

# 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 / EARLY CONSULTATION

#### 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 Counsel
- Glenn County Planning Commission
- Glenn LAFCO

#### FEDERAL AGENCIES

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- U.S. Department of Agriculture
- U.S. Bureau of Reclamation – Willows
- Federal Aviation Administration
- Federal Communications Commission

#### OTHER

- California Water Service Co. (Chico)
- Sacramento River National Wildlife Refuge
- Comcast Cable (Chico Office)
- Community Services District:
- Pacific Gas and Electric Company (PG&E)
- Fire Protection District: Glenn-Codora
- Glenn County Resource Conservation 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, Office of Mine Reclamation (OMR)
- Department of Conservation, Division of Oil, Gas, and Geothermal Resources
- Department of Fish and Wildlife
- Department of Food and Agriculture
- Department of Air Resource Board (CARB)
- Department Environmental Protection Agency (CalEPA)
- 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
- Cal Recycle
- Northeast Center of the California Historical Resources Information System
- Grindstone Rancheria of Wintun-Wailaki
- Paskenta Band of Nomlaki Indians
- Mechoopda Indian Tribe of Chico Rancheria
- Colusa Indian Community Council Cachi Dehe Band of Wintun Indians

DATE: November 26, 2024

PROJECT: **Conditional Use Permit 2024-004, Carriere/Syntech CF1, LLC  
Advanced Thermal Conversion**

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

APPLICANT: Wayne McFarland  
1625 Broadway Street  
Suite 119  
Fresno, CA 93721  
(815) 513-3363  
[wmcf@syntechbioenergy.com](mailto:wmcf@syntechbioenergy.com)

LANDOWNER: Carriere Family Farms  
1640 State Highway 45  
Glenn, CA 95943  
(530) 934-8200  
[wcarriere@carrierefarms.com](mailto:wcarriere@carrierefarms.com)

ENGINEER: Jason Vine  
1767 Market Street, Suite C1  
Redding, CA 96001  
(530) 526-7493  
[jason@realm-engineering.com](mailto:jason@realm-engineering.com)

**PROPOSAL: Conditional Use Permit 2024-004,  
Carriere/Syntech CF1, LLC Advanced Thermal Conversion**

Conditional Use Permit 2024-004, Carriere/Syntech CF1, LLC Advanced Thermal Conversion (ATC) project will operate on a 24/7 basis to remediate up to 135,000 tons a year of waste walnut shells (WWS) from an existing onsite walnut shelling facility into approximately 1,041,000 MMBtu/year of Renewable Natural Gas (RNG), which will then be compressed into a mobile storage trailer and then transported an existing walnut huller/dryer facility to be injected into a PG&E pipeline. The RNG project, referred to as SynTech CF1 will consist of the following four main operational components:

1. Organic Feedstock to Syngas Conversion
2. Biochar Transfer and Storage Facility
3. Collection of Syngas and Upgrade to Pipeline Quality RNG
4. Pipeline RNG Storage and Transfer Facility

Walnut shells will be moved to the ATC site via an enclosed conveyor system to a secondary waste walnut shell storage building used specifically for the ATC process. The project will draw power from the local utility grid during normal operation. In the case of grid power interruption, a natural gas and/or syngas fueled emergency generator will power essential safety and operational systems until grid power is restored. The biochar byproduct of the ATC process will be approximately 4% by volume of the WWS volume converted or remediated in the process and will be collected in 500 lb. storage containers for storage and shipment. Additional project information is included in the application and documents.

LOCATION: The project is located at 1640 State Route 45, south of the community of Glenn; located on the east side of State Route 45, south of the County Road 52, west of the Sacramento River, and north of County Road 54, in the unincorporated area of Glenn County, California.

- ZONING: "FS-80" Farmland Security Zone
- GENERAL PLAN: "Intensive Agriculture"
- APN: 016-030-011 (96.37± acres), 016-090-016 (145.75± acres)
- FLOOD ZONE: Both project sites are in Flood Zone "A" according to Flood Insurance Rate Map (FIRM) No. 06021C0650D, dated August 8, 2010 issued by the Federal Emergency Management Agency (FEMA). Flood Zone "A" (unshaded) consists of areas subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown. Since the project site is within Flood Zone "A" as designated by FEMA, a Flood Elevation Certificate will be required before issuance of a Building Permit in accordance to Glenn County Code §15.54.

The Glenn County Planning Division is requesting comments on this proposal for determination of completeness, potential constraints, and/or proposed conditions of approval. If comments are not received by **Tuesday, December 17, 2024**, it is assumed that there are no specific comments to be included in the initial analysis of the project. Comments submitted by e-mail are welcomed. Thank you for considering this matter.

**AGENCY COMMENTS:**

Please consider the following:



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

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

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

**APPLICATION FOR CONDITIONAL USE PERMIT**

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

1. Applicant(s)   
Name: Wayne McFarland  
Address: 1625 Broadway Street, Suite 119, Fresno, CA 93721  
Phone: 815-513-3363 E-Mail wmcf@syntechbioenergy.com
  
2. Property Owner(s)   
Name: Carriere Family Farms  
Address: 1640 CA-45 Glenn, CA 95943  
Phone: (530) 934-8200 E-Mail wcarriere@carrierefarms.com
  
3. Engineer/Person who Prepared Site Plan (if applicable):  
Name: Jason Vine  
Address: 1767 Market Street, Suite C1  
Phone: 530.526.7493 E-Mail jason@realm-engineering.com
  
4. Name and address of property owner's duly authorized agent (if applicable) who is to be furnished with notice of hearing (§65091 California Government Code).  
Name: N/A  
Mailing Address: \_\_\_\_\_



Project \_\_\_\_\_

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

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DEVELOPMENT SERVICES AGENCY**  
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**ENVIRONMENTAL INFORMATION FORM**

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

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

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

**I. GENERAL INFORMATION:**

1. Applicant(s):

Name: Wayne McFarland

Address: 1625 Broadway Street, Suite 119, Fresno, CA 93721

Phone: 815-513-3363 E-Mail wmcf@syntechbioenergy.com

2. Property Owner(s):

Name: Carriere Family Farms

Address: 1640 CA-45 Glenn, CA 95943

Phone: (530) 934-8200 E-Mail wcarriere@carrierefarms.com

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

Name: Jason Vine

Address: 1767 Market Street, Suite C1

Phone: 530.526.7493 E-Mail jason@realm-engineering.com

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

Name: N/A

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

5. Existing Use of Property: Walnut hulling, drying, shelling and packaging

6. Request or Proposal:

Conditional Use Permit to operate a renewable energy gasification process that uses the walnut shell waste stream from the walnut shelling facility on the same site.

7. Address and Location of Project: 8106 County RD 54, Glen CA 95943/7693 Highway 162, Willows, CA 95988

8. Current Assessor's Parcel Number(s): 016-030-011, 016-090-016

9. Existing Zoning (<http://gis.gcppwa.net/zoning/>): FS-80

10. Indicate the type of permit(s) application(s) to which this form pertains:

Conditional Use Permit

11. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required:

The project is an approved agricultural use on the site, where it is processing agricultural waste produced on site. However, the project will not be providing power to the existing walnut processing facility on the same site. The project will delivering the power generated to the PG&E grid.

12. List and describe any other related permit(s) and other public approvals required for this project, including those required by city, regional, state, and federal agencies:

See the attached Project Description.

13. List any special studies been prepared for the project site that are related to the proposed project including, but not limited to traffic, biology, wetlands delineation, archaeology, etc?

**II. ENVIRONMENTAL SETTING:**

1. Describe in detail the project site as it exists before the project, including information on topography, soil stability, plants and animals (wetlands, if any), different crops, irrigation systems, streams, creeks, rivers, canals, water table depth, and any cultural historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots or Polaroid photos will be accepted.

Previously used as orchards and walnut shell storage.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Describe the surrounding properties, including information on plants, animals, and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, agricultural, etc.), intensity of land use (one-family, apartment houses, shops, department stores, dairy, row crops, orchards, etc.) Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.

North: \_\_\_\_\_  
\_\_\_\_\_

East: \_\_\_\_\_  
\_\_\_\_\_

North: 8106 County RD 54, Glen CA 95943, Intensive agricultural land use  
surrounding the property.

North: 7693 Highway 162, Willows CA, 95988, Intensive agricultural land  
use surrounding the property.

3. Describe noise characteristics of the surrounding area (include significant noise sources):

Walnut shelling and processing equipment noise. Industrial fans, blowers,  
conveyance equipment.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. SPECIFIC ITEMS OF IMPACT:**

1. Drainage:

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

~~To be handled by existing drainage system at the site already installed.~~  
\_\_\_\_\_  
\_\_\_\_\_

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

No.  
\_\_\_\_\_  
\_\_\_\_\_

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

No.  
\_\_\_\_\_  
\_\_\_\_\_

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

No.  
\_\_\_\_\_  
\_\_\_\_\_

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

No.  
\_\_\_\_\_  
\_\_\_\_\_

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

2. Water Supply:

(a) Indicate and describe source of water supply (domestic well, irrigation district, private water company):

~~Will use existing supply already on-site.~~  
\_\_\_\_\_  
\_\_\_\_\_

(b) Will the project require the installation or replacement of new water service mains?

no.  
\_\_\_\_\_  
\_\_\_\_\_

3. Liquid Waste Disposal:

(a) Will liquid waste disposal be provided by private on-site septic system or public sewer? \_\_\_\_\_

Private on-site septic

(b) If private on-site septic system, describe the proposed system (leach field or seepage pit) and include a statement and tests explaining percolation rates, soil types, and suitability for any onsite sewage disposal systems:

leach field

(c) Will any special or unique sewage wastes be generated by this project other than normally associated with resident or employee restrooms?

Industrial, chemical, manufacturing, animal wastes? (Please describe)

None

(d) Should waste be generated by the proposed project other than that normally associated with a single family residence, Waste Discharge Requirements may be required by the Regional Water Quality Control Board.

Only waste discharge will be from office building into a septic system.

4. Solid Waste Collection:

(a) How will solid waste be collected? Individual disposal, private carrier, city?

Private carrier

5. Source of Energy:

(a) What is the source of energy (electricity, natural gas, propane)?:

Electricity  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) If electricity, do any overhead electrical facilities require relocation? Is so, please describe:

No  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) If natural gas, do existing gas lines have to be increased in size? If yes, please describe:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) Do existing gas lines require relocation? If yes, please describe:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Fire Protection:

(a) Indicate number and size of existing and/or proposed fire hydrants and distance from proposed buildings:

See supplied site plans  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Indicate number and capacity of existing and/or proposed water storage facilities and distance from proposed buildings:

See supplied site plans  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1. Number and sizes of existing and proposed structures:

\_\_\_\_\_  
\_\_\_\_\_  
New proposed structures 4: Office building 1250sqft, Flat storage 22500sqft,  
Processing site 68,080sqft, pipeline injection site 11,250sqft  
\_\_\_\_\_

2. Square footage

(structures) 103,080 S.F.; 423,950 S.F.  
(New) (Existing)

3. Percentage of lot coverage: \_\_\_\_\_

4. Amount of off-street parking provided: 15 spcaes

5. Will the project be constructed in phases? If so, please describe each phase briefly:

Yes, CF1 and CF2 phases. More detail explanation available in project  
description document.  
\_\_\_\_\_  
\_\_\_\_\_

6. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. If commercial, indicate type, estimated employment per shift, days and hours of operation, estimated number of daily customers/visitors on site at peak time, and loading facilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. If industrial, indicate type, estimated employment per shift, and loading facilities:

Construction jobs 100-200. Permanent direct Jobs 35-45. Permanent  
indirect 120-240. More detail available on page 8 of project description.  
\_\_\_\_\_  
\_\_\_\_\_

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

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10. List types and quantities of any hazardous or toxic materials, chemicals, pesticides, flammable liquids, or other similar product used as a part of the operation and storage container sizes:

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*Submit Material Safety Data Sheets (MSDS) for any proposed hazardous materials. If hazardous materials are proposed, it is recommended that the applicant contact the Air Pollution Control District/CUPA for permitting requirements.*

11. Describe any earthwork (grading) to be done and dust control methods to be used during construction:

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12. Describe any potential noise or vibration sources associated with the project (i.e. compressor, machine noise, heavy equipment).

While site will have compressors and auger motors it will not exceed the existing noise and vibration already on-site.

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13. Describe source, type, and amount of air pollutant emissions (smoke, odors, steam, gases, water vapor, dust, chemicals) from the project. Describe what methods would be used to reduce emissions:

Water vapor and backup power generation equipment, NG or propane generators and respective emissions. These emissions are catalytic control by generators regulations.

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**V. CERTIFICATION:**

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

Date: October 10, 2024 Signature: \_\_\_\_\_

For: Syntech Energy Services

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

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

**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: Wayne McFarland

Print: Wayne McFarland

Date: October 10, 2024

Address: P.O. Box 107 Morris, IL 60435

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

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

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

Property Owner(s):

Signed: William D. Carriere

Print: William D. Carriere

Date: October 10, 2024

Address: 1640 State Highway 45, Glenn, CA 95943

## TABLE OF CONTENTS

I. Executive Summary .....	2
II. SynTech CF1, LLC (“CF1”).....	3
III. Project Detail .....	4
Step 1. Organic Feedstock to Syngas Conversion .....	4
Step 2. Biochar Transfer and Storage Facility .....	6
Step 3. Collection of Syngas and Upgrade to Pipeline Quality RNG .....	7
Step 4. Pipeline Grade RNG.....	7
IV. Emergency Conditions and Site Mitigation Plan .....	8
V. Significant Environmental and Economic Benefits .....	8
a. Economic Benefits for the Glenn County Region.....	8
b. Environmental Benefits for the Glenn County Region .....	9
c. Benefits to Host Site Provider.....	9
d. Expansion Possibilities .....	9
e. Truck Traffic Impact.....	10
VI. Other Permits Required .....	12
APPENDIX “A” .....	13
APPENDIX “B”.....	14
APPENDIX “C”.....	15
APPENDIX “D” .....	16

# **CARRIERE/SynTech CF1, LLC ADVANCED THERMAL CONVERSION**

## **PROJECT DESCRIPTION**

### **I. EXECUTIVE SUMMARY**

The applicant, SynTech CF1, LLC, an Illinois limited liability company (“CF1”) registered to do business in California, is proposing a project in the County of Glenn, that will convert an agricultural waste (waste walnut shells, “WWS”) into Renewable Natural Gas (“**Renewable Natural Gas**”, also known as “RNG”), which will be injected into a PG&E pipeline, to be sold to third party purchasers. The RNG project, referred to as SynTech CF1 (sometimes referred to as “**Project**” or “**CF1**”) will consist of the following four main operational components; each component being particularly described in Section III below:

- i. Organic Feedstock to Syngas Conversion
- ii. Biochar Transfer and Storage Facility
- iii. Collection of Syngas and Upgrade to Pipeline Quality RNG
- iv. Pipeline RNG Storage and Transfer Facility

The Advanced Thermal Conversion (ATC<sup>1</sup>) process used in this project was developed by and is proprietary to an affiliate entity of CF1. While a form of gasification, SynTech’s proprietary ATC technologies and processes rely on rigid and precise control throughout the entire process, another aspect of SynTech’s proprietary IP, technology and process, which allows the system to maintain significantly higher operating temperatures than traditional gasification types. This results in an ability to produce an ultra-clean and virtually tar-free Syngas of much higher quality than traditional gasification, pyrolysis and other less evolved technologies.

It is the high quality of this Syngas<sup>2</sup> which allows SynTech to upgrade it directly to RNG ready for pipeline injection. The ATC process technology proprietary to SynTech is commonly known as “BioMax®. SynTech has over 126,000 commercial operating hours on these systems, to date, most of which have historically been accumulated in California meeting even California’s stringent environmental emission requirements.

The WWS will be fed into the BioMax® ATC Systems, where it will be converted to Syngas via the ATC process, and to RNG in a secondary methanation process, also proprietary to SynTech, commonly known as LiquiMax®. The RNG is then processed by separating out carbon dioxide and other impurities to produce RNG meeting PG&E pipeline quality standards. The RNG is then tested, metered and compressed to inject into a RNG mobile storage trailer, which is then transported 4.5 miles to the Carriere Drying and Hulling facility. There the RNG is again tested, metered, compressed to pipeline pressure and injected into the PG&E pipeline distribution system.

The only byproduct of the ATC process will be high value biochar that will be stored and transferred to another site to produce Graphene and other carbon-negative industrial materials and agricultural products. The biochar volume will be approximately 4% by volume of the WWS volume converted or remediated in the process and will be collected in 500 lb. storage containers for storage and shipment. Biochar produced by the BioMax® process is completely organic, non-toxic and is transferred into sealable storage containers via an enclosed conveyance system.

CF1 will draw power from the local utility grid during normal operation. In the case of grid power interruption, a natural gas and/or syngas fueled emergency generator will power essential safety and operational systems until grid power is restored. The project will produce no waste which needs to be transported, landfilled or sent out for other methods of disposal.

The project site is strategically located near a utility interconnection and the source of the organic feedstock (WWS). WWS will be provided to the BioMax® ATC process from the adjacent Carriere Family Farms walnut processing facility and waste shell storage building. Walnut shells will be moved to the ATC site via an enclosed conveyor system to a secondary waste walnut shell flat storage building used specifically for the ATC process. All organic agricultural waste streams (WWS) will be sourced from walnut growers in the area. See the attached site plan (*Appendix A, Phase 1 Site Plan*). [Note: All process infrastructure, including RNG mobile storage trailer infrastructure, will be placed on the four-acre site located adjacent to and north of the existing Carriere Family Farms walnut shelling facility.] The RNG from the Upgrade Facility will be injected into mobile storage trailers and moved 4.5 miles to an approved utility gas pipeline interconnection point. PG&E Interconnection Application is still being reviewed, but the initial study has identified PG&E line L172A as a pipeline with sufficient capacity for the RNG volumes produced in this project. That pipeline crosses the Carriere Hulling and Drying facility property, which will be utilized as the injection site. CF1 will locate and build a RNG decanting and injection station on this site.

CF1 proposes a Site Plan Review for this project.

## II. SYNTECH CF1, LLC (“CF1”)

CF1 is a wholly owned project Special Purpose Vehicle (“SPV”) subsidiary of SynTech Holdings, LLC (“SynTech”), a privately held Illinois limited liability company located at 711 Briar Lane, Morris, IL 60450. SynTech is focused on the development of solid waste to renewable and sustainable clean energy projects which provide a sustainable, practical and economically sound path to remediation of agricultural solid waste materials and reduction of carbon pollution. CF1 is registered to do business in California at 1625 Broadway Street, Suite 119, Fresno, CA 93721. CF1 is presently actively developing renewable energy projects that focus on their patented BioMax® ATC and LiquiMax® Advanced Sustainable Fuels processes, producing valuable, sustainable products such as:

- I. Pipeline quality RNG production by means of SynTech’s patented BioMax® ATC process and a secondary but equally proprietary LiquiMax® methanation process, and commercially proven gas separation and purification processes.
- II. Production of other renewable energy and organic carbon products, which include Syngas, electricity, Sustainable Aviation Fuel (SAF), Green Hydrogen (“GH2”) and high value biochar that is upgraded to marketable graphene or other industrial and agricultural products.

SynTech’s project opportunities involve the utilization of SynTech’s BioMax® ATC process with various other organic agricultural raw materials that are classified as waste streams that are substantial in quantities, dependable in their availability and can be acquired with consistent quality, that will efficiently convert to RNG and high value biochar that will be upgraded to valuable graphene or other industrial and agricultural products.

CF1 has successfully entered long-term (10 years) supply agreements with United Energy Trading for the entire production from the CF1 Facility.

### III. PROJECT DETAIL

CF1 proposes to permit, fund, construct and operate the CF1 ATC and RNG Facility as a “pipeline quality” (PG&E Rule 21 compliance) renewable natural gas (“**RNG**”) production facility in Glenn County, California. All the project facilities will operate on a 24/7 basis, producing noise levels of no more than 85 dBA on the industrial noise scale, within 10 meters of the BioMax® process. This is comparable to existing noise levels at both project sites. This project will process solid organic waste feedstock in the form of WWS produced as a waste stream from the adjacent Carriere Family Farms walnut processing facility in Glenn. The process of converting organic feedstock is as follows:

#### Step 1. Organic Feedstock to Syngas Conversion

*BioMax® ATC Facility.*

CF1 will construct and operate a co-located ATC facility designed and engineered to accept and process agricultural solid waste products, in the form of WWS produced by the processing of locally grown walnuts at the adjacent Carrier Family Farms walnut shelling facility. The ATC Facility will be built in two phases (see **APPENDIX A and B**), the ATC process is illustrated in **APPENDIX**

C. The ATC facility will utilize SynTech's patented and proprietary BioMax® (further explained in footnote <sup>1</sup>) technology to produce a Syngas product<sup>2</sup>.

The ATC Facility, when at full scale, will remediate up to approximately 135,000 tons of Organic Feedstock (WWS) yearly to produce approximately 1,041,000 MMBtu/year (MMBtu = one million British Thermal Units) of renewable natural gas. The WWS will come from the adjacent Carriere Family Farms walnut shelling facility. The walnuts from which those waste walnut shells are produced are all grown within a short proximity of the Carriere shelling operation. The Organic WWS Feedstock will be presorted and processed by Carriere to provide a suitable organic feedstock to process prior to the WWS entering the CF1 shell storage building on our project site. All WWS received will be tested and confirmed to meet Organic Feedstock product specifications, as guaranteed by the feedstock supplier, prior to usage at the ATC Facility.

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<sup>1</sup> **Advanced Thermal Conversion (ATC)** - SynTech's BioMax® system employs advanced thermochemical conversion (ATC) technology to transform solid agricultural, forest, and other waste materials like nut shells and wood into a combustible Syngas, known as producer gas. This process takes place in a low-oxygen, meticulously controlled, high-temperature environment, where biomass undergoes high heat, releasing carbon and hydrogen compounds as gases. The resulting Syngas is then cooled and conditioned before being directed to an internal combustion reciprocating engine, generating power for the CF1 facility, and to SynTech's proprietary LiquiMax® Advanced Sustainable Fuels components for further refinement into renewable natural gas (RNG), ensuring environmentally friendly operations. BioMax® distinguishes itself from biomass incineration/combustion, where all combustible biomass materials are consumed in a single combustor, converting them into heat and non-combustible gases using ample air for complete oxidation. Typically, biomass combustion leads to emissions such as nitrogen oxides, volatile organic compounds (VOCs), smoke, and particulates due to challenges in controlling solid fuel combustion. However, BioMax® mitigates these issues through its design and control systems, producing virtually tar-free Syngas (producer gas) in a closed-loop system that complies with all relevant California environmental emission regulations.

<sup>2</sup> **SYNGAS** – The gas product resulting from the ATC process is commonly referred to as Syngas. Its composition typically includes hydrogen, carbon monoxide, carbon dioxide, methane, nitrogen, and water vapor, with proportions varying depending on the biomass and the gasification or ATC method utilized. Following the ATC process, Syngas undergoes nominal gas cooling and conditioning to eliminate residual particulates, sulfur compounds, and other trace substances. Subsequently, it is directed to engine/generators to generate power for the entire facility, enabling grid independence and alleviating strain on the local utility grid. The primary Syngas output is further refined to produce renewable natural gas (RNG), which undergoes separation and purification in the final gas upgrade system to meet Rule 21 pipeline injection standards.

## TYPICAL SYNTECH ATC FACILITY



The tested and delivered Organic Feedstock products will be directed to their specially designed receiving and storage/feed systems. The solid Organic Feedstock products are moved from the flat shell storage building into feedstock silos that hold three days of processed feedstock. The Organic Feedstock is then moved from the feedstock silos into the BioMax® ATC process. As the advanced thermochemical conversion process occurs, the gases liberated from the feedstock (Syngas) move into the secondary methanation process and are reformed into RNG. The residual solids from the ATC process (biochar) exit the bottom of the reactor and are conveyed into storage containers that are fully enclosed and held onsite until transfer to other locations for upgrade to graphene or other industrial and agricultural products.

### Step 2. Biochar Transfer and Storage Facility

#### *Biochar Facility*

After the ATC process, the remaining solid material is a product commonly known as biochar. Biochar is a high carbon content, high surface area material that has a variety of uses and is high in value.

Biochar from the ATC process is transferred from the BioMax® equipment through an enclosed auger system to storage containers that include a high temperature foil liner inside of a hard storage and shipping container. These containers will normally be filled to about 500 lbs. of biochar, then sealed and moved from the production location to a storage area on site. While in storage, the containers remain sealed to protect them from the elements. At full production capacity for this site, the units should produce just under 30,000 lbs./day of biochar, or about 15 tons per day. Since this material is

intended to supply other processes at other locations, storage at this site is intended to be short term and should not be longer than is required to complete quantities necessary for full truckload shipment. At full production, that is expected to be 1-2 days. 100% of the biochar produced at this site will be shipped to other locations.

Uses of SynTech produced biochar, which has been branded “SynChar” due to its carbon density, extreme surface area and adsorption capacity and other characteristics, include the manufacture of Graphene, graphite, activated carbon, carbon black, and other valuable industrial and agricultural materials and supplies. Biochar is also valuable as a soil amendment, adding nutrients to soils and enhancing soil water retention characteristics through its high surface area.

### **Step 3. Collection of Syngas and Upgrade to Pipeline Quality RNG**

#### *Syngas and RNG Upgrade Facility*

Syngas produced in the ATC process passes through filtration and conditioning equipment to remove any residual particulates, sulfur compounds or other unwanted trace compounds prior to moving to the secondary LiquiMax® methanation (RNG) process. LiquiMax® uses a proprietary catalyst technology to reform the syngas to RNG. State of the art membrane technology will then be utilized to remove carbon dioxide, and any other unwanted compounds from the gas stream to provide an RNG stream meeting Utility pipeline quality standards. The gas exiting the ATC and methanation processes is approximately 50% RNG. Carbon dioxide and other gas constituents not converted to RNG are recirculated in the process for further conversion or may be consumed in backup power generation.

### **Step 4. Pipeline Grade RNG**

#### *Pipeline Injection*

The Project will produce approximately 2,850 MMBtu/day of RNG meeting PG&E’s Pipeline Rule 21 specifications. The Syngas product, produced by the BioMax® process will be delivered to the LiquiMax® methanation (RNG) process via piping, located on the same site as the BioMax® process.

The RNG will be directed through a pressure regulation temporary gas storage vessel. Once in the gas storage vessel the pipeline quality RNG will be tested and certified to meet Rule 21 specifications, then compressed and injected into a mobile storage trailer that will move the RNG to the CF1 RNG compression and injection station located at 7693 Highway 162, Carriere Family Farms Drying and Hulling facility. This site provides an interconnection point on PG&E’s system that will be located on PG&E’s Line 172A, which runs through the Carriere Drying and Hulling property. This site is illustrated in **APPENDIX D**.

Once at the interconnection point, the RNG will be compressed to meet Utility Pipeline injection standards that include a suggested maximum average operating pressure of 800 pounds. If needed, the RNG Rule 21 product will be directed to a gas chilling heat exchanger after exiting the

compressor station to ensure the temperature is from 60 – 100 degrees Fahrenheit. The Rule 21 RNG product will then be injected into the PG&E natural gas pipeline via a short high pressure gas line that will transfer the RNG from Syntech’s injection station to PG&E’s injection and transfer infrastructure. (“High Pressure Biomethane Pipeline”).

**IV. Emergency Conditions and Site Mitigation Plan**

**Fire Prevention:** The site will be provided with on-site fire protection per instructions of the Fire Marshal. Roadways will be provided for fire truck access to the site.

**RNG Injection Interruption:** At the RNG production site, located at the Carriere shelling facility, the ATC process is a thermochemical process and can be shut down immediately. Shut down may be required in the case of a utility interconnection interruption due to our RNG not meeting the PG&E Rule 21 requirement or some other process infrastructure failure. Fugitive gas in the process will be consumed through the on-site power generation, while the sales gas (RNG) will remain in the low-pressure pipelines for future transfer to the Utility interconnection point at the Carriere Drying facility. Backup power at the site will provide for the compression necessary for the storage trailers, until they can be moved to the injection site.

In the case of RNG injection interruption at the Utility injection site, the RNG will move to an alternative injection site located in Ceres, California, roughly 160 miles south of the Carriere Drying facility. Possible causes of interruption would include infrastructure failure (e.g. compressor or other equipment failure) or power interruption.

**V. SIGNIFICANT ENVIRONMENTAL AND ECONOMIC BENEFITS**

The Project is poised to significantly improve the economic landscape and environmental state of Glenn County, bolstering its agricultural sector.

**a. Economic Benefits for the Glenn County Region**

The SynTech CF1 ATC project will provide a boost to the local economy by providing the following projected increase in jobs:

**PROJECTED JOB CREATION OF PROJECT & FUTURE SITES**

<b>JOB TYPES</b>	<b>NUMBER OF JOBS</b>
<b>Construction Jobs</b>	<b>100-200</b>
<b>Permanent Direct Jobs (On-site)</b>	<b>35-45</b>
<b>Permanent Indirect Jobs</b>	<b>120-240</b>
<b>Permanent Admin. &amp; Management Jobs (Off-site)</b>	<b>2-4</b>
<b>Potential Duplicate Opportunity Sites</b>	<b>8-12</b>

Table 1- Projected Job Creation Table

**b. Environmental Benefits for the Glenn County Region**

The most significant environmental benefits are immediate and significant reduction in site-specific, local and regional carbon footprints. The benefits are the product of the reductions in methane emissions and transportation emissions resulting from the need to transport the WWS shell to distant, less environmentally efficient disposal sites, which might include burning, combustion, composting, landfilling, or natural decay. By converting Carriere’s waste walnut shell into RNG, it eliminates any possibility of the waste stream going to landfill, additionally, this will significantly reduce the total number of travel miles per truck trip from 400 total miles to 9 miles. Additionally, the RNG produced from this project will be used to fuel transportation in various forms, possibly including the production of renewable power for the charging of electrical vehicles within the State of California and/or sold into local, regional and/or international renewable energy markets, all of which represent a major environmental benefit from the SynTech CF1 project. The California agricultural industry is growing and doing so in a sustainable manner. California agricultural producers are subject to the most stringent environmental regulations in the U.S. Agriculture in California has been recognized as a model in the industry, all driven by engaged local lead agencies who understand the needs of their community and environment. The CF1 project furthers each of the goals and mandates of California and its lead agencies in this area.

**c. Benefits to Host Site Provider**

The partnership between SynTech CF1 and Carriere Family Farms promises substantial benefits for the latter in various dimensions. Foremost among these advantages is the elimination of the need to transport waste walnut shells (WWS) to off-site locations for remediation. With the project situated directly adjacent to Carriere’s existing walnut processing facility where the waste is generated, Carriere Family Farms stands to reap significant savings by circumventing transportation costs, mitigating truck congestion, and reducing the carbon footprint associated with transportation activities, as well as any costs required to dispose of the WWS in landfills or other disposal options. This localized approach not only streamlines operations but also enhances Carriere's environmental sustainability efforts, aligning with its commitment to responsible stewardship of resources. By minimizing logistical complexities and optimizing resource utilization, Carriere Family Farms can focus on core agricultural activities while enjoying the economic and environmental benefits afforded by this collaborative venture.

**d. Expansion Possibilities**

Indeed, the ample supply of waste walnut shells (WWS) from Carriere Family Farms sets a solid foundation for the success of the CF1 project. With the current stockpile and ongoing production of WWS exceeding the project's requirements, CF1 enjoys a robust and sustainable source of feedstock, ensuring operational viability and longevity. Moreover, the project holds promising prospects for expansion, leveraging the potential to collaborate with neighboring farming and/or nut processing operations. By extending the benefits of RNG production to other farms and processors in the surrounding area, CF1 not only strengthens its regional partnerships but also fosters a collaborative ecosystem centered on sustainable waste management and renewable energy production. This inclusive

approach not only enhances the project's economic resilience but also amplifies its positive impact on the local agricultural community and the broader environment. As CF1 explores avenues for growth and collaboration, it emerges as a beacon of innovation and sustainability in the agricultural landscape, driving positive change and fostering resilience in the face of evolving energy and environmental challenges.

As our projects grow, start running smoothly, and prove successful, they'll naturally pave the way for expansion. Our timeline goal is simple: as things progress, we aim to keep growing. Below is a target timeline for expansion in the area:

1. CF1, a 24-unit RNG project
  - a. Start date: in process.
  - b. Begin manufacture date: beginning Q3, 2024
  - c. Equipment delivery date:
    - i. Starting: end of Q4, 2024
    - ii. Completed: mid of Q2, 2025
  - d. Substantial Completion/Commissioning date: beginning Q2, 2025
  - e. Commercial Operating date: Q3, 2025
  
2. CF2, a 24-unit RNG project
  - a. Start date: Q4, 2024
  - b. Begin manufacture date: beginning of Q1, 2025
  - c. Equipment delivery date:
    - i. Starting: beginning of Q2, 2025
    - ii. Completed: beginning of Q3, 2025
  - d. Substantial Completion/Commissioning date: Q4, 2025
  - e. Commercial Operating date: end of Q4, 2025

e. Truck Traffic Impact

Another significant benefit of the CF1 and CF2 projects will be the reduction of truck traffic in the area, along with a substantial decrease in CO2 emissions. Currently, Carriere Farms alone transports 460 truckloads of waste (WWS) annually, covering distances up to 400 miles (round trip) for disposal. This figure is expected to double in the coming years. Including other WWS producers in the area, the total WWS output will necessitate 2,920 truckloads each year, resulting in 1,889 Tons of CO2 emissions just for transportation to disposal sites.

Once the CF1 project is fully completed, the current 584,000 truck miles will be replaced by just 9,855 miles driven by electric trucks powered by renewable energy, resulting in zero emissions.

With the completion of the 2<sup>nd</sup> phase of this project (CF2) project, the improvements will be even more significant. CF1 & CF2 will handle the equivalent of 6,000 truckloads per year, which would have otherwise produced 3,881 Tons of CO2 from 2.4 million miles driven annually. This will be reduced to just 19,710 miles, all with zero emissions. The table below shows the contrast between current operations using diesel trucks to the new operation with electric trucks.

Projects		Truck Loads	Distance Traveled Per Truck	Total Distance Traveled	Total Carbon Emissions Tons
CF1	Carriere Today	460	400	92,000	298
	Carriere 2025 Projection	920	400	184,000	595
	Surrounding area	2,000	400	400,000	1,294
	<b>Total</b>	<b>2,920</b>	<b>400</b>	<b>584,000</b>	<b>1,889</b>
	<b>Electric Trucks Carrying RNG</b>	<b>1,095</b>	<b>9</b>	<b>9,855</b>	<b>0</b>
CF1 & CF2	Equivalent Truck Loads	6,000	400	2,400,000	3,881
	Electric Trucks Carrying RNG	2,190	9	19,710	0

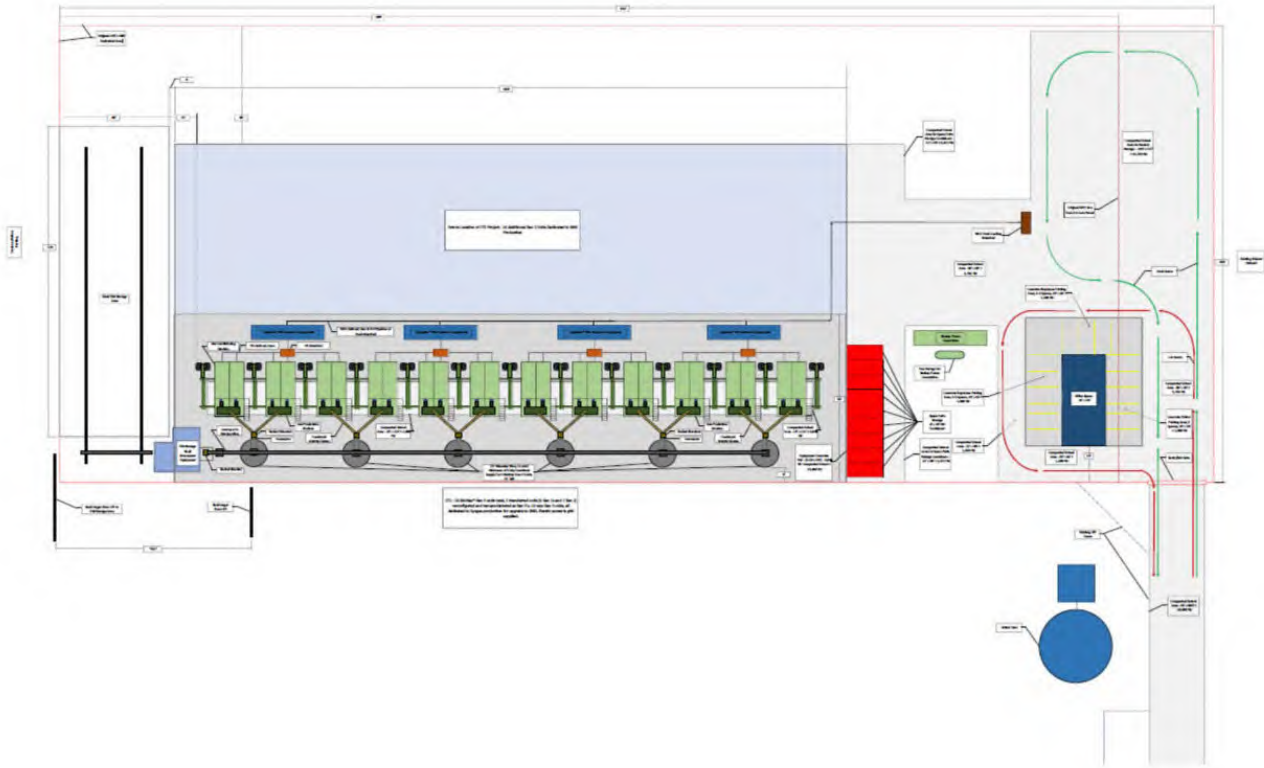
Table 2: Comparing truck trips of WWS vs RNG Electric Trucks

## VI. OTHER PERMITS REQUIRED

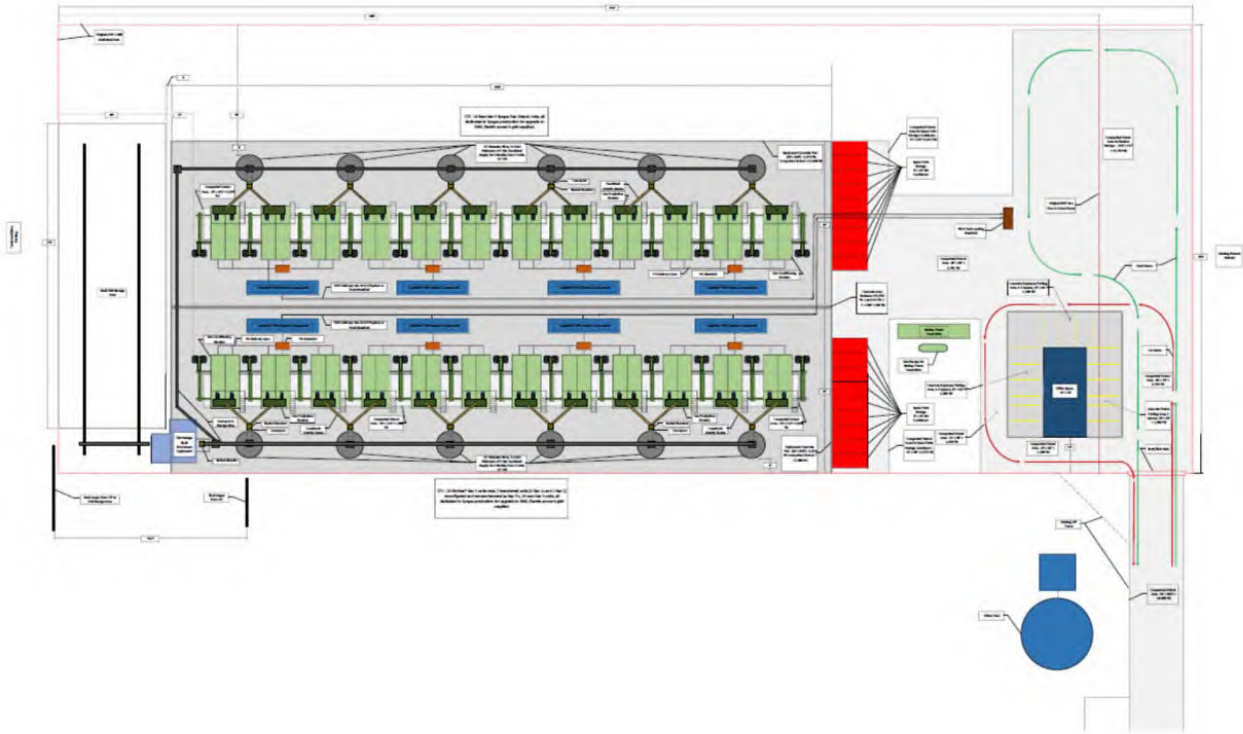
Several agencies will be involved in the permitting and approval of the SynTech CF1 facility. A preliminary list of the agencies, and the permits and approvals required for the facilities, are summarized below.

PERMIT TYPE	AGENCY	TIMING TO PREPARE AND FILE	TIMING TO PROCESS AND APPROVE	DOCUMENTS	RESPONSIBILITY
<b>Table 2- Permit Process</b>					
<b>NTP PERMITS</b>					
<b>Authority to Construct Air Permit (ATC)</b>	Glenn County APCD	3-4 months	3-6 months	Project Operational Statement, GCAPCD Application, Air Emission Calculation Table, See Checklist	FCR
<b>Conditional Use Permit*</b>	County of Glenn (Lead Agency)	1 month		Project Operational Statement, Development Application, Environmental Review Checklist	FCR
<b>CEQA Review - if Mitigated Negative Declaration (MND) Required</b>		4-6 months	2-4 months	Initial Study, Site Drawings, Signage & Landscape Plan	FCR
<b>CEQA Review -if Environmental Impact Report (EIR) Required</b>		6-10 months	2-4 months	TBD	FCR
<b>Solid Waste Permit</b>	Glenn County Environmental Health	2-4 months	4-6 months	Application Package	FCR
<b>Pipeline Interconnect Permit</b>	PGE	6-8 months	3-4 months	TBD	FCR
<b>Waste Discharge Requirement (WDR) Permit</b>	North Coast Regional Water Quality Control Board	3-4 months	3-6 months	Form 200	FCR
<b>EPC-CONSTRUCTION (Post Financing/Pre-Construction)</b>					
<b>Storm Water Pollution Prevention Control Permit</b>	North Coast Regional Water Quality Control Board	<30 days after application	<30 days after application	Grading Plan and SWPP Plan, Application	FCR/EPC
<b>Grading Permit</b>	County of Glenn (Lead Agency)	<30 days after application	<30 days after application	Application, Grading Plan, SWPP, Inspection	FCR/EPC
<b>Building Permit (can be split to foundation vs. building permits if needed)</b>	County of Glenn, Fire Department	3-4 months	3-4 months	Application, Structural Drawings, Site Layout with fire protection systems	FCR/EPC

APPENDIX "A"  
SITE LAYOUT CF1, PHASE 1

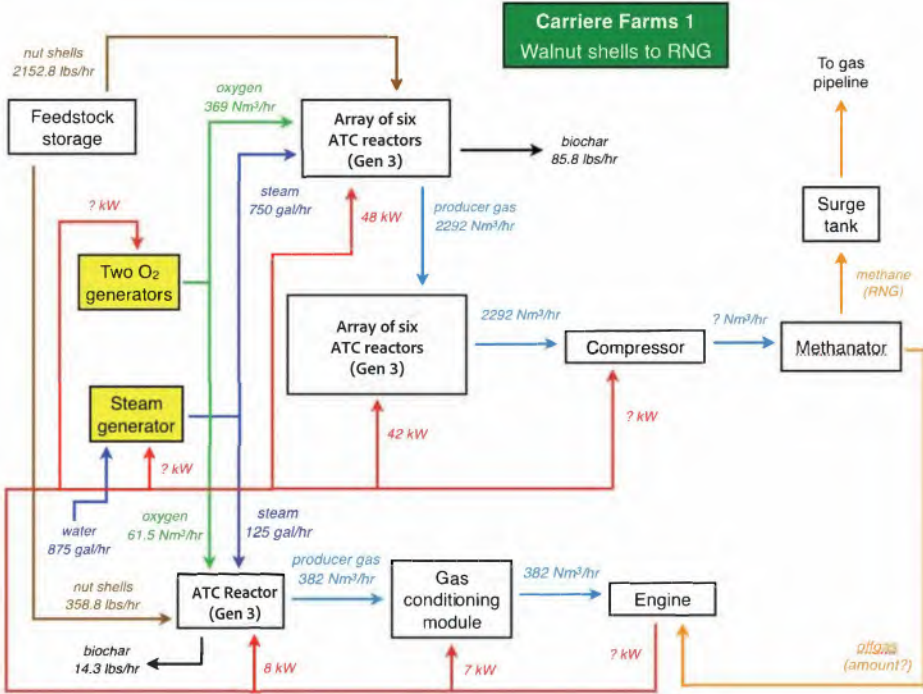


APPENDIX "B"  
SITE LAYOUT CF2, PHASE 2

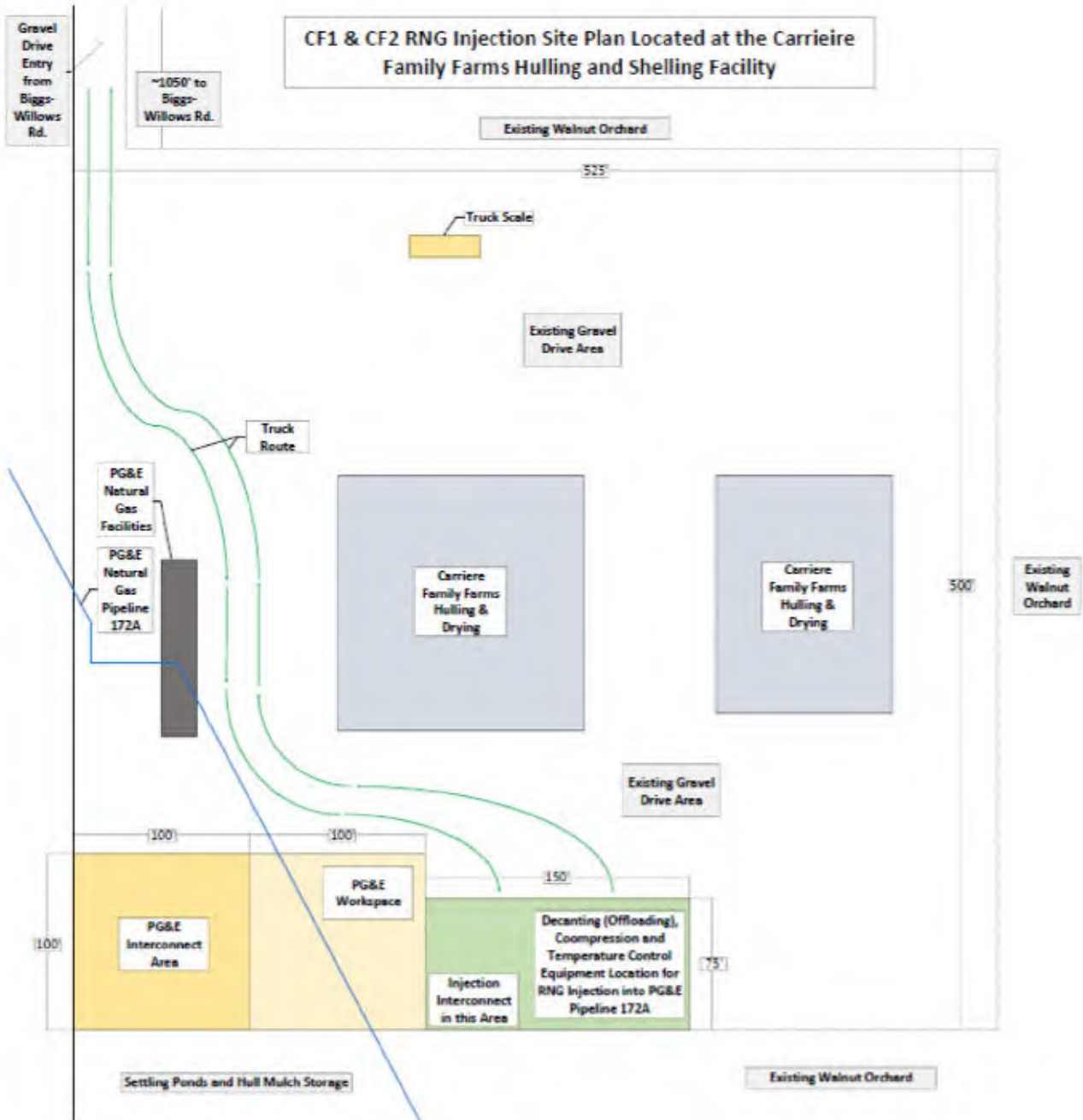


# APPENDIX "C"

## ATC RNG PROCESS DIAGRAM



APPENDIX "D"  
SITE PLAN





## PRELIMINARY REPORT

**To:**

CHICAGO TITLE COMPANY  
2220 DOUGLAS BLVD., SUITE 190  
ROSEVILLE, CA 95661  
ATTN: KARISA D. LYKE

**Title Officer:**

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

ESCROW NO: FSJP-6062400268

**Property Address:**

1640 STATE HIGHWAY 45  
GLENN, CA, 95943-9649

**Title No:**

71-00241392

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 2021**

**ALTA LOAN POLICY 2021**

Issued by: FIRST AMERICAN TITLE INSURANCE COMPANY

Dated as of: Feb 23, 2024 at 8:00 a.m.

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

A LEASEHOLD ESTATE

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

CARRIERE LAND, LLC

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 2024-2025 THAT ARE A LIEN NOT YET DUE.
2. PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2023-2024.

1 <sup>ST</sup> INSTALLMENT:	<b>\$3,827.26</b>	PAID 12/08/2023
2 <sup>ND</sup> INSTALLMENT:	<b>\$3,827.26</b>	DUE 04/10/2024
ASSESSMENT NO.:	<b>016-030-011-000</b>	

1 <sup>ST</sup> INSTALLMENT:	<b>\$3,294.42</b>	PAID 12/08/2023
2 <sup>ND</sup> INSTALLMENT:	<b>\$3,294.42</b>	DUE 04/10/2024
ASSESSMENT NO.:	<b>920-000-114-000</b>	
FEE NO.:	<b>016-030-011-000</b>	

1 <sup>ST</sup> INSTALLMENT:	<b>\$24,154.08</b>	PAID 12/08/2023
2 <sup>ND</sup> INSTALLMENT:	<b>\$24,154.08</b>	DUE 04/10/2024
ASSESSMENT NO.:	<b>920-000-115-000</b>	
FEE NO.:	<b>016-030-011-000</b>	

1 <sup>ST</sup> INSTALLMENT:	<b>\$16,684.97</b>	PAID 12/08/2023
2 <sup>ND</sup> INSTALLMENT:	<b>\$16,684.97</b>	DUE 04/10/2024
ASSESSMENT NO.:	<b>920-000-167-000</b>	
FEE NO.:	<b>016-030-011-000</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 PROPERTY HEREIN DESCRIBED LIES WITHIN MAINTENANCE AREA NO. 2 AND IS SUBJECT TO ASSESSMENTS LEVIED IN CONNECTION THEREWITH. SUCH ASSESSMENTS ARE PAYABLE WITH COUNTY TAXES.
5. THE LAND HEREIN DESCRIBED LIES WITHIN THE BOUNDARIES OF SACRAMENTO-SAN JOAQUIN DRAINAGE DISTRICT AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF.
6. 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.
7. RIGHT OF WAY AS SET FORTH IN DEED FROM N. W. HANSON AND BETHENA A. HANSON TO SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, A PUBLIC AGENCY, DATED FEBRUARY 25, 1942 AND RECORDED JUNE 10, 1942 IN BOOK 149 OF OFFICIAL RECORDS, AT PAGE 291.
8. OIL AND GAS LEASE DATED DECEMBER 6, 1951 FROM MANUEL E. DIAS AND MARY E. DIAS, HIS WIFE TO THE OHIO OIL COMPANY, AN OHIO CORPORATION, RECORDED JANUARY 7, 1952 IN BOOK 271 OF OFFICIAL RECORDS, AT PAGE 327 AND RE-RECORDED DECEMBER 9, 1952 IN BOOK 281 OF OFFICIAL RECORDS, AT PAGE 224 TO INCLUDE ADDITIONAL PROPERTY.

THE PRESENT OWNERSHIP OF SAID LEASEHOLD AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN. (AFFECTS A PORTION)

9. EASEMENT TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, AND USE AN ACCESS ROAD AND APPURTENANCES THERETO AS GRANTED TO THE SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, RECORDED JUNE 12, 1986 IN BOOK 795 OF OFFICIAL RECORDS, AT PAGE 135.
10. TERMS, EXCEPTIONS AND RESERVATIONS AS CONTAINED IN THE DEED FROM HERBERT A. CARRIERE ET

UX TO THE SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, RECORDED JUNE 12, 1986 IN BOOK 795 OF OFFICIAL RECORDS, AT PAGE 135.

11. FARMLAND SECURITY ZONE CONTRACT RESOLUTION NO. 2000-144, BY AND BETWEEN AILEEN R. CARRIERE, INDIVIDUALLY AND AS EXECUTOR OF THE ESTATE OF HERBERT A. CARRIERE AND COUNTY OF GLENN, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, DATED DECEMBER 5, 2000, RECORDED DECEMBER 12, 2000, GLENN COUNTY RECORDER'S FILE NO. 2000-6527.

12. OIL AND GAS LEASE MEMORANDUM UPON THE TERMS, COVENANTS AND CONDITIONS CONTAINED IN AN UNRECORDED LEASE REFERRED TO THEREIN DATED SEPTEMBER 1, 2006, RECORDED DECEMBER 20, 2007, GLENN COUNTY RECORDER'S FILE NO. 2007-7725.

LESSOR: AILEEN R. CARRIERE, TRUSTEE OF THE AILEEN R. CARRIERE TRUST DATED JANUARY 12, 2001; AILEEN R. CARRIERE, TRUSTEE OF THE HERBERT A. CARRIERE TRUST, DATED JANUARY 5, 2001

LESSEE: VENOCO INC., A DELAWARE CORPORATION

THE PRESENT OWNERSHIP OF SAID LEASEHOLD AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

13. RESERVATION OF ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES TOGETHER WITH THE RIGHT TO REMOVE THE SAME, AS RESERVED IN THE DEED BY AILEEN R. CARRIERE, AS TRUSTEE OF THE HERBERT A. CARRIERE TRUST AND AILEEN R. CARRIERE, AS TRUSTEE OFF THE AILEEN R. CARRIERE TRUST, RECORDED SEPTEMBER 12, 2012 AS INSTRUMENT NO. 2012-3777

14. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW.

AMOUNT: \$3,000,000.00  
DATED: DECEMBER 14, 2017  
TRUSTOR: CARRIERE LAND, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ET AL  
TRUSTEE: GOLDEN STATE FARM CREDIT, PCA  
BENEFICIARY: GOLDEN STATE FARM CREDIT, PCA  
RECORDED: JANUARY 13, 2021 AS INSTRUMENT NO. 2021-0184 OF OFFICIAL RECORDS  
(ALSO COVERS OTHER PROPERTY)

A DOCUMENT RECORDED SEPTEMBER 29, 2021 AS INSTRUMENT NO. 2021-4405 OF OFFICIAL RECORDS PROVIDES THAT THE DEED OF TRUST OR THE OBLIGATION SECURED THEREBY HAS BEEN MODIFIED.

A DOCUMENT RECORDED DECEMBER 29, 2022 AS GLENN COUNTY INSTRUMENT NO. 2022-4978 OF OFFICIAL RECORDS PROVIDES THAT THE LIEN OR CHARGE OF THE DEED OF TRUST WAS SUBORDINATED TO THE LIEN OR CHARGE OF THE DEED OF TRUST RECORDED JANUARY 13, 2021 AS INSTRUMENT NO. 2021-0184 AND MODIFIED SEPTEMBER 29, 2021 AS GLENN COUNTY INSTRUMENT NO. 2021-4405 AND MODIFIED DECEMBER 29, 2022 AS GLENN COUNTY INSTRUMENT NO. 2022-4975 OF OFFICIAL RECORDS

15. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW.

AMOUNT: \$42,891,398.17  
DATED: DECEMBER 14, 2020  
TRUSTOR: CARRIERE LAND, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ET AL  
TRUSTEE: GOLDEN STATE FARM CREDIT, FLCA  
BENEFICIARY: GOLDEN STATE FARM CREDIT, FLCA  
RECORDED: JANUARY 13, 2021 AS INSTRUMENT NO. 2021-0183 OFFICIAL RECORDS  
(ALSO COVERS OTHER PROPERTY)

A DOCUMENT DISCLOSING AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$15,500,000.00, RECORDED SEPTEMBER 20, 2021 AS INSTRUMENT NO. 2021-4267 OF OFFICIAL RECORDS.

A DOCUMENT DISCLOSING AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$7,000,000.00, RECORDED DECEMBER 29, 2022 AS INSTRUMENT NO. 2022-4975 OF OFFICIAL RECORDS.

16. RIGHTS AND CLAIMS OF PARTIES IN POSSESSION.

17. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS ARE SHOWN BY THE PUBLIC RECORDS.

18. 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.

19. 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.

20. THE REQUIREMENT THAT A MEMORANDUM OF LEASE BE RECORDED IN THE PUBLIC RECORDS.

21. NOTE: THE LEGAL DESCRIPTION CONTAINED HEREIN IS FOR THE PURPOSE OF A LEASEHOLD ESTATE AND MAY NOT BE USED AS A LEGAL PARCEL FOR THE PURPOSE OF A SALE.

22. WITH RESPECT TO CARRIERE LAND, LLC, A LIMITED LIABILITY COMPANY:

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

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

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

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

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

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

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

## NOTICE

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

### NOTES:

- A. **THE 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:

All that certain real property situated in the County of Glenn, State of California, described as follows: Being a portion of Section 68 as shown on that certain map entitled "Subdivisions of the Glenn Ranch", Glenn County, California, surveyed by H.B. Shackelford, and on file in Book 1 of Maps and Surveys, at Page 110, records of said County of Glenn; also being a portion of Parcel I, as said Parcel I is described in Official Records Document 2012-3777, records of said County of Glenn, more particularly described as follows,

Parcel One (lease area): COMMENCING at a point on the North line of the Southeast quarter of Section 68 of said Subdivisions of the Glenn Ranch, said point being marked by a 1 1/2" iron pipe, as shown on Book 15 of Maps and Surveys, Page 62, records of said County of Glenn, thence along said North line, South 89° 59' 25" East, 261.35 feet; thence leaving said North line, South 00° 16' 27" West, 7.79 feet, to the True Point of Beginning; thence South 89° 43' 33" East, 652.55 feet; thence South 00° 16' 27" West, 250.00 feet, to a point hereinafter referred to as "Point A"; thence North 89° 43' 33" West, 65.00 feet, to a point hereinafter referred to as "Point B" thence continuing North 89° 43' 33" West, 587.55 feet; thence North 00° 16' 27" East, 250.00 feet, more or less, to the True Point of Beginning. Containing 3.75 acres, more or less.

Parcel Two (easement area): Being a non-exclusive easement for ingress and egress, for road purposes, and the installation, operation and maintenance of a low-pressure gas line, more particularly described as follows; Beginning at the hereinabove described "Point A", thence South 00° 00' 18" West, 503.72 feet, to the beginning of a curve to the right; thence along said curve having a radius of 220.00 feet, through a central angle of 30° 00' 00", for an arc length of 115.19 feet to the end of said curve and the beginning of a curve to the left; thence along said curve having a radius of 190.00 feet, through a central angle of 29° 32' 00", for an arc length of 97.94 feet to the end of said curve; thence South 00° 28' 18" West, 348.39 feet, more or less to a point on the centerline of Glenn County Road 54; thence along said centerline, North 89° 59' 55" West, 30.00 feet; thence leaving said centerline, North 00° 28' 18" East, 348.63 feet, to the beginning of a curve to the right; thence along said curve having a radius of 220.00 feet, through a central angle of 29° 32' 00", for an arc length of 113.40 feet, to the end of said curve and the beginning of a curve to the left; thence along said curve having a radius of 190.00 feet, through a central angle of 30° 00' 00", for an arc length of 99.48 feet to the end of said curve; thence North 00° 00' 18" East, 473.98; thence North 49° 21' 20" West, 46.12 feet, more or less, to "Point B", described hereinabove; thence South 89° 43' 33" East , 65.00 feet, to "Point A", described hereinabove.

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

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

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

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

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

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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

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

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

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

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

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

#### **EXCEPTIONS FROM COVERAGE**

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

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

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

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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

**EXCLUSIONS FROM COVERAGE**

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

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

## PRIVACY INFORMATION

### **We Are Committed to Safeguarding Customer Information**

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

### **Applicability**

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

### **Types of Information**

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

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

### **Use of Information**

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

### **Former Customers**

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

### **Confidentiality and Security**

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

Information Obtained Through Our Web Site

### **Business Relationships**

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

### **Cookies**

Some of First American's Web site may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### **Fair Information Values**

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

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

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

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

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

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





## PRELIMINARY REPORT

**To:**

CHICAGO TITLE COMPANY  
2220 DOUGLAS BLVD, SUITE 190  
ROSEVILLE, CA 95661  
ATTN: KARISA D. LYKE

**Title Officer:**

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

ESCROW NO: 71-00243599

**Property Address:**

7693 HIGHWAY 162  
WILLOWS, CA, 95988

**Title No:**

71-00243598

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 2021**

**ALTA LOAN POLICY 2021**

Issued by: FIDELITY NATIONAL TITLE INSURANCE COMPANY

Dated as of: Oct 25, 2024 at 8:00 a.m.

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

A LEASEHOLD

Title to said estate of interest at the date hereof is [vested in:](#)

CARRIERE LAND, LLC, A LIMITED LIABILITY COMPANY

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

1. PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2024-2025.

1 <sup>ST</sup> INSTALLMENT:	<b>\$1,498.49</b>	DUE 12/10/2024
2 <sup>ND</sup> INSTALLMENT:	<b>\$1,498.49</b>	DUE 04/10/2025
ASSESSMENT NO.:	<b>016-090-016-000</b>	

1 <sup>ST</sup> INSTALLMENT:	<b>\$11,145.36</b>	DUE 12/10/2024
2 <sup>ND</sup> INSTALLMENT:	<b>\$11,145.36</b>	DUE 04/10/2025
ASSESSMENT NO.:	<b>920-000-187-000</b>	
FEE NO.:	<b>016-090-016-000</b>	

1 <sup>ST</sup> INSTALLMENT:	<b>\$222.98</b>	DUE 12/10/2024
2 <sup>ND</sup> INSTALLMENT:	<b>\$222.98</b>	DUE 04/10/2025
ASSESSMENT NO.:	<b>016-090-017-000</b>	

1 <sup>ST</sup> INSTALLMENT:	<b>\$567.24</b>	DUE 12/10/2024
2 <sup>ND</sup> INSTALLMENT:	<b>\$567.24</b>	DUE 04/10/2025
ASSESSMENT NO.:	<b>920-000-188-000</b>	
FEE NO.:	<b>016-090-017-000</b>	

2. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A; OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO THE DATE OF THE POLICY.

3. THE PROPERTY HEREIN DESCRIBED LIES WITHIN MAINTENANCE AREA NO. 2 AND IS SUBJECT TO ALL ASSESSMENTS LEVIED IN CONNECTION THEREWITH. SUCH ASSESSMENTS ARE PAYABLE WITH COUNTY TAXES.

4. 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.

5. THE HEREIN DESCRIBED PROPERTY LIES WITHIN THE BOUNDARIES OF THE PROVIDENT IRRIGATION DISTRICT AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF.

6. ROAD RESERVATION AS SET FORTH IN DEED FROM N. D. RIDEOUT, ADMINISTRATOR OF THE ESTATE OF H. J. GLENN, DECEASED TO E. H. WHYLER RECORDED OCTOBER 4, 1904 IN [BOOK 21 OF DEEDS, PAGE 188](#).

7. AN OIL AND GAS LEASE EXECUTED BY WILLIAM HENRY WHYLER, A SINGLE MAN; ELLSWORTH HOWARD WHYLER, A MARRIED MAN DEALING WITH HIS SEPARATE PROPERTY; HAZEL WHYLER, A SINGLE WOMAN AND GLADYS WHYLER, A SINGLE WOMAN AS LESSOR AND SUNRAY OIL CORPORATION AS LESSEE, RECORDED OCTOBER 13, 1953 IN BOOK 300 [OFFICIAL RECORDS, PAGE 269](#).

THE PRESENT OWNERSHIP OF SAID LEASEHOLD AND OTHER MATTERS AFFECTING THE LEASE ARE NOT SHOWN HEREIN.

8. AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES CONVEYED TO PACIFIC GAS AND ELECTRIC COMPANY IN THE DOCUMENT RECORDED MARCH 6, 1957 IN BOOK 352 OF [OFFICIAL RECORDS, PAGE 45](#).

9. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE AGREEMENT BY AND BETWEEN RICHARDS R. WHYLER AND CARRIERE & SONS, A PARTNERSHIP RECORDED DECEMBER 30, 1992 AS [INSTRUMENT NO. 92-6989](#) OF OFFICIAL RECORDS.

10. FARMLAND SECURITY ZONE CONTRACT REPLACING WILLIAMSON ACT CONTRACT, RESOLUTION NO. 2000-144, BY AND BETWEEN CARRIERE & SONS, A PARTNERSHIP AND COUNTY OF GLENN, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, DATED DECEMBER 5, 2000, RECORDED DECEMBER 12, 2000, GLENN COUNTY RECORDER'S [FILE NO. 2000-6569](#).

11. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW.

AMOUNT: \$5,000,000.00  
DATED: MAY 10, 2017  
TRUSTOR: CARRIERE LAND, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND RICHARD W. CARRIERE AND INGER A. CARRIERE, AS TRUSTEES OF THE RICHARD AND NINA CARRIERE TRUST ESTABLISHED ON MAY 2, 2003  
TRUSTEE: GOLDEN STATE FARM CREDIT, FLCA  
BENEFICIARY: GOLDEN STATE FARM CREDIT, FLCA  
RECORDED: MAY 17, 2017 AS [INSTRUMENT NO. 2017-2113](#) OF OFFICIAL RECORDS

A DOCUMENT DISCLOSING AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$500,000.00, RECORDED DECEMBER 16, 2019 AS [INSTRUMENT NO. 2019-5069](#) OF OFFICIAL RECORDS.

A DOCUMENT DISCLOSING AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$750,000.00, RECORDED SEPTEMBER 17, 2020 AS [INSTRUMENT NO. 2020-3661](#) OF OFFICIAL RECORDS.

A DOCUMENT DISCLOSING AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$1,000,000.00, RECORDED MARCH 29, 2023 AS [INSTRUMENT NO. 2023-0864](#) OF OFFICIAL RECORDS.

12. RIGHTS AND CLAIMS OF PARTIES IN POSSESSION.

13. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS ARE SHOWN BY THE PUBLIC RECORDS.

14. 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.

15. 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.

16. WITH RESPECT TO CARRIERE LAND, LLC, A LIMITED LIABILITY COMPANY:

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

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

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

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

(I) IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES THROUGH OFFICERS APPOINTED OR ELECTED PURSUANT TO THE TERMS OF A WRITTEN OPERATING AGREEMENT, SUCH DOCUMENT MUST BE EXECUTED BY AT LEAST TWO DULY ELECTED OR APPOINTED OFFICERS, AS FOLLOWS: THE

CHAIRMAN OF THE BOARD, THE PRESIDENT OR ANY VICE PRESIDENT, AND ANY SECRETARY, ASSISTANT SECRETARY, THE CHIEF FINANCIAL OFFICER OR ANY ASSISTANT TREASURER;

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

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

17. THE ATTACHED LEGAL DESCRIPTION IS NOT A LEGAL PARCEL ACCORDING TO THE SUBDIVISION MAP ACT AND CANNOT BE SOLD OR ENCUMBERED AS A FEE ESTATE.

## 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 TBD , 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. 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:

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

BEING A PORTION OF SECTION 63 AS SHOWN ON THAT CERTAIN MAP ENTITLED "SUBDIVISIONS OF THE GLENN RANCH", GLENN COUNTY, CALIFORNIA, SURVEYED BY H.B. SHACKELFORD, AND ON FILE IN BOOK 1 OF MAPS AND SURVEYS, AT PAGE 110, RECORDS OF SAID COUNTY OF GLENN; ALSO BEING A PORTION OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS DOCUMENT NO. 2004-7802, MORE PARTICULARLY DESCRIBED AS FOLLOWS, AND ALSO SHOWN ON ATTACHED EXHIBIT "B":

PARCEL ONE (OFFLOADING AND TRANSFER SITE):

COMMENCING AT THE SOUTHEAST CORNER OF LOT 887 OF THE SACRAMENTO VALLEY COMPANY'S SUBDIVISION OF THE JACINTO UNIT, AS SAID SUBDIVISION IS SHOWN ON BOOK 2 OF MAPS AND SURVEYS, PAGE 205, RECORDS OF SAID COUNTY OF GLENN, ALSO BEING A POINT ON THE SOUTH LINE OF SAID SECTION 63, AND AS DESCRIBED IN SAID OFFICIAL RECORDS DOCUMENT NO. 2004-7802, THENCE LEAVING SAID SOUTH LINE OF SECTION 63 AND ALONG THE EAST LINE OF SAID LOT 887, NORTH 00° 11' 00" EAST, 870.00 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 89° 49' 00" EAST, 5.00 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00° 11' 00" EAST, 300.00 FEET;

THENCE SOUTH 89° 49' 00" EAST, 100.00 FEET;

THENCE SOUTH 00° 11' 00" WEST, 200.00 FEET;

THENCE SOUTH 89° 49' 00" EAST, 100.00 FEET;

THENCE SOUTH 00° 11' 00" WEST, 100.00 FEET, TO A POINT HEREINAFTER REFERRED TO AS "POINT A";

THENCE NORTH 89° 49' 00" WEST, 200.00 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.92 ACRES, MORE OR LESS.

PARCEL TWO (SITE ACCESS ROAD):

A STRIP OF LAND FOR INGRESS, EGRESS AND ROAD PURPOSES, BEING 20.00 FEET WIDE, AS MEASURED 20.00 FEET RIGHT OF, PARALLEL WITH AND PERPENDICULAR TO THE FOLLOWING DESCRIBED LINE;

BEGINNING AT THE HEREINABOVE DESCRIBED "POINT A", THENCE NORTH 00° 11' 00" EAST, 189.07 FEET, TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 30° 00' 00", FOR AN ARC LENGTH OF 26.18 FEET TO THE END OF SAID CURVE;

THENCE NORTH 29° 49' 00" WEST, 184.65 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 30° 00' 00", FOR AN ARC LENGTH OF 36.65 FEET TO THE END OF SAID CURVE;

THENCE NORTH 00° 11' 00" EAST, 78.84 FEET, TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 30° 00' 00", FOR AN ARC LENGTH OF 26.18 FEET TO THE END OF SAID CURVE;

THENCE NORTH 29° 49' 00" WEST, 150.58 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 29° 44' 39", FOR AN ARC LENGTH OF 36.34 FEET, TO THE END OF SAID CURVE;

THENCE NORTH 00° 04' 21" WEST, 1025.58 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF STATE HIGHWAY 162, AS DESCRIBED IN BOOK 376 OFFICIAL RECORDS, PAGE 428, RECORDS OF SAID COUNTY OF GLENN.

SUBJECT TO EASEMENTS OF RECORD.

THE SIDELINE OF SAID EASEMENT IS TO BE LENGTHENED OR SHORTENED, AS NECESSARY, TO BEGIN ON THE EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL ONE, DESCRIBED HEREINABOVE, AND TO END ON THE SOUTH LINE OF SAID BOOK 376 OFFICIAL RECORDS, PAGE 428.

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

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

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

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

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

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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

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

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

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

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

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

#### **EXCEPTIONS FROM COVERAGE**

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

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

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

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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

**EXCLUSIONS FROM COVERAGE**

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

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

## PRIVACY INFORMATION

### **We Are Committed to Safeguarding Customer Information**

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

### **Applicability**

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

### **Types of Information**

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

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

### **Use of Information**

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

### **Former Customers**

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

### **Confidentiality and Security**

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

Information Obtained Through Our Web Site

### **Business Relationships**

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

### **Cookies**

Some of First American's Web site may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### **Fair Information Values**

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

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

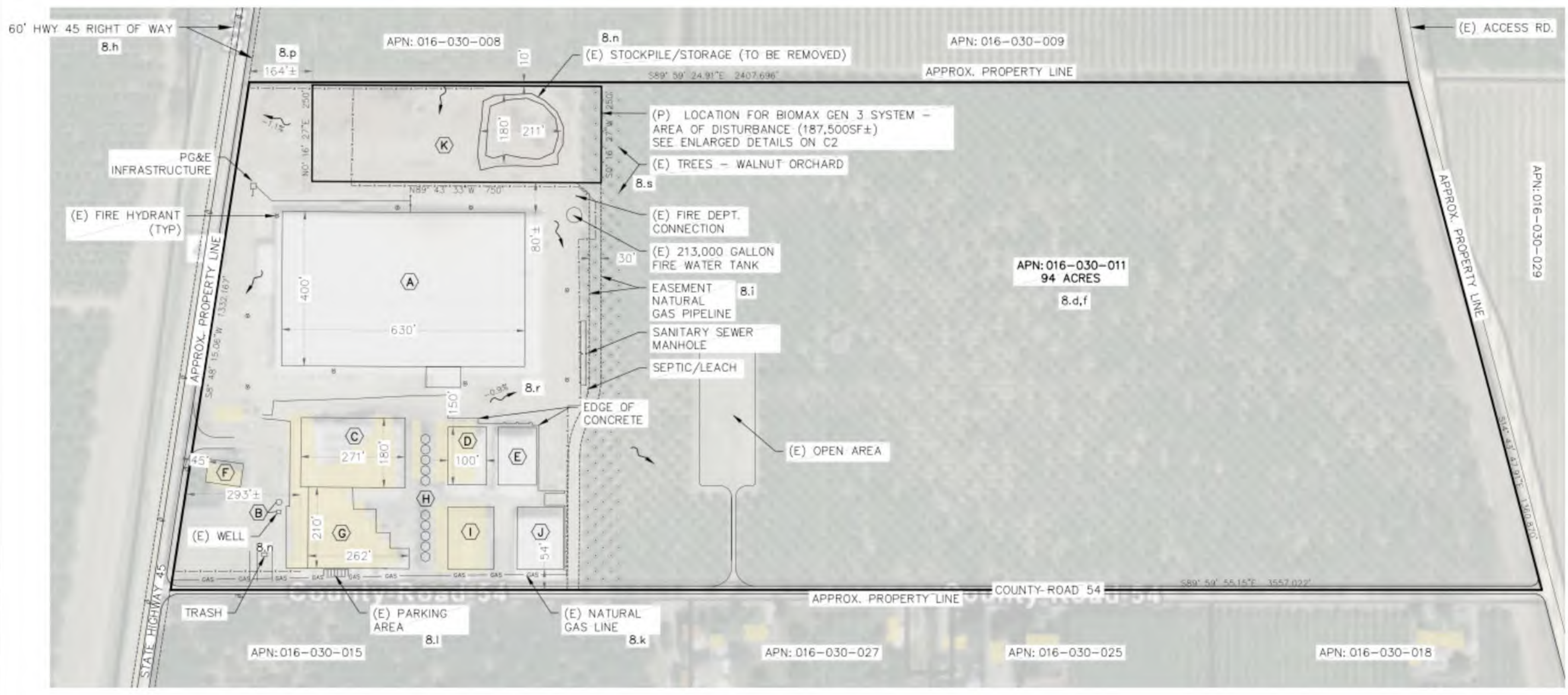
**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

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

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

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





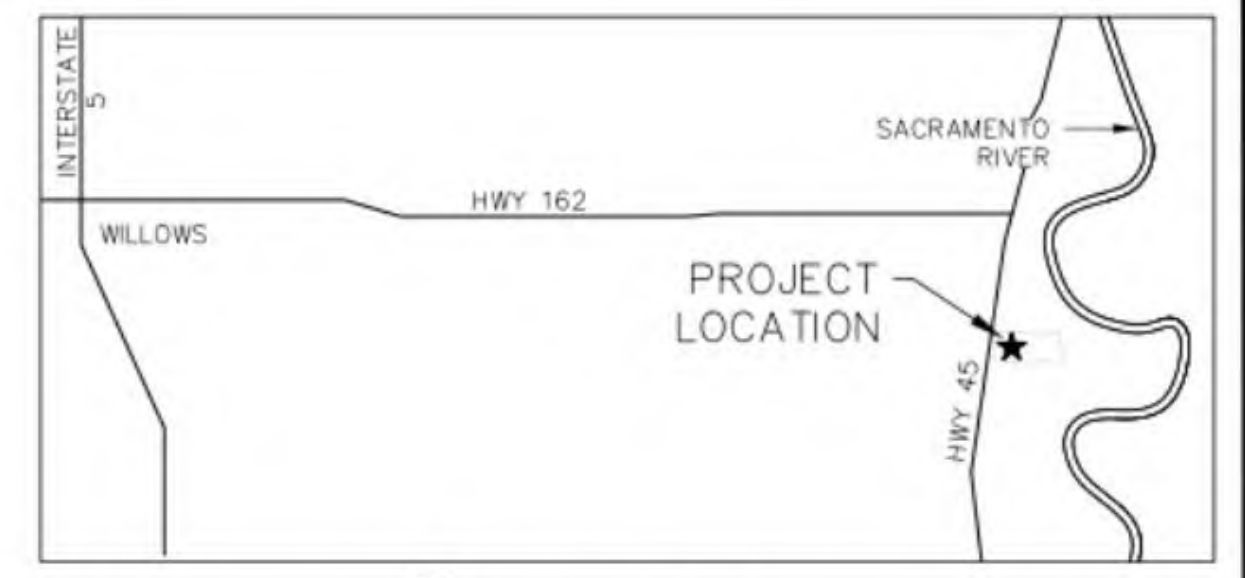
**SITE PLAN**

**GRAPHIC SCALE**



**CONDITIONAL USE PERMIT APPLICATION CHECKLIST - SITE PLAN**

- 8.a  APPLICANT-NAME, PHONE, ETC.
- 8.b  OWNER-NAME, PHONE, ETC.
- 8.c  ENGINEER-NAME, PHONE, ETC.
- 8.d  GLENN COUNTY APN'S
- 8.e  NORTH ARROW, SCALE, ETC.
- 8.f  PROP. DIMENSIONS/ACREAGE
- 8.g  (E)/(P) BUILDINGS DIMS., ETC.
- 8.h  LOCATION OF ROADS/RIGHT OF WAYS
- 8.i  LOCATION OF EASEMENTS
- 8.j  (E)/(P) WALLS, FENCES, ETC.
- 8.k  (E)/(P) UTILITIES, WELLS, ETC.
- 8.l  (E)/(P) PARKING, ETC.
- 8.m  N/A - PROPOSED SIGNAGE
- 8.n  OUTDOOR STORAGE/TRASH ENCLOSURES
- 8.o  LANDSCAPING (SEE L SHEETS)
- 8.p  N/A - ADJACENT LAND USE/DISTANCES
- 8.q  N/A - HAZMAT/CHEMICAL STORAGE
- 8.r  DRAINAGE ARROWS/SLOPE %
- 8.s  WATERCOURSES, RESERVOIRS, ETC.
- 8.t  VICINITY MAP
- 8.u  N/A - OTHER INFO



**CARRIERE LAND, LLC**  
1640 STATE HIGHWAY 45  
GLENN, CA 95943  
APN: 016-030-011

**LEGEND:**

- 1530 CONTOUR ELEVATION
- FENCE
- ASPHALT
- GRAVEL
- EARTH
- (E) POWER POLE
- (E) HYDRANT
- DRAINAGE DIRECTION
- APN ASSESSOR'S PARCEL NUMBER
- APPROX. APPROXIMATELY
- DWY DRIVEWAY
- (E) EXISTING
- (P) PROPOSED
- RD ROAD
- SF SQUARE FEET

- (A) (E) PROCESSING WAREHOUSE/BULK STORAGE
- (B) (E) WELL/TANK
- (C) (E) DRY WAREHOUSE
- (D) (E) BULK STORAGE
- (E) (E) BULK STORAGE
- (F) (E) OFFICE
- (G) (E) DRY WAREHOUSE
- (H) (E) SILO STORAGE
- (I) (E) PROCESSING WAREHOUSE
- (J) (E) DRY STORAGE
- (K) (P) LOCATION FOR BIOMAX GEN 3 SYSTEM - AREA OF DISTURBANCE (187,500SF±) SEE ENLARGED DETAILS ON C2

**CUT / FILL (CU. YD.)**

CUT	FILL	NET
80	80	0

**ELEVATION DATUM**

ELEVATIONS SHOWN ARE IN THE NGVD 1929 DATUM BASE  
FLOOD ELEVATION FOR THIS SITE IS 90.0' NGVD 1929

**ENGINEER'S CERTIFICATION:**

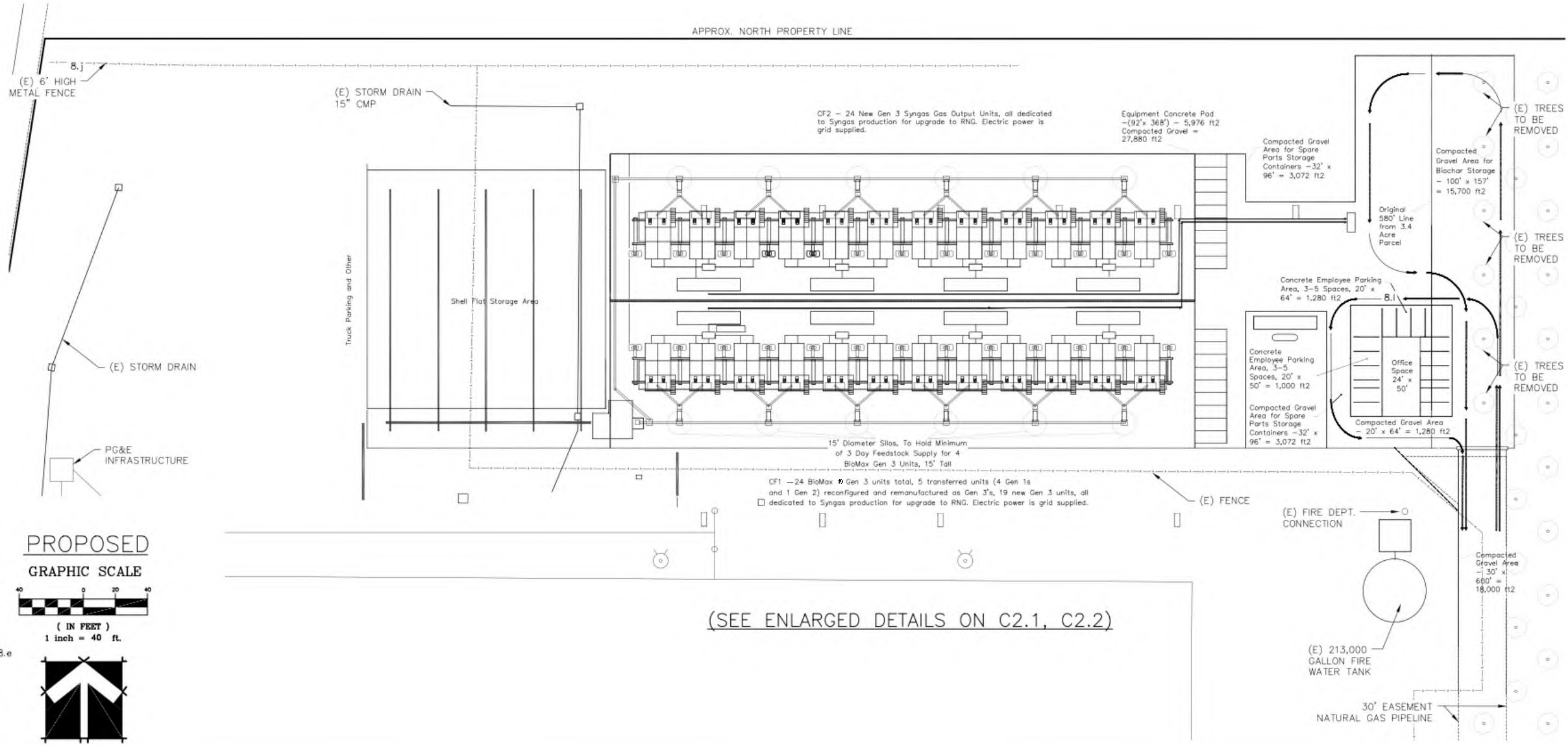
THIS PLAN WILL NOT IMPOSE A DRAINAGE, GRADING OR FLOODING HAZARD TO ITSELF AND SURROUNDING PROPERTIES.

JASON B. VINE, P.E.  
LICENSE NO: C67800

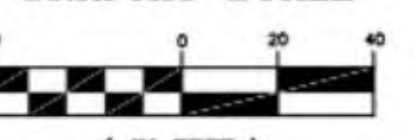
DATE  
EXPIRATION DATE: 06-30-25

PLANS REVIEWED OR APPROVED BY:

GLENN COUNTY ENGINEER



**PROPOSED GRAPHIC SCALE**



Revisions:

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**REALM ENGINEERING**  
CIVIL ENGINEERING, SURVEYING & PLANNING  
1767 MARKET STREET SUITE C  
REDDING, CA 96001  
530-526-7493

PLANS PREPARED UNDER THE SUPERVISION OF:



**CONDITIONAL USE PERMIT SITE PLAN**

PLOTTED BY: ---

DATE PLOTTED: 10/09/24

SCALE OF DRAWING: SEE PLAN

JOB NUMBER: ---

CADD FILE: ---

SHEET: ---

**C1**



Revisions:


**REALM ENGINEERING**  
 CIVIL ENGINEERING, SURVEYING & PLANNING  
 1767 MARKET STREET SUITE C  
 REDDING, CA. 96001  
 530-526-7493

PLANS PREPARED UNDER THE SUPERVISION OF:



**CONDITIONAL USE PERMIT SITE PLAN - DETAILS**

CARRERE LAND, LLC  
 1640 STATE HIGHWAY 45  
 GLENN, CA 96045-9649  
 (530) 217-8335  
 GLENN COUNTY APR: 016-030-011

PLOTTED BY: ---  
 DATE PLOTTED: 10/09/24  
 SCALE OF DRAWING: SEE PLAN  
 JOB NUMBER:  
 CADD FILE:  
 SHEET:

**C2.2**

**STRUCTURE DETAILS**

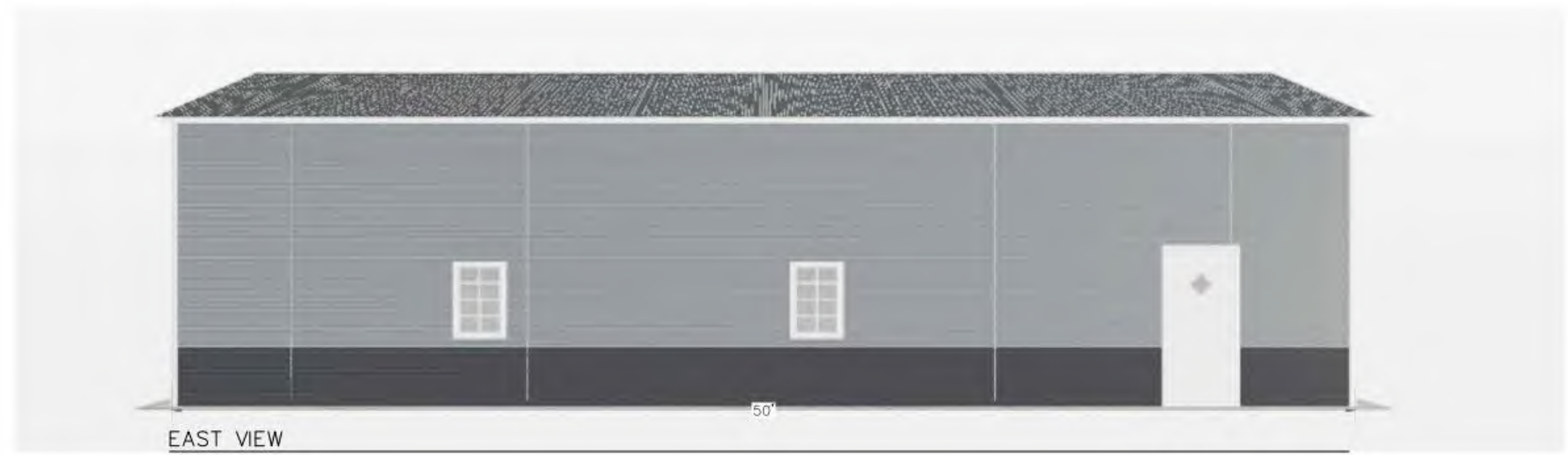
SIZE: 24'x50'  
 INSTALLATION SURFACE: CONCRETE  
 ROOF: ZINC GREY  
 TRIM COLORS: BRIGHT WHITE  
 SIDING: PEWTER GRAY  
 GABLE ENDS WAINSCOT: ZINC GREY  
 SIDE WALLS WAINSCOT: ZINC GREY  
 ROOF STYLE: A-FRAME VERTICAL  
 ROOF PITCH: 3/12  
 TRUSSES: STANDARD  
 LEG STYLE: STANDARD  
 GAUGE: 14-GAUGE FRAMING  
 LEG HEIGHT: 12'  
 LEFT SIDE: FULLY ENCLOSED  
 LEFT SIDE SIDING: HORIZONTAL  
 RIGHT SIDE: FULLY ENCLOSED  
 RIGHT SIDE SIDING: HORIZONTAL  
 FRONT END: FULLY ENCLOSED  
 FRONT END SIDING: HORIZONTAL  
 BACK END: FULLY ENCLOSED  
 BACK END SIDING: HORIZONTAL  
 ANCHOR PACKAGE: CONCRETE ANCHORS  
 ROLL DOORS & RAMPS  
 10' X 10' ROLLUP DOOR

**DOORS & RAMPS**

WALK-IN DOOR W/ WINDOW (36" X 80")  
 WINDOWS & ACCESSORIES  
 24W X 36H WINDOW  
 24W X 36H WINDOW  
 24W X 36H WINDOW  
 24W X 36H WINDOW  
 24W X 36H WINDOW



SOUTH VIEW



EAST VIEW

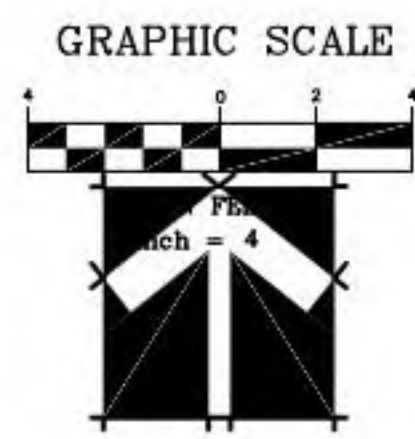


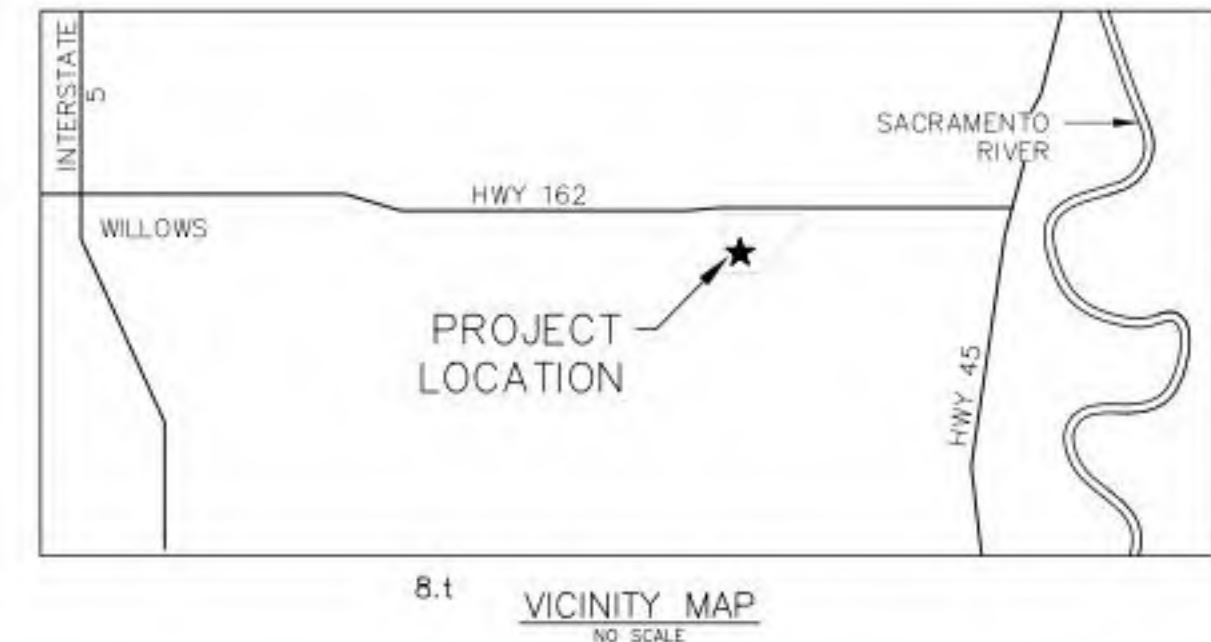
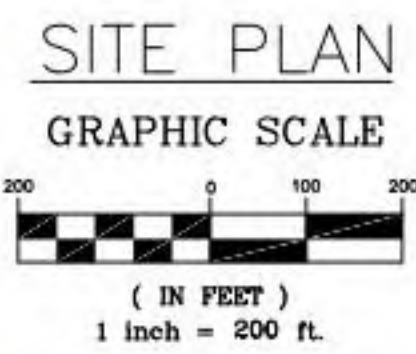
NORTH VIEW



WEST VIEW

24'x50' METAL  
 BUILDING  
 OFFICE SPACE

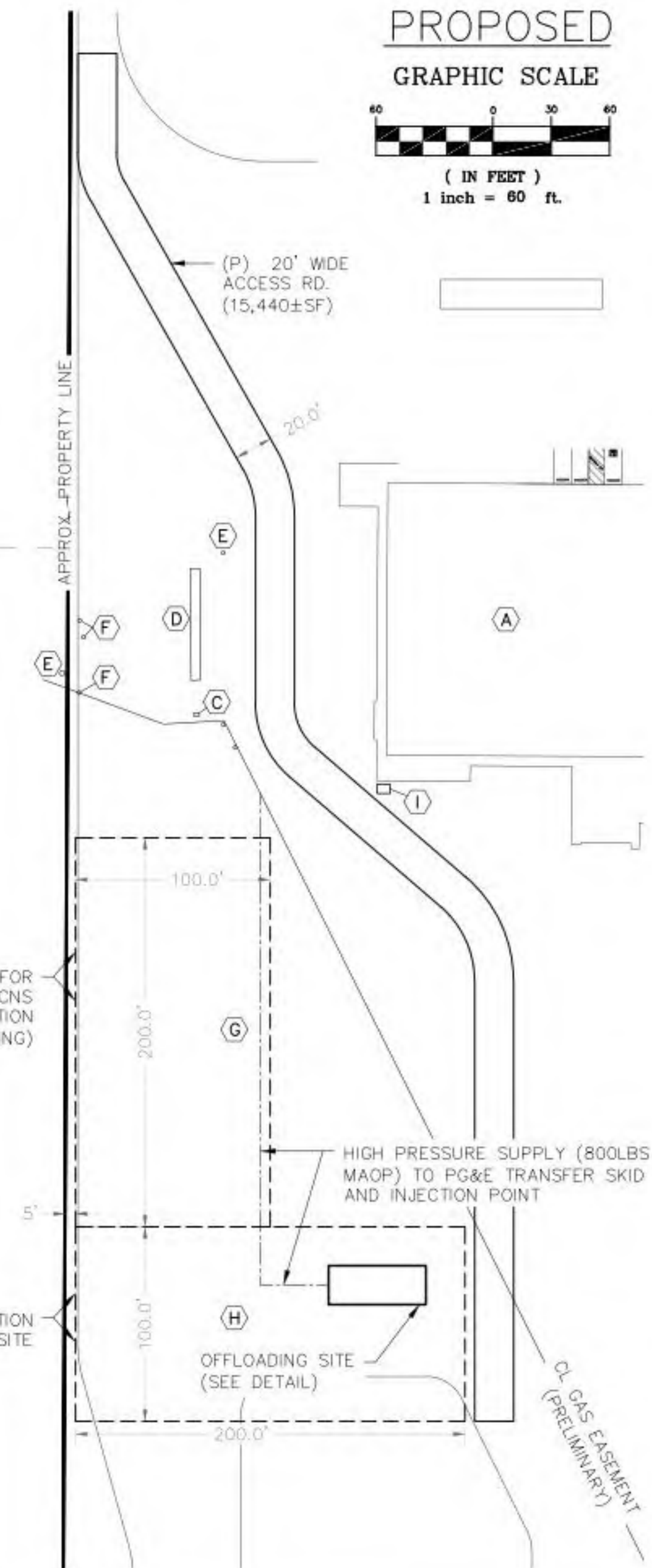
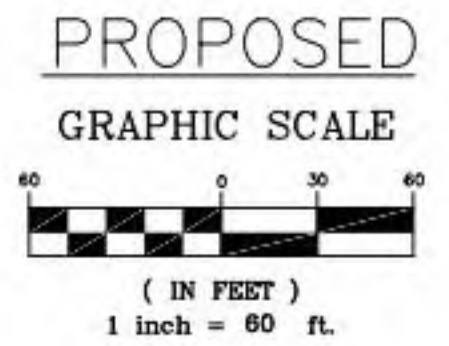




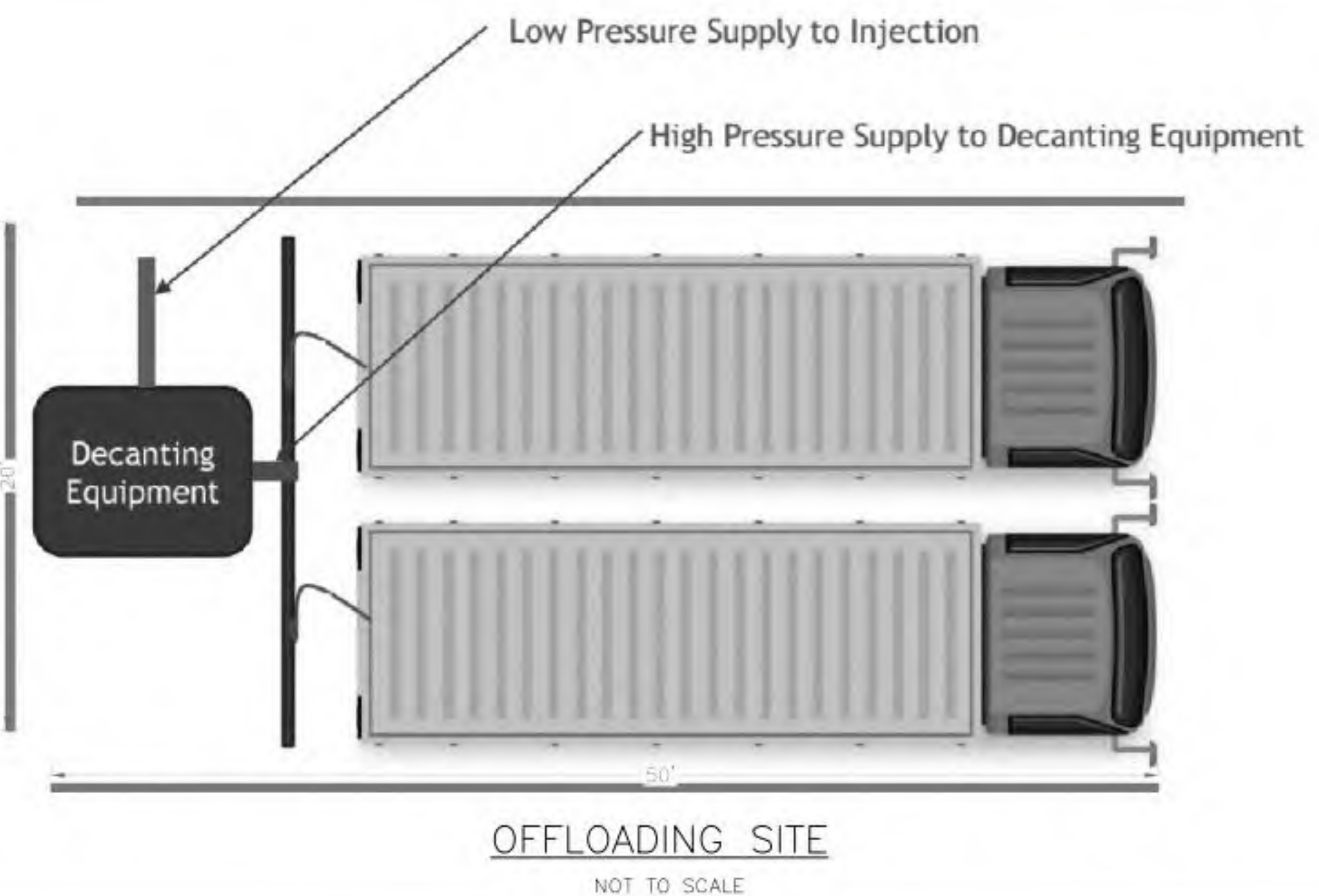
**CARRIERE LAND, LLC**  
 7693 HIGHWAY 162  
 WILLOWS, CA 95988  
 APNS: 016-090-016, 016-090-017

- LEGEND:**
- 15.30 CONTOUR ELEVATION
  - FENCE
  - ASPHALT
  - GRAVEL
  - EARTH
  - (E) POWER POLE
  - APN ASSESSOR'S PARCEL NUMBER
  - APPROX APPROXIMATELY
  - DWY DRIVEWAY
  - (E) EXISTING
  - (P) PROPOSED
  - RD ROAD
  - SF SQUARE FEET

- (A) (E) HULLER
- (B) (E) DRYER
- (C) (E) VAULT/GAS REGULATOR
- (D) (E) BOLLARDS/GAS VALVES
- (E) (E) 12" LID GAS VALVE
- (F) (E) GAS LINE MARKERS
- (G) (P) LOCATION FOR PG&E, CNS TRANSFER STATION
- (H) (P) LOCATION FOR SYNTECH SITE
- (I) (E) DOMESTIC WELL (220GPM)
- (J) (E) AG WELL (1600GPM)



- CONDITIONAL USE PERMIT APPLICATION CHECKLIST - SITE PLAN**
- 8.a  APPLICANT-NAME, PHONE, ETC.
  - 8.b  OWNER-NAME, PHONE, ETC.
  - 8.c  ENGINEER-NAME, PHONE, ETC.
  - 8.d  GLENN COUNTY APN'S
  - 8.e  NORTH ARROW, SCALE, ETC.
  - 8.f  PROP. DIMENSIONS/ACREAGE
  - 8.g  (E)/(P) BUILDINGS DIMS., ETC.
  - 8.h  LOCATION OF ROADS/RIGHT OF WAYS
  - 8.i  LOCATION OF EASEMENTS
  - 8.j  N/A - (E)/(P) WALLS, FENCES, ETC.
  - 8.k  (E)/(P) UTILITIES, WELLS, ETC.
  - 8.l  (E)/(P) PARKING, ETC.
  - 8.m  N/A - PROPOSED SIGNAGE
  - 8.n  OUTDOOR STORAGE/TRASH ENCLOSURES
  - 8.o  LANDSCAPING (SEE L SHEETS)
  - 8.p  N/A - ADJACENT LAND USE/DISTANCES
  - 8.q  N/A - HAZMAT/CHEMICAL STORAGE
  - 8.r  DRAINAGE ARROWS/SLOPE %
  - 8.s  WATERCOURSES, RESERVOIRS, ETC.
  - 8.t  VICINITY MAP
  - 8.u  N/A - OTHER INFO



CUT / FILL (CU. YD.)		
CUT 80	FILL 80	NET 0

**ELEVATION DATUM**  
 ELEVATIONS SHOWN ARE IN THE NGVD 1929 DATUM BASE  
 FLOOD ELEVATION FOR THIS SITE IS 90.0' NGVD 1929

**ENGINEER'S CERTIFICATION:**

THIS PLAN WILL NOT IMPOSE A DRAINAGE, GRADING OR FLOODING HAZARD TO ITSELF AND SURROUNDING PROPERTIES.

JASON B. VINE, P.E.  
 LICENSE NO: C67800  
 DATE: 06-30-25  
 EXPIRATION DATE: 06-30-25

PLANS REVIEWED OR APPROVED BY:

GLENN COUNTY ENGINEER

Revisions:

**REALM ENGINEERING**  
 CIVIL ENGINEERING, SURVEYING & PLANNING  
 1767 MARKET STREET SUITE C  
 REDDING, CA. 96001  
 530-526-7493

PLANS PREPARED UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER  
 No. 67800  
 Exp. 6/30/25  
 CIVIL  
 STATE OF CALIFORNIA

**CONDITIONAL USE PERMIT SITE PLAN**

CARRIERE LAND, LLC  
 7693 HIGHWAY 162  
 WILLOWS, CA 95988  
 (530) 217-8335  
 SUTTER COUNTY APN: 016-090-016, 016-090-017

PLOTTED BY: ---  
 DATE PLOTTED: 10/09/24  
 SCALE OF DRAWING: SEE PLAN  
 JOB NUMBER:  
 CADD FILE:  
 SHEET:

**C1**