOOK 5 OF PARCEL MAPS, PAGE 76

#### PARCEL TWO:

AN EASEMENT FOR CONCRETE FOOTINGS AND CONCRETE FENCE ALONG A PORTION OF THE EASTERLY BOUNDARY LINE OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA, ON FEBRUARY 2, 1977 IN BOOK 5 OF PARCEL MAPS, PAGE 76

SAID EASEMENT IS ADJACENT TO THE WESTERLY LINE AND FOR THE BENEFIT OF THE FOLLOWING DESCRIBED PARCEL

ALL OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF GLENN, STATE OF CALIFORNIA, ON FEB 2, 1977 IN BOOK 5 OF PARCEL MAPS, PAGE 76

APN: 005-122-002-000

### PARCEL II:

#### PARCEL ONE:

THE SOUTH 90 FEET OF LOT 62 OF THE FREEMAN AND BELIEU'S SUBDIVISION, ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA, ON OCTOBER 17, 1911 IN BOOK 2 OF MAPS, AT PAGE 247.

#### PARCEL TWO:

AN EASEMENT FOR CONCRETE FOOTINGS AND CONCRETE FENCE ALONG A PORTION OF THE EASTERLY BOUNDARY LINE OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA, ON FEBRUARY 2, 1977 IN BOOK 5 OF PARCEL MAPS, AT PAGE 76.

SAID EASEMENT IS ADJACENT TO THE WESTERLY LINE AND FOR THE BENEFIT OF THE FOLLOWING DESCRIBED PARCELS:

#### PARCEL A:

THE SOUTH 90 FEET OF LOT 62 OF THE FREEMAN AND BELIEU'S SUBDIVISION, ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA, ON OCTOBER 17, 1911 IN BOOK 2 OF MAPS, AT PAGE 247.

#### PARCEL B:

ALL OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE  
OFFICE OF THE COUNTY RECORDER, COUNTY OF GLENN, STATE OF CALIFORNIA, ON FEB  
2, 1977 IN BOOK 5 OF PARCEL MAPS, PAGE 76.

APN: 005-082-007-000

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

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

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

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

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

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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

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

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

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

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

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

#### EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

**EXCLUSIONS FROM COVERAGE**

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

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

## PRIVACY INFORMATION

### We Are Committed to Safeguarding Customer Information

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

### Applicability

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

### Types of Information

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

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

### Use of Information

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

### Former Customers

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

### Confidentiality and Security

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

### Information Obtained Through Our Web Site

### Business Relationships

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

### Cookies

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

### Fair Information Values

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

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

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

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

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

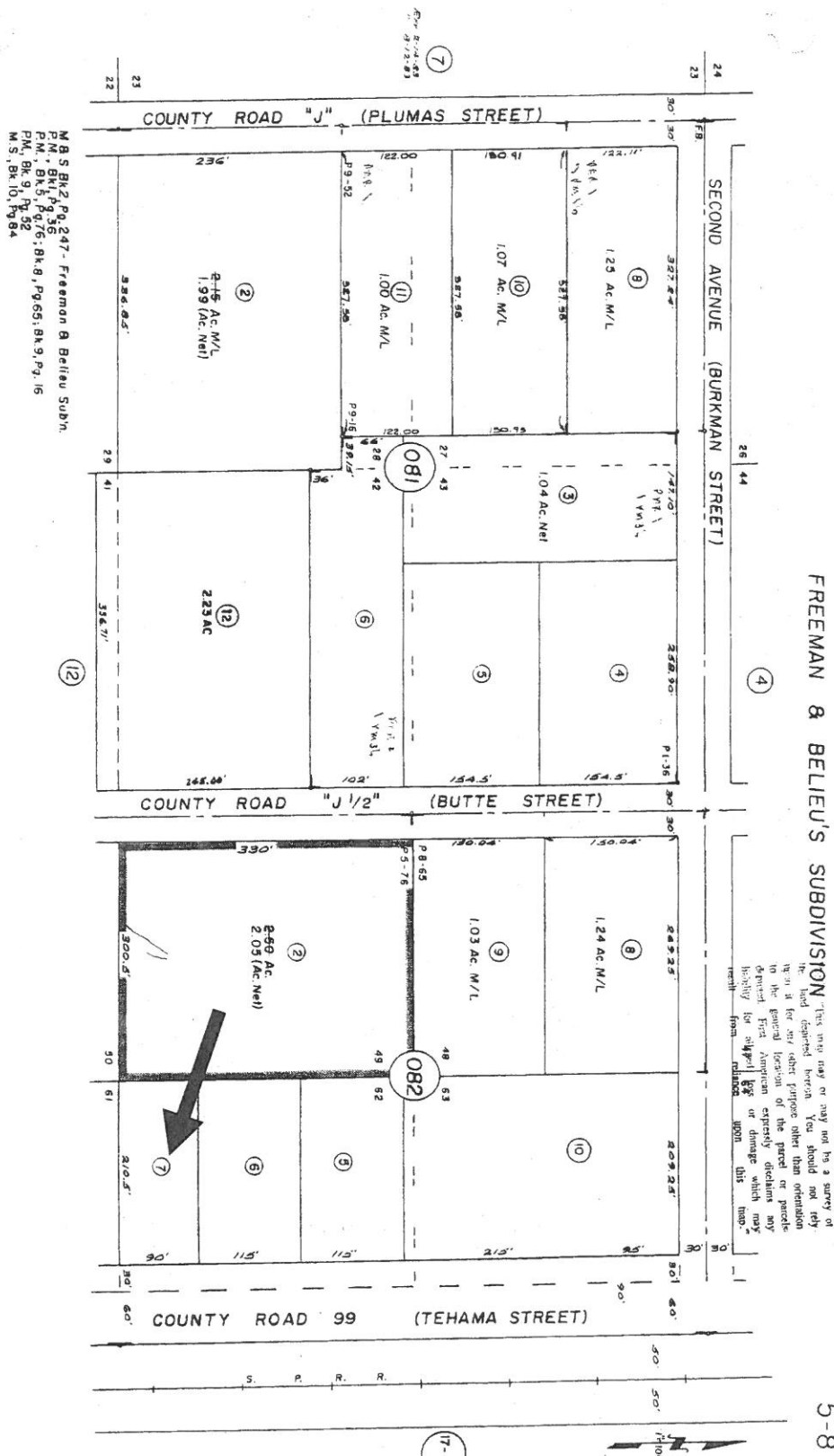
**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

## MAP



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

# MAP

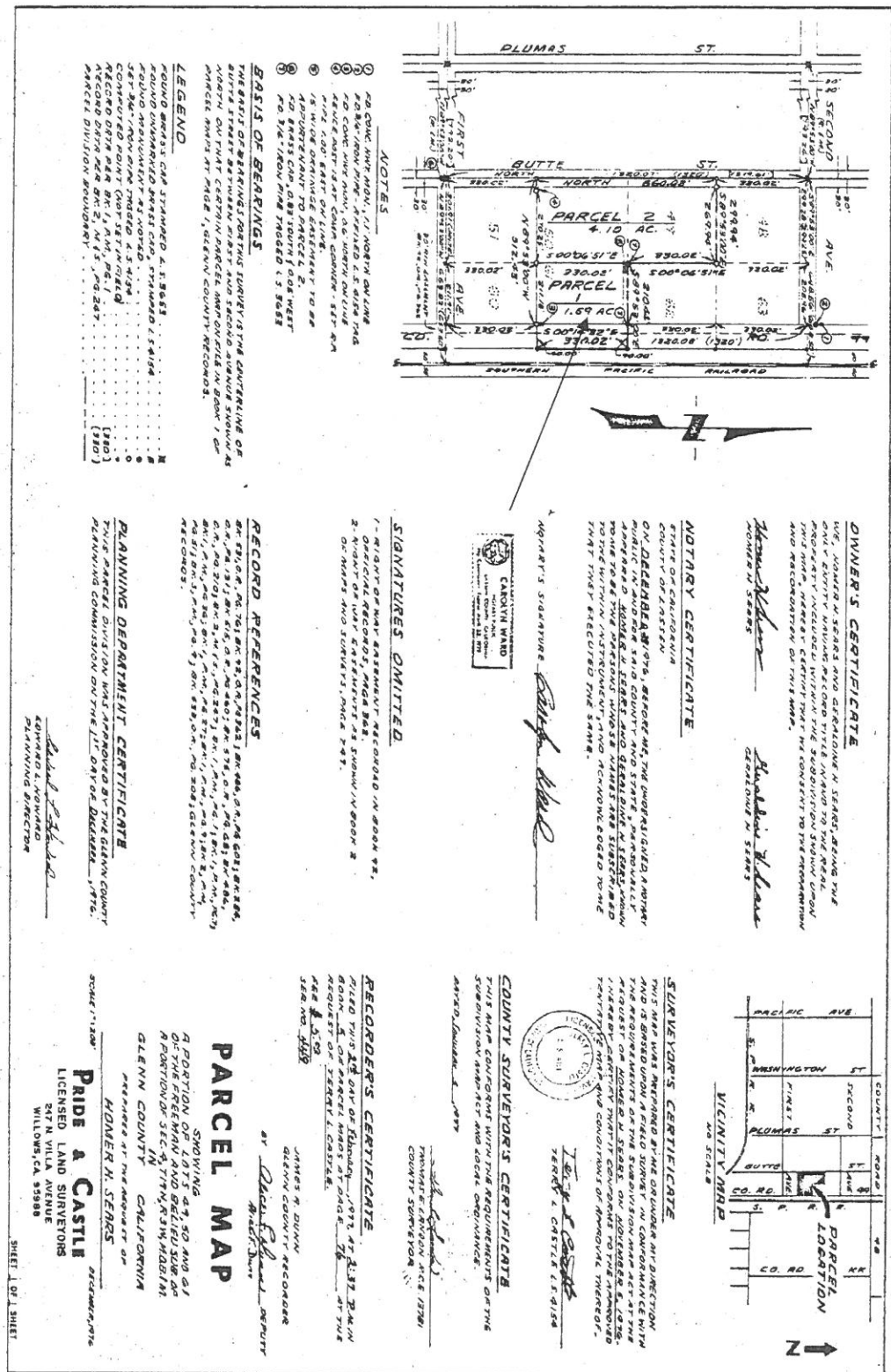


NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 5 - Pg. 8  
County of Glenn, Calif.  
(1977)

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

## MAP





**WIRE INSTRUCTIONS**

TIMIOS TITLE, A CALIFORNIA CORPORATION  
TRUST ACCOUNT

Bank of America N.A.  
100 N Tryon St., Ste 170  
Charlotte, NC 28202

CHIPS Address: 0959  
SWIFT Address: BOFAUS3N

ACCOUNT NO.: 488038505160  
ROUTING NO.: 026009593

Please reference borrower's name and loan number on wire transfer.

Order Number: 71-00135332

Loan Number:

Property Address: 919/925/943 TEHAMA STREET  
WILLOWS, CA 95988

Borrower / Buyer: RICARDO MATA

**\*\*PLEASE NOTE: THESE ARE UPDATED WIRE INSTRUCTIONS FOR  
TIMIOS TITLE, A CALIFORNIA CORPORATION**



☒ 1 Property Address: 919 925 N TEHAMA ST WILLOWS CA 95988-2115

### Ownership

County: **GLENN, CA**  
 Assessor: **CHARLES M. MERIAM, ASSESSOR**  
 Parcel # (APN): **005-122-002-000**  
 Parcel Status: **ACTIVE**  
 Owner Name: **MATA RICARDO**  
 Mailing Address: **P O BOX 325 WILLOWS CA 95988**  
 Legal Description: **919 & 925 N TEHAMA ST**

### Assessment

Total Value:	<b>\$1,269,900</b>	Use Code:	<b>CNXX</b>	Use Type:	<b>COMMERCIAL</b>
Land Value:	<b>\$102,000</b>	Tax Rate Area:	<b>084-104</b>	Zoning:	
Impr Value:	<b>\$1,167,900</b>	Year Assd:	<b>2017</b>	Census Tract:	<b>104.00/2</b>
Other Value:		Property Tax:		Price/SqFt:	<b>\$67.35</b>
% Improved:	<b>91%</b>	Delinquent Yr:			
Exempt Amt:		HO Exempt:	<b>N</b>		

### Sale History

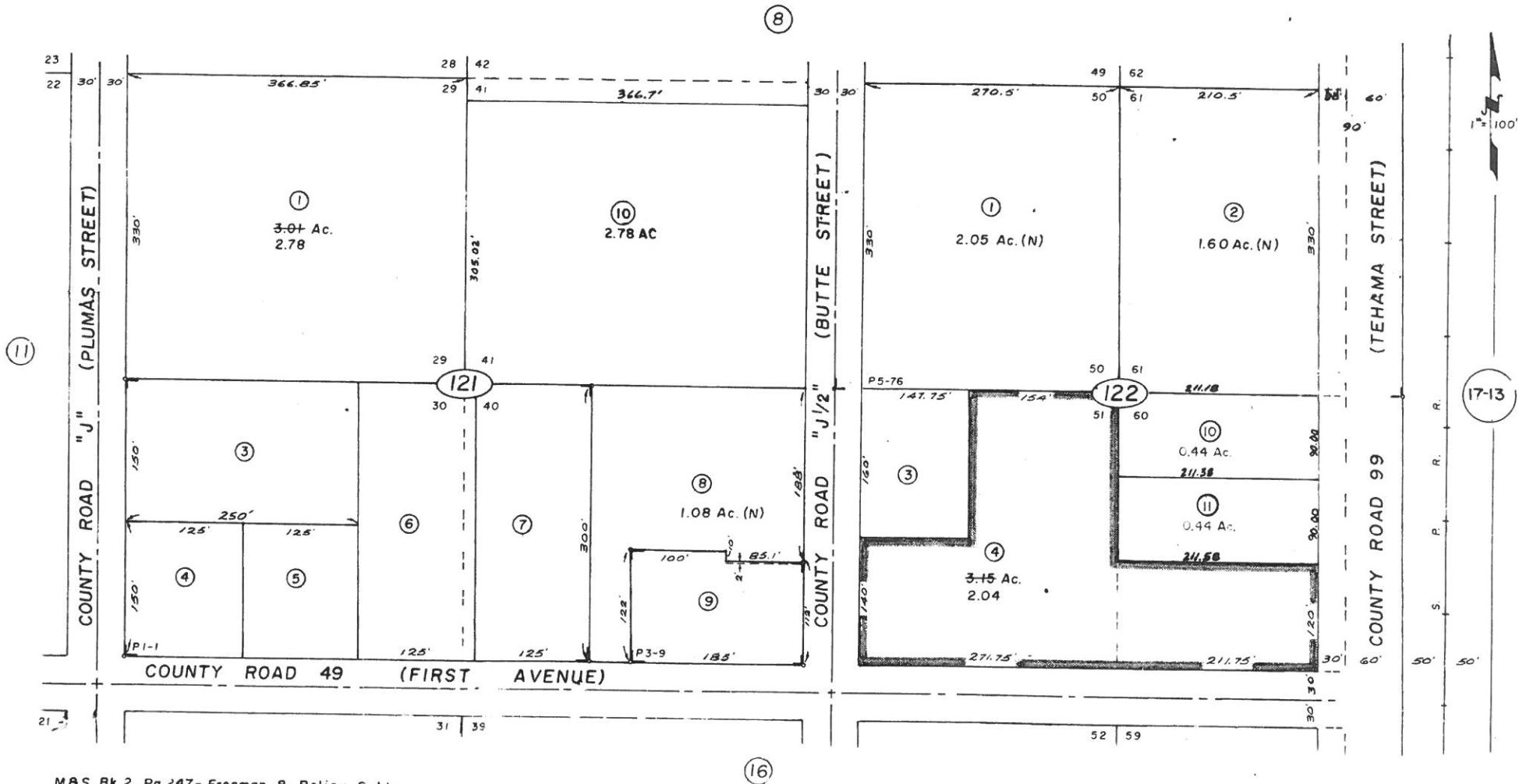
	Sale 1	Sale 2	Sale 3	Transfer
Document Date:	<b>06/01/2016</b>	<b>09/16/2008</b>		<b>06/01/2016</b>
Document Number:	<b>20162301</b>	<b>20084566</b>		<b>20162301</b>
Document Type:	<b>GRANT DEED</b>	<b>PARTIAL INTEREST</b>		
Transfer Amount:	<b>\$1,250,000</b>			
Seller (Grantor):	<b>ROMERI DONALD E &amp;</b>			

### Property Characteristics

Bedrooms:	Fireplace:	Units:
Baths (Full):	A/C:	Stories:
Baths (Half):	Heating:	Quality:
Total Rooms:	Pool:	Building Class:
Bldg/Liv Area:	Park Type:	Condition:
Lot Acres:	Spaces:	Site Influence:
Lot SqFt:	Garage SqFt:	Timber Preserve:
Year Built:		Ag Preserve:
Effective Year:		

# FREEMAN & BELIEU'S SUBDIVISION

5-12



M&S Bk.2, Pg.247- Freeman & Belieu Sub'n.  
P.M. Bk.1, Pg.1; Bk.3, Pg.9; Bk.5, Pg.76;  
M & S Bk.10, Pg. 79  
" " 10 " 84

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

Assessor's Map Bk.5-Pg.12  
County of Glenn, Calif.

1977