

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

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



Mardy Thomas, Director

Thomas E. Harris  
908 Sixth Street  
Orland, CA 95963

Phone: 530-865-5567  
Email: [tom@harrislandsurveying.com](mailto:tom@harrislandsurveying.com)

**RE: Lot Line Adjustment 2023-001, Rossi**

March 18, 2023

To Whom It May Concern,

On March 18, 2023, the Glenn County Planning & Community Development Services Director approved the Lot Line Adjustment.

Included with the letter is a copy of the Staff Report for the lot line adjustment. Also included is a separate copy of the Compliance Requirements. The applicant/landowners will need to sign a copy of the Compliance Requirements and return them to this office.

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

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

Enclosed for your reference are copies of the Certificates of Compliance that will be recorded for the resultant lots. Also enclosed is a copy of each Notice of Voluntary Merger that will also be recorded for the resultant lots. The landowners will need to sign the Notices of Voluntary Merger(s) and return original signatures to this office.

The recording fee for the Certificates of Compliance is \$14 for the first page and \$3 for each page of descriptions; there is no charge for recording the Notices of Voluntary Merger. Once everything is received, all the documents (Certificates of Compliance, Notices of Voluntary Merger, and the new Deeds) will be recorded simultaneously in the office of the County Recorder.

In addition, California Government Code Section 27388.1 (SB2 – Building Homes and Jobs Act) requires that each cover document accepted for recording at the Glenn County Recorder's Office be charged an addition seventy-five (\$75) fee per title, unless exempted by statute. The fee is collected on behalf of the State of California and funds are deposited with the State of California. The County Recorder only collects the fee on behalf of the State. Please see attached Notice of Fee Increase.

The recordation fee will be determined upon approval of the descriptions and prior to the documents being recorded.

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

Sincerely,

Andy Popper  
Principal Planner  
[apopper@countyofglenn.net](mailto:apopper@countyofglenn.net)

Ec: Glenn County Assessor's Office  
Glenn County Building Inspection  
Glenn County Engineering & Surveying Division  
Glenn County Environmental Health Department  
Pacific Gas and Electric Company (PG&E)

Robert and Donna Rossi  
P.O. Box 1248  
Fort Bragg, CA, 95437

Richard and Maria Nelepovitz  
30170 Sherwood Road  
Fort Bragg, CA 95437

Aleandro Sarti  
835 Stewart Street  
Fort Bragg, CA 95437

Timios Title, Ron Campbell

**GLENN COUNTY**  
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Mardy Thomas, Director

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**STAFF REPORT**

DATE: March 18, 2023  
TO: Mardy Thomas, Director  
FROM: Andy Popper, Principal Planner  
RE: Lot Line Adjustment 2023-001, Rossi

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Attachments:

1. Compliance Requirements
2. Certificates and Mergers
3. Agency Comments
4. Request for Review and Application
5. Lot Line Adjustment Map

## **1 PROJECT SUMMARY**

Rossi, Nelepovitz and Sarti, have proposed a Lot Line Adjustment which will facilitate future arrangements for farming practices and estate-planning purposes resulting in the following:

A Resultant Lot One at 82.1± acres and a Resultant Lot two at 169.7± acres.

The project site is located south of County Road 68, east of County Road F, north of Delevan Road, and west of County Road H, in the unincorporated area of Glenn County, California.

The existing and resultant are zoning is “FS-80” Farmland Security Zone. Both resultant lots will meet the 72-acre minimum acreage requirement. By the resulting lots meeting the required acreage minimum, this Lot Line Adjustment will clarify actions taken within the Williamson Act Contact #99-22 (Glenn County Records No. 1999-6719), and the intent of the corresponding Notice of Voluntary Merger (Glenn County Records No. 1999-6718).

### **1.1 RECOMMENDATIONS**

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

Staff also recommends that the Director approve the lot line adjustment with the Findings as presented in the Staff Report and the Compliance Requirements as attached.

## **2 ANALYSES**

The proposed project is consistent with the land use in this area. All lot line adjustments are processed in accordance with Chapter 15.14 of the Glenn County Code and Section 66412(d) of the California Government Code.

### **2.1 ENVIRONMENTAL DETERMINATION**

This lot line adjustment, as proposed, will not introduce new or potentially significant impacts to the environment.

Lot line adjustments qualify for a Statutory Exemption from environmental review pursuant to Section 15268, “*Ministerial Projects*”, of the Guidelines of the California Environmental Quality Act (CEQA). Article 18 (Statutory Exemptions), §15268(a) & (c) (Ministerial Projects).

Lot line adjustments, as outlined in Section 15.14 of the Glenn County Code, are classified as a ministerial project within Glenn County Title 15, Unified Development Code (Title 15,

Division 2, Part 1). In addition, Section 66412(d) of the Subdivision Map Act limits review and approval of lot line adjustments to conformity with the local general plan, zoning, and building ordinances.

An advisory agency or local agency cannot impose conditions or exactions on its approval of a lot line adjustment except to conform to the local general plan, zoning, and building ordinances, to require the prepayment of real property taxes prior to the approval of the lot line adjustment, or to facilitate the relocation of existing utilities, infrastructure, or easements.

## **2.2 GENERAL PLAN AND ZONING CONSISTENCY**

Resultant Lot One and Lot Two are zoned “FS-80” Intensive Agriculture Zone (72-acre minimum parcel size) and are under a Farmland Security contract.

The General Plan Designation for these properties is “Intensive Agriculture”. Glenn County Code §15.12.020(A) and §66412(d) of the Subdivision Map Act require that lot line adjustments conform to local zoning and building ordinances. The resultant lots will remain subject to the permitting processes for uses permitted in the “FS-80” zone. The resultant lots will meet the minimum area of 72-acres required by “FS-80” zoning.

The area of the proposed Lot Line Adjustment is located within Flood Zone “X” according to Flood Insurance Rate Map (FIRM) No. 06021C0825D, dated August 5, 2010, issued by the Federal Emergency Management Agency (FEMA). Flood Zone “X” (unshaded) consists of areas of minimal risk outside the 1-percent and 0.2-percent annual chance floodplains. No base flood elevations or base flood depths are shown within this zone.

## **2.3 OWNERSHIP STATUS OF EXISTING PARCELS**

The included Title Report/Grant Deed, which includes property descriptions, states:  
Title to said estate of interest at the date hereof is vested in:  
Robert J. Rossi and Donna N. Rossi, Trustees of the 1993 Rossi Family Trust dated December 30, 1993

## **2.4 ACCESS TO PARCELS**

The proposed Lot Line Adjustment will not result in the abandonment of or eliminate access to any parcel. Existing county roads will provide adequate ingress and egress.

## **2.5 EASEMENTS AND INTERESTS**

This Lot Line Adjustment will not result in the abandonment of a street or utility easement of record. The resultant legal descriptions from the Lot Line Adjustment will preserve easements as necessary.

The properties are currently under a Williamson Act contract. After the lot line adjustment, all of the property will remain under contract. As such, the lot line adjustment will not impact adjacent lands currently utilized for agricultural purposes.

The properties will continue to be used for agricultural purposes, and this lot line adjustment will not affect the agricultural viability of either parcel or the vicinity.

### **3 PROCESSES FOR COMPLETION/RECORDING**

1. There is a ten (10) day appeal period following action on this lot line adjustment (Glenn County Code §15.05.010).
2. A Record of Survey Map shall be prepared and recorded when required by Section 8762 of the Land Surveyor's Act (Glenn County Code §15.14.040.B).
3. The landowners shall pay all property taxes to the Glenn County Tax Collector and shall submit a Tax Collector's Certificate to the Glenn County Planning & Community Development Services Agency prior to the recordation of any document for this lot line adjustment.
4. The applicant/agent shall submit to the Public Works Agency legal descriptions signed by a Licensed Land Surveyor, which describe the resultant lots after adjustment for approval by the County Surveyor. The descriptions shall contain a basis of bearings, if applicable, and a note describing its purpose. The note shall include a statement describing how the lots are being changed, adjusted, or modified and that no additional parcels are being created (Glenn County Code §15.14.040.A).
5. A Certificate of Compliance shall be recorded for each resultant lot in accordance with Section 66499.35 of the Subdivision Map Act and Section 15.15.010 of the Glenn County Code.
6. The property owners will sign a Notice of Voluntary Merger for each resultant lot involved with this lot line adjustment. The Notices of Voluntary Merger will delete all previous property boundary lines of record contained within the resultant lots.
7. The applicant/agent shall provide new deeds reflecting the new legal descriptions for each resultant lot (Glenn County Code §15.14.40.A) within one year of the date of approval.
8. The Certificates of Compliance, Notices of Voluntary Merger, and new deeds, shall be recorded simultaneously in the office of the County Recorder. The applicant/agent shall be required to pay all applicable recording costs.

Other Requirements:

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

Other Comments:

The application information was sent to pertaining agencies via the Request for Review process. The Glenn County Environmental Health, Glenn County Public Works, and Pacific Gas & Electric Company replied with the comment letters included with this report.

**4 FINDINGS**

**4.1 ENVIRONMENTAL DETERMINATION**

**Finding 1**

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

**4.2 LOT LINE ADJUSTMENT**

The following findings as determined in this report are made in accordance with Glenn County Code Section 15.14.020(B):

**Finding 1**

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

**Finding 2**

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

**Finding 3**

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

## COMPLIANCE REQUIREMENTS

### Lot Line Adjustment 2023-001, Rossi

1. The lot line adjustment shall conform to the lot line adjustment map being identified as Exhibit "A" as submitted and on file at the Glenn County Planning & Community Development Services Agency.
2. The Applicant(s) and/or successor(s) in interest shall defend, hold harmless and indemnify Glenn County from any claim, action or proceeding against Glenn County and/or its agents, officers and employees, to attack, set aside, void or annul the approval(s) granted by Glenn County concerning this proposal/project or any action relating to or arising out of such approval. The Applicant(s) and/or successor(s) in interest shall further indemnify Glenn County and/or its agents, officers and employees from liability for any award, damages, costs and fees, including but not limited to legal fees and costs, incurred by the County and/or awarded to any plaintiff in any action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant(s) and/or successor(s) in interest further agree to provide a defense for the County in any such action.
3. The landowners shall pay all property taxes to the Glenn County Tax Collector and shall provide a Tax Collector's Certificate to the Glenn County Planning & Community Development Services Agency prior to the recordation of any document for this lot line adjustment.
4. That the applicant shall submit to the Public Works Department descriptions signed by a Licensed Land Surveyor within one-hundred twenty (120) days from the date of approval or this Lot Line Adjustment shall be null and void. The Lot Line Adjustment shall not become effective until the descriptions have been approved by the County Surveyor and recorded in the office of the County Recorder.
5. That the applicant shall comply with Section 15.14 of the Glenn County Code.
6. That all previous boundary lines of record contained within the resultant lots shall be deleted as property boundary lines.
7. That a Record of Survey map shall be filed, if required by Section 8762 of the Land Surveyors Act.
8. The Certificates of Compliance, Notices of Voluntary Merger, and new deeds shall be recorded simultaneously in the office of the County Recorder. The applicant shall be required to pay all applicable recording costs.
9. The landowners shall sign a Notice of Voluntary Merger for each resultant lot involved with this lot line adjustment. The Notices of Voluntary Merger will delete all previous property boundary lines of record contained within the resultant lots.



Acknowledgment:

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

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

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

Applicant/Surveyor: Thomas E. Harris

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
ROBERT J. ROSSI, TRUSTEE

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
DONNA N. ROSSI, TRUSTEE

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
RICHARD L. NELEPOVITZ, HUSBAND

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
MARISA J. NELEPOVITZ, WIFE

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
ALEANDRO SARTI, TRUSTEE

After Recordation, Please Return to:

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

CERTIFICATE OF COMPLIANCE

I hereby certify that the land described in Exhibit "A" has been established in compliance with applicable provisions of the Subdivision Map Act and the Glenn County Code. The purpose of this certificate is to affect **Lot Line Adjustment 2023-001** as approved by the Glenn County Planning & Community Development Service Agency and that no additional parcels have been created.

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

Mardy Thomas, Director  
Glenn County Planning & Community Development Services Agency

Notice:

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel(s) described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel(s) may require issuance of a permit or permits, or other grant or grants of approval.

Property Owners:

ROBERT J. ROSSI AND DONNA N. ROSSI, TRUSTEES OF THE 1993 ROSSI FAMILY TRUST DATED DECEMBER 30, 1993 AS TO AN UNDIVIDED 1/3 INTEREST; RICHARD L. NELEPOVITZ AND MARISA J. NELEPOVITZ, HUSBAND AND WIFE AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 1/3 INTEREST; AND ALEANDRO SARTI, TRUSTEE OF THE ALEANDRO SARTI AND DORIS M. SARTI 1994 REVOCABLE LIVING TRUST AS TO AN UNDIVIDED 1/3 INTEREST

Assessor's Parcel Number: 014-150-023 (portion)

Parcel Description: See attached Exhibit A, **Lot One**

After Recordation, Please Return to:

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

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.

Property Owner(s):

ROBERT J. ROSSI AND DONNA N. ROSSI, TRUSTEES OF THE 1993 ROSSI FAMILY TRUST DATED DECEMBER 30, 1993 AS TO AN UNDIVIDED 1/3 INTEREST; RICHARD L. NELEPOVITZ AND MARISA J. NELEPOVITZ, HUSBAND AND WIFE AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 1/3 INTEREST; AND ALEANDRO SARTI, TRUSTEE OF THE ALEANDRO SARTI AND DORIS M. SARTI 1994 REVOCABLE LIVING TRUST AS TO AN UNDIVIDED 1/3 INTEREST

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
ROBERT J. ROSSI, TRUSTEE

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
DONNA N. ROSSI, TRUSTEE

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
RICHARD L. NELEPOVITZ, HUSBAND

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
MARISA J. NELEPOVITZ, WIFE

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
ALEANDRO SARTI, TRUSTEE

County of Glenn: \_\_\_\_\_ Date: \_\_\_\_\_  
Mardy Thomas, Director, Planning & Community Development Services

Assessor's Parcel Numbers: 014-150-023 (portion)

Parcel Description: See attached Exhibit A, **Lot One**

After Recordation, Please Return to:

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

### CERTIFICATE OF COMPLIANCE

I hereby certify that the land described in Exhibit "A" has been established in compliance with applicable provisions of the Subdivision Map Act and the Glenn County Code. The purpose of this certificate is to affect **Lot Line Adjustment 2023-001** as approved by the Glenn County Planning & Community Development Service Agency and that no additional parcels have been created.

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

Mardy Thomas, Director  
Glenn County Planning & Community Development Services Agency

Notice:

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel(s) described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel(s) may require issuance of a permit or permits, or other grant or grants of approval.

Property Owners:

ROBERT J. ROSSI AND DONNA N. ROSSI, TRUSTEES OF THE 1993 ROSSI FAMILY TRUST DATED DECEMBER 30, 1993 AS TO AN UNDIVIDED 1/3 INTEREST; RICHARD L. NELEPOVITZ AND MARISA J. NELEPOVITZ, HUSBAND AND WIFE AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 1/3 INTEREST; AND ALEANDRO SARTI, TRUSTEE OF THE ALEANDRO SARTI AND DORIS M. SARTI 1994 REVOCABLE LIVING TRUST AS TO AN UNDIVIDED 1/3 INTEREST

Assessor's Parcel Number: 014-150-023 (portion)

Parcel Description: See attached Exhibit A, **Lot Two**

After Recordation, Please Return to:

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

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.

Property Owner(s):

ROBERT J. ROSSI AND DONNA N. ROSSI, TRUSTEES OF THE 1993 ROSSI FAMILY TRUST DATED DECEMBER 30, 1993 AS TO AN UNDIVIDED 1/3 INTEREST; RICHARD L. NELEPOVITZ AND MARISA J. NELEPOVITZ, HUSBAND AND WIFE AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 1/3 INTEREST; AND ALEANDRO SARTI, TRUSTEE OF THE ALEANDRO SARTI AND DORIS M. SARTI 1994 REVOCABLE LIVING TRUST AS TO AN UNDIVIDED 1/3 INTEREST

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
ROBERT J. ROSSI, TRUSTEE

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
DONNA N. ROSSI, TRUSTEE

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
RICHARD L. NELEPOVITZ, HUSBAND

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
MARISA J. NELEPOVITZ, WIFE

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
ALEANDRO SARTI, TRUSTEE

County of Glenn: \_\_\_\_\_ Date: \_\_\_\_\_  
Mardy Thomas, Director, Planning & Community Development Services

Assessor's Parcel Numbers: 014-150-023 (portion)

Parcel Description: See attached Exhibit A, **Lot Two**



# 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 3, 2023

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

Attn: Andy Popper, Senior Planner

Subject: Lot Line Adjustment 2023-001 – Conditions of Approval – Rossi, Nelepovitz & Sarti

## Comments

That the applicant shall comply with Section 15.140 of the Glenn County Code.

That all previous boundary lines of record contained within the resultant lots shall be deleted as property boundary lines.

## Conditions

That the applicant shall submit to the Public Works Department descriptions signed by a Licensed Land Surveyor within one-hundred twenty (120) days from the date of approval or this Lot Line Adjustment shall be null and void. The Lot Line Adjustment shall not become effective until the descriptions have been approved by the County Surveyor and recorded in the office of the County Recorder.

That a Record of Survey map shall be filed if required by Section 8762 of the Land Surveyors Act.

Michael Biggs  
Engineering Technician III  
Glenn County Public Works

**GLENN COUNTY**  
**Planning & Community Development Services Agency**  
**Environmental Health Department**

225 N Tehama St.  
Willows, CA 95988  
Tel: 530.934.6102 Fax: 530.934.6103  
[www.countyofglenn.net](http://www.countyofglenn.net)



Mardy Thomas, Director

Date: October 20, 2023

To: Andy Popper, Principal Planner  
Glenn County Planning & Community Development Services Agency (PCDSA)  
(Via Email)

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

Re: LLA 2023-001, Rossi, APN 014-150-023 (Reconfigure)

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

1. Both lot one and two are undeveloped and have not conducted soil testing.

As per section 15.660.040 of the Glenn County Code the following statement must be referenced on the recorded map and recorded concurrently with the recorded map:

*"This parcel is not approved for any use that will generate liquid wastes. No permit to dispose of sewage or other liquid waste generated by the use of this property will be issued until the applicant has complied with the applicable provisions of Chapter 7.10 of the Glenn County Code."*

Where no map is recorded the statement shall be recorded with the certificate of compliance.

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

## Andy Popper

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**From:** PGE Plan Review <PGEPlanReview@pge.com>  
**Sent:** Thursday, October 19, 2023 10:12 AM  
**To:** Andy Popper  
**Subject:** RE: LLA2023-001, Rossi, Request for Review  
**Attachments:** Initial\_Response\_Letter\_10-19-2023.pdf

**Categories:** Red Category

**Classification:** Public

Dear Andy Popper,

Thank you for submitting the LLA2023-001 plans. The PG&E Plan Review Team is currently reviewing the information provided. Should this project have the potential to interfere with PG&E's facilities, we intend to respond to you with project specific comments. Attached is some general information when working near PG&E facilities that must be adhered to when working near PG&E's facilities and land rights.

This email and attachment does not constitute PG&E's consent to use any portion of PG&E's land rights for any purpose not previously conveyed. If there are subsequent modifications made to your design, we ask that you resubmit the plans to the email address listed below.

If you have any questions regarding our response, please contact the PG&E Plan Review Team at [pgeplanreview@pge.com](mailto:pgeplanreview@pge.com).

Thank you,



**Pacific Gas and Electric Company**  
**Plan Review Team**  
Email: [pgeplanreview@pge.com](mailto:pgeplanreview@pge.com)

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**From:** Andy Popper <APopper@countyofglenn.net>  
**Sent:** Wednesday, October 18, 2023 5:22 PM  
**Cc:** Planning Email Group <Planning@countyofglenn.net>  
**Subject:** LLA2023-001, Rossi, Request for Review

**CAUTION: EXTERNAL SENDER!**

This email was sent from an EXTERNAL source. Do you know this person? Are you expecting this email? Are you expecting any links or attachments? If suspicious, do not click links, open attachments, or provide credentials. Don't delete it. **Report it by using the "Report Phish" button.**

To Whom it may Concern,

Please accept the following Request for Review for comments.

Documentation is available at



 [LLA2023-001, Rossi, Request for Review.pdf](#)

Comments are being requested by Friday, November 3, 2023.

Thank you for your time regarding this matter.

Sincerely,

Andy Popper, Principal Planner

<https://www.countyofglenn.net/>

Glenn County Planning &

Community Development Services Agency

225 North Tehama Street

Willows, CA 95988

530-934-6540

You can read about PG&E's data privacy practices at [PGE.com/privacy](https://www.pge.com/privacy).



October 19, 2023

Andy Popper  
County of Glenn  
225 North Tehama St  
Willows, CA 95988

Ref: Gas and Electric Transmission and Distribution

Dear Andy Popper,

Thank you for submitting the LLA2023-001 plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

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

Below is additional information for your review:

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

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

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

Sincerely,

Plan Review Team  
Land Management



## Attachment 1 – Gas Facilities

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

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

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

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

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

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



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

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

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

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

For bore paths that cross gas transmission pipelines perpendicularly, the pipeline must be potholed a minimum of 2 feet in the horizontal direction of the bore path and a minimum of 24 inches in the vertical direction from the bottom of the pipe with minimum clearances measured from the edge of the pipe in both directions. Standby personnel must watch the locator trace (and every ream pass) the path of the bore as it approaches the pipeline and visually monitor the pothole (with the exposed transmission pipe) as the bore traverses the pipeline to ensure adequate clearance with the pipeline. The pothole width must account for the inaccuracy of the locating equipment.

7. Substructures: All utility crossings of a gas pipeline should be made as close to perpendicular as feasible ( $90^\circ \pm 15^\circ$ ). All utility lines crossing the gas pipeline must have a minimum of 24 inches of separation from the gas pipeline. Parallel utilities, pole bases, water line 'kicker blocks', storm drain inlets, water meters, valves, back pressure devices or other utility substructures are not allowed in the PG&E gas pipeline easement.

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

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

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

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



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

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

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

## Attachment 2 – Electric Facilities

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

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



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

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

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

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

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

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

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



November 2, 2023

Andy Popper  
County of Glenn  
225 N Tehama St  
Willows, CA 95988

Re: LLA2023-001  
Rossi

Dear Andy Popper,

Thank you for providing PG&E the opportunity to review the proposed plans for LLA2023-001 dated 10/18/2023. Our review indicates the proposed improvements do not appear to directly interfere with existing PG&E facilities or impact our easement rights.

Please note this is our preliminary review and PG&E reserves the right for additional future review as needed. This letter shall not in any way alter, modify, or terminate any provision of any existing easement rights. If there are subsequent modifications made to the design, we ask that you resubmit the plans to the email address listed below.

If the project requires PG&E gas or electrical service in the future, please continue to work with PG&E's Service Planning department: <https://www.pge.com/cco/>.

As a reminder, before any digging or excavation occurs, please contact Underground Service Alert (USA) by dialing 811 a minimum of 2 working days prior to commencing any work. This free and independent service will ensure that all existing underground utilities are identified and marked on-site.

If you have any questions regarding our response, please contact the PG&E Plan Review Team at [pgeplanreview@pge.com](mailto:pgeplanreview@pge.com).

Sincerely,

PG&E Plan Review Team  
Land Management



# GLENN COUNTY Planning & Community Development Services Agency

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



Mardy Thomas, Director

## REQUEST FOR REVIEW

### COUNTY DEPARTMENTS/DISTRICTS

- Glenn County Agricultural Commissioner
- Glenn County Air Pollution Control District/CUPA
- Glenn County Assessor
- Glenn County Building Inspector
- Glenn County Engineering & Surveying Division
- Glenn County Environmental Health Department
- Glenn County Sheriff's Department
- Glenn County Board of Supervisors
- Glenn County Resource Conservation District
- Glenn County Planning Commission
- Glenn LAFCO

### FEDERAL AGENCIES

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

### OTHER

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

### STATE AGENCIES

- Central Valley Flood Protection Board
- Central Valley Regional Water Quality Control Board (RWQCB)
- State Water Resources Control Board – Division of Drinking Water
- Department of Alcoholic Beverage Control (ABC)
- Department of Conservation, Division of Land Resource Protection
- Department of Conservation, Office of Mine Reclamation (OMR)
- Dept. of Conservation, Division of Oil, Gas, and Geothermal Resources
- Department of Fish and Wildlife
- Department of Food and Agriculture
- Department of Forestry and Fire Protection (Cal Fire)
- Department of Housing and Community Development (HCD)
- Department of Public Health
- Department of Toxic Substances Control (DTSC)
- Department of Transportation (Caltrans)
- Department of Water Resources (DWR)
- Office of the State Fire Marshall

DATE: October 18, 2023

PROJECT: Lot Line Adjustment 2023-001, Rossi

PLANNER: Andy Popper, Principal Planner  
[apopper@countyofglenn.net](mailto:apopper@countyofglenn.net)

APPLICANT/

LANDOWNER(s): Robert and Donna Rossi  
P.O. Box 1248  
Fort Bragg, CA, 95437

Richard and Maria Nelepovitz  
30170 Sherwood Road  
Fort Bragg, CA 95437

Aleandro Sarti  
835 Stewart Street  
Fort Bragg, CA 95437

SURVEYOR: Thomas E. Harris  
908 Sixth Street  
Orland, CA 95963  
Phone: 530-865-5567  
Email: [tom@harrislandssurveying.com](mailto:tom@harrislandssurveying.com)

**PROJECT: Lot Line Adjustment 2023-001, Rossi**

Resultant Lots: Lot 1: 82.1 ± acres Lot 2: 169.7 ± acres

LOCATION: The project site is located south of County Road 68, east of County Road F, north of Delevan Road, and west of County Road H, in the unincorporated area of Glenn County, California.

Existing APN(s): 014-150-023 (251.8± acres)

GENERAL PLAN: Intensive Agriculture

ZONING: "FS-80" (Farmland Security Zone, 72 acres minimum)

FLOOD ZONE: Flood Zone "X" according to Flood Insurance Rate Map (FIRM) No. 06021C0825D, dated August 5, 2010, issued by the Federal Emergency Management Agency (FEMA). Flood Zone "X" (unshaded) consists of areas of minimal risk outside the 1-percent and 0.2-percent annual chance floodplains. No base flood elevations or base flood depths are shown within this zone.

The Glenn County Planning Division is requesting comments on this proposal for determination of completeness, potential constraints, and/or proposed compliance requirement. If comments are not received by **Friday, November 3, 2023**, it is assumed that there are no specific comments to be included in the analysis of the project. Comments submitted by e-mail are acceptable. Thank you for considering this matter.

**AGENCY COMMENTS:**

Please consider the following:

1. Is the information in the application complete enough to analyze impacts and conclude review?
  
2. Comments may include project-specific code requirements unique to the project. Cite code section and document (i.e., General Plan, Subdivision Map Act, etc.).
  
3. What are the recommended Compliance Requirements for this project and justification for each Requirement? When should each Requirement be accomplished (i.e., prior to any construction at the site, prior to recording the parcel map, filing the Final Map, or issuance of a Certificate of Occupancy, etc.)?

**Applicants/Owners:**

Robert J. Rossi and Donna N. Rossi, Trustees  
of the 1993 Rossi Family Trust, dated December 30, 1993  
P.O. Box 1248  
Fort Bragg, CA 95437

Richard L. Nelepovitz and Maria J. Nelepovitz, Husband and Wife as Community Property  
30170 Sherwood Road  
Fort Bragg, CA 95437

Aleandro Sarti, Trustee of the Alejandro Sarti and Doris M. Sarti 1994 Revocable Trust  
835 Stewart Street  
Fort Bragg, CA 95437

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

Name: Thomas E. Harris

Mailing Address: 908 6th Street, Orland, CA 95963

6. Address and Location of Project: Co. Road H, Willows, CA 95988, 1+/- mile south of Rd. 68

7. Current Assessor's Parcel Number(s):

Parcel One: 014-150-023 Parcel Two: \_\_\_\_\_

Other: \_\_\_\_\_

8. Existing Zoning <http://gis.gcppwa.net/zoning/>

Parcel One: FS-80 Parcel Two: \_\_\_\_\_

Other: \_\_\_\_\_

9. Existing Use of Property:

Parcel One: Agriculture Parcel Two: \_\_\_\_\_

Other: \_\_\_\_\_

10. Proposed Use of Property:

Parcel One: Agriculture Parcel Two: \_\_\_\_\_

Other: \_\_\_\_\_

11. Size for Each Adjusted Lot:

Parcel One: 82.1+/- acres Parcel Two: 169.7+/- acres

Other: \_\_\_\_\_

12. Why are the lots being adjusted?

The proposed lot line adjustment is to establish new title boundaries in conformance with the existing use of the land. Said title boundary will be located along an existing GCID delivery lateral to facilitate farming operations and estate planning.

13. Surrounding Land Use:

North: Agriculture

East: Agriculture

South: Agriculture

West: Agriculture

14. Acreage in non-farm uses (roads, ditches, dwelling site:

Parcel One: 2.5+/- ac. estimated Parcel Two: 2.5+/- ac. estimated

Other: \_\_\_\_\_

15. Number of dwelling units:

Parcel One: None Parcel Two: None

Other: \_\_\_\_\_

16. Williamson Act Contract Number:

Parcel One: 99-22 Parcel Two: 99-22

Other: \_\_\_\_\_

16. 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: \_\_\_\_\_

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

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

Surveyor:

Signed: Thomas E. Harris \_\_\_\_\_

Print: Thomas E. Harris \_\_\_\_\_

Date: 06-14-2023 \_\_\_\_\_

Address: 908 6th Street, Orland, CA 95963 \_\_\_\_\_

## Project Description and Landowner Justification

This project is a lot line adjustment between Rossi, Nelepovitz and Sarti (see attached owner's statement).

*At the completion of the Lot Line Adjustment, Lot One will have a resultant area of 82.1+/- acres, and Lot Two will have a resultant area of 169.7+/- acres. Both parcels are in the Williamson Act. The resultant title boundary between the two lots will be located along the existing G.C.I.D. delivery lateral, which is the current boundary between the existing farming units. The adjustment to the title boundary will facilitate future arrangements for farming practices and estate planning.*

Government Code Section 51257 contains seven findings to be made related to lot line adjustments. These findings are each listed below with the justification following in italics.

(1) The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

*The current contract is not subject to a Notice of Non-Renewal. At the conclusion of the lot line adjustment, the contract will continue to be in force and effect for a period of at least 10 years.*

(2) There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.

*The land currently under contract is 251.8+/- acres and all will remain under contract.*

(3) At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.

*The amount of land changing hands is less than 4% of the area of the smallest parcel. As such, more than 90% of the land under each of the former contracts will remain within each contract. In addition, as set forth above in finding (2), the entire amount of land included within this lot line adjustment will continue to remain under Williamson Act contract.*

(4) After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

*Consistent with Section 51222, both parcels will be larger than 40 (or 10) acres both before and after the lot line adjustment. Parcels are presumed to be large enough to sustain their agricultural use if they are greater than 10 acres in size if prime farmland, or greater than 40 acres in the case of non-prime farmland. The subject properties are both identified as (non)prime farmland by the Natural Resource Conservation Service Farmland Mapping Program.*



### **Project Description and Landowner Justification (continued)**

(5) The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.

*Both of these parcels have been used for agricultural productivity in their current configuration for a long time. The new lot configuration, after adjustment, will facilitate farming operations. The long term productivity of both lots will in no way impacted by the proposed lot line adjustment.*

(6) The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.

*The parcels will continue to remain restricted by contract and used for agricultural productivity. As such, the lot line adjustment will have no impact on adjacent lands currently utilized for agricultural purposes.*

(7) The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

*Two parcels currently exist and two parcels will continue to exist after the lot line adjustment. Neither parcel is currently inconsistent with the Glenn County General Plan or zoning code, nor will the resulting parcels be inconsistent with the Glenn County General Plan or zoning code.*

In conclusion, the proposed lot line adjustment will result in a new title boundary that will facilitate future farming operations. No change or impact to the agricultural viability either lot will result.

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

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

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

*Richard Nelepovitz*  
*Richard Nelepovitz*  
*9/19/2023*  
*30170 Sherwood Rd Fort Bragg CA 95437*

Surveyor:

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

Print: Thomas E. Harris

Date: 06-14-2023

Address: 908 6th Street, Orland, CA 95963



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

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

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

Property Owner(s) #1:

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

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

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

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

~~Property Owner(s) #2:~~

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

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

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

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

**DECLARATION UNDER PENALTY OF PERJURY**

(Must be signed by Applicant(s) and Property Owner(s))  
(Additional sheets may be necessary)

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

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

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

Property Owner(s) #1:

Signed: 

Print: Aleandro Sarti

Date: 9/28/2023

Address: 9301 Laguna Lake Way Elk Grove, CA 95758

~~Property Owner(s) #2:~~

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

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

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

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

**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: Aleandro Sarti

Date: 9/28/2023

Address: 9301 Laguna Lake Way Elk Grove, CA 95758

Surveyor:

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

Print: Thomas E. Harris

Date: 06-14-2023

Address: 908 6th Street, Orland, CA 95963


**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: Robert Ross

Date: 9/18/23

Address: P.O. Box 1248 Fort Bidwell, Ca 95437

Surveyor:

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

Print: Thomas E. Harris

Date: 06-14-2023

Address: 908 6th Street, Orland, CA 95963

**DECLARATION UNDER PENALTY OF PERJURY**

(Must be signed by Applicant(s) and Property Owner(s))  
(Additional sheets may be necessary)

The Applicant(s) and/or Property Owner(s), by signing this application, shall be deemed to have agreed to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against the foregoing individuals or entities, the purpose of which is to attack, set aside, void or null the approval of this development entitlement or approval or certification of the environmental document which accompanies it, or to obtain damages relating to such action(s). This indemnification agreement shall include, but not be limited to, damages, costs expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of the entitlement whether or not there is concurrent passive or active negligence on the part of the County.

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

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

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

Property Owner(s) #1:

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

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

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

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

~~Property Owner(s) #2:~~

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

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

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

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

**OWNER'S CONSENT**

LISTED BELOW IS THE OWNER OF THE REAL PROPERTY AS SHOWN HEREON, AND BY HIS SIGNATURE ON THE APPLICATION, CONSENTS TO THE PREPARATION OF THIS PROPOSED LOT LINE ADJUSTMENT AS SHOWN HEREON.

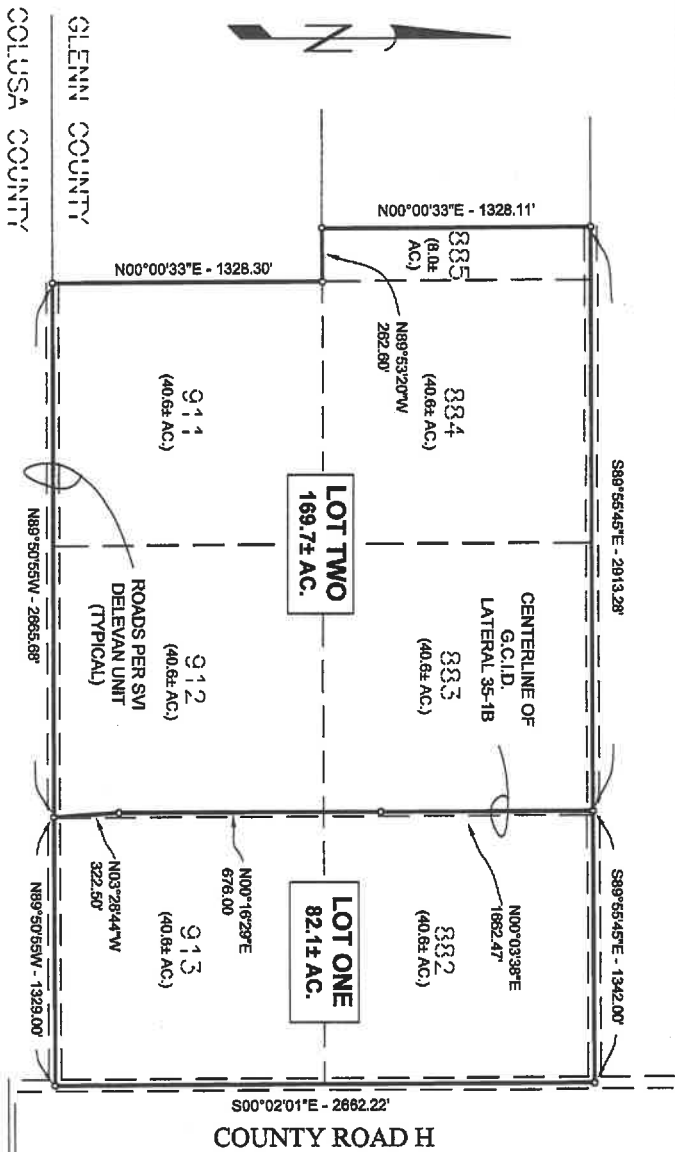
ROBERT & DONNA ROSSI, TRUSTEE AND RICHARD & MARISA NELEPOWITZ AND ALEANDRO SARTI, TRUSTEE

**SITE INFORMATION**

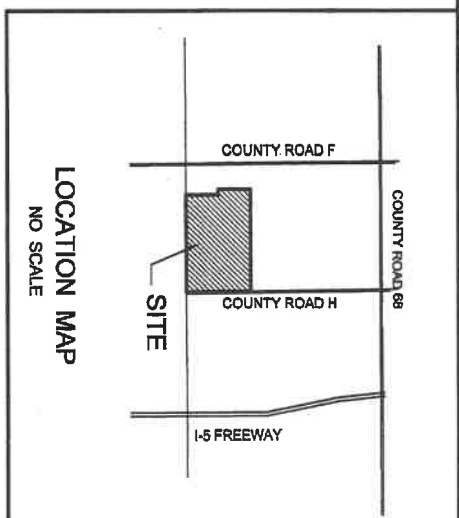
NO STREET ADDRESS, CO. ROAD H, WILLOWS, CA 95988  
 APN 014-150-023  
 GENERAL PLAN - INTENSIVE AGRICULTURE  
 ZONING - F5-80

**MAP LEGEND**

PROPERTY BOUNDARY  
 PROPOSED NEW BOUNDARY  
 BOUNDARY LINE TO BE DELETED



COUNTY ROAD H



LOCATION MAP  
 NO SCALE

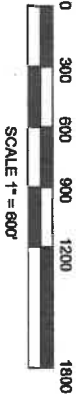
**LOT LINE ADJUSTMENT**

APN 014-150-023  
 BEING LOTS 882, 883, 884, 885, 911, 912 AND 913 OF THE SACRAMENTO VALLEY IRRIGATION COMPANY'S DELEVAN UNIT, SITUATE IN THE COUNTY OF GLENN, STATE OF CALIFORNIA.  
 SEPTEMBER 2023

PREPARED BY:

*Thomas E. Harris*  
 THOMAS E. HARRIS  
 LAND SURVEYOR

908 6th STREET, ORLAND, CA 95963  
 SHEET 1 OF 1



SCALE 1" = 600'





1999-6719  
Recorded at the request of  
GLENN CO PLANNING DEPT  
12/13/1999 11:51A  
Fee: 0.00 No of Pages:15

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

OFFICIAL RECORDS  
Glenn County, CA  
Vince T Minto Clerk-Recorder

Glenn County Resource, Planning  
and Development Department  
125 South Murdock Avenue  
Willows, CA 95988

FARMLAND SECURITY ZONE CONTRACT

THIS CONTRACT is made and entered into this 7th day of  
December 1999.

BY AND BETWEEN

ROBERT J. ROSSI and DONNA N. ROSSI, Trustees of the 1993 Rossi Family trust dated December 30, 1993, as to an undivided one-third interest; ALEANDRO SARTI and DORIS M. SARTI, Trustees of the Alejandro Sarti and Doris M. Sarti Revocable Living Trust dated October 14, 1994, as to a one-third undivided interest, and RICHARD L. NELEPOVITZ and MARISA J. NELEPOVITZ, trustees of The Richard L. Nelepovitz and Marisa J. Nelepovitz 1997 Revocable Living Trust as to 1/3 undivided interest

-----  
hereinafter referred to as the "Owner"

AND

COUNTY OF GLENN, a political subdivision  
of the State of California, hereinafter referred to as  
"the County"

RECITALS

WHEREAS, Owner possesses certain real property situated in the County, which property is presently devoted to agriculture and uses compatible with agriculture and is generally described in Exhibit "A" attached hereto ("the Property") and made a part hereof which is a description of the Property prepared for Owner by a reputable title company; and

WHEREAS, the Property is located within the boundaries of a Farmland Security Zone established by the County pursuant to Section 511296 of the California Government Code and County Resolution No. 99-174; and

WHEREAS, both the Owner and the County desire to limit the use of the Property to agriculture and uses compatible with agriculture in order to deter and discourage its premature conversion to urban use, recognizing that such land has substantial value to the public for the production of food or fiber and as open space and that the preservation of such land in agricultural production constitutes an

2/2/99



1999-6719  
Pg: 1 / 15

Farmland Security Zone Contract

important physical, social, aesthetic, and economic asset to the County to maintain the agricultural economy of the County and the State of California; and

WHEREAS, both parties have determined that the highest and best use of the Property is agriculture. Both the Owner and the County desire to commit the use of the Property to agricultural pursuits and uses compatible therewith, subject to the conditions, terms, and restrictions set forth in the Contract and in the California Land Conservation Act of 1965, as amended; and

WHEREAS, the Owner desires to have applied to the property the benefits of Section 423.4 of the California Revenue and Taxation Code and other provisions of law, now or hereafter in effect, relating to the valuation and assessment of open-space land subject to enforceable restrictions.

AGREEMENT

NOW, THEREFORE, the County and the Owner in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. CONTRACT MADE PURSUANT TO LAND CONSERVATION ACT FARMLAND SECURITY ZONE:

This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as Amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code, commencing with Section 51200) sometimes referred to herein as "the Act", and is subject to all of the provisions thereof.

2. CONTRACT MADE IN CONFORMITY WITH ORDINANCES ADOPTED BY COUNTY:

a. This Contract is also made and entered into pursuant to the provisions of the Ordinances and Resolutions adopted by the Board of Supervisors of the County governing the administration of farmland security zones, including but not limited to, the land use restrictions and enumeration and definition of compatible uses therein contained.

b. It is expressly understood and agreed that during the term of this Contract and any renewals thereof, the Board of Supervisors of the County may add to those agricultural and compatible uses specified in the Ordinances and Resolutions governing the administration of the Farmland Security Zone



1999-6719  
Pg: 2/15

Farmland Security Zone Contract

within which the Property is located and may otherwise modify those Ordinances and Resolutions.

c. The Ordinances and Resolutions applicable to the Farmland Security Zone which the Property is situated are incorporated herein by reference, including those Ordinances and Resolutions in effect at the date of execution of this Contract and, subject to the limitations aforementioned in this Article, those amendments or additions thereto which may be subsequently adopted.

3. EXCLUSION OF USES OTHER THAN AGRICULTURE AND COMPATIBLE USES:

During the term of this Contract the Property shall not be used for any purpose other than an agricultural or compatible use, as defined in the Glenn County Zoning Ordinance, as that ordinance exists at the time this contract is executed or as it may thereafter be amended, and in the aforementioned Ordinances and Resolutions for the Farmland Security Zone in which the Property is situated, all of which are incorporated here by reference.

4. MERGER OF SEPARATE PARCELS:

Recordation of this Contract will merge all legally separate and contiguous parcels less than eighty acres in size described at Exhibit A into a single parcel for purposes of sale, lease, financing or subdivision or other development of the Property. Parcels are deemed to be contiguous if they may reasonable be used together to create a single subdivision or other development project.

5. EFFECT ON PLANNING AND ZONING POWERS:

It is mutually understood and agreed that neither the provisions of this Contract nor of any Ordinances or Resolutions adopted by the Board of Supervisors of the County shall in any manner affect, limit or supersede the planning and zoning powers of the County. It shall be further understood that, if necessary, all lands under the provisions of this Contract shall be rezoned in accordance with County zoning regulations and County soils data.

6. EFFECT ON DIVISION OF LAND:

If the Property is divided, the Owner of any parcel of such divided land may exercise, independent of any other Owner, of any other portion of such divided land, any rights of the Owner in the original Contract, including the right to give notice of

2/2/99

3



1999-6719  
Pg: 3/15

Farmland Security Zone Contract

nonrenewal. The effect of any such action by the Owner of a parcel created by such division of land under this Contract shall not be imputed to the Owners of the remaining parcels and shall have no effect on the Contract as it applies to the remaining parcels of the divided land.

7. LIMITATION ON STRUCTURES:

During the term of this contract or any renewals thereof, no structure shall be erected upon said land except such structures as may be directly related to agricultural uses and those uses compatible with agricultural uses.

8. EFFECT OF REMOVAL OF LAND FROM FARMLAND SECURITY ZONE:

Removal of the Property or any portion of it from a farmland Security Zone shall be equivalent to a notice of nonrenewal by the County, for the purposes of Section 426 of the Revenue and Taxation Code, as now in effect or as it may from time to time be amended, and applicable provision of the Act.

9. EFFECT OF EMINENT DOMAIN OR OTHER ACQUISITION OF LAND:

a. If any action of eminent domain for the condemnation of the fee title of the entire Property is filed, or if such land is acquired in lieu of eminent domain for a public improvement by a public agency, including the Federal government or any person, instrumentality or agency acting under authority of a public agency, this Contract shall be deemed null and void only as to that portion of the Property actually condemned or so acquired. Upon the termination of such a proceeding, this Contract shall be deemed to be null and void for all land actually, taken or acquired as of the date the action was filed or the date the land was acquired, if no such action was filed.

b. If such an action is commenced to condemn or acquire less than all of the Property, this Contract shall be deemed null and void as to the land actually so condemned or acquired.

c. The land actually taken or acquired by a public agency shall be removed from this Contract. Under no circumstances shall land not actually taken or acquired by such means be removed from this Contract, except as otherwise provided in the Act.

2/2/99

4



1999-6719  
Pg: 4/15

Farmland Security Zone Contract

10. WAIVER OF PAYMENTS:

The Owner hereby waives any obligations of the County to make any payments to Owner under this Contract and Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived therefrom and the advantages which will accrue to Owner as a result of the effect on the method of determining the assess value of land described herein and any reduction therein due to the imposition of the limitations on its use contained in this Contract.

11. OWNER TO FURNISH INFORMATION:

a. Owner agrees to furnish the County upon request all information the County requires to determine the continuing status of the Property as enforceable restricted with respect to the terms of the Act, the provisions of this Contract, and the Ordinances and Resolutions relating to the agricultural preserve in which the Property is situated.

b. The Owner agrees that a copy of this Contract shall be recorded by the County and agrees to have properly acknowledged all signatures needed for such purpose.

12. NOTICES, MANNER OF GIVING:

a. Notices to be given to the Owner pursuant to this Contract or the Act may be sent by first-class United States Mail addressed to the Owner at the address shown below the Owner's signature hereinbelow, and the Owner expressly waives any other method of giving notice to him.

b. Notices to be given to County pursuant to this Contract may be sent by first-class United States Mail addressed to Board of Supervisors, County of Glenn, Courthouse, 525 West Sycamore Street, Willows, California 95988.

c. Such notices may also be given by one party to the other by personal service.

d. By means mentioned in this Article a party may give notice to the other party of a new address, after which the new address shall be used for all notices to be given.

2/2/99

5



1999-671  
Pg: 5 / 15

## Farmland Security Zone Contract

## 13. HOLD HARMLESS CLAUSE:

The Owner declares under penalty of perjury that the person(s) signatory to this Contract are the only landowners of the property referred to herein, and agrees to hold the County harmless from any loss caused by priority claims of other landowners or holders of security interests in the Property, regardless of the nature of those interests.

14. INCORPORATION OF PROVISIONS OF ACT BY REFERENCE;  
SUBSEQUENT AMENDMENTS:

a. The provisions of the Act, including any amendments enacted on or before the date of this Contract, are incorporated herein and made a part of this Contract by reference, and all of the provisions of this Contract shall be subordinate thereto and construed harmoniously therewith.

b. Any amendment to the Act enacted subsequent to the date of this Contract which alters a substantive right or obligation of either party to this Contract shall not be deemed incorporated herein, except by amendment to this Contract or as otherwise provided in this Contract. Such substantive rights or obligations include, but are not limited to, the following:

- 1) increasing or decreasing the term of the Contract;
- 2) eliminating or altering the right of or grounds for nonrenewal of the Contract;
- 3) or eliminating, adding or modifying any land use restriction or compatible use of land.

## 15. AMENDMENT BY MUTUAL AGREEMENT:

This Contract may be amended by a writing signed by the parties and recorded in the same manner as this Contract was recorded, provided that no such amendment shall be deemed or construed to be effective if the result of the amendment would nullify the eligibility of the Property under the Act for inclusion in this Contract.

## 16. TERM OF CONTRACT; AUTOMATIC EXTENSION; NOTICE OF INTENT NOT TO RENEW:

a. This Contract shall be effective as of the first day of January next succeeding the date of execution of this Contract and shall remain in effect for an initial term of twenty years from and including the effective date and during renewals of this Contract.

2/2/99

6

 1999-6719  
Pg: 6/15



Farmland Security Zone Contract

b. Each first day of January of each year during which this Contract is in effect shall be deemed to be anniversary date and the annual renewal date of this Contract, as specified in Sections 51214 and 51215 of the Act. On the annual renewal date a year shall be added automatically to remainder of the initial twenty year term, and the term of this Contract shall be thereby renewed and extended, unless notice of nonrenewal has been given as provided in Section 51245 of the Act. Any notice of nonrenewal shall be served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date.

c. If the County or the Owner gives notice of intent in any year not to renew this Contract, the Contract shall remain in effect for the balance of the term or extended term remaining since the original execution or the last renewal of the Contract, as the case may be. The Owner acknowledges that nonrenewal of full subvention by the State of California is sufficient reason for the County to nonrenew this Contract.

17. ENFORCEABLE RESTRICTION:

a. It is mutually agreed that this Contract is and shall be an enforceable restriction within the meaning and for the purpose of Article XXVIII of the Constitution of the State of California, the Land Conservation Act, and Sections 421 through 430.5, inclusive, of the Revenue and Taxation Code as are now or may be from time to time in effect. To this end, this Contract shall be enforced and administered by the County in such a manner as to accomplish the purposes of Article XXVIII of the California Constitution and the aforementioned statutes.

b. It is mutually understood that County may bring any judicial action or proceeding necessary to enforce this Contract, including, but not limited to, an action to enforce this Contract by specific performance or injunction.

18. CONTRACT RUNS WITH LAND:

a. All provisions of this Contract is and shall be deemed and construed to be a covenant running with the Property.

b. This Contract shall be binding upon, and inure to the benefit of, all successors in interest of the Owner.



IN WITNESS WHEREOF, the undersigned parties have executed the within contract the day  
and year first above written.

OWNER: Robert + Donna Rossi, Doris + alexandro Sarti, aka Alex Sarti,  
Richard + marisa Nelopowitz  
NAME: \_\_\_\_\_  
(Print or type)

ADDRESS 835 Stewart St.  
Fort Bragg, Ca 95437

SIGNATURE (All to be acknowledged before  
a notary public)

*[Handwritten signatures]*

*Donna Rossi*  
*Doris Sarti*  
*Alexandro Sarti*  
*Richard Nelopowitz*

DATE 8/16/99  
DATE 8/16/99

COUNTY OF GLENN  
*[Signature]*  
Chairman, Board of Supervisors

ATTEST:  
VINCE T. MINTO  
County Clerk and ex-officio  
Clerk of the Board of Supervisors

By *[Signature]*  
Deputy

SEAL

APPROVED AS TO FORM:

*N.Y. Herring*  
County Counsel

 1999-6719  
Pg: 8/15



Exhibit "A"

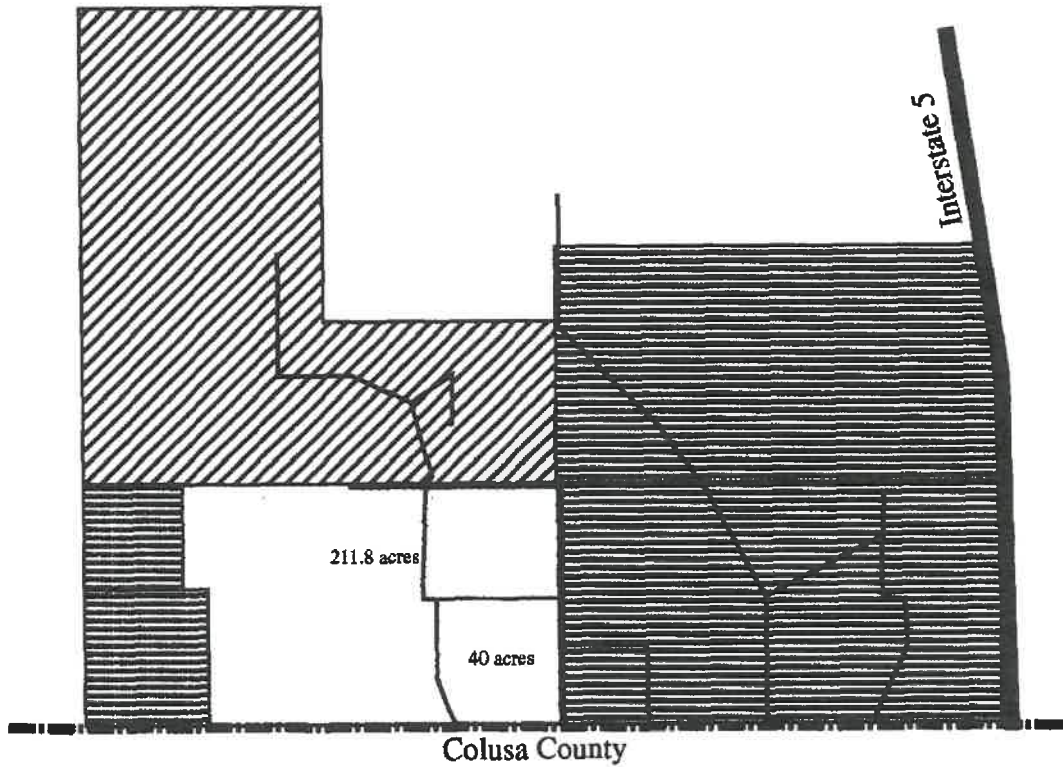
The real property situated in the unincorporated area of the County of Glenn, State of California, described as follows:




Lots 882, 883, 884, 885, 911, 912, and 913 of the of the Sacramento Valley Irrigation Company's Subdivision of a portion of the Delevan Unit of the Sacramento Valley irrigation Project, according to the map thereof filed for record in the office of the Recorder of the County of Glenn, California, on the 9th day of March 1910; and recorded in Book "2" of Maps, at page 216, the survey of which was made in 1909 and 1910 by C. W. Levisce, a licensed surveyor.

APN: 14-150-021-0 and 14-150-022-0

 1999-6719  
Pg: 14/15

**Farmland Security Zone  
Contract Application  
#99-22**



	Site proposed for Farmland Security Zone
	"AP-80" Agricultural Preserve 80 acre minimum parcel size
	"AE-40" Agricultural Exclusive 40 acre minimum parcel size



1999-6719  
Pg: 15 / 15

COPIES ENCLOSED

2006-1645  
Recorded at the request of  
ATTORNEY  
03/06/2006 04:34P  
Fee: 13.00 No of Pages:3

**Recorded at the request of:**  
**JAMES L. LARSON**  
**Return to:**  
**RICHARD L. NELEPOVITZ**  
**MARISA J. NELEPOVITZ**  
**30170 Sherwood Road**  
**Fort Bragg, CA. 95437**  
**Mail Tax Statements to:**  
**Same as-above.**

OFFICIAL RECORDS  
Vince T Minto Clerk-Recorder  
Glenn County, CA

DOCUMENTARY TRANSFER TAX \$     - 0 -      
\_\_\_\_ Computed on the consideration or value of property conveyed; OR  
\_\_\_\_ Computed on the consideration or value less liens or encumbrances  
remaining at time of sale

  
\_\_\_\_\_  
Signature of Declarant or Agent determining tax

**GRANT DEED**

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

RICHARD L. NELEPOVITZ and MARISA J. NELEPOVITZ, Trustees of the RICHARD L. NELEPOVITZ AND MARISA J. NELEPOVITZ 1997 REVOCABLE LIVING TRUST


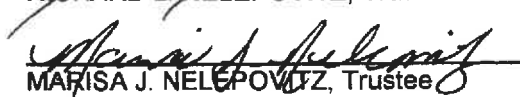
HEREBY GRANT TO

RICHARD L. NELEPOVITZ and MARISA J. NELEPOVITZ, husband and wife as community property,

All that certain real property situate in the County of Glenn, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein.

A.P. #014-150-023

Dated: February 27 2006.

  
RICHARD L. NELEPOVITZ, Trustee  
  
MARISA J. NELEPOVITZ, Trustee

 2006-1645  
Pg: 1/3

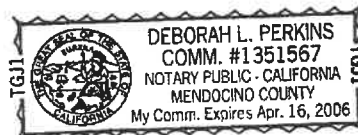
ACKNOWLEDGMENT

STATE OF CALIFORNIA )
) ss.
COUNTY OF MENDOCINO )

On February 27 2006 before me, DEBORAH L. PERKINS
the undersigned Notary Public in and for said State, personally appeared RICHARD L.
NELEPOVITZ and MARISA J. NELEPOVITZ, Trustees, personally known to me (or
proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed in 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.

WITNESS my hand and official seal.

Deborah L. Perkins
Notary Public



2006-1645
Pg: 2/3

EXHIBIT "A"

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

Lots 882, 883, 884, 885, 911, 912, and 913 of the Sacramento Valley Irrigation Company's Subdivision of a portion of the Delevan Unit of the Sacramento Valley Irrigation Project, according to the map thereof filed for record in the office of the Recorder of the County of Glenn, California, on the 9th day of March 1910; and recorded in Book "2" of Maps, at page 216, the survey of which was made in 1909 and 1910 by C. W. Levissee, a licensed surveyor.

A. P. #014-150-023

 2006-1645  
Pg: 3/3

COS ENCLOSED

**2008-6242**

RECORDING REQUESTED BY:

JAMES L. LARSON

WHEN RECORDED MAIL TO:

ALEANDRO SARTI  
9301 Laguna Lake Way  
Elk Grove, CA 95758

TAX STATEMENTS TO:

ALEANDRO SARTI, et al.  
835 Stewart St.  
Fort Bragg, CA 95437

Recorded at the request of:  
ATTORNEY

12/22/2008 12:42 PM  
Fee: \$20.00 Pgs: 5

OFFICIAL RECORDS  
Sheryl Thur, Clerk-Recorder  
Glenn County, CA

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JUDGMENT OF FINAL DISTRIBUTION

2008-6242 1 of 5



1 JAMES L. LARSON 039227  
 Attorney at Law  
 2 P. O. Box 1369  
 Fort Bragg, CA 95437  
 3  
 4 (707) 964-6327  
 5 Attorney for ALEANDRO SARTI

**FILED**  
 TEN MILE BRANCH  
 NOV 19 2008  
 CLERK OF MENDOCINO COUNTY  
 SUPERIOR COURT OF CALIFORNIA

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO  
 9 TEN MILE BRANCH

10 Estate of ) No. SCTM-CVPB-06-24797  
 )  
 11 DORIS M. SARTI, also known as ) JUDGMENT OF FINAL  
 DORIS MARIE SARTI, and ) DISTRIBUTION ON WAIVER  
 12 DORIS SARTI, ) OF ACCOUNTING AND  
 ) ALLOWING COMPENSATION  
 13 ) FOR ORDINARY SERVICES  
 )  
 14 Deceased )  
 15 \_\_\_\_\_ ) Date of Hearing: 11/19/2008  
 Time: 9:00 a.m.  
 Dept.: TM

17 ALEANDRO SARTI, as Executor of the estate of DORIS M. SARTI, also known as DORIS  
 18 MARIE SARTI and DORIS SARTI, deceased, having filed a report on waiver of account, petition for  
 19 final distribution and for allowance of compensation, and the report and petition coming on this day  
 20 regularly for hearing, the court finds:

- 21 1. Due notice of the waiver of account and of the hearing on the petition for final
- 22 distribution of the estate has been regularly given for the period and in the manner prescribed by law.
- 23 2. All allegations of the report and petition for final distribution are true.
- 24 3. DORIS M. SARTI, also known as DORIS MARIE SARTI and DORIS SARTI, died
- 25 testate on August 27, 2005, in Mendocino County, California, and was at the time of her death
- 26 domiciled in that county.

JUDGMENT OF FINAL DISTRIBUTION

1  
 2008-6242 2 of 5  


1 4. On March 29, 2006, ALEANDRO SARTI was appointed Executor of the decedent's  
2 estate and qualified as such on that date. Since then Petitioner has been and now is the Executor of  
3 the estate.

4 5. On March 29, 2006, ALEANDRO SARTI was granted authority to administer the estate  
5 without court supervision under the Independent Administration of Estates Act. This authority has not  
6 been revoked.

7 6. Letters testamentary were issued on March 29, 2006. More than four months have  
8 elapsed since the issuance of letters. Notice of administration has been given to creditors, as  
9 required by law. The time for filing and serving creditor's claims has expired and the estate now is in  
10 a condition to be closed.

11 7. The estate consists entirely of the separate property of the decedent.

12 8. No claims have been filed with the court or served on the Executor.

13 9. All debts of the decedent and of the estate and all expenses of administration have  
14 been paid, except closing expenses, compensation of Petitioner as Executor and attorney's fees.

15 10. A federal estate tax return was filed. No federal or state estate taxes are due.

16 11. No California or federal income taxes are due or payable by the estate.

17 12. All personal property taxes due and payable by the estate have been paid.

18 13. The Executor has waived all rights to compensation.

19 14. The attorney for the Executor has rendered valuable services to the estate, and  
20 compensation should be allowed as ordered below.

21 15. Distribution should be ordered as requested.

22

23 IT IS ORDERED AND ADJUDGED that:

24 1. The administration of the estate is brought to a close without the requirement of an  
25 account.

26 2. The Executor has in his possession belonging to the estate assets at the appraised





1 value of \$895,440.00.

2 3. All acts and transactions of the Executor relating to the matters set forth in the report  
3 and petition are confirmed and approved.

4 4. The Executor has waived his right to compensation for ordinary services rendered in  
5 administering this estate.

6 5. The Executor is authorized and directed to pay to James L. Larson, his attorney,  
7 \$5,555.00 as statutory compensation for services rendered in the administration of this estate.

8 6. By the terms of the Will, the estate in the possession of the Executor remaining for  
9 distribution, as described below, shall be distributed to the following beneficiaries of the estate:

10 **PROPERTY ON HAND:**

11 1. Decedent's interest in real property and improvements located at Rossi Home  
12 Ranch, Colusa and Glenn Counties, California, more particularly described as follows:

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

15 Lots 882, 883, 884, 885, 911, 912, and 913 of the Sacramento Valley Irrigation Company's  
16 Subdivision of a portion of the Delevan Unit of the Sacramento Valley Irrigation Project,  
17 according to the map thereof filed for record in the office of the Recorder of the County of  
18 Glenn, California, on the 9th day of March 1910; and recorded in Book "2" of Maps, at page  
19 216, the survey of which was made in 1909 and 1910 by C. W. Levissee, a licensed surveyor.  
20 A.P. 014-150-023

21 All that certain real property situated in the County of Colusa, State of California, described  
22 as follows:

23 Lots Nos. 964, 965, 966, 994 and 995 of the Sacramento Valley Irrigation Company's  
24 Subdivision of the Delevan Unit of the Sacramento Valley Irrigation Project, as said lots are  
25 shown on the official map or plat thereof, filed on April 5, 1910 in the office of the County  
26 Recorder of the said County of Colusa, State of California, in Book 1 of Records of Surveys,  
at page 51.  
A.P. 011-050-004

2. Decedent's interest in real property and improvements located at Danley  
Ranch, Colusa County, California, more particularly described as follows:

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



1 Parcel No. 3 as shown on that certain Parcel Map Tract No. 85-10-1 filed February 11, 1986  
2 in the office of the County Recorder in the County of Colusa in Book 3 of Parcel Maps at  
3 page 85.

4 A.P. 011-050-003 and  
5 011-050-022

6 **DISTRIBUTION SCHEDULE:**

7 **NAME AND ADDRESS: SHARE:**

8 ALEANDRO SARTI, Trustee of The 100%  
9 ALEANDRO SARTI AND DORIS M.  
10 SARTI 1994 REVOCABLE LIVING TRUST  
11 9301 Laguna Lake Way  
12 Elk Grove, CA 95758


13 7. Any other property of the estate not now known or discovered that may belong to the  
14 estate or in which the decedent or the estate may have any interest shall be distributed to  
15 ALEANDRO SARTI, Trustee of The ALEANDRO SARTI AND DORIS M. SARTI 1994 REVOCABLE  
16 LIVING TRUST.

17 Dated: 11/19, 2008

  
18 JONATHAN LEHAN  
19 JUDGE OF THE SUPERIOR COURT



20 THE FOREGOING INSTRUMENT IS  
21 A CORRECT COPY OF THE ORIGINAL  
22 ON FILE IN THIS OFFICE  
23 DATED 12-01-08

24 ATTEST:  
25 BENJAMIN D. STOUGH  
26 CLERK/ADMINISTRATOR SUPERIOR COURT  
COUNTY OF MENDOCINO, STATE OF CALIFORNIA  
BY   
DEPUTY COURT CLERK

JUDGMENT OF FINAL DISTRIBUTION



CIOS ENCLOSED

2018-1964

Recording requested by (name):  
Robert J. and Donna N. Rossi

Recorded at the request of:  
ROBERT ROSSI

When recorded, mail to  
and mail tax statements to:

05/14/2018 12:49 PM  
Fee: \$98.00 Pgs: 4

Robert J. and Donna N. Rossi

OFFICIAL RECORDS  
Charles M. Meriam, Clerk-Recorder  
Glenn County, CA

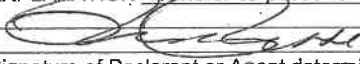
PO Box 1248

Fort Bragg CA 95437

Recorder's Use Only

GRANT DEED

Assessor's Parcel No.: 014-150-016-9 & 014-150-023

DOCUMENTARY TRANSFER TAX \$ 0.00  
EXEMPTION (R&T CODE) 11930  
EXPLANATION Transfer to personal trust  
  
Signature of Declarant or Agent determining tax

For a valuable consideration, receipt of which is hereby acknowledged,

GRANTOR(S) Robert J. Rossi and Donna N. Rossi, husband and wife  
(owners who are signing deed)

(current owner(s) form of title)

hereby grant(s) to GRANTEE(S) Robert J. Rossi and Donna N. Rossi, Trustees of the 1993 Rossi Family  
(new owners, including current owners if staying on title)

PP  
LOR

Trust dated December 30, 1993  
(new owner(s) form of title)

the following real property in the City of unincorporated area, County of  
Glenn, California (insert legal description):

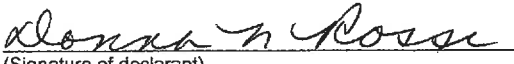
See Exhibit "A" attached hereto and made a part hereof by reference.

Date: 4-11-18

  
(Signature of declarant)

Robert J. Rossi  
(Print name) Robert J. Rossi

Date: 4-11-2018

  
(Signature of declarant)

Donna N. Rossi  
(Print name) DONNA N. ROSSI



2018-1964 1 of 4

**ACKNOWLEDGMENT**

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 )  
County of MENDOCINO )

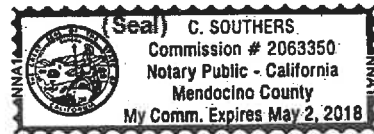
On APRIL 12, 2018 before me, C. SOUTHERS  
(insert name and title of the officer)

personally appeared ROBERT J. ROSSI + DONNA M. ROSSI  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature C. SOUTHERS



2018-1964 2 of 4



## EXHIBIT "A"

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

## TRACT ONE:

The North half of Section Twenty-eight (28), Township Eighteen (18) North, Range Three (3) West, Mount Diablo Base and Meridian, otherwise particularly described as Lots Number 878, 879, 916, 917, 880, 881, 914 and 915 of the Sacramento Valley Irrigation Company's Subdivision of a portion of the Delevan Unit of the Sacramento Valley Irrigation Project, according to the map thereof filed for record in the office of the Recorder of the County of Glenn, State of California on the 9th day of March, 1910, and recorded in Book 2 of Maps, at Page 216, the survey of which was made in 1909 and 1910 by C. W. Levissee, a licensed surveyor, containing 324.8 acres, more or less.

EXCEPTING AND RESERVING thereout and therefrom a right of way for public roads and a right of way for canals, laterals, and ditches as shown upon Field Sheet No. 411, prepared by R. D. Thomas and duly recorded in Glenn County, California, March 5, 1918 in Book 3 of Maps and Surveys, at page 117.

ALSO EXCEPTING THEREFROM that portion deeded to the State of California by deed dated August 8, 1968 and recorded March 20, 1969 in Book 514 of Official Records, at page 37.

EXCEPTING FROM THE ABOVE PARCEL that portion reserved by the Central Pacific Railroad Company in Deed recorded September 20, 1877 in Book L of Deeds, page 542, Colusa County Records, and

ALSO EXCEPTING THEREFROM an undivided one-fourth (1/4) interest in and to all oil, gas, casinghead gas, hydrocarbon substances and other minerals as set forth in that certain Deed from C. Fred Holmes, Inc., a California corporation to Holmes Livestock Company, a limited partnership, dated October 15, 1957 and recorded November 19, 1957 in Book 362 of Official Records, at page 171, in on or which may be produced from the above described property.

ALSO EXCEPTING THEREFROM an undivided 1/4 interest in and to all oil, gas, hydrocarbon substances and other minerals as reserved in Deed from Westover Co., a corporation, to Aad Company, a partnership, dated October 23, 1964 and recorded November 10, 1964 in Book 472 of Official Records, at page 74.



ALSO EXCEPTING THEREFROM, All oil, gas and other hydrocarbon substances, sand gravel, all other minerals and geothermal resources in, under, or produced and saved from the real property, together with such surface rights and rights of entry as are reasonably necessary for the exploration, exploitation, production and marketing of such substances in Deed to Yolo Mineral Resources, a general partnership, recorded July 17, 1990, Glenn County Recorder's File No. 90-3663.

A. P. #014-150-016-9

TRACT TWO:

Lots 882, 883, 884, 885, 911, 912, and 913 of the Sacramento Valley Irrigation Company's Subdivision of a portion of the Delevan Unit of the Sacramento Valley Irrigation Project, according to the map thereof filed for record in the office of the Recorder of the County of Glenn, California, on the 9th day of March 1910; and recorded in Book "2" of Maps, at page 216, the survey of which was made in 1909 and 1910 by C. W. Levissee, a licensed surveyor.

A. P. #014-150-023



**EXHIBIT "A"**  
**LOT ONE**

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

Lots 882, 883, 884, 885, 911, 912 and 913 of the Sacramento Valley Irrigation Company's Subdivision of a portion of the Delevan Unit of the Sacramento Valley Irrigation Project, according to the map thereof filed for record in the office of the Recorder of said County of Glenn, on March 9, 1910, and recorded in Book 2 of Maps and Surveys, at page 216, the survey of which was made in 1909 and 1910 by C.W. Levissee, a licensed surveyor.

EXCEPTING THEREFROM all that portion lying **West** of the following described line:

COMMENCING at the Southeast corner of said Lot 913, being a 1 inch iron pipe, as shown on Book 11 of Maps and Surveys, at Page 97, thence along the South line of said Lot 913, North 89° 50' 55" West, 1329.00 feet, to a 5/8" rebar with plastic cap, stamped LS 8532, and the **True Point of Beginning** of the herein described line;

thence leaving said South line, North 03° 28' 44" West, 322.50 feet;

thence North 00° 16' 29" East, 676.00 feet;

thence North 00° 03' 38" East, 1662.47 feet, more or less, to a point on the North line of said Lot 883, being a 5/8" rebar with plastic cap, stamped LS 8532, and the end of the herein described line.

Subject to easements, covenants, conditions, restrictions, reservations, rights, rights-of-way and other matters of record, if any.

Containing 82.1 acres, more or less.

End of description.



*Thomas E. Harris*

Thomas E. Harris  
Licensed Land Surveyor No. 8532

The Purpose of this description is to effect Lot Line Adjustment No. 2023-\_\_\_\_, as approved by the Glenn County Planning and Community Development Services Agency on \_\_\_\_\_ and that no additional parcels are being created.

Point	Angle	Distance	Northing	Easting	Description
5	N 89°55'45.1" W	1,342.000	2,269,014.35	6,502,011.42	5/8"REBAR
586	S 00°03'38.4" W	1,662.465	2,269,016.01	6,500,669.42	NEW-PARCEL
525	S 00°16'28.7" W	676.000	2,267,353.55	6,500,667.66	NEW-PARCEL
524	S 03°28'44.3" E	322.500	2,266,677.56	6,500,664.42	NEW-PARCEL
523	S 89°50'55.0" E	1,329.000	2,266,355.65	6,500,683.99	NEW-PARCEL
7	N 00°02'01.3" W	2,662.216	2,266,352.14	6,502,012.99	1"IP-OPEN

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Total 7,994.181

Polyline Length: 7994.18  
Polyline Area: 3575711 sq ft, 82 acres



**EXHIBIT "A"**  
**LOT TWO**

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

Lots 882, 883, 884, 885, 911, 912 and 913 of the Sacramento Valley Irrigation Company's Subdivision of a portion of the Delevan Unit of the Sacramento Valley Irrigation Project, according to the map thereof filed for record in the office of the Recorder of said County of Glenn, on March 9, 1910, and recorded in Book 2 of Maps and Surveys, at page 216, the survey of which was made in 1909 and 1910 by C.W. Levissee, a licensed surveyor.

EXCEPTING THEREFROM all that portion lying **East** of the following described line:

COMMENCING at the Southeast corner of said Lot 913, being a 1 inch iron pipe, as shown on Book 11 of Maps and Surveys, at Page 97, thence along the South line of said Lot 913, North 89° 50' 55" West, 1329.00 feet, to a 5/8" rebar with plastic cap, stamped LS 8532, and the **True Point of Beginning** of the herein described line;

thence leaving said South line, North 03° 28' 44" West, 322.50 feet;

thence North 00° 16' 29" East, 676.00 feet;

thence North 00° 03' 38" East, 1662.47 feet, more or less, to a point on the North line of said Lot 883, being a 5/8" rebar with plastic cap, stamped LS 8532, and the end of the herein described line.

Subject to easements, covenants, conditions, restrictions, reservations, rights, rights-of-way and other matters of record, if any.

Containing 169.7 acres, more or less.

End of description.



09-25-2023

*Thomas E. Harris*

Thomas E. Harris  
Licensed Land Surveyor No. 8532

The Purpose of this description is to effect Lot Line Adjustment No. 2023-\_\_\_\_, as approved by the Glenn County Planning and Community Development Services Agency on \_\_\_\_\_ and that no additional parcels are being created.

Point	Angle	Distance	Northing	Easting	Description
586	S 00°03'38.4" W	1,662.465	2,269,016.01	6,500,669.42	NEW-PARCEL
525	S 00°16'28.7" W	676.000	2,267,353.55	6,500,667.66	NEW-PARCEL
524	S 03°28'44.3" E	322.500	2,266,677.56	6,500,664.42	NEW-PARCEL
523	N 89°50'55.0" W	2,665.678	2,266,355.65	6,500,683.99	NEW-PARCEL
505	N 00°00'32.7" E	1,328.297	2,266,362.69	6,498,018.32	SW-911
512	N 89°53'20.0" W	262.600	2,267,690.99	6,498,018.53	LOT
508	N 00°00'32.7" E	1,328.112	2,267,691.50	6,497,755.93	LOT
507	S 89°55'45.1" E	2,913.280	2,269,019.61	6,497,756.15	NW-885

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Total 11,158.933

Polyline Length: 11158.93  
Polyline Area: 7393857 sq ft, 170 acres

# TIMIOS

## PRELIMINARY REPORT

**To:**

HARRIS SURVEYING  
908 6TH ST  
ORLAND CA, 95963-1631  
ATTN: TOM HARRIS

**Title Officer:**

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

**Property Address:**

014-150-023-000  
WILLOWS, CA, 95988

**Title No:**

71-00237901 AMENDMENT

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

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

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

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

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

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

**ALTA STANDARD OWNER'S POLICY 2006**

**ALTA LOAN POLICY 2006**

Issued by: FIRST AMERICAN TITLE INSURANCE COMPANY

Dated as of: May 11, 2023 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:

SEE BELOW

ROBERT J. ROSSI AND DONNA N. ROSSI, TRUSTEES OF THE 1993 ROSSI FAMILY TRUST DATED DECEMBER 30, 1993 AS TO AN UNDIVIDED 1/3 INTEREST; RICHARD L. NELEPOVITZ AND MARISA J. NELEPOVITZ, HUSBAND AND WIFE AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 1/3 INTEREST; AND ALEANDRO SARTI, TRUSTEE OF THE ALEANDRO SARTI AND DORIS M. SARTI 1994 REVOCABLE LIVING TRUST AS TO AN UNDIVIDED 1/3 INTEREST

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

1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2023-2024 THAT ARE A LIEN NOT YET DUE.
2. PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2022-2023.  

1 <sup>ST</sup> INSTALLMENT:	<b>\$2,844.44</b>	PAID 11/21/2022
2 <sup>ND</sup> INSTALLMENT:	<b>\$2,844.44</b>	PAID 11/21/2022
ASSESSMENT NO.:	<b>014-150-023-000</b>	
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 GLENN-COLUSA IRRIGATION DISTRICT AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF.
5. THE LAND HEREIN DESCRIBED LIES WITHIN THE BOUNDARIES OF RECLAMATION DISTRICT NO. 2047 AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF. ANY AND ALL ASSESSMENTS ARE COLLECTED WITH COUNTY TAXES.
6. RESERVATION FOR RIGHTS OF WAY, ETC. IN DEED FROM GLENN-COLUSA IRRIGATION DISTRICT TO E. V. WARREN, DATED AUGUST 7, 1941 AND RECORDED MARCH 14, 1947 IN BOOK 205 OF OFFICIAL RECORDS, AT PAGE 18.
7. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW.  

AMOUNT:	\$165,289.00
DATED:	APRIL 3, 1975
TRUSTOR:	ROSSI TRANSPORTATION, INC.
TRUSTEE:	GLENN COUNTY TITLE COMPANY, A CORPORATION
BENEFICIARY:	EDWIN V. WARREN, JR. AN UNDIVIDED 5/8 <sup>TH</sup> INTEREST; MARY F. CLINE, AN UNDIVIDED 1/8 <sup>TH</sup> INTEREST; JULIA E. BARKER, AN UNDIVIDED 1/8 <sup>TH</sup> INTEREST AND RUTH L. SCHENDERLEIN, AN UNDIVIDED 1/8 <sup>TH</sup> INTEREST
RECORDED:	APRIL 15, 1975 IN BOOK 584 AT PAGE 430 AS INSTRUMENT NO. 1416 OF OFFICIAL RECORDS
8. AN AGREEMENT BY AND BETWEEN ROSSI TRANSPORTATION, INC., FIRST PARTY, AND GLENN-COLUSA IRRIGATION DISTRICT, SECOND PARTY, RECORDED SEPTEMBER 19, 1975 IN BOOK 590 AT PAGE 483 OF GLENN COUNTY OFFICIAL RECORDS.
9. AN AGREEMENT BY AND BETWEEN ROSSI TRANSPORTATION, INC., FIRST PARTY, AND GLENN-COLUSA IRRIGATION DISTRICT, SECOND PARTY, RECORDED APRIL 1, 1976 IN BOOK 597 AT PAGE 490 OF GLENN COUNTY OFFICIAL RECORDS.
10. A NOTICE OF VOLUNTARY MERGER RECORDED DECEMBER 13, 1999 AS INSTRUMENT NO. 1999-6718 OF GLENN COUNTY OFFICIAL RECORDS.
11. FARMLAND SECURITY ZONE CONTRACT REPLACING WILLIAMSON ACT CONTRACT, RESOLUTION NO. 99-174, BY AND BETWEEN ROBERT J. ROSSI AND DONNA M. ROSSI, ET AL, AND COUNTY OF GLENN, A POLITICAL SUBDIVISION, DATED DECEMBER 7, 1999, RECORDED DECEMBER 13, 1999, GLENN COUNTY RECORDER'S FILE NO. 1999-6719.

12. WITH RESPECT TO THE TRUST(S) REFERRED TO IN THE VESTING:
  - A. A CERTIFICATION PURSUANT TO SECTION 18100.5 OF THE CALIFORNIA PROBATE CODE IN A FORM SATISFACTORY TO THE COMPANY.
  - B. COPIES OF THOSE EXCERPTS FROM THE ORIGINAL TRUST DOCUMENTS AND AMENDMENTS THERETO WHICH DESIGNATE THE TRUSTEE AND CONFER UPON THE TRUSTEE THE POWER TO ACT IN THE PENDING TRANSACTION.
  - C. OTHER REQUIREMENTS WHICH THE COMPANY MAY IMPOSE FOLLOWING ITS REVIEW OF THE MATERIAL REQUIRED HEREIN AND OTHER INFORMATION WHICH THE COMPANY MAY REQUIRE.
13. RIGHTS AND CLAIMS OF PARTIES IN POSSESSION.
14. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS ARE SHOWN BY THE PUBLIC RECORDS.
15. EVIDENCE MUST BE PROVIDED THAT THERE ARE NO COMMITMENT STATEMENTS IN EFFECT UNDER CIVIL CODE SECTION 850 ET SEQ. WITH RESPECT TO THE PROPERTY.

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

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

## NOTICE

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

### NOTES:

- A. THE INSURANCE CONTEMPLATED BY THIS TRANSACTION SHALL BE ISSUED IN FAVOR OF TBD ITS SUCCESSORS AND/OR ITS ASSIGNS IN THE AMOUNT OF \$.00 PURSUANT TO A DEED OF TRUST FROM ROBERT J. ROSSI, DONNA N. ROSSI , AND AN OWNER'S POLICY IN THE AMOUNT OF \$.00 PURSUANT TO A DEED EXECUTED BY**
  
- 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 AGRICULTURAL LAND KNOWN AS 014-150-023-000, IN THE UNINCORPORATED AREA, 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.**

**LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATE LYING IN THE UNINCORPORATED AREA, COUNTY OF GLENN, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

LOTS 882, 883, 884, 885, 911, 912, AND 913 OF THE SACRAMENTO VALLEY IRRIGATION COMPANY'S SUBDIVISION OF A PORTION OF THE DELEVAN UNIT OF THE SACRAMENTO VALLEY IRRIGATION PROJECT, ACCORDING TO THE MAP THEREOF FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF GLENN, CALIFORNIA, ON THE 9TH DAY OF MARCH 1910; AND RECORDED IN BOOK "2" OF MAPS, AT PAGE 216, THE SURVEY OF WHICH WAS MADE IN 1909 AND 1910 BY C.W. LEVISEE, A LICENSED SURVEYOR.

APN: 014-150-023-000



