

Figure 7: Allegretti Farms Irrigation Pipeline Sketch



15 PHOTOGRAPHS

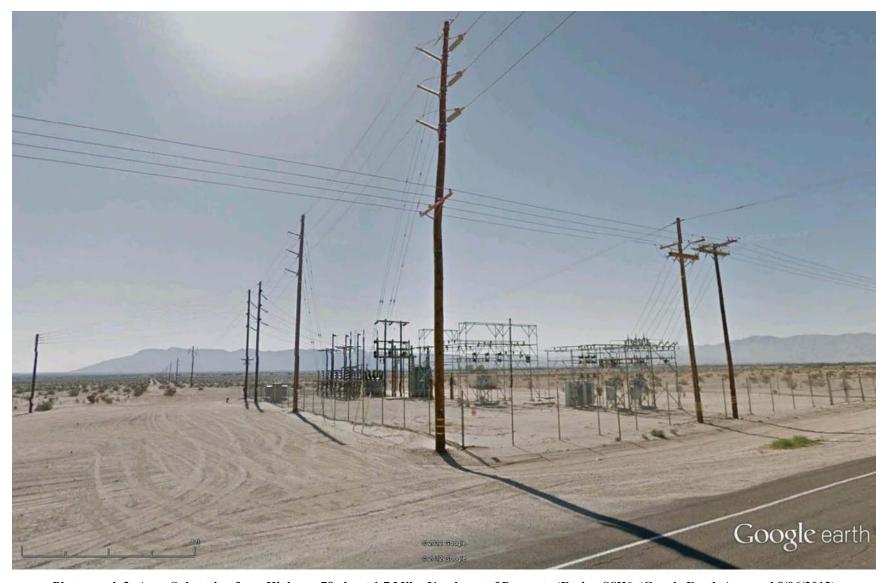
- Photograph 1: Entrance to Seville Solar Farm One Project Property from Highway 78 (Facing SSE) (GoogleEarth Accessed 8/01//2012)
- Photograph 2: Anza Substation from Highway 78 about 1.7 Miles Northeast of Property (Facing SSW) (Google Earth Accessed 8/06/2012)
- Photograph 3: Blu-In Café/RV Park Located about 1.5 Miles West of the Property Access on Hwy 78 (Facing SE) (GoogleEarth Accessed 8/01//2012)
- Photograph 4: Composite (180° East-West) Panoramic View of the Property from a Central Location on the Northern Boundary Access Road (Facing S)
- Photograph 5: Composite (90° East-South) Panoramic View of the Property from a Location near the Northwest Corner of the Property (Facing SE)
- Photograph 6: Composite (180° North-South) Panoramic View of the Property from a Central Location on the Western Boundary Access Road (Facing E)
- Photograph 7: Composite (90° North-East) Panoramic View of the Property from a Location near the Southwest Corner of the Property (Facing NE)
- Photograph 8: Composite (180° West-East) Panoramic View of the Property from a Central Location on the Southern Boundary Access Road (Facing N)
- Photograph 9: Composite (90° West-North) Panoramic View of the Property from a Location near the Southeast Corner of the Property (Facing NW)
- Photograph 10: Composite (180° South-North) Panoramic View of the Property from a Central Location on the Eastern Boundary Access Road (Facing W)
- Photograph 11: Composite (90° South-West) Panoramic View of the Property from a Location near the Northeast Corner of the Property (Facing SW)
- Photograph 12: Composite View of the Former Tailwater Basin Located Near the Northeast Corner of the Property (Facing SW)
- Photograph 13: Water Well #4 and Irrigation Structure Interconnection on the Property
- Photograph 14: Representative Irrigation Pipeline and Structures on the Property
- Photograph 15: Outcropping of PVC Pipeline and Concrete Irrigation Structures on the Property
- Photograph 16: Fragment of Suspected Transite near the Property
- Photograph 17: Above-Ground Fuel Storage Tank Located About 0.8 Miles North of the Property
- Photograph 18: Covered Material Storage Area Located About 0.8 Miles North of the Property





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Photograph 6: Composite (180° North-South) Panoramic View of the Property from a Central Location on the Western Boundary Access Road (Facing E)



Photograph 7: Composite (90° North-East) Panoramic View of the Property from a Location near the Southwest Corner of the Property (Facing NE)





Photograph 8: Composite (180° West-East) Panoramic View of the Property from a Central Location on the Southern Boundary Access Road (Facing N)



Photograph 9: Composite (90° West-North) Panoramic View of the Property from a Location near the Southeast Corner of the Property (Facing NW)





Photograph 10: Composite (180° South-North) Panoramic View of the Property from a Central Location on the Eastern Boundary Access Road (Facing W)



Photograph 11: Composite (90° South-West) Panoramic View of the Property from a Location near the Northeast Corner of the Property (Facing SW)





Photograph 12: Composite View of the Former Tailwater Basin Located Near the Northeast Corner of the Property (Facing SW)





Photograph 13: Water Well #4 and Irrigation Structure Interconnection on the Property



Photograph 14: Representative Irrigation Pipeline and Structures on the Property





Photograph 15: Outcropping of PVC Pipeline and Concrete Irrigation Structures on the Property



Photograph 16: Fragment of Suspected Transite near the Property





Photograph 17: Above-Ground Fuel Storage Tank Located About 0.8 Miles North of the Property



Photograph 18: Covered Material Storage Area Located About 0.8 Miles North of the Property



16 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL(S)

Environmental Management Associates, Inc. (EMA) has performed the activities cited herein in conformance with the scope of work prescribed by the CLIENT. The work has been conducted in an objective and unbiased manner and in accord with generally accepted professional practice for this type of work. EMA believes the analysis and conclusions to be accurate and relevant but cannot accept responsibility for the accuracy or completeness of available documentation or possible withholding of information by the interviewees, agencies, or other private parties.

We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312. We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of this part.

ENVIRONMENTAL MANAGEMENT ASSOCIATES, INC.

By:		
	Terry R. Thomas, D.Env.	
	Principal Scientist	



17 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL(S)

Qualifications of Terry R. Thomas, D.Env.

Dr. Thomas received his Doctor of Environmental Science and Engineering Degree from the University of California at Los Angeles in 1982. He also obtained a Master of Science Degree in Plant Sciences in 1976 for work undertaken at the Statewide Air Pollution Research Center at the University of California at Riverside, and he earned a Bachelor of Science Degree in Biology from the University of California at Los Angeles in 1974. Dr. Thomas is a Registered Environmental Assessor in the State of California and a Certified Environmental Manager in the State of Nevada.

As a Principal in EMA, Dr. Thomas has provided a wide range of environmental and regulatory assistance to industry, institutional, and attorney clients. Dr. Thomas has over eighteen years of professional experience in the preparation of environmental assessment documents and conducting and supervising environmental property assessments, site characterization studies, and environmental compliance audits. Dr. Thomas manages the preparation of NEPA environmental impact statements (EISs), CEQA environmental impact reports (EIRs), and joint NEPA/CEQA assessment documents prepared by EMA, many of these for natural resource projects located on public lands managed by the Bureau of Land Management or the U.S. Forest Service. Dr. Thomas has also prepared and managed multi-disciplinary environmental resource assessment studies, project permit acquisition programs, environmental compliance audits, and regulatory monitoring programs. He frequently represents clients before regulatory agencies and he serves on industry environmental advisory committees.

Dr. Thomas is also a recognized technical expert on environmental site assessment and regulation, in particular those regulations pertinent to hazardous materials management. He has an extensive background in evaluating hazardous substance contamination scenarios, including surface and subsurface contaminant transport in soil and groundwater. He routinely performs qualitative assessments of third-party technical reports for lending institutions and property developers, and has provided expert testimony and litigation services relative to hazardous substance issues. He has personally conducted or managed over one hundred environmental property assessments, site characterization studies, and environmental regulation and permit compliance audits of geothermal resource, mineral resource, power plant and industrial properties or projects located in northern and southern California, Nevada and other western states, many of these located on public lands managed by the Bureau of Land Management and/or the U.S. Forest Service.

For the seven years prior to founding EMA, Dr. Thomas was employed as the Manager of Administration and a Senior Environmental Planner for a major geothermal resource exploration and development company. He was responsible for risk management, safety, and loss control programs for the parent company and subsidiary drilling and oil well servicing companies; and environmental planning, permit acquisition, regulatory compliance, and monitoring programs for many energy resource exploration and development operations in the western United States. Dr. Thomas was earlier employed as a consulting environmental specialist with an international consulting firm providing environmental impact analyses relative to natural resource development projects.

Dr. Thomas is a founding member of the Environmental Science and Engineering Society. He was a hazardous materials regulation course instructor for the University of California at Irvine's Toxic and Hazardous Substances Extension Program, and he has served as a lecturer on hazardous substance regulation for the Environmental Institute. Dr. Thomas is a member of the Geothermal Resources Council and a member of the Association of Environmental Professionals (AEP).



Qualifications of Dwight L. Carey, D.Env.

Dr. Carey received his Doctor of Environmental Science and Engineering Degree from the University of California at Los Angeles in 1982. He also received a Master of Science Degree in Geology in 1976 from the University of California at Los Angeles and a Bachelor of Science Degree in Geology from the California Institute of Technology in 1972. Dr. Carey is a Certified Environmental Manager in the State of Nevada.

As a Principal in EMA, Dr. Carey has specialized in providing comprehensive environmental regulatory services to industrial and natural resource development clients, including: preparation of permit requirement and compliance audits; design and management of environmental data collection programs; preparation and acquisition of project permits; and representation of clients before federal, state, and local regulatory agencies and their boards. He is specifically recognized as an expert on compliance with the requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and has prepared, or managed the preparation of, over seventy NEPA environmental impact statements (EISs) and environmental assessments (EAs), CEQA environmental impact reports (EIRs) and Initial Studies (ISs), and joint NEPA/CEQA assessment documents. Dr. Carey also supervises the company's air quality assessment and permit services, including emission inventory and air quality dispersion modeling assessments. Dr. Carey has provided professional assistance to attorneys on litigation, environmental and civil dispute matters.

Dr. Carey has personally conducted or managed Phase I environmental site assessments, environmental audits and permit audits of numerous geothermal resource, mineral resource, power plant and industrial properties or projects located in California, Nevada and other western states, both on private lands and on public lands managed by the Bureau of Land Management and the U.S. Forest Service. He has prepared and carried out permit acquisition programs for many of these same projects, including preparing applications, and obtaining approvals, for operations plans, local land use permits, water quality discharge permits, air quality construction and operation permits, storm water and point source NPDES Permits, Clean Water Act Section 404 permits, and SMARA reclamation permits and financial assurance submittals. He has also been responsible for coordination of many consultation programs required under the federal Endangered Species Act and the National Historic Preservation Act.

For the eight years prior to the founding of EMA, Dr. Carey was employed by Republic Geothermal, Inc. as Manager of Environmental Affairs. He was directly responsible for all environmental and related regulatory affairs of the company's domestic, international, and contract exploration and power plant development operations. Previous to his work with Republic, Dr. Carey was employed as an engineering geologist, providing on-site supervision and geologic analysis for landslide stabilization and other foundation correction projects, and as a researcher and principal editor for several studies evaluating the feasibility of burning coal in southern California for electric power generation.

Dr. Carey is a member of the National Association of Environmental Professionals, the California Association of Environmental Professionals, the Air & Waste Management Association, and the Geothermal Resources Council. He was a founding member, and has served as an officer, of the Environmental Science and Engineering Society, and was a member of the Board of Directors of the California Institute of Technology Alumni Association. Dr. Carey has also served as a lecturer for the University of California at Irvine's Toxic and Hazardous Substances Extension Program.



18 APPENDICES

Appendix A: Preliminary Title Report

Appendix B: EDR Environmental Liens Search Report

Appendix C: FEMA Firm

Appendix D: EDR Radius Map with GeoCheck

Appendix E: Identified HRI Orphan Site Summaries

Appendix F: EDR Aerial Photo Report

Appendix G: USGS Aerial Photograph

Appendix H: Google Earth Aerial Photographs

Appendix I: EDR Topo Map Report

Appendix J: USGS Topographic Map

Appendix K: EDR Sanborn Map Report

Appendix L: EDR – Building Permit Report

Appendix M: Agricultural History of Allegretti Farms

Appendix N: Agency Communication Records

Appendix O: Interview Records





Appendix A Preliminary Title Report





CHICAGO TITLE COMPANY

Cameron Bucher **Greenhill Energy Corporation** 2435 Marshall Road Imperial, CA 92251

Date: April 12, 2013 Order No.: 7101204736-CM

Borrower:

Property: APN/Parcel ID: 018-010-025-000

1413 Main Street

In connection with the above referenced transaction, please find the following enclosed:

We appreciate the opportunity of being of service to you. If we can be of further assistance, please feel free to call upon us.

Sincerely,

Clarissa Marrs Title Manager marrsc@ctt.com

Claussa Mars

Enclosure(s)

cc:

Issued By:



Prelim Number:

7101204736

In response to the application for a policy of title insurance referenced herein, **Chicago Title 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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 policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.

Chicago Title Insurance Company

Secretary

Ву:

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1 - 1

Countersigned By:

Authorized Officer or Agent

Attest:

ORDER NO. 7101204736

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Clarissa Marrs	
Chicago Title Company	
1413 Main Street	
El Centro, CA 92243	
Phone: (760)335-3115 Fax: (760)353-1307	
Main Phone: (760)352-2011	
Email: marrsc@ctt.com	

Property Address(es): APN/Parcel ID(s) 018-010-025-000, 018-170-004-000, 018-170-005-000, 018-170-006-000,

018-170-007-000, 018-170-008-000, 018-170-010-000, 018-170-011-000, 018-170-012-000 and

018-170-013-000

Effective date: April 5, 2013 at 12:00AM

The form of Policy or Policies of Title Insurance contemplated by this Report is:

ALTA Owner's Policy 2006

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

Fee

2. Title to said estate or interest at the date hereof is vested in:

ALLEGRETTI & COMPANY, A CALIFORNIA CORPORATION

3. The Land referred to in this Report is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 018-010-025-000, 018-170-004-000, 018-170-005-000, 018-170-006-000,

018-170-007-000, 018-170-008-000, 018-170-010-000, 018-170-011-000,

018-170-012-000 and 018-170-013-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF , COUNTY OF IMPERIAL, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THOSE CERTAIN PARCELS OF LAND IN TOWNSHIP 12 SOUTH, RANGE 9 EAST, S.B.M., IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF AS FOLLOWS:

PARCEL 1: THE SOUTH HALF OF SECTION 15, EXCEPTING STATE HIGHWAY 78 RIGHT OF WAY.

ALSO EXCEPTING THEREFROM 20% INTEREST IN AND TO ALL OIL, GAS, HOT WATER, STEAM, STEAM POWER, THERMAL ENERGY AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM SAID LAND, AS RESERVED BY SAN DIEGO TRUST AND SAVINGS BANK, AS TRUSTEE OF TRUST 1-3358-00-2.

PARCEL 2: EAST HALF OF SECTION 22;

EXCEPTING THEREFROM 20% INTEREST IN AND TO ALL OIL, GAS, HOT WATER, STEAM, STEAM POWER, THERMAL ENERGY AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM SAID LAND, AS RESERVED BY SAN DIEGO TRUST AND SAVINGS BANK, AS TRUSTEE OF TRUST 1-3358-00-2.

PARCEL 3: ALL OF SECTION 23;

EXCEPTING THEREFROM 20% INTEREST IN AND TO ALL OIL, GAS, HOT WATER, STEAM, STEAM POWER, THERMAL ENERGY AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM SAID LAND, AS RESERVED BY SAN DIEGO TRUST AND SAVINGS BANK, AS TRUSTEE OF TRUST 1-3358-00-2.

PARCEL 4: ALL OF SECTION 25;

EXCEPTING THEREFROM 20% INTEREST IN AND TO ALL OIL, GAS, HOT WATER, STEAM, STEAM POWER, THERMAL ENERGY AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM SAID LAND, AS RESERVED BY SAN DIEGO TRUST AND SAVINGS BANK, AS TRUSTEE OF TRUST 1-3358-00-2.

PARCEL 5: NORTHWEST QUARTER OF SECTION 26:

EXCEPTING THEREFROM 20% INTEREST IN AND TO ALL OIL, GAS, HOT WATER, STEAM, STEAM POWER, THERMAL ENERGY AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM SAID LAND, AS RESERVED BY SAN DIEGO TRUST AND SAVINGS BANK, AS TRUSTEE OF TRUST 1-3358-00-2.

PARCEL 6: NORTHEAST QUARTER OF SECTION 27;

EXCEPTING THEREFROM 20% INTEREST IN AND TO ALL OIL, GAS, HOT WATER, STEAM, STEAM POWER, THERMAL ENERGY AND OTHER MINERALS IN AND UNDER AND THAT MAY BE

EXHIBIT "A"

Legal Description

PRODUCED FROM SAID LAND, AS RESERVED BY SAN DIEGO TRUST AND SAVINGS BANK, AS TRUSTEE OF TRUST 1-3358-00-2.

PARCEL 7: NORTHEAST QUARTER OF SECTION 26.

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

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2013-2014.
- 2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 090-002

Tax ID No.: 018-010-025-000
Fiscal Year: 2012-2013
1st Installment: \$785.07 Paid
2nd Installment: \$873.57 Not Paid

Exemption: \$0.00 Land: \$133,700.00 Improvements: \$0.00

Personal Property: \$0.00

Affects Parcel 1

3. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 090-002

Tax ID No.: 018-170-004-000
Fiscal Year: 2012-2013
1st Installment: \$147.56 Paid
2nd Installment: \$172.31 Not Paid

Exemption: \$0.00 Land: \$24,500.00 Improvements: \$0.00 Personal Property: \$0.00

Affects a portion of Parcel 2

4. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 090-002

Tax ID No.: 018-170-005-000 Fiscal Year: 2012-2013 1st Installment: \$562.64 Paid \$628.90 Not Paid

Exemption: \$0.00

Land: \$25,900.00

Improvements: \$56,340.00

Personal Property: \$0.00

Affects a portion of Parcel 2

5. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 090-002

Tax ID No.: 018-170-006-000
Fiscal Year: 2012-2013
1st Installment: \$331.46 Paid
2nd Installment: \$374.60 Not Paid

Exemption: \$0.00 Land: \$56,000.00 Improvements: \$0.00 Personal Property: \$0.00

Affects a portion of Parcel 2

6. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 090-002

Tax ID No.: 018-170-007-000 Fiscal Year: 2012-2013 1st Installment: \$633.87 Paid \$707.25 Not Paid

Exemption: \$0.00 Land: \$107,800.00 Improvements: \$0.00 Personal Property: \$0.00

Affects a portion of Parcel 2

7. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 090-002

Tax ID No.: 018-170-008-000
Fiscal Year: 2012-2013
1st Installment: \$4,360.97 Paid
2nd Installment: \$4,807.06 Not Paid

Exemption: \$0.00

Land: \$380,000.00 Improvements: \$349,900.00 Personal Property: \$3,880.00

Affects Parcel 3

8. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 090-002

Tax ID No.: 018-170-010-000
Fiscal Year: 2012-2013
1st Installment: \$1,628.95 Paid
2nd Installment: \$1,801.84 NotPaid

Exemption: \$0.00 Land: \$278,250.00

Improvements: \$0.00 Personal Property: \$0.00

9. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 090-002

Tax ID No.: 018-170-012-000
Fiscal Year: 2012-2013
1st Installment: \$688.16 Paid
2nd Installment: \$766.97 Not Paid

Exemption: \$0.00 Land: \$108,500.00 Improvements: \$8,600.00 Personal Property: \$0.00

Affects Parcel 5

10. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 090-002

Tax ID No.: 018-170-013-000
Fiscal Year: 2012-2013
1st Installment: \$657.21 Paid
2nd Installment: \$732.93 Not Paid

Exemption: \$0.00 Land: \$108,500.00 Improvements: \$3,300.00 Personal Property: \$0.00

Affects Parcel 6

11. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 090-002

Tax ID No.: 018-170-011-000
Fiscal Year: 2012-2013
1st Installment: \$657.21Paid
2nd Installment: \$732.93 NotPaid

Exemption: \$0.00
Land: \$108,500.00
Improvements: \$3,300.00
Personal Property: \$0.00

- 12. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation Code of the State of California.
- 13. Easements for roads, trails, power and telephone lines, highways and incidental purposes, disclosed by:
 - (a.) Plat of Township 12 South, Range 9 East, S.B.M.
 - (c). Bureau of Land Management Master Title Plats of the land described herein.
 - (d). Assessors plats of the County of Imperial, State of California
- 14. A right of way of lawful width for any and all existing and lawfully established County Roads, as excepted from the deed executed by The Southern Pacific Land Company, recorded May 5, 1933 in book 359, page 226 of Official Records.

15. Right of Way for State Highway over the South 150 feet of the North half of the North 50 feet of the South half of Sections 13 and 15 herein described, lying adjacent to and parallel with the center line of said Sections, disclosed in Case No. 14091, Superior Court, Imperial County, Condemnation Proceedings.

Affects Parcel 1

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Imperial Irrigation District

Purpose: For a power line and appurtenances. Recording No.: in book 741, page 254 of Official Records

Affects: Along a line parallel with and one foot South of the South right of way line of the

State Highway along the North side of the South half of said Section 15.

Affects Parcel 1

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Imperial Irrigation District

Purpose: For a power line and appurtenances. Recording No.: in book 814, page 320 of Official Records

Affects: Along a line parallel with and 29 feet East of the West line of the North half

of said Section 23.

Affects Parcel 3

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Imperial Irrigation District

Purpose: For a power line and appurtenances, overhead and/or underground with means

of ingress and egress.

Recording Date: March 17, 1960

Recording No.: in book 1045, page 367 of Official Records

Affects: Said power line to be located along a line which is parallel with and 39 feet West

of the East line of the East half of said Section 25.

Affects Parcel 4

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Imperial Irrigation District

Purpose: To construct, operate and maintain a power line or lines, overhead and/or

underground and necessary appurtenances, together with ingress and egress thereto.

Recording Date: August 11, 1967

Recording No.: in book 1249, page 903 of Official Records

Affects: That portion of the Northeast quarter of Section 22, the center line of which is

described as follows: Along a line which is parallel with and one foot South of the North line of the above described property. Also, beginning at a point in the North line of said Section 22, which is 361 feet East of the Northwet corner of the Northeast quarter of the Northeast quarter thereof; thence South, parallel to the

West line of said Northeast quarter of the Northeast quarter, 440 feet.

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Imperial Irrigation District

Purpose: To construct, operate and maintain a power line overhead and/or underground

and necessary appurtenances, together with the right of ingress and egress.

Recording Date: December 1, 1975

Recording No.: in book 1381, page 1529 of Official Records

Affects: Said power line to be located as follows: The West half of the Southwest quarter

of Section 15, Township 12 South, Range 9 East, S.B.M., along a line which is parallel with and one foot East of the West line of the above described property.

Affects Parcel 1

21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Imperial Irrigation District

Purpose: To construct, operate and maintain a power line overhead and/or underground

and necessary appurtenances, together with the right of ingress and egress.

Recording Date: August 29, 1977

Recording No.: in book 1405, page 940 of Official Records

Affects: Affects the South half of Section 23, the center line being described as follows:

Along a line which is parallel with and 10 feet South of the North line of the above

described property.

Affects Parcel 3

22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Imperial Irrigation District

Purpose: To construct, operate and maintain a power line overhead and/or underground

and necessary appurtenances, together with the right of ingress and egress.

Recording Date: October 29, 1976

Recording No.: in book 1393, page 1502 of Official Records

Affects: Said power line to be located as follows: Along a line which is parallel with

and 200 feet East of the West line of the above described Section 23; and along a line which is parallel with and one foot South of the North line of the East 400 feet of the Northeast guarter of Section 27, described above.

Affects Parcels 3 and 6

23. An easement for ingress and egress 15 feet in width along the North line of said land as reserved in deed from Ronald C. Chaney, an unmarried man, recorded January 28, 1970 in book 1288, page 736 of Official Records.

24. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Imperial Irrigation District

Purpose: For the purpose of constructing, operating and maintaining a power line or lines,

overhead and/or underground, and necessary appurtenances attached thereto or as from time to time may be reconstructed, enlarged or otherwise changed.

Recording Date: May 3, 1982

Recording No.: 38 in book 1484, page 125 of Official Records

Affects: The Northeast quarter of Section 23, Township 12 South, Range 9 East, S.B.M.,

the center line of said right of way is particularly described as follows: Along a line

which is parallel with and 1822.21 feet West of the East line of the above described property.

Affects Parcel 3

25. Matters contained in that certain document

Entitled: Memorandum of Conditional

Dated: August 22, 1988

Executed by: Jurg Heuberger, Planning Director, County of Imperial

Recording Date: August 24, 1988

Recording No.: 88-13819 in book 1609, page 600 of Official Records

Affects: Parcel 3

Reference is hereby made to said document for full particulars.

- 26. Any rights incidental to the ownership and development of the mineral interest reserved by San Diego Trust and Savings Bank, as Trustee of Trust 1-3358-00-2.
- 27. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- 28. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

- 29. Easements and rights of way for public or private roads or highways along the boundaries of said land as the same now exist and are in use.
- 30. Any water rights or claims or title to water in or under the Land, whether or not shown by the public records.
- 31. 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.

END OF EXCEPTIONS

NOTES

- 1. Note: The current owner does NOT qualify for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs, for the herein described Land.
- 2. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- 3. If this company is requested to disburse funds in connection with this transaction, Chapter 598, Statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold period for cashier's checks, certified checks and teller's checks is one business day after the day deposited. Other checks require a hold period of from two to five business days after the day deposited. In the event that the parties to the contemplated transaction wish to record prior to the time that the funds are available for disbursement (and subject to Company approval), the Company will require the prior written consent of the parties. Upon request, a form acceptable to the company authorizing said early recording may be provided to Escrow for execution.

Wire Transfers

There is no mandated hold period for funds deposited by confirmed wire transfer. The Company may disburse such funds the same day.

Chicago Title will disburse by Wire (Wire-out) only collected funds or funds received by confirmed Wire (Wire-in). Wiring Instructions for Chicago Title Company, El Centro, CA, are as follows:

Receiving Bank: Union Bank

1980 Saturn Street

Monterey Park, CA 91755

ABA Routing No.: 122000496

Credit Account Name: Chicago Title Company

Credit Account No.: 9101051085 Escrow No.: 7101204736

These wiring instructions are for this specific transaction involving the Title Department of the El Centro office of Chicago Title Company. These instructions therefore should not be used in other transactions without first verifying the information with our accounting department. It is imperative that the wire text be exactly as indicated. Any extraneous information may cause unnecessary delays in confirming the receipt of funds.

- 4. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- 5. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

6. The Company will require an ALTA/ACSM LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/ACSM LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

7. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Allegretti & Company, a California corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

8. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of Corporation: Allegretti & Company, a California corporation

- a. A Copy of the corporation By-laws and Articles of Incorporation.
- b. An original or certified copy of a resolution authorizing the transaction contemplated herein.
- c. If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF NOTES

ATTACHMENT ONE

AMERICAN LAND TITLE ASSOCIATION 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:
 - land use
 - improvements on the land
 - land division
 - · 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 notice of exercising the right appears in the public records on the Policy Date
 - · the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
- 3. Title Risks:
 - · that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
 - that result in no loss to you
 - 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:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A

or

· in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

- 1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
- 2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.
- 3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
- 4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

ATTACHMENT ONE (CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 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 (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 a 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 the 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 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; 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 the 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 this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

SCHEDULE B, PART I 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:

PARTI

- 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 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 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, 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.

FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE 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 a 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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
- 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
 property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or 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 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, 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.

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

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

- (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.

FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) 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 a 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) 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, or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
 property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings,
 whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interests or claims 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, 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.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (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 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 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.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03) EXCLUSIONS

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

- Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. Land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

- 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 apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
- 3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
- 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear 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.d, 22, 23, 24 or 25.
- 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 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

 For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1.00% of Policy Amount or \$2,500.00 (whichever is less)	<u>\$10,000.00</u>
Covered Risk 15:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	<u>\$25,000.00</u>
Covered Risk 16:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	<u>\$25,000.00</u>
Covered Risk 18:	1.00% of Policy Amount or \$2,500.00 (whichever is less)	\$ <u>5,000.00</u>

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10) EXCLUSIONS

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

- Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - building;
 - zoning; h.
 - C. land use;
 - improvements on the Land; d.
 - land division: and e.
 - environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17. 3.
- - that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; a.
 - that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; b.
 - that result in no loss to You; or
 - 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.
- Failure to pay value for Your Title.
- Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

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.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) 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 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 improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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) 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 damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which 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 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
- 6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
- 7. 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 limit the coverage provided in Covered Risk 8.
- 8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
- The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

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 which arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 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.
- . 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.
- 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.

NOTICE

You may be entitled to receive a Twenty And No/100 Dollars (\$20.00) discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.



FIDELITY NATIONAL FINANCIAL™

PRIVACY STATEMENT

Effective Date: May 1, 2008

Order No.: 7101204736-

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

PERSONAL INFORMATION COLLECTED

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as
 information concerning your policy, premiums, payment history, information about your home or other real
 property, information from lenders and other third parties involved in such transaction, account balances, and
 credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

DISCLOSURE OF PERSONAL INFORMATION

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services
 you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation,
 or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

PRIVACY STATEMENT

Effective Date: May 1, 2008 (continued)

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies:

We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties:

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

ACCESS TO PERSONAL INFORMATION / REQUESTS FOR CORRECTION, AMENDMENT, OR DELETION OF PERSONAL INFORMATION

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, <u>FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.</u>

For your protection, <u>all requests made under this section must be in writing and must include your notarized signature to establish your identity</u>. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, FL 32204

CHANGES TO THIS PRIVACY STATEMENT

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company

CLTC - Commonwealth Land Title Company

FNTC - Fidelity National Title Company

FNTCCA - Fidelity National Title Company of California FNTIC - Fidelity National Title Insurance Company

TICOR - Ticor Title Company of California

LTC - Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company

CLTIC - Commonwealth Land Title Insurance Company

FNTIC - Fidelity National Title Insurance Company

CTIC - Chicago Title Insurance Company

CLTIC - Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT **POLICIES (CTIC, FNTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 to 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

FEE REDUCTION SETTLEMENT PROGRAM (CTC, CTIC, CLTC, CLTIC, FNTC, FNTCCA, FNTIC, LTC, TICOR)

Eligible customers shall receive a \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California et al. v. Fidelity National Title Insurance Company et al., Sacramento Superior Court Case No. 99AS02793, and related cases.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.



EXHIBIT A

Order No.: 7101204736

For APN/Parcel ID(s): 018-010-025-000, 018-170-004-000, 018-170-005-000, 018-170-006-000,

018-170-007-000, 018-170-008-000, 018-170-010-000, 018-170-011-000,

018-170-012-000 and 018-170-013-000

ALL THOSE CERTAIN PARCELS OF LAND IN TOWNSHIP 12 SOUTH, RANGE 9 EAST, S.B.M., IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF AS FOLLOWS:

PARCEL 1: THE SOUTH HALF OF SECTION 15, EXCEPTING STATE HIGHWAY 78 RIGHT OF WAY.

ALSO EXCEPTING THEREFROM 20% INTEREST IN AND TO ALL OIL, GAS, HOT WATER, STEAM, STEAM POWER, THERMAL ENERGY AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM SAID LAND, AS RESERVED BY SAN DIEGO TRUST AND SAVINGS BANK, AS TRUSTEE OF TRUST 1-3358-00-2.

PARCEL 2: EAST HALF OF SECTION 22;

EXCEPTING THEREFROM 20% INTEREST IN AND TO ALL OIL, GAS, HOT WATER, STEAM, STEAM POWER, THERMAL ENERGY AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM SAID LAND, AS RESERVED BY SAN DIEGO TRUST AND SAVINGS BANK, AS TRUSTEE OF TRUST 1-3358-00-2.

PARCEL 3: ALL OF SECTION 23;

EXCEPTING THEREFROM 20% INTEREST IN AND TO ALL OIL, GAS, HOT WATER, STEAM, STEAM POWER, THERMAL ENERGY AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM SAID LAND, AS RESERVED BY SAN DIEGO TRUST AND SAVINGS BANK, AS TRUSTEE OF TRUST 1-3358-00-2.

PARCEL 4: ALL OF SECTION 25;

EXCEPTING THEREFROM 20% INTEREST IN AND TO ALL OIL, GAS, HOT WATER, STEAM, STEAM POWER, THERMAL ENERGY AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM SAID LAND, AS RESERVED BY SAN DIEGO TRUST AND SAVINGS BANK, AS TRUSTEE OF TRUST 1-3358-00-2.

PARCEL 5: NORTHWEST QUARTER OF SECTION 26;

EXCEPTING THEREFROM 20% INTEREST IN AND TO ALL OIL, GAS, HOT WATER, STEAM, STEAM POWER, THERMAL ENERGY AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM SAID LAND, AS RESERVED BY SAN DIEGO TRUST AND SAVINGS BANK, AS TRUSTEE OF TRUST 1-3358-00-2.

PARCEL 6: NORTHEAST QUARTER OF SECTION 27:

EXCEPTING THEREFROM 20% INTEREST IN AND TO ALL OIL, GAS, HOT WATER, STEAM, STEAM POWER, THERMAL ENERGY AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM SAID LAND, AS RESERVED BY SAN DIEGO TRUST AND SAVINGS BANK, AS TRUSTEE OF TRUST 1-3358-00-2.

EXHIBIT A

(continued)

PARCEL 7: NORTHEAST QUARTER OF SECTION 26.

Appendix B EDR Environmental Liens Search Report



Seville Solar Project

SEC 23 & Part of SEC 26 & 27, T12S, R9E, SBB&M Unincorporated Imper, CA 92274

Inquiry Number: 3366110.7

July 16, 2012

EDR Environmental Lien and AUL Search





EDR Environmental Lien and AUL Search

The EDR Environmental Lien and AUL Search Report provides results from a search of available current land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.

A network of professional, trained researchers, following established procedures, uses client supplied address information to:

- · search for parcel information and/or legal description;
- search for ownership information;
- research official land title documents recorded at jurisdictional agencies such as recorders' offices, registries of deeds, county clerks' offices, etc.;
- access a copy of the deed;
- search for environmental encumbering instrument(s) associated with the deed;
- provide a copy of any environmental encumbrance(s) based upon a review of key words in the instrument(s) (title, parties involved, and description); and
- provide a copy of the deed or cite documents reviewed.

Thank you for your business.

Please contact EDR at 1-800-352-0050 with any questions or comments.

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EDR Environmental Lien and AUL Search

TARGET PROPERTY INFORMATION

ADDRESS

SEC 23 & Part of SEC 26 & 27, T12S, R9E, SBB&M Seville Solar Project Unincorporated Imper, CA 92274

RESEARCH SOURCE

Source 1:

Imperial Recorder Imperial, CA

PROPERTY INFORMATION

Deed 1:

Type of Deed: deed

Title is vested in: Allegretti & Co
Title received from: Ranch Oasisi Ltd

Deed Dated 1/17/1982
Deed Recorded: 1/18/1982
Book: NA
Page: na
Volume: na
Instrument: na
Docket: NA

Land Record Comments: See Exhibit

Miscellaneous Comments: na

Legal Description: See Exhibit
Legal Current Owner: Allegretti & Co

Parcel #/ Property Identifier: 018-170-008-00, 018-170-011-00, 018-170-012-00, 018-170-013-00

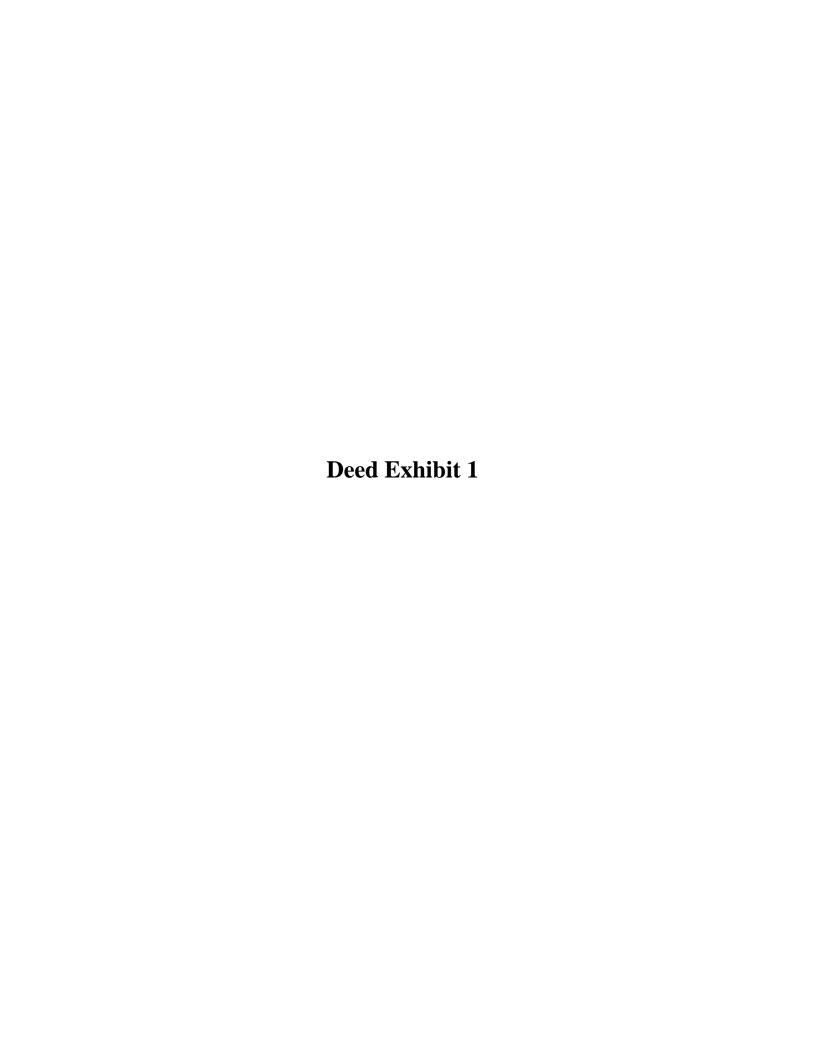
Comments: See Exhibit

<u>ENV</u>	<u>IRO</u>	<u>NMEI</u>	<u>NTAL</u>	<u>LIEN</u>

Environmental Lien: Found Not Found

OTHER ACTIVITY AND USE LIMITATIONS (AULs)

AULs: Found Not Found



RECORDING PERUISTED BY

an and lighthem cores.

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWICK SHOWN BELOW, MAIL TAX STATEMENTS TO:

Allegretti & Company c/o Irsield, Irsield & Younger 7060 Hollywood Bl., Suite 1011 Hollywood, Ca. 90028 Attn: John Brink

MOLORES PROVENCIO IMPERIAL COUNTY RECORDED

60: E H4 B1 NAI, SB' BOOX 1479 ADE 616

FEE \$7.00

OFFICIAL RECORDS IMPERIAL COUNTY, GALIF.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Unincorporated

(City or Unincorperated)

Grant Deed

DOCUMENTARY TRANSFER TAX is \$ 1,5 94,440 (1) con parted on full value of property conveyed, or 1,5 compared on full value of property conveyed, or THE UNDERSIGNED GRANTOROD DECLAREGO

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

1& computed on full value to a value of ficus of ent

RANCH CASIS LTD., a Limited Fartnership, and RANCH CASIS ASSOCIATES, a Limited Partnership, For a Valuable Consideration, the receipt of which is hereby acknowledged, hereby GRANT(s) To ALLEGRETTI & COMPANY, a Celifornia Coproration Imperial , State of California, described as follows: all that real property situated in the County of CORFORATED

RANCH CAS18 LTD. _ Limited Partnership December 23, 1981 Dated STATE OF CALIFORNIA COUNTY OF General Partner Lunton, before me, the undera Astory Public incord for said State, personally appeared a Limited Partnership CERRE J. Nicholas

(This area for effetal notarial scal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

(Name)

(Augress - Wumber, Street, City, State, and Zip Code)

034231 0-77 F3

WITNESS my hand and official real

STATE OF CALIFORNIA

COUNTY OF Clarific scal

A Most, Politic in anylog and County and State, personally opposed at the English of Principles and County and State, personally opposed at the English of Principles and the corporation than to repet to be the Secretar, of Principles of the personal who executed the within instrument and known to me to be the personal who executed the within instrument on healf of and corporation, sain surporation being known to me to be use of the pariners of the pariners of the personal and according to me, that such corporation executed the same as each pariner and that such partnership executed the same.

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or Pertury

c 213 (G S) Acc Corp or Stayle

Name (Typed or Printed)
Piotaty Public in and for said County and State

FOR NOTARY BEAL OR STAMP

OFFICIAL SIA

WILLIAM V WOODING, SR

LOTACIA COUNTY

RIPEROI COUNTY

11 TOWN 110 N 23 103 H

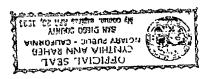
M

State of California) County of San Diego)

On January 13, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared George J. Nicholas, known to me to be the president of Nicholas & Associates, the general partner of Ranch Oasis Associates, the partnership that executed the within instrument and Gene Bunton, known to me to be the general partner of Ranch Oasis, Ltd., the partnership that also executed the within instrument and acknowledged to me their signatures thereon and that such partnership executed same.

Cynthia Que Kake b





: :urity Factfic National Bank Escrow 333-6012 Fage 1 of 2

LEGAL DESCRIPTION:

All those certain parcels of land in TOWNSHIP 12 South, RANGE 9 East, S.B.M., in an unincorporated area of the County of Imperial, State of California, according to the official plat thereof as follows:

PARCEL 1: South half of Section 1;

EXCEPTING THEREFROM 20% interest in and to all oil, gas, hotwater, steam, steam power, thermal energy and other minerals in and under and that may be produced from said land, as reserved by San Diego Trust and Savings Bank as Trustee of Trust 1-3358-00-2.

PARCEL 2: South half of Section 3;

EXCEPTING THEREFROM 20% interest in and to all oil, gas not water, steam, steam power, thermal energy and other minerals in and under and that may be produced from said land, as reserved by San Diego Trust and Savings Bank as Trustee of Trust 1-3358-00-2.

PARCEL 3: All of Section 11;

EXCEPTING THEREFROM 20% interest in and to all oil, gas, hot water, steam, steam power, thermal energy and other minerals in and under and that may be produced from said land, as reserved by San Diego Trust and Savings Bank as Trustee of Trust 1-3358-00-2.

PARCEL 4:

All of Section 13, EXCEPTING State Highway 78 right of way and EXCEPTING from the southeast quarter of Section 13, that portion described as follows:
BEGINNING at the intersection of the east line of said Section 13, with the south right of way line of State Highway No. 78, as shown on Licensed Surveyors Map filed in book 4, page 39 of Records of Surveyo of Imperial County; thence along said State Highway right of way, west 248.7 feet; thence south G°50'30" east, 208.7 feet; thence east, parallel to the south right of way of State Highway No. 78, 248.7 feet to the east line of said Section 13; thence north O°50'30" west 208.7 feet to the point of BEGINNING.

EXCEPTING THEREFROM the easterly 40 feet thereof conveyed to the IMPERIAL IRRIGATION DISTRICT by deed recorded April 7, 1960 in book 1047, page 201 of Official Records.

EXCEPTING THEREFRON 20% of interest in and to all cil, gas, hot water, steam, steam power, thermal energy and other minerals in and under and that may be produced from said land, as reserved by San Diego Trust and Savings Dank as Trustee of Trust 1-3358-00-2.

PARCEL 5: All of Section 15, EXCEPTING State Highway 78 right of way.

"continued"

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· 医医检测器 明 西班牙尼尔

建筑铁铁铁 化甲状形线 医全体 包 医粘固

PARCEL 5 CONTINUED:

ALSO, EXCEPTING THEREFRON 20% interest in and to all oil, gas, hot water, steam, steam power, thermal energy and other minerals in and under and that may be produced from said land, as reserved by San Diego Trust and Savings Bank as Trustee of Trust 1-3358-00-2.

PARCEL 6: East half of Section 22;

EXCEPTING THERFROM 20% interest in and to all bil, gos, hot water, steam, steam power, thermal energy and other minerals in and under and that may be produced from said land, as reserved by San Diego Trust and Savings Bank as Trustee of Trust 1-3358-00-2.

PARCEL 7: All of Section 23;

EXCEPTING THEREFROM 20% interest in and to all oil, gas, hot water, steam, steam power, thermal energy and other minerals in and under and that may be produced from said land as reserved by Can Diego Trust and Savings Bank as Trustee of Trust 1-3358-00-2.

PARCEL 8: All of Section 25;

EXCEPTING THEREFROM 20% interest in and to all oil, gas, hot water, steam, steam power, thermal energy and other minerals in and under and that may be produced from said land, as reserved by San Diego Trust and Savings Bank as Trustee of Trust 1-3358-00-2.

PARCEL 9: Northwest quarter of Section 26;

EXCEPTING THEFEFRON 20% interest in and to all oil, gas, hot vater, steam, steam power, thermal energy and other minerals in and under and that may be produced from said land, as reserved by San Diego Trust and Savings Bank as Trustee of Trust 1-3358-00-2.

PARCEL 10: Northeast quarter of Section 27;

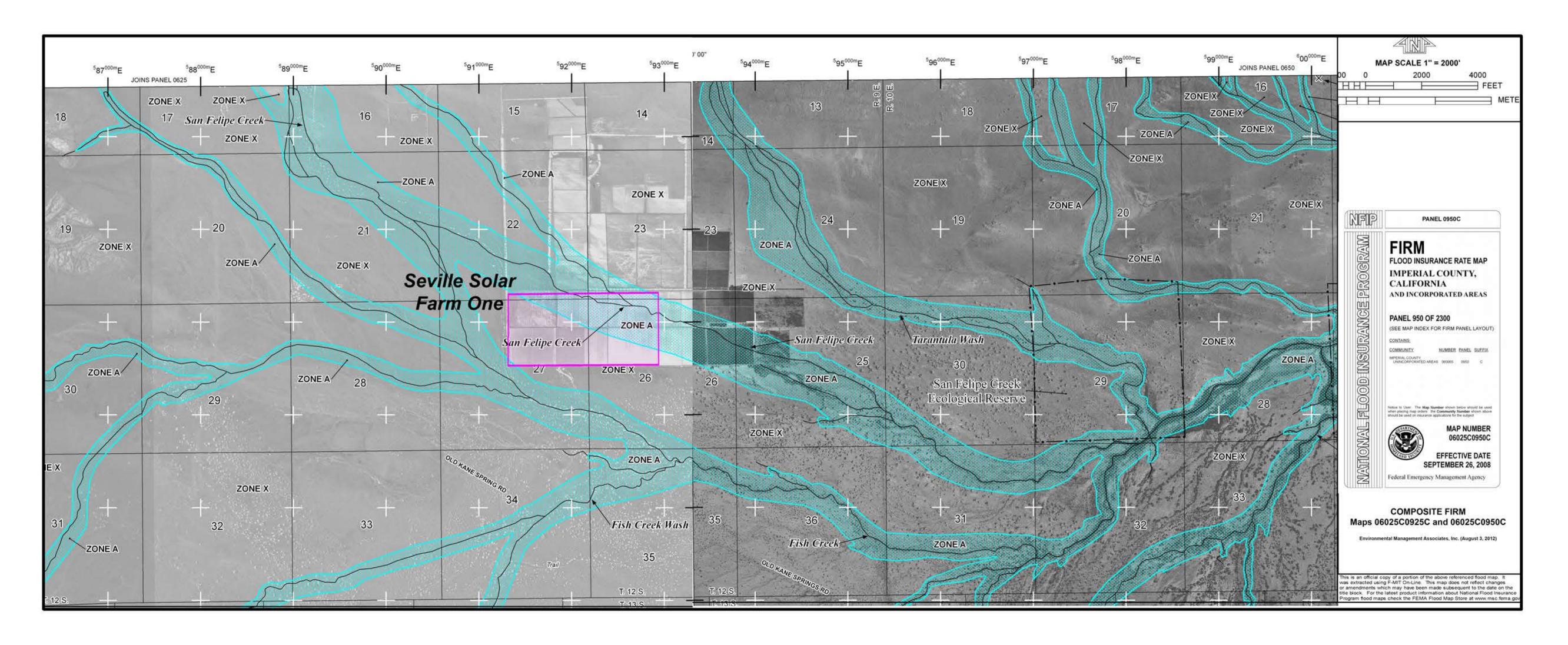
EXCEPTING THEREFROM 20% interest in and to all cil, gas, hot water, steam, steam power, thermal energy and other minerals in and toder and that may be produced from said land, as reserved by San Diego Trust and Savings Bank as Trustee of Trust 1-3358-00-2.

PARCEL 11: NORTHEAST quarter of Section 26.

980

Appendix C

FEMA Firm





Appendix D EDR – Radius Map with GeoCheck



Seville Solar Farm One

Portions of Section 26 and 27, T12S, R9E, SBB&M Unincorporated Imper, CA 92274

Inquiry Number: 3574825.2s

April 11, 2013

The EDR Radius Map™ Report with GeoCheck®

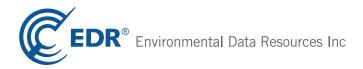




TABLE OF CONTENTS

SECTION	PAGE
Executive Summary	ES1
Overview Map.	2
Detail Map.	3
Map Findings Summary	4
Map Findings	8
Orphan Summary	9
Government Records Searched/Data Currency Tracking.	GR-1
GEOCHECK ADDENDUM	
Physical Setting Source Addendum	A-1
Physical Setting Source Summary	A-2
Physical Setting SSURGO Soil Map.	A-5
Physical Setting Source Map.	A-10
Physical Setting Source Map Findings.	A-12
Physical Setting Source Records Searched	A-19

Thank you for your business.Please contact EDR at 1-800-352-0050 with any questions or comments.

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A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-05) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

PORTIONS OF SECTION 26 AND 27, T12S, R9E, SBB&M UNINCORPORATED IMPER, CA 92274

COORDINATES

Latitude (North): 33.1011000 - 33° 6' 3.96" Longitude (West): 116.0113000 - 116° 0' 40.68"

Universal Tranverse Mercator: Zone 11 UTM X (Meters): 592258.6 UTM Y (Meters): 3662738.2

Elevation: 21 ft. below sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 33116-A1 BORREGO MOUNTAIN SE, CA

Most Recent Revision: 1991

East Map: 33115-A8 HARPERS WELL, CA

Most Recent Revision: 1995

AERIAL PHOTOGRAPHY IN THIS REPORT

Photo Year: 2010 Source: USDA

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list	
NPL	National Priority List

Proposed NPL..... Proposed National Priority List Sites NPL LIENS..... Federal Superfund Liens Federal Delisted NPL site list Delisted NPL..... National Priority List Deletions Federal CERCLIS list CERCLIS..... FEDERAL FACILITY..... Federal Facility Site Information listing Federal CERCLIS NFRAP site List CERC-NFRAP..... CERCLIS No Further Remedial Action Planned Federal RCRA CORRACTS facilities list CORRACTS..... Corrective Action Report Federal RCRA non-CORRACTS TSD facilities list RCRA-TSDF...... RCRA - Treatment, Storage and Disposal Federal RCRA generators list RCRA-LQG...... RCRA - Large Quantity Generators RCRA-SQG..... RCRA - Small Quantity Generators RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator Federal institutional controls / engineering controls registries US ENG CONTROLS..... Engineering Controls Sites List US INST CONTROL..... Sites with Institutional Controls LUCIS.....Land Use Control Information System Federal ERNS list ERNS..... Emergency Response Notification System State- and tribal - equivalent NPL RESPONSE...... State Response Sites State- and tribal - equivalent CERCLIS ENVIROSTOR..... EnviroStor Database State and tribal landfill and/or solid waste disposal site lists SWF/LF..... Solid Waste Information System State and tribal leaking storage tank lists

LUST...... Geotracker's Leaking Underground Fuel Tank Report

SLIC Statewide SLIC Cases

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists

UST..... Active UST Facilities

AST_____ Aboveground Petroleum Storage Tank Facilities INDIAN UST_____ Underground Storage Tanks on Indian Land

FEMA UST..... Underground Storage Tank Listing

State and tribal voluntary cleanup sites

VCP...... Voluntary Cleanup Program Properties INDIAN VCP...... Voluntary Cleanup Priority Listing

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

ODI..... Open Dump Inventory

DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations

WMUDS/SWAT..... Waste Management Unit Database

SWRCY..... Recycler Database

HAULERS...... Registered Waste Tire Haulers Listing

INDIAN ODI_____ Report on the Status of Open Dumps on Indian Lands

Local Lists of Hazardous waste / Contaminated Sites

US CDL_____ Clandestine Drug Labs
HIST Cal-Sites_____ Historical Calsites Database

SCH......School Property Evaluation Program

Toxic Pits Cleanup Act Sites

CDL...... Clandestine Drug Labs

US HIST CDL..... National Clandestine Laboratory Register

Local Lists of Registered Storage Tanks

CA FID UST..... Facility Inventory Database

HIST UST..... Hazardous Substance Storage Container Database

SWEEPS UST Listing

Local Land Records

LIENS 2...... CERCLA Lien Information
LIENS...... Environmental Liens Listing
DEED...... Deed Restriction Listing

Records of Emergency Release Reports

HMIRS..... Hazardous Materials Information Reporting System

CHMIRS...... California Hazardous Material Incident Report System

LDS......Land Disposal Sites Listing
MCS.....Military Cleanup Sites Listing
SPILLS90....SPILLS90 data from FirstSearch

Other Ascertainable Records

CONSENT...... Superfund (CERCLA) Consent Decrees

TRIS...... Toxic Chemical Release Inventory System

TSCA..... Toxic Substances Control Act

Act)/TSCA (Toxic Substances Control Act)

HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing

SSTS______Section 7 Tracking Systems

ICIS...... Integrated Compliance Information System

RMP...... Risk Management Plans CA BOND EXP. PLAN..... Bond Expenditure Plan

UIC......UIC Listing

NPDES Permits Listing

Cortese Waste & Substances Sites List

HIST CORTESE...... Hazardous Waste & Substance Site List

WIP..... Well Investigation Program Case List

ENF..... Enforcement Action Listing EMI..... Emissions Inventory Data INDIAN RESERV..... Indian Reservations

SCRD DRYCLEANERS...... State Coalition for Remediation of Drycleaners Listing

COAL ASH DOE..... Steam-Electric Plant Operation Data

COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List HWT...... Registered Hazardous Waste Transporter Database

HWP EnviroStor Permitted Facilities Listing
Financial Assurance Financial Assurance Information Listing
2020 COR ACTION 2020 Corrective Action Program List

US AIRS...... Aerometric Information Retrieval System Facility Subsystem

PRP....... Potentially Responsible Parties WDS...... Waste Discharge System

EPA WATCH LIST EPA WATCH LÏST

US FIN ASSUR...... Financial Assurance Information PCB TRANSFORMER...... PCB Transformer Registration Database

PROC...... Certified Processors Database

MWMP..... Medical Waste Management Program Listing

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	EDR Proprietary Manufactured Gas Plants
EDR US Hist Auto Stat	EDR Exclusive Historic Gas Stations
EDR US Hist Cleaners	EDR Exclusive Historic Dry Cleaners

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were not identified.

Unmappable (orphan) sites are not considered in the foregoing analysis.

Due to poor or inadequate address information, the following sites were not mapped. Count: 17 records.

Site Name

CVWD WELL #8991 JPH ENTERPRISES SALS TIRES ALAMO DISCOUNT MARKET

CHAPALLA MARKET

OASIS STATION

TORRES MARTINEZ PESTICIDE SITE

JPH ENTERPRISES

ALAMO DISCOUNT MARKET

OASIS STATION HORNUNG RANCH TINACHI RANCH PETER RABBIT FARMS

DESERT MOBILE HOME PARK INC FUEL FARM NAVAL AIR FACILITY EL CE NEW OASIS ELEMENTARY SCHOOL

Database(s)

RMP

HIST CORTESE

HIST CORTESE, LUST

CA FID UST, SWEEPS UST CA FID UST, SWEEPS UST

CA FID UST, SWEEPS UST

CDL

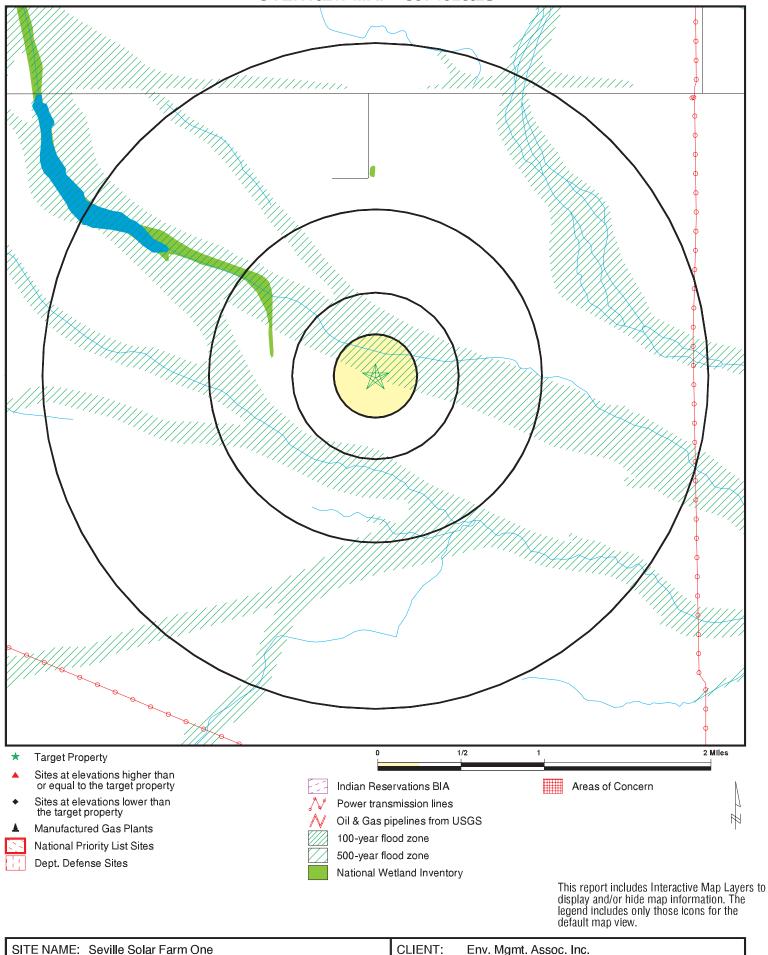
CERCLIS LUST UST UST

HIST UST HIST UST HIST UST RCRA-CESQG

ERNS

SCH, ENVIROSTOR

OVERVIEW MAP - 3574825.2s



Seville Solar Farm One

ADDRESS: Portions of Section 26 and 27, T12S, R9E, SBB&M

Unincorporated Imper CA 92274

LAT/LONG: 33.1011 / 116.0113

Env. Mgmt. Assoc. Inc. Terry R. Thomas 3574825.2s CLIENT: CONTACT: INQUIRY #: DATE: April 11, 2013 7:00 pm

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