#### **GLENN COUNTY**

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

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



Mardy Thomas, Director

Terry Talbot Colusa County Farm Supply P.O. Box 1570 Williams, CA 95987

RE: Voluntary Merger 2023-002, Approval Notice

APNs: 020-120-001 and 020-120-002

November 20, 2023

To Terry Talbot, President, <a href="mailto:ttalbot@ccfsinc.com">ttalbot@ccfsinc.com</a>

On November 20, 2023, the Director of the Glenn County Planning & Community Development Services Agency approved Voluntary Merger 2023-002.

Draft descriptions were submitted with the application and the Glenn County Public Works Agency is reviewing them for accuracy prior to recording.

In order for the documents to be recorded, your original ink signature is required on the included Voluntary Merger cover sheet. Also required is a check written to the Glenn County Recorder in the amount of \$92.00, for the recordation fees.

Please sign and return the cover sheet. Once the signed cover sheet and recording fee are received, and the descriptions are finaled, the Notice of Voluntary Merger will be recorded.

Sincerely,

Marie Amaro, Assistant Planner <a href="mailto:mamaro@countyofglenn.net">mamaro@countyofglenn.net</a>

Cc: Assessor

**Building Department** 

**Environmental Health Department** 

Public Works Agency

NVBS- Troy Ferguson, troy@northvalleybuilding.com

After Recordation, Please Return to: Glenn County Planning & Community Development Services Agency 225 North Tehama Street Willows, CA 95988

Parcel Description: See attached Exhibit "A"

#### NOTICE OF VOLUNTARY MERGER

I (We) hereby certify that the land described below is voluntarily merged into one parcel of land in accordance with Section 66499.20-3/4 of the California Government Code and Section 15.17.010(B) of the Glenn County Code.

The County of Glenn does not represent that the issuance of any entitlement such as a building permit, zoning clearance, environmental health approval or any other permit is guaranteed by the recording of the Notice of Voluntary Merger.

COLUSA COUNTY FARM SUPPLY, INC.	
Signed: Terry Talbot, President	Date:
County of Glenn: Mardy Thomas, Director	Date:
Assessor's Parcel Numbers: 020-120-001 and 020-120-002	2

## Exhibit "A" Merger Resultant Parcel Legal Description

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

Parcels One and Two as said parcels of land are described in Grant Deed from Alforex Seeds, LLC, a Delaware limited liability company and the successor in interest to Cal West Seeds, LLC to Colusa County Farm Supply, Inc. a California corporation, recorded in the office of the Glenn County Recorder, State of California, in Official Record 2015-5711 and that certain parcel of land described in Quitclaim Deed from Union Pacific Railroad Company, a Delaware corporation to Colusa County Farm Supply, Inc. a California corporation, recorded in the office of the Glenn County Recorder, State of California, in Official Record 32017-1843.

The above-described parcel contains 5.3 acres, more or less



**PRELIMINARY** 

Lauren J. McSwain

10/19/2023

Date

#### **GLENN COUNTY**

# Planning & Community Development Services Agency Environmental Health Department

225 N Tehama St. Willows, CA 95988

Tel: 530.934.6102 Fax: 530.934.6103

www.countyofglenn.net



Mardy Thomas, Director

Date: November 7, 2023

To: Marie Amaro, Assistant Planner

Glenn County Planning & Community Development Services Agency (PCDSA)

(Via Email)

From: Kevin Backus, REHS

Director, Glenn County PCDSA - Environmental Health Department

Re: VM 2023-002, Colusa County Farm Supply, Inc., APN 020-120-001 and 002 (Voluntary Merger)

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

1. Parcels have water wells, onsite wastewater treatment systems and replacement areas which will not be negatively affected by the voluntary merger.

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

November 7, 2023 Page 1



#### **PUBLIC WORKS AGENCY**

P.O. Box 1070 / 777 N. Colusa Street Willows, CA 95988 Airports Engineering Flood Control Roads & Bridges Solid Waste Surveyor

#### **Donald Rust, Director**

November 13, 2023

Glenn County Planning and Community Development Services 225 N. Tehama Street Willows, CA 95988

Attn: Marie Amaro, Assistant Planner

Subject: Voluntary Merger 2023-002 - Colusa County Farm Supply

#### **Comments**

The proposed merger is acceptable.

#### **Conditions**

The lot line common to APN 020-120-001 and 020-120-002 shall be deleted as a property boundary by note on the description.

Descriptions shall be reviewed and approved by Public Works prior to recordation of the Notice of Voluntary Merger.

Michael Biggs

Michael Biggs

Engineering Technician III

Glenn County Public Works

#### **GLENN COUNTY**

# Planning & Community Development Services Agency

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



Mardy Thomas, Director

October 30, 2023

TO: Assessor

**Building Department** 

**Environmental Health Department** 

Public Works Agency

FROM: Planning Division

Marie Amaro, Assistant Planner

RE: Voluntary Merger 2023-002

APN(s): 020-120-001 and -002

Please review the attached Voluntary Merger application and ancillary documentation for agency commenting by Monday, November 13, 2023.

The properties are both designated as "Industrial" in the General Plan and are zoned "M".

Thank you for your time and consideration regarding this matter.

<b>VM</b>	

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

www.countyofglenn.net

### **APPLICATION FOR VOLUNTARY MERGER**

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

APPLICATION.	DELAI	11112	ROCESSING	<b>0.</b>
Applicant(s):				
Name: North Valley Building Systems -	Troy Ferguson			
Mailing Address: 30 Seville Court, C	Chico CA 95926			
Phone:(Business) (530) 345-7296		(Hon	ne)	
Fax:	E-mail:	troy@nort	hvalleybuilding.com	
Property Owner(s):				
Name: Colusa County Farm Supply, Inc	C			
Mailing Address: P.O. Box 1570 W	Illiams CA 95987	·	No.	
Phone: (Business) 53a 482	-5801	_(Hon	ıe)	
Fax:	_E-mail:_	++	ell-tect	JIAC GL
Engineer/Survevor:				
Name: Rolls Anderson & Rolls - Lauren	J. McSwain			n Adam
Mailing Address: 115 Yellowstone D	Orive, Chico CA	95973	-	
Phone:(Business) (530) 895-1422		_(Hom	ie)	,

sed 2018	 	

Glenn County Planning & Community Development Services Agency Voluntary Merger

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: North Valley Building Systems - Troy Ferguson
	Mailing Address: 30 Seville Court, Chico CA 95926
5.	Address and Location of Project: 2929 County Road JJ, Artois CA
6.	Current Assessor's Parcel Number(s): 020-120-001 & 002
7.	Existing Zoning: M Zoning Map http://gis.gcppwa.net/zoning/
8.	Existing Use of Property: Industrial
9.	Proposed Use of Property: Industrial
10.	Size of Merged Lot:5.3 AC +/-
11.	Why are the lots being merged?  To remove the existing property line between the two parcels used for the same purposes and owned by the same entity.
12.	Provide any additional information that may be helpful in evaluating this proposal:

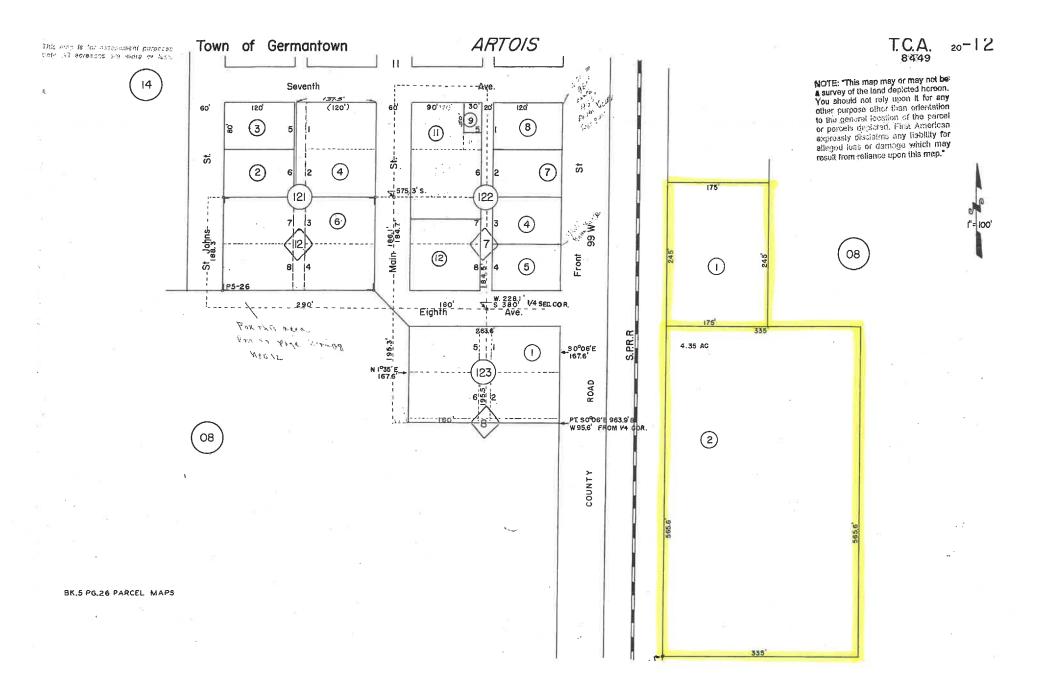
Applicant(s):

#### 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.

Signed:
Print: North Valley Building Systems - Troy Ferguson
Date: 10-19-23
Address: 30 Seville Court, Chico CA 95926
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: Turk
Print: Colose County Form Supply Terry Tallot
Date: 10/20/23  Address: 2.0. Box 1570 Williams at 95987
Address: P.O. Box 1570 Williams at 95987
Revised 2018 3



CIOS ENCLOSED

2017-1843

RECORDING REQUESTED BY:

When Recorded Mail Document To:

Colusa County Farm Supply, Inc. P.O. Box 1570 5873 Freshwater Road Williams, California 95987 Recorded at the request of: TIMIOS TITLE COMPANY 25/02/2017 10:29 AM Fee: \$70.75 Pss: 8 OFFICIAL RECORDS Charles M. Meriam, Clerk-Recorder Gienn County, CA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Additional recording fee applies)

Recording Document Cover Page SCA0000079.doc / Updated: 09.30.15

Page 1

Printed: 04.28.17 @ 02:55 PM CA-CT-FSST-02180.054536-FSST-5351503197

2017-1843 1 of 8

# RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Colusa County Farm Supply, Inc. P.O. Box 1570 5873 Freshwater Road Williams, California 95987

 $\mathcal{F}_{\mathcal{G}_{A}}$ 

#### MAIL TAX STATEMENTS TO:

Colusa County Farm Supply, Inc. P.O. Box 1570 5873 Freshwater Road Williams, California 95987

(Space Above Line for Recorder's Use Only)

2960-96

APN: 020-120-001-0

DOCUMENTARY TRANSFER TAX \$ 35.75 UNINCORPORG Led

X Computed on the full value of the property conveyed

Computed on the full value less liens and encumbrances remaining at the time of sale

Not a sale ( Rev. & Tax. Code Section 11927(a))

Signature of Declarent or Agent Determining Tax

#### **OUITCLAIM DEED**

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation) ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto COLUSA COUNTY FARM SUPPLY, INC., a California corporation ("Grantee"), whose mailing address is P.O. Box 1570, 5873 Freshwater Road, Williams, California 95987, and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate ("Property") situated in Glenn County, State of California, as more particularly described in Exhibit A, attached hereto and made a part hereof.

EXCEPTING FROM THIS QUITCLAIM AND RESERVING UNTO GRANTOR, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or

using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors or assigns.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions, which Grantee, by the acceptance of this Quitclaim Deed, covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Fence. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the date of delivery of this Quitclaim Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the trackside boundary of the Property. The fencing or barrier must be of a design and type satisfactory to Grantor, and in compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company Attn: Assistant Vice President — Real Estate (Folder 2960-96) 1400 Douglas Street, Mail Stop 1690 Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

#### (b) Railroad Proximity.

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- (i) Grantee acknowledges that the property abutting the Westerly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.
- (ii) Grantee shall not, and hereby waives all rights to, (A) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (B) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or

ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

- (iii) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.
- (c) Restriction on Use. Grantee, its successors and assigns, may use the Property for industrial, office, agriculture, and retail-oriented commercial business (for example, shopping center, filling station, restaurant) purposes, only, and for no other purposes whatsoever. Without limitation of the foregoing, the Property must not be used for any of the following purposes: (i) residential; (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers); or (iii) cultural, educational, recreational or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds or parks).

#### (d) Environmental.

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"As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Grantee agrees that any information Grantee may receive from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Grantee will make an independent verification of the accuracy of the information. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

- Release and Indemnity. GRANTEE, FOR ITSELF, ITS (ii) SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, THERETO, INCLUDING, RULE OR REGULATION APPLICABLE WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS. WITH RESPECT TO THE FOREGOING, GRANTEE EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:
  - 1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
- (e) <u>Covenants to Run with Land</u>. The foregoing covenants, conditions, and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing covenants, conditions, and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated, or remedied by appropriate proceedings.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF	Grantor has caused this Quitclaim Deed to be duly
executed as of the 21st day of April	, 2017.
Attest:	UNION PACIFIC RAILROAD COMPANY, a Delaware corporation
Assistant Secretary	By: Title:  Assistant/lice President - Real Estate TONY K LOVE
(Seal)	
SEAL	
<b>5</b> -	*
STATE OF NEBRASKA ) ) ss. COUNTY OF DOUGLAS )	
Notary Public in and for said County and State, personally appeared and the Assistant Vice President - Real Estate and the Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.	
WITNESS my hand and off	icial seal.
	Sugan Danek Notary Public
(Seal) SENERAL HUTARY - State of Nebraska SUSAN HRONEK	

5

Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein. 2017. Dated this 27 day of COLUSA COUNTY FARM SUPPLY, INC., a California corporation By: Its: Terry Talbot A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA ) 88. COUNTY OF COLUSA On this 27 day of April, 2017, before me, Jesse Hondal, Notary Public, personally appeared Terry Talbot of COLUSA COUNTY FARM SUPPLY, INC., a California corporation, who proved to me on the basis of antiafactory and the state of antiafactory and basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public

WITNESS my hand and official seal.

JESSE HUNDAL Commission # 2132848 Notary Public - California

Sutter County Comm. Expires Dac 2, 2019

(Seal)

#### Glenn County, California

#### Exhibit "A"

All that certain real property situated in the unincorporated area of the County of Glenn, State of California, more particularly described as follows:

A portion of the Northwest Quarter of the Southwest Quarter of Section 3, Township 20 North, Range 3 West, Mount Diablo Meridian, known and described on the map of the tract of the Northern Railway as follows:

Beginning at a point on the right of way line of the Northern Railway, 50 feet at right angles easterly from Engineers Station 3743+29; thence running Northerly along said right of way line parallel with and 50 feet right angles from the centerline of the main track of said Northern Railway Co., 245 feet; thence at right angles Easterly 175 feet; thence at right angles Southerly 245 feet; thence at right angles Westerly 175 feet to the Point Of Beginning.

Union Pacific Railroad Co. Real Estate Department Omaha, NE.

LD 0296096 March 15, 2017 RECORDING REQUESTED BY, WHEN RECORDED MAIL TO:

Colusa County Farm Supply Inc P.O. Box 1570 WILLIAMS, CA 95987

Attention: Terry TALBOT, JR.

MAIL TAX STATEMENTS TO:

Colusa County Farm Supply, Inc. 5873 Freshwater Road Williams, CA 95987 Attention: Terry Talbot, Jr.

2015-5711

Recorded at the request of: TIMIOS TITLE COMPANY 12/28/2015 10:01 AM Fee: \$2179.00 Pgs: 4 OFFICIAL RECORDS Sheryl Thur, Clerk-Recorder Glenn County, CA

(Space Above This Line For Recorder's Use Only)

In accordance with Section 11932 of the California Revenue and Taxation Code, Grantor has declared that the amount of the transfer tax which is due in connection with the recording of the Grant Deed is \$3156.00 Unincorporated Area

APN: 020-120-002-0 (PORTION); 020-120-002-0 (PORTION); 020-080-013-0

#### **GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ALFOREX SEEDS LLC, a Delaware limited liability company and the successor in interest to CAL WEST SEEDS, LLC ("Grantor"), hereby grants to COLUSA COUNTY FARM SUPPLY, INC., a California corporation ("Grantee"), all of its right, title and interest in and to that certain real property situated in Glenn County, California, described on Exhibit A, attached hereto and by this reference incorporated herein (the "Property"), together with all improvements, easements, privileges and rights appurtenant thereto.

#### SUBJECT TO the following:

- (a) All easements, covenants and other matters of record.
- (b) The lien of non-delinquent real estate taxes.
- (c) A permanent restriction against extraction or use of ground water from beneath the Property for potable purposes; and

(d) A permanent restriction against residential or quasi-residential use of the Property, including but not limited to single or multiple family residences, nursing or long term care facilities, residential schools or similar facilities, or any use that involves the occupancy of any improvements on the Property for residential purposes.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed dated as of December 22, 2015.

ALFOREX SEEDS LLC, a Delaware limited liability company and the successor in interest to CAL WEST SEEDS, LLC

By: Agrigenetics, Inc., Managing Member

By: Ful Ky-

Frank Kayden, Director, Real Estate

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

STATE OF MICHIGAN ) ss: COUNTY OF MIDLAND )

On December 22, 2015, before me, Notary Public, personally appeared Frank Kayden, who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Seal]

JOHNSON MIDIONO MIDION

Signature of Notary Public

NELDA J. JOHNSON Notary Public, State of Michigan County of Midland My Commission Expires Aug. 24, 2016

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

All that certain real property situated in the City of ARTOIS, County of GLENN, State of California, more particularly described as follows:

#### PARCEL ONE:

BEGINNING AT A POINT 74 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 20 NORTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND RUNNING THENCE NORTHERLY PARALLEL TO THE CENTER LINE OF THE SOUTHERN PACIFIC RAILROAD 529 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER GRANTED BY CHARLES CROCKER TO NORTHERN RAILWAY COMPANY, A CORPORATION, BY DEED RECORDED IN BOOK 7 OF DEEDS AT PAGE 460, RECORDS OF COLUSA COUNTY; THENCE EASTERLY ALONG THE SOUTHERLY LINE, ABOVE MENTIONED, 175 FEET; THENCE SOUTHERLY TO A POINT ON THE QUARTER SECTION LINE, 175 FEET DUE EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.

APN: 020-120-002-0 (PORTION)

#### PARCEL TWO:

ALL THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 20 NORTH, RANGE 3 WEST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD SAID POINT BEING 1264 FEET NORTHERLY FROM THE SOUTHERLY LINE OF SAID SECTION 3, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PREMISES CONVEYED TO JAMES C. GLADDEN, ETUX, BY DEED DATED FEBRUARY 18, 1948 AND RECORDED MARCH 3, 1948 IN VOLUME 216 OF OFFICIAL RECORDS, AT PAGE 37; THENCE NORTHERLY ALONG THE EASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD PROPERTY A DISTANCE OF 36.3 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE PREMISES CONVEYED TO CALIFORNIA LADINO CLOVER ASSOCIATION, INC., A CORPORATION, BY DEED DATED MARCH 7, 1950 AND RECORDED ON MARCH 9, 1950 IN VOLUME 242 OF OFFICIAL RECORDS AT PAGE 236; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE PREMISES SO CONVEYED TO SAID CALIFORNIA LADINO CLOVER ASSOCIATION, INC., A CORPORATION, A DISTANCE OF 175 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINE OF THE PREMISES SO CONVEYED TO SAID CALIFORNIA LADINO CLOVER ASSOCIATION, INC., A CORPORATION, A DISTANCE OF 529 FEET TO THE NORTHEAST CORNER THEREOF; THENCE EAST A DISTANCE OF 160 FEET; THENCE SOUTH AND PARALLEL WITH THE EASTERLY LINE OF THE SOUTHERN PACIFIC. RAILROAD A DISTANCE OF 565.3 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE JAMES C. GLADDEN PROPERTY A DISTANCE OF 335 FEET TO THE POINT OF COMMENCEMENT.

APN: 020-120-002-0 (PORTION)

#### PARCEL THREE:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY AND THE SOUTH LINE OF SECTION 3, TOWNSHIP 20 NORTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE RUNNING EAST 335 FEET TO A POINT; THENCE NORTH PARALLEL WITH SAID RAILROAD RIGHT OF WAY, 1264 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES 335 FEET TO THE EAST LINE OF SAID RIGHT OF WAY; THENCE SOUTH ALONG SAID RIGHT OF WAY 1264 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

APN: 020-080-013-0

## Exhibit "A" Merger Resultant Parcel Legal Description

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

Parcels One and Two as said parcels of land are described in Grant Deed from Alforex Seeds, LLC, a Delaware limited liability company and the successor in interest to Cal West Seeds, LLC to Colusa County Farm Supply, Inc. a California corporation, recorded in the office of the Glenn County Recorder, State of California, in Official Record 2015-5711 and that certain parcel of land described in Quitclaim Deed from Union Pacific Railroad Company, a Delaware corporation to Colusa County Farm Supply, Inc. a California corporation, recorded in the office of the Glenn County Recorder, State of California, in Official Record 32017-1843.

The above-described parcel contains 5.3 acres, more or less



**PRELIMINARY** 

Lauren J. McSwain

10/19/2023

Date



P.O. Box 1570 5873 Freshwater Road Williams, CA 95987 (530) 473-2851 ccfsinc.com P.O. Box 65 2929 County Road JJ Artois, CA 95913 (530) 934-2207 glenncountyfs.com



October 25, 2023

To Whom it may concern.

My name is Terry Talbot, President of Glenn County Farm Supply and I would like to request a Lot Line Adjustment of our parcel APN 020-120-002-0 onto our other parcel APN 020-120-001-0.

Thank you.

**Terry Talbot** 

**President** 

**Glenn County Farm Supply** 

Jan Talli

530-682-5809