

# **Appendix K**

## Phase I Environmental Site Assessment

## **Phase I Environmental Site Assessment**

IP Athos, LLC  
Desert Center, California



Prepared for:  
IP Athos, LLC  
2 Embarcadero Center  
7th Floor  
San Francisco, California 94118

Prepared by:  
Stantec Consulting Services Inc.  
25864-F Business Center Drive  
Redlands, California 92374

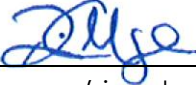
Project No. 185804152

April 18, 2018

# Sign-off Sheet and Signatures of Environmental Professionals

This document entitled Phase I Environmental Site Assessment was prepared by Stantec Consulting Services Inc. (Stantec) for the account of Intersect Power, LLC, IPREH, LLC, and IP Athos, LLC. The material in it reflects Stantec's best judgment in light of the information available to it at the time of preparation. Any use which a third party makes of this report, or any reliance on or decisions made based on it, are the responsibilities of such third parties. Stantec accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

All information, conclusions, and recommendations provided by Stantec in this document regarding the Phase I ESA have been prepared under the supervision of and reviewed by the professionals whose signatures appear below.

Prepared by   
(signature)

**Dion Monge**  
**Senior Scientist**

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

Reviewed by   
(signature)

**Anne Perez**  
**Geologic Associate**

Approved by   
(signature)

**Kyle Emerson**  
**Managing Principal Geologist**

## Table of Contents

<b>ABBREVIATIONS</b> .....	<b>1</b>
<b>1.0 SUMMARY</b> .....	<b>1.1</b>
<b>2.0 INTRODUCTION</b> .....	<b>2.1</b>
2.1 PROPERTY DESCRIPTION.....	2.2
2.2 SPECIAL TERMS, CONDITIONS, AND SIGNIFICANT ASSUMPTIONS.....	2.3
2.3 EXCEPTIONS AND LIMITING CONDITIONS.....	2.3
2.4 PERSONNEL QUALIFICATIONS.....	2.4
<b>3.0 USER-PROVIDED INFORMATION</b> .....	<b>3.1</b>
<b>4.0 RECORDS REVIEW</b> .....	<b>4.1</b>
4.1 PHYSICAL SETTING.....	4.1
4.1.1 Property Topography and Surface Water Flow.....	4.1
4.1.2 Regional and Property Geology.....	4.2
4.1.3 Regional and Property Hydrogeology.....	4.2
4.2 FEDERAL, STATE AND TRIBAL ENVIRONMENTAL RECORDS.....	4.2
4.2.1 Listings for Property.....	4.3
4.2.2 Listings for Nearby Sites with Potential to Impact Property.....	4.3
4.3 LOCAL/REGIONAL ENVIRONMENTAL RECORDS.....	4.5
4.3.1 Local Health Department.....	4.5
4.3.2 State Departments.....	4.5
4.3.3 Local Building and/or Planning Department Records.....	4.7
4.4 HISTORICAL RECORDS REVIEW.....	4.8
4.4.1 Land Title Records/Deeds.....	4.8
4.4.2 Aerial Photographs.....	4.9
4.4.3 City Directories.....	4.11
4.4.4 Historical Fire Insurance Maps.....	4.12
4.4.5 Historical Topographic Maps.....	4.12
4.4.6 Other Historical Sources.....	4.13
<b>5.0 PROPERTY RECONNAISSANCE</b> .....	<b>5.1</b>
5.1 PROPERTY RECONNAISSANCE METHODOLOGY.....	5.1
5.2 GENERAL DESCRIPTION.....	5.1
5.3 HAZARDOUS SUBSTANCES AND PETROLEUM PRODUCTS.....	5.4
5.4 INTERIOR OBSERVATIONS.....	5.7
5.5 EXTERIOR OBSERVATIONS.....	5.7
5.6 UNDERGROUND STORAGE TANKS/STRUCTURES.....	5.10
5.7 ABOVEGROUND STORAGE TANKS.....	5.10
5.8 ADJOINING PROPERTIES.....	5.11
5.8.1 Current Uses of Adjoining Properties.....	5.11
5.8.2 Observed Evidence of Past Uses of Adjoining Properties.....	5.12
5.8.3 Pits, Ponds, or Lagoons on Adjoining Properties.....	5.12
5.9 OBSERVED PHYSICAL SETTING.....	5.12
<b>6.0 INTERVIEWS</b> .....	<b>6.1</b>
<b>7.0 DATA GAPS</b> .....	<b>7.1</b>

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

<b>8.0</b>	<b>CONCLUSIONS</b> .....	<b>8.1</b>
<b>9.0</b>	<b>NON-SCOPE CONSIDERATIONS</b> .....	<b>9.1</b>
<b>10.0</b>	<b>REFERENCES</b> .....	<b>10.1</b>

### LIST OF FIGURES

Figure 1	Property Vicinity Map, Areas A Through F
Figure 2	Property Map, Area A
Figure 3	Property Map, Areas B Through D
Figure 4	Property Map, Area E
Figure 5	Property Map, Area F

### LIST OF APPENDICES

APPENDIX A	PHOTOGRAPHS OF THE PROPERTY AND VICINITY
APPENDIX B	STANTEC RESUMES
APPENDIX C	ENVIRONMENTAL AGENCY DATABASE SEARCH REPORT
APPENDIX D	USER PROVIDED RECORDS
APPENDIX E	HISTORICAL DOCUMENTS
APPENDIX F	HISTORICAL AERIAL PHOTOGRAPHS (COMPACT DISC)

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

## Abbreviations

AAI	All Appropriate Inquiry
ACM	Asbestos containing material
AST	Aboveground Storage Tank
ASTM	American Society for Testing and Materials
BER	Business Environmental Risk
CAA	Clean Air Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulation
CREC	Controlled Recognized Environmental Conditions
CWA	Clean Water Act
ELUC	Environmental Land Use Control
EP	Environmental Professional
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
FEMA	Federal Emergency Management Agency
ft msl	Feet above mean sea level
HREC	Historical Recognized Environmental Conditions
HWMU	Hazardous Waste Management Unit
LBP	Lead-based Paint
LUST	Leaking Underground Storage Tank
MEC	Munitions and Explosives of Concern
NESHAP	National Emissions Standard for Hazardous Air Pollutants
PAHs	Polynuclear Aromatic Hydrocarbons
PCBs	Polychlorinated Biphenyls
pVEC	Potential Vapor Encroachment Condition
RCRA	Resource Conservation and Recovery Act
REC	Recognized Environmental Conditions
SWMU	Solid Waste Management Unit
TSCA	Toxic Substance Control Act
USDA	United States Department of Agriculture
USGS	United States Geological Survey
UST	Underground Storage Tank
UXO	Unexploded Ordnance
VOCs	Volatile Organic Compounds

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

SUMMARY

April 18, 2018

## 1.0 SUMMARY

Stantec Consulting Services Inc. (Stantec) has completed a Phase I Environmental Site Assessment (ESA) report for the property located on approximately 3,388 acres near the town of Desert Center in Riverside County, California (the "Property"), on behalf of IP Athos, LLC (the "Client").

The Phase I ESA was conducted in conformance with the requirements of American Society for Testing and Materials (ASTM) Designation E 1527-13 and All Appropriate Inquiries (AAI) Final Rule 40 CFR Part 312, except as may have been modified by the scope of work, and terms and conditions, requested by the Client. Any exceptions to, or deletions from, the ASTM practice are described in Section 2.3. The work was performed according to Stantec's proposal and terms and conditions dated November 21, 2017.

The Property consists of a total of approximately 3,388 acres of land along State Route-177 (SR-177), north of Interstate-10 (I-10), near the town of Desert Center in Riverside County, California. Due to the size of the Property, and in order to identify specific Property features and land use activities, Stantec broke down the Property into six designated areas (Areas A through F). The boundaries of Areas A through F are shown on Figure 1. Greater detail within each designated area is depicted on Figures 2 through 5. The Property is mostly undeveloped desert land with scattered parcels formerly used for agriculture (row crops). Limited agricultural row cropping activities are ongoing in the eastern portion of the Property (Area F), as discussed in later sections of this summary. The Property is proposed for development as a photovoltaic facility with interconnecting aboveground power lines (i.e. "gen-tie lines").

Portions of the Properties are accessible via dirt roads used by the aforementioned agricultural operations in the area or by open dirt roads designated by the Bureau of Land Management (BLM). Due to the potential presence of sensitive plant and animal species in the area, certain areas could not be accessed by vehicle and had to be traversed by foot. As a result, Stantec made a concerted effort to traverse specific areas (i.e. areas with debris, signs of surface disturbance, or structures) by foot to obtain a general understanding of Property conditions. However, it should be noted that not all areas that appeared as vacant desert land were traversed due to the Property size, time, and project constraints. Surrounding properties also consist of undeveloped land. A Property Location Map showing the Property boundaries is illustrated on Figure 1. Property maps illustrating the main features of Areas A through F are provided as Figures 2 through 5. Photographs taken during the site reconnaissance visit are provided in Appendix A.

We have performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E-1527-13 and the requirements of AAI for the "Property". Any exceptions to, or deletions from, this practice are described in the Data Gaps section of this report. This assessment has revealed no evidence of recognized environmental conditions (RECs) in connection with the Property except for the following:

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### SUMMARY

April 18, 2018

- **Munitions and Explosives of Concern and Unexploded Ordnance.** There are two formerly used defense sites (FUDS) in the vicinity that overlap into areas of the Property. Historical documentation obtained through the Department of Toxic Substances Control (DTSC) Envirostor website indicate that the Desert Center area was used by the U.S. Government for military training in the early 1940s (World War II). These two sites are known as the Desert Center Division Camp and the Desert Center Army Airfield (formerly the Desert Center Airport). Historic hand drawn maps of these FUDS sites are included in Appendix E and a detailed discussion of each site is provided in Section 4.2.2. The Envirostor database lists these sites as having the potential for munitions and explosives of concern ("MEC") and Unexploded Ordnance ("UXO") remaining from past military training exercises.

Records indicate that the area approximately 1.5 miles west of Rice Road (SR-177) was occupied by the Desert Center Division Camp and included an encampment area with temporary housing structures, an evacuation hospital, and a maneuver area associated with the surrounding Desert Training Center (DTC). The DTC was a collection of desert camps in the region that were appointed by the U.S. Government with the intent to train military troops for desert warfare in North Africa. Although the Desert Center Division Camp was approximately 1.5 miles west of Rice Road, an archive map retrieved from [militarymuseum.com](http://militarymuseum.com) shows that the surrounding area, outside of the camp boundaries, was also used to support the camp. The uses include "Ammunition Depot No. 1" in the vicinity of Area A, and "18<sup>th</sup> Ordnance Battalion" near Areas D and E.

The Desert Center Army Airfield occupied the former Desert Center Airport and present-day Chuckwalla Valley Raceway (Figure 3). The former airport site consisted of 1,958 acres and included two main runways, taxiways, base housing, storage and maintenance buildings, and fueling systems. The western portion of the former Desert Center Army Airfield overlaps onto the east half of Area C and into the northern parcels of Area D. While it does not appear to overlap with Area B, the former airfield is in close proximity to it. Therefore, undocumented military activities in Area B cannot be ruled out.

Based on past conversations with the DTSC and United States Army Corps of Engineers (USACOE) on similar sites in the region, Stantec recommends the following with regard to the potential existence of UXO and MEC:

- Consultation and guidance from a certified MEC/UXO professional to evaluate the appropriate course of action and associated costs related to assessment, remediation, and construction support;
- Where ground disturbance work is involved, contractors should be OSHA HAZWOPER-trained in accordance with standard 29CFR 1910.120 and hold a current certification;
- Where ground disturbance work is involved, contractors should be trained in identifying UXO/MEC;
- If suspected munitions are encountered at any point by any onsite individual, the "3R's of Explosives Safety" should be followed. The "3R's" include:



## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### SUMMARY

April 18, 2018

- Recognize – when something may be a munition and the dangers involved.
- Retreat – do not touch the potential munition and carefully leave the area.
- Report – immediately report the finding to local law enforcement.

NOTE: Based on an interview conducted with Mr. Micky Grana of Chuckwalla Valley Raceway, a full-time certified UXO technician was required to monitor the site for potential munitions debris during earth moving activities when the raceway was developed. It should be anticipated that such measures may be required by the enforcing agency (DTSC, USACOE, or Riverside County) during Property redevelopment due to the FUDS designation. However, at a minimum the above recommendations would apply.

- **Former (Areas A, B, and D) and Current Agricultural Uses (Area F).** Areas A, B, and D were farmed with row crops since at least 1979 but appeared abandoned during Stantec's Property reconnaissance. Aerial photographs show dry row crops and irrigation ponds in these areas by the middle to late 2000s. Area C appears to have been dry farmed in the 1980s and 1990s. Area F is actively farmed with numerous rows of palm trees.

The former and current use of the Property for agricultural purposes is considered a REC due to the potential for residual pesticides and metals-based herbicides (arsenic and lead) to persist in soils above regulatory thresholds or hazardous waste levels. As a result, Stantec recommends that shallow soil sampling be performed throughout Areas A, B, D, C, and F to evaluate if organochlorine pesticides, lead, and arsenic concentrations exceed regulatory thresholds or hazardous waste levels.

- **Secondary Containment Sump and Drum/Oil Stained Areas (Area B).** A former produce packing house is located in the southwest portion of Area B. Six (6) 55-gallon drums were contained in a concrete sump located along the east wall, inside the former packing warehouse.

To the north of the packing warehouse location, along Rice Road, one (1) 55-gallon drum was observed. The drum was surrounded by approximately 25 square feet (5 feet by 5 feet) of visibly stained soil. Additionally, one (1) 55-gallon drum with no lid was tipped over near a concrete pad and irrigation well location observed in the central portion of Area B. Slight staining was noted on the soil immediately north of the concrete pad. Each of the three areas are illustrated on Figure 3.

Stantec recommends that shallow soil sampling be performed at the location of the packing warehouse sump, and at the two areas where soil staining was noted around the 55-gallon drums, in order to assess whether TPH and VOCs are present above regulatory thresholds.

- **Underground Storage Tank (Area C).** As discussed above, the former Desert Center Army Airfield operated fueling systems which included underground storage tanks ("USTs").

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### SUMMARY

April 18, 2018

Based on an archived airport map reviewed by Stantec, there were three USTs on the outskirts of the airport runways. The referenced map is included in Appendix E of this Phase I ESA report. One of these USTs appears to have been located within the eastern portion of Area C at the Property, as shown on Figure 3. The other two USTs were located at least 250 feet north of the Area D Property boundary based on the scale of the archived map. The FUDS database vaguely suggests that the fuel USTs were not used after the government transferred the site to Riverside County in 1965. Stantec has uncovered no evidence during this Phase I ESA that indicates the USTs were ever removed.

The potential presence of a former UST on the Property (Area C) is considered a REC. Stantec recommends that a geophysical survey be performed to evaluate if the UST may potentially remain in place. In addition, Stantec recommends a subsurface assessment (soil sampling) be performed to evaluate if a release occurred at the reported UST location.

- **Leaking Aboveground Storage Tank (“AST”) and Drum/Oil Stained Area (Area D).** An approximate 12,000-gallon AST was observed in the northern portion of Area D (Figure 3) adjacent to a fenced enclosure containing an irrigation well and several 55-gallon drums. Staining and strong petroleum hydrocarbon odors were observed around the east end of the AST. It also appeared that a mound of sand had deliberately been placed at the east end of the tank for the purpose of slowing the release of fuel leaking from the tank. In addition, several of the 55-gallon drums were tipped over and stained pavement was observed that extended off of the concrete pad toward the location of the AST. Stantec recommends that soil samples be collected at the east end of the AST and immediately north of the concrete pad where staining and odors were observed.
- **Shooting Ranges (Area F).** A large shooting/gun range was observed in the east-central portion of Area F, as shown on Figure 5. A second shooting range was observed approximately 350 feet southwest of the large range. Heavy metals associated with spent bullet casings are sometimes found to accumulate in shallow soils at shooting ranges. As a result, Stantec recommends that shallow soil sampling for heavy metals be performed throughout the two areas used as shooting ranges to evaluate if metals concentrations exceed regulatory thresholds or hazardous waste levels.

Stantec identified the following non-ASTM environmental issue associated with the Property:

- **Lead Based Paint (LBP).** With the exception of the residential and commercial structures in Area F, the Property structures were built prior to 1977. Accordingly, Stantec recommends an LBP survey at the Property to identify the condition of painted surfaces and whether the paint would be classified as LBP based on lead content. All LBP should be removed from the Property prior to construction/demolition activities with the potential to disturb painted surfaces, in accordance with all applicable laws.
- **Asbestos Containing Materials (ACMs).** Several residential and commercial buildings are located throughout the Property. In addition, a pile of construction debris was located in

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### SUMMARY

April 18, 2018

the southwest portion of Area A that contained plastered and wall board, among other construction materials. Demolition or partial demolition of any structure, or disposal of construction debris, requires compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403 (Asbestos Demolition and Removal). Therefore, Stantec recommends that a pre-demolition survey be performed for all Property structures and any debris piles containing suspect ACM.

Although not considered a REC, the following items of note were identified during this Phase I ESA:

- **Indistinguishable Surface Feature, 1948 Aerial Photograph.** A discolored area of land amidst the otherwise vacant desert terrain was noted on the 1948 aerial photograph within the proposed gen-tie line area that connects Areas D and E. This discolored area covers roughly a ½ acre and is approximately 1,100 feet south of the southwest corner of Area D (approximately 1,400 feet north of the northwest corner of Area E). It is unclear whether this is a blemish in the photograph, salt accumulation from a dry area of surface ponding, or is some sort of surface disturbance. It should be noted a military map of the Desert Center Division Camp (Appendix E) indicates that the 18<sup>th</sup> Ordnance Battalion was located in this general area in the early 1940s. The referenced discolored area does not appear to be present in any subsequent photographs.
- **Drum Storage.** Several drums were located in various locations within Areas A, B, C, D, and F of the Property. None of the drums were labeled. Unless discussed specifically above, the drums exhibited no staining, no evidence of a release, or they appeared to be empty. Therefore, they are considered de minimis and no further assessment is recommended. Stantec recommends that the drums be removed and properly disposed of in accordance with applicable laws and regulations prior to Property redevelopment activities.
- **ASTs.** An approximate 8,000-gallon fuel AST with a dispenser pump was observed in the west-central portion of Area F. The AST and dispenser pump were within a concrete secondary containment area. Only minimal staining was noted on the concrete floor of the containment area. No stained or odorous soil was observed on surfaces outside of the secondary containment structure.

Additionally, there were two fuel ASTs in the west-central portion of Area A and two fuel ASTs in Area F that were being stored above ground (Appendix A). The tanks were positioned on their sides, not on plastic, and there was no secondary containment. The tanks ranged from approximately 8,000 to 10,000-gallons in capacity. It is unclear whether these tanks were formerly USTs that were removed and are now just stored onsite, or whether these tanks originally functioned as ASTs. One of the tanks in Area F was labeled "Empty". Since there was no fuel dispensing equipment related to the three remaining ASTs, it is unlikely that they are still being used for fuel storage. No staining or odors were associated with these ASTs. Given that there was no evidence of a release to soil around the ASTs, no further assessment is recommended. However, Stantec recommends that the

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### SUMMARY

April 18, 2018

ASTs discussed above be removed and properly disposed of in accordance with applicable regulations. In addition, upon removal of the tanks during Property demolition activities, Stantec recommends that the tanks be inspected for any signs of a release. If any impacted soil or leaks are observed, Stantec should be contacted for further assessment.

- **Potential Farm and Residential Heating Oil USTs.** No evidence of farm or residential heating oil USTs were noted during the Property reconnaissance, interviews with property owners, or through review of historic records. However, due to the remoteness of the Property and past agricultural uses, there is the potential for unknown farm USTs or residential heating oil USTs to be uncovered at the Property during grading activities. Such USTs are considered exempt from state UST regulations, so their presence is generally unknown without specific information provided by knowledgeable parties. In the event that such USTs are encountered, work should be immediately stopped in that area and the suspect structure should be left in place for assessment/evaluation by an environmental professional.
- **Solid Waste Disposal.** Solid waste disposal consisted of piles containing primarily construction debris, wood, and discarded irrigation lines and irrigation well casing. The construction debris was observed primarily in the west-central portion of Area A and southwest portion of Area B. Discarded irrigation lines were scattered throughout portions of Areas A, B, D, and F that were, or are currently used for agriculture. Stantec recommends that the debris is properly disposed prior to the proposed Property development. Areas containing construction debris should be sampled concurrently with an asbestos and lead based paint survey, as recommended in the non-ASTM section of this report.
- **Irrigation/Water Wells.** At least 7 irrigation wells were observed at the Property. Given the past Property usage for agricultural purposes, additional irrigation wells may be present that are unknown. Stantec recommends that all known and unknown (those encountered during proposed development activities) irrigation/water wells be abandoned in accordance with applicable regulations unless the wells will be used by the proposed development.
- **Septic Tanks and Leach Fields.** Riverside County Building Department records (Section 4.3.3) indicate that septic tanks and leach fields were permitted for 26440 Rice Road, 23405 Rice Rd, and APN: 807-690-025 (41750 Beekley Rd). Since the septic tanks were associated with the former residential mobile homes, Stantec recommends no further assessment. However, the geotechnical engineer and grading contractor should be made aware that such structures may be encountered at these locations and other potential locations on the Property where residential structures were historically located.

The preceding summary is intended for informational purposes only. Reading of the full body of this report is recommended.

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

INTRODUCTION

April 18, 2018

## 2.0 INTRODUCTION

The objective of this Phase I ESA was to perform appropriate inquiry into the past ownership and uses of the Property consistent with good commercial or customary practice as outlined by the ASTM in "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process", Designation E1527-13. The purpose of this Phase I ESA was to identify adverse environmental conditions including recognized environmental conditions ("RECs") of the Property.

The ASTM E1527-13 standard indicates that the purpose of the Phase I ESA is to identify RECs, including historical recognized environmental conditions ("HRECs"), and controlled recognized environmental conditions ("CRECs") that may exist at a property. The term "recognized environmental conditions" means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property:

- (1) Due to any release to the environment;
- (2) Under conditions indicative of a release to the environment; or
- (3) Under conditions that pose a material threat of a future release to the environment.

ASTM defines a "HREC" as a REC that has occurred in connection with the property; but has been addressed to the satisfaction of the applicable regulatory authority and meets unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). Before calling the past release a HREC, the environmental professional must determine whether the past release is a REC when the current Phase I ESA is conducted (for example, if there has been a change in the regulations). If the EP considers the past release to be a REC at the time the Phase I ESA is conducted, the condition shall be included in the conclusions section of the report as a REC.

ASTM defines a "CREC" as a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), but with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).

*De minimis* conditions are not RECs. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. As indicated, the term REC does not include *de minimis* conditions, which generally do not present a material risk to human health and would not likely be subject to enforcement action if brought to the attention of governmental agencies.

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

## INTRODUCTION

April 18, 2018

This ESA was conducted in accordance with our proposal to IP Athos, LLC dated November 10, 2017 and the Master Services Agreement (MSA) between Stantec and IP Titan, LLC dated November 21, 2017. The scope of work conducted during this Phase I ESA consisted of a visual reconnaissance of the Property, interviews with key individuals, and review of reasonably ascertainable documents. The scope of work did not include an assessment for environmental regulatory compliance of any facility ever operated at the Property (past or present), or sampling and analyzing of environmental media. Stantec was not contracted to perform any independent evaluation of the purchase or lease price of the Property and its relationship to current fair market value. The conclusions presented in this ESA Report are professional opinions based on data described herein. The opinions are subject to the limitations described in Section 2.3.

ASTM E1527-13 notes that the availability of record information varies from source to source. The User or Environmental Professional is not obligated to identify, obtain, or review every possible source that might exist with respect to a property. Instead, ASTM identifies record information that is reasonably ascertainable from standard sources. "Reasonably ascertainable" means:

- (1) Information that is publicly available;
- (2) Information that is obtainable from its source within reasonable time and cost constraints;  
and
- (3) Information that is practicably reviewable.

## 2.1 PROPERTY DESCRIPTION

The Property consists of a total of approximately 3,388 acres along State Route-177 (SR-177), north of Interstate-10 (I-10), near the town of Desert Center in Riverside County, California. A small leg of the Property, extends to the west side of a substation that is along the southside of I-10. The Property is mostly undeveloped desert land with scattered parcels used for agriculture (row crops). The Property is proposed for development as a photovoltaic facility with interconnecting power lines (i.e. "gen-tie lines"). For the purpose of referencing specific portions of the Property in this report, Stantec broke down the Property into six areas - Areas A through F. The boundaries of Areas A through F are shown on Figure 2.

Portions of the Property are accessible via dirt roads used by the aforementioned agricultural operations in the area or by open dirt roads designated by the Bureau of Land Management (BLM). Due to the potential presence of sensitive plant and animal species in the area, certain areas cannot be accessed by vehicle and must be traversed by foot. As a result, Stantec made a concerted effort to traverse specific areas (i.e. areas with debris or signs of surface disturbance) by foot to obtain a general understanding of Property conditions but could not inspect all areas of the Property due to its size and time constraints. Surrounding properties also consist of undeveloped land. A Property location map showing the Property boundaries is illustrated on Figure 1. Property maps illustrating the main features are provided as Figures 2 through 5. Photographs taken during the site reconnaissance visit are provided in Appendix A.

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

INTRODUCTION

April 18, 2018

### 2.2 SPECIAL TERMS, CONDITIONS, AND SIGNIFICANT ASSUMPTIONS

There were no special terms, conditions, associated with the Phase I ESA. However, there is an unknown condition, where it is unclear as of this date if certain features (pipeline and wells) are part of the property to be acquired.

### 2.3 EXCEPTIONS AND LIMITING CONDITIONS

This report documents work that was performed in accordance with generally accepted professional standards at the time and location in which the services were provided. No other representations, warranties or guarantees are made concerning the accuracy or completeness of the data or conclusions contained within this report, including no assurance that this work has uncovered all potential and actual liabilities and conditions associated with the identified property.

This report provides an evaluation of selected environmental conditions associated with the identified portion of the property that was assessed at the time the work was conducted and is based on information obtained by and/or provided to Stantec at that time. (40 CFR 312.20(f)(2) requires that the Environmental Professional evaluate the thoroughness and reliability of provided information.) All information received from the client or third parties in the preparation of this report has been assumed by Stantec to be correct. Stantec assumes no responsibility for any deficiency or inaccuracy in information received from others.

If a service is not expressly indicated, do not assume it has been provided. If a matter is not addressed, do not assume that any determination has been made by Stantec in regard to it.

Conclusions made within this report consist of Stantec's professional opinion as of the time of the writing of this report; and are based solely on the scope of work described in the report, the limited data available and the results of the work. They are not a certification of the property's environmental condition.

This report relates solely to the specific project for which Stantec was retained and the stated purpose for which this report was prepared and shall not be used or relied upon by the client identified herein for any variation or extension of this project, any other project, or any other purpose.

This report has been prepared for the exclusive use of the client identified herein and any use of or reliance on this report by any third party is prohibited, except as may be consented to in writing by Stantec or as required by law or by the MSA. The provision of any such consent with the MSA. Stantec assumes no responsibility for losses, damages, liabilities, or claims, howsoever arising, from third party use of this report that was not granted by Stantec.

Project Specific limiting conditions are provided in Section 2.2.

## **PHASE I ENVIRONMENTAL SITE ASSESSMENT**

### INTRODUCTION

April 18, 2018

The locations of any utilities, buildings and structures, and property boundaries illustrated in or described within this report, if any, including pole lines, conduits, water mains, sewers and other surface or sub-surface utilities and structures are not guaranteed. Before starting work, the exact location of all such utilities and structures must be confirmed by the client and Stantec assumes no liability resulting from damage to such utilities and structures.

The conclusions are based on the site conditions encountered by Stantec at the time the work. Accordingly, additional studies and actions may be required. As the purpose of this report is to identify selected site conditions which may pose an environmental risk; the identification of non-environmental risks to structures or people on the site is beyond the scope of this assessment. The findings, observations, and conclusions expressed by Stantec in this report are not an opinion concerning the compliance of any past or present owner or operator of the site which is the subject of this report with any Federal, state, provincial or local law or regulation.

This report presents professional opinions and findings of a scientific and technical nature. It does not and shall not be construed to offer a legal opinion or representations as to the requirements of, nor compliance with, environmental laws, rules, regulations, or policies of Federal, state, provincial or local governmental agencies. Issues raised by the report should be reviewed by client legal counsel.

Stantec specifically disclaims any responsibility to update the conclusions in this report if new or different information later becomes available or if the conditions or activities on the property subsequently change.

### **2.4 PERSONNEL QUALIFICATIONS**

This Phase I ESA was conducted by, or under the supervision of, an individual that meets the ASTM definition of an Environmental Professional (EP). The credentials of the EP and other key Stantec personnel involved in conducting this Phase I ESA are provided in Appendix B.



## PHASE I ENVIRONMENTAL SITE ASSESSMENT

USER-PROVIDED INFORMATION

April 18, 2018

### 3.0 USER-PROVIDED INFORMATION

ASTM E1527-13 describes responsibilities of the User to complete certain tasks in connection with the performance of "All Appropriate Inquiries" into the Property. The ASTM standard requires that the Environmental Professional request information from the User on the results of those tasks because that information can assist in the identification of RECs, CRECs, HRECs, or de minimis conditions in connection with the Property. Towards that end, Stantec requested that the User provide the following documents and information:

Description of Information	Provided (Yes / No)	Description and/or Key Findings
User Questionnaire	Yes	The questionnaires were returned but contained no Property specific information.
Environmental Liens or Activity Use Limitations	Yes	IP Athos, LLC provided preliminary title reports to Stantec for review. The preliminary title reports listed various easements for power lines, natural gas lines, water wells, and local, state, and federal access roads. Most notably, the preliminary title report indicated an easement to the war department (United States) for APN 811-122-001. This parcel overlaps the roadway leading to the former Desert Center Army Airfield (current Chuckwalla Raceway). In addition, a mechanics lien claim in the amount of \$1,619.69 is associated with APN 811-150-001 and was filed by Pacific Agricultural Holding, Inc. No environmental liens or activity use limitations were identified in the Preliminary Title Reports provided.
Previous Environmental Permits or Reports Provided by User	Yes	The questionnaire indicate that certain reports were available. However, only one of the reports was a Phase 1 ESA report. That report is summarized in Section 4.4.6.
Purpose of the Phase I ESA	Yes	Due diligence

Stantec forwarded the ASTM recommended User Questionnaires to Ms. Marisa Mitchell of IP Athos, LLC. The completed User Questionnaires were returned to Stantec by Ms. Mitchell and are included in Appendix D.

## **PHASE I ENVIRONMENTAL SITE ASSESSMENT**

USER-PROVIDED INFORMATION

April 18, 2018

The User provided information is included in Appendix D.

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

RECORDS REVIEW  
April 18, 2018

### 4.0 RECORDS REVIEW

The objective of consulting historical sources of information is to develop the history of the Property and surrounding area, in order to evaluate if past uses may have resulted in RECs. Physical setting records are evaluated to determine if the physical setting may have contributed to adverse environmental conditions in connection with the Property. During the review of historical records, Stantec attempted to identify uses of the Property from the present to the Property's first developed use. Stantec's research included the reasonably ascertainable and useful records described in this section.

#### 4.1 PHYSICAL SETTING

A summary of the physical setting of the Property is provided in the table below with additional details in the following subsections

Topography:	The Property is located within the Mojave Desert Geomorphic Province and falls within portions of the Desert Center, Victory Pass, East of Victory Pass, Chuckwalla Mountains, and Corn Spring Quadrangles. The northern portion of the Property (Area A) slopes southeast while the southern portion of the Property (Areas B through F) slope northeast. The lowest lying areas are in the central and southeast portions of the Property.
Soil/Bedrock Data:	Soils in the Property vicinity are derived from Pleistocene-Holocene aged alluvium, lake, playa, and terrace deposits. Soils at the Property consist primarily of alluvial sand, silt, clay, and gravel.
Estimated Depth to Groundwater/ Estimated Direction of Gradient:	Ground water in the Property vicinity is expected to range between 70 and 90 feet bgs in the lower elevations, and deeper than 120 feet bgs in the higher elevations near I-10. No site-specific information was obtained from the records regarding gradient. However, as discussed in Section 4.1.3, groundwater is expected to generally flow east/southeast toward the Colorado River.
<i>Note: Site-specific groundwater direction and depth can only be determined by conducting site-specific testing, which Stantec has not conducted.</i>	

##### 4.1.1 Property Topography and Surface Water Flow

Based on a review of available topographic maps, the Property is at an average elevation of approximately 570 feet above mean sea level (msl). The northern portion of the Property (Area A) slopes southeast while the southern portion of the Property (Areas B through F) slopes northeast.

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

RECORDS REVIEW  
April 18, 2018

The lowest lying areas are in the central and southeast portions of the Property at approximately 500 feet amsl. The highest elevations exist at approximately 800 feet amsl in the southern leg of the Property that extends south of I-10, toward the substation. Based on the topography, surface water on the Property infiltrates the ground surface or flows overland toward the lower lying areas in the central portions of the Property and eventually follows the regional gradient to the southeast. Groundwater is expected to follow this gradient.

### 4.1.2 Regional and Property Geology

The Property is located in Riverside County. The area is located within the Mojave Desert Geomorphic Province, which is characterized by an interior region of isolated mountain ranges separated by expanses of desert plains. In general, the province has an interior enclosed drainage and many playas. Two important fault trends control topography in the Mojave province, one being a prominent northwest/southeast trend and the other a secondary east-west trend (California Geological Survey [CGS], 2002). According to the Geologic Map of California, Needles Sheet, soils in the Property vicinity are derived from Pleistocene-Holocene aged alluvium, lake, playa, and terrace deposits. Soils at the Property consist primarily of alluvial sand, silt, clay, and gravel (CDMG, 1963).

The closest mapped fault is the Blue Cut Fault zone located approximately 10 miles northwest (CGS, 2010). According to official maps of California, the Property is not located within an Alquist-Priolo (AP) Earthquake Fault Zone boundary or a liquefaction zone (CDMG, 2000).

### 4.1.3 Regional and Property Hydrogeology

The Property is located within the Chuckwalla Valley Groundwater Basin. The basin is bound to the south by the consolidated rocks of the Chuckwalla, Little Chuckwalla, and Mule Mountains; to the west by the Eagle Mountains; to the east by the Mule and McCoy Mountains; and to the north by rocks of the Coxcomb, Granite, Palen, and Little Maria Mountains. Water-bearing units consist of consist of Pliocene to Quaternary age continental deposits that are divided into three formations - Quaternary alluvium, the Pinto Formation, and the Bouse Formation. The Quaternary alluvium aquifer is believed to be the most important in the area (Department of Water Resources [DWR], 2004). Groundwater in the Property vicinity is expected to range between 70 and 90 feet bgs in the lower elevations, and deeper than 120 feet bgs in the higher elevations near I-10. Groundwater contours for the basin suggest that groundwater flows from the north and west toward the gap between the Mule and McCoy Mountains near Blythe. As such, groundwater flow direction is believed to generally be to the east/southeast (DWR, 1979).

## 4.2 FEDERAL, STATE AND TRIBAL ENVIRONMENTAL RECORDS

A regulatory agency database search report was obtained from Environmental Data Resources Inc. (EDR), a third-party environmental database search firm. A complete copy of the database search report, including the date the report was prepared, the date the information was last updated, and the definition of databases searched, is provided in Appendix C.

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

RECORDS REVIEW

April 18, 2018

Stantec evaluated the information listed within the database relative to potential impact to the Property, assessing the potential for impacts based in part on the physical setting. As part of this process, inferences have been made regarding the likely groundwater flow direction at or near the Property. As described in 4.1.3, the groundwater flow direction in the Property vicinity is generally toward the east/southeast. Observations about the Property and surrounding properties made during the Property reconnaissance are provided in more detail in section 5.

### 4.2.1 Listings for Property

No listings for the Property were identified in the EDR database review. However, based on Stantec's review of locational information for the Desert Center Airport, a portion of the Property extends into the former boundaries of the airport during the time period (early 1940s) when it was owned by the US Government and used for training exercises and maneuvers during World War II. Further discussion regarding this use is provided in Section 4.4.6.

### 4.2.2 Listings for Nearby Sites with Potential to Impact Property

Stantec assessed data presented in the environmental agency database search report to evaluate the potential for conditions to pose a REC, CREC, or HREC for the Property.

Based on this evaluation, the following individual facilities were identified as the most likely potential sources of impact to the Property. The basis for why each of the following listed databases does or does not create a REC for the property is also provided.

Listed Facility Name/Address	Database Listing	Distance/Direction from Property	REC? (YES / NO)
Desert Center Division Camp DTSC Case 80000236 No address	Envirostor, FUDS	>3 miles NE	No – based on EDR location information
<p>This Desert Center Division Camp is a formerly used defense site (FUDS). The Envirostor database lists the site as having the potential for munitions and explosives of concern ("MEC") to remain from past military training exercises in the early 1940s. No specific locational information with regard to boundaries are provided in the EDR report but the case status is listed as "inactive - needs evaluation" as of July 1, 2005. Based on this listing and the lack of available data provided in the EDR report, Stantec researched <a href="http://militarymuseum.com">militarymuseum.com</a>, a website that includes archived information and maps on former military sites. According to <a href="http://militarymuseum.com">militarymuseum.com</a>, the Desert Center Division Camp consisted of a total of 34,000 acres used by the U.S. Army for training and as campsites. The installation reportedly included an encampment area with temporary housing structures, an evacuation hospital, and a maneuver area associated with the surrounding Desert Training Center (DTC). The DTC was a collection of desert camps in the region that were appointed by the United States Government with the intent to train military troops for desert warfare in North Africa.</p> <p>The entire camp was declared surplus in 1944. Approximately 28,700 acres of the former Desert Center Division Camp is currently under the control of the Bureau of Land Management (BLM). The remaining 5,300 acres are under private ownership, some of which are devoted to mining and grazing uses. Based on an</p>			

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

RECORDS REVIEW

April 18, 2018

Listed Facility Name/Address	Database Listing	Distance/Direction from Property	REC? (YES / NO)
<p>archived map created by the U.S. Army Corps of Engineers (USACE) depicting the layout of the camp in 1943, the camp boundaries were approximately 1.5 miles west of the Property. However, the map shows that there were uses in the surrounding area that supported the camp. These uses include "Ammunition Depot No. 1" in the vicinity of Area A, and "18<sup>th</sup> Ordnance Battalion" near Areas D and E. The map is included in Appendix E of this Phase I ESA report. Based on the scale of the map, there is potential that these uses overlapped onto Areas A, D, and E. As a result, there is potential for MEC and unexploded ordnance ("UXO") to remain in these areas of the Property. The potential presence of UXO/MEC is considered an REC. Stantec recommends consultation with a certified MEC/UXO professional regarding assessment, remediation, and construction support. Stantec also recommends that precautions be taken during Property redevelopment activities to protect worker safety and follow necessary reporting requirements related to potential MEC and UXO. Specific recommendations related to this REC are provided in Sections 1.0 and 7.3.</p>			
Desert Center Airport DTSC Case 33970010 No address	MCS, FUDS	Adjacent	Yes
<p>A portion of the Desert Center Airport overlaps portions of Areas C and D of the Property. The Desert Center Airport is a formerly used defense site (FUDS). The airport was acquired by the US Government in 1942 and used for training exercises and maneuvers in the early 1940s, during World War II. It was declared as excess by 1945 and disposed to Riverside County in 1965. The former airport site consists of 1,958 acres and included base housing, storage and maintenance buildings, and fueling systems (including USTs).</p> <p>The FUDS database indicates that many of the buildings were used for various purposes in the years that followed the military's occupation of the airport, but that the fuel USTs were not used after the government disposed the site to Riverside County. Based on an archived airport map available online through militarymuseum.com, there were three USTs on the outskirts of the airport runways. One of these USTs appears to fall within the boundaries of the Property, as shown on Figure 3. The other two USTs were located at least 250 feet north of the Property boundary based on the scale of the archive map. The referenced map is included in Appendix E of this Phase I ESA report. Stantec has uncovered no evidence during this Phase I ESA that indicates the USTs were ever removed.</p> <p>Based on the past military use and the potential presence of a fuel UST on the Property, there are concerns related to contamination MEC, UXO, and former (or remnant) fueling systems. The potential presence of UXO/MEC and former fueling systems is considered an REC. Stantec recommends that a geophysical survey be performed to evaluate if the UST may potentially remain in place, and that a subsurface assessment be performed to evaluate if a release occurred at the reported UST location. Additionally, Stantec recommends consultation with a certified MEC/UXO professional regarding assessment, remediation, and construction support. It is also recommended that precautions be taken during Property redevelopment activities to protect worker safety and follow necessary reporting requirements related to potential MEC and UXO. Specific recommendations related to this REC are provided in Sections 1.0 and 7.3.</p>			
Chuckwalla Valley Raceway 25300 Rice Road	FINDS, AST, NPDES	adjacent	No
<p>This site is at the location of the former Desert Center Airport, an airport site that was used by the military for training exercises during World War II. The raceway does not enter into the Property boundaries, but the former Desert Center Airport did, as discussed briefly in this section and in further detail in Section 4.4.6. The Chuckwalla Valley Raceway is listed in the AST database with no specific data regarding the size or</p>			

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

RECORDS REVIEW

April 18, 2018

Listed Facility Name/Address	Database Listing	Distance/Direction from Property	REC? (YES / NO)
<p>contents of ASTs. There are no spills or releases listed in the EDR report for this facility. The Chuckwalla Valley Raceway is also listed in the NPDES database as having a "construction permit" – most likely related to storm water management which was first issued in 2015, likely during the construction of the raceway. Due to the lack of a reported release, the Chuckwalla Valley Raceway does not represent an environmental concern to the Property.</p>			
William W Heath DBA The Wate 25940 Rice Road	HIST UST	Adjacent	No
<p>This site is listed under the historical UST (HIST UST) database as formerly being a gasoline station with four former fuel USTs. State Water Resources Control Board (SWRCB) documents were accessible through a link provided in the EDR report. According SWRCB documents that were prepared on June 1, 1988, this gasoline station facility reportedly operated one diesel tank (2,000-gallon), one unleaded gasoline tank (1,000-gallon), and two leaded gasoline tanks (1,000-gallon and 4,000-gallon). There is no installation date provided for any of the USTs and even though the EDR report lists them as "historical" there is no indication that they have been removed. Although this facility is adjacent to the Property and historically operated fueling systems, there are no reported spills or releases. Given intended use of the Property as a photovoltaic facility, the adjacent former gasoline station is considered unlikely to represent an environmental concern to the Property and no further assessment is recommended.</p>			

The remaining listings in the database search report provided in Appendix C do not constitute a REC for the Property.

### 4.3 LOCAL/REGIONAL ENVIRONMENTAL RECORDS

Stantec checked the following sources to obtain information pertaining to Property use and/or indications of RECs in connection with the Property:

#### 4.3.1 Local Health Department

Agency Name Contact Information	Finding
<p>County of Riverside Department of Environmental Health (CRDEH), 4065 County Circle Dr, Room 104 Riverside, CA 92503 Telephone: (951) 358-5055</p>	<p>As of the date of this report Stantec has not received a response from the Riverside County Department of Environmental Health regarding an inquiry on archived records. However, sufficient information has been obtained through other third-party sources and online databases. In the event that records are made available at a later date that change the conclusions of this report, Stantec will issue an addendum summarizing the finding and any further recommendations.</p>

#### 4.3.2 State Departments

Agency Name Contact Information	Finding

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### RECORDS REVIEW

April 18, 2018

<p>Regional Water Quality Control Board (RWQCB), Colorado River Region</p> <p>73-720 Fred Waring Drive, Suite 100 Palm Desert, CA 92260</p> <p>Phone: 760-346-7491</p>	<p>A "Request for Records" form was submitted to RWQCB on April 9, 2018 for the following addresses:</p> <ul style="list-style-type: none"><li>• 23405 Rice Road</li><li>• 25850 Rice Road</li><li>• 26440 Rice Road</li><li>• 25250 Rice Road</li><li>• 25300 Rice Road</li></ul> <p>Records request were not submitted for the remaining properties/parcels since the RWQCB does not file public records using parcel numbers. No response has been received from the Regional Water Quality Control Board regarding potential records not on GeoTracker. However, sufficient information has been obtained through other third-party sources and online databases. In the event that records are made available at a later date that change the conclusions of this report, Stantec will issue an addendum summarizing the finding and any further recommendations.</p> <p>Additionally, Stantec searched the available documentation through the State Water Resources Control Board's Geotracker website (<a href="http://geotracker.swrcb.ca.gov">http://geotracker.swrcb.ca.gov</a>) for the Property and the area immediately adjacent to the Property. The GeoTracker website shows no release sites within a one-mile radius of the Property. However, the Desert Center Airport is listed as a "Military Cleanup Site" that is under the oversight of the Department of Toxic Substances Control (DTSC) oversight. Further discussion of this site and other former military uses in the Property vicinity are discussed below and in Section 4.4.6.</p>
--	---



## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### RECORDS REVIEW

April 18, 2018

<p>Department of Toxic Substances Control 9211 Oakdale Avenue Chatsworth, CA 91311 Phone: (818) 717-6500 Website: <a href="http://http://www.envirostor.dtsc.ca.gov/public">http:// http://www.envirostor.dtsc.ca.gov/public</a></p>	<p>Stantec searched the DTSC Envirostor website for the Property and the surrounding area within one mile of the Property boundaries. Stantec identified the following sites that were historically used for by the military in the early 1940s as part of combat and flight training during World War II:</p> <ul style="list-style-type: none"> <li>• Desert Center Airport (case number J09CA034100)</li> <li>• Desert Center Division Camp (case number 80000236)</li> </ul> <p>No specific information was provided on Envirostor regarding the above sites other than a status of "Needs Evaluation" for Desert Center Division Camp, and a status of "Open – Inactive" for Desert Center Airport. A complete discussion regarding these two former military sites based on the EDR report and archived information available through <a href="http://militarymuseum.com">militarymuseum.com</a>, is provided in Section 4.2.2.</p>
<p>Division of Oil, Gas, and Geothermal Resources (DOGGR), District 4 4800 Stockdale Highway, Suite 100 Bakersfield, CA 93309 Well Finder Database Website: <a href="http://www.conservation.ca.gov">http://www.conservation.ca.gov</a></p>	<p>Stantec reviewed the Well Finder provided on the Department of Oil, Gas, and Geothermal Resources (DOGGR) website in an effort to evaluate if there are any known oil, gas, or geothermal wells in the Property vicinity. According to the Well Finder there are no oil, gas, or geothermal wells within 10 miles of the Property. Due to the lack of known wells at the Property or in the vicinity, Stantec considers it unlikely that oil, gas, or geothermal wells represent an environmental concern to the Property and recommends no further investigation regarding this issue.</p>

### 4.3.3 Local Building and/or Planning Department Records

Agency Name, Contact Information	Findings
<p>Riverside County Department of Building and Safety 4080 Lemon St, 9<sup>th</sup> Floor PO Box 1629 Riverside, CA 92502 Telephone: (951) 955-2021 <a href="http://rctlma.org/building/bs_records">http://rctlma.org/building/bs_records</a></p>	<p>Building department records were requested for addresses and parcels where there was evidence of present or past developed structures. These properties included:</p> <ul style="list-style-type: none"> <li>• 23405 Rice Road</li> <li>• 25850 Rice Road</li> <li>• 26440 Rice Road</li> <li>• 25250 Rice Road</li> <li>• APN: 807-690-025 (41750 Beekley Rd)</li> <li>• APN: 811-150-001</li> <li>• APN: 810-110-001</li> <li>• APN: 810-110-006</li> </ul> <p>The results of the records search is summarized below.</p> <p><u>26440 Rice Road</u></p>

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

RECORDS REVIEW  
April 18, 2018

Agency Name, Contact Information	Findings
	<p>A permit was issued to the property owner in 1982 for the installation of a 1,000-gallon septic tank and leach line to the south of the onsite mobile home. The permit indicates that the property is served by a private well. A permit was also issued in 1984 for electrical work to support the well and in 1985 for the construction of a dining room and kitchen for a "labor camp". A permit was issued in 1986 for the "relocation of buildings".</p> <p><u>25850 Rice Road</u> A permit was issued for electrical work related to a pump. A permit was issued for the demolition of a structure and the removal of a trailer.</p> <p><u>APN: 807-690-025 (41750 Beekley Rd)</u> A permit was issued to the property owner in 1984 for the installation of a 750 -gallon septic tank and leach line. The location of the tank and leach line is not legible. The permit indicates that the property is served by a private well.</p> <p><u>23405 Rice Rd</u> A permit was issued in 1979 for the installation of a septic system and well service. Another permit was later issued for the installation of a mobile home. An electrical permit was issued in 1997 to service an irrigation well.</p> <p>In the addition to the above records, Riverside County indicated that several more permits were issued for the two parcels that comprise Area F (reference on the permit as 27995 Corn Springs Road) related to the installation of solar arrays. However, these permits were either voided or expired.</p>

## 4.4 HISTORICAL RECORDS REVIEW

### 4.4.1 Land Title Records/Deeds

A search for environmental liens and activity use limitations was not obtained from a third party source. However, IP Athos, LLC provided preliminary title reports to Stantec for the following addresses or APNs:

- 23405 Rice Road/APN: 807-91-004
- 25850 Rice Rd/APN: 811-260-013
- 26440 Rice Road/APN: 811-170-013
- 25250 Rice Road/APN: 811-142-005
- APN: 807-680-001 through -013
- APN: 807-690-001 through -004
- APN: 807-690-026 through -028
- APN: 807-690-011 through -025
- APN: 810-110-001
- APN: 810-110-006
- APN: 810-180-004
- APN: 810-180-005
- APN: 810-180-024
- APN: 811-122-002
- APN: 811-122-009
- APN: 811-130-010

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### RECORDS REVIEW

April 18, 2018

- APN: 811-142-006
- APN: 811-142-015
- APN: 811-150-001
- APN: 811-150-002
- APN: 811-150-004
- APN: 811-170-002
- APN: 811-170-007
- APN: 811-170-008
- APN: 811-170-009
- APN: 811-180-001
- APN: 811-180-002
- APN: 811-180-003
- APN: 811-180-013
- APN: 811-190-001

The preliminary title reports listed various easements for power lines, natural gas lines, water wells, and local, state, and federal access roads. Most notably, the preliminary title report indicated an easement to the war department (United States) for APN 811-122-001. This parcel overlaps the roadway to the former Desert Center Army Airfield (current Chuckwalla Raceway). In addition, a mechanics lien claim in the amount of \$1,619.69 is associated with APN 811-150-001 and was filed by Pacific Agricultural Holding, Inc. No environmental liens or activity use limitations were identified in the Preliminary Title Reports provided.

#### 4.4.2 Aerial Photographs

Stantec reviewed historical aerial photographs provided by EDR. The general type of activity on a property and land use changes can often be discerned from the type and layout of structures visible in the photographs. However, specific elements of a facility's operation usually cannot be discerned from aerial photographs alone. The following table summarizes Stantec's observations of the reviewed historical aerial photographs. Due to file size, electronic copies of the aerial photographs are provided on compact disc in Appendix F.

Year	Observations, Property, and Adjoining Properties
1948	<p>Aerial photographs were available for all areas of the Property. However, the photograph covering Area A was taken in very poor resolution which would make small feature indistinguishable. Based on what is discernable, Area A appears to be vacant land and there is no remnant remains of "Ammunition Depot No. 1" which was reported to be in this area based on the archived military maps that were discussed previously in Section 4.2.2 and provided in Appendix E.</p> <p>The photographs for the remainder of the Property are with clearer resolution. Area B is vacant desert land and there is no evidence of any specific use other than a paved roadway that connects Rice Rd (SR-177) to the Desert Center Airport (former Desert Center Army Air Field).</p> <p>The configuration of the airport is very clear and is in the shape of a "&gt;" sign, identical to how the airport is depicted on the military map provided in Appendix E. When comparing the photograph to the military map, it is clear that Area C overlaps into an area of the former airport that included one of three fuel USTs. The northern boundary of Area D overlaps slightly with some of the taxi ways that branch to the south off the southern runway. The remainder of Area D appears to be vacant</p>

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

RECORDS REVIEW

April 18, 2018

Year	Observations, Property, and Adjoining Properties
	<p>desert land. The other two fuel USTs noted on the military map appear to be outside of the boundaries of the Property (north boundary of Area D) by several hundred feet.</p> <p>Areas E and F appear to be vacant desert land with no observable use or structures. However, there is a discolored area of land amidst the otherwise vacant desert terrain that is within the proposed gen-tie line area that connects Areas D and E. This discolored area covers roughly ½ acre and is approximately 1,100 feet south of the southwest corner of Area D (approximately 1,400 feet north of the northwest corner of Area E). It is unclear whether this is a blemish in the photograph or is some surface disturbance. It should be noted a military map of the Desert Center Division Camp (Appendix E) indicates that the 18<sup>th</sup> Ordnance Battalion was located in this area in the early 1940s. NOTE: the referenced discolored area does not appear to be present in any subsequent photographs.</p>
1956	<p>Aerial photographs were available for all areas of the Property. However, similar to the 1948 photograph, the photograph showing Area A and the west end of Area B is in very poor resolution making small feature indistinguishable. Based on what is discernable, Area A and the west portion of Area B appear to be vacant land.</p> <p>Clearer photographs of the other areas of the Property show the remainder of Area B similar to the previous photograph – i.e. vacant desert land. Area C also appears similar to the previous photograph, including the configuration of the Desert Center Airport. Two small features appear to be located in the northeast portion of Area D. These features are too small to be distinguishable in use. Areas E and F appear to be vacant desert land. The discolored area within the proposed gen-tie between Areas D and E is no longer evident.</p>
1968	<p>This photograph is in poor resolution and only includes Areas B, D, E, and portions of C and F. The only visible features are the Desert Center Airport in Area C and agricultural row crops in the west portion of Area B, along Rice Rd (SR-177).</p>
1979	<p>Aerial photographs were available for all areas of the Property. However, the photographs are very “washed out” and light in color. There appears to be slight evidence of row crops on Area A and the west and central portions are lined with trees, likely for use as a wind break.</p> <p>The northwest portion of Area B (along Rice Rd) and a location in the south/southwest of Area B are row cropped. The remainder of Area B appears as vacant desert land.</p> <p>The northern runway of the Desert Center Airport that was closest to Area C appears to have been removed, although there remains surficial evidence of the former runway. The remainder of Area C appears as vacant desert land.</p>

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

RECORDS REVIEW

April 18, 2018

Year	Observations, Property, and Adjoining Properties
	Areas D, E, and F appears as vacant desert land.
1984	Aerial photographs were available for all areas of the Property. The majority of Areas A, B, C, and D were used for agriculture (row crops). Residential structures and the packing house in the western portion of Area B have been constructed. The gasoline service station along Rice Rd, and adjacent to the west side of Area B, has been developed. The irrigation pond, water well, and AST site along the northern boundary of Area D is visible. Areas E and F remain vacant undeveloped desert land.
1996	Aerial photographs were available for all areas of the Property. The configuration of the Property appears similar to the present day, except that agricultural activities appear to be active in Areas A, B, and D. The fish tanks and irrigation ponds in the west portions of Areas A and B appear to contain water. Area B includes all of the existing structures, including the numerous small houses that are located in the southwest portion. The Desert Center Airport near Area C appears to not be in use. Area E is vacant desert land. Area F is mostly vacant land with three irrigation ponds which are likely used to support for nearby agricultural activities to the west. The remainder of Area F is vacant desert land.
2005	Agricultural activities appear to have been abandoned in Areas A and D, as evident by visible row crops that are much thinner and brown when compared to the ongoing agricultural activities in Areas B and F. There are now eleven irrigation ponds and the current storage building and residences in the northwest and southern portions of Area F.
2010	The Property appears similar to the 2005 photograph except that The Chuckwalla Valley Raceway has been developed to the east of Area C. An asphalt paved access roadway passes through a small area in the east portion of Area C. In addition, row cropping is visible on portions of Area F.
2014	The Property and surrounding area appears identical to the 2010 photograph and consistent with observations made during the Property visit.

Name of aerial photograph source: Georeferenced Aerial Photographs provided by EDR.net.

### 4.4.3 City Directories

City directories were available for the Property and vicinity for the years of 1977 through 2010. The directories include addresses of various residences, irrigation companies, farms, and the existing Chuckwalla Valley Raceway between 1982 and 2010. Desert Enterprises Union 76, which is presumed to be the former gas station adjacent to Area B, is listed in the 1977 and 1982 directories with the address of 25940 Rice Road. Due to distance of the former fueling area (at least 160 feet) from the Property boundary, no further assessment is recommended.

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

RECORDS REVIEW  
April 18, 2018

### 4.4.4 Historical Fire Insurance Maps

Fire insurance maps were developed for use by insurance companies to depict facilities, properties, and their uses for many locations throughout the United States. These maps provide information on the history of prior land use and are useful in assessing whether there may be potential environmental contamination on or near the Property. These maps, which have been periodically updated since the late 19th century, often provide valuable insight into historical Property uses.

Due to the Property and surrounding areas being vacant, historical fire insurance maps are not available.

### 4.4.5 Historical Topographic Maps

Stantec reviewed historical topographic maps of the area to help identify past Property usage and areas of potential environmental concern.

No RECs were noted during our review of the topographic maps. However, several irrigation wells were noted across the Property. If not required to be left in place, the wells should be abandoned in accordance with state standards. Copies of the historical maps are provided in Appendix E. The following table summarizes the maps reviewed and our observations.

Year	Scale	Observations, Property, and Adjoining Properties
1943, 1943/1944	1:62,500	These topographic maps cover the Areas A, B, C, D, and E. No maps were available during this time period for Area F. The Property in these areas is mostly unlabeled and likely vacant desert land. Rice Road is labeled as "Parker Dam Highway" and the Desert Center Airport is labeled as "CAA Intermediate Landing Field". A well (presumed to be for irrigation) is labeled as "Gruendike Well" and is located in the vicinity of the eastern boundary of Area D. The roadway that is presently I-10 is illustrate but is unlabeled. A dry lake bed is illustrated to the northeast of Area D.
1947	1:50,000	The same level of coverage for the Property is provided on the 1947 set of topographic maps. There are no substantial changes to the Property other than the Desert Center Airport is labeled as "Military Reserve".
1952	1:62,500	This topographic map depicts Area F of the Property. There is no development in the area except for a dirt road that passes through the central portion of Area F and terminates approximately $\frac{3}{4}$ mile northeast of the Property a water well labeled "Sidewinder Well".

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

RECORDS REVIEW  
April 18, 2018

Year	Scale	Observations, Property, and Adjoining Properties
1963	1:62,500	This topographic map set depicts Areas A through E only. The Desert Center Airport is now labeled "Landing Field". Agricultural row cropping is illustrated along Rice Road in Area B. Two water wells are depicted on Area A and one on Area B and are consistent with some of the irrigation wells observed during the Property visit. A power line easement extends through Areas B and D in the same present-day alignment.
1983, 1986, 1987	1:24,000	This topographic map set depicts all areas of the Property. The maps illustrated approximately 4 water/irrigation wells in Area A, two in Area B, two in Area D, and one well in Area F. A trailer park is illustrated in the west portion of Area B along Rice Road. The airport is now labeled as "Desert Center Airport" and has only one runway that trends northeast-southwest. Several dikes have been constructed throughout the Area A, B, and C portions of the Property.
2002	1:50,000	This topographic map set depicts Areas A through E only. Two water wells are depicted in Area B and are consistent with some of the irrigation wells observed during the Property visit. Two irrigation ponds and some small structures are illustrated in the southwest portion of Area B, where packing house and residence with multiple fish tanks were noted during the Property visit. A power line easement extends through Areas B and D in the same present-day alignment.
2012	1:24,000	This topographic map set depicts all areas of the Property. There are six irrigation ponds in the southwest portion of Area A, and three irrigation ponds illustrated on Area F. These ponds were dry (except for one on Area F) but observable during the Property visit.

Name of topographic source: EDR Historical Topo Map Report, 5224816.4, 2018.

### 4.4.6 Other Historical Sources

**Allstate Services Environmental, Inc (ASEI), 2005, Phase I Environmental Site Assessment, Vacant Property Located at Desert Center, APN# 811-170-007, 811-170-008, and 811-170-009, Desert Center, California, dated March 25.**

This Phase I ESA was performed for the three above referenced parcels totaling approximately 108 acres of native desert land. The report concluded that there were no RECs related to the site parcels or the surrounding parcels.

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

PROPERTY RECONNAISSANCE  
April 18, 2018

## 5.0 PROPERTY RECONNAISSANCE

A visit to the Property and its vicinity was conducted by Dion Monge and Anne Perez on March 27 and 28, 2018. Access to the Property was assured by Marisa Mitchell of IP Athos, LLC. Email notification was provided current property owners that Stantec would be onsite. Stantec was unaccompanied during the Property visit. Figure 1 provides information about the Property and adjoining properties. Figures 2 through 5 show the location of potential areas of environmental concern. Photographs collected during the Property visit are included in Appendix A.

### 5.1 PROPERTY RECONNAISSANCE METHODOLOGY

The Property reconnaissance focused on observation of current conditions and observable indications of past uses and conditions that may indicate the presence of a RECs. The Property reconnaissance was conducted by vehicle on Bureau of Land Management BLM open roads and on foot in areas where there was no vehicle access either due to BLM restrictions, overgrown vegetation, or loose ground/sand. Areas travelled by foot were limited due to the size of the Property. Stantec utilized the following methodology to observe the Property:

- Traverse transects across the Property where accessible.
- Traverse the periphery of all structures on the Property where access was attainable.
- Stantec was unable to observe some areas that were obstructed by tall weeds and scrub brush vegetation.
- Areas where there were indications of potential structures or uses of concern based on aerial photographs and observations in the field were specifically visited and evaluated.
- Open areas of native desert land for which there was no evidence of current or prior use were generally photograph but not traversed by foot in its entirety. These areas include most of Area E, the southeast portion of Area B, and longer gen-tie line segments through native desert land in Areas A, D, and E.

Weather conditions during the visit to the Property were windy and warm. Other than warm mid-day temperatures, there were no significant weather-related property access restrictions encountered during the reconnaissance visit.

### 5.2 GENERAL DESCRIPTION

<b>Property and Area Description:</b>	The Property is near an unincorporated area of Riverside County known as Desert Center. Desert Center is located approximately 40 miles west of Blythe near the confluence of I-10 and Rice Road (SR-177). The Property consists of approximately 3,388 acres of developed and undeveloped land. The surrounding properties also consist mostly of vacant land. However, residential properties and agricultural land are scattered throughout the area. A photovoltaic facility is located to the northwest and the
---------------------------------------	--



## PHASE I ENVIRONMENTAL SITE ASSESSMENT

PROPERTY RECONNAISSANCE  
April 18, 2018

	Chuckwalla Raceway (formerly Desert Center Airport) is located adjacent to portions of the Property (Areas B, C, and D).
<b>Property Operations.</b>	Property operations include agricultural farmland, residential, a shooting range, and former commercial uses (packing/shipping warehouse or maintenance buildings) related to the aforementioned agricultural uses.
<b>Structures, Roads, Other Improvements:</b>	<p><u>Area A</u> As indicated by the owner, the parcels comprising Area A have been abandoned but included the following structural remains:</p> <ul style="list-style-type: none"> <li>• Two abandoned residential trailers</li> <li>• Greenhouse</li> <li>• Basketball court</li> <li>• Forty-eight (48) in-ground, open top concrete fish tanks (roughly 4 feet deep and 18 feet in diameter)</li> <li>• At least two irrigation wells</li> <li>• Multiple dry irrigation basins</li> </ul> <p><u>Area B</u> Area B appeared to be vacant as no ongoing agricultural, commercial, or residential uses were observed. However, the following structures were noted Area B (see Figure 3):</p> <ul style="list-style-type: none"> <li>• At least 6 residential and related buildings (garages and storage sheds)</li> <li>• A maintenance/shop building</li> <li>• A former packing warehouse</li> <li>• Twenty-seven (27) in-ground, open top concrete fish tanks (roughly 4 feet deep and 18 feet in diameter)</li> <li>• A cluster of approximately sixty-nine (69) small abandoned houses staged in rows</li> <li>• At least two irrigation wells</li> <li>• Multiple dry irrigation basins</li> <li>• A suspect water pumping station</li> <li>• Remnant irrigation equipment</li> <li>• A segment of a power line easement</li> <li>• Abandoned dilapidate residence (southeastern portion of Area B)</li> </ul> <p><u>Area C</u> Area C consists of vacant land with a few mulch piles. An asphalt pave roadway belonging to the Chuckwalla Valley Raceway is located in the southeast corner of Area C.</p>

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

PROPERTY RECONNAISSANCE

April 18, 2018

	<p><u>Area D</u> Past agricultural activities have been abandoned. Remaining structures include a former fuel AST, several drums, an irrigation well, and chain link fencing. The fuel AST appeared to be leaking and is discussed further in Section 5.7.</p> <p><u>Area E</u> A power line easement crossed over the proposed gen-tie line that connects Areas E and F. Interstate-10 (I-10) crosses through the southernmost proposed gen-tie line that connects the Property to the substation south of the freeway.</p> <p><u>Area F</u> Area F is developed with residential structures and warehouse buildings that support ongoing agricultural operations (palm tree grove). the following structures were noted Area F (see Figure 5):</p> <ul style="list-style-type: none"> <li>• Two residential buildings</li> <li>• A warehouse building that is used for storage of farming equipment</li> <li>• A storage trailer associated with a shooting range</li> <li>• Generator sheds</li> <li>• At least one irrigation well</li> <li>• Multiple dry irrigation basins</li> <li>• One irrigation pond containing water</li> </ul>
<b>Property Size (acres):</b>	Approximately 3,388 acres
<b>Estimated % of Property Covered by Buildings and/or Pavement:</b>	Less than 1% of the Property is occupied by structures or pavement.
<b>Observed Current Property Use/Operations:</b>	<p>Current Property operations include limited agricultural and residential uses in Areas B and F. A shooting range, which appears to still be used, is located in Area F. A portion of Area C is developed with the entrance road for the Chuckwalla Raceway.</p> <p>All former residential and agricultural operations in Areas A and D have been abandoned. Area E is vacant desert land with the exception of power lines that cross through an area proposed for a gen-tie line.</p>
<b>Observed Evidence of Past Property Use(s):</b>	Evidence of past Property operations include agricultural row cropping, residences, a shooting range, and commercial uses

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

PROPERTY RECONNAISSANCE

April 18, 2018

	(packing/shipping warehouse or maintenance buildings) related to the aforementioned agricultural uses.
<b>Electric Utility:</b>	Southern California Edison

### 5.3 HAZARDOUS SUBSTANCES AND PETROLEUM PRODUCTS

The following table summarizes Stantec's observations during the Property reconnaissance.

Observations	Description/Location
<b>Hazardous Substances and Petroleum Products as Defined by CERCLA 42 U.S.C. § 9601(14):</b>	<p><u>Area A</u> Two approximately 8,000-gallon petroleum tanks were observed near the west-central portion of Area A. It is unclear if the tanks contained product or were empty. The tanks were situated on dirt and no staining or odors were observed. A photograph of the tanks is provided in Appendix A.</p> <p><u>Area B</u> Several 55-gallon drums were observed throughout Area B, as discussed under the "Drums" heading below.</p> <p><u>Area C</u> None observed</p> <p><u>Area D</u> An AST and several drums were observed in the northern portion of Area D. The AST is discussed further in Section 5.7 and the drums are discussed under the "Drums" heading below.</p> <p><u>Area E</u> None observed</p> <p><u>Area F</u> One AST containing fuel is located in the western portion of Area F and two empty ASTs were located in the north-central portion of Area F. In addition, several empty plastic totes, two metal ASTs (~250-gallons), and other farming related equipment was observed along with, around the exterior perimeter of the warehouse building in the central portion of Area F. These ASTs are discussed further in Section 5.7</p>
<b>Drums (≥ 5 gallons):</b>	<u>Area A</u>

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

PROPERTY RECONNAISSANCE

April 18, 2018

Observations	Description/Location
	<p>A 55-gallon drum was observed in the west-central portion of Area A, near the green house. No confirmation could be made regarding whether the drum was full or empty due to a dense overgrowth of thorny vegetation. The exterior of the drum was stained but the surrounding soil exhibited no staining or evidence of a release. Due to the absence of stained soil around the drum, no further assessment is recommended. However, Stantec recommends that the drum be properly disposed of in accordance with applicable laws and regulations. A photograph of the drum is provided in Appendix A.</p> <p><u>Area B</u></p> <ul style="list-style-type: none"> <li>• Six (6) 55-gallon drums were contained in a concrete sump located along the east wall inside of the former packing warehouse.</li> <li>• One (1) 55-gallon drum was located in the northwest portion of Area B near Rice Road. The drum was surrounded by approximately 25 square feet (5 feet by 5 feet) of visibly stained soil.</li> <li>• One (1) 55-gallon drum with no lid was tipped over near a concrete pad and irrigation well location observed in the central portion of Area B. Slight staining was noted on the soil immediately north of the concrete pad.</li> </ul> <p>Stantec recommends that soil sampling be performed at the location of the packing warehouse sump and the two areas where soil staining was noted around the 55-gallon drums in order to assess whether TPH and VOCs are present above regulatory thresholds.</p> <p><u>Area C</u> None observed</p> <p><u>Area D</u> Several 55-gallon drums were located within a fenced concrete slab containing an irrigation well. All of the drums were rusted and two of them were tipped over. Staining was observed on the concrete slab leading toward exposed soil to the north of the slab and adjacent to a 12,000-gallon AST which also exhibited staining.</p>

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

PROPERTY RECONNAISSANCE

April 18, 2018

Observations	Description/Location
	<p>Stantec recommends that soil sampling be performed at the location of the drums and the AST (as mentioned in Section 5.7) in order to assess whether TPH and VOCs are present in soil above regulatory thresholds.</p> <p><u>Area F</u> None observed</p>
<p><b>Strong, Pungent, or Noxious Odors:</b></p>	<p><u>Area D</u> Strong petroleum hydrocarbons odors were observed around the east end of the AST located in the northern portion of Area D. It also appeared that a mound of sand had deliberately been placed at the east end of the tank for the purpose of slowing the release of fuel. Recommendations for further assessment in the area are provided in Section 5.7.</p>
<p><b>Pools of Liquid:</b></p>	<p>None observed.</p>
<p><b>Unidentified Substance Containers:</b></p>	<p><u>Area A</u> A 5-gallon bucket containing a small quantity of unknown liquid was observed in close proximity to the drum. No staining or evidence of a release was noted. Due to the absence of stained soil around the drum, no further assessment is recommended. However, Stantec recommends that the drum be properly disposed of in accordance with applicable laws and regulations.</p> <p>As discussed under the "Drums" heading above, several drums were located elsewhere throughout the Property. None of the drums were labeled. Stantec recommends that the drums be removed and properly disposed of in accordance with applicable laws and regulations prior to Property redevelopment activities. Further assessment, as deemed necessary, is discussed in applicable sections of this report.</p>
<p><b>PCB-Containing Equipment:</b></p>	<p>Pole-mounted electrical transformers were observed at various locations where power lines passed through the Property. The transformers appeared in good condition with no evidence of a release.</p>
<p><b>Other Observed Evidence of Hazardous Substances or Petroleum Products:</b></p>	<p>None observed other than what was contained in the storage tanks and 55-gallon drums that were discussed previously.</p>

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

PROPERTY RECONNAISSANCE

April 18, 2018

### 5.4 INTERIOR OBSERVATIONS

Interior portions of existing and abandoned residential structures were not observed due to privacy and safety considerations but are anticipated to be in line with typical residential uses. The only commercial structures at the Property were in Areas B and F. Interior inspection of these structures are summarized in the following table.

Observations	Description
Heating/Cooling Method:	None observed.
Surface Stains or Corrosion:	None observed.
Floor Drains and Sumps:	<p><u>Area B</u> A concrete sump is located along the east wall inside of the former packing warehouse. The sump contains six 55-gallon drums. The drums were tightly packed within the sump and no observation of the sump bottom could be made.</p> <p>As mentioned in Section 5.3, Stantec recommends further assessment/sampling for contaminants of concern at the location of the packing house sump.</p> <p>No other floor drains or sumps were observed at the Property.</p>
Other Interior Observations:	<p><u>Area B</u> A former packing house and small maintenance building were observed in the west portion of Area B. The former packing house contained a large storage area, a cold storage room, office area, and shipping dock. Multiple remnant produce boxes were observed in the former storage areas. A sump was observed inside the building along the east wall, as discussed under the "Floor Drains and Sumps" section above.</p> <p><u>Area F</u> An approximate 2,400 square foot warehouse building is located in the west-central portion of Area E. The building is used for storage of irrigation equipment (piping, pipe glue, etc) and two small all-terrain vehicles (ATVs) used to support agricultural operations. A work bench was located along the north wall of the building.</p>

### 5.5 EXTERIOR OBSERVATIONS

Stantec made the following observations during the site reconnaissance of exterior areas of the Property and/or identified the following information during the interview or records review portions of the assessment:

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

PROPERTY RECONNAISSANCE

April 18, 2018

Observations	Description
<b>On-site Pits, Ponds, or Lagoons:</b>	Several irrigation ponds were observed in Areas A, B, and F. The ponds in Areas A and B were dry and no longer in use. Certain irrigation ponds in Area F were still in use by ongoing agricultural operations. The irrigation ponds are not considered an environmental concern.
<b>Stained Soil or Pavement:</b>	<p><u>Area B</u> One (1) 55-gallon drum was located in the northwest portion of Area B near Rice Road. The drum was surrounded by approximately 25 square feet (5 feet by 5 feet) of visibly stained soil.</p> <p>One (1) 55-gallon drum with no lid was tipped over near a concrete pad and irrigation well location observed in the central portion of Area B. Slight staining was noted on the soil immediately north of the concrete pad.</p> <p><u>Area D</u> Several 55-gallon drums were located within a fenced concrete slab containing an irrigation well. All of the drums were rusted and two of them were tipped over. Staining was observed on the concrete slab leading toward exposed soil to the north of the slab and adjacent to a 12,000-gallon AST which also exhibited staining.</p> <p>Stantec recommends that soil samples be collected at areas where staining was observed near the drums and AST in Areas B and D.</p> <p><u>Area F</u> An approximate 8,000-gallon fuel AST with a dispenser pump was observed in the west-central portion of Area F. The AST and dispenser pump were within a concrete secondary containment area. Only minimal staining was noted on the concrete floor of the containment area. No stained or odorous soil was observed on surfaces outside of the secondary containment structure. Given that there was no evidence of a release to soil around the AST, no further assessment is recommended.</p> <p>No stained soil or pavement was observed in the remaining areas of the Property</p>
<b>Stressed Vegetation:</b>	None observed.

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

PROPERTY RECONNAISSANCE

April 18, 2018

Observations	Description
<b>Waste Streams and Waste Collection Areas:</b>	None observed.
<b>Solid Waste Disposal:</b>	Solid waste disposal consisted of piles containing primarily construction debris, wood, and discarded irrigation lines and irrigation well casing. The construction debris was observed primarily in the west-central portion of Area A and southwest portion of Area B. Discarded irrigation lines were scattered through portions of Areas A, B, D, and F that were, or are currently used for agriculture. Stantec recommends that the debris is properly disposed prior to the proposed Property development. Areas containing construction debris should be sampled concurrently with an asbestos and lead based paint survey, as recommended in Sections 8.1 and 8.2.
<b>Potential Areas of Fill Placement:</b>	No mounds, piles or depressions suggesting the placement of fill material were observed on the Property.
<b>Wastewater:</b>	No exterior wastewater discharge was observed.
<b>Stormwater:</b>	None observed.
<b>Wells:</b>	At least 7 irrigation wells were observed at the Property. Stantec recommends that the wells be abandoned in accordance with applicable regulations unless the wells are intended to be used by the proposed development.
<b>Septic Systems:</b>	No septic tanks were observed during the Property reconnaissance. However, Riverside County Building Department records (Section 4.3.3) indicate that septic tanks and leach field were permitted for 26440 Rice Road, 23405 Rice Rd, and APN: 807-690-025 (41750 Beekley Rd). Since the septic tanks were associated with the former residential mobile homes, Stantec recommends no further assessment.
<b>Other exterior observations</b>	<p>Exterior observations at the Property included structures and equipment related to former and current agricultural, residential, and commercial uses. Exterior observations different from these uses are described below:</p> <p><u>Area F</u></p> <p>A large shooting range was observed in the east-central portion of Area F, as shown on Figure 5. A second smaller shooting range was observed approximately 350 feet southwest of the large range. Heavy metals associated with spent bullet casings are sometimes found to accumulate in shallow soils at shooting ranges. As a</p>



## PHASE I ENVIRONMENTAL SITE ASSESSMENT

PROPERTY RECONNAISSANCE

April 18, 2018

Observations	Description
	result, Stantec recommends that shallow soil sampling for lead copper and zinc be performed throughout the areas used as shooting ranges to evaluate if concentrations exceed regulatory thresholds or hazardous waste levels.

### 5.6 UNDERGROUND STORAGE TANKS/STRUCTURES

<b>Existing USTs:</b>	No visible evidence (fill pipes, vent pipes, dispensers, surface patches), which would indicate the presence of USTs, was discovered during the site reconnaissance.
<b>Former USTs:</b>	No visible evidence (fill pipes, vent pipes, dispensers, surface patches), which would indicate the presence of USTs, was discovered during the site reconnaissance. However, there were two fuel tanks in the west-central portion of Area A and two fuel tanks in Area F that may have at one time been USTs that were removed and now stored above ground. Further discussion and recommendations for further assessment are provided in Section 5.7.
<b>Other Underground Structures:</b>	None observed.

### 5.7 ABOVEGROUND STORAGE TANKS

<b>Existing ASTs:</b>	<p>An approximately 12,000-gallon AST was observed in the northern portion of Area D (Figure 3) adjacent to fenced enclosure containing an irrigation well and several drums. Staining and strong petroleum hydrocarbons odors were observed around the east end of the tank. It also appeared that a mound of sand had deliberately been placed at the east end of the tank for the purpose of slowing the release of fuel. Stantec recommends that soil samples be collected at the east end of the tank where staining and odors were observed.</p> <p>An approximate 8,000-gallon fuel AST with a dispenser pump was observed in the west-central portion of Area F. The AST and dispenser pump were within a concrete secondary containment area. Only minimal staining was noted on the concrete floor of the containment area. No stained or odorous soil was observed on surfaces outside of the secondary containment structure. Given that there was no evidence of a release to soil around the AST, no further assessment is recommended. Stantec recommends that the AST be removed and properly disposed of in accordance with applicable regulations. In addition, upon removal of the tank during Property demolition activities, Stantec recommends that the tank be inspected for any signs of a release. If any impacted soil or leaks are observed, Stantec should be contacted for further assessment.</p>
-----------------------	---

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### PROPERTY RECONNAISSANCE

April 18, 2018

	<p>As mentioned in Section 5.6, there were two fuel ASTs in the west-central portion of Area A and two fuel ASTs in Area F that were being stored above ground (Appendix A). The tanks were positioned on their sides, not on plastic, and there was no secondary containment. The tanks ranged from approximately 8,000 to 10,000-gallons in capacity. It is unclear whether these tanks were formerly USTs that were removed and are now just staged onsite, or whether these tanks originally functioned as ASTs. One of the tanks in Area F was labeled "Empty". Since there was no fuel dispensing equipment related to the three remaining ASTs, it is unlikely that they are still being used for fuel storage. No staining or odors were associated with these ASTs. Given that there was no evidence of a release to soil around the ASTs, no further assessment is recommended. However, Stantec recommends that the ASTs be removed and properly disposed of in accordance with applicable regulations. In addition, upon removal of the tanks during Property demolition activities, Stantec recommends that the tank be inspected for any signs of a release. If any impacted soil or leaks are observed, Stantec should be contacted for further assessment.</p> <p>Several empty plastic totes and two metal ASTs (~250-gallons) were being stored, along with other farming related equipment, around the exterior perimeter of the warehouse building in the central portion of Area F. This location of the plastic totes and ASTs does not appear to be their original location when they were in use. No staining or odors were observed in connection with the totes and ASTs. As a result, no further investigation is recommended.</p>
<b>Former ASTs:</b>	No visible evidence (fill pipes, vent pipes, dispensers, surface stains), reports, or other evidence of the former presence of ASTs was discovered during this Phase I ESA.

## 5.8 ADJOINING PROPERTIES

### 5.8.1 Current Uses of Adjoining Properties

Adjoining properties consisted primarily of native desert land, residential properties, agricultural properties, and a limited amount of commercial businesses. Commercial businesses of note that are adjacent to the Property are discussed below.

#### Chuckwalla Raceway (Former Desert Center Airport)

The Property surrounds the Chuckwalla Raceway property and therefore is adjacent to the east of Area B, south of Area C, and north of Area D. Stantec observed no environmental concerns associated with the raceway. However, the raceway was historically developed as the Desert Center Airport and used in the early 1940s by the US Government to support activities related to the Desert Training Center – a collection of combat training camps designed to prepared troops

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

PROPERTY RECONNAISSANCE

April 18, 2018

for desert warfare in North Africa during World War II. Further discussion of the airport and potential environmental issues related to this use is discussed in Section 4.4.6.

### 5.8.2 Observed Evidence of Past Uses of Adjoining Properties

Evidence of past uses on adjoining properties consisted of dilapidated residential structures, remnant agricultural crops, and abandoned commercial structures. Past commercial businesses of note that are adjacent to the Property are discussed below.

#### Former Gasoline Station

A former gasoline station is located at 25940 Rice Road and adjacent to the west of Area B. There are no reported releases associated with the former service station. The dispenser pumps and vent lines have been removed but the former dispenser canopy remains. There is no evidence of where the USTs were located, and it is unclear whether the USTs have been removed. However, the former service station property is more than 3 acres and there is a distance of at least 160 feet between the fuel dispensing area and the nearest Property boundary. Due to the absence of a reported release, distance of the fuel dispensing area to the Property boundary, and intended use of the Property, no further assessment is recommended.

### 5.8.3 Pits, Ponds, or Lagoons on Adjoining Properties

As viewed from the Property and/or from public rights-of-way, Stantec made the following observations about the presence of pits, ponds, and lagoons on adjoining properties:

<b>NORTH</b>	None observed.
<b>SOUTH</b>	None observed.
<b>EAST</b>	A dry, unused irrigation pond was observed on the adjoining property to the east of Area D.
<b>WEST</b>	None observed.

## 5.9 OBSERVED PHYSICAL SETTING

<b>Topography of the Property and Surrounding Area:</b>	The Property slopes toward a large regional drainage that trends northwest to southeast between Area A and Areas B through F. Therefore, Area A slopes to the south/southeast. Areas B through F of the Property slope to the north/northeast.
---	--

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

INTERVIEWS  
April 18, 2018

### 6.0 INTERVIEWS

The AAI final rule requires that a Property interview be conducted with the owner or Property occupants that are most familiar with the Site. Interviews with available parties are discussed below.

Name and Phone Number	Associated Address or Parcel Number(s)	Findings
Tak Kuen Mau (626) 215-9692	23405 Rice Road (Area A)	Mr. Mau was interviewed by Stantec via telephone on March 26, 2018. Mr. Mau stated that the Property has been vacated for approximately 7 years and that he has no knowledge of chemical storage or fuel tanks that he is aware of. He indicated that there are several concrete fish tanks onsite and that the parcels were historically used for agricultural crop cultivation. Mr. Mak mentioned that he has never heard of nor found any munitions debris at the parcel.
Micky Grana (760) 275-3883	811-122-009, 811-142-015, 811-130-010 & 811-150-002 (portion of Area C)	Mr. Grana was interviewed by Stantec via telephone on March 26, 2018. Mr. Grana said that he was not aware of any fuel tanks or environmental issues associated with the Property parcels. However, he did indicate that he was aware that army formerly occupied the Desert Center airstrip that is currently owned and operated by Chuckwalla Valley Raceway. Mr. Grana mentioned that a full-time project monitor was required during earth moving when raceway was developed in order to monitor the site for potential munitions debris.
Lorraine Lazerson (562) 760-1687	26440 Rice Road (portion of Area B)	Ms. Lazerson was interviewed by Stantec via telephone on March 26, 2018. She indicated that she has only been familiar with the property for 1 year but that the structures at the west end of her property will remain and are not being sold. Ms. Lazerson is not aware of environmental issues or fuel tanks at the property. She indicated that the prior use was an asparagus farm and fish farm (concrete ASTs),

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

INTERVIEWS  
April 18, 2018

<p>Om Garg (714) 273-0402</p>	<p>25850 Rice Road (portion of Area B)</p>	<p>Mr. Garg indicated that the property was formerly used for agriculture (row crops) and that he knows of no environmental issues related to the property or the surrounding area.</p>
<p>Duane Young (760) 347-7906</p>	<p>810-110-001 &amp; 810-110-006 (Area F)</p>	<p>Mr. Young indicated that the property was still in use as a palm tree farm. He indicated that the warehouse building has the appearance of a maintenance shop but has only ever been used for storage since the time it was constructed. He is not aware of any USTs or other subsurface structures. Mr. Young was not aware of any environmental issues at the Property or the surrounding area.</p>
<p>Raymond Paglia (702) 592-7400</p>	<p>811-170-002 &amp; 811-180-001</p>	<p>Mr. Paglia was interviewed by Stantec via telephone on March 26, 2018. Mr. Paglia inherited the property was inherited and that he has never visited the area. He mentioned that his parents purchased the property from the US government and has been paying taxes on it since. He does not believe it has been used for any specific purpose.</p> <p>Note: these parcels were historically part of the south end of the Desert Center Army Airfield.</p>

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

DATA GAPS  
April 18, 2018

### 7.0 DATA GAPS

The federal AAI rule [40 CFR 312.10(a)] and ASTM E1527-13 identify a “data gap” as the lack or inability to obtain information required by the standards and practices of the rule despite good faith efforts by the Environmental Professional or the User.

Any data gaps resulting from the Phase I ESA described in this report are listed and discussed below.

<b>Gap</b>	<b>Discussion</b>
<b>Deletions or Exceptions from Scope of Work Referenced in Section 1:</b>	None.
<b>Weather-Related Restrictions to Site Reconnaissance:</b>	None.
<b>Facility Access Restrictions to Site Reconnaissance:</b>	None.
<b>Other Site Reconnaissance Restrictions:</b>	Due to the potential presence of sensitive plant and animal species in the area, certain areas could not be accessed by vehicle and had to be traversed by foot. As a result, Stantec made a concerted effort to traverse specific areas (i.e. areas with debris, signs of surface disturbance, or structures) by foot to obtain a general understanding of Property conditions. However, it should be noted that not all areas that appeared as vacant desert land were traversed due to the Property size and time constraints. The areas not traversed are expected to be undeveloped desert land.
<b>Data Gaps from Environmental Records Review:</b>	No Preliminary Title Report provided.
<b>Data Gaps from Historical Records Review:</b>	As of the date of this report Stantec has not received a response from the Riverside County Department of Environmental Health regarding an inquiry on archived records. Additionally, no response has been received from the Regional Water Quality Control Board regarding potential records not on GeoTracker. However, sufficient information has been obtained through other third-party sources and online databases. In the event that records are made available at a later date that change the conclusions of this report, Stantec will issue an addendum summarizing the finding and any further recommendations.
<b>Data Gaps from Interviews:</b>	Interviews were not conducted with owners of properties that are vacant desert land, or agricultural land with no structures.
<b>Other Data Gaps:</b>	None.

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

CONCLUSIONS

April 18, 2018

## 8.0 CONCLUSIONS

We have performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E-1527-13 and the requirements of AAI for the "Property". Any exceptions to, or deletions from, this practice are described in the Data Gaps section of this report. This assessment has revealed no evidence of recognized environmental conditions (RECs) in connection with the Property except for the following:

- **Munitions and Explosives of Concern and Unexploded Ordnance.** There are two formerly used defense sites (FUDS) in the vicinity that overlap into areas of the Property. Historical documentation obtained through the Department of Toxic Substances Control (DTSC) Envirostor website indicate that the Desert Center area was used by the U.S. Government for military training in the early 1940s (World War II). These two sites are known as the Desert Center Division Camp and the Desert Center Army Airfield (formerly the Desert Center Airport). Historic hand drawn maps of these FUDS sites are included in Appendix E and a detailed discussion of each site is provided in Section 4.2.2. The Envirostor database lists these sites as having the potential for munitions and explosives of concern ("MEC") and Unexploded Ordnance ("UXO") remaining from past military training exercises.

Records indicate that the area approximately 1.5 miles west of Rice Road (SR-177) was occupied by the Desert Center Division Camp and included an encampment area with temporary housing structures, an evacuation hospital, and a maneuver area associated with the surrounding Desert Training Center (DTC). The DTC was a collection of desert camps in the region that were appointed by the U.S. Government with the intent to train military troops for desert warfare in North Africa. Although the Desert Center Division Camp was approximately 1.5 miles west of Rice Road, an archive map retrieved from [militarymuseum.com](http://militarymuseum.com) shows that the surrounding area, outside of the camp boundaries, was also used to support the camp. The uses include "Ammunition Depot No. 1" in the vicinity of Area A, and "18<sup>th</sup> Ordnance Battalion" near Areas D and E.

The Desert Center Army Airfield occupied the former Desert Center Airport and present-day Chuckwalla Valley Raceway (Figure 3). The former airport site consisted of 1,958 acres and included two main runways, taxiways, base housing, storage and maintenance buildings, and fueling systems. The western portion of the former Desert Center Army Airfield overlaps onto the east half of Area C and into the northern parcels of Area D. While it does not appear to overlap with Area B, the former airfield is in close proximity to it. Therefore, undocumented military activities in Area B cannot be ruled out.

Based on past conversations with the DTSC and United States Army Corps of Engineers (USACE) on similar sites in the region, Stantec recommends the following with regard to the potential existence of UXO and MEC:

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### CONCLUSIONS

April 18, 2018

- Consultation and guidance from a certified MEC/UXO professional to evaluate the appropriate course of action and associated costs related to assessment, remediation, and construction support;
- Where ground disturbance work is involved, contractors should be OSHA HAZWOPER-trained in accordance with standard 29CFR 1910.120 and hold a current certification;
- Where ground disturbance work is involved, contractors should be trained in identifying UXO/MEC;
- If suspected munitions are encountered at any point by any onsite individual, the "3R's of Explosives Safety" should be followed. The "3R's" include:
  - Recognize – when something may be a munition and the dangers involved.
  - Retreat – do not touch the potential munition and carefully leave the area.
  - Report – immediately report the finding to local law enforcement.

NOTE: Based on an interview conducted with Mr. Micky Grana of Chuckwalla Valley Raceway, a full-time certified UXO technician was required to monitor the site for potential munitions debris during earth moving activities when the raceway was developed. It should be anticipated that such measures may be required by the enforcing agency (DTSC, USACOE, or Riverside County) during Property redevelopment due to the FUDS designation. However, at a minimum the above recommendations would apply.

- **Former (Areas A, B, and D) and Current Agricultural Uses (Area F).** Areas A, B, and D were farmed with row crops since at least 1979 but appeared abandoned during Stantec's Property reconnaissance. Aerial photographs show dry row crops and irrigation ponds in these areas by the middle to late 2000s. Area C appears to have been dry farmed in the 1980s and 1990s. Area F is actively farmed with numerous rows of palm trees.

The former and current use of the Property for agricultural purposes is considered a REC due to the potential for residual pesticides and metals-based herbicides (arsenic and lead) to persist in soils above regulatory thresholds or hazardous waste levels. As a result, Stantec recommends that shallow soil sampling be performed throughout Areas A, B, D, C, and F to evaluate if organochlorine pesticides, lead, and arsenic concentrations exceed regulatory thresholds or hazardous waste levels.

- **Secondary Containment Sump and Drum/Oil Stained Areas (Area B).** A former produce packing house is located in the southwest portion of Area B. Six (6) 55-gallon drums were contained in a concrete sump located along the east wall, inside the former packing warehouse.

To the north of the packing warehouse location, along Rice Road, one (1) 55-gallon drum was observed. The drum was surrounded by approximately 25 square feet (5 feet by 5 feet) of visibly stained soil. Additionally, one (1) 55-gallon drum with no lid was tipped over near a concrete pad and irrigation well location observed in the central portion of Area



## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### CONCLUSIONS

April 18, 2018

B. Slight staining was noted on the soil immediately north of the concrete pad. Each of the three areas are illustrated on Figure 3.

Stantec recommends that shallow soil sampling be performed at the location of the packing warehouse sump, and at the two areas where soil staining was noted around the 55-gallon drums, in order to assess whether TPH and VOCs are present above regulatory thresholds.

- **Underground Storage Tank (Area C).** As discussed above, the former Desert Center Army Airfield operated fueling systems which included underground storage tanks ("USTs"). Based on an archived airport map reviewed by Stantec, there were three USTs on the outskirts of the airport runways. The referenced map is included in Appendix E of this Phase I ESA report. One of these USTs appears to have been located within the eastern portion of Area C at the Property, as shown on Figure 3. The other two USTs were located at least 250 feet north of the Area D Property boundary based on the scale of the archived map. The FUDS database vaguely suggests that the fuel USTs were not used after the government transferred the site to Riverside County in 1965. Stantec has uncovered no evidence during this Phase I ESA that indicates the USTs were ever removed.

The potential presence of a former UST on the Property (Area C) is considered a REC. Stantec recommends that a geophysical survey be performed to evaluate if the UST may potentially remain in place. In addition, Stantec recommends a subsurface assessment (soil sampling) be performed to evaluate if a release occurred at the reported UST location.

- **Leaking Aboveground Storage Tank ("AST") and Drum/Oil Stained Area (Area D).** An approximate 12,000-gallon AST was observed in the northern portion of Area D (Figure 3) adjacent to a fenced enclosure containing an irrigation well and several 55-gallon drums. Staining and strong petroleum hydrocarbon odors were observed around the east end of the AST. It also appeared that a mound of sand had deliberately been placed at the east end of the tank for the purpose of slowing the release of fuel leaking from the tank. In addition, several of the 55-gallon drums were tipped over and stained pavement was observed that extended off of the concrete pad toward the location of the AST. Stantec recommends that soil samples be collected at the east end of the AST and immediately north of the concrete pad where staining and odors were observed.
- **Shooting Ranges (Area F).** A large shooting/gun range was observed in the east-central portion of Area F, as shown on Figure 5. A second shooting range was observed approximately 350 feet southwest of the large range. Heavy metals associated with spent bullet casings are sometimes found to accumulate in shallow soils at shooting ranges. As a result, Stantec recommends that shallow soil sampling for heavy metals be performed throughout the two areas used as shooting ranges to evaluate if metals concentrations exceed regulatory thresholds or hazardous waste levels.

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### CONCLUSIONS

April 18, 2018

Stantec identified the following non-ASTM environmental issue associated with the Property:

- **Lead Based Paint (LBP).** With the exception of the residential and commercial structures in Area F, the Property structures were built prior to 1977. Accordingly, Stantec recommends an LBP survey at the Property to identify the condition of painted surfaces and whether the paint would be classified as LBP based on lead content. All LBP should be removed from the Property prior to construction/demolition activities with the potential to disturb painted surfaces, in accordance with all applicable laws.
- **Asbestos Containing Materials (ACMs).** Several residential and commercial buildings are located throughout the Property. In addition, a pile of construction debris was located in the southwest portion of Area A that contained plastered and wall board, among other construction materials. Demolition or partial demolition of any structure, or disposal of construction debris, requires compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403 (Asbestos Demolition and Removal). Therefore, Stantec recommends that a pre-demolition survey be performed for all Property structures and any debris piles containing suspect ACM.

Although not considered a REC, the following items of note were identified during this Phase I ESA:

- **Indistinguishable Surface Feature, 1948 Aerial Photograph.** A discolored area of land amidst the otherwise vacant desert terrain was noted on the 1948 aerial photograph within the proposed gen-tie line area that connects Areas D and E. This discolored area covers roughly a ½ acre and is approximately 1,100 feet south of the southwest corner of Area D (approximately 1,400 feet north of the northwest corner of Area E). It is unclear whether this is a blemish in the photograph, salt accumulation from a dry area of surface ponding, or is some sort of surface disturbance. It should be noted a military map of the Desert Center Division Camp (Appendix E) indicates that the 18<sup>th</sup> Ordnance Battalion was located in this general area in the early 1940s. The referenced discolored area does not appear to be present in any subsequent photographs.
- **Drum Storage.** Several drums were located in various locations within Areas A, B, C, D, and F of the Property. None of the drums were labeled. Unless discussed specifically above, the drums exhibited no staining, no evidence of a release, or they appeared to be empty. Therefore, they are considered de minimis and no further assessment is recommended. Stantec recommends that the drums be removed and properly disposed of in accordance with applicable laws and regulations prior to Property redevelopment activities.
- **ASTs.** An approximate 8,000-gallon fuel AST with a dispenser pump was observed in the west-central portion of Area F. The AST and dispenser pump were within a concrete secondary containment area. Only minimal staining was noted on the concrete floor of the containment area. No stained or odorous soil was observed on surfaces outside of the secondary containment structure.

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### CONCLUSIONS

April 18, 2018

Additionally, there were two fuel ASTs in the west-central portion of Area A and two fuel ASTs in Area F that were being stored above ground (Appendix A). The tanks were positioned on their sides, not on plastic, and there was no secondary containment. The tanks ranged from approximately 8,000 to 10,000-gallons in capacity. It is unclear whether these tanks were formerly USTs that were removed and are now just stored onsite, or whether these tanks originally functioned as ASTs. One of the tanks in Area F was labeled "Empty". Since there was no fuel dispensing equipment related to the three remaining ASTs, it is unlikely that they are still being used for fuel storage. No staining or odors were associated with these ASTs. Given that there was no evidence of a release to soil around the ASTs, no further assessment is recommended. However, Stantec recommends that the ASTs discussed above be removed and properly disposed of in accordance with applicable regulations. In addition, upon removal of the tanks during Property demolition activities, Stantec recommends that the tanks be inspected for any signs of a release. If any impacted soil or leaks are observed, Stantec should be contacted for further assessment.

- **Potential Farm and Residential Heating Oil USTs.** No evidence of farm or residential heating oil USTs were noted during the Property reconnaissance, interviews with property owners, or through review of historic records. However, due to the remoteness of the Property and past agricultural uses, there is the potential for unknown farm USTs or residential heating oil USTs to be uncovered at the Property during grading activities. Such USTs are considered exempt from state UST regulations, so their presence is generally unknown without specific information provided by knowledgeable parties. In the event that such USTs are encountered, work should be immediately stopped in that area and the suspect structure should be left in place for assessment/evaluation by an environmental professional.
- **Solid Waste Disposal.** Solid waste disposal consisted of piles containing primarily construction debris, wood, and discarded irrigation lines and irrigation well casing. The construction debris was observed primarily in the west-central portion of Area A and southwest portion of Area B. Discarded irrigation lines were scattered throughout portions of Areas A, B, D, and F that were, or are currently used for agriculture. Stantec recommends that the debris is properly disposed prior to the proposed Property development. Areas containing construction debris should be sampled concurrently with an asbestos and lead based paint survey, as recommended in the non-ASTM section of this report.
- **Irrigation/Water Wells.** At least 7 irrigation wells were observed at the Property. Given the past Property usage for agricultural purposes, additional irrigation wells may be present that are unknown. Stantec recommends that all known and unknown (those encountered during proposed development activities) irrigation/water wells be abandoned in accordance with applicable regulations unless the wells will be used by the proposed development.

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### CONCLUSIONS

April 18, 2018

- **Septic Tanks and Leach Fields.** Riverside County Building Department records (Section 4.3.3) indicate that septic tanks and leach fields were permitted for 26440 Rice Road, 23405 Rice Rd, and APN: 807-690-025 (41750 Beekley Rd). Since the septic tanks were associated with the former residential mobile homes, Stantec recommends no further assessment. However, the geotechnical engineer and grading contractor should be made aware that such structures may be encountered at these locations and other potential locations on the Property where residential structures were historically located.

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

NON-SCOPE CONSIDERATIONS

April 18, 2018

### 9.0 NON-SCOPE CONSIDERATIONS

The scope of work completed was limited solely to those items in the ASTM E1527-13 standard. No ASTM E1527-13 non-scope services were performed as part of this Phase I ESA.

#### 9.1 LEAD-BASED PAINT

Concern for lead-based paint (LBP) is primarily related to residential structures. The EPA's Final Rule on Disclosure of Lead-Based Paint in Housing (40 CFR Part 745) defines LBP as paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight.

The risk of lead toxicity in LBP varies based upon the condition of the paint and the year of its application. The U.S. Department of Housing and Urban Development (HUD) has identified the following risk factors:

The age of the dwelling as follows: maximum risk is from paint applied before 1950.

There is severe risk from paint applied before 1960.

There is moderate risk from deteriorated paint applied before 1970.

There is slight risk from the paint that is intact but applied before 1977.

The condition of the painted surfaces.

The presence of children and certain types of households in the building.

Previously reported cases of lead poisoning in the building or area.

Construction Date	Residential (Yes/No)	Observed Condition of Painted Surfaces
Late 1970s (Areas A and B)  Early 1990s (Area F)	Yes	With the exception of the residential and commercial structures in Area F, the Property structures were built prior to 1977. Accordingly, Stantec recommends an LBP survey at the Property to identify the condition of painted surfaces and whether the paint would be classified as LBP based on lead content. All LBP should be removed from the Property prior to construction/demolition activities with the potential to disturb painted surfaces, in accordance with all applicable laws.

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

NON-SCOPE CONSIDERATIONS

April 18, 2018

## 9.2 ASBESTOS

Asbestos can be found in many applications, including sprayed-on or blanket-type insulation, pipe wraps, mastics, floor and ceiling tiles, wallboard, mortar, roofing materials, and a variety of other materials commonly used in construction. The greatest asbestos-related human health risks are associated with friable asbestos, which is ACM that can be reduced to powder by hand pressure. Friable asbestos can become airborne and be inhaled; and has been associated with specific types of respiratory disease. The manufacturing and use of asbestos in most building products was curtailed during the late 1970s.

Several residential and commercial buildings are located throughout the Property. In addition, a pile of construction debris was located in the southwest portion of Area A that contained plastered and wall board, among other construction materials. Demolition or partial demolition of any structure, or disposal of construction debris, requires compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403 (Asbestos Demolition and Removal). Therefore, Stantec recommends that a pre-demolition survey be performed for all Property structures and any debris piles containing suspect ACM.

## 9.3 RADON

Radon is a colorless, tasteless radioactive gas with an EPA-specified action level of 4.0 PicoCuries per liter of air (pCi/L) for residential properties. Radon gas has a very short half-life of 3.8 days. The health risk potential of radon is primarily associated with its rate of accumulation within confined areas near or in the ground, such as basements, where vapors can readily transfer to indoor air from the ground through foundation cracks or other pathways. Large, adequately ventilated rooms generally present limited risk for radon exposure. The radon concentrations in buildings and homes depend on many factors, including soil types, temperature, barometric pressure, and building construction (EPA, 1993).

Stantec reviewed regional data published by the EPA (<http://www.epa.gov/radon/zonemap.html>) on average indoor radon concentrations in the vicinity of the Property.

Zip Code 92239	Riverside County
<b>EPA Radon Zones (w/Average Measured Indoor Radon concentrations)</b>	
100% below 4 pCi/L	Zone 2 – moderate ( $\geq 2$ pCi/L and $\leq 4$ pCi/L); average first floor concentration 0.117 pCi/L
<b>Normally-occupied sub grade areas (i.e. basement apartments, offices, stores, etc.).</b>	
No subgrade areas are present or proposed at the Property.	

The property is located in Zone 2 and is considered to have only a moderate potential for radon. Stantec concludes that radon is unlikely to represent an environmental concern to the Property and recommends no further investigation regarding this issue.

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

NON-SCOPE CONSIDERATIONS

April 18, 2018

### 9.4 FLOOD ZONES

According to the Physical Setting summary portion of the EDR report, the Property is not located within a flood plain. Stantec also searched the FEMA flood plain map service at [www.msc.fema.gov](http://www.msc.fema.gov) and the Property is not located in a flood plain.

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

### REFERENCES

April 18, 2018

## 10.0 REFERENCES

Allstate Services Environmental, Inc (ASEI), 2005, Phase I Environmental Site Assessment, Vacant Property Located at Desert Center, APN# 811-170-007, 811-170-008, and 811-170-009, Desert Center, California, dated March 25.

California Department of Conservation Division of Mines and Geology (CDMG), 1963, Geologic Map of California: Needles Sheet.

California Department of Conservation Division of Mines and Geology (CDMG), 1986, Note 36 Geomorphic Provinces of California, May.

Environmental Data Resources, Inc. (EDR), EDR Radius Atlas with Geocheck, Inquiry Number 5224815.2s, dated March 21, 2018.

\_\_\_\_\_, EDR Radius Atlas with Geocheck, Inquiry Number 5224824.5s, dated March 21, 2018.

\_\_\_\_\_, Historical Topographic Map Report, Inquiry Number 5224815.4, dated March 20, 2018.

\_\_\_\_\_, Aerial Photo Decade Package (Georeferenced), Inquiry Number 5224815, dated March 26, 2018.

\_\_\_\_\_, City Directory Image Report, Inquiry Number 5224815.5, dated March 22, 2018.

### Website References

California Military Department, State Military Museums website:  
<http://www.militarymuseum.org>

Department of Toxic Substances Control, Envirostor website:  
<https://www.envirostor.dtsc.ca.gov/public/>

State Water Resources Control Board, GeoTracker website:  
<https://geotracker.waterboards.ca.gov/>

US EPA, Map of Radon Zones, Interactive Radon Map, website:  
<https://www.epa.gov/radon/epa-map-radon-zones>

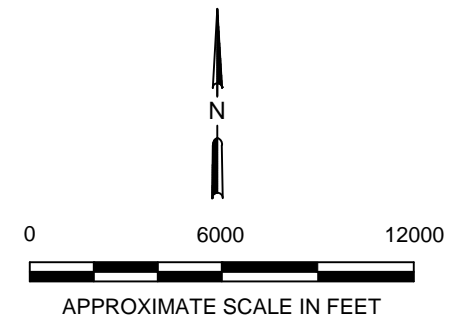
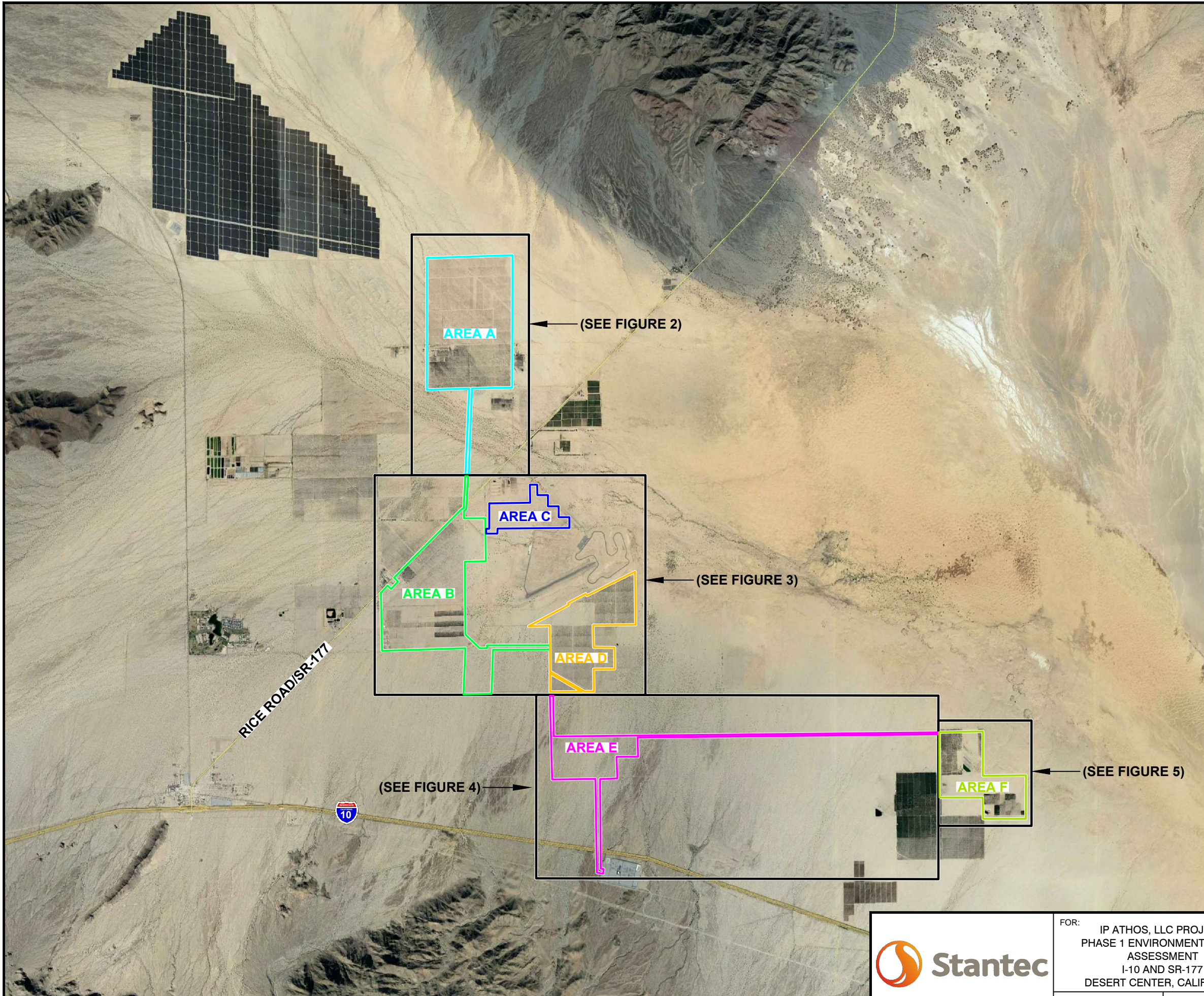
Division of Oil, Gas, and Geothermal Resources, Well Finder website:  
<http://www.conservation.ca.gov/dog/Pages/Wellfinder.aspx>



# PHASE I ENVIRONMENTAL SITE ASSESSMENT

FIGURES

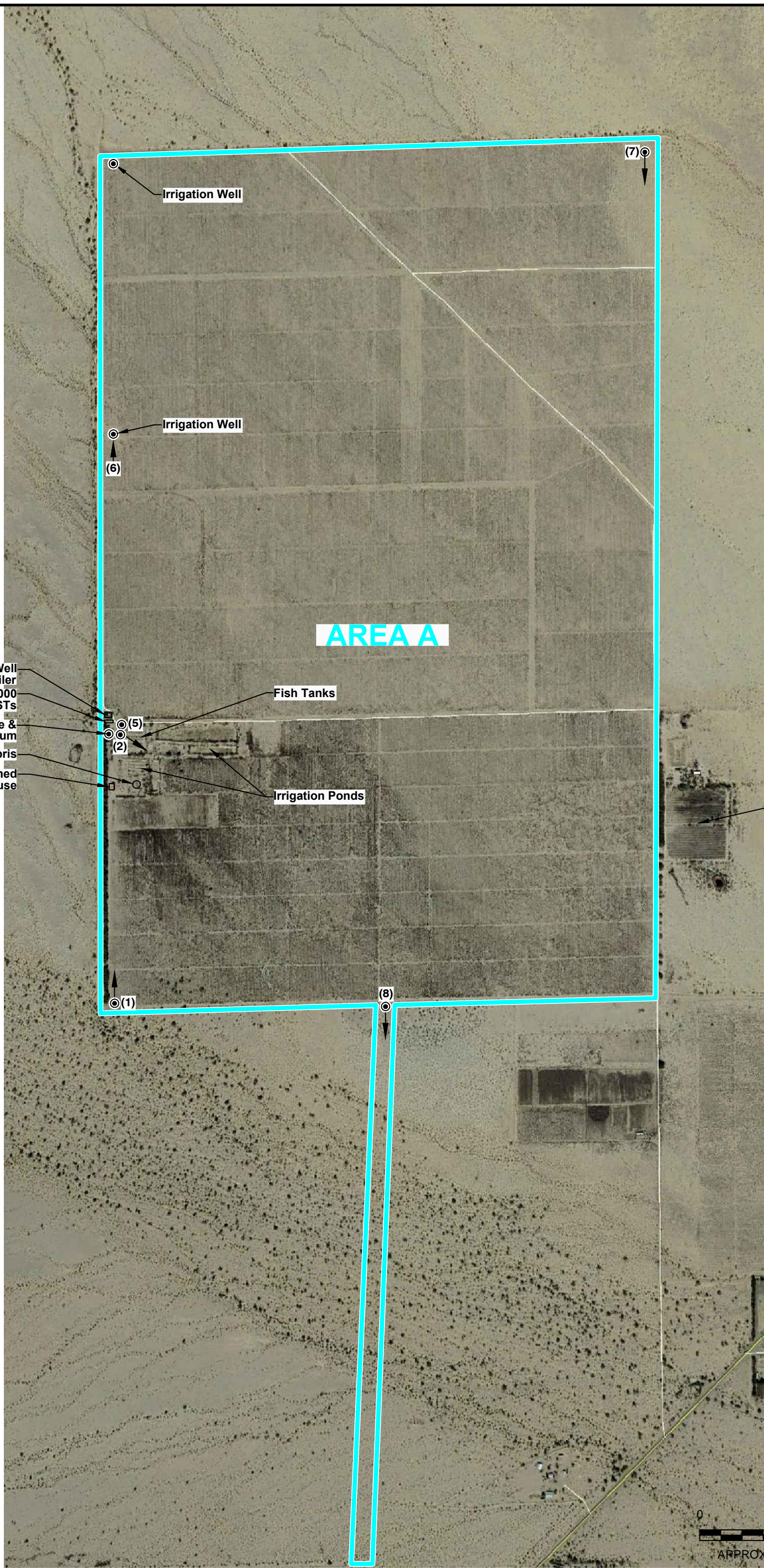
**Figures**



No warranty is made by Stantec Consulting Services Inc. as to the accuracy, reliability, or completeness of these data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed electronically, and may be updated without notification. Any reproduction may result in a loss of scale and/or information.

REFERENCE: GOOGLE EARTH PRO AERIAL IMAGE AND STANTEC FIELD NOTES.

	FOR: IP ATHOS, LLC PROJECT PHASE 1 ENVIRONMENTAL SITE ASSESSMENT I-10 AND SR-177 DESERT CENTER, CALIFORNIA		<b>PROPERTY VICINITY MAP,          AREAS A THROUGH F</b>		FIGURE: <b>1</b>
	JOB NUMBER: 185804152	DRAWN BY: STA	CHECKED BY: DM	APPROVED BY: KM	DATE: 04/09/18




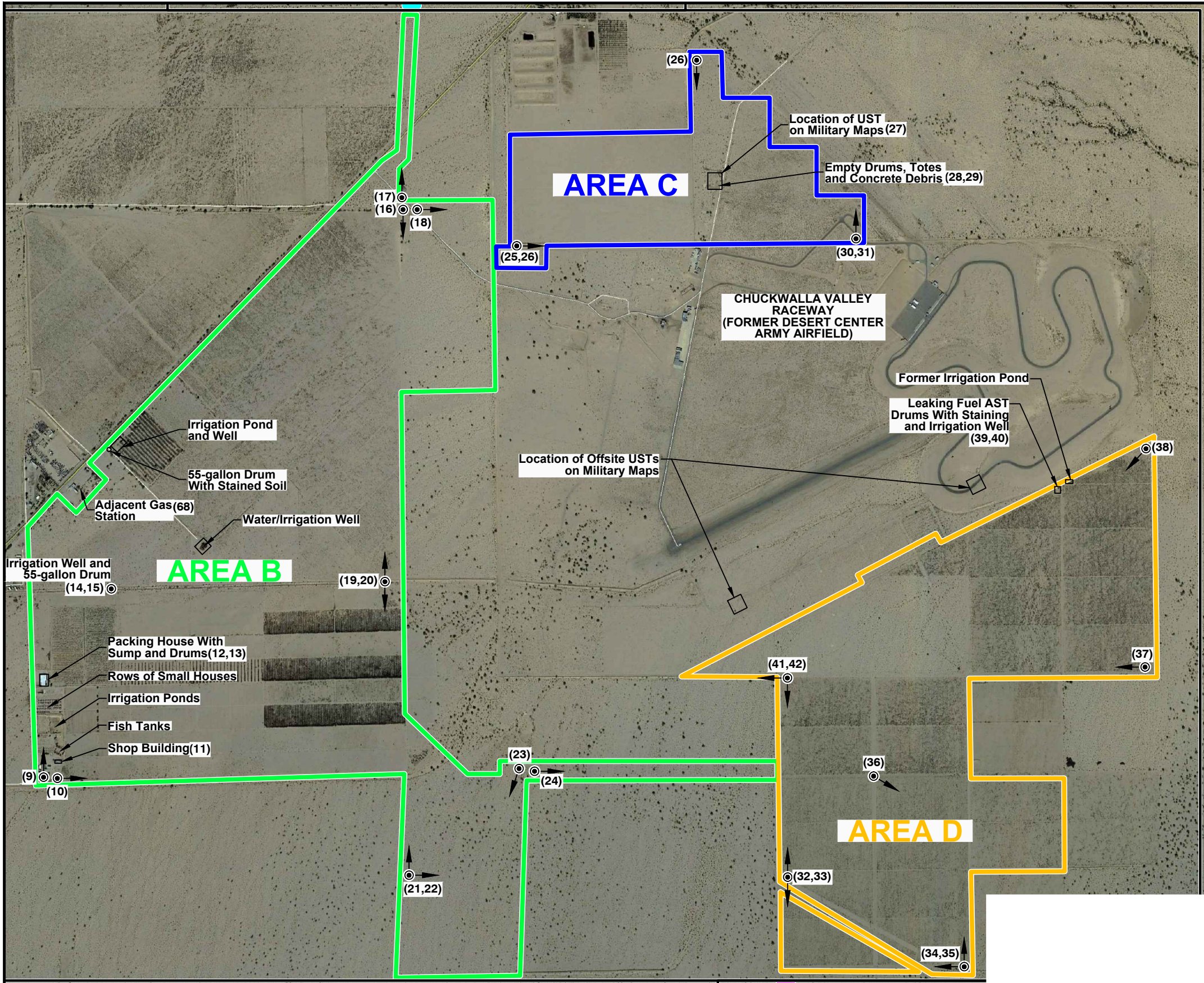
**LEGEND:**

- (1) PHOTOGRAPH NUMBER, APPENDIX A

REFERENCE: GOOGLE EARTH PRO AERIAL IMAGE AND STANTEC FIELD NOTES.

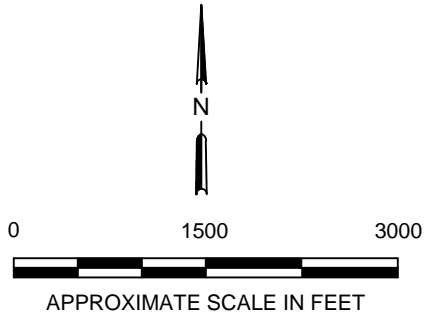
No warranty is made by Stantec Consulting Services Inc. as to the accuracy, reliability, or completeness of these data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed electronically, and may be updated without notification. Any reproduction may result in a loss of scale and or information.

	FOR: IP ATHOS, LLC PROJECT PHASE 1 ENVIRONMENTAL SITE ASSESSMENT I-10 AND SR-177 DESERT CENTER, CALIFORNIA			<b>PROPERTY MAP,          AREA A</b>		FIGURE: <b>2</b>
	JOB NUMBER: 185804152	DRAWN BY: STA	CHECKED BY: DM	APPROVED BY: KM	DATE: 04/09/18	



**LEGEND:**

(9) PHOTOGRAPH NUMBER, APPENDIX A



No warranty is made by Stantec Consulting Services Inc. as to the accuracy, reliability, or completeness of these data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed electronically, and may be updated without notification. Any reproduction may result in a loss of scale and/or information.

REFERENCE: GOOGLE EARTH PRO AERIAL IMAGE AND STANTEC FIELD NOTES.



FOR: IP ATHOS, LLC PROJECT  
 PHASE 1 ENVIRONMENTAL SITE  
 ASSESSMENT  
 I-10 AND SR-177  
 DESERT CENTER, CALIFORNIA

**PROPERTY MAP,  
 AREAS B THROUGH D**

FIGURE:  
**3**

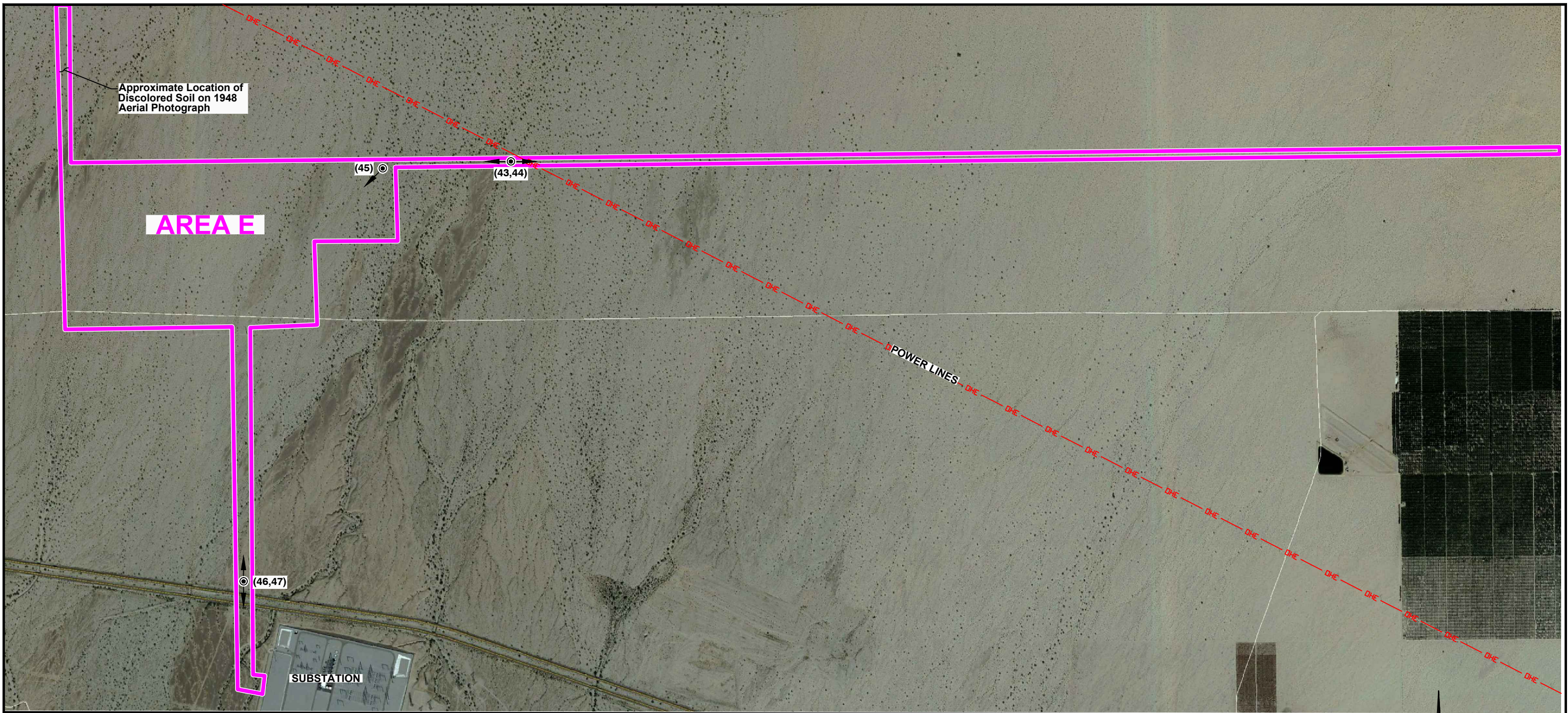
JOB NUMBER:  
 185804152

DRAWN BY:  
 STA

CHECKED BY:  
 DM

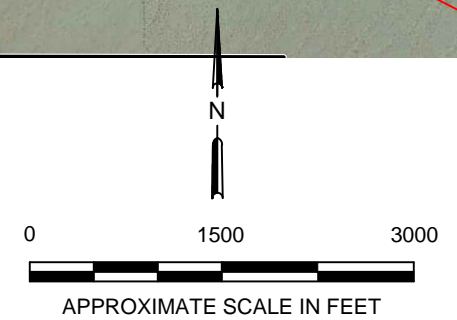
APPROVED BY:  
 KM

DATE:  
 04/09/18




**LEGEND:**

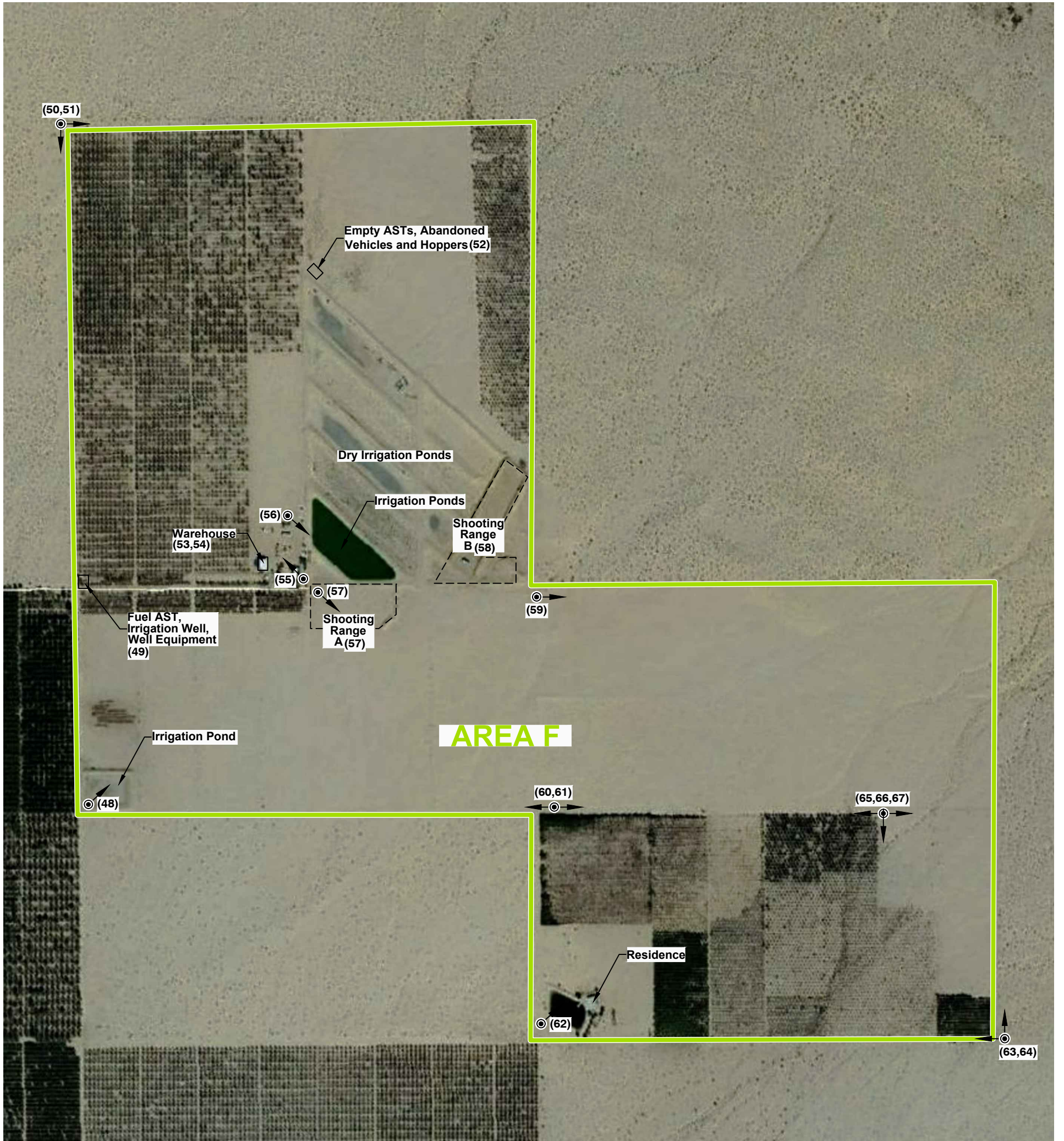
(45) PHOTOGRAPH NUMBER, APPENDIX A



No warranty is made by Stantec Consulting Services Inc. as to the accuracy, reliability, or completeness of these data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed electronically, and may be updated without notification. Any reproduction may result in a loss of scale and/or information.

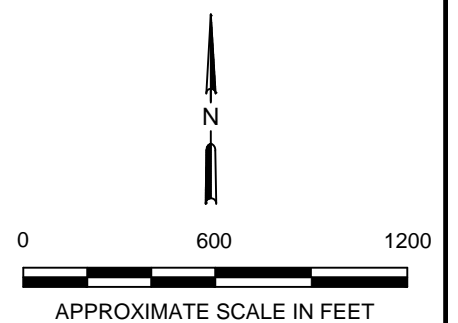
REFERENCE: GOOGLE EARTH PRO AERIAL IMAGE AND STANTEC FIELD NOTES.

	FOR: IP ATHOS, LLC PROJECT PHASE 1 ENVIRONMENTAL SITE ASSESSMENT I-10 AND SR-177 DESERT CENTER, CALIFORNIA		<b>PROPERTY MAP,          AREA E</b>		FIGURE: <b>4</b>
	JOB NUMBER: 185804152	DRAWN BY: STA	CHECKED BY: DM	APPROVED BY: KM	DATE: 04/09/18




**LEGEND:**

(49) PHOTOGRAPH NUMBER, APPENDIX A



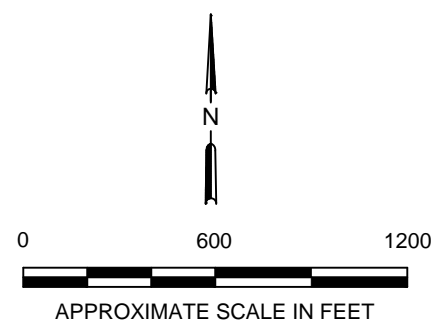
REFERENCE: GOOGLE EARTH PRO AERIAL IMAGE AND STANTEC FIELD NOTES.

No warranty is made by Stantec Consulting Services Inc. as to the accuracy, reliability, or completeness of these data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed electronically, and may be updated without notification. Any reproduction may result in a loss of scale and or information.


	FOR: IP ATHOS, LLC PROJECT PHASE 1 ENVIRONMENTAL SITE ASSESSMENT I-10 AND SR-177 DESERT CENTER, CALIFORNIA			<b>PROPERTY MAP,          AREA F</b>		FIGURE: <b>5</b>
	JOB NUMBER: 185804152	DRAWN BY: STA	CHECKED BY: DM	APPROVED BY: KM	DATE: 04/09/18	



**AREA F**



No warranty is made by Stantec Consulting Services Inc. as to the accuracy, reliability, or completeness of these data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed electronically, and may be updated without notification. Any reproduction may result in a loss of scale and or information.

	FOR: IP ATHOS, LLC PROJECT PHASE 1 ENVIRONMENTAL SITE ASSESSMENT I-10 AND SR-177 DESERT CENTER, CALIFORNIA			<b>AREA F</b>		FIGURE: <b>6</b>
	JOB NUMBER: 185804152	DRAWN BY: STA	CHECKED BY: DM	APPROVED BY: KM	DATE: 03/30/18	

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

Appendix A  
PHOTOGRAPHS OF THE PROPERTY AND VICINITY

## Appendix A PHOTOGRAPHS OF THE PROPERTY AND VICINITY



**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 1**



**AREA A:** Facing north at the southwest corner of Area A. Note the former agricultural rows to the right of the dirt road.

**Photograph No. 2**



**AREA A:** Concrete fish tanks in west-central portion of Area A.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 3**



**AREA A:** View of 55-gallon drum in the west-central portion of Area A.

**Photograph No. 4**



**AREA A:** View of greenhouse in the west-central portion of Area A.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 5**



**AREA A:** View of fuel ASTs in the west-central portion of Area A. They appeared to currently be unused.

**Photograph No. 6**



**AREA A:** View of irrigation well and removed casing in the northwest portion of Area A.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 7**



**AREA A:** Facing south from the northeast corner of Area A. The dirt road represents area of land to the right of the dirt road is part of the Property.

**Photograph No. 8**



**AREA A:** Facing south along the gen-tie line that connects Area A to Area B. Native desert land.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 9**



**AREA B:** Facing north at the southwest corner of Area B. Residential building at the right hand side of the photograph.

**Photograph No. 10**



**AREA B:** Facing east at the southwest corner of Area B.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 11**



**AREA B:** Apparent shop building in the southwest portion of Area B. No staining or subsurface structures were noted.

**Photograph No. 12**



**AREA B:** View of former packing house in the southwest portion of Area B.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 13**



**AREA B:** View of sump with 55-gallon drum storage.

**Photograph No. 14**



**AREA B:** View of irrigation well.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 15**



**AREA B:** Tipped over 55-gallon drum with dried oil near irrigation well shown in Photograph 15.

**Photograph No. 16**



**AREA B:** Facing south in north portion of Area B.



**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 17**



**AREA B:** Facing north toward the gen-tie line segment that connects to Area A (as shown in Photograph 8)

**Photograph No. 18**



**AREA B:** Facing east in the northern portion of Area B.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 19**



**AREA B:** Facing north along the east boundary of Area B.

**Photograph No. 20**



**AREA B:** Facing south/southeast along the eastern boundary of Area B. Note the abandoned residential building.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 21**



**AREA B:** Facing north in the southeast portion of Area B.

**Photograph No. 22**



**AREA B:** Facing east in the southeast portion of Area B.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 23**



**AREA B:** Facing southwest in the southeast portion of Area B.

**Photograph No. 24**



**AREA B:** Facing east along the proposed gen-tie line area that connects Area B to Area D.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 25**



**AREA C:** Facing east in the southwest portion of Area C.

**Photograph No. 26**



**AREA C:** Facing south in the north portion of Area C.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 27**



**AREA C:** Area of UST indicated on "Desert Center Army Airport" map from the 1940s.

**Photograph No. 28**



**AREA C:** Empty drums, totes, and other equipment in the northern portion of Area C.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 29**



**AREA C:** Concrete debris and asphalt piles in the northern portion of Area C.

**Photograph No. 30**



**AREA C:** Facing west at the southeast corner of Area C.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 31**



**AREA C:** Facing north at the southeast corner of Area C.

**Photograph No. 32**



**AREA D:** Facing south in the southwest portion of Area D.



**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 33**



**AREA D:** Facing north in the southwest portion of Area D.

**Photograph No. 34**



**AREA D:** Facing west at the southeast corner of Area D.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

<b>Client:</b> IP Athos, LLC	<b>Job Number:</b> 185804152
<b>Site Name:</b> IP Athos, LLC	<b>Location:</b> Desert Center, California
<b>Photographer:</b> Dion Monge	<b>Date:</b> March 27 and 28, 2018

**Photograph No. 35**



**AREA D:** Facing north at the southeast corner of Area D.

**Photograph No. 36**



**AREA D:** Facing southeast in the central portion of Area D.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 37**



**AREA D:** Facing west in the eastern portion of Area D.

**Photograph No. 38**



**AREA D:** Facing southwest at the northeast tip of Area D.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 39**



**AREA D:** View of 12,000-gallon fuel AST and 55-gallon drums with staining and odors near the northern boundary of Area D.

**Photograph No. 40**



**AREA D:** Irrigation well near the northern boundary of Area D.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 41**



**AREA D:** Facing south along the west boundary of Area D.

**Photograph No. 42**



**AREA D:** Facing west along the west boundary of Area D.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 43**



**AREA E:** Facing west along proposed gen-tie line that connects Area E to Area F.

**Photograph No. 44**



**AREA E:** Facing east along proposed gen-tie line that connects Area E to Area F.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 45**



**AREA E:** Facing southwest near the northwest corner of Area E.

**Photograph No. 46**



**AREA E:** Facing north along proposed gen-tie line that connects the Property to the sub-station south of I-10.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 47**



**AREA E:** Facing south along proposed gen-tie line that connects the Property to the sub-station south of I-10 (at the left-hand side of the photograph).

**Photograph No. 48**



**AREA F:** Facing northeast in the southwest portion of Area F. Dry irrigation pond in the foreground.



**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 49**



**AREA F:** Fuel AST with secondary containment, irrigation well, pumping, and filtration equipment.

**Photograph No. 50**



**AREA F:** Facing south at the northwest corner of Area F.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 51**



**AREA F:** Facing east at the northwest corner of Area F.

**Photograph No. 52**



**AREA F:** View of empty ASTs (red arrows), abandoned vehicles, and hoppers in the east/northeast portion of Area F.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 53**



**AREA F:** Warehouse building and exterior equipment storage area. No staining or evidence of a release was noted and the containers appeared empty.

**Photograph No. 54**



**AREA F:** Interior of warehouse building. No evidence of drains, subsurface structures, or maintenance areas were observed.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 55**



**AREA F:** Residence in the central portion of Area F.

**Photograph No. 56**



**AREA F:** View of generator shed north of the residence in the central portion of Area F. No staining or evidence of a release was observed.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 57**



**AREA F:** View of small shooting range (i.e Range A) in the central portion of Area F.

**Photograph No. 58**



**AREA F:** View of large shooting range (i.e Range B) in the central portion of Area F.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 59**



**Area F:** Facing east from the central portion of Area F.

**Photograph No. 60**



**Area F:** Facing east from the south-central portion of Area F.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 61**



**Area F:** Facing west from the south-central portion of Area F.

**Photograph No. 62**



**Area F:** Facing northeast at a former residence and pond that are in the southern portion of Area F.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 63**



**Area F:** Facing west at the southeast corner of Area F.

**Photograph No. 64**



**Area F:** Facing north at the southeast corner of Area F.



**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 65**



**Area F:** Facing south in the east/southeast portion of Area F.

**Photograph No. 66**



**Area F:** Facing east in the east/southeast portion of Area F.

**STANTEC CONSULTING SERVICES, INC  
PHOTOGRAPHIC RECORD**

**Client:** IP Athos, LLC

**Job Number:** 185804152

**Site Name:** IP Athos, LLC

**Location:** Desert Center, California

**Photographer:** Dion Monge

**Date:** March 27 and 28, 2018

**Photograph No. 67**



**Area F:** Facing west in the east/southeast portion of Area F.

**Photograph No. 68**



**Adjacent Land:** Former gasoline station along Rice Rd (SR-177) that is adjacent to the west of Area B.

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

Appendix B  
STANTEC RESUMES

**Appendix B**  
**STANTEC RESUMES**

Dion has extensive knowledge of underground storage tank investigations, Phase I and II environmental site assessment, groundwater monitoring and reporting, soil, soil vapor, and groundwater quality assessments, and testing for asbestos and lead based paint. His project experience is extensive and wide ranging and includes many types of soil, soil vapor, and groundwater assessment and monitoring for planned, existing, and former sites. Dion also has experience in testing fill soils placed on grading sites.

He has experience on redevelopment of former oil field sites that include submittal of construction site review plans, oil well mitigation (venting and casing alterations), abandonment of oil wells, and remedial investigations and remediation involving soil contamination.

Dion also has experience working with 1166 AQMD air monitoring on projects ranging from limited access dry cleaner excavations, solvent excavations, and petroleum excavations related to underground storage tank releases. Included in this type of monitoring is the assessment of a safe work environment for the contractors involved with this type of work.

He has considerable knowledge in asbestos and lead based paint sampling as a building inspector and lead sampling technician. Asbestos and lead based paint surveys have ranged from large office buildings to sampling highway bridges.

## EDUCATION

BS, Soil Science, California Polytechnic University, Pomona, Pomona, California, 2004

Health & Safety Certification (29 CFR 1910.120), 40-Hour OSHA Health & Safety Certification, Redlands, California, 2005

Health & Safety Annual Update Certification, 8-Hour OSHA, Redlands, California, 2009

First Aid/CPR, American Red Cross, Redlands, California, 2009

Certified Building Inspector, AHERA 8-Hour Refresher, Redlands, California, 2009

## PROJECT EXPERIENCE

### **Asbestos, Lead Based Paint, and Hazardous Material Management**

Haller Wash Bridge No. 54-0891R&L, San Bernardino County, California (Asbestos and Lead-Based Paint Sampling Assistant)

*Dion conducted asbestos and lead based paint survey on highway bridge. He assisted with planning field operations, measuring bridge dimensions, and collecting samples. Tasks included sample collection, bridge measurements, and documentation.*

### **Project Management Oversight**

Magnolia Plaza, Fountain Valley, California

*Dion is providing project management of soil, soil vapor, and quarterly groundwater sampling related to a solvent release at a former dry cleaning facility. Tasks include preparation of work plans for approval by the Regional Water Quality Control Board and oversight of field sampling, including lithologic logging, for soil and soil vapor investigations performed within a multi-tenant strip center. Additional tasks include preparation of investigative reports and quarterly groundwater monitoring reports. The site remains an open case and preparation of a work plan to use electrical resistive heating ("ERH") will be prepared in the coming weeks.*

# Dion Monge

Project Scientist

---

## Former Superb Dry Cleaners, Anaheim, California

*Dion performed field oversight, direction, and confirmation soil sampling of a limited access excavation within a former dry cleaner unit. Post excavation field activities included application of a barrier type floor sealant along with post excavation indoor air sampling. Remedial work led to regulatory closure being granted from the local agency.*

### Site Assessment

#### I-15/I-215 Interchange Improvements, San Bernardino County, California (Sampling Technician)

*Dion helped conduct site investigations and surveys for potentially hazardous materials. His efforts supported Caltrans' plans to improve and widen the existing freeway lanes, entrance and exit ramps, and vehicle and railroad bridges along a 6-mile stretch of the I-15 and I-215 freeways in the Devore area of San Bernardino County. Dion's efforts included Environmental Evaluation of Recognized Environmental Concerns identified in ISAs*

#### Highway 138 Environmental Investigations, San Bernardino County, California (Field Assessment and Reporting)

*Dion helped complete hazardous material site investigations on five bridges along State Highway 138 along a 20-mile segment through portions of Los Angeles and San Bernardino Counties, California. The investigation was conducted in accordance with Caltrans protocols and was compliant with EPA's all appropriate inquiries guidance and ASTM Standard Practice E1527. He performed site reconnaissance, conducted regulatory and agency field reviews, and reviewed environmental databases and historical fire insurance, telephone directories, aerial photographs, topographic maps, and other environmental records for properties within one half mile of the proposed 20-mile segment of Highway 138. Dion compiled an report summarizing findings and identifying recognized environmental conditions.*

## Proposed Friends Christian High School, Yorba

### Linda, California

*Dion prepared preliminary site assessment (PSA) report for future private school site to identify recognized environmental conditions ("RECs") related to past property usage as an oil field with 21 oil wells abandoned prior to 1990. Completion of the PSA led to his management of the project through site closure. Field investigations and reporting by Dion included Phase II investigations, methane survey, oil well leak testing and venting, backfill and compaction (including soils testing), DOGGR Construction Site Review, and excavation and onsite management of more than 5,000 cubic yards of petroleum impacted soils.*

## SR-58 Widening, San Bernardino County, California

*Dion performed Initial Site Assessment (ISA) for Caltran at Kramer Junction for the proposed widening of State Route 58. The ISA was performed in accordance with guidelines promulgated by the American Society for Testing and Materials (ASTM) and included historical research and coordination of permit/file reviews with local building/planning departments and environmental agencies. Dion's role included the field visit, observation documentation, agency reviews, and reporting.*

### Soil Sampling

#### Caltrans I-15, Task Order 28, Hesperia, California

*Dion conducted a soil investigation for metals analysis alongside I-15 for disposal recommendations during construction of mortar-lined channels at several locations. He assisted with planning field operations and collected soil samples. Tasks included sample collection, preservation, and documentation.*

\* denotes projects completed with other firms

Ms. Perez has more than 10 years of professional experience in the environmental and geotechnical engineering fields as both a geologist and a project manager. She serves as office health and safety coordinator for Stantec's Redlands, California, office—providing overall health and safety direction to the project managers and field staff as they implement assignments associated with CVOC; SVOC; and metal impacts to soil, groundwater, and/or air. Ms. Perez has extensive experience in the installation and logging of monitoring wells, soil borings, and groundwater sampling. She has also been involved in the development of remedial investigation plans, health and safety plans, and corrective action plans. Ms. Perez is also the project manager on several underground storage tank (UST) sites, chlorinated solvent release sites, and wastewater sampling sites.

## EDUCATION

MS, Geology, University of California, Riverside,  
Riverside, California, 2003

BS, Geology, University of California, Riverside,  
Riverside, California, 2000

## MEMBERSHIPS

Earth Science Department Fellowship, University of  
California, Riverside

Member, Golden Key International Honour Society

## PROJECT EXPERIENCE

### Education

Project Unknown\* (Teaching Assistant)

*Ms. Perez's duties included conducting class/field instruction during the chairman of the Geology Department's absence, instructing students on the methods of measuring sedimentary sections in the field, and assisting students with their final field mapping projects.*

Natural Hazards and Disasters\* (Teaching Assistant)

*Ms. Perez's duties included independently conducting four one-hour weekly discussion sessions, grading weekly homework assignments and midterms, holding office hours to assist students with lecture concepts/homework/exam preparation, and maintaining extensive grade reports (Excel).*

Advanced Petrogenesis\* (Teaching Assistant)

*Ms. Perez's duties included assisting the professor and students on weekly field trips, obtaining journals/maps relevant to the lecture topic, assisting in writing and correcting exams, and assisting students with their project reports.*

Igneous Petrology\* (Teaching Assistant)

*Ms. Perez's duties included assisting with lecture preparation, administering the laboratory section of the course (80 percent dealt with mineral identification using microscopes, 20 percent dealt with hand sample identification), writing the laboratory exams, grading the lab exams and twice-weekly exercises, and assisting the professor and students on field trips.*

### Environmental Assessments

Environmental Site Assessments, Various Locations,  
California

*Ms. Perez performed Phase I, Phase II, and Additional Environmental Site Assessments on properties ranging from residential sites to former military parts manufacturing facilities in California. Tasks performed included subsurface soil investigations with direct push geoprobe drill rigs, soil classification, sample collections, and documentation.*

### Geologic Mapping

Southern California Area Mapping Project  
(SCAMP)\* (Undergraduate Student Employee)

*Ms. Perez assisted on the Southern California Area Mapping Project (SCAMP), utilizing GIS and ARC/INFO for map digitization.*

Southern California Area Mapping Project  
(SCAMP)\* (Graduate Student Employee)

*Ms. Perez's duties included construction of map description and correlation for Open-file/DMG/USGS projects utilizing Adobe Illustrator; digitizing with GIS and ARC/INFO; and assisting the USGS supervisor with specific research projects which included Excel flowchart presentations (rock type flowcharts), soil data map integration with geologic maps, aerial photo reviews (recent landslides), and sample collection for Helium-3 absolute age dating research.*

\* denotes projects completed with other firms

# Anne E. Perez

Geologic Associate

---

## Geologic Studies

### Multiple Projects\* (Geologist)

*Ms. Perez's field duties included drilling oversight (hollow stem auger, direct push, AirVac); borehole logging and soil sampling; groundwater monitoring, well installation, development, gauging, and sample collecting; seismic survey oversight; and oversight on the installation of an ozone system.*

### Multiple Projects\* (Geologist)

*Ms. Perez's duties included report writing/preparation (work plans, investigation, reports, letter reports, data summary reports, health and safety plans); preparing and gathering report supporting documents (figures/tables); data collection/research/evaluation; groundwater/plume contouring; constructed geologic and hydrogeologic cross-sections; managing refinery remediation file database (Excel); aerial photo review/interpretation; and QA/QC reports/figures/tables.*

## Geotechnical Engineering

### Project Unknown\* (Summer Intern for Senior County Engineering Geologist)

*Ms. Perez's duties included filing, geotechnical documents, reading and commenting on geotechnical/EIR reports, meeting with clients, updating county maps to note known faults and liquefaction concerns, attending planning commission meetings, and assisting a geotechnical firm with trench cleaning/logging (trench dimensions: 300 feet long, 25 feet wide, and 15 feet deep).*

### Multiple Projects\* (Junior Engineering Geologist)

*Working directly with the senior County engineering geologist, Ms. Perez reviewed and commented on geotechnical/soils/EIR/mining/mining reclamation reports and maps; verified slopes on grading, provided aerial photo analysis/interpretation, interacted with clients (both in the office and out in the field) regarding job site status, updated county maps to note location of faults and liquefaction concerns, attended planning commission meetings, logged boreholes during groundwater monitoring well installations at waste/dump sites (assisted the Water Department), updated clients and the public with regard to the status of their projects/property, and handled the requests/questions of visitors to the county office (retrieved maps/file information and project information).*

### Multiple Projects\* (Junior Engineering Geologist)

*Working directly with the senior county engineering geologist, Ms. Perez reviewed and commented on geotechnical/soils/EIR/mining/mining reclamation reports and maps, verified slopes on grading plans, provided aerial photo analysis/interpretation, interacted with clients (in office and field) regarding job site status, updated county maps to note location of faults and liquefaction concerns, attended planning commission meetings, and logged boreholes during groundwater monitoring well installations at waste/dump sites (assisted the Water Department).*

## Research / Laboratories

### Project Unknown\* (Research Assistant)

*Ms. Perez analyzed and described approximately 100 thin sections in support of paleontology research (led by Dr. Mary Droser, graduate advisor for the Department of Geology).*

### Multiple Projects\* (Research Assistant)

*Ms. Perez worked with such chemicals as HCL, HF, HNO, and Perchloric Acid in the rock dissolution and quartz purification processes.*

### Project Unknown\* (Research Assistant)

*Ms. Perez collected and processed rock samples for cosmogenic radionuclide surface exposure age dating, using the chemistry lab facilities at Lawrence Livermore National Laboratory.*

## Retail

### Chevron Litigation Case, California

*Ms. Perez assisted the expert witness with the collection of data relevant to the case. Tasks included extensive file reviews, meetings with the attorneys involved with the case, generation of file and cost information databases, and attendance and assistance at the mediation.*

## Roadways

### I-15 Widening, San Bernardino County, California (Site Assessment)

*Anne conducted site investigations and surveys for potentially hazardous materials. Her efforts supported Caltrans' plans to widen I-15 from Baker to Mountain Pass. Her efforts included aerially deposited lead surveys; Site Investigations to evaluate environmental concerns related to railroad property; and Asbestos Containing Materials surveys; and Lead-Based Paint surveys.*

\* denotes projects completed with other firms

# Anne E. Perez

Geologic Associate

---

## I-215 Bi-county HOV Gap Closure, Riverside and San Bernardino County, California (Site Assessment)

*Anne conducted site investigations and surveys for potentially hazardous materials. Her efforts supported Caltrans' plans to widen I-215 in the median and outside shoulders on the northbound and southbound shoulders of a 7.3-mile segment through Riverside, Colton, and San Bernardino. Anne's efforts included aerially deposited lead surveys; Site Investigations to evaluate environmental concerns related to railroad property; and Asbestos Containing Materials surveys; and Lead-Based Paint surveys on 13 bridges.*

## I-15/I-215 Interchange Improvement, Devore, California (Site Assessment)

*Anne helped conduct site investigations and surveys for potentially hazardous materials. Her efforts supported Caltrans' plans to improve and widen the existing freeway lanes, entrance and exit ramps, and vehicle and railroad bridges along a 6-mile stretch of the I-15 and I-215 freeways. Anne's efforts included environmental evaluation of recognized environmental concerns identified in ISAs.*

## I-10/Tippecanoe Avenue Interchange Improvements, San Bernardino, California (Site Assessment)

*Anne helped conduct site assessments, site investigations, and surveys for potentially hazardous materials to support SANBAG/Caltrans' plans to realign freeway access routes and widen Tippecanoe Avenue in San Bernardino. Work included aerially deposited lead surveys; Site Investigations on five existing and former gasoline service stations, an ISA Addendum, remedial feasibility studies, human health risk evaluations, and remedial actions by soil vapor extraction and site closure.*

## Caltrans District 8, San Bernardino, California (Task Manager)

*Ms. Perez was responsible for the preparation of proposals, work plans, reports, staff scheduling, invoicing, site visits, correspondence with the District 8 office, amendment requests, monthly task progress reports, monthly invoicing/budget progress reports, and all task order management duties for each project.*

\* denotes projects completed with other firms



Kyle has more than 35 years of professional experience—25 of those years with Stantec—providing geotechnical and environmental consulting. During the course of his experience, he has been involved with a wide variety of geological and engineering projects. He has been in direct charge of quality control/quality assurance (QA/QC) work for Stantec and previous firms for geological, engineering geological, and environmental services primarily in California. Additionally, Kyle has been a primary contact for Stantec with many different clients (including multi-party actions) and regulatory bodies involving contracting, workplan approvals, site assessments and closures, permitting, remedial action, and litigation support. With regard to litigation services, Kyle has extensive experience providing expert witness testimony, second-party review, and litigation support and analysis.

Kyle's extensive experience includes assessment and remediation of property-specific and regional issues involving soil and groundwater contaminated with petroleum hydrocarbons, chlorinated solvents, heavy metals, pesticides, and PCBs.

He currently serves as the managing principal geologist in Stantec's Redlands, California office.

## EDUCATION

Engineering Geology/Hydrogeology, California State University, Los Angeles, California, 1984

AS, General Science, Crafton Hills College, Yucaipa, California, 1975

BS, Geological Sciences, California State University, Long Beach, California, 1982

## REGISTRATIONS

Certified Engineering Geologist #1271, State of California

Professional Geologist #4066, State of California

## PROJECT EXPERIENCE

### Bioremediation

Excavation and Treatment of Petroleum-Contaminated Soil

*Kyle designed the excavation and treatment of 45,000 cubic yards of petroleum-contaminated soil. Soil treatment included utilizing vapor extraction, combined with bioremediation.*

### Chemicals & Polymers

Two Former Chemical Plants, Environmental Site Assessments and Remediation, Vernon, California  
*Mr. Emerson was part of the team for conducting Phase I and Phase II Environmental Site Assessments (ESA) and developing remedial action plans for two former chemical plant sites with 80-year industrial histories. Phase I ESAs used historical files, maps, aerial photographs, available documents, and data from public agencies and historical directories for identifying recognized environmental concerns. Extensive Phase II ESA survey activities aided in identifying below-grade structures such as vaults/USTs, as well as assessing the extent of influence and nature of the contamination. These investigations confirmed the presence of heavy metals, petroleum hydrocarbons, volatile organic compounds, polychlorinated biphenyls, radioactive materials, semi-volatile organic compounds, and polycyclic aromatic compounds in the soils for these sites. Specific areas of concern included former settling ponds, a bone yard, maintenance areas, transformer and substations, wastewater treatment facilities, and above-ground storage tank farms. A conceptual mode was developed for use in a health risk assessment and developed risk-based corrective actions to address potential health and environmental concerns. He assisted with the development and implementation of a remedial action plan, combined administrative controls, engineering controls, and active remediation; this resulted in the cost-effective return of one site to active use, and is reducing health risks to occupants and the public at the second site.*

# Kyle D. Emerson PG, CEG

Managing Principal Geologist

---

## CONFIDENTIAL: Aerospace Adhesives and Coatings Plant, Glendale, California

*Mr. Emerson was part of the team that conducted feasibility studies to evaluate remedial alternatives for remediation of chlorinated VOCs, 1,4 dioxane, and hexavalent chromium (CrVI) in soil, soil vapor, and groundwater. Feasibility studies included groundwater pump testing, benchscale column testing to evaluate in situ alternatives for reducing CrVI to the less mobile CrIII valence state, soil vapor extraction, capping, and excavation. Field pilot studies were performed to evaluate the efficiency of various CrVI reductants including the use of ferrous sulfate, calcium polysulfide, emulsified oil, and fructose. Extensive multi-depth soil vapor testing was conducted to evaluate the distribution of VOCs in the subsurface and to support vapor intrusion risk assessment. Feasibility studies were completed in 2008. Remedial actions are expected to be completed in 2011.*

## Condition Assessments

### Assessment and Mitigation of Manufacturing Facility

*Kyle managed the assessment and mitigation of an ammunition manufacturing facility covering 1,100 acres in a complex geologic environment. The contaminants involved red and white phosphorous, TNT, chlorinated solvents, solid wastes, and live ordinance.*

### Soil Contamination Assessment Supervision and Management

*Kyle managed and supervised soil contamination assessment and in-situ remediation of heavy metals involving chromium, cadmium, nickel and zinc by chemical fixation to depths in excess of 40 feet below ground surface beneath existing structures within several manufacturing facilities.*

### Litigation Support and Expert Testimony

*Kyle provided litigation support and expert testimony on more than 20 separate projects involving service stations, chlorinated solvent cases, heavy metal, and semi-volatile releases.*

## Corporate / Office

### CT Realty Environmental Remediation of Former Dry Cleaners, El Centro, California

*Mr. Emerson was responsible for assessments and remediation at this former dry cleaners which released the dry cleaning chemical tetrachloroethene (PCE) to the ground and underlying groundwater. The work included initial site assessment, agency interaction and negotiations with the California Regional Water Quality Control Board (CRWQCB), and Colorado Basin Region human health risk assessment (HHRA), design and implementation of remedial investigations, feasibility studies, remedial action plans, and implementation of remediation in mitigating chlorinated solvent contamination in vadose and saturated zones at concentrations indicative of DNAPL. The results of the completed remediation, as well as continued confirmation sampling and monitoring, allowed the CRWQCB to issue site closure in 2008. The site has since been redeveloped into a new commercial development.*

## Environmental Assessments

### Siting Studies

*Kyle performed initial siting studies for potential Class I, II, and III landfills. The project included detailed geologic mapping, hydrogeological studies, and permeability studies of caps and liners.*

## Environmental Site Remediation

### Assessment and Remedial Design, California (Project Supervisor)

*Kyle supervised the assessment and remedial design of a system to eliminate salt brine contamination in shallow perched water horizons in the Yucaipa, San Bernardino, and Riverside areas of southern California.*

### Design and Installation of Recovery Systems\*

*Kyle designed and installed numerous free-product recovery systems that successfully recovered product. One of the sites contained product up to 11-feet thick covering more than three city blocks. The dissolved phase had affected a multi-aquifer system and a public drinking water system.*

### Geophysical Characterizations\*

*Kyle performed and supervised numerous geophysical characterizations to determine the extent of old landfills. He provided classification studies, landfill gas monitoring, removal verification during grading, methane collection and mitigation plans, permitting, and closure plans.*

\* denotes projects completed with other firms

# Kyle D. Emerson PG, CEG

Managing Principal Geologist

---

## Domestic Landfill Development\*

*Kyle designed and supervised the dynamic consolidation of a domestic landfill for development. He used this process to minimize expected settlement to overlying structures. Kyle designed commercial developments on closed landfills that involved complex methane collection and monitoring systems and building settlement controls.*

## Clay Borrow Site Studies

*Kyle performed more than 10 separate clay borrow site studies for determining sources of material to cap landfills; ranged from a 20-acre dry lakebed to a 450-acre parcel in complex folded marine sediments.*

## Assessment, Clean Up, and Regulatory Support Management, Santa, Monica (Project Manager)

*Kyle managed the assessment, clean up, and complex regulatory support of a PRP site in an MTBE case (Charnock subbasin). His work involved more than 20 environmental professionals working full time for two years to complete the assessment and clean up mandated by the regulatory agencies.*

## Hazardous Waste

### San Gabriel Valley Superfund Site, Remediation & Closure of Multiple Source Areas, Industry, California

*Mr. Emerson performed feasibility studies to evaluate appropriate and relevant remedial alternatives to mitigate constituents of concern in five AOCs contaminated with chlorinated hydrocarbons, heavy metals, petroleum fuel, and cutting oils. Ultimately, a combination of remedial alternatives was implemented that included large-diameter auger excavation to 45 feet to minimize impacts on facility operations, vapor extraction, vapor intrusion risk assessment, deed restriction, and monitored natural attenuation. At the completion of remedial actions, confirmation soil, soil vapor, and groundwater sampling were conducted and followed with risk assessment to demonstrate that remedial objectives had been achieved. No further action was recently granted by the US EPA and Los Angeles Regional Water Quality Control Board.*

## Mixed-Use

### Port of San Diego Rohr Facility, Chula Vista, California

*Mr. Emerson assisted in a detailed subsurface assessment of the Rohr facility. The intent of the assessment was to evaluate the 40-acre former aircraft part manufacturing facility for acquisition by the Port of San Diego for redevelopment into a business park and entertainment complex. The assessment identified the presence of soil, soil vapor, and groundwater impacts by petroleum hydrocarbons, VOCs, heavy metals, PCBs, and semi-volatile organic compounds. He utilized many sampling techniques to assess the limits and concentrations of contaminants in the subsurface. Ultimately, the team was able to develop a cost estimate for potential remedial action cost associated to corrective action to allow redevelopment.*

### Master Planned Commercial/Residential Redevelopment Project, Whittier, California (Project Manager)

*Kyle oversaw the assessment of 26 contiguous properties that are part of a 21-acre master planned commercial/residential redevelopment project. The properties included industrial facilities, platting lines, fuel USTs, and metal processing plants, among others. The estimated cleanup costs are approximately \$2 million.*

## Multi-Unit / Family Residential

### Residential Development Assessment, Ventura, California (Project Director)

*Kyle directed an assessment of a 40-acre former agricultural property proposed for residential development. Pesticides were identified above hazardous waste levels and preliminary remediation goals established by the U.S. Environmental Protection Agency. Through corrective grading methods and onsite placement of the pesticide impacted soils, all material were re-used on site without offsite disposal. The over all cost savings for the client was more than \$1 million. Total cost was less than \$250,000 for all necessary activities.*

## Oil & Gas

### Oil Field Site Assessments\*

*Kyle performed site assessments at oil field leases involving refineries, bulk storage areas, piping systems and wellhead, and drilling mud pit contamination.*

\* denotes projects completed with other firms

# Kyle D. Emerson PG, CEG

Managing Principal Geologist

---

## Environmental Protection Agency Superfund Action, Culver City, California (Project Manager)

*Kyle served as the project manager representing a major oil company in the assessment, remedial action, and litigation support in a multi-party contamination case affecting a City water supply. The assessment involved more than 250 continuous core borings up to 100 feet, as well as extensive remedial actions. The total cost for all related activities was \$22 million. The case is settled and the closure of the site is pending.*

## Project Management

### Liability and Property Management Consulting Services

*Kyle is providing liability and property management consulting services to more than 10 medium to large property development firms in the US. His work involves property transaction assessments, contract review, acquisition guideline development, liability management evaluation, insurance acquisition, and strategic planning.*

## Residential Development

### Environmental Development Management and Review (Project Manager)

*Kyle manages and reviews environmental development issues for a large residential developer specializing in development of contaminated industrial properties by providing innovative solutions in developing contaminated properties for residential use through risk assessment, engineering, and administrative and property development controls.*

## Site Management and Remediation

### Design and Implementation of Biodegradation Programs\*, California

*Kyle designed and implemented one of the first in-situ biodegradation programs in California; it involved 50,000 cubic yards of diesel-contaminated soils, and groundwater to depths of 70 feet below ground surface.*

## Soil and Groundwater Remediation Systems

### Soil and Groundwater Contamination Assessments and Mitigation\*, California (Project Manager)

*Kyle managed numerous chlorinated solvent soil and groundwater contamination assessments and mitigation programs in southern California. The projects involved releases that impacted soil and groundwater to depth of groundwater more than 700 feet in multi-aquifer systems. One case involved with plume dimensions more than 1 mile from the source affecting residential properties.*

### Soil and Groundwater Assessment and Remediation Programs\*

*Implemented hundreds of soil and groundwater assessment and remediation programs at various service station facilities in Southern and Northern California, and Nevada. Work involved assessment, remedial design, installation, maintenance and monitoring. Closure has been received on a majority of these sites.*

### Assessment and Remediation Management\*

*Kyle managed the assessment and remediation of soil and groundwater manufacturing at dry cleaning facilities contaminated with chlorinated solvents.*

## Warehouse / Light Industrial

### Glendale Redevelopment Project, Glendale, California (Project Manager)

*Kyle managed the assessment and remedial actions during the redevelopment of an industrial property. The project involved the demolition of a historic manufacturing facility and a commercial dry cleaner. Each of these facilities were associated with releases of solvents and petroleum hydrocarbons. Remedial actions involved excavation by pattern drilling and off site disposal along with removal of former USTs. The total cost of remediation and assessment was \$450,000.00.*

\* denotes projects completed with other firms

## Kyle D. Emerson PG, CEG

Managing Principal Geologist

---

### Compton Redevelopment Project, Compton, California (Project Manager)

*Kyle is serving as project manager for the assessment and remedial actions for a large redevelopment project. The project involves the redevelopment of a historic manufacturing facility and a former dry cleaner. Each of these facilities were associated with releases of solvents and petroleum hydrocarbons. The industrial facility was also associated with significant volumes of buried waste that required removal and disposal. These wastes also included the chemical referenced above, as well as PCBs and heavy metals. Remediation has included excavation, vapor extraction, and chemical fixation. The total cost of this project has been \$2.8 million to date.*

Kyle D. Emerson PG, CEG

Managing Principal Geologist

---

## PUBLICATIONS

In-Situ Bioremediation of an Underground Diesel Fuel Spill: A Case Study. *Environmental Management*, 1989.

## **PHASE I ENVIRONMENTAL SITE ASSESSMENT**

Appendix C  
ENVIRONMENTAL AGENCY DATABASE SEARCH REPORT

## **Appendix C ENVIRONMENTAL AGENCY DATABASE SEARCH REPORT**

**Aragorn-Athos Project**

Riverside County

Desert Center, CA 92239

Inquiry Number: 5224815.2s

March 19, 2018

**The EDR Radius Atlas™ with GeoCheck®**



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)



# TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Executive Summary .....	ES1
Overview Map .....	2
Details Maps .....	3
Map Findings Summary .....	28
Map Findings .....	32
Orphan Summary .....	48
Government Records Searched/Data Currency Tracking .....	GR-1
 <b><u>GEOCHECK ADDENDUM</u></b>	
Physical Setting Source Addendum .....	A-1
Physical Setting Source Summary .....	A-2
Physical Setting Source Map .....	A-7
Physical Setting Source Map Findings .....	A-8
Physical Setting Source Records Searched .....	PSGR-1

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

#### Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2018 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

## EXECUTIVE SUMMARY

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 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

### TARGET PROPERTY INFORMATION

#### ADDRESS

RIVERSIDE COUNTY  
DESERT CENTER, CA 92239

#### COORDINATES

Latitude (North): 33.7638360 - 33° 45' 49.80"  
Longitude (West): 115.3431530 - 115° 20' 35.35"  
Universal Transverse Mercator: Zone 11  
UTM X (Meters): 653440.0  
UTM Y (Meters): 3737010.5  
Elevation: 560 ft. above sea level

### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	5640284 EAST OF VICTORY PASS, CA
Version Date:	2012
South Map:	5640274 CORN SPRING, CA
Version Date:	2012
Southwest Map:	5641072 DESERT CENTER, CA
Version Date:	2012
Northwest Map:	5639800 VICTORY PASS, CA
Version Date:	2012

### 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

## EXECUTIVE SUMMARY

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***

FEDERAL FACILITY..... Federal Facility Site Information listing  
SEMS..... Superfund Enterprise Management System

### ***Federal CERCLIS NFRAP site list***

SEMS-ARCHIVE..... Superfund Enterprise Management System Archive

### ***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-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

### ***Federal institutional controls / engineering controls registries***

LUCIS..... Land Use Control Information System  
US ENG CONTROLS..... Engineering Controls Sites List  
US INST CONTROL..... Sites with Institutional Controls

### ***Federal ERNS list***

ERNS..... Emergency Response Notification System

### ***State- and tribal - equivalent NPL***

RESPONSE..... State Response Sites

### ***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  
INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land  
SLIC..... Statewide SLIC Cases

### ***State and tribal registered storage tank lists***

FEMA UST..... Underground Storage Tank Listing

## EXECUTIVE SUMMARY

INDIAN UST..... Underground Storage Tanks on Indian Land

### **State and tribal voluntary cleanup sites**

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

### **State and tribal Brownfields sites**

BROWNFIELDS..... Considered Brownfields Sites Listing

### **ADDITIONAL ENVIRONMENTAL RECORDS**

#### **Local Brownfield lists**

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

#### **Local Lists of Landfill / Solid Waste Disposal Sites**

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  
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations  
ODI..... Open Dump Inventory  
IHS OPEN DUMPS..... Open Dumps on Indian Land

#### **Local Lists of Hazardous waste / Contaminated Sites**

US HIST CDL..... Delisted National Clandestine Laboratory Register  
HIST Cal-Sites..... Historical Calsites Database  
SCH..... School Property Evaluation Program  
CDL..... Clandestine Drug Labs  
Toxic Pits..... Toxic Pits Cleanup Act Sites  
US CDL..... National Clandestine Laboratory Register

#### **Local Lists of Registered Storage Tanks**

SWEEPS UST..... SWEEPS UST Listing  
CA FID UST..... Facility Inventory Database

#### **Local Land Records**

LIENS..... Environmental Liens Listing  
LIENS 2..... CERCLA Lien Information  
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  
SPILLS 90..... SPILLS 90 data from FirstSearch

#### **Other Ascertainable Records**

RCRA NonGen / NLR..... RCRA - Non Generators / No Longer Regulated

## EXECUTIVE SUMMARY

DOD.....	Department of Defense Sites
SCRD DRYCLEANERS.....	State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR.....	Financial Assurance Information
EPA WATCH LIST.....	EPA WATCH LIST
2020 COR ACTION.....	2020 Corrective Action Program List
TSCA.....	Toxic Substances Control Act
TRIS.....	Toxic Chemical Release Inventory System
SSTS.....	Section 7 Tracking Systems
ROD.....	Records Of Decision
RMP.....	Risk Management Plans
RAATS.....	RCRA Administrative Action Tracking System
PRP.....	Potentially Responsible Parties
PADS.....	PCB Activity Database System
ICIS.....	Integrated Compliance Information System
FTTS.....	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS.....	Material Licensing Tracking System
COAL ASH DOE.....	Steam-Electric Plant Operation Data
COAL ASH EPA.....	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER.....	PCB Transformer Registration Database
RADINFO.....	Radiation Information Database
HIST FTTS.....	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS.....	Incident and Accident Data
CONSENT.....	Superfund (CERCLA) Consent Decrees
INDIAN RESERV.....	Indian Reservations
FUSRAP.....	Formerly Utilized Sites Remedial Action Program
UMTRA.....	Uranium Mill Tailings Sites
LEAD SMELTERS.....	Lead Smelter Sites
US AIRS.....	Aerometric Information Retrieval System Facility Subsystem
US MINES.....	Mines Master Index File
ABANDONED MINES.....	Abandoned Mines
UXO.....	Unexploded Ordnance Sites
ECHO.....	Enforcement & Compliance History Information
DOCKET HWC.....	Hazardous Waste Compliance Docket Listing
FUELS PROGRAM.....	EPA Fuels Program Registered Listing
CA BOND EXP. PLAN.....	Bond Expenditure Plan
Cortese.....	"Cortese" Hazardous Waste & Substances Sites List
CUPA Listings.....	CUPA Resources List
DRYCLEANERS.....	Cleaner Facilities
EML.....	Emissions Inventory Data
ENF.....	Enforcement Action Listing
Financial Assurance.....	Financial Assurance Information Listing
ICE.....	ICE
HIST CORTESE.....	Hazardous Waste & Substance Site List
HWP.....	EnviroStor Permitted Facilities Listing
HWT.....	Registered Hazardous Waste Transporter Database
MINES.....	Mines Site Location Listing
MWMP.....	Medical Waste Management Program Listing
PEST LIC.....	Pesticide Regulation Licenses Listing
PROC.....	Certified Processors Database
Notify 65.....	Proposition 65 Records
UIC.....	UIC Listing
WASTEWATER PITS.....	Oil Wastewater Pits Listing
WDS.....	Waste Discharge System
WIP.....	Well Investigation Program Case List

# EXECUTIVE SUMMARY

## EDR HIGH RISK HISTORICAL RECORDS

### ***EDR Exclusive Records***

EDR MGP..... EDR Proprietary Manufactured Gas Plants  
EDR Hist Cleaner..... EDR Exclusive Historical Cleaners

## EDR RECOVERED GOVERNMENT ARCHIVES

### ***Exclusive Recovered Govt. Archives***

RGA LF..... Recovered Government Archive Solid Waste Facilities List  
RGA LUST..... Recovered Government Archive Leaking Underground Storage Tank

## SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

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

## STANDARD ENVIRONMENTAL RECORDS

### ***Federal RCRA generators list***

RCRA-SQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

A review of the RCRA-SQG list, as provided by EDR, and dated 12/11/2017 has revealed that there is 1 RCRA-SQG site within approximately 3.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
IRON MOUNTAIN PUMPIN	6001 IRON MOUNTAIN P	ESE 1 - 2 (1.366 mi.)	7	37

## EXECUTIVE SUMMARY

### **State- and tribal - equivalent CERCLIS**

ENVIROSTOR: The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifies sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites.

A review of the ENVIROSTOR list, as provided by EDR, and dated 10/30/2017 has revealed that there is 1 ENVIROSTOR site within approximately 4 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DESERT CEN DIV CP Facility Id: 80000236 Status: Inactive - Needs Evaluation		WNW >2 (3.994 mi.)	D13	45

### **State and tribal registered storage tank lists**

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the State Water Resources Control Board's Hazardous Substance Storage Container Database.

A review of the UST list, as provided by EDR, has revealed that there are 2 UST sites within approximately 3.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
IRON MOUNTAIN PUMPIN Database: UST, Date of Government Version: 12/11/2017 Facility Id: 86012468	6001 IRON MTN PUMPIN	NW 1 - 2 (1.324 mi.)	B5	36
MWD/EAGLE MOUNTAIN P Database: UST, Date of Government Version: 12/11/2017 Facility Id: 459	EAGLE MOUNTAIN RD	NW 1 - 2 (1.324 mi.)	B6	37

AST: A listing of aboveground storage tank petroleum storage tank locations.

A review of the AST list, as provided by EDR, and dated 07/06/2016 has revealed that there is 1 AST site within approximately 3.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>CHUCKWALLA VALLEY RA</b>	<b>25300 RICE ROAD</b>	<b>SW 1 - 2 (1.128 mi.)</b>	<b>A3</b>	<b>33</b>

## EXECUTIVE SUMMARY

### ADDITIONAL ENVIRONMENTAL RECORDS

#### ***Local Lists of Registered Storage Tanks***

HIST UST: Historical UST Registered Database.

A review of the HIST UST list, as provided by EDR, and dated 10/15/1990 has revealed that there is 1 HIST UST site within approximately 3.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
WILLIAM W HEATH DBA Facility Id: 00000040696	25940 RICE RD	SW 1 - 2 (1.442 mi.)	C8	42

#### ***Records of Emergency Release Reports***

MCS: Military sites (consisting of: Military UST sites; Military Privatized sites; and Military Cleanup sites [formerly known as DoD non UST]) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

A review of the MCS list, as provided by EDR, and dated 12/11/2017 has revealed that there is 1 MCS site within approximately 3 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DESERT CENTER AIRPOR Global Id: DOD100093300 Status: Open - Inactive	DESERT CENTER	SE 1 - 2 (1.564 mi.)	11	44

#### ***Other Ascertainable Records***

FUDS: The Listing includes locations of Formerly Used Defense Sites Properties where the US Army Corps Of Engineers is actively working or will take necessary cleanup actions.

A review of the FUDS list, as provided by EDR, and dated 01/31/2015 has revealed that there are 2 FUDS sites within approximately 4 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DESERT CENTER DIVISI		WNW >2 (3.994 mi.)	D14	46
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DESERT CNTR ARPT		SE 1/2 - 1 (0.985 mi.)	2	32



## EXECUTIVE SUMMARY

**FINDS:** The Facility Index System contains both facility information and "pointers" to other sources of information that contain more detail. These include: RCRIS; Permit Compliance System (PCS); Aerometric Information Retrieval System (AIRS); FATES (FIFRA [Federal Insecticide Fungicide Rodenticide Act] and TSCA Enforcement System, FTTS [FIFRA/TSCA Tracking System]; CERCLIS; DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes); Federal Underground Injection Control (FURS); Federal Reporting Data System (FRDS); Surface Impoundments (SIA); TSCA Chemicals in Commerce Information System (CICS); PADS; RCRA-J (medical waste transporters/disposers); TRIS; and TSCA. The source of this database is the U.S. EPA/NTIS.

A review of the FINDS list, as provided by EDR, and dated 07/23/2017 has revealed that there are 2 FINDS sites within approximately 3 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CHUCKWALLA VALLEY RA	25300 RICE RD	SW 1 - 2 (1.128 mi.)	A4	36
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DESERT CENTER	UNKNOWN	SE 1 - 2 (1.518 mi.)	10	44

**HAZNET:** The data is extracted from the copies of hazardous waste manifests received each year by the DTSC. The annual volume of manifests is typically 700,000-1,000,000 annually, representing approximately 350,000-500,000 shipments. Data from non-California manifests & continuation sheets are not included at the present time. Data are from the manifests submitted without correction, and therefore many contain some invalid values for data elements such as generator ID, TSD ID, waste category, & disposal method. The source is the Department of Toxic Substance Control is the agency. This database begins with calendar year 1993.

A review of the HAZNET list, as provided by EDR, and dated 12/31/2016 has revealed that there is 1 HAZNET site within approximately 3 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
TITAN CORP GEPAID: CAC002587075	24050 RICE RD	SSW 1/4 - 1/2 (0.387 mi.)	1	32

**NPDES:** A listing of NPDES permits, including stormwater.

A review of the NPDES list, as provided by EDR, and dated 02/14/2018 has revealed that there is 1 NPDES site within approximately 3 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>CHUCKWALLA VALLEY RA</b> Facility Status: Active	<b>25300 RICE ROAD</b>	<b>SW 1 - 2 (1.128 mi.)</b>	<b>A3</b>	<b>33</b>

### EDR HIGH RISK HISTORICAL RECORDS

#### ***EDR Exclusive Records***

EDR Hist Auto: EDR has searched selected national collections of business directories and has collected

## EXECUTIVE SUMMARY

listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR Hist Auto list, as provided by EDR, has revealed that there are 2 EDR Hist Auto sites within approximately 3.125 miles of the target property.

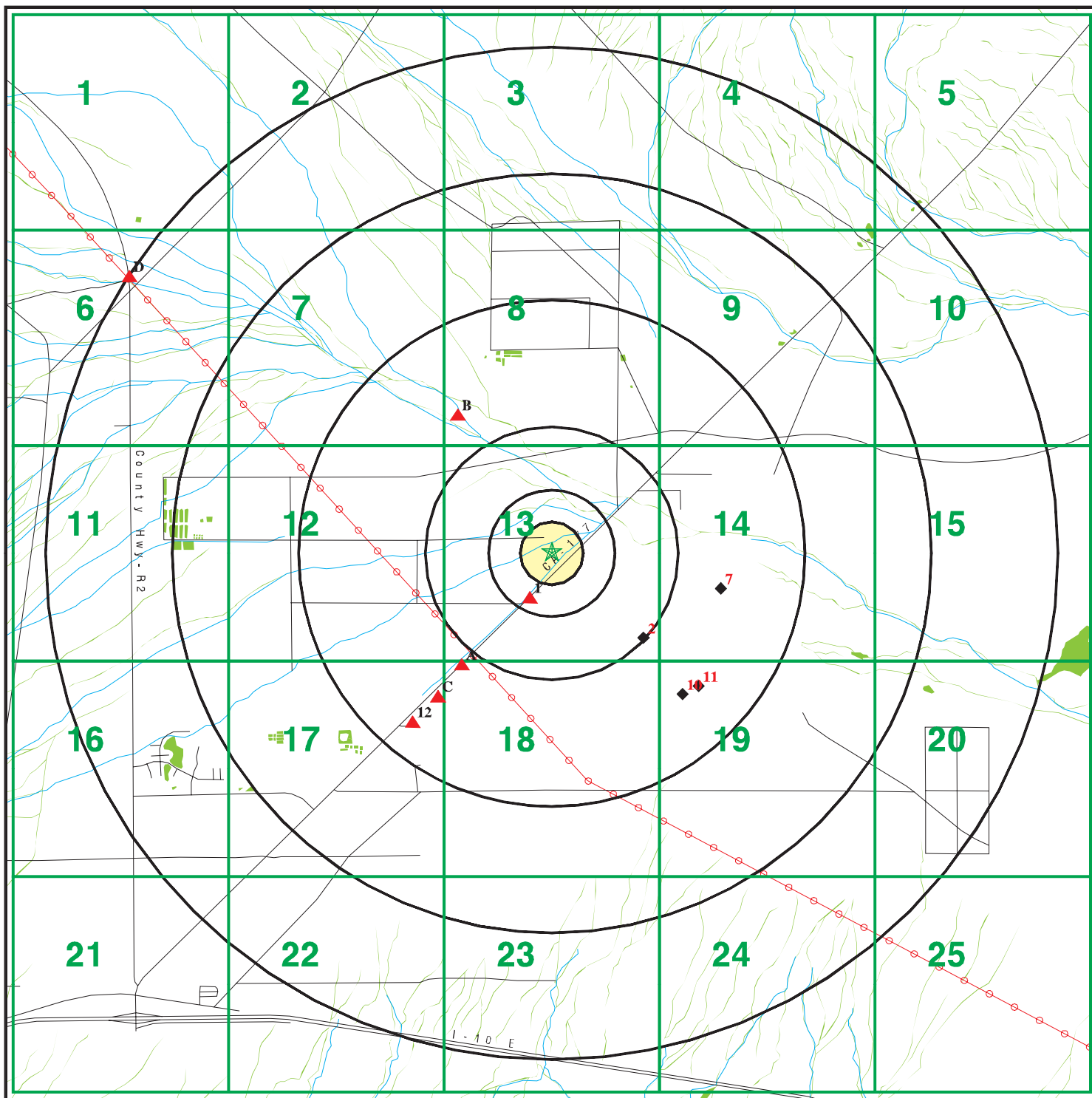
<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DESERT ENTERPRISES U	25940 RICE RD	SW 1 - 2 (1.442 mi.)	C9	43
GREEN ACRES MOBILE P	25950 RICE RD	SW 1 - 2 (1.725 mi.)	12	44

## EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 20 records.

<u>Site Name</u>	<u>Database(s)</u>
CALTRANS DESERT CENTER	RGA LUST
CALTRANS-DESERT CENTER	RGA LUST
CALTRANS-DESERT CENTER	RGA LUST
CALTRANS DESERT CENTER MAIN.	RGA LUST
CALTRANS-DESERT CENTER	RGA LUST
CRA SAND TRAP REPLACEMENT EAGLE MO	CHMIRS, ENF, NPDES
INDIGO SOLAR FARM	NPDES
ST HWY 111 NE PALM SPRINGS	NPDES
	CDL
	CDL
PAR ELECTRIC CONTRACTORS	CHMIRS, HAZNET
IRON MOUNTAIN PUMPING PLANT	HIST UST
RCIT - ROAD 62 #44	AST
CALTRANS D-8/CONSTR/EA08-0K6304	HAZNET
PETERS PROPERTY	HAZNET
PALEN SOLAR POWER PROJECT	FINDS
RICE SOLAR ENERGY PROJECT	FINDS
PACIFIC CLAY PRODS CO	US MINES
MWD - IRON MT. PUMPING STATION	EMI
KAISER EAGLE MOUNTAIN	DOCKET HWC

# OVERVIEW MAP - 5224815.2S



★ Target Property

▲ Sites at elevations higher than or equal to the target property

◆ Sites at elevations lower than the target property

▲ Manufactured Gas Plants

■ National Priority List Sites

■ Dept. Defense Sites

■ Indian Reservations BIA

— Power transmission lines

■ 100-year flood zone

■ 500-year flood zone

■ National Wetland Inventory

■ State Wetlands

■ Upgradient Area

■ Areas of Concern

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.763836 / 115.343153

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224815.2s  
 DATE: March 19, 2018 5:01 pm

# DETAIL MAP 1 OF 25 - 5224815.2S



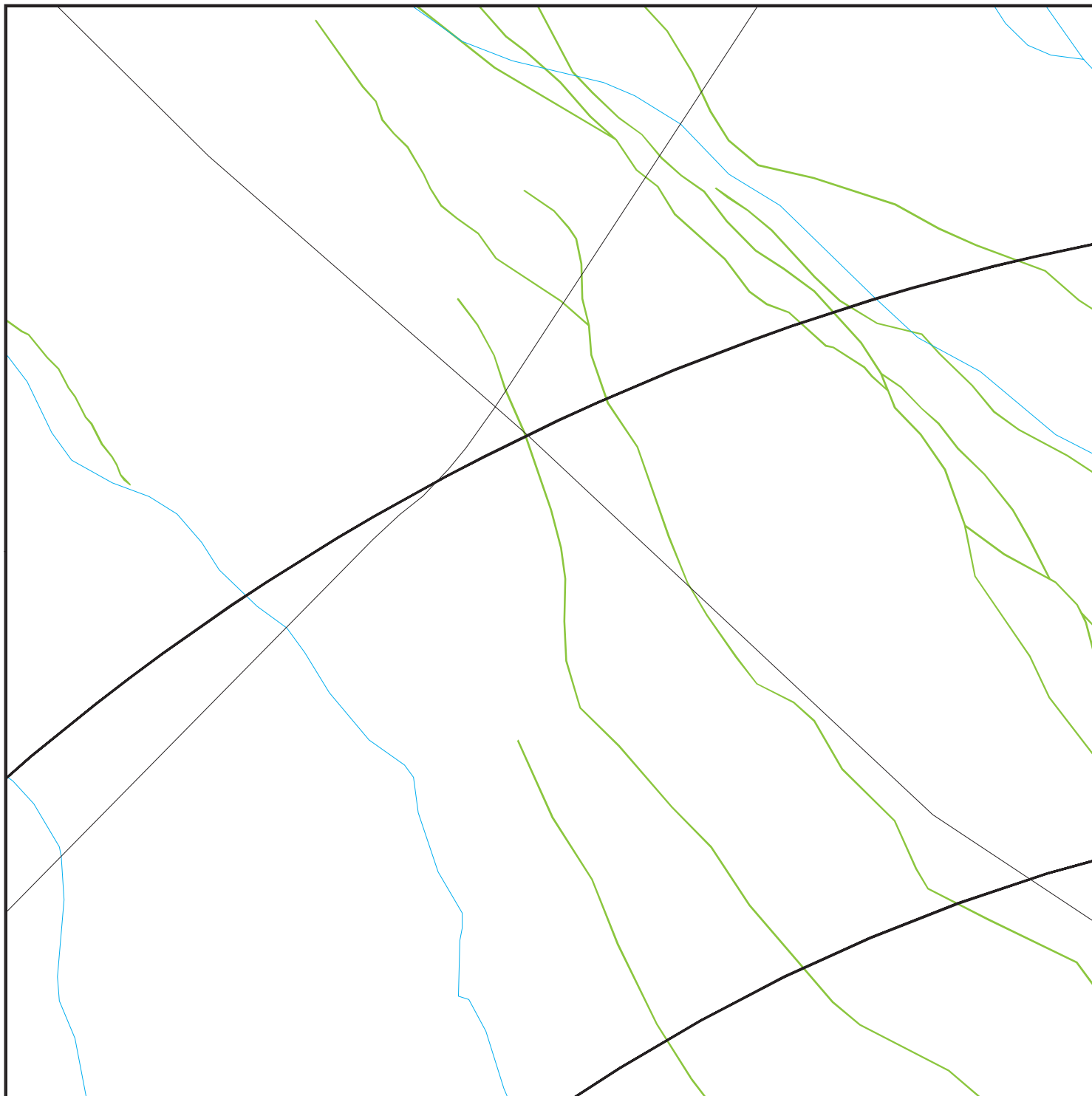
- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏢 Dept. Defense Sites
- 🏠 Indian Reservations BIA
- ⚡ Power transmission lines
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🏠 Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.763836 / 115.343153







**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224815.2s  
**DATE:** March 19, 2018 5:07 pm

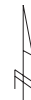
# DETAIL MAP 2 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites



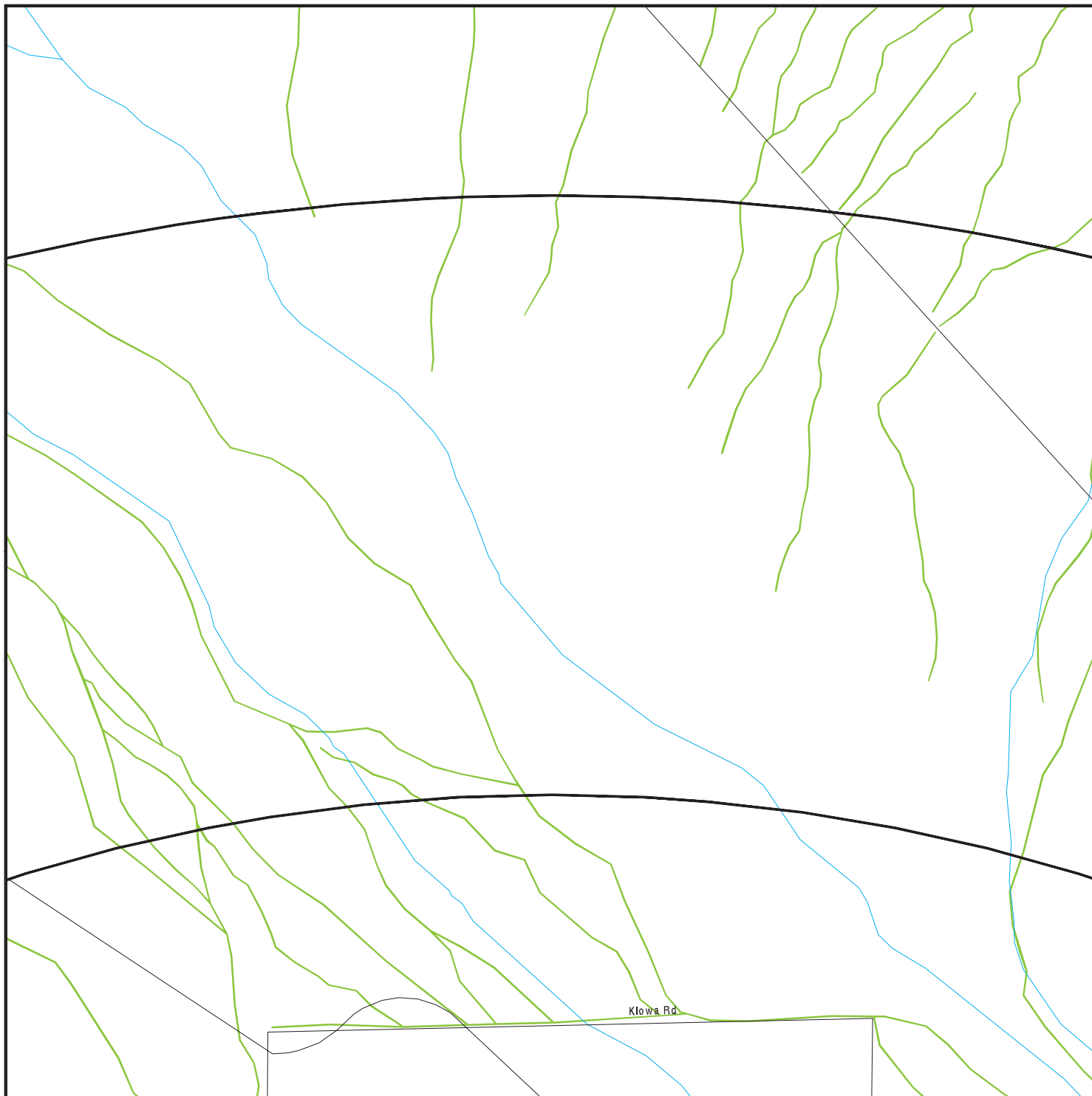
-  Indian Reservations BIA
-  100-year flood zone
-  500-year flood zone
-  National Wetland Inventory
-  State Wetlands
-  Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.763836 / 115.343153

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224815.2s  
 DATE: March 19, 2018 5:08 pm

# DETAIL MAP 3 OF 25 - 5224815.2S



★ Target Property

▲ Sites at elevations higher than or equal to the target property

◆ Sites at elevations lower than the target property

⚙ Manufactured Gas Plants

⚡ Sensitive Receptors

🏠 National Priority List Sites

🏠 Dept. Defense Sites



🏠 Indian Reservations BIA

🌊 100-year flood zone

🌊 500-year flood zone

🌿 National Wetland Inventory

🌿 State Wetlands

🏠 Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.763836 / 115.343153

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224815.2s  
 DATE: March 19, 2018 5:10 pm

# DETAIL MAP 4 OF 25 - 5224815.2S



★ Target Property

▲ Sites at elevations higher than or equal to the target property

◆ Sites at elevations lower than the target property

▲ Manufactured Gas Plants

■ Sensitive Receptors

■ National Priority List Sites

■ Dept. Defense Sites



■ Indian Reservations BIA

■ 100-year flood zone

■ 500-year flood zone

■ National Wetland Inventory

■ State Wetlands

■ Areas of Concern

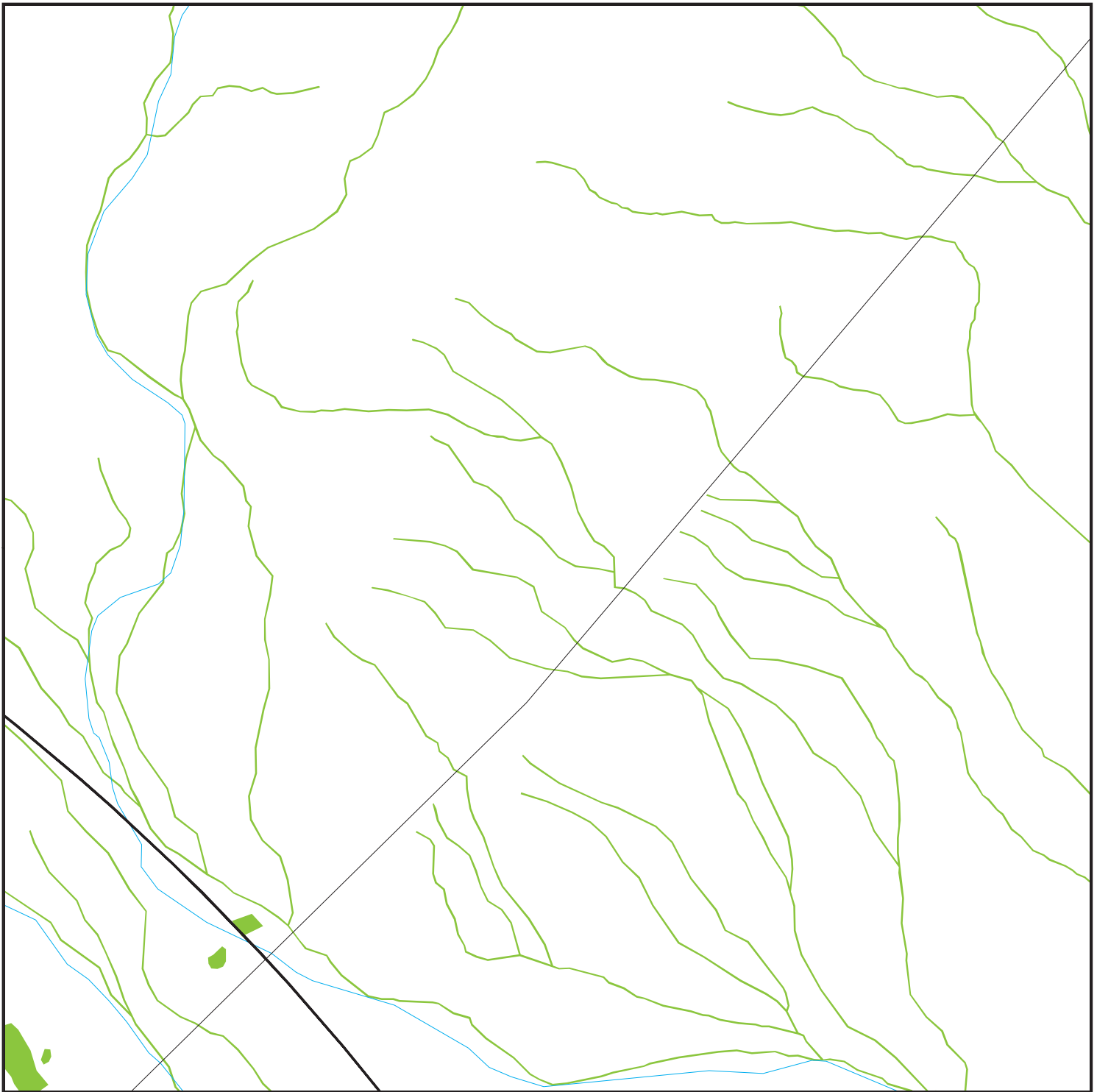


SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.763836 / 115.343153

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224815.2s  
 DATE: March 19, 2018 5:12 pm



# DETAIL MAP 5 OF 25 - 5224815.2S



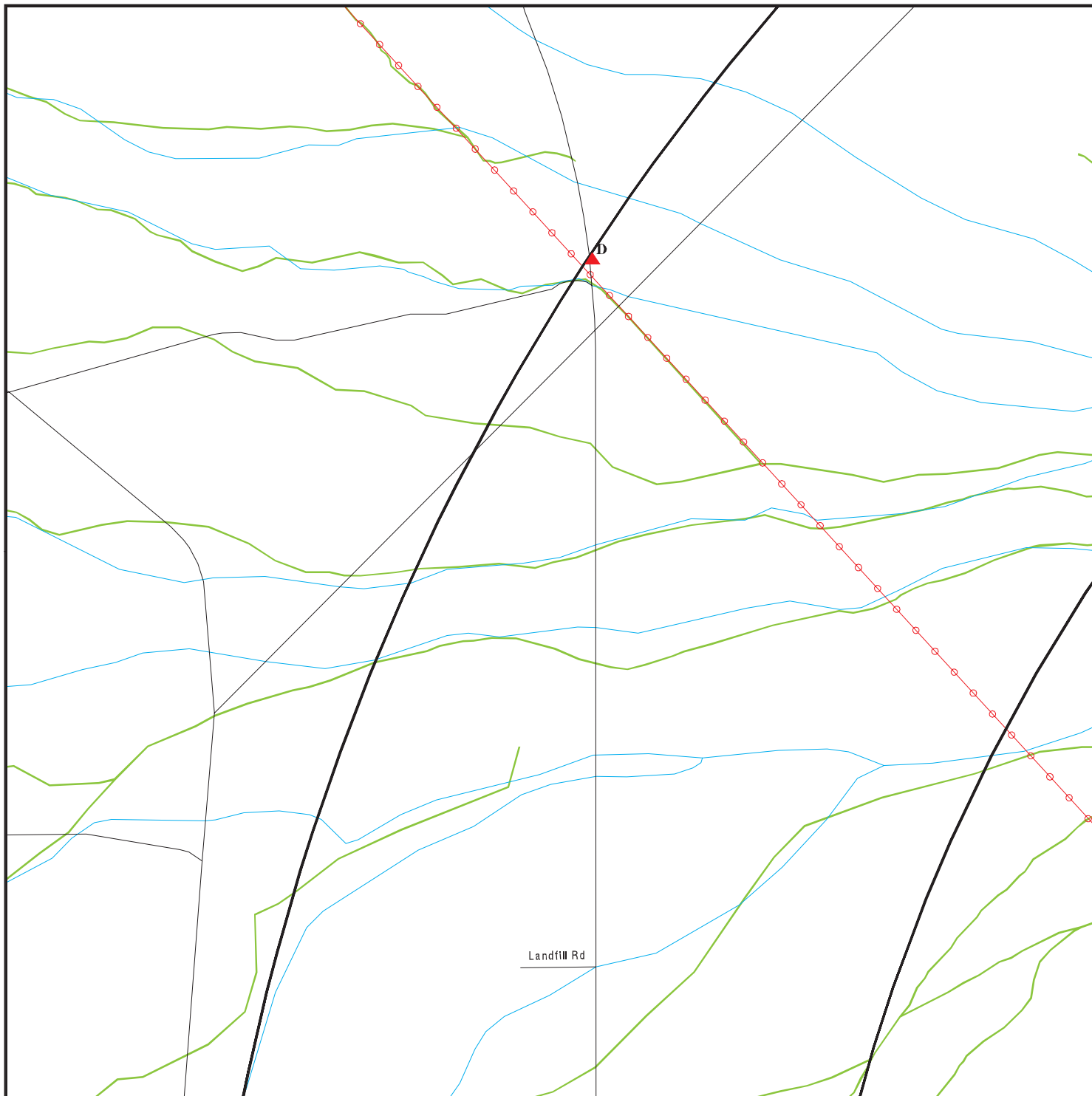
- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites
- 🏠 Indian Reservations BIA
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🔴 Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.763836 / 115.343153

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224815.2s  
**DATE:** March 19, 2018 5:15 pm

# DETAIL MAP 6 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚡ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites



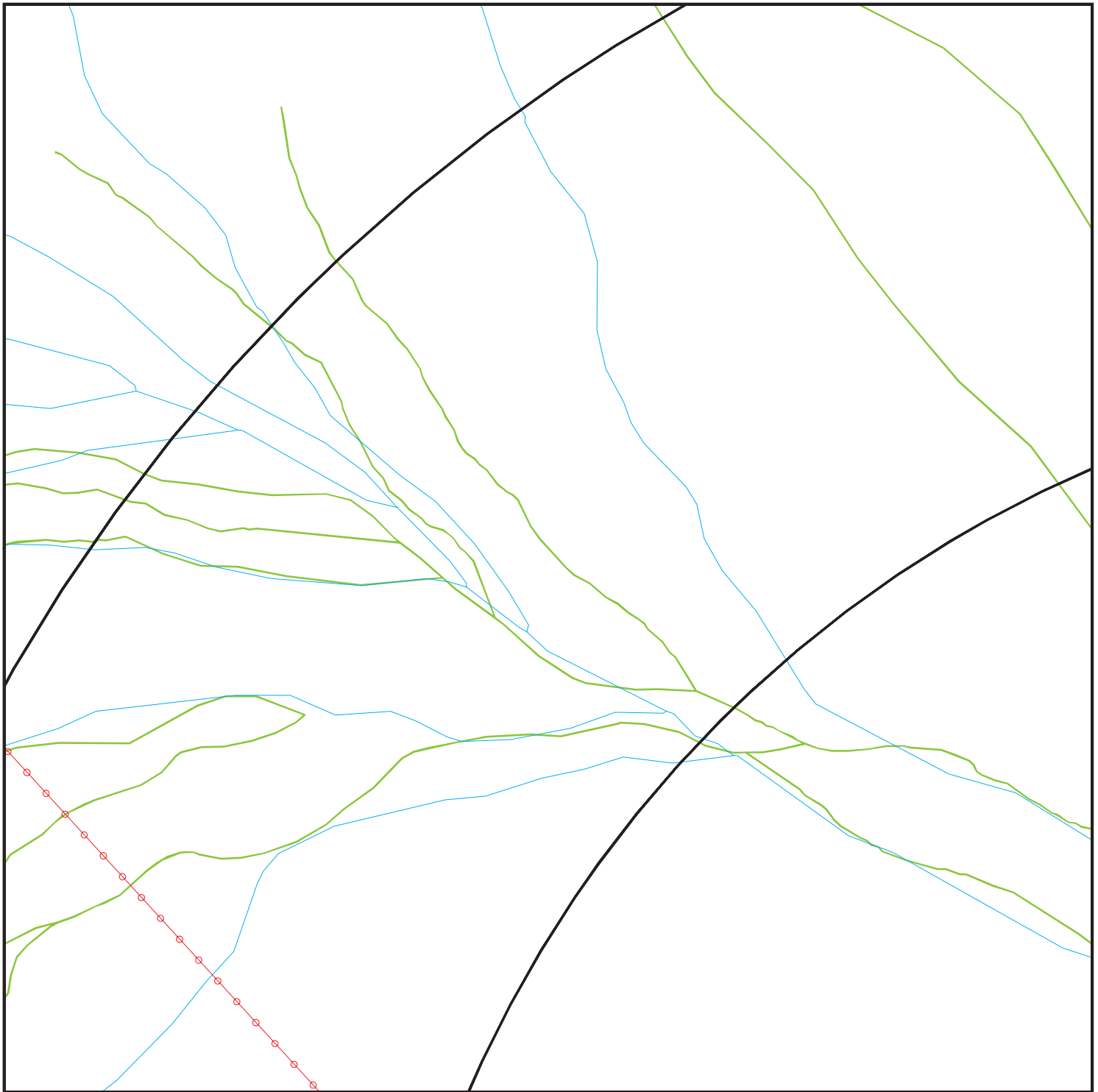
- ☒ Indian Reservations BIA
- ⚡ Power transmission lines
- ☒ 100-year flood zone
- ☒ 500-year flood zone
- National Wetland Inventory
- State Wetlands
- ☒ Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.763836 / 115.343153

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224815.2s  
 DATE: March 19, 2018 5:17 pm

DETAIL MAP 7 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites



- 🏞 Indian Reservations BIA
- ⚡ Power transmission lines
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🏠 Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.763836 / 115.343153

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224815.2s  
 DATE: March 19, 2018 5:18 pm

# DETAIL MAP 8 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites

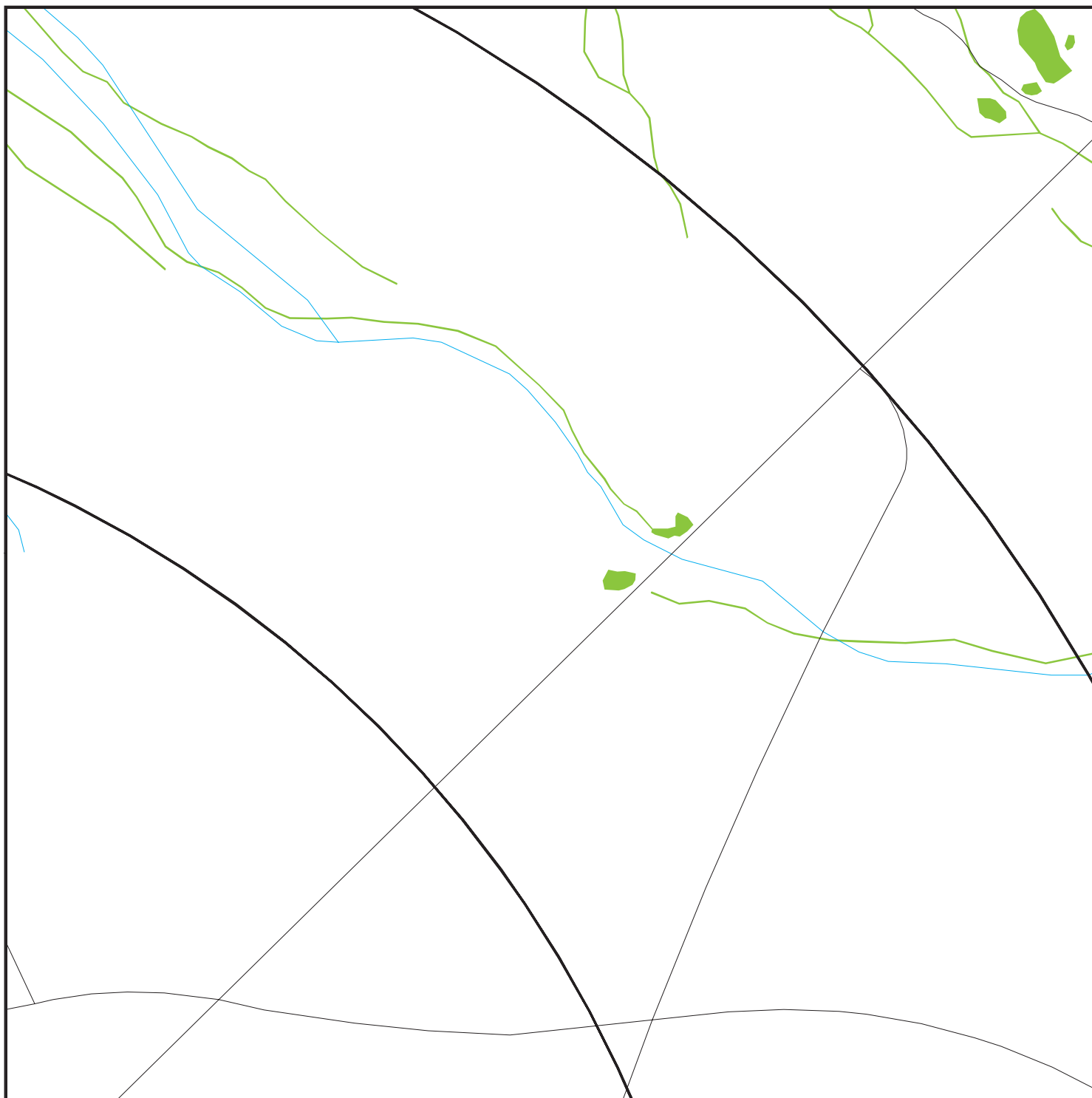
- Indian Reservations BIA
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.763836 / 115.343153

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224815.2s  
**DATE:** March 19, 2018 5:19 pm

# DETAIL MAP 9 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites



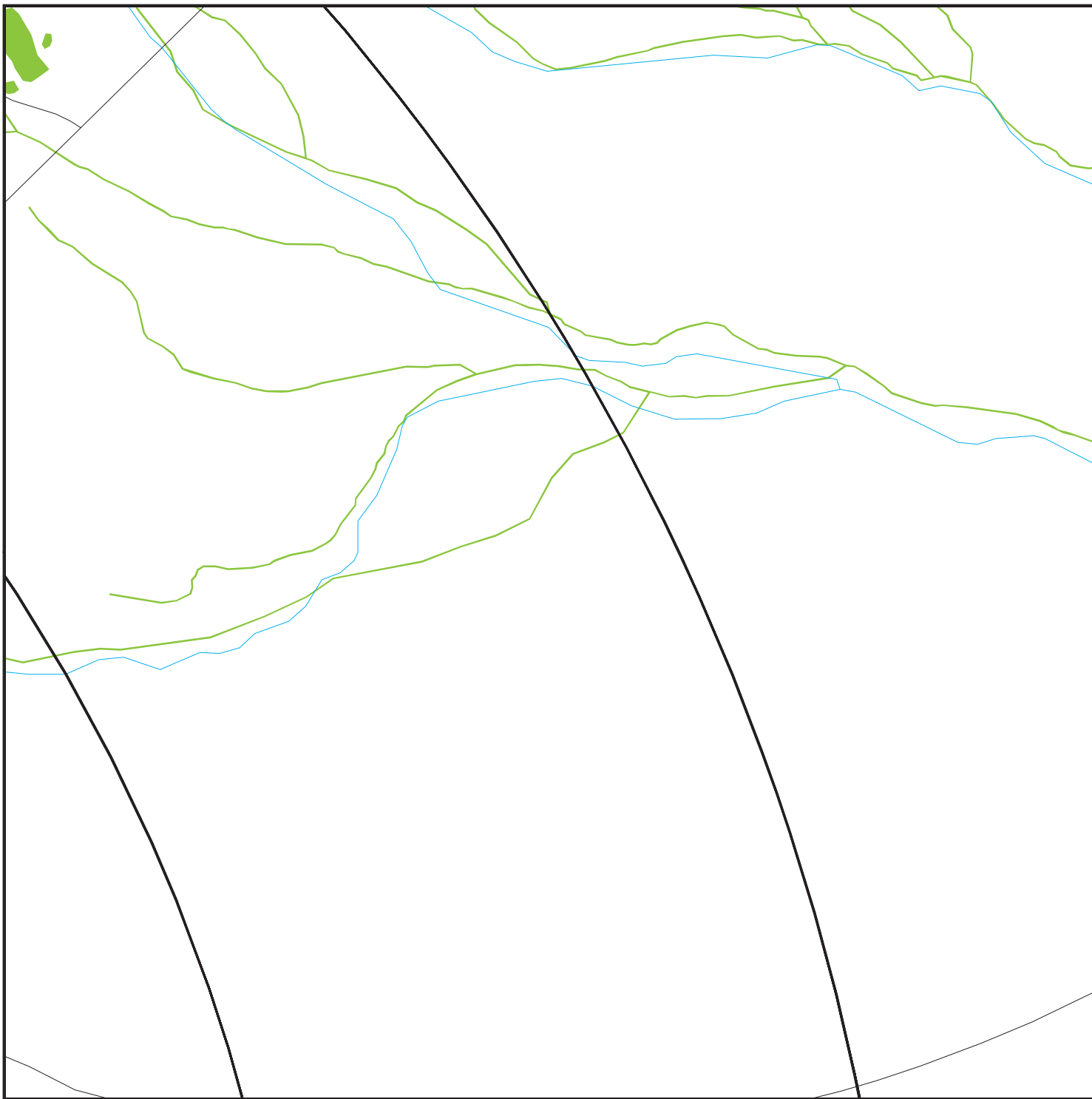
- ☒ Indian Reservations BIA
- ☒ 100-year flood zone
- ☒ 500-year flood zone
- ☒ National Wetland Inventory
- ☒ State Wetlands
- ☒ Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.763836 / 115.343153

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224815.2s  
**DATE:** March 19, 2018 5:22 pm

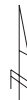
# DETAIL MAP 10 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites



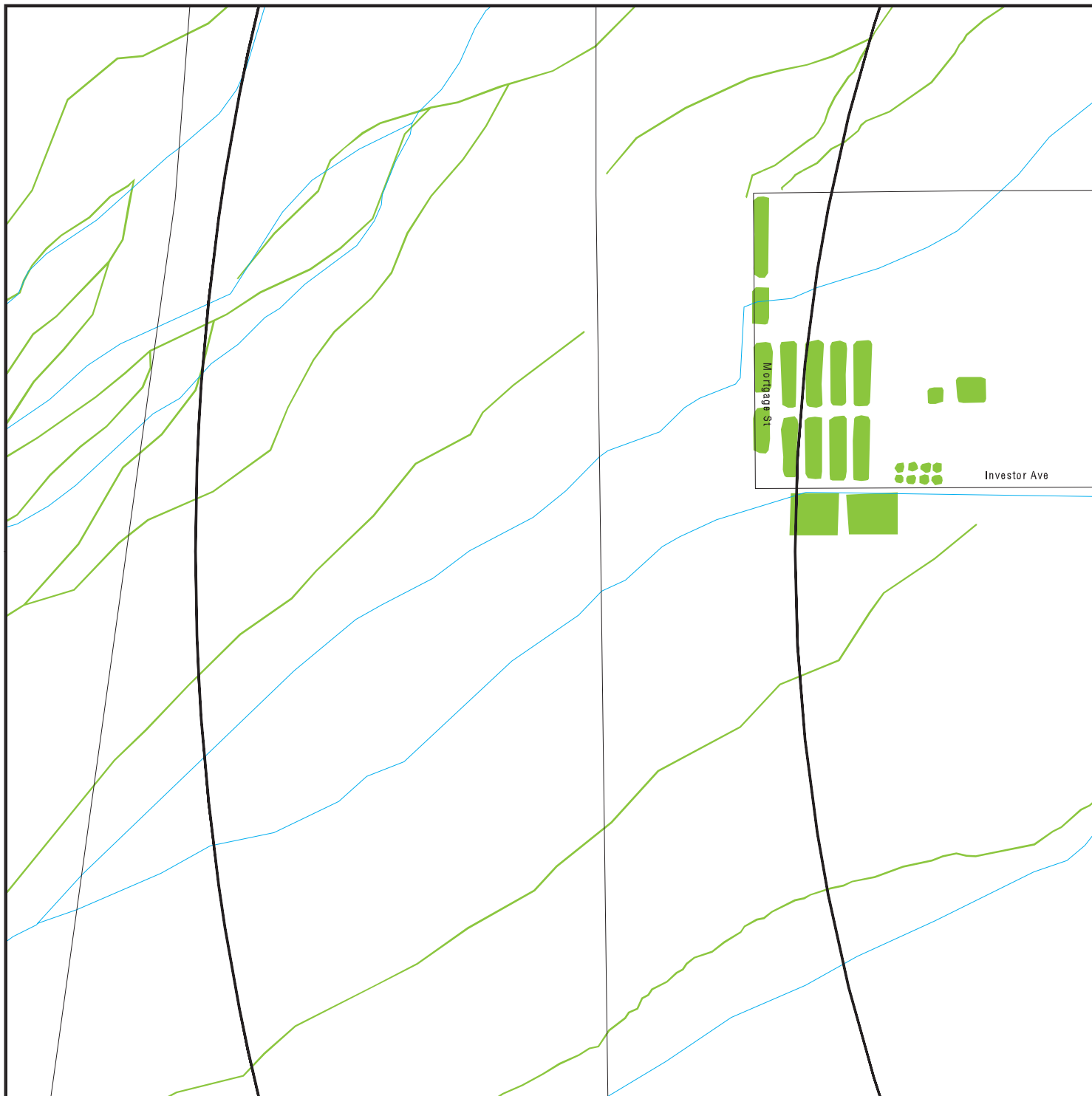
- Indian Reservations BIA
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.763836 / 115.343153

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224815.2s  
**DATE:** March 19, 2018 5:25 pm

# DETAIL MAP 11 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚡ Manufactured Gas Plants
- ⚠ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites



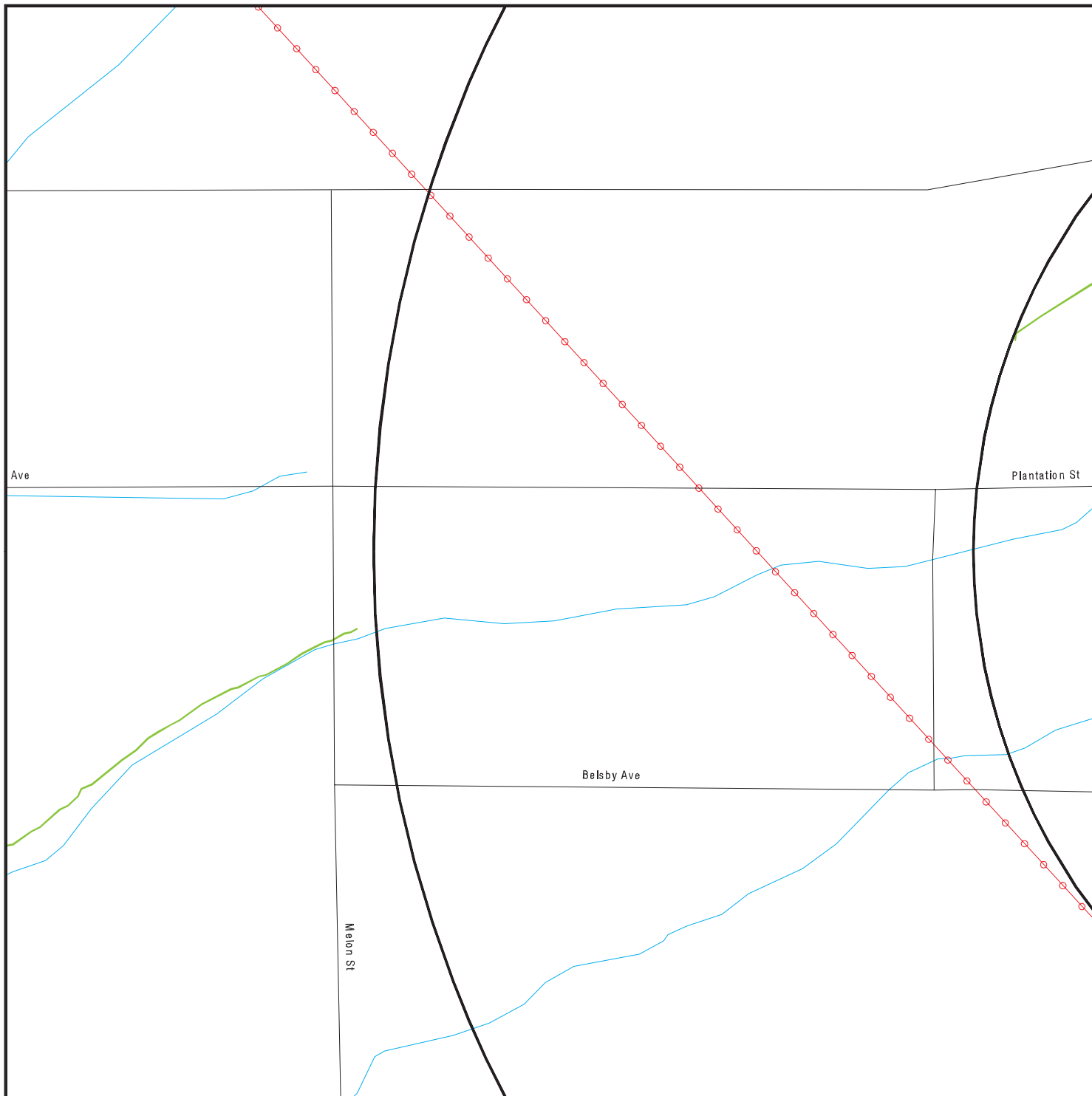
- ☒ Indian Reservations BIA
- ☒ 100-year flood zone
- ☒ 500-year flood zone
- ☒ National Wetland Inventory
- ☒ State Wetlands
- ☒ Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.763836 / 115.343153

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224815.2s  
 DATE: March 19, 2018 5:28 pm

# DETAIL MAP 12 OF 25 - 5224815.2S

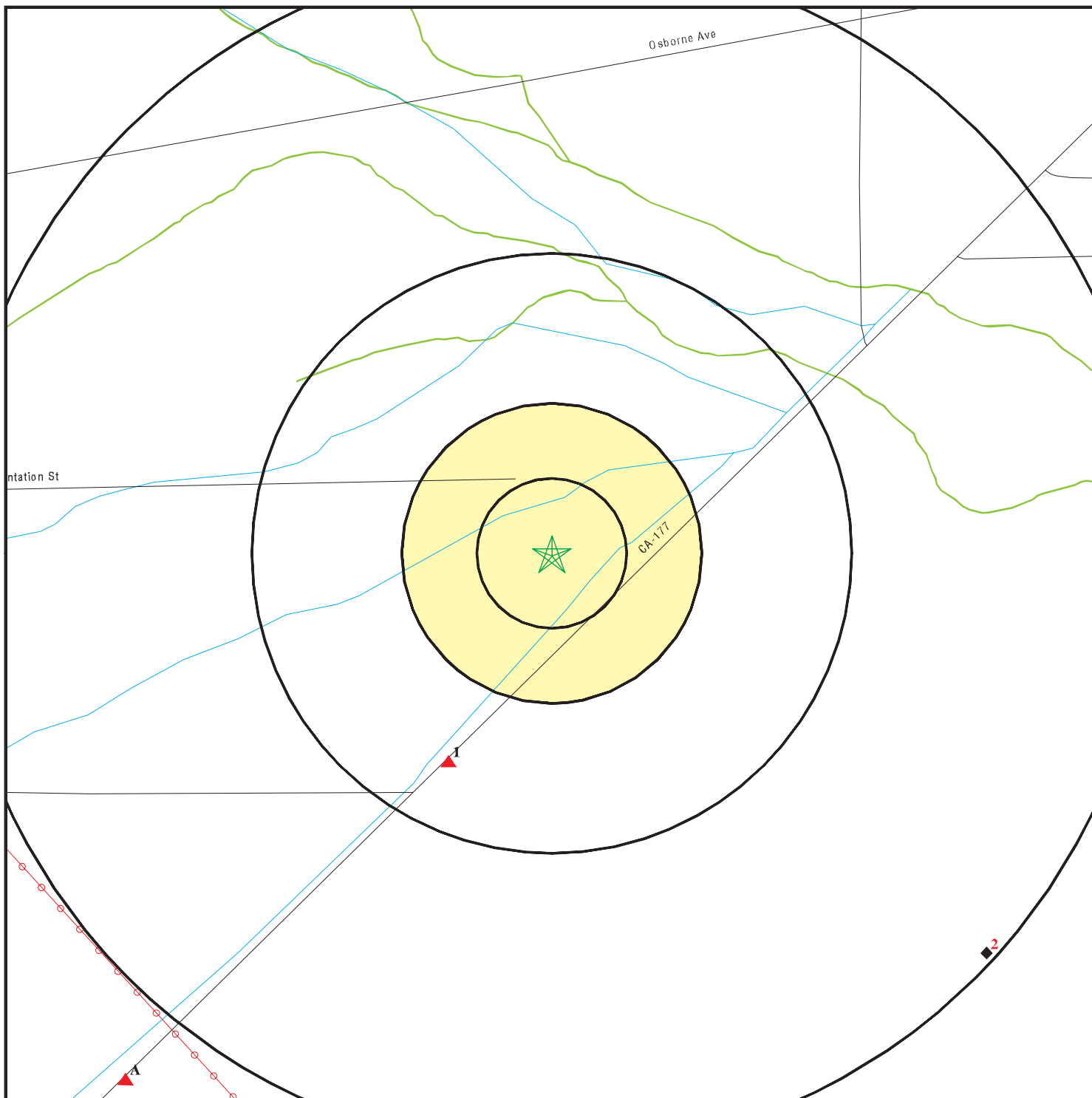


- |   |   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li>★ Target Property</li> <li>▲ Sites at elevations higher than or equal to the target property</li> <li>◆ Sites at elevations lower than the target property</li> <li>⚙ Manufactured Gas Plants</li> <li>⚡ Sensitive Receptors</li> <li>☒ National Priority List Sites</li> <li>☒ Dept. Defense Sites</li> </ul> | <ul style="list-style-type: none"> <li>☒ Indian Reservations BIA</li> <li>⚡ Power transmission lines</li> <li>▨ 100-year flood zone</li> <li>▨ 500-year flood zone</li> <li>▨ National Wetland Inventory</li> <li>▨ State Wetlands</li> </ul> | <ul style="list-style-type: none"> <li>☒ Areas of Concern</li> </ul> |
|---|---|--|

<p>SITE NAME: Aragorn-Athos Project          ADDRESS: Riverside County          Desert Center CA 92239          LAT/LONG: 33.763836 / 115.343153</p>	<p>CLIENT: Stantec          CONTACT: Dion Monge          INQUIRY #: 5224815.2s          DATE: March 19, 2018 5:31 pm</p>
--	--



# DETAIL MAP 13 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- Sensitive Receptors
- ▨ National Priority List Sites
- ▩ Dept. Defense Sites



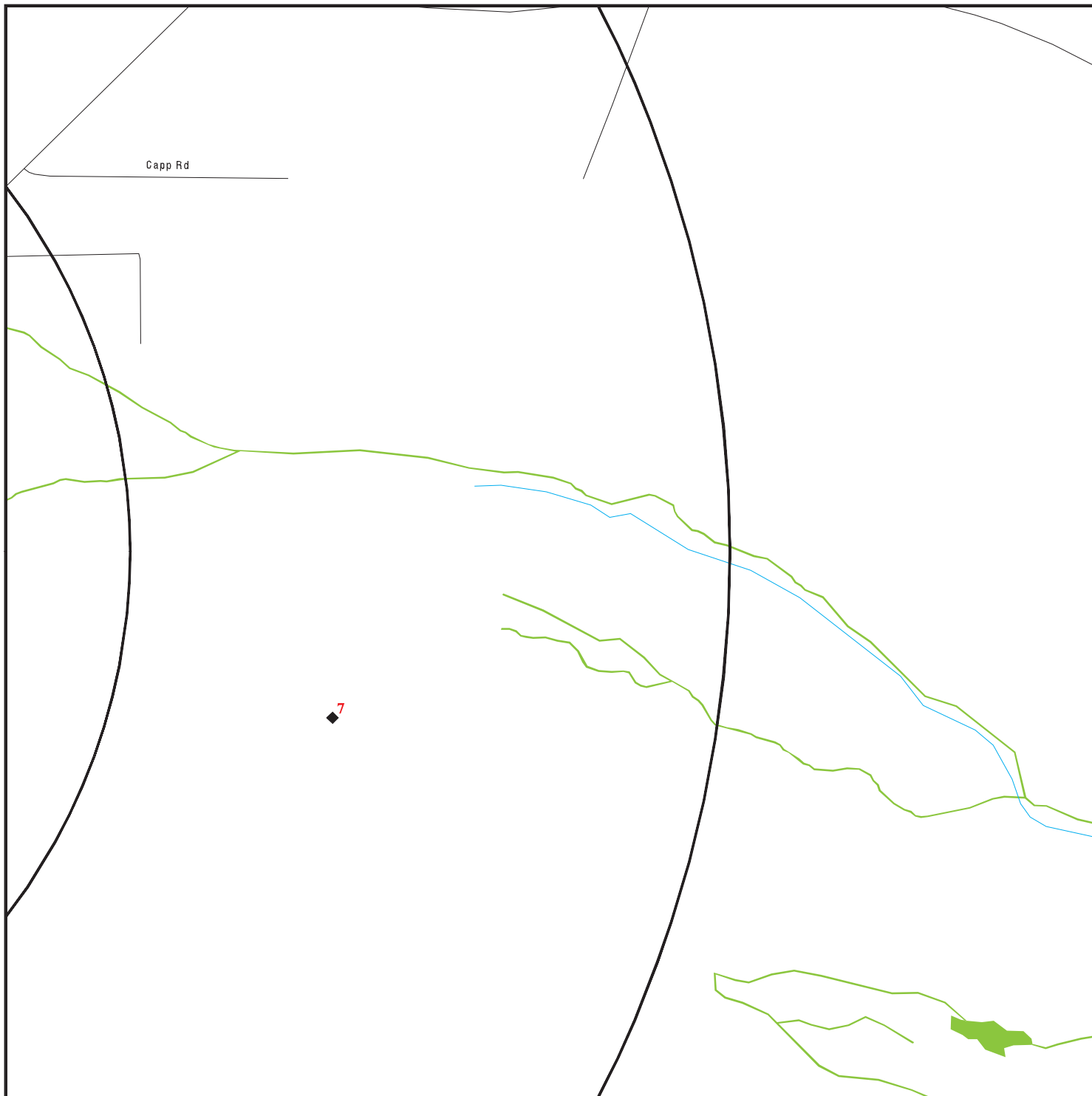
- ▨ Indian Reservations BIA
- ⚡ Power transmission lines
- ▨ 100-year flood zone
- ▨ 500-year flood zone
- National Wetland Inventory
- State Wetlands
- ▨ Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.763836 / 115.343153

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224815.2s  
 DATE: March 19, 2018 5:33 pm

DETAIL MAP 14 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚡ Manufactured Gas Plants
- ⚠ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites



- 🏠 Indian Reservations BIA
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🔴 Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.763836 / 115.343153

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224815.2s  
 DATE: March 19, 2018 5:34 pm

# DETAIL MAP 15 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites



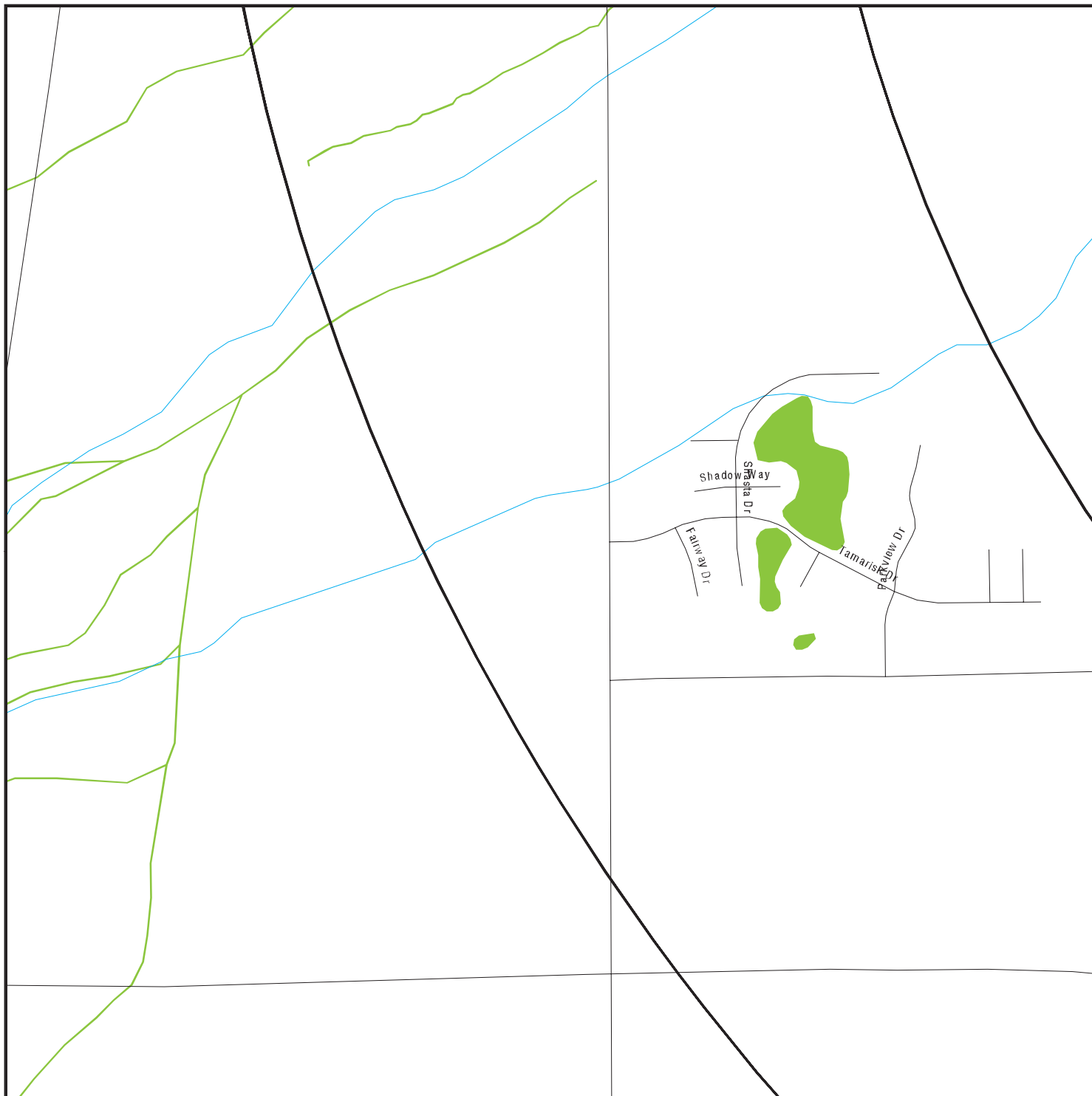
- ☒ Indian Reservations BIA
- ☒ 100-year flood zone
- ☒ 500-year flood zone
- National Wetland Inventory
- State Wetlands
- ☒ Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.763836 / 115.343153

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224815.2s  
 DATE: March 19, 2018 5:35 pm

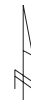
# DETAIL MAP 16 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- ☠ National Priority List Sites
- ☠ Dept. Defense Sites



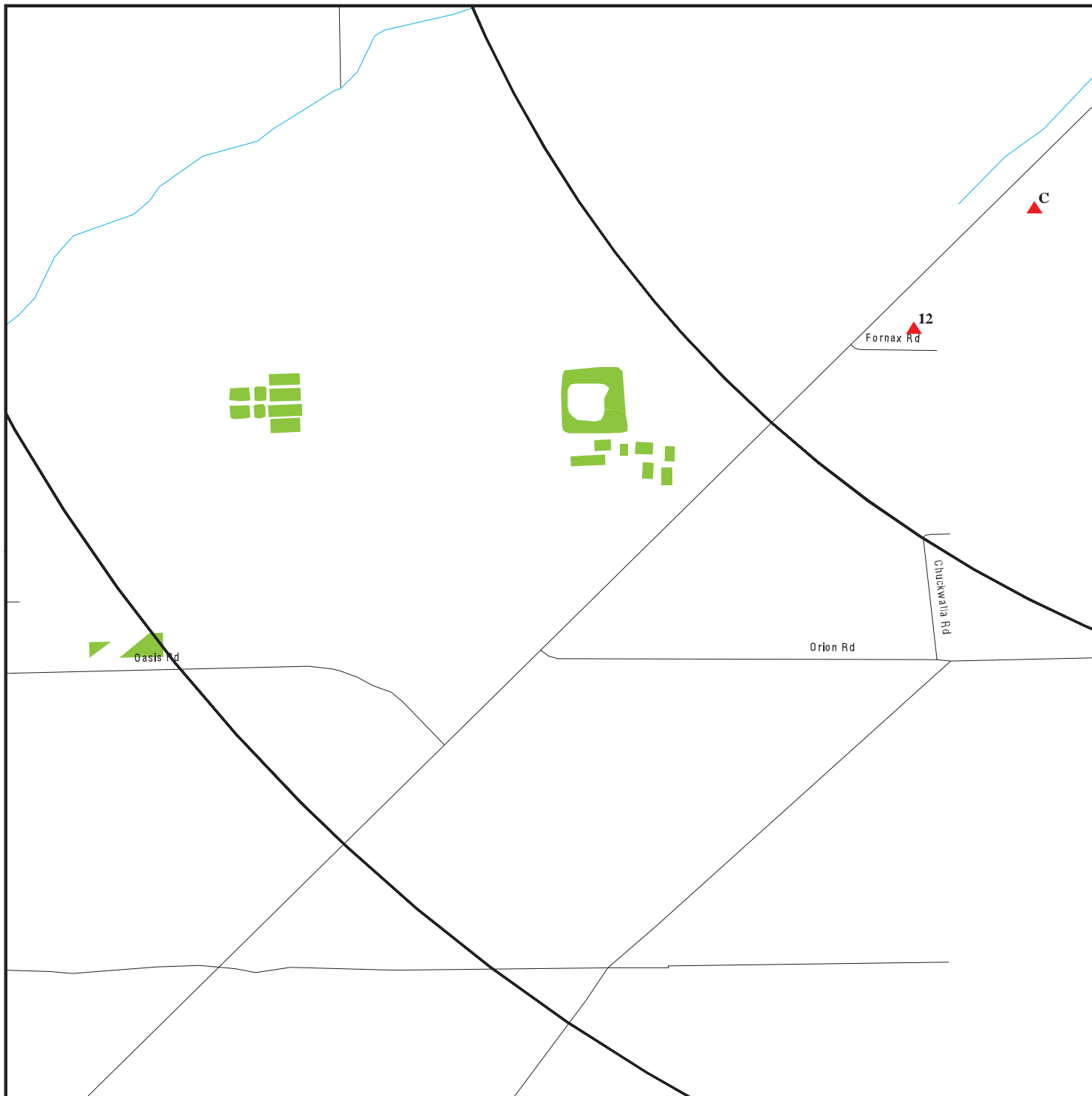
- Indian Reservations BIA
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.763836 / 115.343153

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224815.2s  
**DATE:** March 19, 2018 5:36 pm

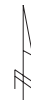
# DETAIL MAP 17 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites



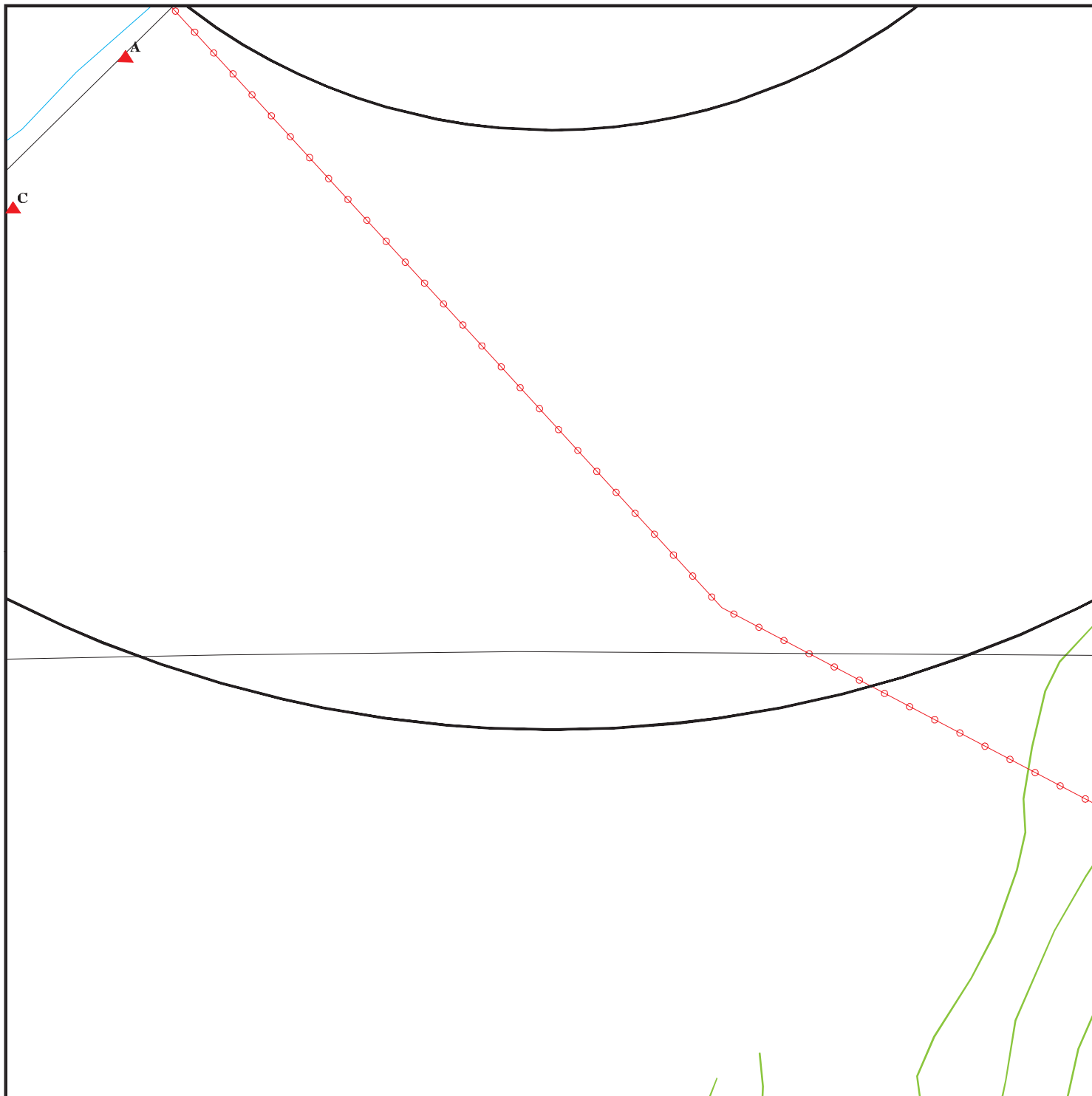
- ☒ Indian Reservations BIA
- ☒ Areas of Concern
- ▨ 100-year flood zone
- ▨ 500-year flood zone
- National Wetland Inventory
- State Wetlands



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.763836 / 115.343153

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224815.2s  
**DATE:** March 19, 2018 5:38 pm

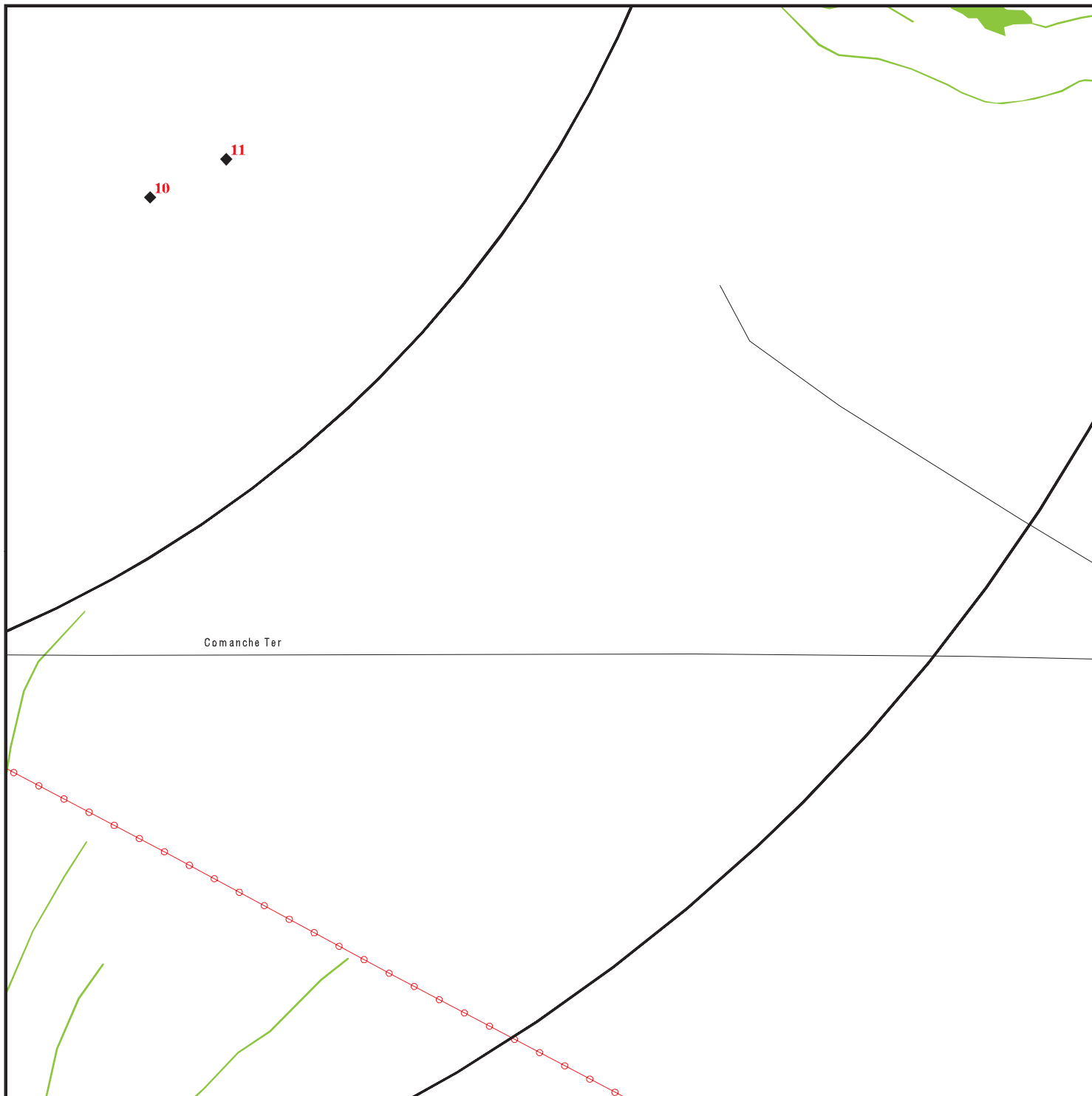
# DETAIL MAP 18 OF 25 - 5224815.2S



- |  |  |   |
|--|--|---|
| <ul style="list-style-type: none"> <li><span style="color: green;">★</span> Target Property</li> <li><span style="color: red;">▲</span> Sites at elevations higher than or equal to the target property</li> <li><span style="color: black;">◆</span> Sites at elevations lower than the target property</li> <li> Manufactured Gas Plants</li> <li> Sensitive Receptors</li> <li> National Priority List Sites</li> <li> Dept. Defense Sites</li> </ul> | <div style="text-align: center; margin-bottom: 5px;"> </div> <ul style="list-style-type: none"> <li> Indian Reservations BIA</li> <li> Power transmission lines</li> <li> 100-year flood zone</li> <li> 500-year flood zone</li> <li> National Wetland Inventory</li> <li> State Wetlands</li> </ul> | <ul style="list-style-type: none"> <li> Areas of Concern</li> </ul> <div style="text-align: right; margin-top: 20px;"> </div> |
|--|--|---|

<p>SITE NAME: Aragorn-Athos Project          ADDRESS: Riverside County          Desert Center CA 92239          LAT/LONG: 33.763836 / 115.343153</p>	<p>CLIENT: Stantec          CONTACT: Dion Monge          INQUIRY #: 5224815.2s          DATE: March 19, 2018 5:39 pm</p>
--	--

# DETAIL MAP 19 OF 25 - 5224815.2S



- |   |   |   |
|---|---|---|
| <ul style="list-style-type: none"> <li>★ Target Property</li> <li>▲ Sites at elevations higher than or equal to the target property</li> <li>◆ Sites at elevations lower than the target property</li> <li>⚙ Manufactured Gas Plants</li> <li>⚡ Sensitive Receptors</li> <li>🚚 National Priority List Sites</li> <li>🏠 Dept. Defense Sites</li> </ul> | <p>0      1/8      1/4      1/2 Miles</p> | <ul style="list-style-type: none"> <li>🏞 Indian Reservations BIA</li> <li>⚡ Power transmission lines</li> <li>🌊 100-year flood zone</li> <li>🌊 500-year flood zone</li> <li>🌿 National Wetland Inventory</li> <li>🌿 State Wetlands</li> <li>🏠 Areas of Concern</li> </ul> |
|---|---|---|



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.763836 / 115.343153

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224815.2s  
**DATE:** March 19, 2018 5:40 pm

# DETAIL MAP 20 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚡ Manufactured Gas Plants
- ⚠ Sensitive Receptors
- 🚧 National Priority List Sites
- 🏠 Dept. Defense Sites
- 🏠 Indian Reservations BIA
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🔴 Areas of Concern

<p><b>SITE NAME:</b> Aragorn-Athos Project  <b>ADDRESS:</b> Riverside County          Desert Center CA 92239  <b>LAT/LONG:</b> 33.763836 / 115.343153</p>	<p><b>CLIENT:</b> Stantec  <b>CONTACT:</b> Dion Monge  <b>INQUIRY #:</b> 5224815.2s  <b>DATE:</b> March 19, 2018 5:41 pm</p>
---	--



# DETAIL MAP 21 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites



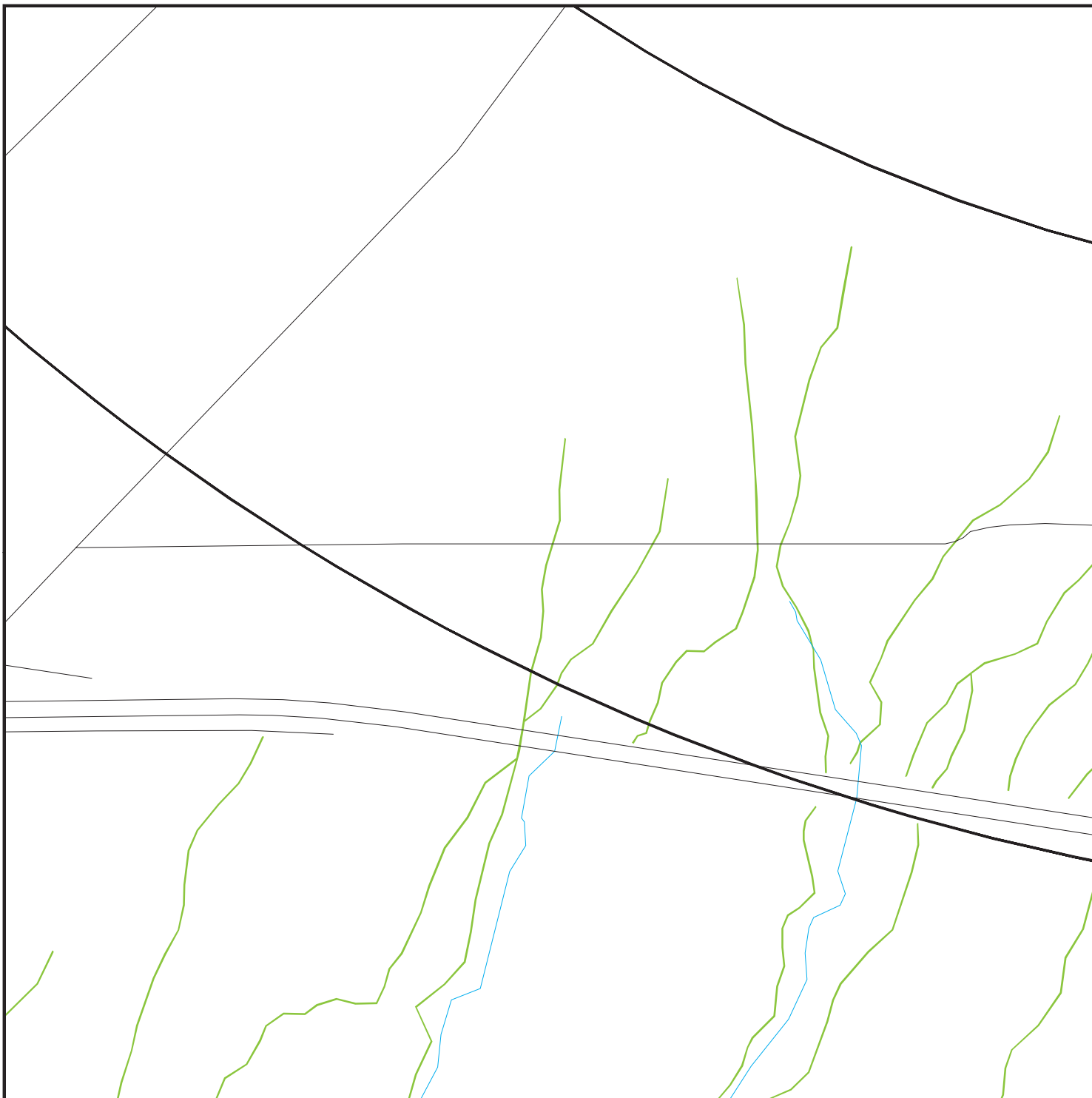
- Indian Reservations BIA
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.763836 / 115.343153

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224815.2s  
**DATE:** March 19, 2018 5:42 pm

# DETAIL MAP 22 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚡ Manufactured Gas Plants
- ⚠ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites



- Indian Reservations BIA
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.763836 / 115.343153

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224815.2s  
**DATE:** March 19, 2018 5:43 pm

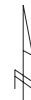
# DETAIL MAP 23 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏢 Dept. Defense Sites



- Indian Reservations BIA
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.763836 / 115.343153

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224815.2s  
 DATE: March 19, 2018 5:44 pm

DETAIL MAP 24 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚡ Manufactured Gas Plants
- ⚠ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites
- 🏠 Indian Reservations BIA
- 🔌 Power transmission lines
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🔴 Areas of Concern

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.763836 / 115.343153

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224815.2s  
 DATE: March 19, 2018 5:45 pm

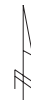
# DETAIL MAP 25 OF 25 - 5224815.2S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites



- Indian Reservations BIA
- Power transmission lines
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.763836 / 115.343153

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224815.2s  
**DATE:** March 19, 2018 5:46 pm

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<b>STANDARD ENVIRONMENTAL RECORDS</b>								
<b><i>Federal NPL site list</i></b>								
NPL	4.000		0	0	0	0	0	0
Proposed NPL	4.000		0	0	0	0	0	0
NPL LIENS	3.000		0	0	0	0	0	0
<b><i>Federal Delisted NPL site list</i></b>								
Delisted NPL	4.000		0	0	0	0	0	0
<b><i>Federal CERCLIS list</i></b>								
FEDERAL FACILITY	3.500		0	0	0	0	0	0
SEMS	3.500		0	0	0	0	0	0
<b><i>Federal CERCLIS NFRAP site list</i></b>								
SEMS-ARCHIVE	3.500		0	0	0	0	0	0
<b><i>Federal RCRA CORRACTS facilities list</i></b>								
CORRACTS	4.000		0	0	0	0	0	0
<b><i>Federal RCRA non-CORRACTS TSD facilities list</i></b>								
RCRA-TSDF	3.500		0	0	0	0	0	0
<b><i>Federal RCRA generators list</i></b>								
RCRA-LQG	3.250		0	0	0	0	0	0
RCRA-SQG	3.250		0	0	0	0	1	1
RCRA-CESQG	3.250		0	0	0	0	0	0
<b><i>Federal institutional controls / engineering controls registries</i></b>								
LUCIS	3.500		0	0	0	0	0	0
US ENG CONTROLS	3.500		0	0	0	0	0	0
US INST CONTROL	3.500		0	0	0	0	0	0
<b><i>Federal ERNS list</i></b>								
ERNS	3.000		0	0	0	0	0	0
<b><i>State- and tribal - equivalent NPL RESPONSE</i></b>								
RESPONSE	4.000		0	0	0	0	0	0
<b><i>State- and tribal - equivalent CERCLIS ENVIROSTOR</i></b>								
ENVIROSTOR	4.000		0	0	0	0	1	1
<b><i>State and tribal landfill and/or solid waste disposal site lists</i></b>								
SWF/LF	3.500		0	0	0	0	0	0
<b><i>State and tribal leaking storage tank lists</i></b>								
LUST	3.500		0	0	0	0	0	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
INDIAN LUST	3.500		0	0	0	0	0	0
SLIC	3.500		0	0	0	0	0	0
<b><i>State and tribal registered storage tank lists</i></b>								
FEMA UST	3.250		0	0	0	0	0	0
UST	3.250		0	0	0	0	2	2
AST	3.250		0	0	0	0	1	1
INDIAN UST	3.250		0	0	0	0	0	0
<b><i>State and tribal voluntary cleanup sites</i></b>								
VCP	3.500		0	0	0	0	0	0
INDIAN VCP	3.500		0	0	0	0	0	0
<b><i>State and tribal Brownfields sites</i></b>								
BROWNFIELDS	3.500		0	0	0	0	0	0
<b><u>ADDITIONAL ENVIRONMENTAL RECORDS</u></b>								
<b><i>Local Brownfield lists</i></b>								
US BROWNFIELDS	3.500		0	0	0	0	0	0
<b><i>Local Lists of Landfill / Solid Waste Disposal Sites</i></b>								
WMUDS/SWAT	3.500		0	0	0	0	0	0
SWRCY	3.500		0	0	0	0	0	0
HAULERS	3.000		0	0	0	0	0	0
INDIAN ODI	3.500		0	0	0	0	0	0
DEBRIS REGION 9	3.500		0	0	0	0	0	0
ODI	3.500		0	0	0	0	0	0
IHS OPEN DUMPS	3.500		0	0	0	0	0	0
<b><i>Local Lists of Hazardous waste / Contaminated Sites</i></b>								
US HIST CDL	3.000		0	0	0	0	0	0
HIST Cal-Sites	4.000		0	0	0	0	0	0
SCH	3.250		0	0	0	0	0	0
CDL	3.000		0	0	0	0	0	0
Toxic Pits	4.000		0	0	0	0	0	0
US CDL	3.000		0	0	0	0	0	0
<b><i>Local Lists of Registered Storage Tanks</i></b>								
SWEEPS UST	3.250		0	0	0	0	0	0
HIST UST	3.250		0	0	0	0	1	1
CA FID UST	3.250		0	0	0	0	0	0
<b><i>Local Land Records</i></b>								
LIENS	3.000		0	0	0	0	0	0
LIENS 2	3.000		0	0	0	0	0	0
DEED	3.500		0	0	0	0	0	0
<b><i>Records of Emergency Release Reports</i></b>								
HMIRS	3.000		0	0	0	0	0	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
CHMIRS	3.000		0	0	0	0	0	0
LDS	3.000		0	0	0	0	0	0
MCS	3.000		0	0	0	0	1	1
SPILLS 90	3.000		0	0	0	0	0	0
<b>Other Ascertainable Records</b>								
RCRA NonGen / NLR	3.250		0	0	0	0	0	0
FUDS	4.000		0	0	0	1	1	2
DOD	4.000		0	0	0	0	0	0
SCRD DRYCLEANERS	3.500		0	0	0	0	0	0
US FIN ASSUR	3.000		0	0	0	0	0	0
EPA WATCH LIST	3.000		0	0	0	0	0	0
2020 COR ACTION	3.250		0	0	0	0	0	0
TSCA	3.000		0	0	0	0	0	0
TRIS	3.000		0	0	0	0	0	0
SSTS	3.000		0	0	0	0	0	0
ROD	4.000		0	0	0	0	0	0
RMP	3.000		0	0	0	0	0	0
RAATS	3.000		0	0	0	0	0	0
PRP	3.000		0	0	0	0	0	0
PADS	3.000		0	0	0	0	0	0
ICIS	3.000		0	0	0	0	0	0
FTTS	3.000		0	0	0	0	0	0
MLTS	3.000		0	0	0	0	0	0
COAL ASH DOE	3.000		0	0	0	0	0	0
COAL ASH EPA	3.500		0	0	0	0	0	0
PCB TRANSFORMER	3.000		0	0	0	0	0	0
RADINFO	3.000		0	0	0	0	0	0
HIST FTTS	3.000		0	0	0	0	0	0
DOT OPS	3.000		0	0	0	0	0	0
CONSENT	4.000		0	0	0	0	0	0
INDIAN RESERV	4.000		0	0	0	0	0	0
FUSRAP	4.000		0	0	0	0	0	0
UMTRA	3.500		0	0	0	0	0	0
LEAD SMELTERS	3.000		0	0	0	0	0	0
US AIRS	3.000		0	0	0	0	0	0
US MINES	3.250		0	0	0	0	0	0
ABANDONED MINES	3.250		0	0	0	0	0	0
FINDS	3.000		0	0	0	0	2	2
UXO	4.000		0	0	0	0	0	0
ECHO	3.000		0	0	0	0	0	0
DOCKET HWC	3.000		0	0	0	0	0	0
FUELS PROGRAM	3.250		0	0	0	0	0	0
CA BOND EXP. PLAN	4.000		0	0	0	0	0	0
Cortese	3.500		0	0	0	0	0	0
CUPA Listings	3.250		0	0	0	0	0	0
DRYCLEANERS	3.250		0	0	0	0	0	0
EMI	3.000		0	0	0	0	0	0
ENF	3.000		0	0	0	0	0	0
Financial Assurance	3.000		0	0	0	0	0	0
HAZNET	3.000		0	0	1	0	0	1



## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
ICE	3.000		0	0	0	0	0	0
HIST CORTESE	3.500		0	0	0	0	0	0
HWP	4.000		0	0	0	0	0	0
HWT	3.250		0	0	0	0	0	0
MINES	3.250		0	0	0	0	0	0
MWMP	3.250		0	0	0	0	0	0
NPDES	3.000		0	0	0	0	1	1
PEST LIC	3.000		0	0	0	0	0	0
PROC	3.500		0	0	0	0	0	0
Notify 65	4.000		0	0	0	0	0	0
UIC	3.000		0	0	0	0	0	0
WASTEWATER PITS	3.500		0	0	0	0	0	0
WDS	3.000		0	0	0	0	0	0
WIP	3.250		0	0	0	0	0	0

### EDR HIGH RISK HISTORICAL RECORDS

#### *EDR Exclusive Records*

EDR MGP	4.000		0	0	0	0	0	0
EDR Hist Auto	3.125		0	0	0	0	2	2
EDR Hist Cleaner	3.125		0	0	0	0	0	0

### EDR RECOVERED GOVERNMENT ARCHIVES

#### *Exclusive Recovered Govt. Archives*

RGA LF	3.000		0	0	0	0	0	0
RGA LUST	3.000		0	0	0	0	0	0

- Totals --		0	0	0	1	1	13	15
-------------	--	---	---	---	---	---	----	----

#### NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**1**  
**SSW**  
**1/4-1/2**  
**0.387 mi.**  
**2042 ft.**

**TITAN CORP**  
**24050 RICE RD**  
**DESERT CENTER, CA 92239**

**HAZNET** **S112943478**  
**N/A**

**Relative:**  
**Higher**  
**Actual:**  
**567 ft.**

HAZNET:  
envid: S112943478  
Year: 2005  
GEPAID: CAC002587075  
Contact: MONTE DEBEL/X29  
Telephone: 8585669829  
Mailing Name: Not reported  
Mailing Address: 9925 CARROLL CANYON RD  
Mailing City,St,Zip: SAN DIEGO, CA 92131  
Gen County: Not reported  
TSD EPA ID: NVT330010000  
TSD County: Not reported  
Waste Category: Contaminated soil from site clean-up  
Disposal Method: Disposal, Land Fill  
Tons: 24  
Cat Decode: Not reported  
Method Decode: Not reported  
Facility County: Riverside

**2**  
**SE**  
**1/2-1**  
**0.985 mi.**  
**5199 ft.**

**DESERT CNTR ARPT**  
**DESERT CENTER, CA**

**FUDS** **1012129642**  
**N/A**

**Relative:**  
**Lower**  
**Actual:**  
**537 ft.**

FUDS:  
EPA Region: 09  
Congressional District: 36  
FUDS Number: J09CA0341  
State: CA  
Facility Name: DESERT CNTR ARPT  
Fiscal Year: 2013  
City: DESERT CENTER  
Federal Facility ID: CA9799F5427  
Telephone: 213-452-3920  
INST ID: 61057  
County: RIVERSIDE  
RAB: Not reported  
\*\*CORPS\_DIST\*\*: Los Angeles District (SPL)  
NPL Status: Not Listed  
CTC: 134  
Current Owner: Local Government  
Future Prog: Not reported  
Description: SITE CONSISTED OF 1958.02 ACRES. IMPROVEMENTS INCL. STRUCTURES FOR BASE HOUSING, OPERATION, AIRCRAFT SERVICE STORAGE, FUEL SYS. PERSONNEL & MISC. MOST ARE CURRENTLY BEING USED. USTS HAVE NOT BEEN USED , HOWEVER.  
Current Program: Not reported  
History: US ARMY ACQUIRED THE PROPERTY IN 1942 THROUGH PURCHASE, TRANSFER & CONDEMNATION. IT WAS DECLARED AS EXCESS IN 1945 & DISPOSED TO RIVERSIDE COUNTY IN 1965. COUNTY OF RIVERSIDE IS THE PRESENT OWNER.  
Latitude Degree: 33  
Latitude Minute: 45  
Latitude Second: 15

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**DESERT CNTR ARPT (Continued)**

**1012129642**

Latitude Direction: N  
Longitude Degree: -115  
Longitude Minute: 20  
Longitude Second: 50  
Longitude Direction: E

**A3  
SW  
> 1  
1.128 mi.  
5957 ft.**

**CHUCKWALLA VALLEY RACEWAY  
25300 RICE ROAD  
DESERT CENTER, CA 92239**

**AST S117697436  
NPDES N/A**

**Site 1 of 2 in cluster A**

**Relative:  
Higher**

AST:

**Actual:  
596 ft.**

Certified Unified Program Agencies: Not reported  
Owner: Micky Grana  
Total Gallons: Not reported  
CERSID: 10328128  
Facility ID: FA0034749  
Business Name: Chuckwalla Valley Raceway  
Phone: (760) 227-3100  
Fax: (760) 227-3111  
Mailing Address: PO Box 307  
Mailing Address City: Desert Center  
Mailing Address State: CA  
Mailing Address Zip Code: 92239  
Operator Name: Micky Grana  
Operator Phone: (760) 227-3100  
Owner Phone: (760) 227-3100  
Owner Mail Address: P.O. Box 307  
Owner State: CA  
Owner Zip Code: 92239  
Owner Country: United States  
Property Owner Name: Chuckwalla Valley Associates LLC  
Property Owner Phone: (760) 227-3100  
Property Owner Mailing Address: P.O. Box 307  
Property Owner City: Desert Center  
Property Owner Stat : CA  
Property Owner Zip Code: 92239  
Property Owner Country: United States  
EPAID: Not reported

NPDES:

Npdes Number: CAS000002  
Facility Status: Active  
Agency Id: 0  
Region: 7  
Regulatory Measure Id: 455073  
Order No: 2009-0009-DWQ  
Regulatory Measure Type: Enrollee  
Place Id: Not reported  
WDID: 7 33C373268  
Program Type: Construction  
Adoption Date Of Regulatory Measure: Not reported  
Effective Date Of Regulatory Measure: 06/24/2015  
Expiration Date Of Regulatory Measure: Not reported  
Termination Date Of Regulatory Measure: Not reported  
Discharge Name: Chuckwalla Valley Associates

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CHUCKWALLA VALLEY RACEWAY (Continued)**

**S117697436**

Discharge Address:	PO Box 307
Discharge City:	Desert Center
Discharge State:	California
Discharge Zip:	92239
RECEIVED DATE:	Not reported
PROCESSED DATE:	Not reported
STATUS CODE NAME:	Not reported
STATUS DATE:	Not reported
PLACE SIZE:	Not reported
PLACE SIZE UNIT:	Not reported
FACILITY CONTACT NAME:	Not reported
FACILITY CONTACT TITLE:	Not reported
FACILITY CONTACT PHONE:	Not reported
FACILITY CONTACT PHONE EXT:	Not reported
FACILITY CONTACT EMAIL:	Not reported
OPERATOR NAME:	Not reported
OPERATOR ADDRESS:	Not reported
OPERATOR CITY:	Not reported
OPERATOR STATE:	Not reported
OPERATOR ZIP:	Not reported
OPERATOR CONTACT NAME:	Not reported
OPERATOR CONTACT TITLE:	Not reported
OPERATOR CONTACT PHONE:	Not reported
OPERATOR CONTACT PHONE EXT:	Not reported
OPERATOR CONTACT EMAIL:	Not reported
OPERATOR TYPE:	Not reported
DEVELOPER NAME:	Not reported
DEVELOPER ADDRESS:	Not reported
DEVELOPER CITY:	Not reported
DEVELOPER STATE:	Not reported
DEVELOPER ZIP:	Not reported
DEVELOPER CONTACT NAME:	Not reported
DEVELOPER CONTACT TITLE:	Not reported
CONSTYPE LINEAR UTILITY IND:	Not reported
EMERGENCY PHONE NO:	Not reported
EMERGENCY PHONE EXT:	Not reported
CONSTYPE ABOVE GROUND IND:	Not reported
CONSTYPE BELOW GROUND IND:	Not reported
CONSTYPE CABLE LINE IND:	Not reported
CONSTYPE COMM LINE IND:	Not reported
CONSTYPE COMMERTIAL IND:	Not reported
CONSTYPE ELECTRICAL LINE IND:	Not reported
CONSTYPE GAS LINE IND:	Not reported
CONSTYPE INDUSTRIAL IND:	Not reported
CONSTYPE OTHER DESRIPTION:	Not reported
CONSTYPE OTHER IND:	Not reported
CONSTYPE RECONS IND:	Not reported
CONSTYPE RESIDENTIAL IND:	Not reported
CONSTYPE TRANSPORT IND:	Not reported
CONSTYPE UTILITY DESCRIPTION:	Not reported
CONSTYPE UTILITY IND:	Not reported
CONSTYPE WATER SEWER IND:	Not reported
DIR DISCHARGE USWATER IND:	Not reported
RECEIVING WATER NAME:	Not reported
CERTIFIER NAME:	Not reported
CERTIFIER TITLE:	Not reported
CERTIFICATION DATE:	Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CHUCKWALLA VALLEY RACEWAY (Continued)**

**S117697436**

PRIMARY SIC:	Not reported
SECONDARY SIC:	Not reported
TERTIARY SIC:	Not reported
Npdes Number:	Not reported
Facility Status:	Not reported
Agency Id:	Not reported
Region:	7
Regulatory Measure Id:	455073
Order No:	Not reported
Regulatory Measure Type:	Construction
Place Id:	Not reported
WDID:	7 33C373268
Program Type:	Not reported
Adoption Date Of Regulatory Measure:	Not reported
Effective Date Of Regulatory Measure:	Not reported
Expiration Date Of Regulatory Measure:	Not reported
Termination Date Of Regulatory Measure:	Not reported
Discharge Name:	Not reported
Discharge Address:	Not reported
Discharge City:	Not reported
Discharge State:	Not reported
Discharge Zip:	Not reported
RECEIVED DATE:	06/18/2015
PROCESSED DATE:	06/24/2015
STATUS CODE NAME:	Active
STATUS DATE:	06/24/2015
PLACE SIZE:	1200
PLACE SIZE UNIT:	Acres
FACILITY CONTACT NAME:	Matthew Johnson
FACILITY CONTACT TITLE:	Managing Member
FACILITY CONTACT PHONE:	760-837-1880
FACILITY CONTACT PHONE EXT:	Not reported
FACILITY CONTACT EMAIL:	mjohnson@wilsonjohnson.net
OPERATOR NAME:	Chuckwalla Valley Associates
OPERATOR ADDRESS:	PO Box 307
OPERATOR CITY:	Desert Center
OPERATOR STATE:	California
OPERATOR ZIP:	92239
OPERATOR CONTACT NAME:	Matthew Johnson
OPERATOR CONTACT TITLE:	Managing Member
OPERATOR CONTACT PHONE:	760-837-1880
OPERATOR CONTACT PHONE EXT:	Not reported
OPERATOR CONTACT EMAIL:	mjohnson@wilsonjohnson.net
OPERATOR TYPE:	Private Business
DEVELOPER NAME:	Chuckwalla Valley Raceway
DEVELOPER ADDRESS:	25300 Rice Road
DEVELOPER CITY:	Desert Center
DEVELOPER STATE:	California
DEVELOPER ZIP:	92239
DEVELOPER CONTACT NAME:	Matthew Johnson
DEVELOPER CONTACT TITLE:	Managing Member
CONSTYPE LINEAR UTILITY IND:	N
EMERGENCY PHONE NO:	Not reported
EMERGENCY PHONE EXT:	Not reported
CONSTYPE ABOVE GROUND IND:	N
CONSTYPE BELOW GROUND IND:	N

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**CHUCKWALLA VALLEY RACEWAY (Continued)**

**S117697436**

CONSTYPE CABLE LINE IND:	N
CONSTYPE COMM LINE IND:	N
CONSTYPE COMMERCIAL IND:	Y
CONSTYPE ELECTRICAL LINE IND:	N
CONSTYPE GAS LINE IND:	N
CONSTYPE INDUSTRIAL IND:	N
CONSTYPE OTHER DESCRIPTION:	Not reported
CONSTYPE OTHER IND:	N
CONSTYPE RECONS IND:	N
CONSTYPE RESIDENTIAL IND:	N
CONSTYPE TRANSPORT IND:	N
CONSTYPE UTILITY DESCRIPTION:	Not reported
CONSTYPE UTILITY IND:	N
CONSTYPE WATER SEWER IND:	N
DIR DISCHARGE USWATER IND:	N
RECEIVING WATER NAME:	Not reported
CERTIFIER NAME:	Matthew Johnson
CERTIFIER TITLE:	Managing Member
CERTIFICATION DATE:	18-JUN-15
PRIMARY SIC:	Not reported
SECONDARY SIC:	Not reported
TERTIARY SIC:	Not reported

**A4**  
**SW**  
 > 1  
 1.128 mi.  
 5957 ft.  
 Relative:  
 Higher  
 Actual:  
 596 ft.

**CHUCKWALLA VALLEY RACEWAY**  
**25300 RICE RD**  
**DESERT CENTER, CA 92239**

**FINDS 1023314002**  
**N/A**

**Site 2 of 2 in cluster A**

FINDS:  
 Registry ID: 110066070432  
 Environmental Interest/Information System  
 STATE MASTER

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

**B5**  
**NW**  
 > 1  
 1.324 mi.  
 6991 ft.  
 Relative:  
 Higher  
 Actual:  
 577 ft.

**IRON MOUNTAIN PUMPING STN**  
**6001 IRON MTN PUMPING PLANT RD**  
**EARP, CA 92239**

**UST U003976906**  
**N/A**

**Site 1 of 2 in cluster B**

UST:  
 Facility ID: 86012468  
 Permitting Agency: SAN BERNARDINO COUNTY  
 Latitude: 33.77975  
 Longitude: -115.35604

MAP FINDINGS

Map ID			EDR ID Number
Direction			EPA ID Number
Distance			
Elevation	Site	Database(s)	

<b>B6</b> <b>NW</b> > 1 1.324 mi. 6991 ft.	<b>MWD/EAGLE MOUNTAIN PUMPING</b> <b>EAGLE MOUNTAIN RD</b> <b>DESERT CENTER, CA 92239</b>  <b>Site 2 of 2 in cluster B</b>	<b>UST</b>	<b>U003802897</b> <b>N/A</b>
<b>Relative:</b> <b>Higher</b>	UST: Facility ID:                     459 Permitting Agency:           RIVERSIDE COUNTY Latitude:                       33.77975 Longitude:                     -115.35604		

<b>7</b> <b>ESE</b> > 1 1.366 mi. 7211 ft.	<b>IRON MOUNTAIN PUMPING PLANT</b> <b>6001 IRON MOUNTAIN PUMPING PLANT</b> <b>EARP, CA 92242</b>	<b>RCRA-SQG</b>	<b>1000120210</b> <b>CAD981425655</b>
<b>Relative:</b> <b>Lower</b>	RCRA-SQG: Date form received by agency: 07/21/2016 Facility name:                   IRON MOUNTAIN PUMPING PLANT Facility address:               6001 IRON MOUNTAIN PUMPING PLANT EARP, CA 92242 EPA ID:                           CAD981425655 Mailing address:                 P.O. BOX 54153 LOS ANGELES, CA 90054 Contact:                         EMERSON F LEGO Contact address:                 P.O. BOX 54153 LOS ANGELES, CA 90054 Contact country:                 US Contact telephone:               213-217-6281 Contact email:                   ELEGO@MWDH2O.COM EPA Region:                      09 Land type:                        District Classification:                  Small Small Quantity Generator Description:                      Handler: generates more than 100 and less than 1000 kg of hazardous waste during any calendar month and accumulates less than 6000 kg of hazardous waste at any time; or generates 100 kg or less of hazardous waste during any calendar month, and accumulates more than 1000 kg of hazardous waste at any time		

**Owner/Operator Summary:**

Owner/operator name:	METROPOLITAN WATER DISTRICT
Owner/operator address:	P O BOX 54153 LOS ANGELES, CA 90054
Owner/operator country:	Not reported
Owner/operator telephone:	909-392-2911
Owner/operator email:	Not reported
Owner/operator fax:	Not reported
Owner/operator extension:	Not reported
Legal status:	Municipal
Owner/Operator Type:	Owner
Owner/Op start date:	Not reported
Owner/Op end date:	Not reported

Owner/operator name:	METROPOLITAN WATER DISTRICT OF S CALI
Owner/operator address:	Not reported Not reported
Owner/operator country:	Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**IRON MOUNTAIN PUMPING PLANT (Continued)**

**1000120210**

Owner/operator telephone: Not reported  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: District  
Owner/Operator Type: Operator  
Owner/Op start date: 01/07/1939  
Owner/Op end date: Not reported

Owner/operator name: METROPOLITAN WATER DISTRICT OF S CALI  
Owner/operator address: N ALAMEDA ST  
LOS ANGELES, CA 90012

Owner/operator country: US  
Owner/operator telephone: 213-217-6000  
Owner/operator email: Not reported  
Owner/operator fax: Not reported  
Owner/operator extension: Not reported  
Legal status: District  
Owner/Operator Type: Owner  
Owner/Op start date: 01/07/1939  
Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No  
Mixed waste (haz. and radioactive): No  
Recycler of hazardous waste: No  
Transporter of hazardous waste: No  
Treater, storer or disposer of HW: No  
Underground injection activity: No  
On-site burner exemption: No  
Furnace exemption: No  
Used oil fuel burner: No  
Used oil processor: No  
User oil refiner: No  
Used oil fuel marketer to burner: No  
Used oil Specification marketer: No  
Used oil transfer facility: No  
Used oil transporter: No

- . Waste code: 122
- . Waste name: Alkaline solution without metals (pH > 12.5)
  
- . Waste code: 135
- . Waste name: Unspecified aqueous solution
  
- . Waste code: 141
- . Waste name: Off-specification, aged, or surplus inorganics
  
- . Waste code: 151
- . Waste name: Asbestos-containing waste
  
- . Waste code: 181
- . Waste name: Other inorganic solid waste
  
- . Waste code: 221
- . Waste name: Waste oil and mixed oil



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**IRON MOUNTAIN PUMPING PLANT (Continued)**

**1000120210**

- . Waste code: 223
- . Waste name: Unspecified oil-containing waste
  
- . Waste code: 261
- . Waste name: Polychlorinated biphenyls and material containing PCB's
  
- . Waste code: 291
- . Waste name: Latex waste
  
- . Waste code: 331
- . Waste name: Off-specification, aged, or surplus organics
  
- . Waste code: 343
- . Waste name: Unspecified organic liquid mixture
  
- . Waste code: 352
- . Waste name: Other organic solids
  
- . Waste code: 724
- . Waste name: Liquids with lead > 500 mg/l
  
- . Waste code: D001
- . Waste name: IGNITABLE WASTE
  
- . Waste code: D002
- . Waste name: CORROSIVE WASTE
  
- . Waste code: D008
- . Waste name: LEAD
  
- . Waste code: D018
- . Waste name: BENZENE

Historical Generators:

Date form received by agency: 05/23/2008

Site name: METROPOLITAN WATER DISTRICT-IRON MOUNTAIN  
Classification: Large Quantity Generator

- . Waste code: D001
- . Waste name: IGNITABLE WASTE
  
- . Waste code: D002
- . Waste name: CORROSIVE WASTE
  
- . Waste code: D009
- . Waste name: MERCURY
  
- . Waste code: D018
- . Waste name: BENZENE

Date form received by agency: 03/01/2002

Site name: IRON MOUNTAIN PUMPING PLANT  
Classification: Small Quantity Generator

Date form received by agency: 03/01/2002

Site name: IRON MOUNTAIN PUMPING PLANT  
Classification: Large Quantity Generator

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**IRON MOUNTAIN PUMPING PLANT (Continued)**

**1000120210**

- . Waste code: 214
- . Waste name: Unspecified solvent mixture
  
- . Waste code: 343
- . Waste name: Unspecified organic liquid mixture
  
- . Waste code: D001
- . Waste name: IGNITABLE WASTE
  
- . Waste code: D002
- . Waste name: CORROSIVE WASTE
  
- . Waste code: D039
- . Waste name: TETRACHLOROETHYLENE

Date form received by agency: 10/12/2000  
Site name: METROPOLITAN WATER DISTRICT OF S. CALIF  
Classification: Large Quantity Generator

Date form received by agency: 03/04/1999  
Site name: METROPOLITAN WATER DISTRICT OF SOUTHERN  
Classification: Large Quantity Generator

Date form received by agency: 09/01/1996  
Site name: IRON MOUNTAIN PUMPING PLANT  
Classification: Small Quantity Generator

Date form received by agency: 02/29/1996  
Site name: IRON MOUNTAIN  
Classification: Large Quantity Generator

Date form received by agency: 03/30/1994  
Site name: IRON MOUNTAIN  
Classification: Large Quantity Generator

Date form received by agency: 01/31/1992  
Site name: MWD IRON MT PUMPING PLANT  
Classification: Large Quantity Generator

Date form received by agency: 11/15/1990  
Site name: MWD IRON MT PUMPING PLANT  
Classification: Large Quantity Generator

Biennial Reports:

Last Biennial Reporting Year: 2017

Annual Waste Handled:

Waste code: D001  
Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.

Amount (Lbs): 984.5

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**IRON MOUNTAIN PUMPING PLANT (Continued)**

**1000120210**

Waste code: D002  
Waste name: A WASTE WHICH HAS A PH OF LESS THAN 2 OR GREATER THAN 12.5 IS CONSIDERED TO BE A CORROSIVE HAZARDOUS WASTE. SODIUM HYDROXIDE, A CAUSTIC SOLUTION WITH A HIGH PH, IS OFTEN USED BY INDUSTRIES TO CLEAN OR DEGREASE PARTS. HYDROCHLORIC ACID, A SOLUTION WITH A LOW PH, IS USED BY MANY INDUSTRIES TO CLEAN METAL PARTS PRIOR TO PAINTING. WHEN THESE CAUSTIC OR ACID SOLUTIONS BECOME CONTAMINATED AND MUST BE DISPOSED, THE WASTE WOULD BE A CORROSIVE HAZARDOUS WASTE.  
Amount (Lbs): 41.7

Waste code: D008  
Waste name: LEAD  
Amount (Lbs): 17627.2

Waste code: D018  
Waste name: BENZENE  
Amount (Lbs): 834.5

Facility Has Received Notices of Violations:

Regulation violated: Not reported  
Area of violation: Generators - Manifest  
Date violation determined: 09/22/2016  
Date achieved compliance: 09/22/2016  
Violation lead agency: State  
Enforcement action: SINGLE SITE CA/FO  
Enforcement action date: 04/12/2017  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: 6250  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: Generators - General  
Date violation determined: 09/22/2016  
Date achieved compliance: 09/22/2016  
Violation lead agency: State  
Enforcement action: SINGLE SITE CA/FO  
Enforcement action date: 04/12/2017  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: 6250  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: Generators - Manifest  
Date violation determined: 09/22/2016  
Date achieved compliance: 09/22/2016  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 09/22/2016  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**IRON MOUNTAIN PUMPING PLANT (Continued)**

**1000120210**

Enforcement lead agency: State  
 Proposed penalty amount: Not reported  
 Final penalty amount: Not reported  
 Paid penalty amount: Not reported

Regulation violated: Not reported  
 Area of violation: Generators - General  
 Date violation determined: 09/22/2016  
 Date achieved compliance: 09/22/2016  
 Violation lead agency: State  
 Enforcement action: WRITTEN INFORMAL  
 Enforcement action date: 09/22/2016  
 Enf. disposition status: Not reported  
 Enf. disp. status date: Not reported  
 Enforcement lead agency: State  
 Proposed penalty amount: Not reported  
 Final penalty amount: Not reported  
 Paid penalty amount: Not reported

Evaluation Action Summary:

Evaluation date: 09/22/2016  
 Evaluation: FACILITY SELF DISCLOSURE  
 Area of violation: Generators - General  
 Date achieved compliance: 09/22/2016  
 Evaluation lead agency: State

Evaluation date: 09/22/2016  
 Evaluation: FACILITY SELF DISCLOSURE  
 Area of violation: Generators - Manifest  
 Date achieved compliance: 09/22/2016  
 Evaluation lead agency: State

**C8**  
**SW**  
 > 1  
 1.442 mi.  
 7614 ft.

**WILLIAM W HEATH DBA THE WATE**  
**25940 RICE RD**  
**DESERT CENTER, CA 92239**

**HIST UST**    **U001573857**  
 N/A

**Site 1 of 2 in cluster C**

**Relative:**  
**Higher**  
**Actual:**  
**611 ft.**

HIST UST:  
 File Number: 0001FB15  
 URL: <http://geotracker.waterboards.ca.gov/ustpdfs/pdf/0001FB15.pdf>  
 Region: STATE  
 Facility ID: 00000040696  
 Facility Type: Gas Station  
 Other Type: Not reported  
 Contact Name: Not reported  
 Telephone: 6192273311  
 Owner Name: WILLIAM W. HEATH DBA "THE WATE"  
 Owner Address: 25940 RICE RD.,  
 Owner City,St,Zip: DESERT CENTER, CA 92239  
 Total Tanks: 0004

Tank Num: 001  
 Container Num: 1  
 Year Installed: Not reported  
 Tank Capacity: 00004000  
 Tank Used for: PRODUCT  
 Type of Fuel: UNLEADED

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**WILLIAM W HEATH DBA THE WATE (Continued)**

**U001573857**

Container Construction Thickness: Not reported  
 Leak Detection: None

Tank Num: 002  
 Container Num: 2  
 Year Installed: Not reported  
 Tank Capacity: 00004000  
 Tank Used for: PRODUCT  
 Type of Fuel: REGULAR  
 Container Construction Thickness: Not reported  
 Leak Detection: None

Tank Num: 003  
 Container Num: 3  
 Year Installed: Not reported  
 Tank Capacity: 00002000  
 Tank Used for: PRODUCT  
 Type of Fuel: DIESEL  
 Container Construction Thickness: Not reported  
 Leak Detection: None

Tank Num: 004  
 Container Num: 4  
 Year Installed: Not reported  
 Tank Capacity: 00001000  
 Tank Used for: PRODUCT  
 Type of Fuel: REGULAR  
 Container Construction Thickness: Not reported  
 Leak Detection: None

[Click here for Geo Tracker PDF:](#)

**C9**  
**SW**  
**> 1**  
**1.442 mi.**  
**7614 ft.**

**DESERT ENTERPRISES UNION 76**  
**25940 RICE RD**  
**DESERT CENTER, CA 92239**

**EDR Hist Auto 1021420447**  
**N/A**

**Site 2 of 2 in cluster C**

**Relative:**  
**Higher**

EDR Hist Auto

**Actual:**  
**611 ft.**

Year:	Name:	Type:
1975	DESERT ENTERPRISES UNION 76	Gasoline Service Stations
1976	DESERT ENTERPRISES UNION 76	Gasoline Service Stations
1977	DESERT ENTERPRISES UNION 76	Gasoline Service Stations
1978	DESERT ENTERPRISES UNION 76	Gasoline Service Stations
1979	DESERT ENTERPRISES UNION 76	Gasoline Service Stations
1980	DESERT ENTERPRISES UNION 76	Gasoline Service Stations
1982	DESERT ENTERPRISES UNION 76	Gasoline Service Stations
1983	DESERT ENTERPRISES UNION 76	Gasoline Service Stations
1985	DESERT ENTERPRISES UNION 76	Gasoline Service Stations
1988	DESERT FLATTS	Grocery Stores
1989	DESERT FLATTS	Convenience Stores

MAP FINDINGS

Map ID			EDR ID Number
Direction			EPA ID Number
Distance			
Elevation	Site	Database(s)	

---

<b>10</b> <b>SE</b> > 1 1.518 mi. 8015 ft.	<b>DESERT CENTER</b> <b>UNKNOWN</b> <b>DESERT CENTER, CA 00000</b>	<b>FINDS</b>	<b>1014674633</b> <b>N/A</b>
--	--	--------------	---------------------------------

**Relative:** FINDS:  
**Lower**

**Actual:** Registry ID: 110041363725  
 540 ft. Environmental Interest/Information System  
 AIR MINOR

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

<b>11</b> <b>SE</b> > 1 1.564 mi. 8256 ft.	<b>DESERT CENTER AIRPORT - DESERT CENTER AIRPORT (J09)</b> <b>DESERT CENTER</b> <b>DESERT CENTER, CA 92057</b>	<b>MCS</b>	<b>S110167222</b> <b>N/A</b>
--	--	------------	---------------------------------

**Relative:** MCS:  
**Lower**

**Actual:** Global Id: DOD100093300  
 533 ft. Latitude: 33.74862  
 Longitude: -115.3230  
 Case Type: Military Cleanup Site  
 Status: Open - Inactive  
 Status Date: 05/12/2010  
 Lead Agency: DEPARTMENT OF TOXIC SUBSTANCES CONTROL  
 Caseworker: Not reported  
 Local Agency: DEPARTMENT OF TOXIC SUBSTANCES CONTROL  
 RB Case Number: Not reported  
 LOC Case Number: 33970010  
 File Location: Not reported  
 Potential Media Affect: Not reported  
 EDR Link ID: DOD100093300  
 Potential Contaminants of Concern: Not reported  
 Site History: Not reported

Click here to access the California GeoTracker records for this facility:

<b>12</b> <b>SW</b> > 1 1.725 mi. 9107 ft.	<b>GREEN ACRES MOBILE PARK</b> <b>25950 RICE RD</b> <b>DESERT CENTER, CA 92239</b>	<b>EDR Hist Auto</b>	<b>1020367322</b> <b>N/A</b>
--	--	----------------------	---------------------------------

**Relative:** EDR Hist Auto  
**Higher**

**Actual:** Year: Name: Type:  
 628 ft. 1985 GREEN ACRES MOBILE HOME PARK Mobile Home Site Operators  
 1986 GREEN ACRES MOBILE HOME PARK Mobile Home Site Operators  
 1987 GREEN ACRES MOBILE HOME PARK Mobile Home Site Operators  
 1988 GREEN ACRES MOBILE HOME PARK Mobile Home Site Operators  
 1989 GREEN ACRES MOBILE HOME PARK Mobile Home Site Operators  
 1990 GREEN ACRES MOBILE HOME PARK Mobile Home Site Operators

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**GREEN ACRES MOBILE PARK (Continued)**

**1020367322**

1991	GREEN ACRES MOBILE HOME PARK	Mobile Home Site Operators
1992	GREEN ACRES MOBILE HOME PARK	Mobile Home Site Operators
1993	GREEN ACRES MOBILE HOME PARK	Mobile Home Site Operators
1994	GREEN ACRES MOBILE HOME PARK	Mobile Home Site Operators
1995	GREEN ACRES MOBILE HOME PARK	Mobile Home Site Operators
1996	GREEN ACRES MOBILE HOME PARK	Mobile Home Site Operators
1997	GREEN ACRES MOBILE HOME PARK	Mobile Home Site Operators
1998	GREEN ACRES MOBILE HOME PARK	Mobile Home Site Operators
1999	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2000	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2001	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2002	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2003	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2004	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2005	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2006	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2007	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2008	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2009	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2010	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2011	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2012	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2013	GREEN ACRES MOBILE PARK	Mobile Home Site Operators
2014	GREEN ACRES MOBILE PARK	Mobile Home Site Operators

**D13**  
**WNW**  
 > 1  
 3.994 mi.  
 21086 ft.  
 Relative:  
 Higher  
 Actual:  
 665 ft.

**DESERT CEN DIV CP**  
**DESERT CENTER, CA**  
 Site 1 of 2 in cluster D

**ENVIROSTOR** **S107736217**  
**N/A**

ENVIROSTOR:  
 Facility ID: 80000236  
 Status: Inactive - Needs Evaluation  
 Status Date: 07/01/2005  
 Site Code: Not reported  
 Site Type: Military Evaluation  
 Site Type Detailed: FUDS  
 Acres: Not reported  
 NPL: NO  
 Regulatory Agencies: SMBRP  
 Lead Agency: SMBRP  
 Program Manager: Not reported  
 Supervisor: Douglas Bautista  
 Division Branch: Cleanup Cypress  
 Assembly: 56  
 Senate: 28  
 Special Program: Not reported  
 Restricted Use: NO  
 Site Mgmt Req: NONE SPECIFIED  
 Funding: DERA  
 Latitude: 33.79166  
 Longitude: -115.4166  
 APN: NONE SPECIFIED  
 Past Use: NONE SPECIFIED  
 Potential COC: Explosives (UXO, MEC)  
 Confirmed COC: NONE SPECIFIED  
 Potential Description: NONE SPECIFIED

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**DESERT GEN DIV CP (Continued)**

**S107736217**

Alias Name: CA99799F542800  
 Alias Type: Federal Facility ID  
 Alias Name: J09CA0342  
 Alias Type: INPR  
 Alias Name: 80000236  
 Alias Type: Envirostor ID Number

Completed Info:

Completed Area Name: Not reported  
 Completed Sub Area Name: Not reported  
 Completed Document Type: Not reported  
 Completed Date: Not reported  
 Comments: Not reported

Future Area Name: Not reported  
 Future Sub Area Name: Not reported  
 Future Document Type: Not reported  
 Future Due Date: Not reported  
 Schedule Area Name: Not reported  
 Schedule Sub Area Name: Not reported  
 Schedule Document Type: Not reported  
 Schedule Due Date: Not reported  
 Schedule Revised Date: Not reported

**D14**  
**WNW**  
**> 1**  
**3.994 mi.**  
**21086 ft.**

**DESERT CENTER DIVISION CAMP**

**FUDS 1009484623**  
**N/A**

**DESERT CENTER, CA**

**Site 2 of 2 in cluster D**

**Relative:**  
**Higher**  
**Actual:**  
**665 ft.**

**FUDS:**  
 EPA Region: 09  
 Congressional District: 36  
 FUDS Number: J09CA0342  
 State: CA  
 Facility Name: DESERT CENTER DIVISION CAMP  
 Fiscal Year: 2013  
 City: DESERT CENTER  
 Federal Facility ID: CA9799F5428  
 Telephone: 213-452-3920  
 INST ID: 56250  
 County: RIVERSIDE  
 RAB: Not reported  
 \*\*CORPS\_DIST\*\*: Los Angeles District (SPL)  
 NPL Status: Not Listed  
 CTC: 60  
 Current Owner: Other Federal Government; Private Sector  
 Future Prog: Not reported  
 Description: LOCATED IN AN UNDEVELOPED REGION OF RIVERSIDE COUNTY, CA, NORTH AND WEST OF DESERT CENTER, CA  
 Current Program: Not reported  
 History: THE DESERT CENTER DIVISION CAMP WAS USED BY THE US ARMY FOR MANEUVER PURPOSES AND CAMPSITES  
 Latitude Degree: 33  
 Latitude Minute: 46  
 Latitude Second: 45  
 Latitude Direction: N  
 Longitude Degree: -115



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**DESERT CENTER DIVISION CAMP (Continued)**

**1009484623**

Longitude Minute: 25  
Longitude Second: 26  
Longitude Direction: E

Count: 20 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
DESERT CENTER	S112974323	CALTRANS D-8/CONSTR/EA08-0K6304	RTE 177 PM 0.0-27.0	92239	HAZNET
DESERT CENTER	S108407375		I-10, 3 MILES W OF STATE ROUTE	92239	CDL
DESERT CENTER	S114590543	CALTRANS DESERT CENTER	129476 HIGHWAY 60		RGA LUST
DESERT CENTER	S114591008	CALTRANS-DESERT CENTER	129476 HIGHWAY 60		RGA LUST
DESERT CENTER	A100423762	RCIT - ROAD 62 #44	34505 HIGHWAY 62	92239	AST
DESERT CENTER	S117041466	INDIGO SOLAR FARM	42220 BELSBY AVE	92239	NPDES
DESERT CENTER	1014672120	PALEN SOLAR POWER PROJECT	CORN SPRINGS ROAD	92239	FINDS
DESERT CENTER	S111759643	PAR ELECTRIC CONTRACTORS	30855 CORN SPRINGS RD	92239	CHMIRS, HAZNET
DESERT CENTER	S114591009	CALTRANS-DESERT CENTER	129476 U.S. HIGHWAY 60		RGA LUST
DESERT CENTER	S114590542	CALTRANS DESERT CENTER MAIN.	129476 U.S. HIGHWAY 60		RGA LUST
DESERT CENTER	S114591010	CALTRANS-DESERT CENTER	129476 U.S. HWY 60		RGA LUST
DESERT CENTER	S106836075	MWD - IRON MT. PUMPING STATION	IRON MT. AND RICE ROAD		EMI
DESERT CENTER	S107144793	CRA SAND TRAP REPLACEMENT EAGLE MO	15500 KAISER TRUCK ROAD	92239	CHMIRS, ENF, NPDES
DESERT CENTER	1018132372	KAISER EAGLE MOUNTAIN	N OF HWY 10 8M OFF KAISER RD	92239	DOCKET HWC
DESERT CENTER	S113792925	PETERS PROPERTY	RIVERSIDE CTY APN 800-430-00	92239	HAZNET
EARP	U001573855	IRON MOUNTAIN PUMPING PLANT	NEAR RICE	92239	HIST UST
RICE	1023377596	RICE SOLAR ENERGY PROJECT	STATE RTE. 62	92239	FINDS
RIVERSIDE COUNTY	S107537885		BOX SPRINGS RD & HWY 215 (SEE		CDL
RIVERSIDE COUNTY	S117711495	ST HWY 111 NE PALM SPRINGS	ST HWY 111 NE OF PALM SPRINGS		NPDES
RIVERSIDE COUNTY	M300002452	PACIFIC CLAY PRODS CO	RIVERSIDE COUNTY PITS (5 OPERA		US MINES

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

**Number of Days to Update:** Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

## STANDARD ENVIRONMENTAL RECORDS

### ***Federal NPL site list***

#### **NPL: National Priority List**

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 12/11/2017	Source: EPA
Date Data Arrived at EDR: 12/22/2017	Telephone: N/A
Date Made Active in Reports: 01/05/2018	Last EDR Contact: 02/06/2018
Number of Days to Update: 14	Next Scheduled EDR Contact: 04/16/2018
	Data Release Frequency: Quarterly

#### **NPL Site Boundaries**

##### **Sources:**

EPA's Environmental Photographic Interpretation Center (EPIC)  
Telephone: 202-564-7333

EPA Region 1  
Telephone 617-918-1143

EPA Region 6  
Telephone: 214-655-6659

EPA Region 3  
Telephone 215-814-5418

EPA Region 7  
Telephone: 913-551-7247

EPA Region 4  
Telephone 404-562-8033

EPA Region 8  
Telephone: 303-312-6774

EPA Region 5  
Telephone 312-886-6686

EPA Region 9  
Telephone: 415-947-4246

EPA Region 10  
Telephone 206-553-8665

#### **Proposed NPL: Proposed National Priority List Sites**

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 12/11/2017	Source: EPA
Date Data Arrived at EDR: 12/22/2017	Telephone: N/A
Date Made Active in Reports: 01/05/2018	Last EDR Contact: 02/06/2018
Number of Days to Update: 14	Next Scheduled EDR Contact: 05/21/2018
	Data Release Frequency: Quarterly

#### **NPL LIENS: Federal Superfund Liens**

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991	Source: EPA
Date Data Arrived at EDR: 02/02/1994	Telephone: 202-564-4267
Date Made Active in Reports: 03/30/1994	Last EDR Contact: 08/15/2011
Number of Days to Update: 56	Next Scheduled EDR Contact: 11/28/2011
	Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***Federal Delisted NPL site list***

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 12/11/2017	Source: EPA
Date Data Arrived at EDR: 12/22/2017	Telephone: N/A
Date Made Active in Reports: 01/05/2018	Last EDR Contact: 02/06/2018
Number of Days to Update: 14	Next Scheduled EDR Contact: 04/16/2018
	Data Release Frequency: Quarterly

## ***Federal CERCLIS list***

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 11/07/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/05/2017	Telephone: 703-603-8704
Date Made Active in Reports: 04/07/2017	Last EDR Contact: 01/05/2018
Number of Days to Update: 92	Next Scheduled EDR Contact: 04/16/2018
	Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 12/11/2017	Source: EPA
Date Data Arrived at EDR: 12/22/2017	Telephone: 800-424-9346
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 02/06/2018
Number of Days to Update: 21	Next Scheduled EDR Contact: 04/30/2018
	Data Release Frequency: Quarterly

## ***Federal CERCLIS NFRAP site list***

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 12/11/2017	Source: EPA
Date Data Arrived at EDR: 12/22/2017	Telephone: 800-424-9346
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 02/06/2018
Number of Days to Update: 21	Next Scheduled EDR Contact: 04/30/2018
	Data Release Frequency: Quarterly

## ***Federal RCRA CORRACTS facilities list***

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 12/11/2017	Source: EPA
Date Data Arrived at EDR: 12/26/2017	Telephone: 800-424-9346
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 01/19/2018
Number of Days to Update: 45	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

## ***Federal RCRA non-CORRACTS TSD facilities list***

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 12/11/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/26/2017	Telephone: (415) 495-8895
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 01/19/2018
Number of Days to Update: 45	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

## ***Federal RCRA generators list***

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 12/11/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/26/2017	Telephone: (415) 495-8895
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 01/19/2018
Number of Days to Update: 45	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 12/11/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/26/2017	Telephone: (415) 495-8895
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 01/19/2018
Number of Days to Update: 45	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

## RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 12/11/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/26/2017	Telephone: (415) 495-8895
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 01/19/2018
Number of Days to Update: 45	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

## ***Federal institutional controls / engineering controls registries***

### LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/22/2017	Source: Department of the Navy
Date Data Arrived at EDR: 06/13/2017	Telephone: 843-820-7326
Date Made Active in Reports: 09/15/2017	Last EDR Contact: 02/09/2018
Number of Days to Update: 94	Next Scheduled EDR Contact: 05/28/2018
	Data Release Frequency: Varies

### US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 11/13/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/27/2017	Telephone: 703-603-0695
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 02/27/2018
Number of Days to Update: 74	Next Scheduled EDR Contact: 06/11/2018
	Data Release Frequency: Varies

### US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 11/13/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/27/2017	Telephone: 703-603-0695
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 02/27/2018
Number of Days to Update: 74	Next Scheduled EDR Contact: 06/11/2018
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***Federal ERNS list***

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 09/18/2017

Date Data Arrived at EDR: 09/21/2017

Date Made Active in Reports: 10/13/2017

Number of Days to Update: 22

Source: National Response Center, United States Coast Guard

Telephone: 202-267-2180

Last EDR Contact: 01/19/2018

Next Scheduled EDR Contact: 04/09/2018

Data Release Frequency: Quarterly

## ***State- and tribal - equivalent NPL***

RESPONSE: State Response Sites

Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk.

Date of Government Version: 10/30/2017

Date Data Arrived at EDR: 10/31/2017

Date Made Active in Reports: 12/15/2017

Number of Days to Update: 45

Source: Department of Toxic Substances Control

Telephone: 916-323-3400

Last EDR Contact: 01/31/2018

Next Scheduled EDR Contact: 05/14/2018

Data Release Frequency: Quarterly

## ***State- and tribal - equivalent CERCLIS***

ENVIROSTOR: EnviroStor Database

The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifies sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites.

Date of Government Version: 10/30/2017

Date Data Arrived at EDR: 10/31/2017

Date Made Active in Reports: 12/15/2017

Number of Days to Update: 45

Source: Department of Toxic Substances Control

Telephone: 916-323-3400

Last EDR Contact: 01/31/2018

Next Scheduled EDR Contact: 05/14/2018

Data Release Frequency: Quarterly

## ***State and tribal landfill and/or solid waste disposal site lists***

SWF/LF (SWIS): Solid Waste Information System

Active, Closed and Inactive Landfills. SWF/LF records typically contain an inventory of solid waste disposal facilities or landfills. These may be active or inactive facilities or open dumps that failed to meet RCRA Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 11/13/2017

Date Data Arrived at EDR: 11/14/2017

Date Made Active in Reports: 12/07/2017

Number of Days to Update: 23

Source: Department of Resources Recycling and Recovery

Telephone: 916-341-6320

Last EDR Contact: 02/14/2018

Next Scheduled EDR Contact: 05/28/2018

Data Release Frequency: Quarterly

## ***State and tribal leaking storage tank lists***

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## LUST REG 6V: Leaking Underground Storage Tank Case Listing

Leaking Underground Storage Tank locations. Inyo, Kern, Los Angeles, Mono, San Bernardino counties.

Date of Government Version: 06/07/2005	Source: California Regional Water Quality Control Board Victorville Branch Office (6)
Date Data Arrived at EDR: 06/07/2005	Telephone: 760-241-7365
Date Made Active in Reports: 06/29/2005	Last EDR Contact: 09/12/2011
Number of Days to Update: 22	Next Scheduled EDR Contact: 12/26/2011
	Data Release Frequency: No Update Planned

## LUST: Leaking Underground Fuel Tank Report (GEOTRACKER)

Leaking Underground Storage Tank (LUST) Sites included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/11/2017	Source: State Water Resources Control Board
Date Data Arrived at EDR: 12/12/2017	Telephone: see region list
Date Made Active in Reports: 01/11/2018	Last EDR Contact: 03/14/2018
Number of Days to Update: 30	Next Scheduled EDR Contact: 06/25/2018
	Data Release Frequency: Quarterly

## LUST REG 9: Leaking Underground Storage Tank Report

Orange, Riverside, San Diego counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 03/01/2001	Source: California Regional Water Quality Control Board San Diego Region (9)
Date Data Arrived at EDR: 04/23/2001	Telephone: 858-637-5595
Date Made Active in Reports: 05/21/2001	Last EDR Contact: 09/26/2011
Number of Days to Update: 28	Next Scheduled EDR Contact: 01/09/2012
	Data Release Frequency: No Update Planned

## LUST REG 8: Leaking Underground Storage Tanks

California Regional Water Quality Control Board Santa Ana Region (8). For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/14/2005	Source: California Regional Water Quality Control Board Santa Ana Region (8)
Date Data Arrived at EDR: 02/15/2005	Telephone: 909-782-4496
Date Made Active in Reports: 03/28/2005	Last EDR Contact: 08/15/2011
Number of Days to Update: 41	Next Scheduled EDR Contact: 11/28/2011
	Data Release Frequency: Varies

## LUST REG 7: Leaking Underground Storage Tank Case Listing

Leaking Underground Storage Tank locations. Imperial, Riverside, San Diego, Santa Barbara counties.

Date of Government Version: 02/26/2004	Source: California Regional Water Quality Control Board Colorado River Basin Region (7)
Date Data Arrived at EDR: 02/26/2004	Telephone: 760-776-8943
Date Made Active in Reports: 03/24/2004	Last EDR Contact: 08/01/2011
Number of Days to Update: 27	Next Scheduled EDR Contact: 11/14/2011
	Data Release Frequency: No Update Planned

## LUST REG 6L: Leaking Underground Storage Tank Case Listing

For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/09/2003	Source: California Regional Water Quality Control Board Lahontan Region (6)
Date Data Arrived at EDR: 09/10/2003	Telephone: 530-542-5572
Date Made Active in Reports: 10/07/2003	Last EDR Contact: 09/12/2011
Number of Days to Update: 27	Next Scheduled EDR Contact: 12/26/2011
	Data Release Frequency: No Update Planned

## LUST REG 5: Leaking Underground Storage Tank Database

Leaking Underground Storage Tank locations. Alameda, Alpine, Amador, Butte, Colusa, Contra Costa, Calveras, El Dorado, Fresno, Glenn, Kern, Kings, Lake, Lassen, Madera, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Solano, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo, Yuba counties.



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/2008  
Date Data Arrived at EDR: 07/22/2008  
Date Made Active in Reports: 07/31/2008  
Number of Days to Update: 9

Source: California Regional Water Quality Control Board Central Valley Region (5)  
Telephone: 916-464-4834  
Last EDR Contact: 07/01/2011  
Next Scheduled EDR Contact: 10/17/2011  
Data Release Frequency: No Update Planned

## LUST REG 4: Underground Storage Tank Leak List

Los Angeles, Ventura counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/07/2004  
Date Data Arrived at EDR: 09/07/2004  
Date Made Active in Reports: 10/12/2004  
Number of Days to Update: 35

Source: California Regional Water Quality Control Board Los Angeles Region (4)  
Telephone: 213-576-6710  
Last EDR Contact: 09/06/2011  
Next Scheduled EDR Contact: 12/19/2011  
Data Release Frequency: No Update Planned

## LUST REG 3: Leaking Underground Storage Tank Database

Leaking Underground Storage Tank locations. Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz counties.

Date of Government Version: 05/19/2003  
Date Data Arrived at EDR: 05/19/2003  
Date Made Active in Reports: 06/02/2003  
Number of Days to Update: 14

Source: California Regional Water Quality Control Board Central Coast Region (3)  
Telephone: 805-542-4786  
Last EDR Contact: 07/18/2011  
Next Scheduled EDR Contact: 10/31/2011  
Data Release Frequency: No Update Planned

## LUST REG 2: Fuel Leak List

Leaking Underground Storage Tank locations. Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma counties.

Date of Government Version: 09/30/2004  
Date Data Arrived at EDR: 10/20/2004  
Date Made Active in Reports: 11/19/2004  
Number of Days to Update: 30

Source: California Regional Water Quality Control Board San Francisco Bay Region (2)  
Telephone: 510-622-2433  
Last EDR Contact: 09/19/2011  
Next Scheduled EDR Contact: 01/02/2012  
Data Release Frequency: Quarterly

## LUST REG 1: Active Toxic Site Investigation

Del Norte, Humboldt, Lake, Mendocino, Modoc, Siskiyou, Sonoma, Trinity counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/01/2001  
Date Data Arrived at EDR: 02/28/2001  
Date Made Active in Reports: 03/29/2001  
Number of Days to Update: 29

Source: California Regional Water Quality Control Board North Coast (1)  
Telephone: 707-570-3769  
Last EDR Contact: 08/01/2011  
Next Scheduled EDR Contact: 11/14/2011  
Data Release Frequency: No Update Planned

## INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 05/01/2017  
Date Data Arrived at EDR: 07/27/2017  
Date Made Active in Reports: 10/13/2017  
Number of Days to Update: 78

Source: EPA Region 8  
Telephone: 303-312-6271  
Last EDR Contact: 01/23/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 04/13/2017  
Date Data Arrived at EDR: 07/27/2017  
Date Made Active in Reports: 10/13/2017  
Number of Days to Update: 78

Source: Environmental Protection Agency  
Telephone: 415-972-3372  
Last EDR Contact: 01/23/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/14/2017	Source: EPA Region 7
Date Data Arrived at EDR: 07/27/2017	Telephone: 913-551-7003
Date Made Active in Reports: 10/06/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 04/24/2017	Source: EPA Region 6
Date Data Arrived at EDR: 07/27/2017	Telephone: 214-665-6597
Date Made Active in Reports: 10/06/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 10/14/2016	Source: EPA Region 4
Date Data Arrived at EDR: 01/27/2017	Telephone: 404-562-8677
Date Made Active in Reports: 05/05/2017	Last EDR Contact: 01/19/2018
Number of Days to Update: 98	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Semi-Annually

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land  
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/14/2017	Source: EPA Region 1
Date Data Arrived at EDR: 07/27/2017	Telephone: 617-918-1313
Date Made Active in Reports: 10/06/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land  
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/26/2017	Source: EPA, Region 5
Date Data Arrived at EDR: 07/27/2017	Telephone: 312-886-7439
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 78	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/25/2017	Source: EPA Region 10
Date Data Arrived at EDR: 11/07/2017	Telephone: 206-553-2857
Date Made Active in Reports: 12/08/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 31	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

SLIC: Statewide SLIC Cases (GEOTRACKER)

Cleanup Program Sites (CPS; also known as Site Cleanups [SC] and formerly known as Spills, Leaks, Investigations, and Cleanups [SLIC] sites) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/11/2017	Source: State Water Resources Control Board
Date Data Arrived at EDR: 12/12/2017	Telephone: 866-480-1028
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 12/12/2018
Number of Days to Update: 31	Next Scheduled EDR Contact: 06/25/2018
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## SLIC REG 1: Active Toxic Site Investigations

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2003  
Date Data Arrived at EDR: 04/07/2003  
Date Made Active in Reports: 04/25/2003  
Number of Days to Update: 18

Source: California Regional Water Quality Control Board, North Coast Region (1)  
Telephone: 707-576-2220  
Last EDR Contact: 08/01/2011  
Next Scheduled EDR Contact: 11/14/2011  
Data Release Frequency: No Update Planned

## SLIC REG 2: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/30/2004  
Date Data Arrived at EDR: 10/20/2004  
Date Made Active in Reports: 11/19/2004  
Number of Days to Update: 30

Source: Regional Water Quality Control Board San Francisco Bay Region (2)  
Telephone: 510-286-0457  
Last EDR Contact: 09/19/2011  
Next Scheduled EDR Contact: 01/02/2012  
Data Release Frequency: Quarterly

## SLIC REG 3: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/18/2006  
Date Data Arrived at EDR: 05/18/2006  
Date Made Active in Reports: 06/15/2006  
Number of Days to Update: 28

Source: California Regional Water Quality Control Board Central Coast Region (3)  
Telephone: 805-549-3147  
Last EDR Contact: 07/18/2011  
Next Scheduled EDR Contact: 10/31/2011  
Data Release Frequency: Semi-Annually

## SLIC REG 4: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/17/2004  
Date Data Arrived at EDR: 11/18/2004  
Date Made Active in Reports: 01/04/2005  
Number of Days to Update: 47

Source: Region Water Quality Control Board Los Angeles Region (4)  
Telephone: 213-576-6600  
Last EDR Contact: 07/01/2011  
Next Scheduled EDR Contact: 10/17/2011  
Data Release Frequency: Varies

## SLIC REG 5: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/01/2005  
Date Data Arrived at EDR: 04/05/2005  
Date Made Active in Reports: 04/21/2005  
Number of Days to Update: 16

Source: Regional Water Quality Control Board Central Valley Region (5)  
Telephone: 916-464-3291  
Last EDR Contact: 09/12/2011  
Next Scheduled EDR Contact: 12/26/2011  
Data Release Frequency: Semi-Annually

## SLIC REG 6V: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/24/2005  
Date Data Arrived at EDR: 05/25/2005  
Date Made Active in Reports: 06/16/2005  
Number of Days to Update: 22

Source: Regional Water Quality Control Board, Victorville Branch  
Telephone: 619-241-6583  
Last EDR Contact: 08/15/2011  
Next Scheduled EDR Contact: 11/28/2011  
Data Release Frequency: Semi-Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## SLIC REG 6L: SLIC Sites

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/07/2004  
Date Data Arrived at EDR: 09/07/2004  
Date Made Active in Reports: 10/12/2004  
Number of Days to Update: 35

Source: California Regional Water Quality Control Board, Lahontan Region  
Telephone: 530-542-5574  
Last EDR Contact: 08/15/2011  
Next Scheduled EDR Contact: 11/28/2011  
Data Release Frequency: No Update Planned

## SLIC REG 7: SLIC List

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/24/2004  
Date Data Arrived at EDR: 11/29/2004  
Date Made Active in Reports: 01/04/2005  
Number of Days to Update: 36

Source: California Regional Quality Control Board, Colorado River Basin Region  
Telephone: 760-346-7491  
Last EDR Contact: 08/01/2011  
Next Scheduled EDR Contact: 11/14/2011  
Data Release Frequency: No Update Planned

## SLIC REG 8: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2008  
Date Data Arrived at EDR: 04/03/2008  
Date Made Active in Reports: 04/14/2008  
Number of Days to Update: 11

Source: California Region Water Quality Control Board Santa Ana Region (8)  
Telephone: 951-782-3298  
Last EDR Contact: 09/12/2011  
Next Scheduled EDR Contact: 12/26/2011  
Data Release Frequency: Semi-Annually

## SLIC REG 9: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/10/2007  
Date Data Arrived at EDR: 09/11/2007  
Date Made Active in Reports: 09/28/2007  
Number of Days to Update: 17

Source: California Regional Water Quality Control Board San Diego Region (9)  
Telephone: 858-467-2980  
Last EDR Contact: 08/08/2011  
Next Scheduled EDR Contact: 11/21/2011  
Data Release Frequency: Annually

## **State and tribal registered storage tank lists**

### FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 05/15/2017  
Date Data Arrived at EDR: 05/30/2017  
Date Made Active in Reports: 10/13/2017  
Number of Days to Update: 136

Source: FEMA  
Telephone: 202-646-5797  
Last EDR Contact: 01/09/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Varies

### UST: Active UST Facilities

Active UST facilities gathered from the local regulatory agencies

Date of Government Version: 12/11/2017  
Date Data Arrived at EDR: 12/12/2017  
Date Made Active in Reports: 01/17/2018  
Number of Days to Update: 36

Source: SWRCB  
Telephone: 916-341-5851  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Semi-Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## AST: Aboveground Petroleum Storage Tank Facilities

A listing of aboveground storage tank petroleum storage tank locations.

Date of Government Version: 07/06/2016	Source: California Environmental Protection Agency
Date Data Arrived at EDR: 07/12/2016	Telephone: 916-327-5092
Date Made Active in Reports: 09/19/2016	Last EDR Contact: 12/26/2017
Number of Days to Update: 69	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

## INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/14/2017	Source: EPA, Region 1
Date Data Arrived at EDR: 07/27/2017	Telephone: 617-918-1313
Date Made Active in Reports: 10/06/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 05/01/2017	Source: EPA Region 8
Date Data Arrived at EDR: 07/27/2017	Telephone: 303-312-6137
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 78	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 05/02/2017	Source: EPA Region 7
Date Data Arrived at EDR: 07/27/2017	Telephone: 913-551-7003
Date Made Active in Reports: 10/06/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/24/2017	Source: EPA Region 6
Date Data Arrived at EDR: 07/27/2017	Telephone: 214-665-7591
Date Made Active in Reports: 12/08/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 134	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 04/13/2017	Source: EPA Region 9
Date Data Arrived at EDR: 07/27/2017	Telephone: 415-972-3368
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 78	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/25/2017	Source: EPA Region 10
Date Data Arrived at EDR: 07/27/2017	Telephone: 206-553-2857
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 78	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 10/14/2016	Source: EPA Region 4
Date Data Arrived at EDR: 01/27/2017	Telephone: 404-562-9424
Date Made Active in Reports: 05/05/2017	Last EDR Contact: 01/19/2018
Number of Days to Update: 98	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Semi-Annually

## INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/26/2017	Source: EPA Region 5
Date Data Arrived at EDR: 07/27/2017	Telephone: 312-886-6136
Date Made Active in Reports: 10/06/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## **State and tribal voluntary cleanup sites**

### VCP: Voluntary Cleanup Program Properties

Contains low threat level properties with either confirmed or unconfirmed releases and the project proponents have request that DTSC oversee investigation and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

Date of Government Version: 10/30/2017	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 10/31/2017	Telephone: 916-323-3400
Date Made Active in Reports: 12/15/2017	Last EDR Contact: 01/31/2018
Number of Days to Update: 45	Next Scheduled EDR Contact: 05/14/2018
	Data Release Frequency: Quarterly

### INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015	Source: EPA, Region 1
Date Data Arrived at EDR: 09/29/2015	Telephone: 617-918-1102
Date Made Active in Reports: 02/18/2016	Last EDR Contact: 12/20/2017
Number of Days to Update: 142	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Varies

### INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008	Source: EPA, Region 7
Date Data Arrived at EDR: 04/22/2008	Telephone: 913-551-7365
Date Made Active in Reports: 05/19/2008	Last EDR Contact: 04/20/2009
Number of Days to Update: 27	Next Scheduled EDR Contact: 07/20/2009
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***State and tribal Brownfields sites***

### **BROWNFIELDS: Considered Brownfields Sites Listing**

A listing of sites the SWRCB considers to be Brownfields since these are sites have come to them through the MOA Process.

Date of Government Version: 12/22/2017  
Date Data Arrived at EDR: 12/26/2017  
Date Made Active in Reports: 01/31/2018  
Number of Days to Update: 36

Source: State Water Resources Control Board  
Telephone: 916-323-7905  
Last EDR Contact: 12/26/2017  
Next Scheduled EDR Contact: 04/09/2018  
Data Release Frequency: Quarterly

## **ADDITIONAL ENVIRONMENTAL RECORDS**

### ***Local Brownfield lists***

#### **US BROWNFIELDS: A Listing of Brownfields Sites**

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 01/19/2018  
Date Data Arrived at EDR: 01/19/2018  
Date Made Active in Reports: 02/09/2018  
Number of Days to Update: 21

Source: Environmental Protection Agency  
Telephone: 202-566-2777  
Last EDR Contact: 01/19/2018  
Next Scheduled EDR Contact: 04/02/2018  
Data Release Frequency: Semi-Annually

### ***Local Lists of Landfill / Solid Waste Disposal Sites***

#### **WMUDS/SWAT: Waste Management Unit Database**

Waste Management Unit Database System. WMUDS is used by the State Water Resources Control Board staff and the Regional Water Quality Control Boards for program tracking and inventory of waste management units. WMUDS is composed of the following databases: Facility Information, Scheduled Inspections Information, Waste Management Unit Information, SWAT Program Information, SWAT Report Summary Information, SWAT Report Summary Data, Chapter 15 (formerly Subchapter 15) Information, Chapter 15 Monitoring Parameters, TPCA Program Information, RCRA Program Information, Closure Information, and Interested Parties Information.

Date of Government Version: 04/01/2000  
Date Data Arrived at EDR: 04/10/2000  
Date Made Active in Reports: 05/10/2000  
Number of Days to Update: 30

Source: State Water Resources Control Board  
Telephone: 916-227-4448  
Last EDR Contact: 01/31/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: No Update Planned

#### **SWRCY: Recycler Database**

A listing of recycling facilities in California.

Date of Government Version: 12/11/2017  
Date Data Arrived at EDR: 12/12/2017  
Date Made Active in Reports: 01/17/2018  
Number of Days to Update: 36

Source: Department of Conservation  
Telephone: 916-323-3836  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Quarterly

#### **HAULERS: Registered Waste Tire Haulers Listing**

A listing of registered waste tire haulers.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 05/30/2017  
Date Data Arrived at EDR: 05/31/2017  
Date Made Active in Reports: 08/15/2017  
Number of Days to Update: 76

Source: Integrated Waste Management Board  
Telephone: 916-341-6422  
Last EDR Contact: 02/09/2018  
Next Scheduled EDR Contact: 02/26/2018  
Data Release Frequency: Varies

## INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998  
Date Data Arrived at EDR: 12/03/2007  
Date Made Active in Reports: 01/24/2008  
Number of Days to Update: 52

Source: Environmental Protection Agency  
Telephone: 703-308-8245  
Last EDR Contact: 01/30/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Varies

## ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985  
Date Data Arrived at EDR: 08/09/2004  
Date Made Active in Reports: 09/17/2004  
Number of Days to Update: 39

Source: Environmental Protection Agency  
Telephone: 800-424-9346  
Last EDR Contact: 06/09/2004  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

## DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009  
Date Data Arrived at EDR: 05/07/2009  
Date Made Active in Reports: 09/21/2009  
Number of Days to Update: 137

Source: EPA, Region 9  
Telephone: 415-947-4219  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: No Update Planned

## IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014  
Date Data Arrived at EDR: 08/06/2014  
Date Made Active in Reports: 01/29/2015  
Number of Days to Update: 176

Source: Department of Health & Human Services, Indian Health Service  
Telephone: 301-443-1452  
Last EDR Contact: 02/02/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Varies

## **Local Lists of Hazardous waste / Contaminated Sites**

### US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 01/19/2018  
Date Data Arrived at EDR: 01/24/2018  
Date Made Active in Reports: 02/09/2018  
Number of Days to Update: 16

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 02/27/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: No Update Planned

### HIST CAL-SITES: Calsites Database

The Calsites database contains potential or confirmed hazardous substance release properties. In 1996, California EPA reevaluated and significantly reduced the number of sites in the Calsites database. No longer updated by the state agency. It has been replaced by ENVIROSTOR.



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/08/2005  
Date Data Arrived at EDR: 08/03/2006  
Date Made Active in Reports: 08/24/2006  
Number of Days to Update: 21

Source: Department of Toxic Substance Control  
Telephone: 916-323-3400  
Last EDR Contact: 02/23/2009  
Next Scheduled EDR Contact: 05/25/2009  
Data Release Frequency: No Update Planned

## SCH: School Property Evaluation Program

This category contains proposed and existing school sites that are being evaluated by DTSC for possible hazardous materials contamination. In some cases, these properties may be listed in the CalSites category depending on the level of threat to public health and safety or the environment they pose.

Date of Government Version: 10/30/2017  
Date Data Arrived at EDR: 10/31/2017  
Date Made Active in Reports: 12/15/2017  
Number of Days to Update: 45

Source: Department of Toxic Substances Control  
Telephone: 916-323-3400  
Last EDR Contact: 01/31/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Quarterly

## CDL: Clandestine Drug Labs

A listing of drug lab locations. Listing of a location in this database does not indicate that any illegal drug lab materials were or were not present there, and does not constitute a determination that the location either requires or does not require additional cleanup work.

Date of Government Version: 06/30/2017  
Date Data Arrived at EDR: 08/18/2017  
Date Made Active in Reports: 09/21/2017  
Number of Days to Update: 34

Source: Department of Toxic Substances Control  
Telephone: 916-255-6504  
Last EDR Contact: 02/22/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Varies

## TOXIC PITS: Toxic Pits Cleanup Act Sites

Toxic PITS Cleanup Act Sites. TOXIC PITS identifies sites suspected of containing hazardous substances where cleanup has not yet been completed.

Date of Government Version: 07/01/1995  
Date Data Arrived at EDR: 08/30/1995  
Date Made Active in Reports: 09/26/1995  
Number of Days to Update: 27

Source: State Water Resources Control Board  
Telephone: 916-227-4364  
Last EDR Contact: 01/26/2009  
Next Scheduled EDR Contact: 04/27/2009  
Data Release Frequency: No Update Planned

## US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 01/09/2018  
Date Data Arrived at EDR: 01/24/2018  
Date Made Active in Reports: 02/09/2018  
Number of Days to Update: 16

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 02/27/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: Quarterly

## **Local Lists of Registered Storage Tanks**

### SWEEPS UST: SWEEPS UST Listing

Statewide Environmental Evaluation and Planning System. This underground storage tank listing was updated and maintained by a company contacted by the SWRCB in the early 1990's. The listing is no longer updated or maintained. The local agency is the contact for more information on a site on the SWEEPS list.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/01/1994  
Date Data Arrived at EDR: 07/07/2005  
Date Made Active in Reports: 08/11/2005  
Number of Days to Update: 35

Source: State Water Resources Control Board  
Telephone: N/A  
Last EDR Contact: 06/03/2005  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

## UST MENDOCINO: Mendocino County UST Database

A listing of underground storage tank locations in Mendocino County.

Date of Government Version: 11/27/2017  
Date Data Arrived at EDR: 11/29/2017  
Date Made Active in Reports: 12/18/2017  
Number of Days to Update: 19

Source: Department of Public Health  
Telephone: 707-463-4466  
Last EDR Contact: 02/22/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: Annually

## HIST UST: Hazardous Substance Storage Container Database

The Hazardous Substance Storage Container Database is a historical listing of UST sites. Refer to local/county source for current data.

Date of Government Version: 10/15/1990  
Date Data Arrived at EDR: 01/25/1991  
Date Made Active in Reports: 02/12/1991  
Number of Days to Update: 18

Source: State Water Resources Control Board  
Telephone: 916-341-5851  
Last EDR Contact: 07/26/2001  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

## CA FID UST: Facility Inventory Database

The Facility Inventory Database (FID) contains a historical listing of active and inactive underground storage tank locations from the State Water Resource Control Board. Refer to local/county source for current data.

Date of Government Version: 10/31/1994  
Date Data Arrived at EDR: 09/05/1995  
Date Made Active in Reports: 09/29/1995  
Number of Days to Update: 24

Source: California Environmental Protection Agency  
Telephone: 916-341-5851  
Last EDR Contact: 12/28/1998  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

## Local Land Records

### LIENS: Environmental Liens Listing

A listing of property locations with environmental liens for California where DTSC is a lien holder.

Date of Government Version: 11/30/2017  
Date Data Arrived at EDR: 12/01/2017  
Date Made Active in Reports: 01/11/2018  
Number of Days to Update: 41

Source: Department of Toxic Substances Control  
Telephone: 916-323-3400  
Last EDR Contact: 02/28/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Varies

### LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 12/11/2017  
Date Data Arrived at EDR: 12/22/2017  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 21

Source: Environmental Protection Agency  
Telephone: 202-564-6023  
Last EDR Contact: 02/06/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Semi-Annually

### DEED: Deed Restriction Listing

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Site Mitigation and Brownfields Reuse Program Facility Sites with Deed Restrictions & Hazardous Waste Management Program Facility Sites with Deed / Land Use Restriction. The DTSC Site Mitigation and Brownfields Reuse Program (SMBRP) list includes sites cleaned up under the program's oversight and generally does not include current or former hazardous waste facilities that required a hazardous waste facility permit. The list represents deed restrictions that are active. Some sites have multiple deed restrictions. The DTSC Hazardous Waste Management Program (HWMP) has developed a list of current or former hazardous waste facilities that have a recorded land use restriction at the local county recorder's office. The land use restrictions on this list were required by the DTSC HWMP as a result of the presence of hazardous substances that remain on site after the facility (or part of the facility) has been closed or cleaned up. The types of land use restriction include deed notice, deed restriction, or a land use restriction that binds current and future owners.

Date of Government Version: 02/08/2018	Source: DTSC and SWRCB
Date Data Arrived at EDR: 02/08/2018	Telephone: 916-323-3400
Date Made Active in Reports: 02/08/2018	Last EDR Contact: 03/06/2018
Number of Days to Update: 0	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Semi-Annually

### **Records of Emergency Release Reports**

#### **HMIRS: Hazardous Materials Information Reporting System**

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 09/21/2017	Source: U.S. Department of Transportation
Date Data Arrived at EDR: 09/21/2017	Telephone: 202-366-4555
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/19/2018
Number of Days to Update: 22	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

#### **CHMIRS: California Hazardous Material Incident Report System**

California Hazardous Material Incident Reporting System. CHMIRS contains information on reported hazardous material incidents (accidental releases or spills).

Date of Government Version: 05/09/2017	Source: Office of Emergency Services
Date Data Arrived at EDR: 07/26/2017	Telephone: 916-845-8400
Date Made Active in Reports: 09/21/2017	Last EDR Contact: 02/20/2018
Number of Days to Update: 57	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

#### **LDS: Land Disposal Sites Listing (GEOTRACKER)**

Land Disposal sites (Landfills) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/11/2017	Source: State Water Quality Control Board
Date Data Arrived at EDR: 12/12/2017	Telephone: 866-480-1028
Date Made Active in Reports: 01/11/2018	Last EDR Contact: 12/12/2018
Number of Days to Update: 30	Next Scheduled EDR Contact: 06/25/2018
	Data Release Frequency: Quarterly

#### **MCS: Military Cleanup Sites Listing (GEOTRACKER)**

Military sites (consisting of: Military UST sites; Military Privatized sites; and Military Cleanup sites [formerly known as DoD non UST]) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/11/2017	Source: State Water Resources Control Board
Date Data Arrived at EDR: 12/12/2017	Telephone: 866-480-1028
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 12/12/2018
Number of Days to Update: 31	Next Scheduled EDR Contact: 06/25/2018
	Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 06/06/2012	Source: FirstSearch
Date Data Arrived at EDR: 01/03/2013	Telephone: N/A
Date Made Active in Reports: 02/22/2013	Last EDR Contact: 01/03/2013
Number of Days to Update: 50	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

## Other Ascertainable Records

### RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 12/11/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/26/2017	Telephone: (415) 495-8895
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 01/19/2018
Number of Days to Update: 45	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

### FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 01/31/2015	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 07/08/2015	Telephone: 202-528-4285
Date Made Active in Reports: 10/13/2015	Last EDR Contact: 02/21/2018
Number of Days to Update: 97	Next Scheduled EDR Contact: 06/04/2018
	Data Release Frequency: Varies

### DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005	Source: USGS
Date Data Arrived at EDR: 11/10/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 10/13/2017
Number of Days to Update: 62	Next Scheduled EDR Contact: 01/22/2018
	Data Release Frequency: Semi-Annually

### FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005	Source: U.S. Geological Survey
Date Data Arrived at EDR: 02/06/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 10/11/2017
Number of Days to Update: 339	Next Scheduled EDR Contact: 01/22/2018
	Data Release Frequency: N/A

### SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/01/2017  
Date Data Arrived at EDR: 02/03/2017  
Date Made Active in Reports: 04/07/2017  
Number of Days to Update: 63

Source: Environmental Protection Agency  
Telephone: 615-532-8599  
Last EDR Contact: 02/16/2018  
Next Scheduled EDR Contact: 05/28/2018  
Data Release Frequency: Varies

## US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 01/11/2018  
Date Data Arrived at EDR: 01/19/2018  
Date Made Active in Reports: 03/02/2018  
Number of Days to Update: 42

Source: Environmental Protection Agency  
Telephone: 202-566-1917  
Last EDR Contact: 01/19/2018  
Next Scheduled EDR Contact: 04/09/2018  
Data Release Frequency: Quarterly

## EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013  
Date Data Arrived at EDR: 03/21/2014  
Date Made Active in Reports: 06/17/2014  
Number of Days to Update: 88

Source: Environmental Protection Agency  
Telephone: 617-520-3000  
Last EDR Contact: 01/31/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Quarterly

## 2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 04/22/2013  
Date Data Arrived at EDR: 03/03/2015  
Date Made Active in Reports: 03/09/2015  
Number of Days to Update: 6

Source: Environmental Protection Agency  
Telephone: 703-308-4044  
Last EDR Contact: 02/08/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Varies

## TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016  
Date Data Arrived at EDR: 06/21/2017  
Date Made Active in Reports: 01/05/2018  
Number of Days to Update: 198

Source: EPA  
Telephone: 202-260-5521  
Last EDR Contact: 12/22/2017  
Next Scheduled EDR Contact: 04/02/2018  
Data Release Frequency: Every 4 Years

## TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2016  
Date Data Arrived at EDR: 01/10/2018  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 2

Source: EPA  
Telephone: 202-566-0250  
Last EDR Contact: 02/23/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Annually

## SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009  
Date Data Arrived at EDR: 12/10/2010  
Date Made Active in Reports: 02/25/2011  
Number of Days to Update: 77

Source: EPA  
Telephone: 202-564-4203  
Last EDR Contact: 01/25/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Annually

## ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 12/11/2017  
Date Data Arrived at EDR: 12/22/2017  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 21

Source: EPA  
Telephone: 703-416-0223  
Last EDR Contact: 03/09/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Annually

## RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 11/02/2017  
Date Data Arrived at EDR: 11/17/2017  
Date Made Active in Reports: 12/08/2017  
Number of Days to Update: 21

Source: Environmental Protection Agency  
Telephone: 202-564-8600  
Last EDR Contact: 01/19/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995  
Date Data Arrived at EDR: 07/03/1995  
Date Made Active in Reports: 08/07/1995  
Number of Days to Update: 35

Source: EPA  
Telephone: 202-564-4104  
Last EDR Contact: 06/02/2008  
Next Scheduled EDR Contact: 09/01/2008  
Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 10/17/2014	Telephone: 202-564-6023
Date Made Active in Reports: 10/20/2014	Last EDR Contact: 02/06/2018
Number of Days to Update: 3	Next Scheduled EDR Contact: 05/21/2018
	Data Release Frequency: Quarterly

## PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 06/01/2017	Source: EPA
Date Data Arrived at EDR: 06/09/2017	Telephone: 202-566-0500
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/12/2018
Number of Days to Update: 126	Next Scheduled EDR Contact: 04/23/2018
	Data Release Frequency: Annually

## ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/23/2016	Telephone: 202-564-2501
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 01/09/2018
Number of Days to Update: 79	Next Scheduled EDR Contact: 04/23/2018
	Data Release Frequency: Quarterly

## FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009	Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/18/2017
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/04/2017
	Data Release Frequency: Quarterly

## FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009	Source: EPA
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/18/2017
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/04/2017
	Data Release Frequency: Quarterly

## MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 08/30/2016	Source: Nuclear Regulatory Commission
Date Data Arrived at EDR: 09/08/2016	Telephone: 301-415-7169
Date Made Active in Reports: 10/21/2016	Last EDR Contact: 01/19/2018
Number of Days to Update: 43	Next Scheduled EDR Contact: 05/21/2018
	Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005	Source: Department of Energy
Date Data Arrived at EDR: 08/07/2009	Telephone: 202-586-8719
Date Made Active in Reports: 10/22/2009	Last EDR Contact: 03/09/2018
Number of Days to Update: 76	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Varies

## COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 07/01/2014	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/10/2014	Telephone: N/A
Date Made Active in Reports: 10/20/2014	Last EDR Contact: 03/06/2018
Number of Days to Update: 40	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Varies

## PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 05/24/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/30/2017	Telephone: 202-566-0517
Date Made Active in Reports: 12/15/2017	Last EDR Contact: 01/26/2018
Number of Days to Update: 15	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 10/02/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/05/2017	Telephone: 202-343-9775
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/04/2018
Number of Days to Update: 8	Next Scheduled EDR Contact: 04/16/2018
	Data Release Frequency: Quarterly

## HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2007
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/17/2008
	Data Release Frequency: No Update Planned

## HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/19/2006  
Date Data Arrived at EDR: 03/01/2007  
Date Made Active in Reports: 04/10/2007  
Number of Days to Update: 40

Source: Environmental Protection Agency  
Telephone: 202-564-2501  
Last EDR Contact: 12/17/2008  
Next Scheduled EDR Contact: 03/17/2008  
Data Release Frequency: No Update Planned

## DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/31/2012  
Date Data Arrived at EDR: 08/07/2012  
Date Made Active in Reports: 09/18/2012  
Number of Days to Update: 42

Source: Department of Transportation, Office of Pipeline Safety  
Telephone: 202-366-4595  
Last EDR Contact: 01/19/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Varies

## CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 09/30/2017  
Date Data Arrived at EDR: 11/10/2017  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 63

Source: Department of Justice, Consent Decree Library  
Telephone: Varies  
Last EDR Contact: 01/04/2018  
Next Scheduled EDR Contact: 04/02/2018  
Data Release Frequency: Varies

## BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2015  
Date Data Arrived at EDR: 02/22/2017  
Date Made Active in Reports: 09/28/2017  
Number of Days to Update: 218

Source: EPA/NTIS  
Telephone: 800-424-9346  
Last EDR Contact: 02/23/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Biennially

## INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014  
Date Data Arrived at EDR: 07/14/2015  
Date Made Active in Reports: 01/10/2017  
Number of Days to Update: 546

Source: USGS  
Telephone: 202-208-3710  
Last EDR Contact: 01/09/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Semi-Annually

## FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 12/23/2016  
Date Data Arrived at EDR: 12/27/2016  
Date Made Active in Reports: 02/17/2017  
Number of Days to Update: 52

Source: Department of Energy  
Telephone: 202-586-3559  
Last EDR Contact: 01/19/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Varies

## UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/23/2017  
Date Data Arrived at EDR: 10/11/2017  
Date Made Active in Reports: 11/03/2017  
Number of Days to Update: 23

Source: Department of Energy  
Telephone: 505-845-0011  
Last EDR Contact: 02/23/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 01/09/2018  
Date Data Arrived at EDR: 02/06/2018  
Date Made Active in Reports: 03/02/2018  
Number of Days to Update: 24

Source: Environmental Protection Agency  
Telephone: 703-603-8787  
Last EDR Contact: 02/06/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Varies

## LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001  
Date Data Arrived at EDR: 10/27/2010  
Date Made Active in Reports: 12/02/2010  
Number of Days to Update: 36

Source: American Journal of Public Health  
Telephone: 703-305-6451  
Last EDR Contact: 12/02/2009  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

## US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

## US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

## US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 10/29/2017  
Date Data Arrived at EDR: 11/28/2017  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 45

Source: Department of Labor, Mine Safety and Health Administration  
Telephone: 303-231-5959  
Last EDR Contact: 02/28/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: Semi-Annually

## US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/05/2005	Source: USGS
Date Data Arrived at EDR: 02/29/2008	Telephone: 703-648-7709
Date Made Active in Reports: 04/18/2008	Last EDR Contact: 03/02/2018
Number of Days to Update: 49	Next Scheduled EDR Contact: 06/11/2018
	Data Release Frequency: Varies

## US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011	Source: USGS
Date Data Arrived at EDR: 06/08/2011	Telephone: 703-648-7709
Date Made Active in Reports: 09/13/2011	Last EDR Contact: 03/02/2018
Number of Days to Update: 97	Next Scheduled EDR Contact: 06/11/2018
	Data Release Frequency: Varies

## ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 09/25/2017	Source: Department of Interior
Date Data Arrived at EDR: 09/26/2017	Telephone: 202-208-2609
Date Made Active in Reports: 10/20/2017	Last EDR Contact: 03/07/2018
Number of Days to Update: 24	Next Scheduled EDR Contact: 06/25/2018
	Data Release Frequency: Quarterly

## FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 07/23/2017	Source: EPA
Date Data Arrived at EDR: 09/06/2017	Telephone: (415) 947-8000
Date Made Active in Reports: 09/15/2017	Last EDR Contact: 02/23/2018
Number of Days to Update: 9	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Quarterly

## ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 01/13/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/19/2018	Telephone: 202-564-2280
Date Made Active in Reports: 03/02/2018	Last EDR Contact: 03/07/2018
Number of Days to Update: 42	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Quarterly

## UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 09/30/2016	Source: Department of Defense
Date Data Arrived at EDR: 10/31/2017	Telephone: 703-704-1564
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 01/02/2018
Number of Days to Update: 73	Next Scheduled EDR Contact: 04/30/2018
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 06/27/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/21/2017	Telephone: 202-564-0527
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 03/02/2018
Number of Days to Update: 52	Next Scheduled EDR Contact: 06/11/2018
	Data Release Frequency: Varies

## FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 11/20/2017	Source: EPA
Date Data Arrived at EDR: 11/20/2017	Telephone: 800-385-6164
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 02/21/2018
Number of Days to Update: 53	Next Scheduled EDR Contact: 06/04/2018
	Data Release Frequency: Quarterly

## CA BOND EXP. PLAN: Bond Expenditure Plan

Department of Health Services developed a site-specific expenditure plan as the basis for an appropriation of Hazardous Substance Cleanup Bond Act funds. It is not updated.

Date of Government Version: 01/01/1989	Source: Department of Health Services
Date Data Arrived at EDR: 07/27/1994	Telephone: 916-255-2118
Date Made Active in Reports: 08/02/1994	Last EDR Contact: 05/31/1994
Number of Days to Update: 6	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

## CORTESE: "Cortese" Hazardous Waste & Substances Sites List

The sites for the list are designated by the State Water Resource Control Board (LUST), the Integrated Waste Board (SWF/LS), and the Department of Toxic Substances Control (Cal-Sites).

Date of Government Version: 02/08/2018	Source: CAL EPA/Office of Emergency Information
Date Data Arrived at EDR: 02/08/2018	Telephone: 916-323-3400
Date Made Active in Reports: 02/08/2018	Last EDR Contact: 02/08/2018
Number of Days to Update: 0	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

## DRYCLEANERS: Cleaner Facilities

A list of drycleaner related facilities that have EPA ID numbers. These are facilities with certain SIC codes: power laundries, family and commercial; garment pressing and cleaner's agents; linen supply; coin-operated laundries and cleaning; drycleaning plants, except rugs; carpet and upholster cleaning; industrial launderers; laundry and garment services.

Date of Government Version: 12/01/2017	Source: Department of Toxic Substance Control
Date Data Arrived at EDR: 02/02/2018	Telephone: 916-327-4498
Date Made Active in Reports: 03/16/2018	Last EDR Contact: 02/28/2018
Number of Days to Update: 42	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Annually

## EMI: Emissions Inventory Data

Toxics and criteria pollutant emissions data collected by the ARB and local air pollution agencies.

Date of Government Version: 12/31/2015	Source: California Air Resources Board
Date Data Arrived at EDR: 03/21/2017	Telephone: 916-322-2990
Date Made Active in Reports: 08/15/2017	Last EDR Contact: 12/22/2017
Number of Days to Update: 147	Next Scheduled EDR Contact: 04/02/2018
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ENF: Enforcement Action Listing

A listing of Water Board Enforcement Actions. Formal is everything except Oral/Verbal Communication, Notice of Violation, Expedited Payment Letter, and Staff Enforcement Letter.

Date of Government Version: 11/01/2017	Source: State Water Resources Control Board
Date Data Arrived at EDR: 11/03/2017	Telephone: 916-445-9379
Date Made Active in Reports: 12/07/2017	Last EDR Contact: 01/22/2018
Number of Days to Update: 34	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## Financial Assurance 1: Financial Assurance Information Listing

Financial Assurance information

Date of Government Version: 10/23/2017	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 10/24/2017	Telephone: 916-255-3628
Date Made Active in Reports: 12/15/2017	Last EDR Contact: 01/22/2018
Number of Days to Update: 52	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 11/14/2017	Source: California Integrated Waste Management Board
Date Data Arrived at EDR: 11/17/2017	Telephone: 916-341-6066
Date Made Active in Reports: 12/18/2017	Last EDR Contact: 02/08/2018
Number of Days to Update: 31	Next Scheduled EDR Contact: 05/28/2018
	Data Release Frequency: Varies

## HAZNET: Facility and Manifest Data

Facility and Manifest Data. The data is extracted from the copies of hazardous waste manifests received each year by the DTSC. The annual volume of manifests is typically 700,000 - 1,000,000 annually, representing approximately 350,000 - 500,000 shipments. Data are from the manifests submitted without correction, and therefore many contain some invalid values for data elements such as generator ID, TSD ID, waste category, and disposal method. This database begins with calendar year 1993.

Date of Government Version: 12/31/2016	Source: California Environmental Protection Agency
Date Data Arrived at EDR: 07/12/2017	Telephone: 916-255-1136
Date Made Active in Reports: 10/17/2017	Last EDR Contact: 01/08/2018
Number of Days to Update: 97	Next Scheduled EDR Contact: 04/23/2018
	Data Release Frequency: Annually

## ICE: ICE

Contains data pertaining to the Permitted Facilities with Inspections / Enforcements sites tracked in Envirositor.

Date of Government Version: 11/20/2017	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 11/20/2017	Telephone: 877-786-9427
Date Made Active in Reports: 12/27/2017	Last EDR Contact: 02/21/2018
Number of Days to Update: 37	Next Scheduled EDR Contact: 06/04/2018
	Data Release Frequency: Quarterly

## HIST CORTESE: Hazardous Waste & Substance Site List

The sites for the list are designated by the State Water Resource Control Board [LUST], the Integrated Waste Board [SWF/LS], and the Department of Toxic Substances Control [CALSITES]. This listing is no longer updated by the state agency.

Date of Government Version: 04/01/2001	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 01/22/2009	Telephone: 916-323-3400
Date Made Active in Reports: 04/08/2009	Last EDR Contact: 01/22/2009
Number of Days to Update: 76	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## HWP: EnviroStor Permitted Facilities Listing

Detailed information on permitted hazardous waste facilities and corrective action ("cleanups") tracked in EnviroStor.

Date of Government Version: 11/20/2017	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 11/20/2017	Telephone: 916-323-3400
Date Made Active in Reports: 12/27/2017	Last EDR Contact: 02/21/2018
Number of Days to Update: 37	Next Scheduled EDR Contact: 06/04/2018
	Data Release Frequency: Quarterly

## HWT: Registered Hazardous Waste Transporter Database

A listing of hazardous waste transporters. In California, unless specifically exempted, it is unlawful for any person to transport hazardous wastes unless the person holds a valid registration issued by DTSC. A hazardous waste transporter registration is valid for one year and is assigned a unique registration number.

Date of Government Version: 01/08/2018	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 01/09/2018	Telephone: 916-440-7145
Date Made Active in Reports: 02/06/2018	Last EDR Contact: 01/09/2018
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/23/2018
	Data Release Frequency: Quarterly

## MINES: Mines Site Location Listing

A listing of mine site locations from the Office of Mine Reclamation.

Date of Government Version: 12/11/2017	Source: Department of Conservation
Date Data Arrived at EDR: 12/12/2017	Telephone: 916-322-1080
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 03/14/2018
Number of Days to Update: 31	Next Scheduled EDR Contact: 06/25/2018
	Data Release Frequency: Quarterly

## MWMP: Medical Waste Management Program Listing

The Medical Waste Management Program (MWMP) ensures the proper handling and disposal of medical waste by permitting and inspecting medical waste Offsite Treatment Facilities (PDF) and Transfer Stations (PDF) throughout the state. MWMP also oversees all Medical Waste Transporters.

Date of Government Version: 11/29/2017	Source: Department of Public Health
Date Data Arrived at EDR: 12/05/2017	Telephone: 916-558-1784
Date Made Active in Reports: 01/16/2018	Last EDR Contact: 03/06/2018
Number of Days to Update: 42	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Varies

## NPDES: NPDES Permits Listing

A listing of NPDES permits, including stormwater.

Date of Government Version: 02/14/2018	Source: State Water Resources Control Board
Date Data Arrived at EDR: 02/14/2018	Telephone: 916-445-9379
Date Made Active in Reports: 03/15/2018	Last EDR Contact: 03/14/2018
Number of Days to Update: 29	Next Scheduled EDR Contact: 05/28/2018
	Data Release Frequency: Quarterly

## PEST LIC: Pesticide Regulation Licenses Listing

A listing of licenses and certificates issued by the Department of Pesticide Regulation. The DPR issues licenses and/or certificates to: Persons and businesses that apply or sell pesticides; Pest control dealers and brokers; Persons who advise on agricultural pesticide applications.

Date of Government Version: 12/04/2017	Source: Department of Pesticide Regulation
Date Data Arrived at EDR: 12/05/2017	Telephone: 916-445-4038
Date Made Active in Reports: 01/16/2018	Last EDR Contact: 03/05/2018
Number of Days to Update: 42	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## PROC: Certified Processors Database

A listing of certified processors.

Date of Government Version: 12/11/2017  
Date Data Arrived at EDR: 12/12/2017  
Date Made Active in Reports: 01/16/2018  
Number of Days to Update: 35

Source: Department of Conservation  
Telephone: 916-323-3836  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Quarterly

## NOTIFY 65: Proposition 65 Records

Listings of all Proposition 65 incidents reported to counties by the State Water Resources Control Board and the Regional Water Quality Control Board. This database is no longer updated by the reporting agency.

Date of Government Version: 12/14/2017  
Date Data Arrived at EDR: 12/15/2017  
Date Made Active in Reports: 01/16/2018  
Number of Days to Update: 32

Source: State Water Resources Control Board  
Telephone: 916-445-3846  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 07/02/2018  
Data Release Frequency: No Update Planned

## UIC: UIC Listing

A listing of wells identified as underground injection wells, in the California Oil and Gas Wells database.

Date of Government Version: 12/11/2017  
Date Data Arrived at EDR: 12/12/2017  
Date Made Active in Reports: 01/17/2018  
Number of Days to Update: 36

Source: Department of Conservation  
Telephone: 916-445-2408  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Varies

## WASTEWATER PITS: Oil Wastewater Pits Listing

Water officials discovered that oil producers have been dumping chemical-laden wastewater into hundreds of unlined pits that are operating without proper permits. Inspections completed by the Central Valley Regional Water Quality Control Board revealed the existence of previously unidentified waste sites. The water board's review found that more than one-third of the region's active disposal pits are operating without permission.

Date of Government Version: 04/15/2015  
Date Data Arrived at EDR: 04/17/2015  
Date Made Active in Reports: 06/23/2015  
Number of Days to Update: 67

Source: RWQCB, Central Valley Region  
Telephone: 559-445-5577  
Last EDR Contact: 01/12/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Varies

## WDS: Waste Discharge System

Sites which have been issued waste discharge requirements.

Date of Government Version: 06/19/2007  
Date Data Arrived at EDR: 06/20/2007  
Date Made Active in Reports: 06/29/2007  
Number of Days to Update: 9

Source: State Water Resources Control Board  
Telephone: 916-341-5227  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Quarterly

## WIP: Well Investigation Program Case List

Well Investigation Program case in the San Gabriel and San Fernando Valley area.

Date of Government Version: 07/03/2009  
Date Data Arrived at EDR: 07/21/2009  
Date Made Active in Reports: 08/03/2009  
Number of Days to Update: 13

Source: Los Angeles Water Quality Control Board  
Telephone: 213-576-6726  
Last EDR Contact: 12/19/2017  
Next Scheduled EDR Contact: 04/09/2018  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## EDR HIGH RISK HISTORICAL RECORDS

### ***EDR Exclusive Records***

#### EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

#### EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

#### EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

## EDR RECOVERED GOVERNMENT ARCHIVES

### ***Exclusive Recovered Govt. Archives***

#### RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Resources Recycling and Recovery in California.



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/13/2014  
Number of Days to Update: 196

Source: Department of Resources Recycling and Recovery  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

## RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the State Water Resources Control Board in California.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 12/30/2013  
Number of Days to Update: 182

Source: State Water Resources Control Board  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

## COUNTY RECORDS

### ALAMEDA COUNTY:

#### Contaminated Sites

A listing of contaminated sites overseen by the Toxic Release Program (oil and groundwater contamination from chemical releases and spills) and the Leaking Underground Storage Tank Program (soil and ground water contamination from leaking petroleum USTs).

Date of Government Version: 01/09/2018  
Date Data Arrived at EDR: 01/11/2018  
Date Made Active in Reports: 02/22/2018  
Number of Days to Update: 42

Source: Alameda County Environmental Health Services  
Telephone: 510-567-6700  
Last EDR Contact: 01/04/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Semi-Annually

#### Underground Tanks

Underground storage tank sites located in Alameda county.

Date of Government Version: 10/11/2017  
Date Data Arrived at EDR: 10/12/2017  
Date Made Active in Reports: 11/08/2017  
Number of Days to Update: 27

Source: Alameda County Environmental Health Services  
Telephone: 510-567-6700  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 04/24/2047  
Data Release Frequency: Semi-Annually

### AMADOR COUNTY:

#### CUPA Facility List

Cupa Facility List

Date of Government Version: 03/01/2018  
Date Data Arrived at EDR: 03/05/2018  
Date Made Active in Reports: 03/15/2018  
Number of Days to Update: 10

Source: Amador County Environmental Health  
Telephone: 209-223-6439  
Last EDR Contact: 02/28/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Varies

### BUTTE COUNTY:

#### CUPA Facility Listing

Cupa facility list.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/21/2017  
Date Data Arrived at EDR: 04/25/2017  
Date Made Active in Reports: 08/09/2017  
Number of Days to Update: 106

Source: Public Health Department  
Telephone: 530-538-7149  
Last EDR Contact: 01/04/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: No Update Planned

## CALVERAS COUNTY:

### CUPA Facility Listing Cupa Facility Listing

Date of Government Version: 01/25/2018  
Date Data Arrived at EDR: 01/26/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 47

Source: Calveras County Environmental Health  
Telephone: 209-754-6399  
Last EDR Contact: 12/20/2017  
Next Scheduled EDR Contact: 10/09/2017  
Data Release Frequency: Quarterly

## COLUSA COUNTY:

### CUPA Facility List Cupa facility list.

Date of Government Version: 02/26/2018  
Date Data Arrived at EDR: 03/01/2018  
Date Made Active in Reports: 03/15/2018  
Number of Days to Update: 14

Source: Health & Human Services  
Telephone: 530-458-0396  
Last EDR Contact: 02/14/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Semi-Annually

## CONTRA COSTA COUNTY:

### Site List

List includes sites from the underground tank, hazardous waste generator and business plan/2185 programs.

Date of Government Version: 11/20/2017  
Date Data Arrived at EDR: 11/29/2017  
Date Made Active in Reports: 01/19/2018  
Number of Days to Update: 51

Source: Contra Costa Health Services Department  
Telephone: 925-646-2286  
Last EDR Contact: 01/29/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Semi-Annually

## DEL NORTE COUNTY:

### CUPA Facility List Cupa Facility list

Date of Government Version: 01/05/2018  
Date Data Arrived at EDR: 02/02/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 40

Source: Del Norte County Environmental Health Division  
Telephone: 707-465-0426  
Last EDR Contact: 01/29/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Varies

## EL DORADO COUNTY:

### CUPA Facility List CUPA facility list.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/04/2017  
Date Data Arrived at EDR: 12/06/2017  
Date Made Active in Reports: 12/27/2017  
Number of Days to Update: 21

Source: El Dorado County Environmental Management Department  
Telephone: 530-621-6623  
Last EDR Contact: 01/29/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Varies

## FRESNO COUNTY:

### CUPA Resources List

Certified Unified Program Agency. CUPA's are responsible for implementing a unified hazardous materials and hazardous waste management regulatory program. The agency provides oversight of businesses that deal with hazardous materials, operate underground storage tanks or aboveground storage tanks.

Date of Government Version: 03/01/2018  
Date Data Arrived at EDR: 03/05/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 9

Source: Dept. of Community Health  
Telephone: 559-445-3271  
Last EDR Contact: 02/22/2018  
Next Scheduled EDR Contact: 04/16/2018  
Data Release Frequency: Semi-Annually

## GLENN COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 01/22/2018  
Date Data Arrived at EDR: 01/24/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 49

Source: Glenn County Air Pollution Control District  
Telephone: 830-934-6500  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## HUMBOLDT COUNTY:

### CUPA Facility List

CUPA facility list.

Date of Government Version: 08/03/2017  
Date Data Arrived at EDR: 08/08/2017  
Date Made Active in Reports: 10/16/2017  
Number of Days to Update: 69

Source: Humboldt County Environmental Health  
Telephone: N/A  
Last EDR Contact: 02/05/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Semi-Annually

## IMPERIAL COUNTY:

### CUPA Facility List

Cupa facility list.

Date of Government Version: 01/22/2018  
Date Data Arrived at EDR: 01/26/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 47

Source: San Diego Border Field Office  
Telephone: 760-339-2777  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## INYO COUNTY:

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## CUPA Facility List

Cupa facility list.

Date of Government Version: 06/08/2017  
Date Data Arrived at EDR: 06/09/2017  
Date Made Active in Reports: 08/04/2017  
Number of Days to Update: 56

Source: Inyo County Environmental Health Services  
Telephone: 760-878-0238  
Last EDR Contact: 02/14/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## KERN COUNTY:

### Underground Storage Tank Sites & Tank Listing Kern County Sites and Tanks Listing.

Date of Government Version: 11/02/2017  
Date Data Arrived at EDR: 11/07/2017  
Date Made Active in Reports: 12/20/2017  
Number of Days to Update: 43

Source: Kern County Environment Health Services Department  
Telephone: 661-862-8700  
Last EDR Contact: 02/01/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Quarterly

## KINGS COUNTY:

### CUPA Facility List

A listing of sites included in the county's Certified Unified Program Agency database. California's Secretary for Environmental Protection established the unified hazardous materials and hazardous waste regulatory program as required by chapter 6.11 of the California Health and Safety Code. The Unified Program consolidates the administration, permits, inspections, and enforcement activities.

Date of Government Version: 11/14/2017  
Date Data Arrived at EDR: 11/17/2017  
Date Made Active in Reports: 12/15/2017  
Number of Days to Update: 38

Source: Kings County Department of Public Health  
Telephone: 559-584-1411  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## LAKE COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 02/06/2018  
Date Data Arrived at EDR: 02/09/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 33

Source: Lake County Environmental Health  
Telephone: 707-263-1164  
Last EDR Contact: 01/16/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Varies

## LASSEN COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 01/22/2018  
Date Data Arrived at EDR: 01/24/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 49

Source: Lassen County Environmental Health  
Telephone: 530-251-8528  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## LOS ANGELES COUNTY:

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## San Gabriel Valley Areas of Concern

San Gabriel Valley areas where VOC contamination is at or above the MCL as designated by region 9 EPA office.

Date of Government Version: 03/30/2009  
Date Data Arrived at EDR: 03/31/2009  
Date Made Active in Reports: 10/23/2009  
Number of Days to Update: 206

Source: EPA Region 9  
Telephone: 415-972-3178  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 07/02/2018  
Data Release Frequency: No Update Planned

## HMS: Street Number List

Industrial Waste and Underground Storage Tank Sites.

Date of Government Version: 10/11/2017  
Date Data Arrived at EDR: 10/12/2017  
Date Made Active in Reports: 10/17/2017  
Number of Days to Update: 5

Source: Department of Public Works  
Telephone: 626-458-3517  
Last EDR Contact: 01/04/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Semi-Annually

## List of Solid Waste Facilities

Solid Waste Facilities in Los Angeles County.

Date of Government Version: 01/16/2018  
Date Data Arrived at EDR: 01/16/2018  
Date Made Active in Reports: 02/14/2018  
Number of Days to Update: 29

Source: La County Department of Public Works  
Telephone: 818-458-5185  
Last EDR Contact: 01/16/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Varies

## City of Los Angeles Landfills

Landfills owned and maintained by the City of Los Angeles.

Date of Government Version: 01/01/2017  
Date Data Arrived at EDR: 04/21/2017  
Date Made Active in Reports: 10/09/2017  
Number of Days to Update: 171

Source: Engineering & Construction Division  
Telephone: 213-473-7869  
Last EDR Contact: 01/10/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Varies

## Site Mitigation List

Industrial sites that have had some sort of spill or complaint.

Date of Government Version: 01/01/2018  
Date Data Arrived at EDR: 01/17/2018  
Date Made Active in Reports: 02/14/2018  
Number of Days to Update: 28

Source: Community Health Services  
Telephone: 323-890-7806  
Last EDR Contact: 01/17/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Annually

## City of El Segundo Underground Storage Tank

Underground storage tank sites located in El Segundo city.

Date of Government Version: 01/21/2017  
Date Data Arrived at EDR: 04/19/2017  
Date Made Active in Reports: 05/10/2017  
Number of Days to Update: 21

Source: City of El Segundo Fire Department  
Telephone: 310-524-2236  
Last EDR Contact: 01/10/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Semi-Annually

## City of Long Beach Underground Storage Tank

Underground storage tank sites located in the city of Long Beach.

Date of Government Version: 03/09/2017  
Date Data Arrived at EDR: 03/10/2017  
Date Made Active in Reports: 05/03/2017  
Number of Days to Update: 54

Source: City of Long Beach Fire Department  
Telephone: 562-570-2563  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## City of Torrance Underground Storage Tank

Underground storage tank sites located in the city of Torrance.

Date of Government Version: 01/04/2018  
Date Data Arrived at EDR: 01/05/2018  
Date Made Active in Reports: 01/18/2018  
Number of Days to Update: 13

Source: City of Torrance Fire Department  
Telephone: 310-618-2973  
Last EDR Contact: 01/04/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Semi-Annually

## MADERA COUNTY:

### CUPA Facility List

A listing of sites included in the county's Certified Unified Program Agency database. California's Secretary for Environmental Protection established the unified hazardous materials and hazardous waste regulatory program as required by chapter 6.11 of the California Health and Safety Code. The Unified Program consolidates the administration, permits, inspections, and enforcement activities.

Date of Government Version: 10/26/2017  
Date Data Arrived at EDR: 10/27/2017  
Date Made Active in Reports: 11/06/2017  
Number of Days to Update: 10

Source: Madera County Environmental Health  
Telephone: 559-675-7823  
Last EDR Contact: 02/14/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## MARIN COUNTY:

### Underground Storage Tank Sites

Currently permitted USTs in Marin County.

Date of Government Version: 01/02/2018  
Date Data Arrived at EDR: 01/05/2018  
Date Made Active in Reports: 01/17/2018  
Number of Days to Update: 12

Source: Public Works Department Waste Management  
Telephone: 415-473-6647  
Last EDR Contact: 01/02/2018  
Next Scheduled EDR Contact: 04/16/2018  
Data Release Frequency: Semi-Annually

## MERCED COUNTY:

### CUPA Facility List

CUPA facility list.

Date of Government Version: 01/11/2018  
Date Data Arrived at EDR: 01/12/2018  
Date Made Active in Reports: 02/08/2018  
Number of Days to Update: 27

Source: Merced County Environmental Health  
Telephone: 209-381-1094  
Last EDR Contact: 02/14/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## MONO COUNTY:

### CUPA Facility List

CUPA Facility List

Date of Government Version: 02/22/2018  
Date Data Arrived at EDR: 02/27/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 15

Source: Mono County Health Department  
Telephone: 760-932-5580  
Last EDR Contact: 02/22/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: Varies

## MONTEREY COUNTY:

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## CUPA Facility Listing

CUPA Program listing from the Environmental Health Division.

Date of Government Version: 01/09/2018  
Date Data Arrived at EDR: 01/11/2018  
Date Made Active in Reports: 01/31/2018  
Number of Days to Update: 50

Source: Monterey County Health Department  
Telephone: 831-796-1297  
Last EDR Contact: 02/20/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## NAPA COUNTY:

### Sites With Reported Contamination

A listing of leaking underground storage tank sites located in Napa county.

Date of Government Version: 01/09/2017  
Date Data Arrived at EDR: 01/11/2017  
Date Made Active in Reports: 03/02/2017  
Number of Days to Update: 50

Source: Napa County Department of Environmental Management  
Telephone: 707-253-4269  
Last EDR Contact: 02/22/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: No Update Planned

### Closed and Operating Underground Storage Tank Sites

Underground storage tank sites located in Napa county.

Date of Government Version: 11/22/2017  
Date Data Arrived at EDR: 11/27/2017  
Date Made Active in Reports: 12/19/2017  
Number of Days to Update: 22

Source: Napa County Department of Environmental Management  
Telephone: 707-253-4269  
Last EDR Contact: 02/22/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: No Update Planned

## NEVADA COUNTY:

### CUPA Facility List

CUPA facility list.

Date of Government Version: 01/31/2018  
Date Data Arrived at EDR: 02/01/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 41

Source: Community Development Agency  
Telephone: 530-265-1467  
Last EDR Contact: 01/29/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Varies

## ORANGE COUNTY:

### List of Industrial Site Cleanups

Petroleum and non-petroleum spills.

Date of Government Version: 11/02/2017  
Date Data Arrived at EDR: 11/09/2017  
Date Made Active in Reports: 12/07/2017  
Number of Days to Update: 28

Source: Health Care Agency  
Telephone: 714-834-3446  
Last EDR Contact: 02/05/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Annually

### List of Underground Storage Tank Cleanups

Orange County Underground Storage Tank Cleanups (LUST).

Date of Government Version: 11/02/2017  
Date Data Arrived at EDR: 11/09/2017  
Date Made Active in Reports: 12/15/2017  
Number of Days to Update: 36

Source: Health Care Agency  
Telephone: 714-834-3446  
Last EDR Contact: 02/05/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## List of Underground Storage Tank Facilities

Orange County Underground Storage Tank Facilities (UST).

Date of Government Version: 11/02/2017	Source: Health Care Agency
Date Data Arrived at EDR: 11/07/2017	Telephone: 714-834-3446
Date Made Active in Reports: 12/19/2017	Last EDR Contact: 02/07/2018
Number of Days to Update: 42	Next Scheduled EDR Contact: 05/21/2018
	Data Release Frequency: Quarterly

## PLACER COUNTY:

### Master List of Facilities

List includes aboveground tanks, underground tanks and cleanup sites.

Date of Government Version: 12/08/2017	Source: Placer County Health and Human Services
Date Data Arrived at EDR: 12/12/2017	Telephone: 530-745-2363
Date Made Active in Reports: 01/31/2018	Last EDR Contact: 03/15/2018
Number of Days to Update: 50	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Semi-Annually

## PLUMAS COUNTY:

### CUPA Facility List

Plumas County CUPA Program facilities.

Date of Government Version: 01/22/2018	Source: Plumas County Environmental Health
Date Data Arrived at EDR: 01/24/2018	Telephone: 530-283-6355
Date Made Active in Reports: 03/15/2018	Last EDR Contact: 01/22/2018
Number of Days to Update: 50	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## RIVERSIDE COUNTY:

### Listing of Underground Tank Cleanup Sites

Riverside County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 10/11/2017	Source: Department of Environmental Health
Date Data Arrived at EDR: 10/12/2017	Telephone: 951-358-5055
Date Made Active in Reports: 11/09/2017	Last EDR Contact: 12/15/2017
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/02/2018
	Data Release Frequency: Quarterly

### Underground Storage Tank Tank List

Underground storage tank sites located in Riverside county.

Date of Government Version: 10/12/2017	Source: Department of Environmental Health
Date Data Arrived at EDR: 10/12/2017	Telephone: 951-358-5055
Date Made Active in Reports: 11/08/2017	Last EDR Contact: 12/15/2017
Number of Days to Update: 27	Next Scheduled EDR Contact: 04/02/2018
	Data Release Frequency: Quarterly

## SACRAMENTO COUNTY:

### Toxic Site Clean-Up List

List of sites where unauthorized releases of potentially hazardous materials have occurred.



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 11/02/2017  
Date Data Arrived at EDR: 01/03/2018  
Date Made Active in Reports: 02/05/2018  
Number of Days to Update: 33

Source: Sacramento County Environmental Management  
Telephone: 916-875-8406  
Last EDR Contact: 01/03/2018  
Next Scheduled EDR Contact: 04/16/2018  
Data Release Frequency: Quarterly

## Master Hazardous Materials Facility List

Any business that has hazardous materials on site - hazardous material storage sites, underground storage tanks, waste generators.

Date of Government Version: 11/02/2017  
Date Data Arrived at EDR: 01/03/2018  
Date Made Active in Reports: 02/14/2018  
Number of Days to Update: 42

Source: Sacramento County Environmental Management  
Telephone: 916-875-8406  
Last EDR Contact: 01/03/2018  
Next Scheduled EDR Contact: 04/16/2018  
Data Release Frequency: Quarterly

## SAN BENITO COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 11/01/2017  
Date Data Arrived at EDR: 11/03/2017  
Date Made Active in Reports: 11/17/2017  
Number of Days to Update: 14

Source: San Benito County Environmental Health  
Telephone: N/A  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Varies

## SAN BERNARDINO COUNTY:

### Hazardous Material Permits

This listing includes underground storage tanks, medical waste handlers/generators, hazardous materials handlers, hazardous waste generators, and waste oil generators/handlers.

Date of Government Version: 11/30/2017  
Date Data Arrived at EDR: 12/01/2017  
Date Made Active in Reports: 01/16/2018  
Number of Days to Update: 46

Source: San Bernardino County Fire Department Hazardous Materials Division  
Telephone: 909-387-3041  
Last EDR Contact: 02/05/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Quarterly

## SAN DIEGO COUNTY:

### Hazardous Materials Management Division Database

The database includes: HE58 - This report contains the business name, site address, business phone number, establishment 'H' permit number, type of permit, and the business status. HE17 - In addition to providing the same information provided in the HE58 listing, HE17 provides inspection dates, violations received by the establishment, hazardous waste generated, the quantity, method of storage, treatment/disposal of waste and the hauler, and information on underground storage tanks. Unauthorized Release List - Includes a summary of environmental contamination cases in San Diego County (underground tank cases, non-tank cases, groundwater contamination, and soil contamination are included.)

Date of Government Version: 12/04/2017  
Date Data Arrived at EDR: 12/05/2017  
Date Made Active in Reports: 01/11/2018  
Number of Days to Update: 37

Source: Hazardous Materials Management Division  
Telephone: 619-338-2268  
Last EDR Contact: 03/07/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## Solid Waste Facilities

San Diego County Solid Waste Facilities.

Date of Government Version: 10/31/2015  
Date Data Arrived at EDR: 11/07/2015  
Date Made Active in Reports: 01/04/2016  
Number of Days to Update: 58

Source: Department of Health Services  
Telephone: 619-338-2209  
Last EDR Contact: 02/01/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## Environmental Case Listing

The listing contains all underground tank release cases and projects pertaining to properties contaminated with hazardous substances that are actively under review by the Site Assessment and Mitigation Program.

Date of Government Version: 03/23/2010  
Date Data Arrived at EDR: 06/15/2010  
Date Made Active in Reports: 07/09/2010  
Number of Days to Update: 24

Source: San Diego County Department of Environmental Health  
Telephone: 619-338-2371  
Last EDR Contact: 02/28/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: No Update Planned

## SAN FRANCISCO COUNTY:

### Local Oversight Facilities

A listing of leaking underground storage tank sites located in San Francisco county.

Date of Government Version: 09/19/2008  
Date Data Arrived at EDR: 09/19/2008  
Date Made Active in Reports: 09/29/2008  
Number of Days to Update: 10

Source: Department Of Public Health San Francisco County  
Telephone: 415-252-3920  
Last EDR Contact: 02/01/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Quarterly

### Underground Storage Tank Information

Underground storage tank sites located in San Francisco county.

Date of Government Version: 11/02/2017  
Date Data Arrived at EDR: 11/07/2017  
Date Made Active in Reports: 12/19/2017  
Number of Days to Update: 42

Source: Department of Public Health  
Telephone: 415-252-3920  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Quarterly

## SAN JOAQUIN COUNTY:

### San Joaquin Co. UST

A listing of underground storage tank locations in San Joaquin county.

Date of Government Version: 12/20/2017  
Date Data Arrived at EDR: 12/21/2017  
Date Made Active in Reports: 02/01/2018  
Number of Days to Update: 42

Source: Environmental Health Department  
Telephone: N/A  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 07/02/2018  
Data Release Frequency: Semi-Annually

## SAN LUIS OBISPO COUNTY:

### CUPA Facility List

Cupa Facility List.

Date of Government Version: 11/16/2017  
Date Data Arrived at EDR: 11/17/2017  
Date Made Active in Reports: 12/18/2017  
Number of Days to Update: 31

Source: San Luis Obispo County Public Health Department  
Telephone: 805-781-5596  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## SAN MATEO COUNTY:

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## Business Inventory

List includes Hazardous Materials Business Plan, hazardous waste generators, and underground storage tanks.

Date of Government Version: 12/12/2017  
Date Data Arrived at EDR: 12/14/2017  
Date Made Active in Reports: 01/11/2018  
Number of Days to Update: 28

Source: San Mateo County Environmental Health Services Division  
Telephone: 650-363-1921  
Last EDR Contact: 03/07/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Annually

## Fuel Leak List

A listing of leaking underground storage tank sites located in San Mateo county.

Date of Government Version: 12/12/2017  
Date Data Arrived at EDR: 12/14/2017  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 29

Source: San Mateo County Environmental Health Services Division  
Telephone: 650-363-1921  
Last EDR Contact: 03/07/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Semi-Annually

## SANTA BARBARA COUNTY:

### CUPA Facility Listing

CUPA Program Listing from the Environmental Health Services division.

Date of Government Version: 09/08/2011  
Date Data Arrived at EDR: 09/09/2011  
Date Made Active in Reports: 10/07/2011  
Number of Days to Update: 28

Source: Santa Barbara County Public Health Department  
Telephone: 805-686-8167  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## SANTA CLARA COUNTY:

### Cupa Facility List

Cupa facility list

Date of Government Version: 11/14/2017  
Date Data Arrived at EDR: 11/16/2017  
Date Made Active in Reports: 01/04/2018  
Number of Days to Update: 49

Source: Department of Environmental Health  
Telephone: 408-918-1973  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

### HIST LUST - Fuel Leak Site Activity Report

A listing of open and closed leaking underground storage tanks. This listing is no longer updated by the county. Leaking underground storage tanks are now handled by the Department of Environmental Health.

Date of Government Version: 03/29/2005  
Date Data Arrived at EDR: 03/30/2005  
Date Made Active in Reports: 04/21/2005  
Number of Days to Update: 22

Source: Santa Clara Valley Water District  
Telephone: 408-265-2600  
Last EDR Contact: 03/23/2009  
Next Scheduled EDR Contact: 06/22/2009  
Data Release Frequency: No Update Planned

### LOP Listing

A listing of leaking underground storage tanks located in Santa Clara county.

Date of Government Version: 03/03/2014  
Date Data Arrived at EDR: 03/05/2014  
Date Made Active in Reports: 03/18/2014  
Number of Days to Update: 13

Source: Department of Environmental Health  
Telephone: 408-918-3417  
Last EDR Contact: 02/22/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## Hazardous Material Facilities

Hazardous material facilities, including underground storage tank sites.

Date of Government Version: 11/01/2017  
Date Data Arrived at EDR: 11/03/2017  
Date Made Active in Reports: 12/07/2017  
Number of Days to Update: 34

Source: City of San Jose Fire Department  
Telephone: 408-535-7694  
Last EDR Contact: 02/01/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Annually

## SANTA CRUZ COUNTY:

### CUPA Facility List

CUPA facility listing.

Date of Government Version: 01/21/2017  
Date Data Arrived at EDR: 02/22/2017  
Date Made Active in Reports: 05/23/2017  
Number of Days to Update: 30

Source: Santa Cruz County Environmental Health  
Telephone: 831-464-2761  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## SHASTA COUNTY:

### CUPA Facility List

Cupa Facility List.

Date of Government Version: 06/15/2017  
Date Data Arrived at EDR: 06/19/2017  
Date Made Active in Reports: 08/09/2017  
Number of Days to Update: 51

Source: Shasta County Department of Resource Management  
Telephone: 530-225-5789  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## SOLANO COUNTY:

### Leaking Underground Storage Tanks

A listing of leaking underground storage tank sites located in Solano county.

Date of Government Version: 12/14/2017  
Date Data Arrived at EDR: 12/15/2017  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 28

Source: Solano County Department of Environmental Management  
Telephone: 707-784-6770  
Last EDR Contact: 02/28/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Quarterly

### Underground Storage Tanks

Underground storage tank sites located in Solano county.

Date of Government Version: 12/14/2017  
Date Data Arrived at EDR: 12/15/2017  
Date Made Active in Reports: 01/18/2018  
Number of Days to Update: 34

Source: Solano County Department of Environmental Management  
Telephone: 707-784-6770  
Last EDR Contact: 02/28/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Quarterly

## SONOMA COUNTY:

### Cupa Facility List

Cupa Facility list

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/20/2017  
Date Data Arrived at EDR: 12/21/2017  
Date Made Active in Reports: 01/31/2018  
Number of Days to Update: 41

Source: County of Sonoma Fire & Emergency Services Department  
Telephone: 707-565-1174  
Last EDR Contact: 12/19/2017  
Next Scheduled EDR Contact: 04/09/2018  
Data Release Frequency: Varies

## Leaking Underground Storage Tank Sites

A listing of leaking underground storage tank sites located in Sonoma county.

Date of Government Version: 01/04/2018  
Date Data Arrived at EDR: 01/09/2018  
Date Made Active in Reports: 02/06/2018  
Number of Days to Update: 28

Source: Department of Health Services  
Telephone: 707-565-6565  
Last EDR Contact: 01/04/2018  
Next Scheduled EDR Contact: 04/09/2018  
Data Release Frequency: Quarterly

## STANISLAUS COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 02/06/2018  
Date Data Arrived at EDR: 02/07/2018  
Date Made Active in Reports: 03/16/2018  
Number of Days to Update: 37

Source: Stanislaus County Department of Environmental Protection  
Telephone: 209-525-6751  
Last EDR Contact: 01/16/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Varies

## SUTTER COUNTY:

### Underground Storage Tanks

Underground storage tank sites located in Sutter county.

Date of Government Version: 12/01/2017  
Date Data Arrived at EDR: 12/04/2017  
Date Made Active in Reports: 12/19/2017  
Number of Days to Update: 15

Source: Sutter County Department of Agriculture  
Telephone: 530-822-7500  
Last EDR Contact: 02/28/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Semi-Annually

## TEHAMA COUNTY:

### CUPA Facility List

Cupa facilities

Date of Government Version: 11/16/2017  
Date Data Arrived at EDR: 11/17/2017  
Date Made Active in Reports: 12/18/2017  
Number of Days to Update: 31

Source: Tehama County Department of Environmental Health  
Telephone: 530-527-8020  
Last EDR Contact: 02/01/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Varies

## TRINITY COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 10/23/2017  
Date Data Arrived at EDR: 10/24/2017  
Date Made Active in Reports: 11/16/2017  
Number of Days to Update: 23

Source: Department of Toxic Substances Control  
Telephone: 760-352-0381  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## TULARE COUNTY:

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## CUPA Facility List

Cupa program facilities

Date of Government Version: 09/27/2017  
Date Data Arrived at EDR: 09/28/2017  
Date Made Active in Reports: 10/16/2017  
Number of Days to Update: 18

Source: Tulare County Environmental Health Services Division  
Telephone: 559-624-7400  
Last EDR Contact: 03/06/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Varies

## TUOLUMNE COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 01/22/2018  
Date Data Arrived at EDR: 01/25/2018  
Date Made Active in Reports: 03/16/2018  
Number of Days to Update: 50

Source: Divison of Environmental Health  
Telephone: 209-533-5633  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## VENTURA COUNTY:

### Business Plan, Hazardous Waste Producers, and Operating Underground Tanks

The BWT list indicates by site address whether the Environmental Health Division has Business Plan (B), Waste Producer (W), and/or Underground Tank (T) information.

Date of Government Version: 12/26/2017  
Date Data Arrived at EDR: 01/25/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 48

Source: Ventura County Environmental Health Division  
Telephone: 805-654-2813  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Quarterly

### Inventory of Illegal Abandoned and Inactive Sites

Ventura County Inventory of Closed, Illegal Abandoned, and Inactive Sites.

Date of Government Version: 12/01/2011  
Date Data Arrived at EDR: 12/01/2011  
Date Made Active in Reports: 01/19/2012  
Number of Days to Update: 49

Source: Environmental Health Division  
Telephone: 805-654-2813  
Last EDR Contact: 12/26/2017  
Next Scheduled EDR Contact: 04/16/2018  
Data Release Frequency: Annually

### Listing of Underground Tank Cleanup Sites

Ventura County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 05/29/2008  
Date Data Arrived at EDR: 06/24/2008  
Date Made Active in Reports: 07/31/2008  
Number of Days to Update: 37

Source: Environmental Health Division  
Telephone: 805-654-2813  
Last EDR Contact: 02/08/2018  
Next Scheduled EDR Contact: 05/28/2018  
Data Release Frequency: Quarterly

### Medical Waste Program List

To protect public health and safety and the environment from potential exposure to disease causing agents, the Environmental Health Division Medical Waste Program regulates the generation, handling, storage, treatment and disposal of medical waste throughout the County.

Date of Government Version: 09/26/2017  
Date Data Arrived at EDR: 10/25/2017  
Date Made Active in Reports: 12/07/2017  
Number of Days to Update: 43

Source: Ventura County Resource Management Agency  
Telephone: 805-654-2813  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## Underground Tank Closed Sites List

Ventura County Operating Underground Storage Tank Sites (UST)/Underground Tank Closed Sites List.

Date of Government Version: 11/27/2017	Source: Environmental Health Division
Date Data Arrived at EDR: 12/13/2017	Telephone: 805-654-2813
Date Made Active in Reports: 01/19/2018	Last EDR Contact: 03/14/2018
Number of Days to Update: 37	Next Scheduled EDR Contact: 06/25/2018
	Data Release Frequency: Quarterly

## YOLO COUNTY:

### Underground Storage Tank Comprehensive Facility Report

Underground storage tank sites located in Yolo county.

Date of Government Version: 01/02/2018	Source: Yolo County Department of Health
Date Data Arrived at EDR: 01/09/2018	Telephone: 530-666-8646
Date Made Active in Reports: 01/19/2018	Last EDR Contact: 01/02/2018
Number of Days to Update: 10	Next Scheduled EDR Contact: 04/16/2018
	Data Release Frequency: Annually

## YUBA COUNTY:

### CUPA Facility List

CUPA facility listing for Yuba County.

Date of Government Version: 11/08/2017	Source: Yuba County Environmental Health Department
Date Data Arrived at EDR: 11/10/2017	Telephone: 530-749-7523
Date Made Active in Reports: 11/16/2017	Last EDR Contact: 01/29/2018
Number of Days to Update: 6	Next Scheduled EDR Contact: 05/14/2018
	Data Release Frequency: Varies

## OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

### CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 11/11/2017	Source: Department of Energy & Environmental Protection
Date Data Arrived at EDR: 11/14/2017	Telephone: 860-424-3375
Date Made Active in Reports: 12/18/2017	Last EDR Contact: 02/14/2018
Number of Days to Update: 34	Next Scheduled EDR Contact: 05/28/2018
	Data Release Frequency: No Update Planned

### NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2016	Source: Department of Environmental Protection
Date Data Arrived at EDR: 04/11/2017	Telephone: N/A
Date Made Active in Reports: 07/27/2017	Last EDR Contact: 01/05/2018
Number of Days to Update: 107	Next Scheduled EDR Contact: 04/23/2018
	Data Release Frequency: Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 12/31/2017  
Date Data Arrived at EDR: 01/31/2018  
Date Made Active in Reports: 03/09/2018  
Number of Days to Update: 37

Source: Department of Environmental Conservation  
Telephone: 518-402-8651  
Last EDR Contact: 01/31/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Quarterly

## PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2016  
Date Data Arrived at EDR: 07/25/2017  
Date Made Active in Reports: 09/25/2017  
Number of Days to Update: 62

Source: Department of Environmental Protection  
Telephone: 717-783-8990  
Last EDR Contact: 01/16/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Annually

## RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2013  
Date Data Arrived at EDR: 06/19/2015  
Date Made Active in Reports: 07/15/2015  
Number of Days to Update: 26

Source: Department of Environmental Management  
Telephone: 401-222-2797  
Last EDR Contact: 02/21/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Annually

## WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2016  
Date Data Arrived at EDR: 04/13/2017  
Date Made Active in Reports: 07/14/2017  
Number of Days to Update: 92

Source: Department of Natural Resources  
Telephone: N/A  
Last EDR Contact: 03/08/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Annually

## Oil/Gas Pipelines

Source: PennWell Corporation

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

## Electric Power Transmission Line Data

Source: PennWell Corporation

This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

**Sensitive Receptors:** There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

## AHA Hospitals:

Source: American Hospital Association, Inc.  
Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

## Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services  
Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### Nursing Homes

Source: National Institutes of Health

Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

### Public Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

### Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

### Daycare Centers: Licensed Facilities

Source: Department of Social Services

Telephone: 916-657-4041

**Flood Zone Data:** This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

### State Wetlands Data: Wetland Inventory

Source: Department of Fish & Game

Telephone: 916-445-0411

## **STREET AND ADDRESS INFORMATION**

© 2015 TomTom North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

## GEOCHECK® - PHYSICAL SETTING SOURCE ADDENDUM

### TARGET PROPERTY ADDRESS

ARAGORN-ATHOS PROJECT  
RIVERSIDE COUNTY  
DESERT CENTER, CA 92239

### TARGET PROPERTY COORDINATES

Latitude (North): 33.763836 - 33° 45' 49.81"  
Longitude (West): 115.343153 - 115° 20' 35.35"  
Universal Transverse Mercator: Zone 11  
UTM X (Meters): 653440.0  
UTM Y (Meters): 3737010.5  
Elevation: 560 ft. above sea level

### USGS TOPOGRAPHIC MAP

Target Property Map: 5640284 EAST OF VICTORY PASS, CA  
Version Date: 2012

South Map: 5640274 CORN SPRING, CA  
Version Date: 2012

Southwest Map: 5641072 DESERT CENTER, CA  
Version Date: 2012

Northwest Map: 5639800 VICTORY PASS, CA  
Version Date: 2012

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

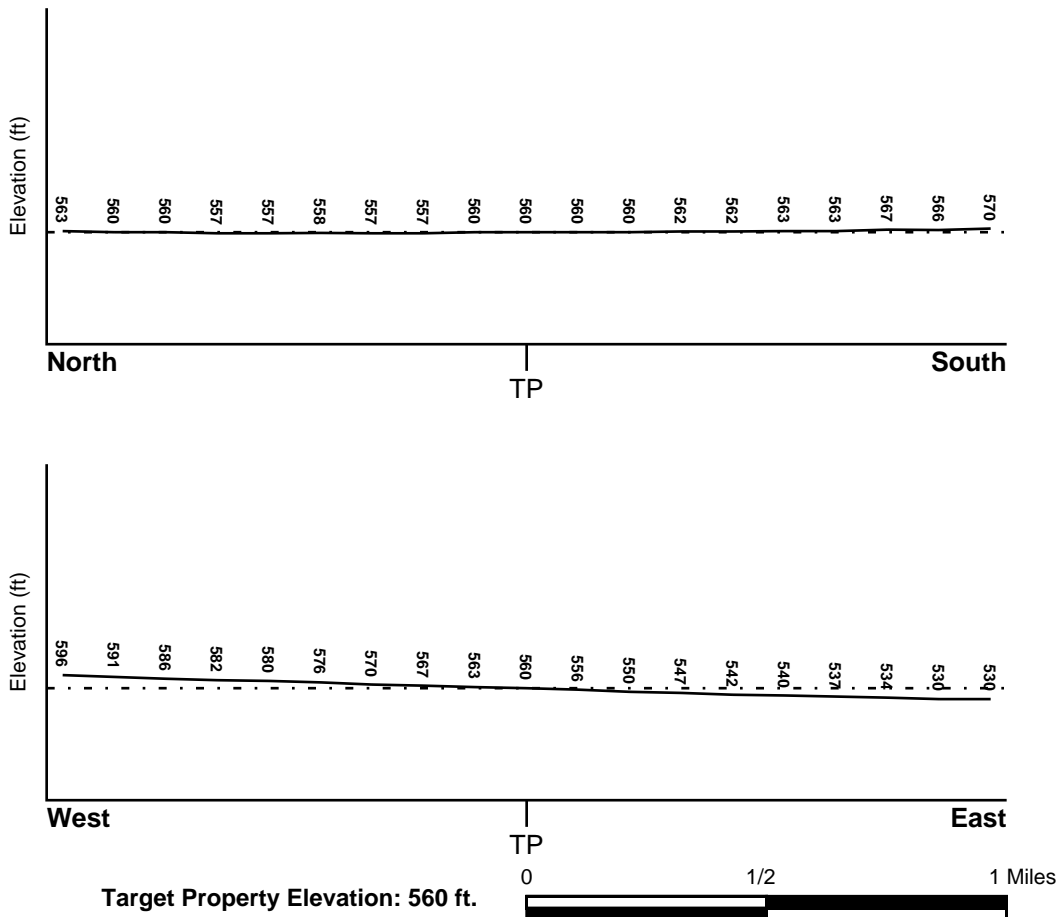
## TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

## TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General East

## SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

## **FEMA FLOOD ZONE**

<u>Flood Plain Panel at Target Property</u>	<u>FEMA Source Type</u>
0602451825A	FEMA Q3 Flood data
<u>Additional Panels in search area:</u>	<u>FEMA Source Type</u>
0602451800A	FEMA Q3 Flood data
0602452475A	FEMA Q3 Flood data
0602452450A	FEMA Q3 Flood data

## **NATIONAL WETLAND INVENTORY**

<u>NWI Quad at Target Property</u>	<u>NWI Electronic</u>
EAST OF VICTORY PASS	<u>Data Coverage</u>
	YES - refer to the Overview Map and Detail Map

## **HYDROGEOLOGIC INFORMATION**

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

### ***Site-Specific Hydrogeological Data\*:***

Search Radius:	1.25 miles
Status:	Not found

## **AQUIFLOW®**

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION</u>	<u>GENERAL DIRECTION</u>
	<u>FROM TP</u>	<u>GROUNDWATER FLOW</u>
Not Reported		

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

### GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

### GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

#### ROCK STRATIGRAPHIC UNIT

Era: Cenozoic  
System: Quaternary  
Series: Quaternary  
Code: Q (*decoded above as Era, System & Series*)

#### GEOLOGIC AGE IDENTIFICATION

Category: Stratified Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

### DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name: CHERIONI

Soil Surface Texture: very gravelly - sandy loam

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Well drained. Soils have intermediate water holding capacity. Depth to water table is more than 6 feet.

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel: HIGH

Depth to Bedrock Min: > 6 inches

Depth to Bedrock Max: > 20 inches

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Permeability Rate (in/hr)	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	2 inches	very gravelly - sandy loam	Granular materials (35 pct. or less passing No. 200), Stone Fragments, Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 2.00 Min: 0.60	Max: 8.40 Min: 7.90
2	2 inches	9 inches	very gravelly - very fine sandy loam	Granular materials (35 pct. or less passing No. 200), Stone Fragments, Gravel and Sand.	COARSE-GRAINED SOILS, Gravels, Gravels with fines, Silty Gravel	Max: 2.00 Min: 0.60	Max: 8.40 Min: 7.90
3	9 inches	11 inches	indurated	Not reported	Not reported	Max: 0.00 Min: 0.00	Max: 0.00 Min: 0.00
4	11 inches	20 inches	unweathered bedrock	Not reported	Not reported	Max: 0.00 Min: 0.00	Max: 0.00 Min: 0.00

### OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinator soil types may appear within the general area of target property.

Soil Surface Textures: extremely gravelly - sandy loam

Surficial Soil Types: extremely gravelly - sandy loam

Shallow Soil Types: cemented  
extremely gravelly - sandy loam  
very gravelly - sandy clay loam

Deeper Soil Types: stratified

### LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	4.000
Federal FRDS PWS	Nearest PWS within 3.000 miles
State Database	4.000

## **FEDERAL USGS WELL INFORMATION**

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
1	USGS40000128504	1/8 - 1/4 Mile NNW
A2	USGS40000128508	1/4 - 1/2 Mile NE
A3	USGS40000128510	1/4 - 1/2 Mile NE
5	USGS40000137888	1/2 - 1 Mile SSE
B7	USGS40000138113	1 - 2 Miles NNE
C8	USGS40000137835	1 - 2 Miles SW
D10	USGS40000137782	1 - 2 Miles SSW
D11	USGS40000128503	1 - 2 Miles SSW
13	USGS40000138195	2 - 3 Miles NE
14	USGS40000128502	2 - 3 Miles SW
15	USGS40000138290	2 - 3 Miles North

## **FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION**

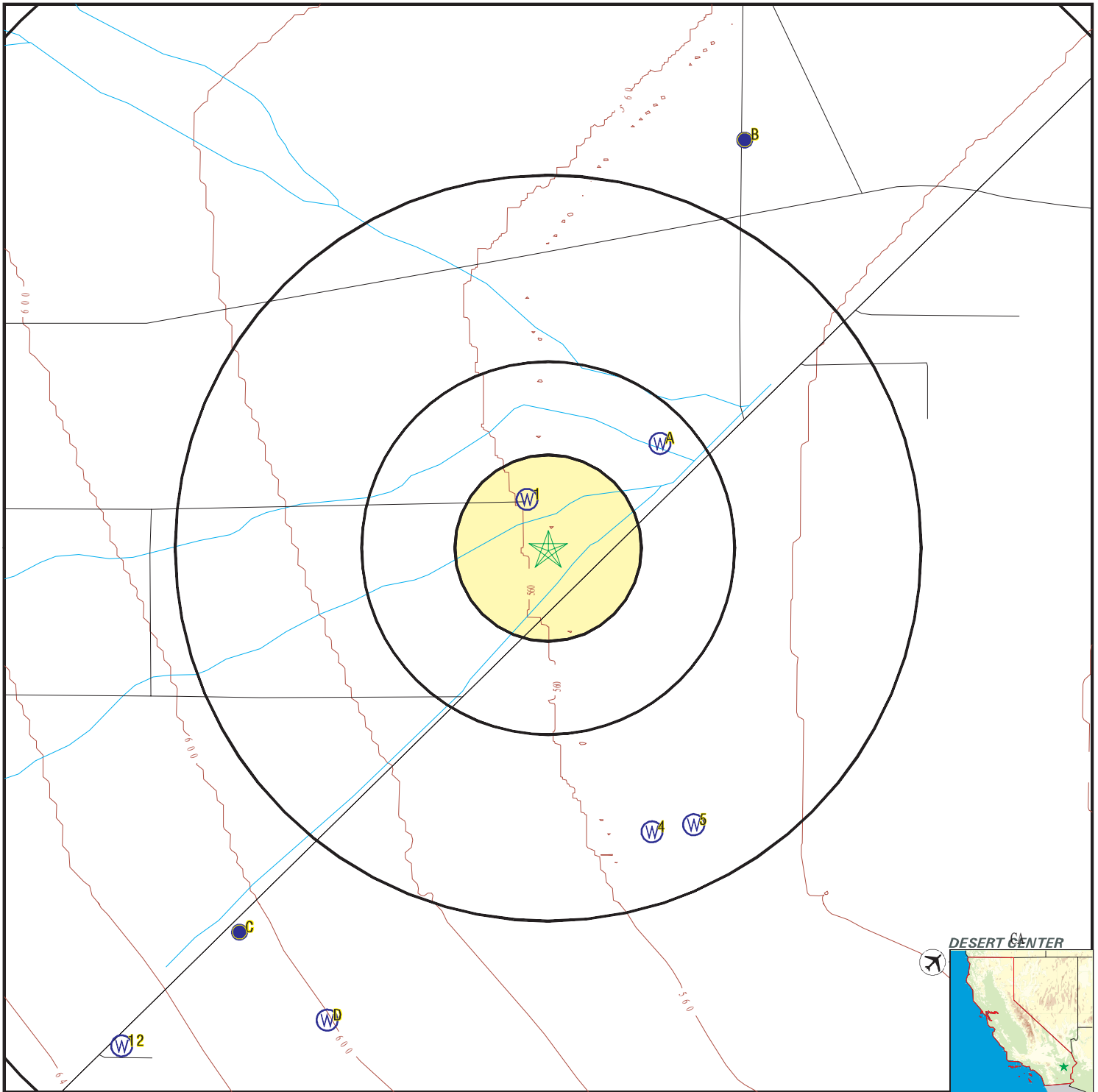
<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No PWS System Found		

Note: PWS System location is not always the same as well location.

## **STATE DATABASE WELL INFORMATION**

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
4	6381	1/2 - 1 Mile SSE
B6	CADW60000001375	1 - 2 Miles NNE
C9	6380	1 - 2 Miles SW
12	6375	1 - 2 Miles SW
16	6376	3 - 4 Miles WSW

# PHYSICAL SETTING SOURCE MAP - 5224815.2s



- County Boundary
- Major Roads
- Contour Lines
- Earthquake Fault Lines
- Airports
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons

- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Closest Hydrogeological Data
- Oil, gas or related wells



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.763836 / 115.343153

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224815.2s  
 DATE: March 19, 2018 5:47 pm



# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Database      EDR ID Number

**1**  
**NNW**  
**1/8 - 1/4 Mile**  
**Higher**      **FED USGS**      **USGS40000128504**

Org. Identifier:	USGS-AZ		
Formal name:	USGS Arizona Water Science Center		
Monloc Identifier:	USGS-334557115203601		
Monloc name:	005S016E05M001S		
Monloc type:	Well		
Monloc desc:	24475 RICE ROAD		
Huc code:	18100100	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.765729
Longitude:	-115.3441312	Sourcemap scale:	24000
Horiz Acc measure:	.01	Horiz Acc measure units:	seconds
Horiz Collection method:	Differentially corrected Global Positioning System (DGPS)		
Horiz coord refsys:	NAD83	Vert measure val:	556.8
Vert measure units:	feet	Vertacc measure val:	0.1
Vert accmeasure units:	feet		
Vertcollection method:	Differential Global Positioning System (GPS)r		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Not Reported		
Formation type:	Not Reported		
Aquifer type:	Not Reported		
Construction date:	1915	Welldepth:	Not Reported
Welldepth units:	Not Reported	Wellholedepth:	Not Reported
Wellholedepth units:	Not Reported		

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
-----		

2000-10-17 90

Note: Foreign substance was present on the surface of the water.

**A2**  
**NE**  
**1/4 - 1/2 Mile**  
**Lower**      **FED USGS**      **USGS40000128508**

Org. Identifier:	USGS-AZ		
Formal name:	USGS Arizona Water Science Center		
Monloc Identifier:	USGS-334604115201401		
Monloc name:	005S016E05F002S		
Monloc type:	Well		
Monloc desc:	24475 RICE ROAD		
Huc code:	18100100	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.7678734
Longitude:	-115.3380088	Sourcemap scale:	24000
Horiz Acc measure:	.01	Horiz Acc measure units:	seconds
Horiz Collection method:	Differentially corrected Global Positioning System (DGPS)		
Horiz coord refsys:	NAD83	Vert measure val:	544.8
Vert measure units:	feet	Vertacc measure val:	0.1
Vert accmeasure units:	feet		
Vertcollection method:	Differential Global Positioning System (GPS)r		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Not Reported		
Formation type:	Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported  
 Construction date: 19990609      Welldepth: 250  
 Welldepth units: ft      Wellholedepth: 250  
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 3

Date	Feet below Surface	Feet to Sealevel	Date	Feet below Surface	Feet to Sealevel
2000-10-17	79.62				
Note: The site had been pumped recently.					
2000-10-17	79.62				
Note: The site had been pumped recently.					
1999-06-10	81				

**A3**  
**NE**  
**1/4 - 1/2 Mile**  
**Lower**

**FED USGS      USGS40000128510**

Org. Identifier: USGS-AZ  
 Formal name: USGS Arizona Water Science Center  
 Monloc Identifier: USGS-334605115201301  
 Monloc name: 005S016E05F001S  
 Monloc type: Well  
 Monloc desc: 24475 RICE ROAD  
 Huc code: 18100100      Drainagearea value: Not Reported  
 Drainagearea Units: Not Reported      Contrib drainagearea: Not Reported  
 Contrib drainagearea units: Not Reported      Latitude: 33.7679373  
 Longitude: -115.3378755      Sourcemap scale: 24000  
 Horiz Acc measure: .01      Horiz Acc measure units: seconds  
 Horiz Collection method: Differentially corrected Global Positioning System (DGPS)  
 Horiz coord refsys: NAD83      Vert measure val: 543.5  
 Vert measure units: feet      Vertacc measure val: 0.1  
 Vert accmeasure units: feet  
 Vertcollection method: Differential Global Positioning System (GPS)r  
 Vert coord refsys: NGVD29      Countrycode: US  
 Aquifername: Not Reported  
 Formation type: Not Reported  
 Aquifer type: Not Reported  
 Construction date: Not Reported      Welldepth: Not Reported  
 Welldepth units: Not Reported      Wellholedepth: Not Reported  
 Wellholedepth units: Not Reported

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
2000-10-17	79.38	

**4**  
**SSE**  
**1/2 - 1 Mile**  
**Lower**

**CA WELLS      6381**

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

**Water System Information:**

Prime Station Code:	05S/16E-08F01 S	User ID:	33C
FRDS Number:	3301554001	County:	Riverside
District Number:	63	Station Type:	WELL/AMBNT/MUN/INTAKE
Water Type:	Well/Groundwater	Well Status:	Active Raw
Source Lat/Long:	334510.0 1152015.0	Precision:	0.5 Mile (30 Seconds)
Source Name:	WELL 01		
System Number:	3301554		
System Name:	RIVERSIDE COUNTY DESERT CENTER AIRPORT		
Organization That Operates System:			
Pop Served:	Not Reported	Connections:	Unknown, Small System
Area Served:	Unknown, Small System		

**5  
SSE  
1/2 - 1 Mile  
Lower**

**FED USGS      USGS40000137888**

Org. Identifier:	USGS-CA		
Formal name:	USGS California Water Science Center		
Monloc Identifier:	USGS-334511115200801		
Monloc name:	005S016E08F001S		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	Not Reported	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.7530739
Longitude:	-115.3363698	Sourcemap scale:	62500
Horiz Acc measure:	5	Horiz Acc measure units:	seconds
Horiz Collection method:	Interpolated from map		
Horiz coord refsys:	NAD83	Vert measure val:	555
Vert measure units:	feet	Vertacc measure val:	25
Vert accmeasure units:	feet		
Vertcollection method:	Interpolated from topographic map		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Basin and Range basin-fill aquifers		
Formation type:	Not Reported		
Aquifer type:	Not Reported		
Construction date:	Not Reported	Welldepth:	212
Welldepth units:	ft	Wellholeddepth:	Not Reported
Wellholeddepth units:	Not Reported		

Ground-water levels, Number of Measurements: 0

**B6  
NNE  
1 - 2 Miles  
Lower**

**CA WELLS      CADW60000001375**

Objectid:	1375
Latitude:	33.7797
Longitude:	-115.3344
Site code:	337797N1153344W001
State well numbe:	04S16E32M001S
Local well name:	"
Well use id:	6
Well use descrip:	Unknown
County id:	33
County name:	Riverside

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Basin code: '7-5'  
 Basin desc: Chuckwalla Valley  
 Dwr region id: 80238  
 Dwr region: Southern Region Office  
 Site id: CADW60000001375

**B7  
 NNE  
 1 - 2 Miles  
 Lower**

**FED USGS USGS40000138113**

Org. Identifier:	USGS-CA		
Formal name:	USGS California Water Science Center		
Monloc Identifier:	USGS-334647115195801		
Monloc name:	004S016E32M001S		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	18100100	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.7797398
Longitude:	-115.333592	Sourcemap scale:	62500
Horiz Acc measure:	1	Horiz Acc measure units:	seconds
Horiz Collection method:	Interpolated from map		
Horiz coord refsys:	NAD83	Vert measure val:	548.00
Vert measure units:	feet	Vertacc measure val:	1
Vert accmeasure units:	feet		
Vertcollection method:	Interpolated from topographic map		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Basin and Range basin-fill aquifers		
Formation type:	Not Reported		
Aquifer type:	Not Reported		
Construction date:	19580515	Welldepth:	555
Welldepth units:	ft	Wellholedepth:	Not Reported
Wellholedepth units:	Not Reported		

Ground-water levels, Number of Measurements: 20

Date	Feet below Surface	Feet to Sealevel	Date	Feet below Surface	Feet to Sealevel
1985-02-27	120.80		1984-07-31	121.88	
1983-01-27	90.29		1982-04-15	82.01	
1981-10-01	86.90		1981-01-23	74.16	
1980-07-24	72.87		1979-04-19	66.95	
1970-05-01	77.25		1962-11-01	77.17	
1962-09-27	79.57		1962-08-24	79.95	
1962-05-07	73.82		1962-04-09	72.45	
1962-03-08	70.29		1962-02-07	69.32	
1961-06-14	73.46				
Note: The site had been pumped recently.					
1961-06-10	71.43		1961-04-21	71.61	
1961-04-10	71.41				

**C8  
 SW  
 1 - 2 Miles  
 Higher**

**FED USGS USGS40000137835**

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier:	USGS-CA		
Formal name:	USGS California Water Science Center		
Monloc Identifier:	USGS-334452115212801		
Monloc name:	005S016E07M001S		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	18100100	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.749171
Longitude:	-115.3573315	Sourcemap scale:	24000
Horiz Acc measure:	.01	Horiz Acc measure units:	seconds
Horiz Collection method:	Differentially corrected Global Positioning System (DGPS)		
Horiz coord refsys:	NAD83	Vert measure val:	603.7
Vert measure units:	feet	Vertacc measure val:	0.1
Vert accmeasure units:	feet		
Vertcollection method:	Differential Global Positioning System (GPS)r		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Basin and Range basin-fill aquifers		
Formation type:	Not Reported		
Aquifer type:	Not Reported		
Construction date:	1958	Welldepth:	648
Welldepth units:	ft	Wellholedepth:	648
Wellholedepth units:	ft		

Ground-water levels, Number of Measurements: 25

Date	Feet below Surface	Feet to Sealevel	Date	Feet below Surface	Feet to Sealevel
-----					
2001-09-18					
	Note: An obstruction was encountered in the well above the water surface (no water level recorded).				
1994-04-20	179.16		1993-09-16	182.34	
1993-04-21	183.00		1992-09-23	188.42	
1992-03-18	189.85		1992-02-18	189.10	
1991-10-03	194.37				
1970-04-29	128.13				
	Note: Foreign substance was present on the surface of the water.				
1962-11-01	139.70				
	Note: The site was being pumped.				
1962-08-24					
	Note: The site was being pumped.				
1961-11-08	126.70		1961-10-09	124.90	
1961-10-09	124.93		1961-10-08	124.10	
1961-10-07	124.14		1961-08-06	126.93	
1961-06-19	129.19		1961-06-15	128.09	
1961-06-14	125.52		1961-06-13	127.20	
1961-06-11	126.84		1961-06-10	125.11	
1961-04-20	125.61				
	Note: The site had been pumped recently.				
1961-04-09	121.14				

**C9  
SW  
1 - 2 Miles  
Higher**

**CA WELLS 6380**

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

**Water System Information:**

Prime Station Code:	05S/16E-07M04 S	User ID:	33C
FRDS Number:	3301857001	County:	Riverside
District Number:	63	Station Type:	WELL/AMBNT/MUN/INTAKE
Water Type:	Well/Groundwater	Well Status:	Active Raw
Source Lat/Long:	334455.0 1152125.0	Precision:	0.5 Mile (30 Seconds)
Source Name:	WELL 01		
System Number:	3301857		
System Name:	WATERHOLE		
Organization That Operates System:			
	Not Reported		
Pop Served:	Unknown, Small System	Connections:	Unknown, Small System
Area Served:	Not Reported		

**D10  
SSW  
1 - 2 Miles  
Higher**

**FED USGS      USGS40000137782**

Org. Identifier:	USGS-CA		
Formal name:	USGS California Water Science Center		
Monloc Identifier:	USGS-334438115211101		
Monloc name:	005S016E07P001S		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	18100100	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.745574
Longitude:	-115.3533147	Sourcemap scale:	24000
Horiz Acc measure:	1	Horiz Acc measure units:	seconds
Horiz Collection method:	Interpolated from map		
Horiz coord refsys:	NAD83	Vert measure val:	598.
Vert measure units:	feet	Vertacc measure val:	1
Vert accmeasure units:	feet		
Vertcollection method:	Interpolated from topographic map		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Basin and Range basin-fill aquifers		
Formation type:	Not Reported		
Aquifer type:	Not Reported		
Construction date:	19520919	Welldepth:	347
Welldepth units:	ft	Wellholeddepth:	347
Wellholeddepth units:	ft		

Ground-water levels, Number of Measurements: 7

Date	Feet below Surface	Feet to Sealevel	Date	Feet below Surface	Feet to Sealevel
1992-02-18	188.38				
1991-10-04					
Note: The measurement was discontinued.					
1991-10-03					
Note: An obstruction was encountered in the well above the water surface (no water level recorded).					
1991-03-14	199.29		1990-10-23	207.83	
1990-06-26	212.86		1952-09-19	108	

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**D11**  
**SSW**  
**1 - 2 Miles**  
**Higher**

**FED USGS      USGS40000128503**

Org. Identifier:	USGS-AZ		
Formal name:	USGS Arizona Water Science Center		
Monloc Identifier:	USGS-334444115210902		
Monloc name:	005S016E07P002S		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	18100100	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.7453656
Longitude:	-115.3535703	Sourcemap scale:	24000
Horiz Acc measure:	.01	Horiz Acc measure units:	seconds
Horiz Collection method:	Differentially corrected Global Positioning System (DGPS)		
Horiz coord refsys:	NAD83	Vert measure val:	598.4
Vert measure units:	feet	Vertacc measure val:	0.1
Vert accmeasure units:	feet		
Vertcollection method:	Differential Global Positioning System (GPS)r		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Not Reported		
Formation type:	Not Reported		
Aquifer type:	Not Reported		
Construction date:	19850919	Welldepth:	767
Welldepth units:	ft	Wellholedepth:	767
Wellholedepth units:	ft		

Ground-water levels, Number of Measurements: 1

	Feet below	Feet to
Date	Surface	Sealevel
-----		
2000-10-18	136.82	

**12**  
**SW**  
**1 - 2 Miles**  
**Higher**

**CA WELLS      6375**

**Water System Information:**

Prime Station Code:	05S/15E-12R01 S	User ID:	33C
FRDS Number:	3301293001	County:	Riverside
District Number:	63	Station Type:	WELL/AMBNT/MUN/INTAKE
Water Type:	Well/Groundwater	Well Status:	Active Raw
Source Lat/Long:	334440.0 1152144.0	Precision:	1,000 Feet (10 Seconds)
Source Name:	WELL 01		
System Number:	3301293		
System Name:	GREEN ACRES MOBILE PARK		
Organization That Operates System:	Not Reported		
Pop Served:	Unknown, Small System	Connections:	Unknown, Small System
Area Served:	Not Reported		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Sample Collected:	05-JAN-12	Findings:	33. MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	05-APR-12	Findings:	25. MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	08-JAN-15	Findings:	21. MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	02-APR-15	Findings:	21. MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	09-JUL-15	Findings:	20. MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	01-OCT-15	Findings:	23. MG/L
Chemical:	NITRATE (AS NO3)		

**13  
NE  
2 - 3 Miles  
Lower**

**FED USGS      USGS40000138195**

Org. Identifier:	USGS-CA		
Formal name:	USGS California Water Science Center		
Monloc Identifier:	USGS-334725115191001		
Monloc name:	004S016E29R001S		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	Not Reported	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.7902952
Longitude:	-115.3202862	Sourcemap scale:	62500
Horiz Acc measure:	5	Horiz Acc measure units:	seconds
Horiz Collection method:	Interpolated from map		
Horiz coord refsys:	NAD83	Vert measure val:	540
Vert measure units:	feet	Vertacc measure val:	25
Vert accmeasure units:	feet		
Vertcollection method:	Interpolated from topographic map		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Basin and Range basin-fill aquifers		
Formation type:	Not Reported		
Aquifer type:	Not Reported		
Construction date:	Not Reported	Welldepth:	109.7
Welldepth units:	ft	Wellholedepth:	Not Reported
Wellholedepth units:	Not Reported		

Ground-water levels, Number of Measurements: 0

**14  
SW  
2 - 3 Miles  
Higher**

**FED USGS      USGS40000128502**

Org. Identifier:	USGS-AZ		
Formal name:	USGS Arizona Water Science Center		
Monloc Identifier:	USGS-334437115223601		
Monloc name:	005S015E12N001S		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	18100100	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.7440238
Longitude:	-115.3781377	Sourcemap scale:	24000



## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure:	.01	Horiz Acc measure units:	seconds
Horiz Collection method:	Differentially corrected Global Positioning System (DGPS)		
Horiz coord refsys:	NAD83	Vert measure val:	670.9
Vert measure units:	feet	Vertacc measure val:	0.1
Vert accmeasure units:	feet		
Vertcollection method:	Differential Global Positioning System (GPS)r		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Not Reported		
Formation type:	Not Reported		
Aquifer type:	Not Reported		
Construction date:	196104	Welldepth:	746
Welldepth units:	ft	Wellholedepth:	746
Wellholedepth units:	ft		

Ground-water levels, Number of Measurements: 6

Date	Feet below Surface	Feet to Sealevel	Date	Feet below Surface	Feet to Sealevel
2000-03-31	182.51		1992-03-26	189.90	
1992-03-24					
Note: The site was being pumped.					
1970-05-01	171.82		1967-06-20	171.80	
1961-04-28	173.07				

**15**  
**North**  
**2 - 3 Miles**  
**Higher**

**FED USGS      USGS40000138290**

Org. Identifier:	USGS-CA		
Formal name:	USGS California Water Science Center		
Monloc Identifier:	USGS-334803115200201		
Monloc name:	004S016E30D001S		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	Not Reported	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.8008503
Longitude:	-115.3347034	Sourcemap scale:	62500
Horiz Acc measure:	5	Horiz Acc measure units:	seconds
Horiz Collection method:	Interpolated from map		
Horiz coord refsys:	NAD83	Vert measure val:	603
Vert measure units:	feet	Vertacc measure val:	25
Vert accmeasure units:	feet		
Vertcollection method:	Interpolated from topographic map		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Basin and Range basin-fill aquifers		
Formation type:	Not Reported		
Aquifer type:	Not Reported		
Construction date:	Not Reported	Welldepth:	610
Welldepth units:	ft	Wellholedepth:	Not Reported
Wellholedepth units:	Not Reported		

Ground-water levels, Number of Measurements: 0

**16**  
**WSW**  
**3 - 4 Miles**  
**Higher**

**CA WELLS      6376**

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

### Water System Information:

Prime Station Code:	05S/15E-14D01 S	User ID:	33C
FRDS Number:	3309999001	County:	Riverside
District Number:	63	Station Type:	WELL/AMBNT/MUN/INTAKE
Water Type:	Well/Groundwater	Well Status:	Active Raw
Source Lat/Long:	334430.0 1152350.0	Precision:	1,000 Feet (10 Seconds)
Source Name:	WELL 04		
System Number:	3309999		
System Name:	RIVERSIDE CO SERVICE AREA #51-LAKE TAMAR		
Organization That Operates System:	Not Reported		
Pop Served:	Unknown, Small System	Connections:	Unknown, Small System
Area Served:	Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

## AREA RADON INFORMATION

State Database: CA Radon

### Radon Test Results

Zipcode	Num Tests	> 4 pCi/L
92239	1	0

Federal EPA Radon Zone for RIVERSIDE County: 2

- Note: Zone 1 indoor average level > 4 pCi/L.  
 : Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.  
 : Zone 3 indoor average level < 2 pCi/L.

---

### Federal Area Radon Information for RIVERSIDE COUNTY, CA

Number of sites tested: 12

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	0.117 pCi/L	100%	0%	0%
Living Area - 2nd Floor	0.450 pCi/L	100%	0%	0%
Basement	1.700 pCi/L	100%	0%	0%

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## TOPOGRAPHIC INFORMATION

### USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

## HYDROLOGIC INFORMATION

**Flood Zone Data:** This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

### State Wetlands Data: Wetland Inventory

Source: Department of Fish & Game

Telephone: 916-445-0411

## HYDROGEOLOGIC INFORMATION

### AQUIFLOW<sup>R</sup> Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

## GEOLOGIC INFORMATION

### Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

### STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

### SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## LOCAL / REGIONAL WATER AGENCY RECORDS

### FEDERAL WATER WELLS

#### PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

#### PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

#### USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

### STATE RECORDS

#### Water Well Database

Source: Department of Water Resources

Telephone: 916-651-9648

#### California Drinking Water Quality Database

Source: Department of Public Health

Telephone: 916-324-2319

The database includes all drinking water compliance and special studies monitoring for the state of California since 1984. It consists of over 3,200,000 individual analyses along with well and water system information.

## OTHER STATE DATABASE INFORMATION

#### California Oil and Gas Well Locations

Source: Department of Conservation

Telephone: 916-323-1779

Oil and Gas well locations in the state.

### RADON

#### State Database: CA Radon

Source: Department of Health Services

Telephone: 916-324-2208

Radon Database for California

#### Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

#### EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

## PHYSICAL SETTING SOURCE RECORDS SEARCHED

### OTHER

Airport Landing Facilities: Private and public use landing facilities  
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater  
Source: Department of Commerce, National Oceanic and Atmospheric Administration

California Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary fault lines, prepared in 1975 by the United State Geological Survey. Additional information (also from 1975) regarding activity at specific fault lines comes from California's Preliminary Fault Activity Map prepared by the California Division of Mines and Geology.

### STREET AND ADDRESS INFORMATION

© 2015 TomTom North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

**Aragorn-Athos Project**

Riverside County

Desert Center, CA 92239

Inquiry Number: 5224824.5s

March 21, 2018

**The EDR Radius Atlas™ with GeoCheck®**



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

# TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Executive Summary .....	ES1
Overview Map .....	2
Details Maps .....	3
Map Findings Summary .....	28
Map Findings .....	32
Orphan Summary .....	33
Government Records Searched/Data Currency Tracking .....	GR-1
 <b><u>GEOCHECK ADDENDUM</u></b>	
Physical Setting Source Addendum .....	A-1
Physical Setting Source Summary .....	A-2
Physical Setting Source Map .....	A-7
Physical Setting Source Map Findings .....	A-8
Physical Setting Source Records Searched .....	PSGR-1

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

#### Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2018 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.



## EXECUTIVE SUMMARY

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 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

### TARGET PROPERTY INFORMATION

#### ADDRESS

RIVERSIDE COUNTY  
DESERT CENTER, CA 92239

#### COORDINATES

Latitude (North): 33.7218940 - 33° 43' 18.81"  
Longitude (West): 115.2772460 - 115° 16' 38.08"  
Universal Transverse Mercator: Zone 11  
UTM X (Meters): 659622.1  
UTM Y (Meters): 3732459.8  
Elevation: 581 ft. above sea level

### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	5640274 CORN SPRING, CA
Version Date:	2012
North Map:	5640284 EAST OF VICTORY PASS, CA
Version Date:	2012
Northeast Map:	5639776 PALEN LAKE, CA
Version Date:	2012
Southeast Map:	5641100 SIDEWINDER WELL, CA
Version Date:	2012

### 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

## EXECUTIVE SUMMARY

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***

FEDERAL FACILITY..... Federal Facility Site Information listing  
SEMS..... Superfund Enterprise Management System

### ***Federal CERCLIS NFRAP site list***

SEMS-ARCHIVE..... Superfund Enterprise Management System Archive

### ***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***

LUCIS..... Land Use Control Information System  
US ENG CONTROLS..... Engineering Controls Sites List  
US INST CONTROL..... Sites with Institutional Controls

### ***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

## EXECUTIVE SUMMARY

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land  
SLIC..... Statewide SLIC Cases

### ***State and tribal registered storage tank lists***

FEMA UST..... Underground Storage Tank Listing  
UST..... Active UST Facilities  
AST..... Aboveground Petroleum Storage Tank Facilities  
INDIAN UST..... Underground Storage Tanks on Indian Land

### ***State and tribal voluntary cleanup sites***

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

### ***State and tribal Brownfields sites***

BROWNFIELDS..... Considered Brownfields Sites Listing

### **ADDITIONAL ENVIRONMENTAL RECORDS**

#### ***Local Brownfield lists***

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

#### ***Local Lists of Landfill / Solid Waste Disposal Sites***

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  
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations  
ODI..... Open Dump Inventory  
IHS OPEN DUMPS..... Open Dumps on Indian Land

#### ***Local Lists of Hazardous waste / Contaminated Sites***

US HIST CDL..... Delisted National Clandestine Laboratory Register  
HIST Cal-Sites..... Historical Calsites Database  
SCH..... School Property Evaluation Program  
CDL..... Clandestine Drug Labs  
Toxic Pits..... Toxic Pits Cleanup Act Sites  
US CDL..... National Clandestine Laboratory Register

#### ***Local Lists of Registered Storage Tanks***

SWEEPS UST..... SWEEPS UST Listing  
HIST UST..... Hazardous Substance Storage Container Database  
CA FID UST..... Facility Inventory Database

#### ***Local Land Records***

LIENS..... Environmental Liens Listing  
LIENS 2..... CERCLA Lien Information

## EXECUTIVE SUMMARY

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  
SPILLS 90..... SPILLS 90 data from FirstSearch

### **Other Ascertainable Records**

RCRA NonGen / NLR..... RCRA - Non Generators / No Longer Regulated  
DOD..... Department of Defense Sites  
SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing  
US FIN ASSUR..... Financial Assurance Information  
EPA WATCH LIST..... EPA WATCH LIST  
2020 COR ACTION..... 2020 Corrective Action Program List  
TSCA..... Toxic Substances Control Act  
TRIS..... Toxic Chemical Release Inventory System  
SSTS..... Section 7 Tracking Systems  
ROD..... Records Of Decision  
RMP..... Risk Management Plans  
RAATS..... RCRA Administrative Action Tracking System  
PRP..... Potentially Responsible Parties  
PADS..... PCB Activity Database System  
ICIS..... Integrated Compliance Information System  
FTTS..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)  
MLTS..... Material Licensing Tracking System  
COAL ASH DOE..... Steam-Electric Plant Operation Data  
COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List  
PCB TRANSFORMER..... PCB Transformer Registration Database  
RADINFO..... Radiation Information Database  
HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing  
DOT OPS..... Incident and Accident Data  
CONSENT..... Superfund (CERCLA) Consent Decrees  
INDIAN RESERV..... Indian Reservations  
FUSRAP..... Formerly Utilized Sites Remedial Action Program  
UMTRA..... Uranium Mill Tailings Sites  
LEAD SMELTERS..... Lead Smelter Sites  
US AIRS..... Aerometric Information Retrieval System Facility Subsystem  
US MINES..... Mines Master Index File  
ABANDONED MINES..... Abandoned Mines  
FINDS..... Facility Index System/Facility Registry System  
UXO..... Unexploded Ordnance Sites  
ECHO..... Enforcement & Compliance History Information  
DOCKET HWC..... Hazardous Waste Compliance Docket Listing  
FUELS PROGRAM..... EPA Fuels Program Registered Listing  
CA BOND EXP. PLAN..... Bond Expenditure Plan  
Cortese..... "Cortese" Hazardous Waste & Substances Sites List  
CUPA Listings..... CUPA Resources List  
DRYCLEANERS..... Cleaner Facilities  
EMI..... Emissions Inventory Data  
ENF..... Enforcement Action Listing

## EXECUTIVE SUMMARY

Financial Assurance.....	Financial Assurance Information Listing
HAZNET.....	Facility and Manifest Data
ICE.....	ICE
HIST CORTESE.....	Hazardous Waste & Substance Site List
HWP.....	EnviroStor Permitted Facilities Listing
HWT.....	Registered Hazardous Waste Transporter Database
MINES.....	Mines Site Location Listing
MWMP.....	Medical Waste Management Program Listing
NPDES.....	NPDES Permits Listing
PEST LIC.....	Pesticide Regulation Licenses Listing
PROC.....	Certified Processors Database
Notify 65.....	Proposition 65 Records
UIC.....	UIC Listing
WASTEWATER PITS.....	Oil Wastewater Pits Listing
WDS.....	Waste Discharge System
WIP.....	Well Investigation Program Case List

### EDR HIGH RISK HISTORICAL RECORDS

#### ***EDR Exclusive Records***

EDR MGP.....	EDR Proprietary Manufactured Gas Plants
EDR Hist Auto.....	EDR Exclusive Historical Auto Stations
EDR Hist Cleaner.....	EDR Exclusive Historical Cleaners

### EDR RECOVERED GOVERNMENT ARCHIVES

#### ***Exclusive Recovered Govt. Archives***

RGA LF.....	Recovered Government Archive Solid Waste Facilities List
RGA LUST.....	Recovered Government Archive Leaking Underground Storage Tank

### SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

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

### ADDITIONAL ENVIRONMENTAL RECORDS

#### ***Other Ascertainable Records***

FUDS: The Listing includes locations of Formerly Used Defense Sites Properties where the US Army Corps Of Engineers is actively working or will take necessary cleanup actions.

A review of the FUDS list, as provided by EDR, and dated 01/31/2015 has revealed that there is 1 FUDS

## EXECUTIVE SUMMARY

site within approximately 4 miles of the target property.

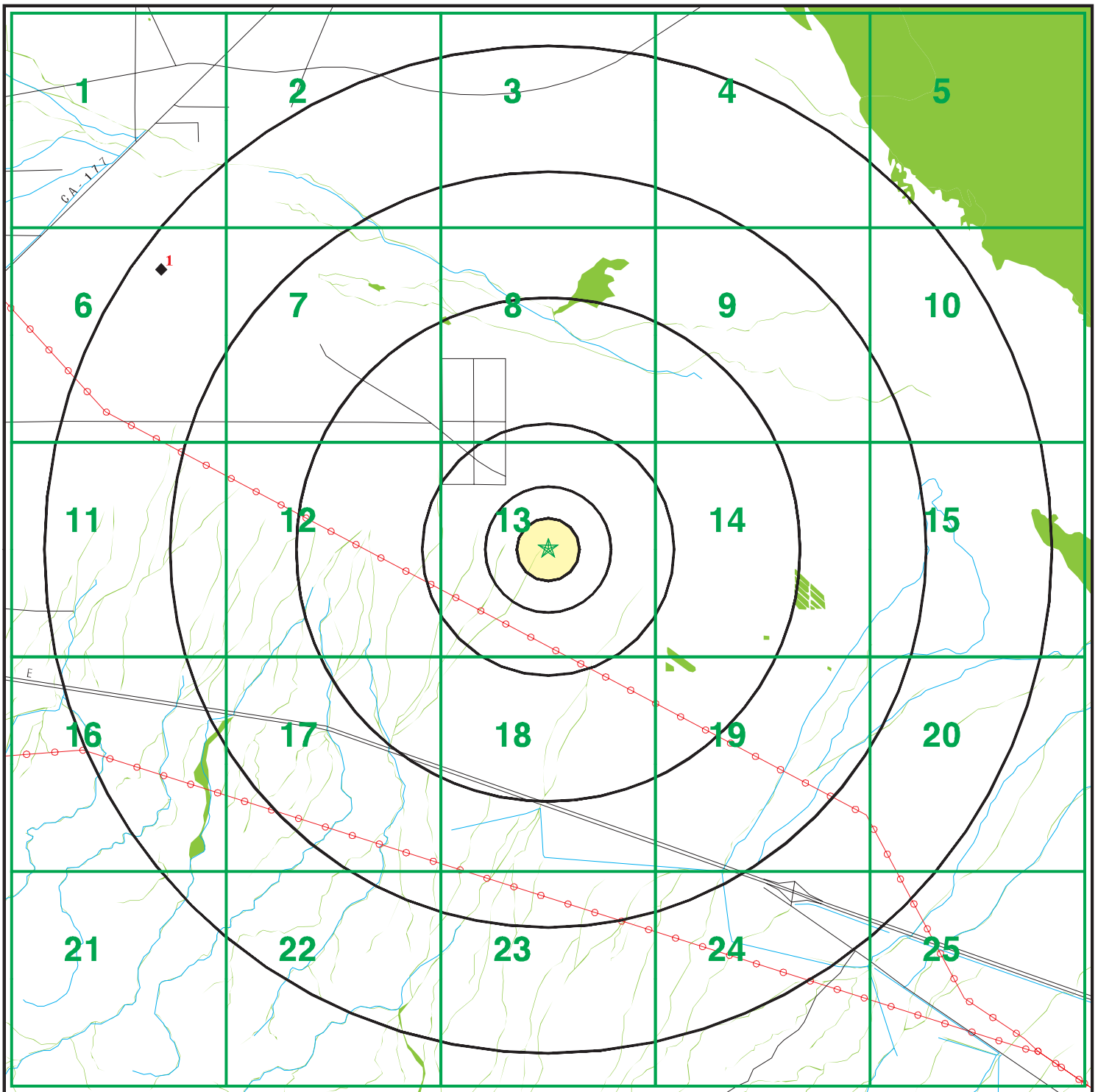
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DESERT CNTR ARPT		NW >2 (3.791 mi.)	1	32

## EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 25 records.

<u>Site Name</u>	<u>Database(s)</u>
CALTRANS DESERT CENTER	RGA LUST
CALTRANS-DESERT CENTER	RGA LUST
CALTRANS-DESERT CENTER	RGA LUST
CALTRANS DESERT CENTER MAIN.	RGA LUST
CALTRANS-DESERT CENTER	RGA LUST
CRA SAND TRAP REPLACEMENT EAGLE MO ST HWY 111 NE PALM SPRINGS	CHMIRS, ENF, NPDES NPDES CDL CDL
PAR ELECTRIC CONTRACTORS	CHMIRS, HAZNET
RCIT - ROAD 62 #44	AST
SO. CALIF. GAS CO. - DESERT CENTER	AST
SOUTHERN CALIFORNIA GAS CO	HAZNET
CALTRANS D-8/CONSTR/EA08-0K6304	HAZNET
LONG BEACH CONTAINER TTRANSPORT, I	HAZNET
COVENANT TRANSPORTATION	HAZNET
MARQUEZ TRUCKING	HAZNET
HERTZ EQUIPMENT RENTAL CORPORATION	HAZNET
SWIFT TRANSPORTATION CORPORATION	HAZNET
PETERS PROPERTY	HAZNET
PALEN SOLAR POWER PROJECT	FINDS
RICE SOLAR ENERGY PROJECT	FINDS
PACIFIC CLAY PRODS CO	US MINES
METRO WATER DIST OF SO CAL	EMI
KAISER EAGLE MOUNTAIN	DOCKET HWC

# OVERVIEW MAP - 5224824.5S



★ Target Property

▲ Sites at elevations higher than or equal to the target property

◆ Sites at elevations lower than the target property

▲ Manufactured Gas Plants

■ National Priority List Sites

■ Dept. Defense Sites

■ Indian Reservations BIA

--- Power transmission lines

■ 100-year flood zone

■ 500-year flood zone

■ National Wetland Inventory

■ State Wetlands

■ Upgradient Area

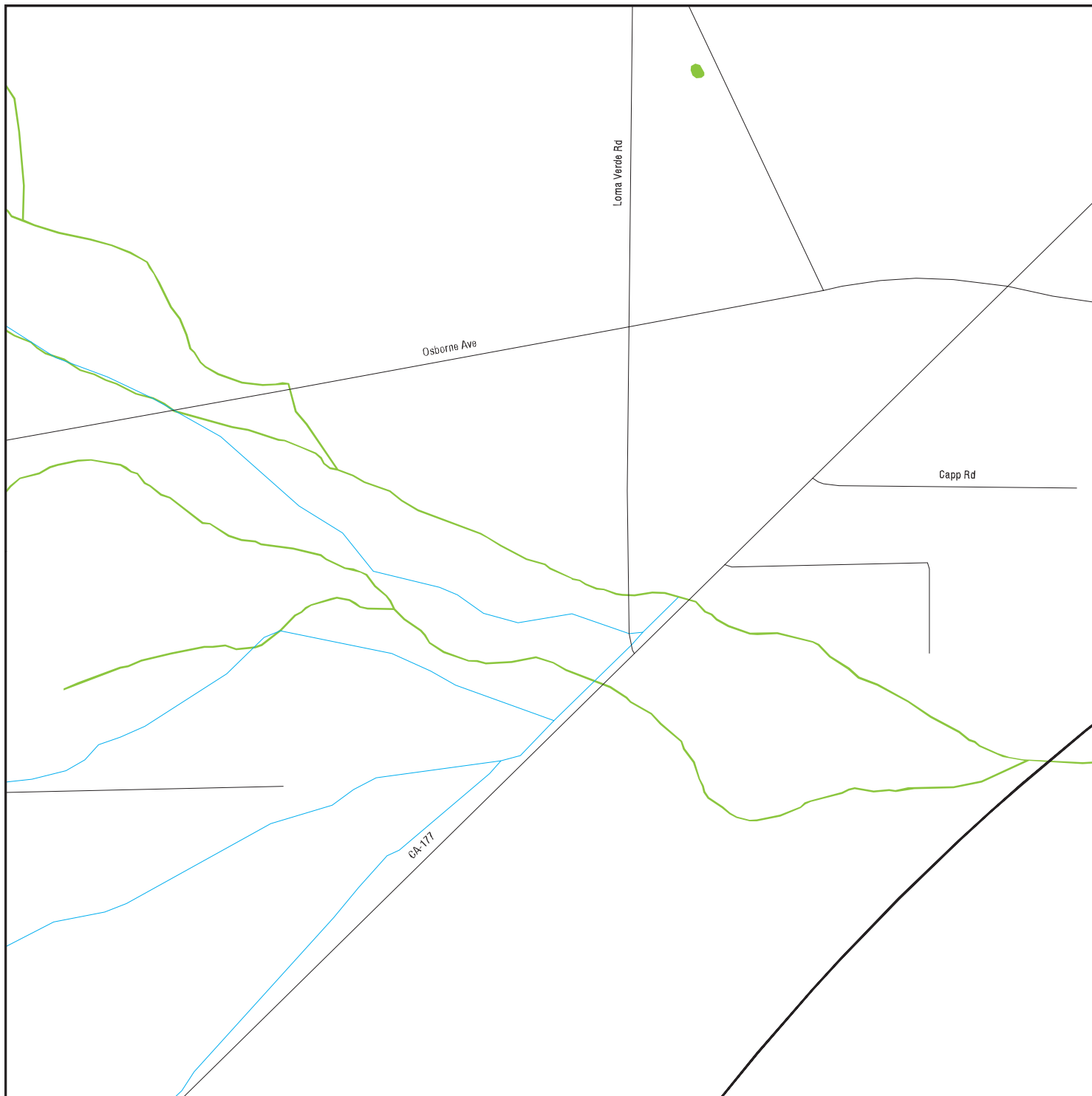
■ Areas of Concern

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:20 am



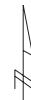
# DETAIL MAP 1 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites



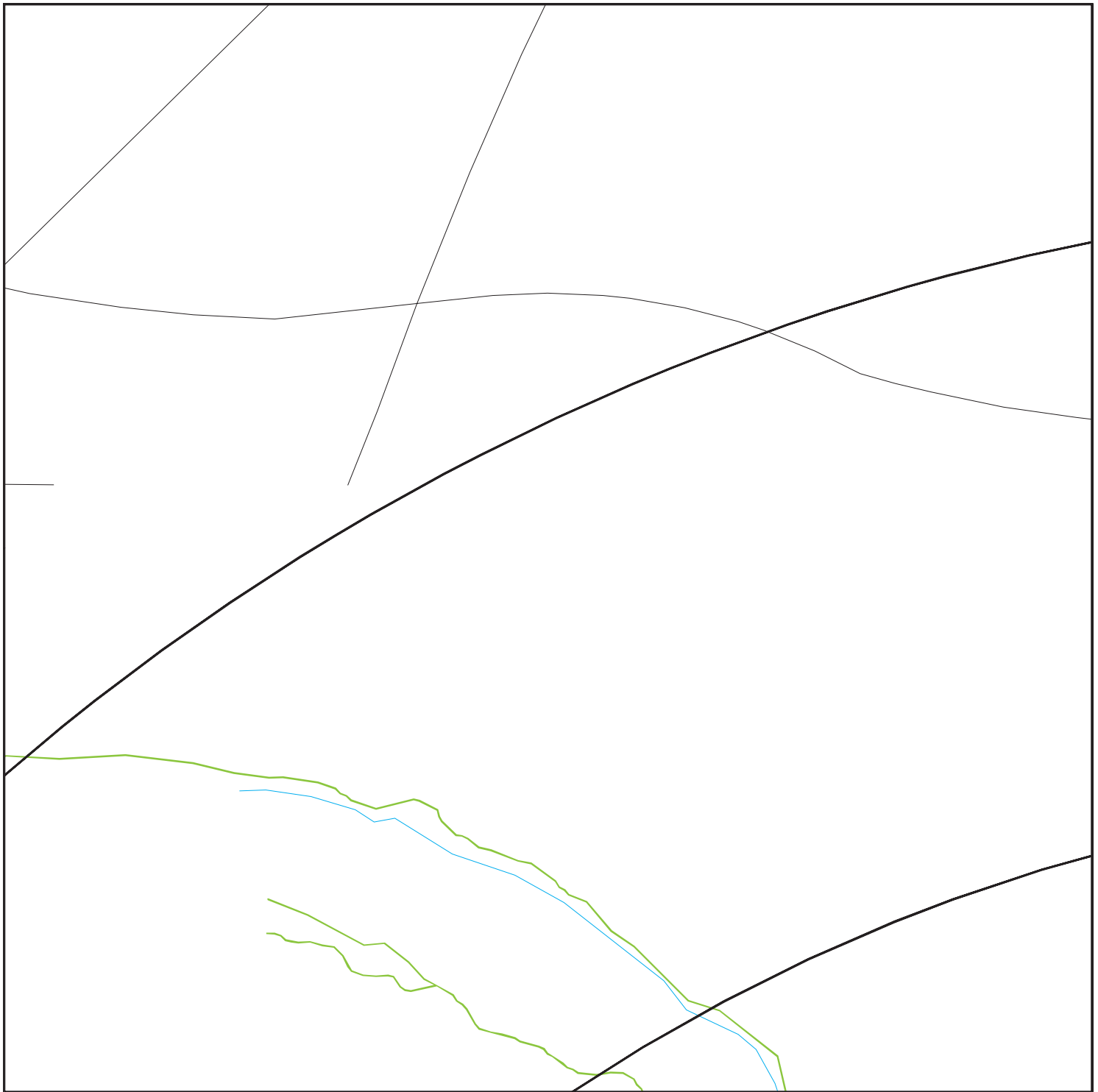
- Indian Reservations BIA
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.721894 / 115.277246

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224824.5s  
**DATE:** March 21, 2018 8:21 am

# DETAIL MAP 2 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- Sensitive Receptors
- ▨ National Priority List Sites
- ▩ Dept. Defense Sites

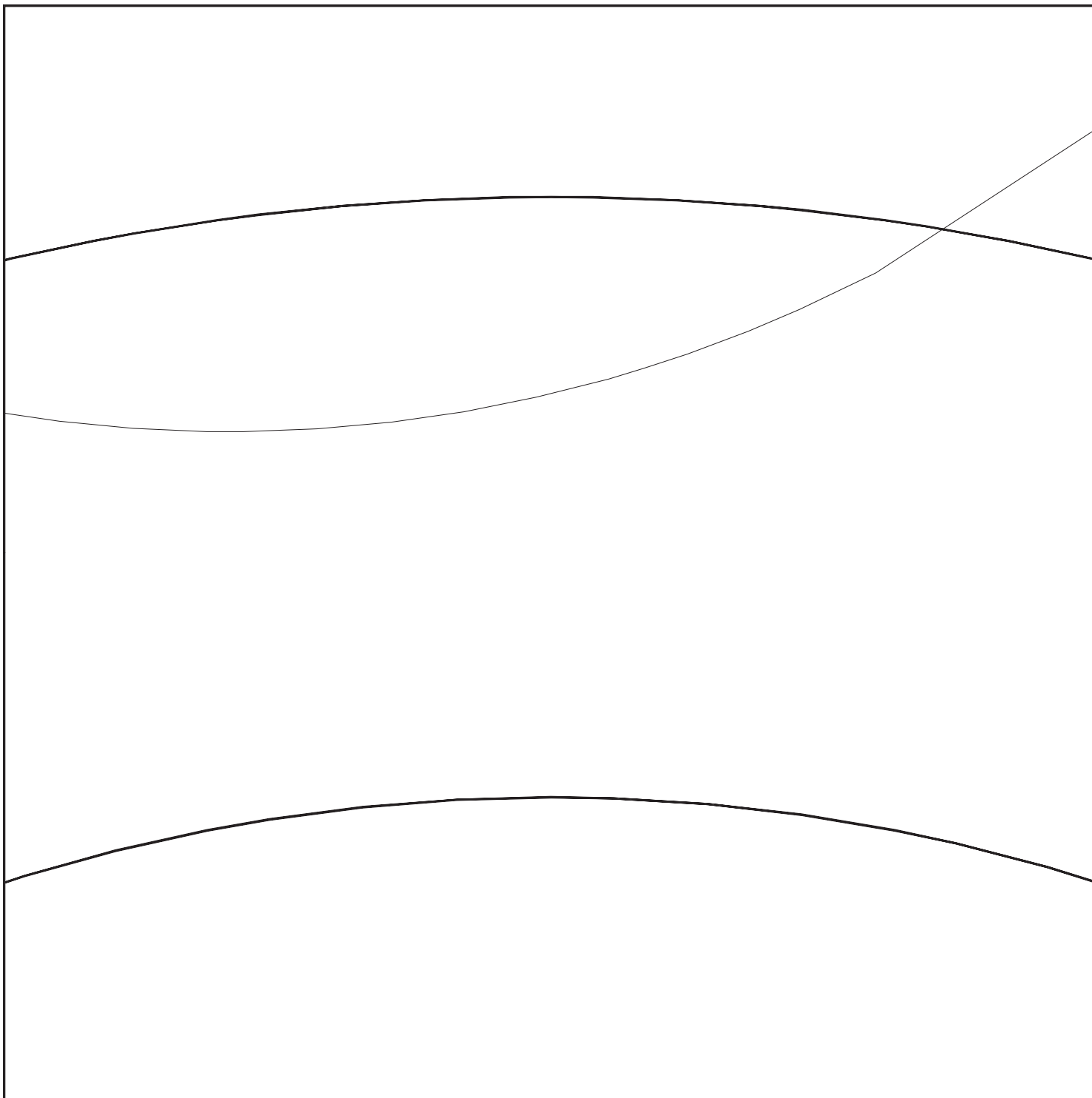
- ▨ Indian Reservations BIA
- ▨ 100-year flood zone
- ▨ 500-year flood zone
- National Wetland Inventory
- State Wetlands
- ▩ Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:22 am

# DETAIL MAP 3 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏢 Dept. Defense Sites



- Indian Reservations BIA
- 100-year flood zone
- 500-year flood zone

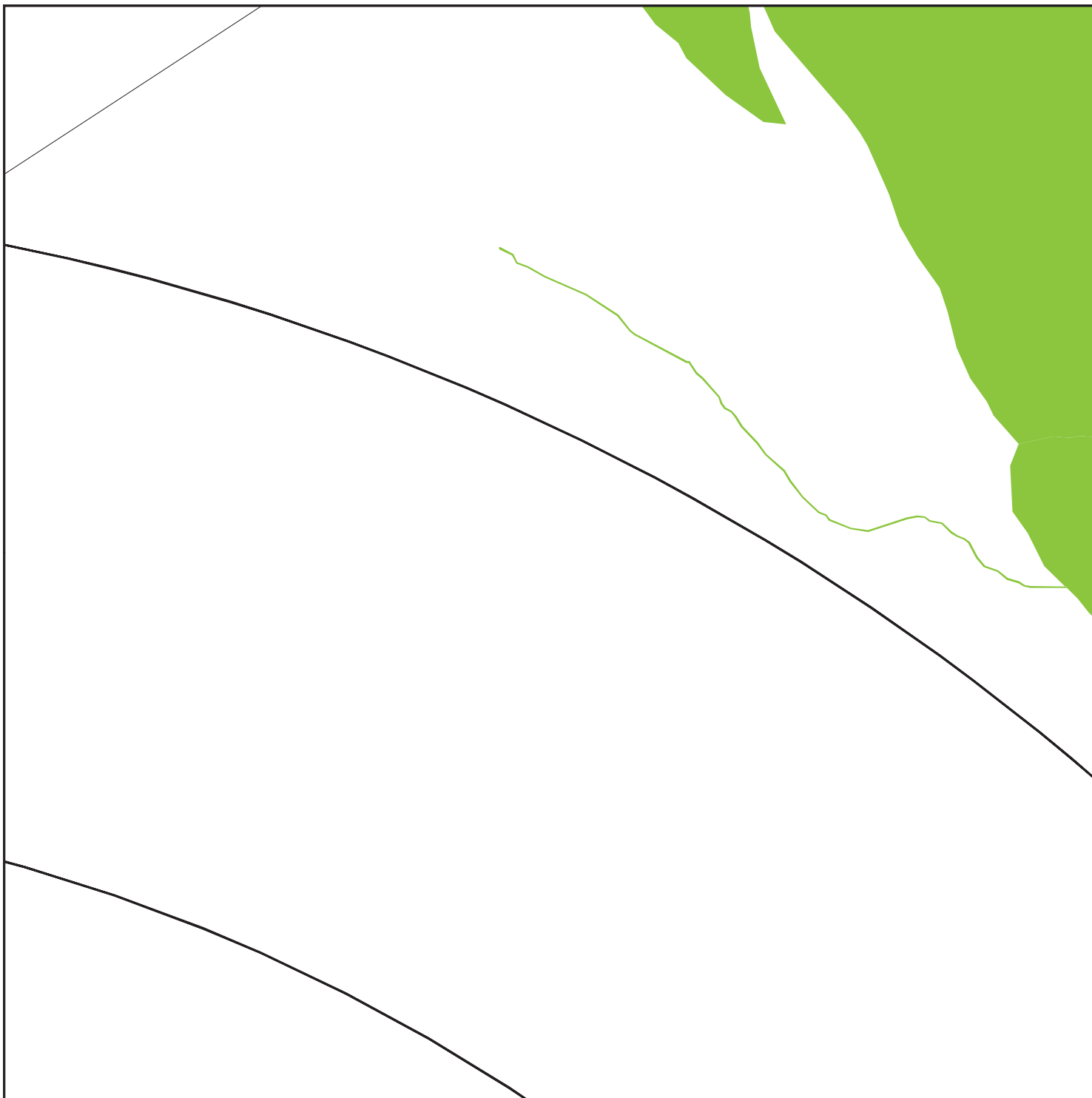
- Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.721894 / 115.277246

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224824.5s  
**DATE:** March 21, 2018 8:22 am

DETAIL MAP 4 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites



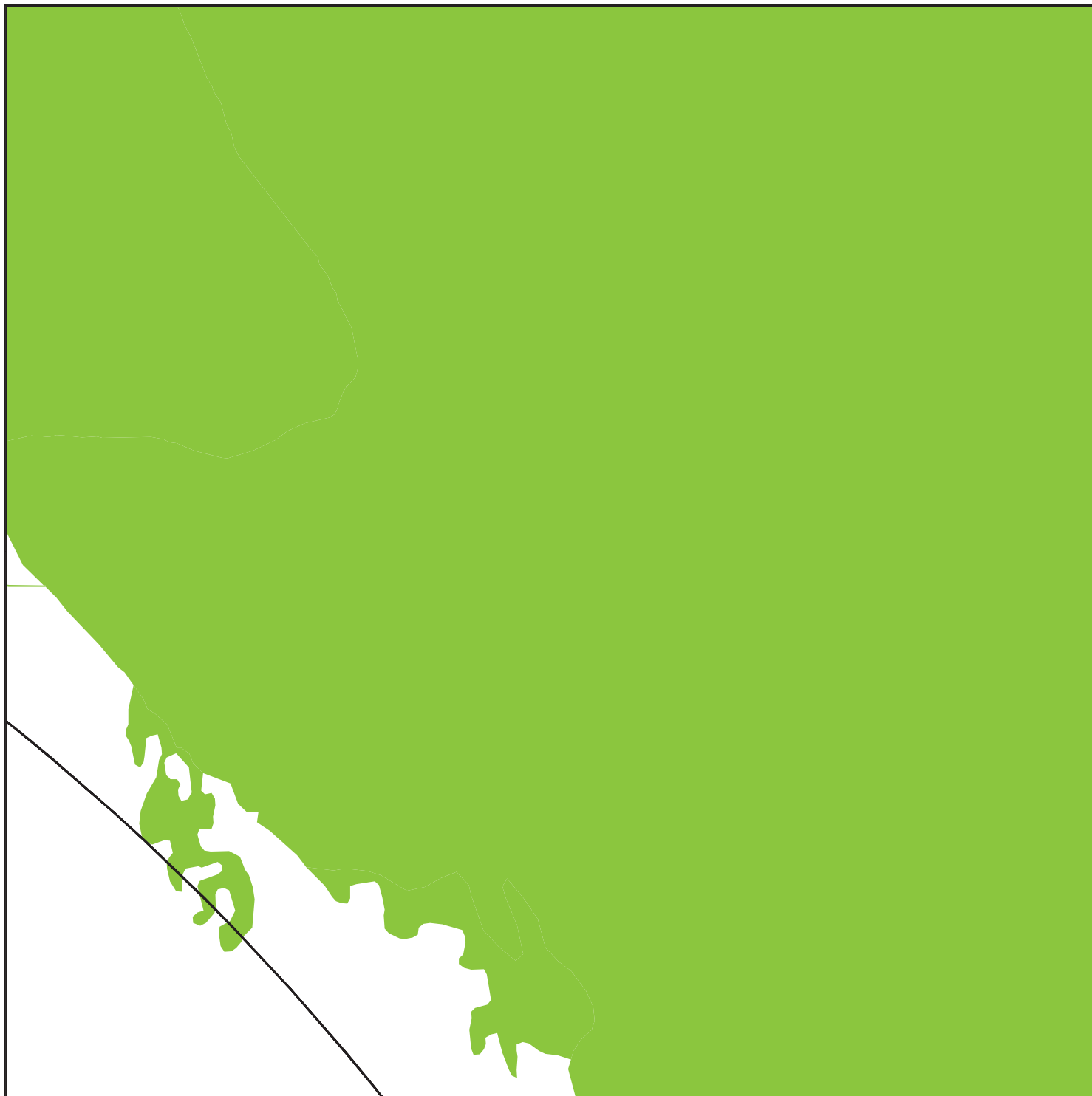
- ☒ Indian Reservations BIA
- ☒ 100-year flood zone
- ☒ 500-year flood zone
- ☒ National Wetland Inventory
- ☒ State Wetlands
- ☒ Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:23 am

DETAIL MAP 5 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites



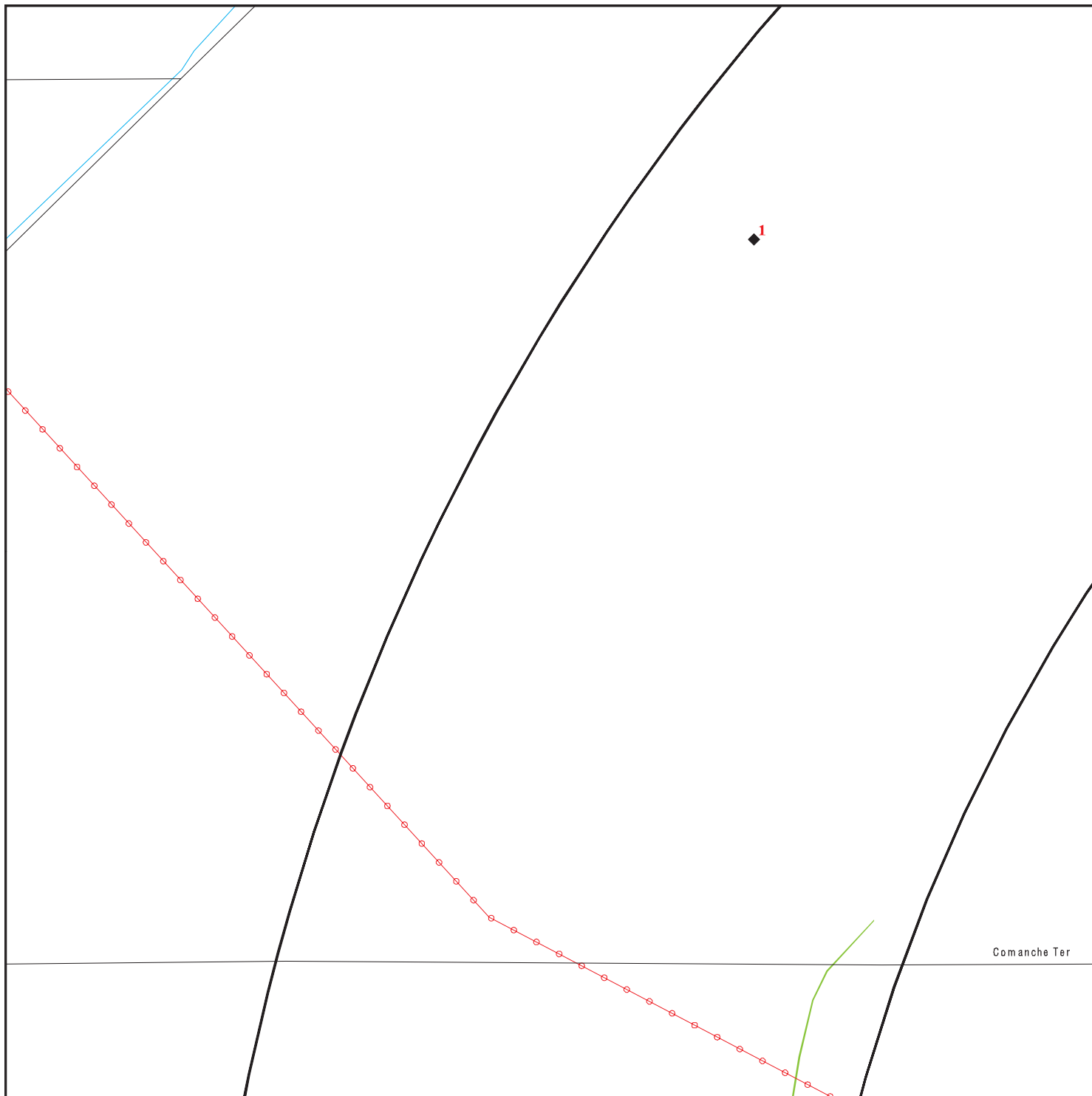
- Indian Reservations BIA
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern



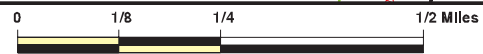
SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:23 am

# DETAIL MAP 6 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚡ Manufactured Gas Plants
- ⚠ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites

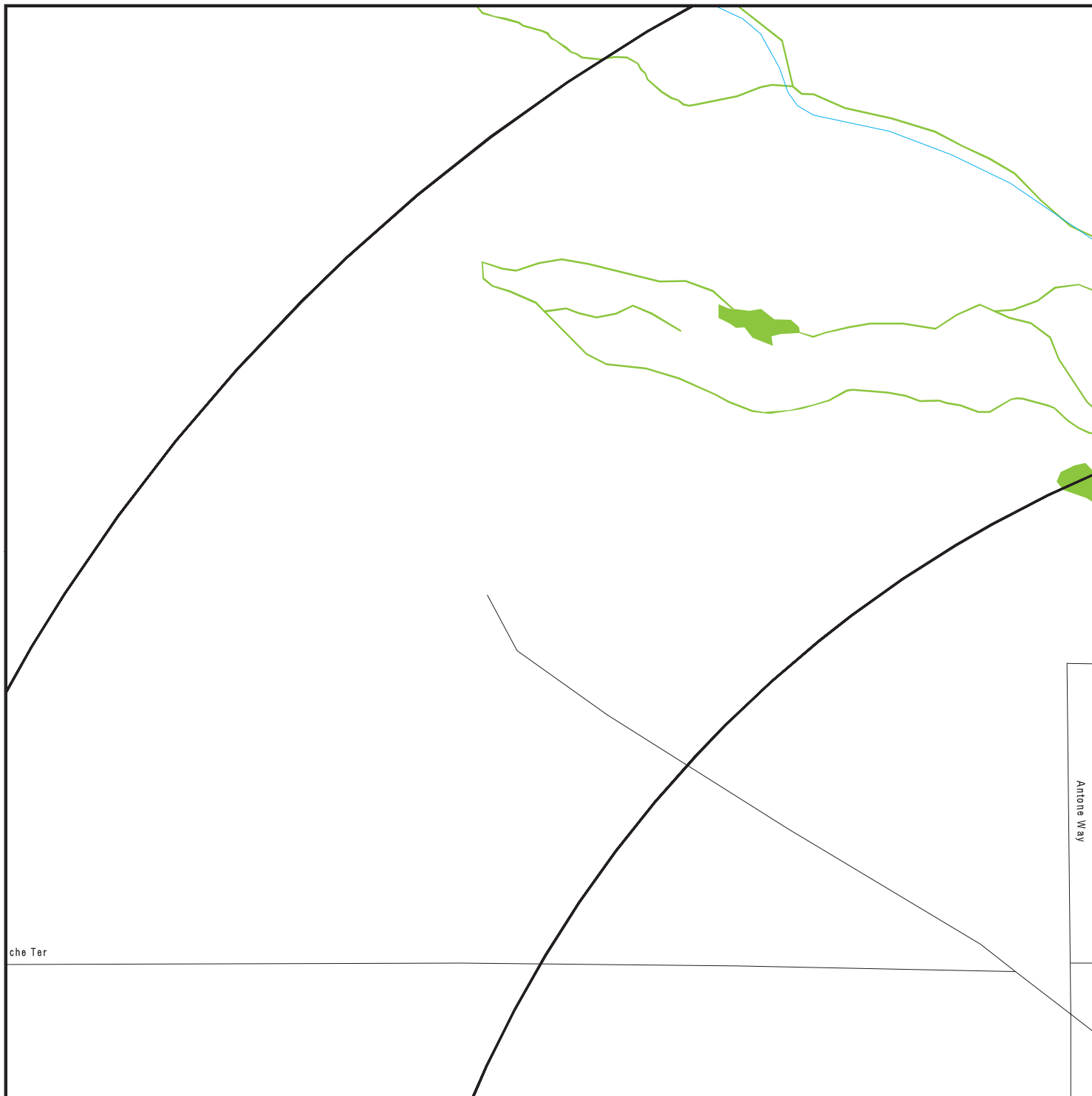


- ☒ Indian Reservations BIA
- ⚡ Power transmission lines
- ☒ 100-year flood zone
- ☒ 500-year flood zone
- ☒ National Wetland Inventory
- ☒ State Wetlands
- ☒ Areas of Concern



<p>SITE NAME: Aragorn-Athos Project          ADDRESS: Riverside County          Desert Center CA 92239          LAT/LONG: 33.721894 / 115.277246</p>	<p>CLIENT: Stantec          CONTACT: Dion Monge          INQUIRY #: 5224824.5s          DATE: March 21, 2018 8:24 am</p>
--	--

# DETAIL MAP 7 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites



- Indian Reservations BIA
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:25 am

DETAIL MAP 8 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites

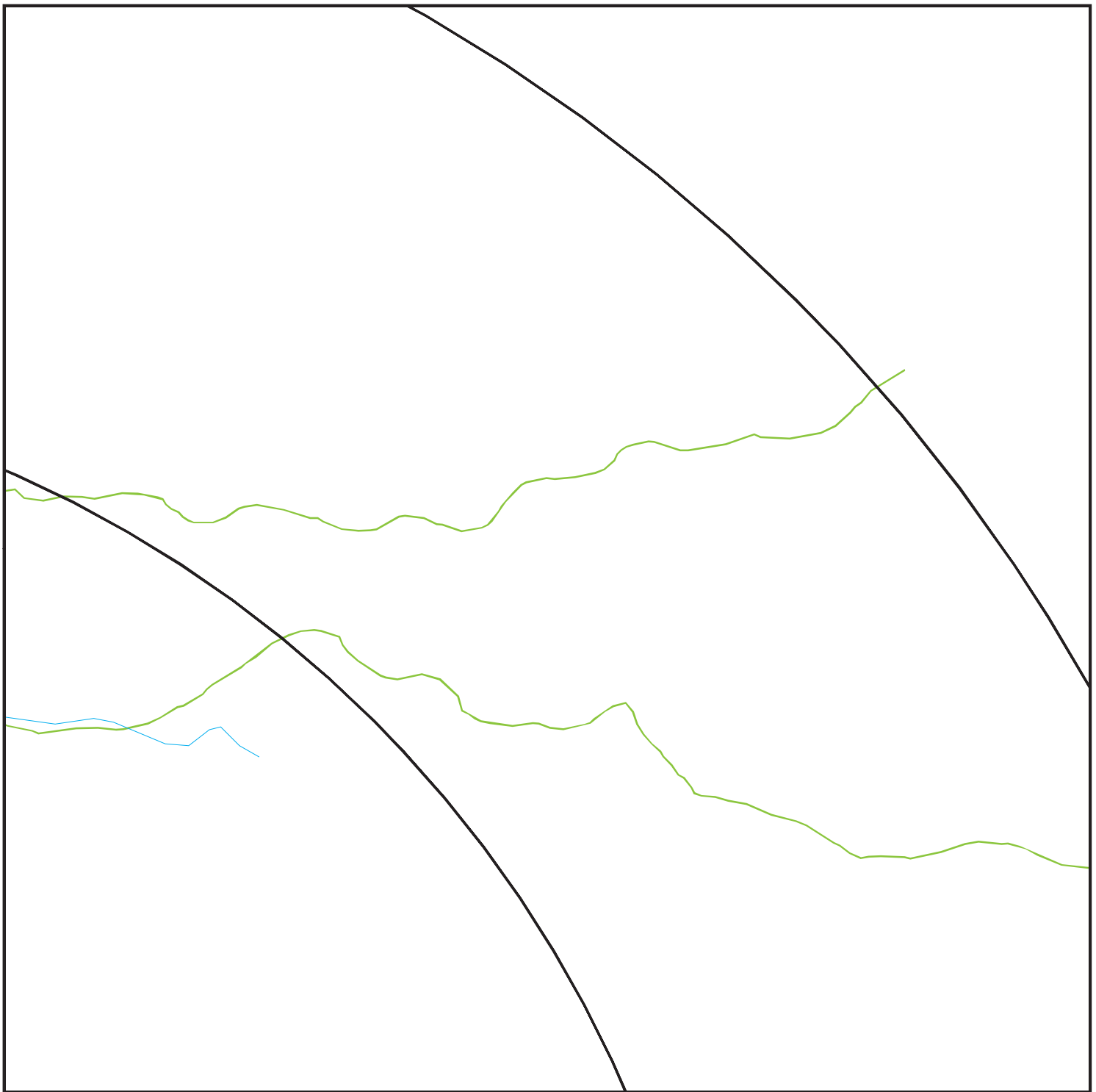
- Indian Reservations BIA
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:25 am



# DETAIL MAP 9 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites



- 🏞 Indian Reservations BIA
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🏠 Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.721894 / 115.277246

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224824.5s  
**DATE:** March 21, 2018 8:26 am

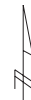
# DETAIL MAP 10 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites



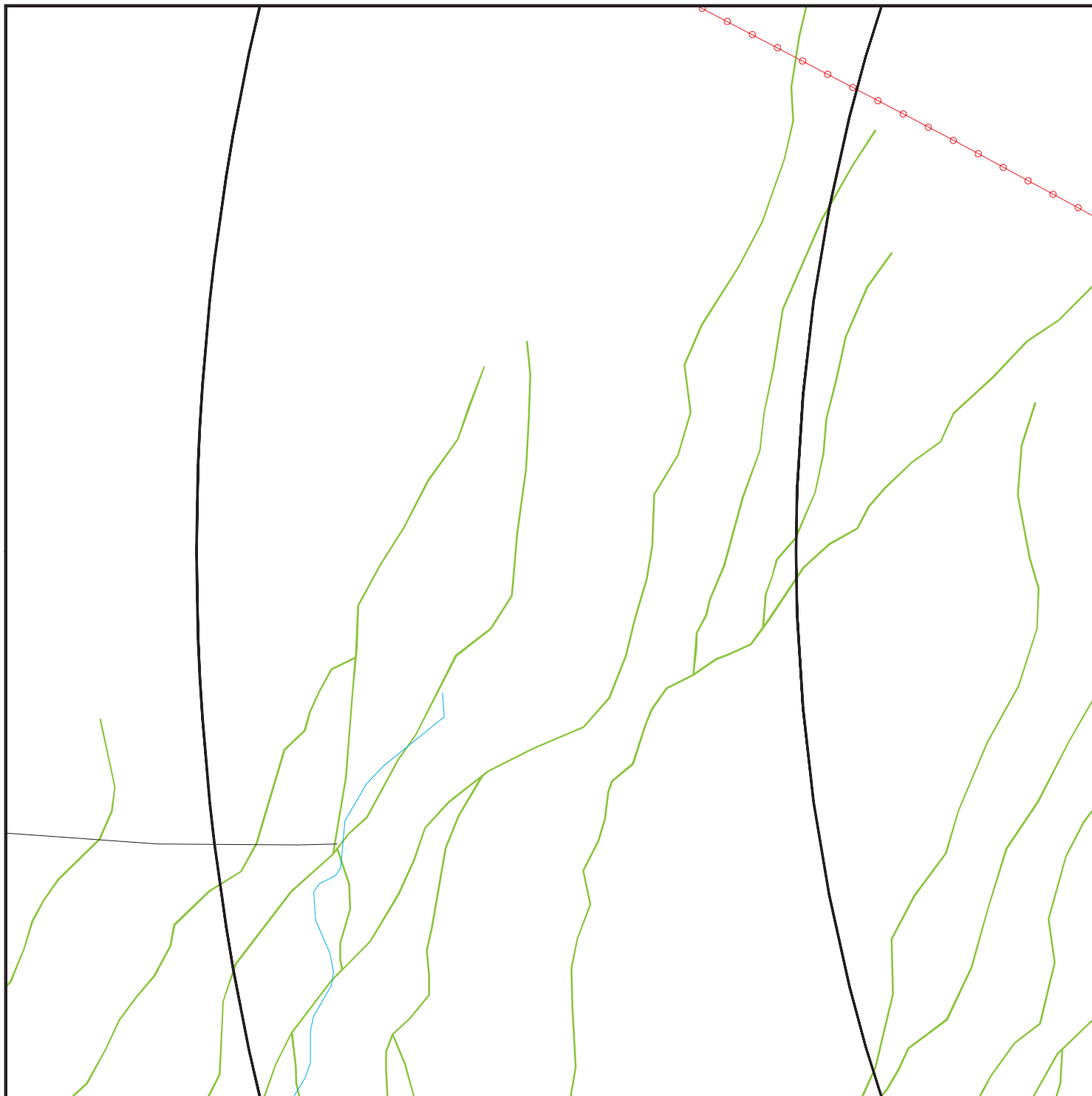
- ☒ Indian Reservations BIA
- ☒ 100-year flood zone
- ☒ 500-year flood zone
- National Wetland Inventory
- State Wetlands
- ☒ Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:27 am

# DETAIL MAP 11 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites



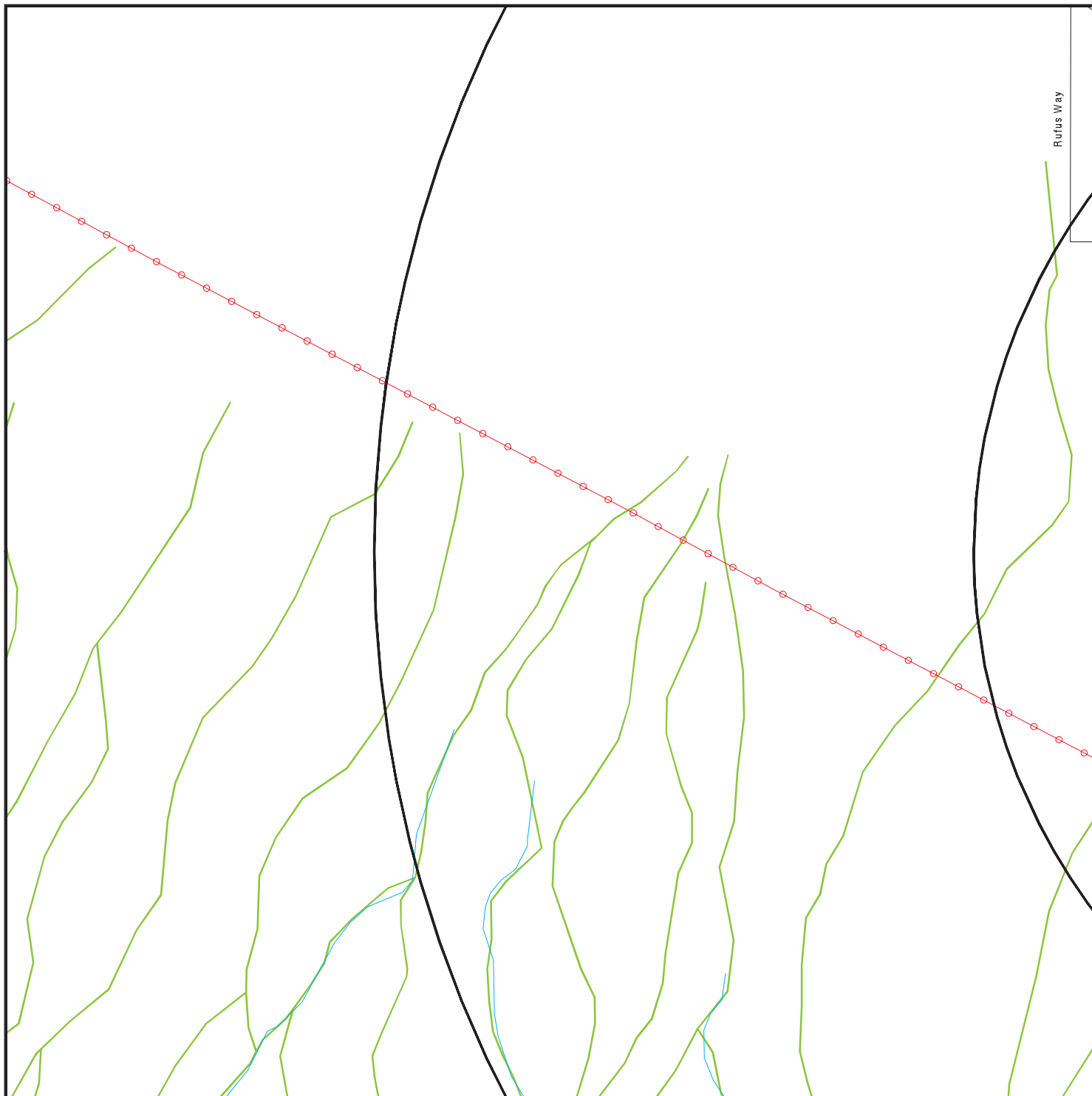
- Indian Reservations BIA
- Power transmission lines
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.721894 / 115.277246

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224824.5s  
**DATE:** March 21, 2018 8:27 am

# DETAIL MAP 12 OF 25 - 5224824.5S



Rutus Way

★ Target Property

▲ Sites at elevations higher than or equal to the target property

◆ Sites at elevations lower than the target property

⚙ Manufactured Gas Plants

⚡ Sensitive Receptors

🏠 National Priority List Sites

🏢 Dept. Defense Sites



🏞 Indian Reservations BIA

⚡ Power transmission lines

🌊 100-year flood zone

🌊 500-year flood zone

🌿 National Wetland Inventory

🌿 State Wetlands

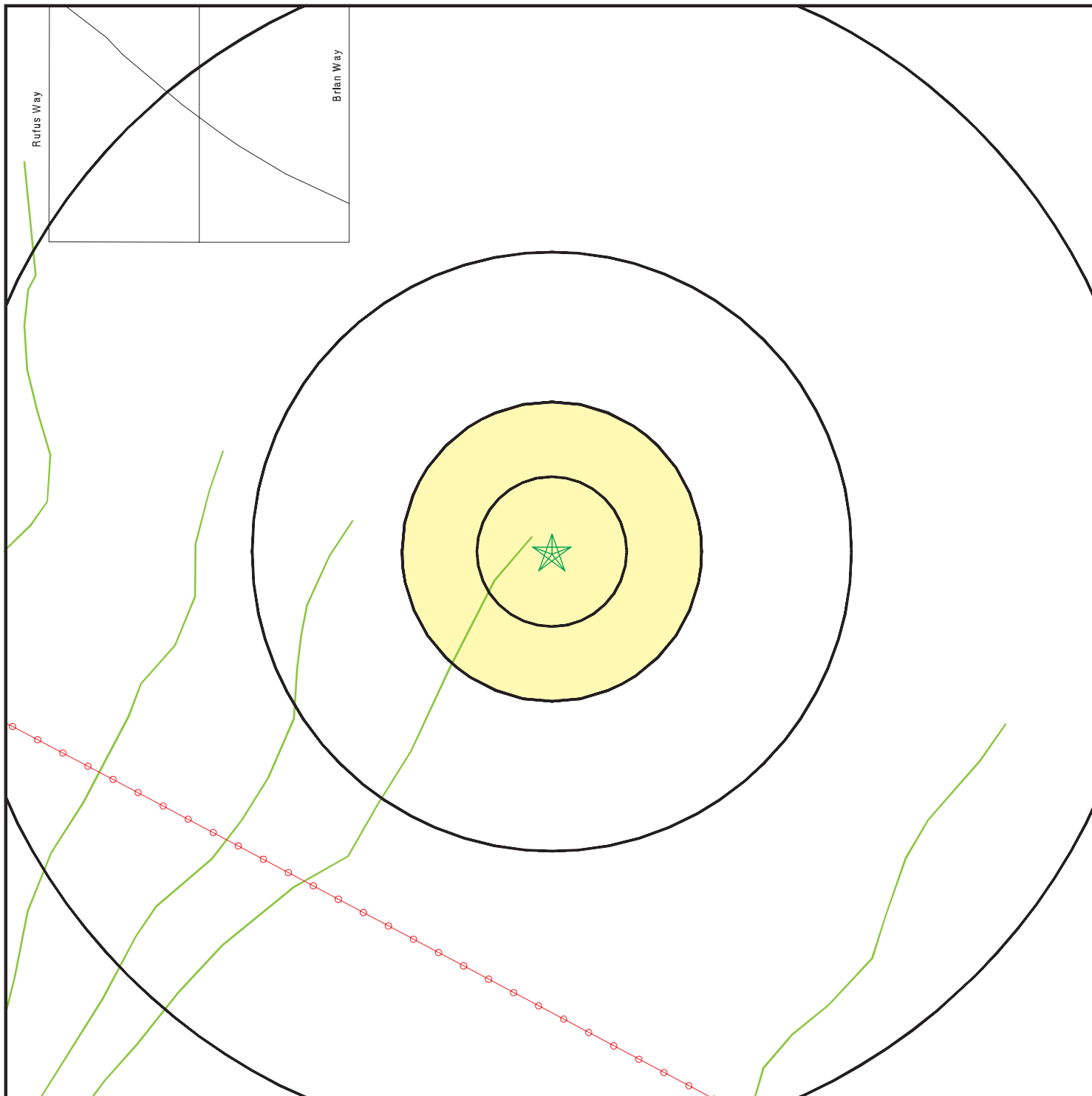
🏠 Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:28 am

# DETAIL MAP 13 OF 25 - 5224824.5S



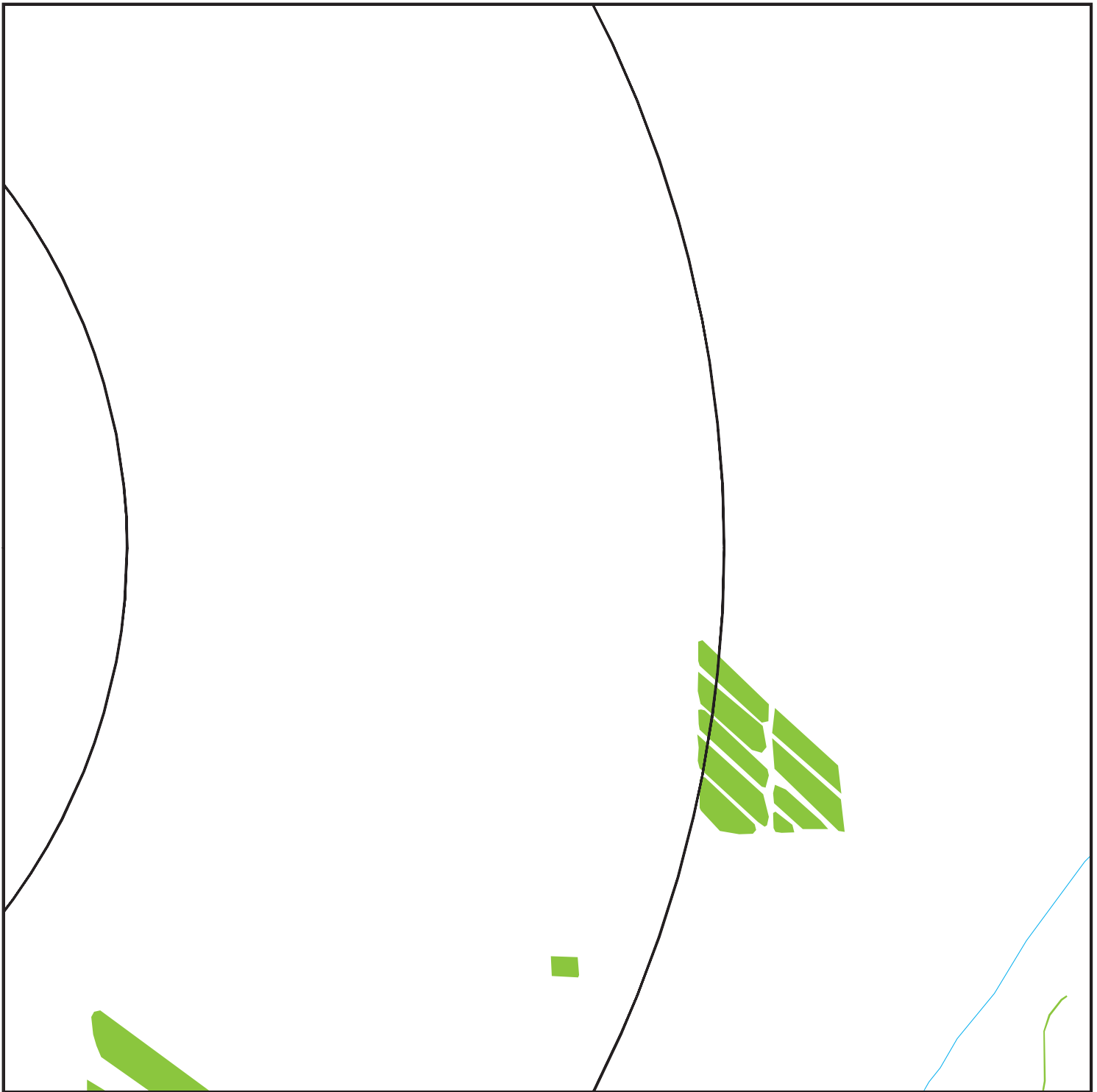
- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚡ Manufactured Gas Plants
- ⚠ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites
- 🏞 Indian Reservations BIA
- ⚡ Power transmission lines
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🔴 Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.721894 / 115.277246

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224824.5s  
**DATE:** March 21, 2018 8:29 am

# DETAIL MAP 14 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites



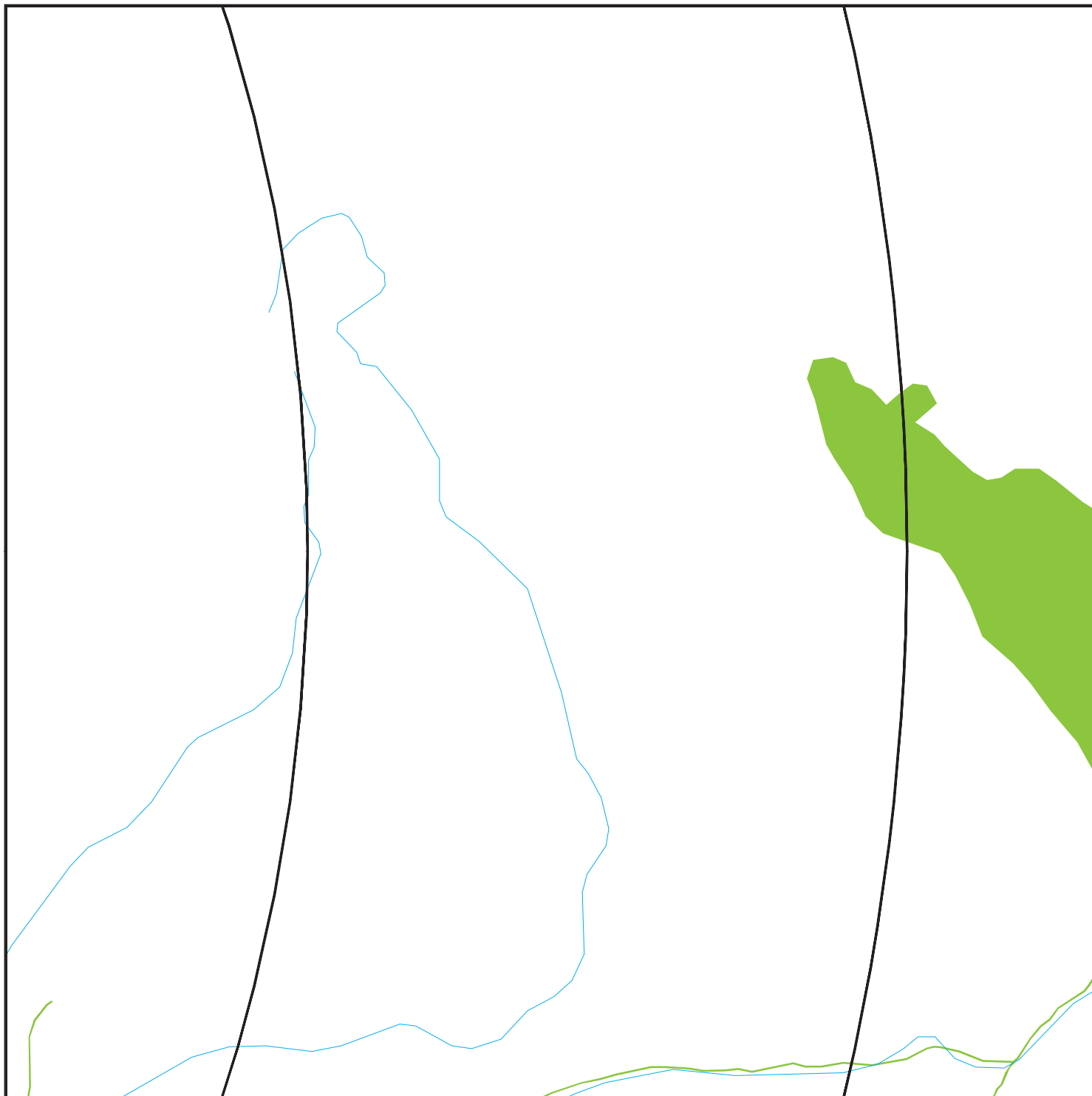
- 🏞 Indian Reservations BIA
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🔴 Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.721894 / 115.277246

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224824.5s  
**DATE:** March 21, 2018 8:30 am

# DETAIL MAP 15 OF 25 - 5224824.5S



- |   |   |   |
|---|---|---|
| <ul style="list-style-type: none"> <li>★ Target Property</li> <li>▲ Sites at elevations higher than or equal to the target property</li> <li>◆ Sites at elevations lower than the target property</li> <li>⚙ Manufactured Gas Plants</li> <li>⚡ Sensitive Receptors</li> <li>☒ National Priority List Sites</li> <li>☒ Dept. Defense Sites</li> </ul> | <p>0      1/8      1/4      1/2 Miles</p> | <ul style="list-style-type: none"> <li>☒ Indian Reservations BIA</li> <li>▨ 100-year flood zone</li> <li>▨ 500-year flood zone</li> <li>■ National Wetland Inventory</li> <li>■ State Wetlands</li> <li>☒ Areas of Concern</li> </ul> |
|---|---|---|



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.721894 / 115.277246

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224824.5s  
**DATE:** March 21, 2018 8:30 am

DETAIL MAP 16 OF 25 - 5224824.5S



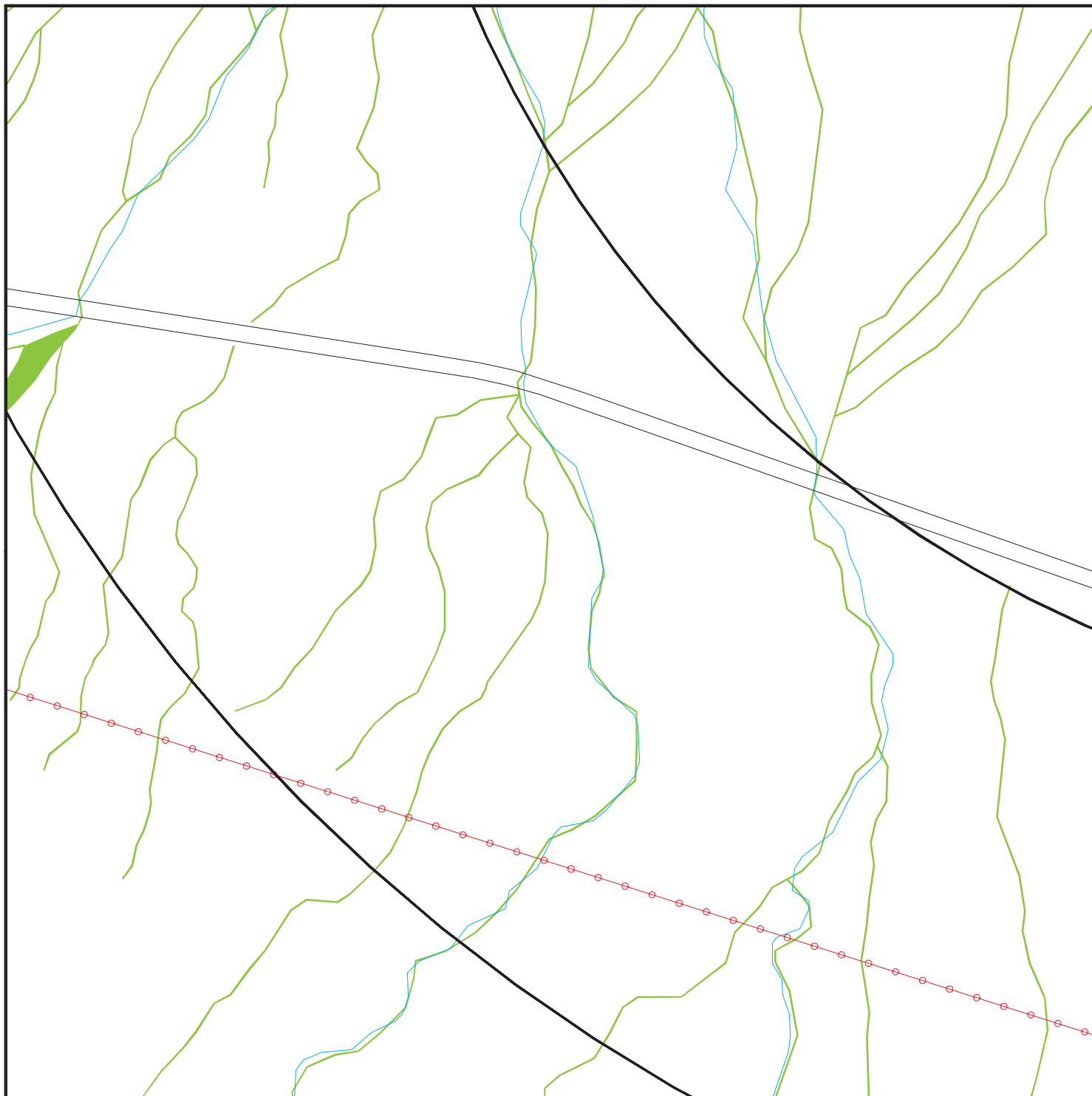
- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏢 Dept. Defense Sites
- 🏠 Indian Reservations BIA
- ⚡ Power transmission lines
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🏠 Areas of Concern

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:31 am



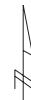
# DETAIL MAP 17 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚡ Manufactured Gas Plants
- ⚠ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites



- 🏠 Indian Reservations BIA
- ⚡ Power transmission lines
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🔴 Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:32 am

# DETAIL MAP 18 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚚 National Priority List Sites
- 🏠 Dept. Defense Sites



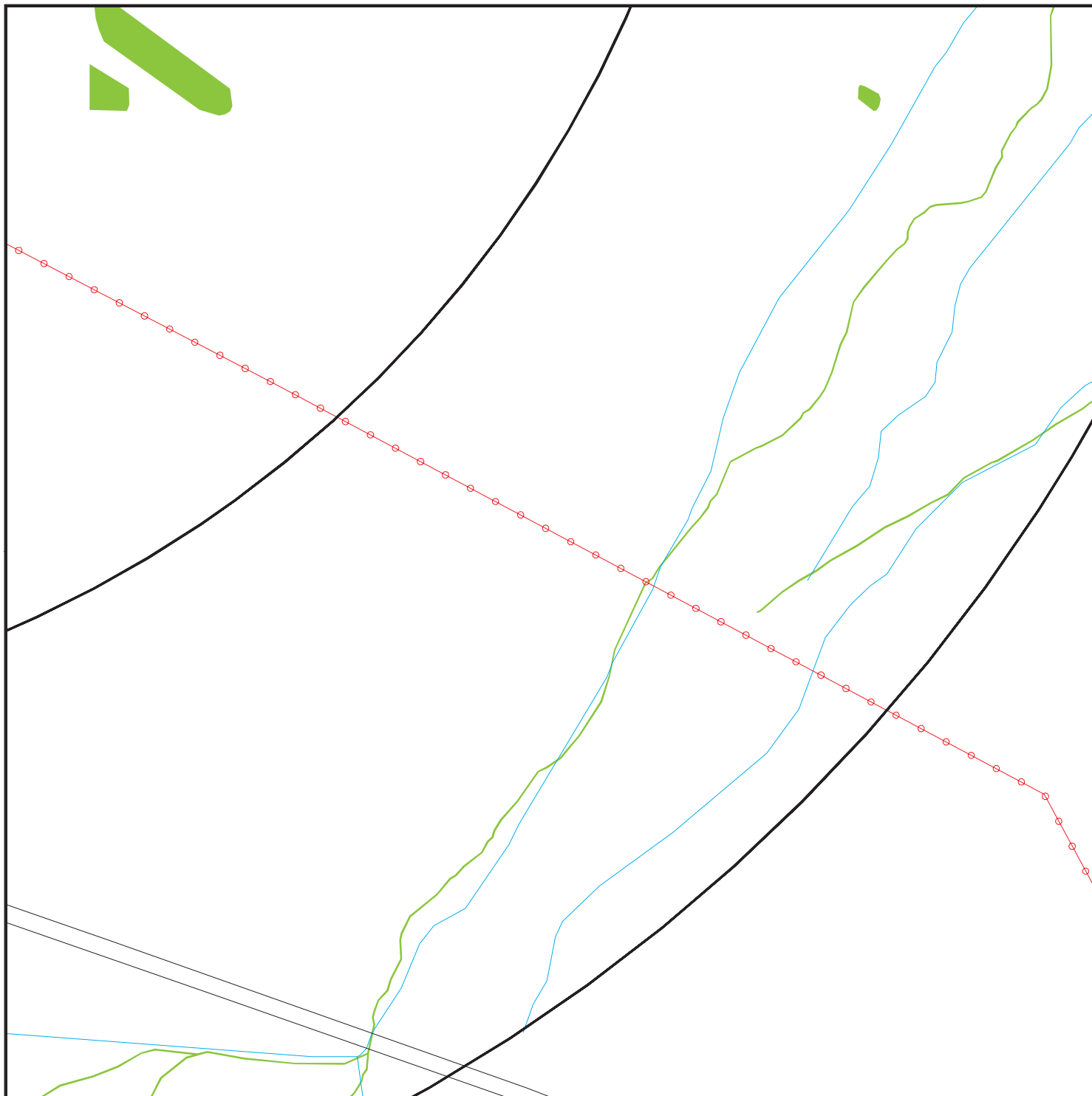
- 🏠 Indian Reservations BIA
- ⚡ Power transmission lines
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🏠 Areas of Concern



**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center CA 92239  
**LAT/LONG:** 33.721894 / 115.277246

**CLIENT:** Stantec  
**CONTACT:** Dion Monge  
**INQUIRY #:** 5224824.5s  
**DATE:** March 21, 2018 8:33 am

DETAIL MAP 19 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚡ Manufactured Gas Plants
- ⚠ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites
- ☒ Indian Reservations BIA
- ⚡ Power transmission lines
- ▨ 100-year flood zone
- ▨ 500-year flood zone
- National Wetland Inventory
- State Wetlands
- ☒ Areas of Concern

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:33 am

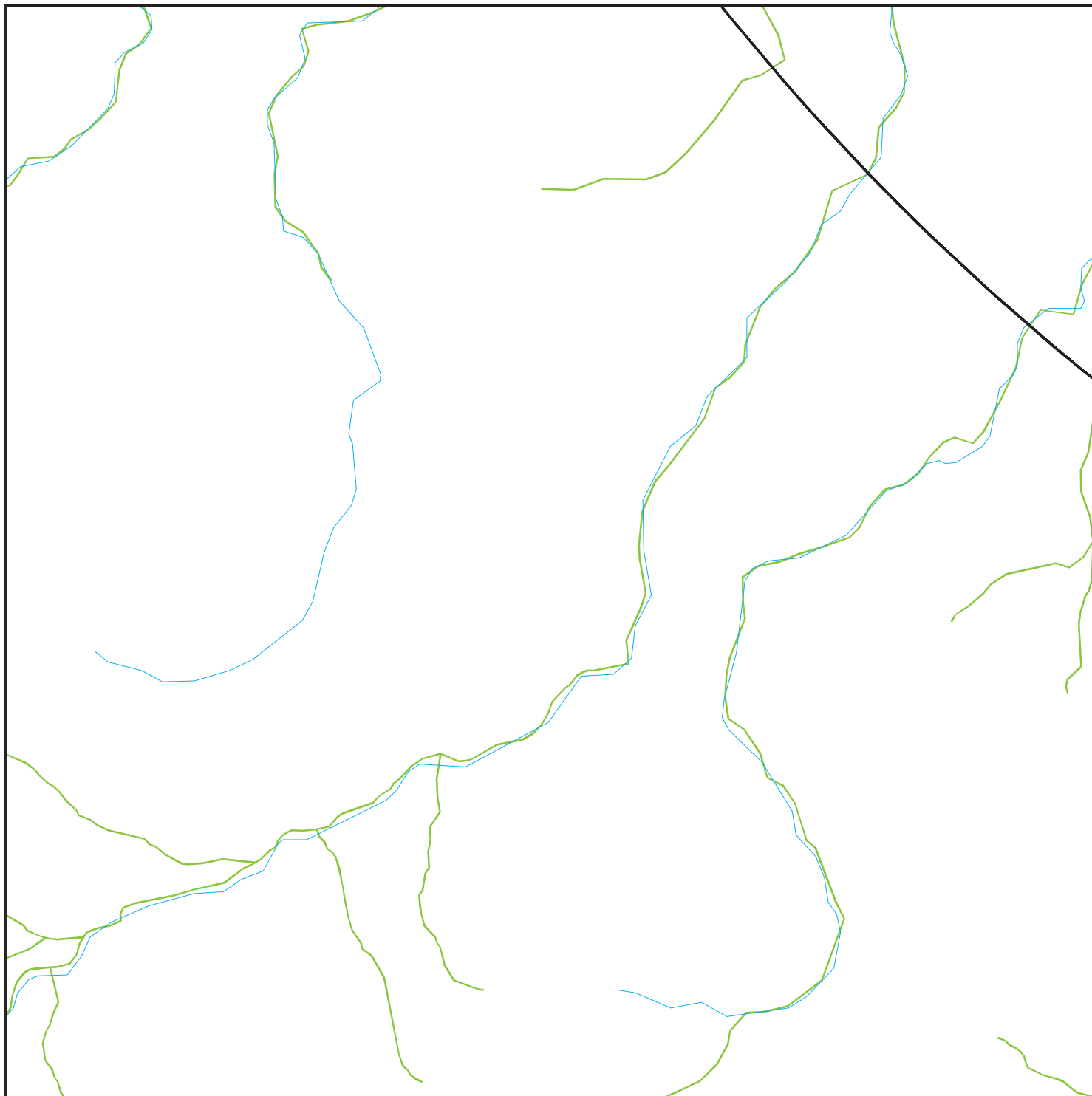
# DETAIL MAP 20 OF 25 - 5224824.5S



★ Target Property	0 1/8 1/4 1/2 Miles	Indian Reservations BIA	Areas of Concern
▲ Sites at elevations higher than or equal to the target property		Power transmission lines	
◆ Sites at elevations lower than the target property		100-year flood zone	
▲ Manufactured Gas Plants		500-year flood zone	
⚡ Sensitive Receptors		National Wetland Inventory	
🚚 National Priority List Sites		State Wetlands	
🏠 Dept. Defense Sites			

<p>SITE NAME: Aragorn-Athos Project          ADDRESS: Riverside County          Desert Center CA 92239          LAT/LONG: 33.721894 / 115.277246</p>	<p>CLIENT: Stantec          CONTACT: Dion Monge          INQUIRY #: 5224824.5s          DATE: March 21, 2018 8:34 am</p>
--	--

DETAIL MAP 21 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚚 National Priority List Sites
- 🏠 Dept. Defense Sites



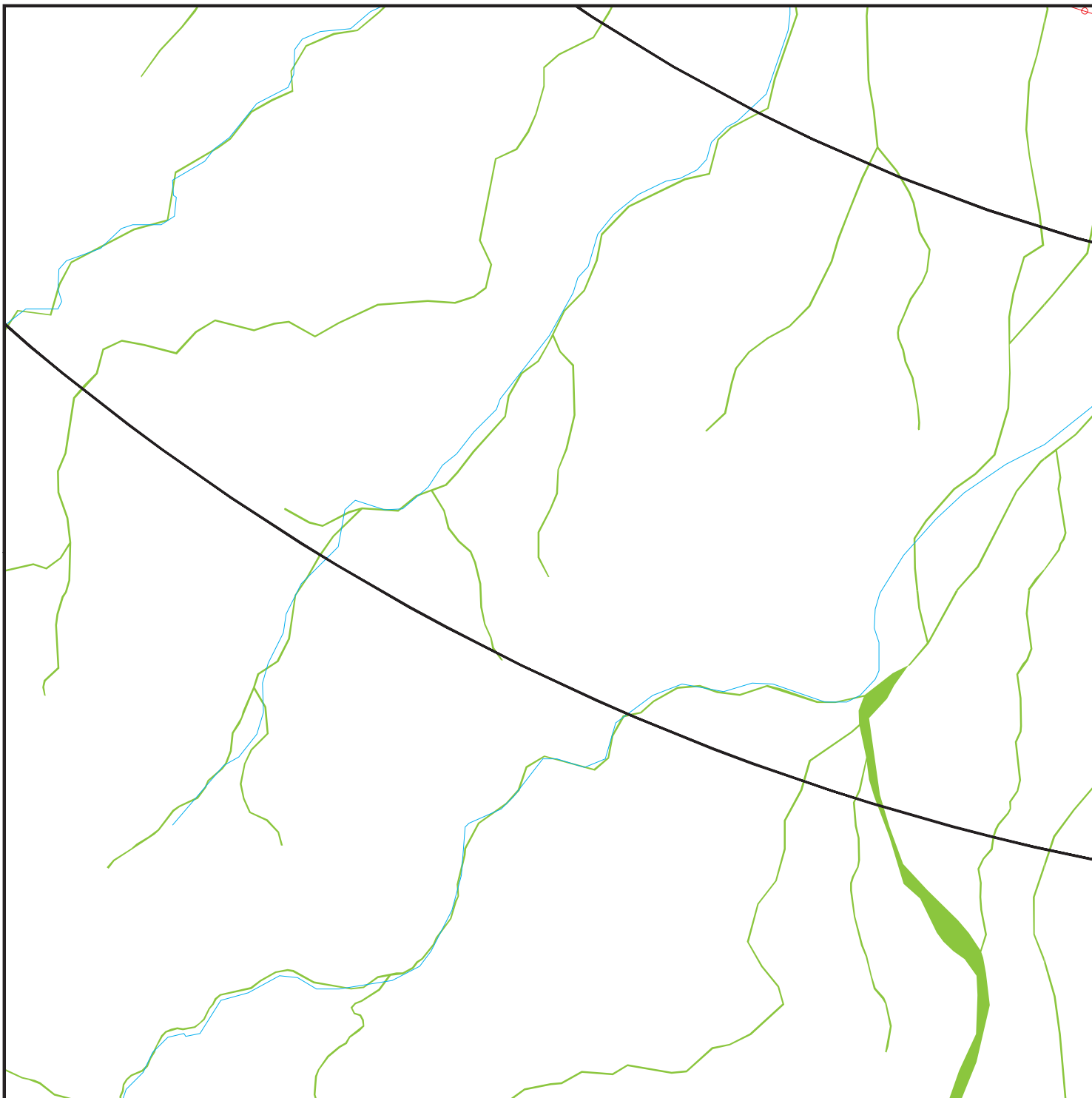
- 🏠 Indian Reservations BIA
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🔴 Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:35 am

# DETAIL MAP 22 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites



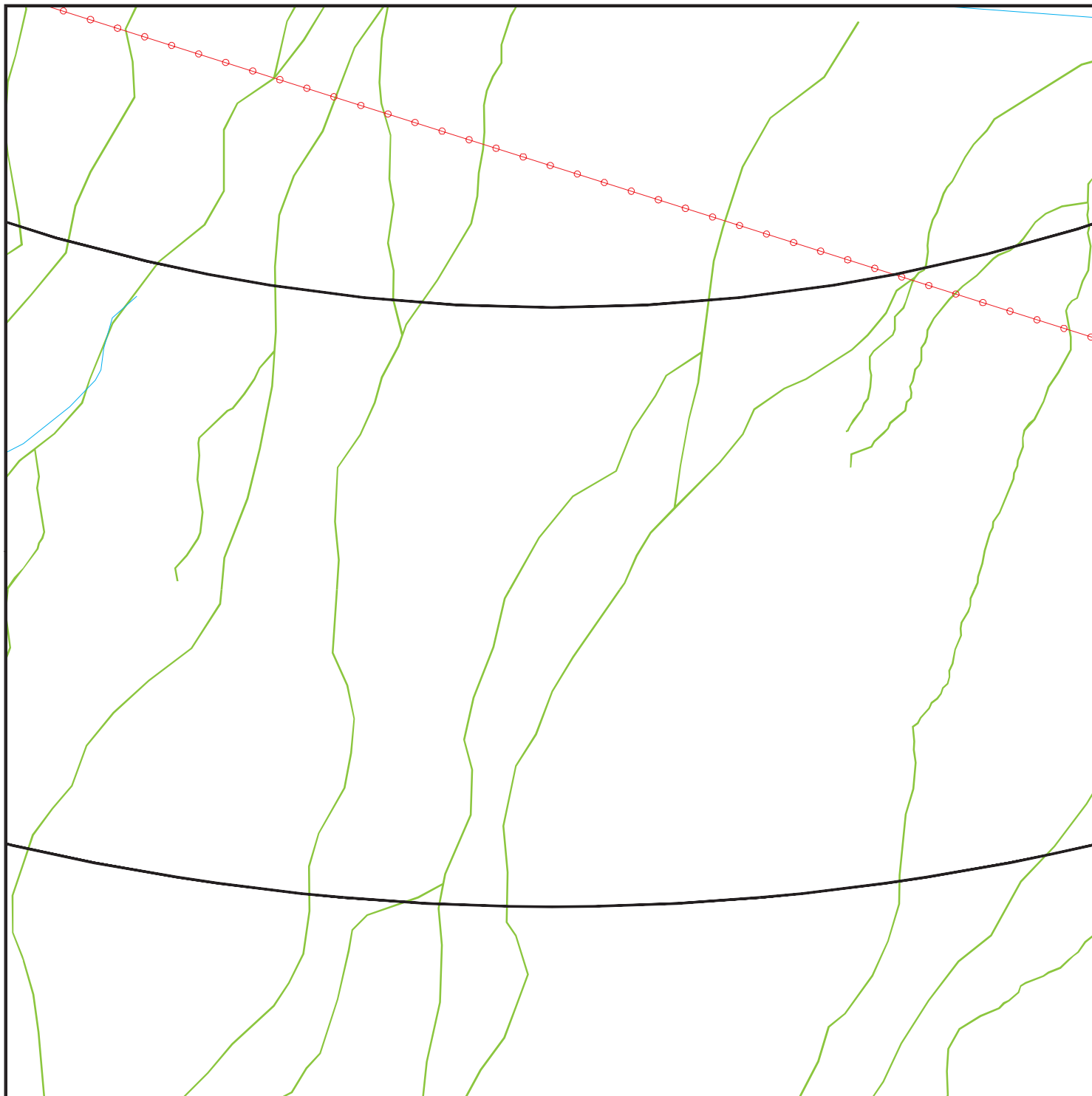
- Indian Reservations BIA
- Power transmission lines
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:36 am

# DETAIL MAP 23 OF 25 - 5224824.5S



★ Target Property

▲ Sites at elevations higher than or equal to the target property

◆ Sites at elevations lower than the target property

▲ Manufactured Gas Plants

■ Sensitive Receptors

■ National Priority List Sites

■ Dept. Defense Sites



■ Indian Reservations BIA

■ Power transmission lines

■ 100-year flood zone

■ 500-year flood zone

■ National Wetland Inventory

■ State Wetlands

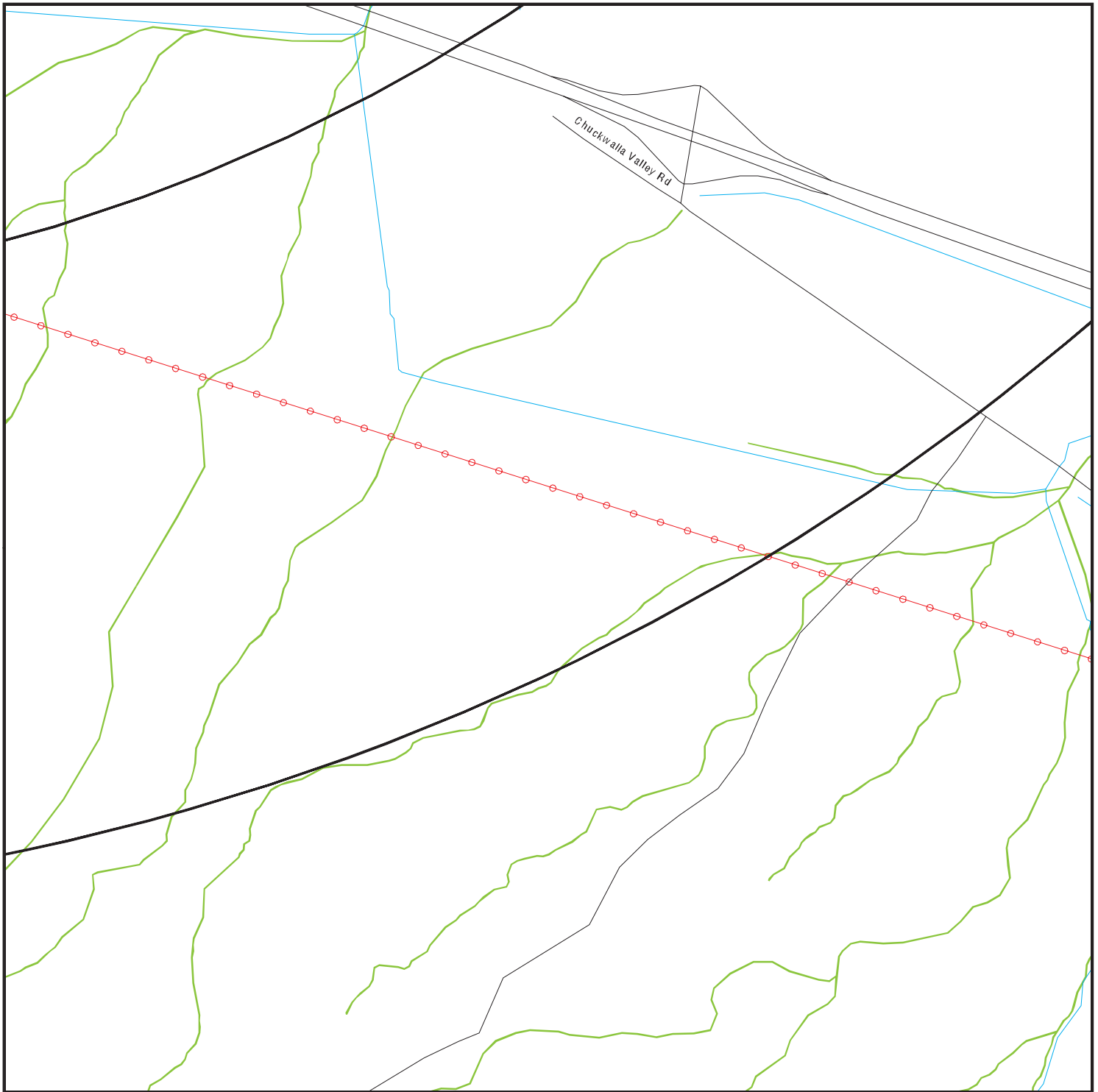
■ Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:36 am

# DETAIL MAP 24 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚡ Manufactured Gas Plants
- ⚠ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites



- 🏠 Indian Reservations BIA
- ⚡ Power transmission lines
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🔴 Areas of Concern



SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:37 am



# DETAIL MAP 25 OF 25 - 5224824.5S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚙ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- 🚒 National Priority List Sites
- 🏠 Dept. Defense Sites
- 🏠 Indian Reservations BIA
- ⚡ Power transmission lines
- 🌊 100-year flood zone
- 🌊 500-year flood zone
- 🌿 National Wetland Inventory
- 🌿 State Wetlands
- 🏠 Areas of Concern

<p><b>SITE NAME:</b> Aragorn-Athos Project  <b>ADDRESS:</b> Riverside County          Desert Center CA 92239  <b>LAT/LONG:</b> 33.721894 / 115.277246</p>	<p><b>CLIENT:</b> Stantec  <b>CONTACT:</b> Dion Monge  <b>INQUIRY #:</b> 5224824.5s  <b>DATE:</b> March 21, 2018 8:38 am</p>
---	--

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<b>STANDARD ENVIRONMENTAL RECORDS</b>								
<b><i>Federal NPL site list</i></b>								
NPL	4.000		0	0	0	0	0	0
Proposed NPL	4.000		0	0	0	0	0	0
NPL LIENS	3.000		0	0	0	0	0	0
<b><i>Federal Delisted NPL site list</i></b>								
Delisted NPL	4.000		0	0	0	0	0	0
<b><i>Federal CERCLIS list</i></b>								
FEDERAL FACILITY	3.500		0	0	0	0	0	0
SEMS	3.500		0	0	0	0	0	0
<b><i>Federal CERCLIS NFRAP site list</i></b>								
SEMS-ARCHIVE	3.500		0	0	0	0	0	0
<b><i>Federal RCRA CORRACTS facilities list</i></b>								
CORRACTS	4.000		0	0	0	0	0	0
<b><i>Federal RCRA non-CORRACTS TSD facilities list</i></b>								
RCRA-TSDF	3.500		0	0	0	0	0	0
<b><i>Federal RCRA generators list</i></b>								
RCRA-LQG	3.250		0	0	0	0	0	0
RCRA-SQG	3.250		0	0	0	0	0	0
RCRA-CESQG	3.250		0	0	0	0	0	0
<b><i>Federal institutional controls / engineering controls registries</i></b>								
LUCIS	3.500		0	0	0	0	0	0
US ENG CONTROLS	3.500		0	0	0	0	0	0
US INST CONTROL	3.500		0	0	0	0	0	0
<b><i>Federal ERNS list</i></b>								
ERNS	3.000		0	0	0	0	0	0
<b><i>State- and tribal - equivalent NPL RESPONSE</i></b>								
RESPONSE	4.000		0	0	0	0	0	0
<b><i>State- and tribal - equivalent CERCLIS ENVIROSTOR</i></b>								
ENVIROSTOR	4.000		0	0	0	0	0	0
<b><i>State and tribal landfill and/or solid waste disposal site lists</i></b>								
SWF/LF	3.500		0	0	0	0	0	0
<b><i>State and tribal leaking storage tank lists</i></b>								
LUST	3.500		0	0	0	0	0	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
INDIAN LUST	3.500		0	0	0	0	0	0
SLIC	3.500		0	0	0	0	0	0
<b><i>State and tribal registered storage tank lists</i></b>								
FEMA UST	3.250		0	0	0	0	0	0
UST	3.250		0	0	0	0	0	0
AST	3.250		0	0	0	0	0	0
INDIAN UST	3.250		0	0	0	0	0	0
<b><i>State and tribal voluntary cleanup sites</i></b>								
INDIAN VCP	3.500		0	0	0	0	0	0
VCP	3.500		0	0	0	0	0	0
<b><i>State and tribal Brownfields sites</i></b>								
BROWNFIELDS	3.500		0	0	0	0	0	0
<b><u>ADDITIONAL ENVIRONMENTAL RECORDS</u></b>								
<b><i>Local Brownfield lists</i></b>								
US BROWNFIELDS	3.500		0	0	0	0	0	0
<b><i>Local Lists of Landfill / Solid Waste Disposal Sites</i></b>								
WMUDS/SWAT	3.500		0	0	0	0	0	0
SWRCY	3.500		0	0	0	0	0	0
HAULERS	3.000		0	0	0	0	0	0
INDIAN ODI	3.500		0	0	0	0	0	0
DEBRIS REGION 9	3.500		0	0	0	0	0	0
ODI	3.500		0	0	0	0	0	0
IHS OPEN DUMPS	3.500		0	0	0	0	0	0
<b><i>Local Lists of Hazardous waste / Contaminated Sites</i></b>								
US HIST CDL	3.000		0	0	0	0	0	0
HIST Cal-Sites	4.000		0	0	0	0	0	0
SCH	3.250		0	0	0	0	0	0
CDL	3.000		0	0	0	0	0	0
Toxic Pits	4.000		0	0	0	0	0	0
US CDL	3.000		0	0	0	0	0	0
<b><i>Local Lists of Registered Storage Tanks</i></b>								
SWEEPS UST	3.250		0	0	0	0	0	0
HIST UST	3.250		0	0	0	0	0	0
CA FID UST	3.250		0	0	0	0	0	0
<b><i>Local Land Records</i></b>								
LIENS	3.000		0	0	0	0	0	0
LIENS 2	3.000		0	0	0	0	0	0
DEED	3.500		0	0	0	0	0	0
<b><i>Records of Emergency Release Reports</i></b>								
HMIRS	3.000		0	0	0	0	0	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
CHMIRS	3.000		0	0	0	0	0	0
LDS	3.000		0	0	0	0	0	0
MCS	3.000		0	0	0	0	0	0
SPILLS 90	3.000		0	0	0	0	0	0
<b>Other Ascertainable Records</b>								
RCRA NonGen / NLR	3.250		0	0	0	0	0	0
FUDS	4.000		0	0	0	0	1	1
DOD	4.000		0	0	0	0	0	0
SCRD DRYCLEANERS	3.500		0	0	0	0	0	0
US FIN ASSUR	3.000		0	0	0	0	0	0
EPA WATCH LIST	3.000		0	0	0	0	0	0
2020 COR ACTION	3.250		0	0	0	0	0	0
TSCA	3.000		0	0	0	0	0	0
TRIS	3.000		0	0	0	0	0	0
SSTS	3.000		0	0	0	0	0	0
ROD	4.000		0	0	0	0	0	0
RMP	3.000		0	0	0	0	0	0
RAATS	3.000		0	0	0	0	0	0
PRP	3.000		0	0	0	0	0	0
PADS	3.000		0	0	0	0	0	0
ICIS	3.000		0	0	0	0	0	0
FTTS	3.000		0	0	0	0	0	0
MLTS	3.000		0	0	0	0	0	0
COAL ASH DOE	3.000		0	0	0	0	0	0
COAL ASH EPA	3.500		0	0	0	0	0	0
PCB TRANSFORMER	3.000		0	0	0	0	0	0
RADINFO	3.000		0	0	0	0	0	0
HIST FTTS	3.000		0	0	0	0	0	0
DOT OPS	3.000		0	0	0	0	0	0
CONSENT	4.000		0	0	0	0	0	0
INDIAN RESERV	4.000		0	0	0	0	0	0
FUSRAP	4.000		0	0	0	0	0	0
UMTRA	3.500		0	0	0	0	0	0
LEAD SMELTERS	3.000		0	0	0	0	0	0
US AIRS	3.000		0	0	0	0	0	0
US MINES	3.250		0	0	0	0	0	0
ABANDONED MINES	3.250		0	0	0	0	0	0
FINDS	3.000		0	0	0	0	0	0
UXO	4.000		0	0	0	0	0	0
ECHO	3.000		0	0	0	0	0	0
DOCKET HWC	3.000		0	0	0	0	0	0
FUELS PROGRAM	3.250		0	0	0	0	0	0
CA BOND EXP. PLAN	4.000		0	0	0	0	0	0
Cortese	3.500		0	0	0	0	0	0
CUPA Listings	3.250		0	0	0	0	0	0
DRYCLEANERS	3.250		0	0	0	0	0	0
EMI	3.000		0	0	0	0	0	0
ENF	3.000		0	0	0	0	0	0
Financial Assurance	3.000		0	0	0	0	0	0
HAZNET	3.000		0	0	0	0	0	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
ICE	3.000		0	0	0	0	0	0
HIST CORTESE	3.500		0	0	0	0	0	0
HWP	4.000		0	0	0	0	0	0
HWT	3.250		0	0	0	0	0	0
MINES	3.250		0	0	0	0	0	0
MWMP	3.250		0	0	0	0	0	0
NPDES	3.000		0	0	0	0	0	0
PEST LIC	3.000		0	0	0	0	0	0
PROC	3.500		0	0	0	0	0	0
Notify 65	4.000		0	0	0	0	0	0
UIC	3.000		0	0	0	0	0	0
WASTEWATER PITS	3.500		0	0	0	0	0	0
WDS	3.000		0	0	0	0	0	0
WIP	3.250		0	0	0	0	0	0

### EDR HIGH RISK HISTORICAL RECORDS

#### *EDR Exclusive Records*

EDR MGP	4.000		0	0	0	0	0	0
EDR Hist Auto	3.125		0	0	0	0	0	0
EDR Hist Cleaner	3.125		0	0	0	0	0	0

### EDR RECOVERED GOVERNMENT ARCHIVES

#### *Exclusive Recovered Govt. Archives*

RGA LF	3.000		0	0	0	0	0	0
RGA LUST	3.000		0	0	0	0	0	0

- Totals --		0	0	0	0	0	1	1
-------------	--	---	---	---	---	---	---	---

#### NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**1**  
**NW**  
**> 1**  
**3.791 mi.**  
**20017 ft.**

**DESERT CNTR ARPT**  
**DESERT CENTER, CA**

**FUDS 1012129642**  
**N/A**

**Relative:**  
**Lower**  
**Actual:**  
**537 ft.**

**FUDS:**  
 EPA Region: 09  
 Congressional District: 36  
 FUDS Number: J09CA0341  
 State: CA  
 Facility Name: DESERT CNTR ARPT  
 Fiscal Year: 2013  
 City: DESERT CENTER  
 Federal Facility ID: CA9799F5427  
 Telephone: 213-452-3920  
 INST ID: 61057  
 County: RIVERSIDE  
 RAB: Not reported  
 \*\*CORPS\_DIST\*\*: Los Angeles District (SPL)  
 NPL Status: Not Listed  
 CTC: 134  
 Current Owner: Local Government  
 Future Prog: Not reported  
 Description: SITE CONSISTED OF 1958.02 ACRES. IMPROVEMENTS INCL. STRUCTURES FOR BASE HOUSING, OPERATION, AIRCRAFT SERVICE STORAGE, FUEL SYS. PERSONNEL & MISC. MOST ARE CURRENTLY BEING USED. USTS HAVE NOT BEEN USED , HOWEVER.  
 Current Program: Not reported  
 History: US ARMY ACQUIRED THE PROPERTY IN 1942 THROUGH PURCHASE, TRANSFER & CONDEMNATION. IT WAS DECLARED AS EXCESS IN 1945 & DISPOSED TO RIVERSIDE COUNTY IN 1965. COUNTY OF RIVERSIDE IS THE PRESENT OWNER.  
 Latitude Degree: 33  
 Latitude Minute: 45  
 Latitude Second: 15  
 Latitude Direction: N  
 Longitude Degree: -115  
 Longitude Minute: 20  
 Longitude Second: 50  
 Longitude Direction: E

Count: 25 records.

## ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
CACTUS	S113005883	SOUTHERN CALIFORNIA GAS CO	I-10 20 MI EAST OF INDIO	92239	HAZNET
DESERT CENTER	S112974323	CALTRANS D-8/CONSTR/EA08-0K6304	RTE 177 PM 0.0-27.0	92239	HAZNET
DESERT CENTER	S108407375		I-10, 3 MILES W OF STATE ROUTE	92239	CDL
DESERT CENTER	S114590543	CALTRANS DESERT CENTER	129476 HIGHWAY 60		RGA LUST
DESERT CENTER	S114591008	CALTRANS-DESERT CENTER	129476 HIGHWAY 60		RGA LUST
DESERT CENTER	A100423762	RCIT - ROAD 62 #44	34505 HIGHWAY 62	92239	AST
DESERT CENTER	1014672120	PALEN SOLAR POWER PROJECT	CORN SPRINGS ROAD	92239	FINDS
DESERT CENTER	S111759643	PAR ELECTRIC CONTRACTORS	30855 CORN SPRINGS RD	92239	CHMIRS, HAZNET
DESERT CENTER	S121011395	LONG BEACH CONTAINER TTRANSPORT, I	I-10 FWY W/B, POST MILE 99	92239	HAZNET
DESERT CENTER	S120991346	COVENANT TRANSPORTATION	I-10 FWY E/B AT POST MILE 101	92239	HAZNET
DESERT CENTER	S118929108	MARQUEZ TRUCKING	I-10 FWY AT PM 118.5 WEST B	92239	HAZNET
DESERT CENTER	S118925098	HERTZ EQUIPMENT RENTAL CORPORATION	I-10 FWY AT POST MILE 103	92239	HAZNET
DESERT CENTER	S114591009	CALTRANS-DESERT CENTER	129476 U.S. HIGHWAY 60		RGA LUST
DESERT CENTER	S114590542	CALTRANS DESERT CENTER MAIN.	129476 U.S. HIGHWAY 60		RGA LUST
DESERT CENTER	S106835533	METRO WATER DIST OF SO CAL	HINDS VILLAGE I-10/HAYFIELD		EMI
DESERT CENTER	S114591010	CALTRANS-DESERT CENTER	129476 U.S. HWY 60		RGA LUST
DESERT CENTER	S118200690	SWIFT TRANSPORTATION CORPORATION	EB I-10 @ PM125.5	92239	HAZNET
DESERT CENTER	S107144793	CRA SAND TRAP REPLACEMENT EAGLE MO	15500 KAISER TRUCK ROAD	92239	CHMIRS, ENF, NPDES
DESERT CENTER	A100424613	SO. CALIF. GAS CO. - DESERT CENTER	1 MILE EAST OF DESERT CTR. ON	92239	AST
DESERT CENTER	1018132372	KAISER EAGLE MOUNTAIN	N OF HWY 10 8M OFF KAISER RD	92239	DOCKET HWC
DESERT CENTER	S113792925	PETERS PROPERTY	RIVERSIDE CTY APN 800-430-00	92239	HAZNET
RICE	1023377596	RICE SOLAR ENERGY PROJECT	STATE RTE. 62	92239	FINDS
RIVERSIDE COUNTY	S107537885		BOX SPRINGS RD & HWY 215 (SEE		CDL
RIVERSIDE COUNTY	S117711495	ST HWY 111 NE PALM SPRINGS	ST HWY 111 NE OF PALM SPRINGS		NPDES
RIVERSIDE COUNTY	M300002452	PACIFIC CLAY PRODS CO	RIVERSIDE COUNTY PITS (5 OPERA		US MINES

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

**Number of Days to Update:** Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

## STANDARD ENVIRONMENTAL RECORDS

### ***Federal NPL site list***

#### **NPL: National Priority List**

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 12/11/2017	Source: EPA
Date Data Arrived at EDR: 12/22/2017	Telephone: N/A
Date Made Active in Reports: 01/05/2018	Last EDR Contact: 02/06/2018
Number of Days to Update: 14	Next Scheduled EDR Contact: 04/16/2018
	Data Release Frequency: Quarterly

#### **NPL Site Boundaries**

##### **Sources:**

EPA's Environmental Photographic Interpretation Center (EPIC)  
Telephone: 202-564-7333

EPA Region 1  
Telephone 617-918-1143

EPA Region 6  
Telephone: 214-655-6659

EPA Region 3  
Telephone 215-814-5418

EPA Region 7  
Telephone: 913-551-7247

EPA Region 4  
Telephone 404-562-8033

EPA Region 8  
Telephone: 303-312-6774

EPA Region 5  
Telephone 312-886-6686

EPA Region 9  
Telephone: 415-947-4246

EPA Region 10  
Telephone 206-553-8665

#### **Proposed NPL: Proposed National Priority List Sites**

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 12/11/2017	Source: EPA
Date Data Arrived at EDR: 12/22/2017	Telephone: N/A
Date Made Active in Reports: 01/05/2018	Last EDR Contact: 02/06/2018
Number of Days to Update: 14	Next Scheduled EDR Contact: 05/21/2018
	Data Release Frequency: Quarterly

#### **NPL LIENS: Federal Superfund Liens**

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991	Source: EPA
Date Data Arrived at EDR: 02/02/1994	Telephone: 202-564-4267
Date Made Active in Reports: 03/30/1994	Last EDR Contact: 08/15/2011
Number of Days to Update: 56	Next Scheduled EDR Contact: 11/28/2011
	Data Release Frequency: No Update Planned



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***Federal Delisted NPL site list***

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 12/11/2017	Source: EPA
Date Data Arrived at EDR: 12/22/2017	Telephone: N/A
Date Made Active in Reports: 01/05/2018	Last EDR Contact: 02/06/2018
Number of Days to Update: 14	Next Scheduled EDR Contact: 04/16/2018
	Data Release Frequency: Quarterly

## ***Federal CERCLIS list***

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 11/07/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/05/2017	Telephone: 703-603-8704
Date Made Active in Reports: 04/07/2017	Last EDR Contact: 01/05/2018
Number of Days to Update: 92	Next Scheduled EDR Contact: 04/16/2018
	Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 12/11/2017	Source: EPA
Date Data Arrived at EDR: 12/22/2017	Telephone: 800-424-9346
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 02/06/2018
Number of Days to Update: 21	Next Scheduled EDR Contact: 04/30/2018
	Data Release Frequency: Quarterly

## ***Federal CERCLIS NFRAP site list***

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 12/11/2017	Source: EPA
Date Data Arrived at EDR: 12/22/2017	Telephone: 800-424-9346
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 02/06/2018
Number of Days to Update: 21	Next Scheduled EDR Contact: 04/30/2018
	Data Release Frequency: Quarterly

## ***Federal RCRA CORRACTS facilities list***

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 12/11/2017	Source: EPA
Date Data Arrived at EDR: 12/26/2017	Telephone: 800-424-9346
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 01/19/2018
Number of Days to Update: 45	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

## ***Federal RCRA non-CORRACTS TSD facilities list***

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 12/11/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/26/2017	Telephone: (415) 495-8895
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 01/19/2018
Number of Days to Update: 45	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

## ***Federal RCRA generators list***

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 12/11/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/26/2017	Telephone: (415) 495-8895
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 01/19/2018
Number of Days to Update: 45	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 12/11/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/26/2017	Telephone: (415) 495-8895
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 01/19/2018
Number of Days to Update: 45	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

## RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 12/11/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/26/2017	Telephone: (415) 495-8895
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 01/19/2018
Number of Days to Update: 45	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

## ***Federal institutional controls / engineering controls registries***

### LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/22/2017	Source: Department of the Navy
Date Data Arrived at EDR: 06/13/2017	Telephone: 843-820-7326
Date Made Active in Reports: 09/15/2017	Last EDR Contact: 02/09/2018
Number of Days to Update: 94	Next Scheduled EDR Contact: 05/28/2018
	Data Release Frequency: Varies

### US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 11/13/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/27/2017	Telephone: 703-603-0695
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 02/27/2018
Number of Days to Update: 74	Next Scheduled EDR Contact: 06/11/2018
	Data Release Frequency: Varies

### US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 11/13/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/27/2017	Telephone: 703-603-0695
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 02/27/2018
Number of Days to Update: 74	Next Scheduled EDR Contact: 06/11/2018
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***Federal ERNS list***

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 09/18/2017

Date Data Arrived at EDR: 09/21/2017

Date Made Active in Reports: 10/13/2017

Number of Days to Update: 22

Source: National Response Center, United States Coast Guard

Telephone: 202-267-2180

Last EDR Contact: 01/19/2018

Next Scheduled EDR Contact: 04/09/2018

Data Release Frequency: Quarterly

## ***State- and tribal - equivalent NPL***

RESPONSE: State Response Sites

Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk.

Date of Government Version: 01/30/2018

Date Data Arrived at EDR: 01/31/2018

Date Made Active in Reports: 03/19/2018

Number of Days to Update: 47

Source: Department of Toxic Substances Control

Telephone: 916-323-3400

Last EDR Contact: 01/31/2018

Next Scheduled EDR Contact: 05/14/2018

Data Release Frequency: Quarterly

## ***State- and tribal - equivalent CERCLIS***

ENVIROSTOR: EnviroStor Database

The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifies sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites.

Date of Government Version: 01/30/2018

Date Data Arrived at EDR: 01/31/2018

Date Made Active in Reports: 03/19/2018

Number of Days to Update: 47

Source: Department of Toxic Substances Control

Telephone: 916-323-3400

Last EDR Contact: 01/31/2018

Next Scheduled EDR Contact: 05/14/2018

Data Release Frequency: Quarterly

## ***State and tribal landfill and/or solid waste disposal site lists***

SWF/LF (SWIS): Solid Waste Information System

Active, Closed and Inactive Landfills. SWF/LF records typically contain an inventory of solid waste disposal facilities or landfills. These may be active or inactive facilities or open dumps that failed to meet RCRA Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 11/13/2017

Date Data Arrived at EDR: 11/14/2017

Date Made Active in Reports: 12/07/2017

Number of Days to Update: 23

Source: Department of Resources Recycling and Recovery

Telephone: 916-341-6320

Last EDR Contact: 02/14/2018

Next Scheduled EDR Contact: 05/28/2018

Data Release Frequency: Quarterly

## ***State and tribal leaking storage tank lists***

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## LUST REG 9: Leaking Underground Storage Tank Report

Orange, Riverside, San Diego counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 03/01/2001  
Date Data Arrived at EDR: 04/23/2001  
Date Made Active in Reports: 05/21/2001  
Number of Days to Update: 28

Source: California Regional Water Quality Control Board San Diego Region (9)  
Telephone: 858-637-5595  
Last EDR Contact: 09/26/2011  
Next Scheduled EDR Contact: 01/09/2012  
Data Release Frequency: No Update Planned

## LUST: Leaking Underground Fuel Tank Report (GEOTRACKER)

Leaking Underground Storage Tank (LUST) Sites included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/11/2017  
Date Data Arrived at EDR: 12/12/2017  
Date Made Active in Reports: 01/11/2018  
Number of Days to Update: 30

Source: State Water Resources Control Board  
Telephone: see region list  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Quarterly

## LUST REG 7: Leaking Underground Storage Tank Case Listing

Leaking Underground Storage Tank locations. Imperial, Riverside, San Diego, Santa Barbara counties.

Date of Government Version: 02/26/2004  
Date Data Arrived at EDR: 02/26/2004  
Date Made Active in Reports: 03/24/2004  
Number of Days to Update: 27

Source: California Regional Water Quality Control Board Colorado River Basin Region (7)  
Telephone: 760-776-8943  
Last EDR Contact: 08/01/2011  
Next Scheduled EDR Contact: 11/14/2011  
Data Release Frequency: No Update Planned

## LUST REG 6V: Leaking Underground Storage Tank Case Listing

Leaking Underground Storage Tank locations. Inyo, Kern, Los Angeles, Mono, San Bernardino counties.

Date of Government Version: 06/07/2005  
Date Data Arrived at EDR: 06/07/2005  
Date Made Active in Reports: 06/29/2005  
Number of Days to Update: 22

Source: California Regional Water Quality Control Board Victorville Branch Office (6)  
Telephone: 760-241-7365  
Last EDR Contact: 09/12/2011  
Next Scheduled EDR Contact: 12/26/2011  
Data Release Frequency: No Update Planned

## LUST REG 5: Leaking Underground Storage Tank Database

Leaking Underground Storage Tank locations. Alameda, Alpine, Amador, Butte, Colusa, Contra Costa, Calveras, El Dorado, Fresno, Glenn, Kern, Kings, Lake, Lassen, Madera, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Solano, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo, Yuba counties.

Date of Government Version: 07/01/2008  
Date Data Arrived at EDR: 07/22/2008  
Date Made Active in Reports: 07/31/2008  
Number of Days to Update: 9

Source: California Regional Water Quality Control Board Central Valley Region (5)  
Telephone: 916-464-4834  
Last EDR Contact: 07/01/2011  
Next Scheduled EDR Contact: 10/17/2011  
Data Release Frequency: No Update Planned

## LUST REG 1: Active Toxic Site Investigation

Del Norte, Humboldt, Lake, Mendocino, Modoc, Siskiyou, Sonoma, Trinity counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/01/2001  
Date Data Arrived at EDR: 02/28/2001  
Date Made Active in Reports: 03/29/2001  
Number of Days to Update: 29

Source: California Regional Water Quality Control Board North Coast (1)  
Telephone: 707-570-3769  
Last EDR Contact: 08/01/2011  
Next Scheduled EDR Contact: 11/14/2011  
Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## LUST REG 2: Fuel Leak List

Leaking Underground Storage Tank locations. Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma counties.

Date of Government Version: 09/30/2004  
Date Data Arrived at EDR: 10/20/2004  
Date Made Active in Reports: 11/19/2004  
Number of Days to Update: 30

Source: California Regional Water Quality Control Board San Francisco Bay Region (2)  
Telephone: 510-622-2433  
Last EDR Contact: 09/19/2011  
Next Scheduled EDR Contact: 01/02/2012  
Data Release Frequency: Quarterly

## LUST REG 3: Leaking Underground Storage Tank Database

Leaking Underground Storage Tank locations. Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz counties.

Date of Government Version: 05/19/2003  
Date Data Arrived at EDR: 05/19/2003  
Date Made Active in Reports: 06/02/2003  
Number of Days to Update: 14

Source: California Regional Water Quality Control Board Central Coast Region (3)  
Telephone: 805-542-4786  
Last EDR Contact: 07/18/2011  
Next Scheduled EDR Contact: 10/31/2011  
Data Release Frequency: No Update Planned

## LUST REG 4: Underground Storage Tank Leak List

Los Angeles, Ventura counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/07/2004  
Date Data Arrived at EDR: 09/07/2004  
Date Made Active in Reports: 10/12/2004  
Number of Days to Update: 35

Source: California Regional Water Quality Control Board Los Angeles Region (4)  
Telephone: 213-576-6710  
Last EDR Contact: 09/06/2011  
Next Scheduled EDR Contact: 12/19/2011  
Data Release Frequency: No Update Planned

## LUST REG 8: Leaking Underground Storage Tanks

California Regional Water Quality Control Board Santa Ana Region (8). For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/14/2005  
Date Data Arrived at EDR: 02/15/2005  
Date Made Active in Reports: 03/28/2005  
Number of Days to Update: 41

Source: California Regional Water Quality Control Board Santa Ana Region (8)  
Telephone: 909-782-4496  
Last EDR Contact: 08/15/2011  
Next Scheduled EDR Contact: 11/28/2011  
Data Release Frequency: Varies

## LUST REG 6L: Leaking Underground Storage Tank Case Listing

For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/09/2003  
Date Data Arrived at EDR: 09/10/2003  
Date Made Active in Reports: 10/07/2003  
Number of Days to Update: 27

Source: California Regional Water Quality Control Board Lahontan Region (6)  
Telephone: 530-542-5572  
Last EDR Contact: 09/12/2011  
Next Scheduled EDR Contact: 12/26/2011  
Data Release Frequency: No Update Planned

## INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/25/2017  
Date Data Arrived at EDR: 11/07/2017  
Date Made Active in Reports: 12/08/2017  
Number of Days to Update: 31

Source: EPA Region 10  
Telephone: 206-553-2857  
Last EDR Contact: 01/23/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/13/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 07/27/2017	Telephone: 415-972-3372
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 78	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 05/01/2017	Source: EPA Region 8
Date Data Arrived at EDR: 07/27/2017	Telephone: 303-312-6271
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 78	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/14/2017	Source: EPA Region 7
Date Data Arrived at EDR: 07/27/2017	Telephone: 913-551-7003
Date Made Active in Reports: 10/06/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land  
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/14/2017	Source: EPA Region 1
Date Data Arrived at EDR: 07/27/2017	Telephone: 617-918-1313
Date Made Active in Reports: 10/06/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 10/14/2016	Source: EPA Region 4
Date Data Arrived at EDR: 01/27/2017	Telephone: 404-562-8677
Date Made Active in Reports: 05/05/2017	Last EDR Contact: 01/19/2018
Number of Days to Update: 98	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Semi-Annually

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 04/24/2017	Source: EPA Region 6
Date Data Arrived at EDR: 07/27/2017	Telephone: 214-665-6597
Date Made Active in Reports: 10/06/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land  
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/26/2017	Source: EPA, Region 5
Date Data Arrived at EDR: 07/27/2017	Telephone: 312-886-7439
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 78	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## SLIC: Statewide SLIC Cases (GEOTRACKER)

Cleanup Program Sites (CPS; also known as Site Cleanups [SC] and formerly known as Spills, Leaks, Investigations, and Cleanups [SLIC] sites) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/11/2017	Source: State Water Resources Control Board
Date Data Arrived at EDR: 12/12/2017	Telephone: 866-480-1028
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 12/12/2018
Number of Days to Update: 31	Next Scheduled EDR Contact: 06/25/2018
	Data Release Frequency: Varies

## SLIC REG 1: Active Toxic Site Investigations

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2003	Source: California Regional Water Quality Control Board, North Coast Region (1)
Date Data Arrived at EDR: 04/07/2003	Telephone: 707-576-2220
Date Made Active in Reports: 04/25/2003	Last EDR Contact: 08/01/2011
Number of Days to Update: 18	Next Scheduled EDR Contact: 11/14/2011
	Data Release Frequency: No Update Planned

## SLIC REG 2: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/30/2004	Source: Regional Water Quality Control Board San Francisco Bay Region (2)
Date Data Arrived at EDR: 10/20/2004	Telephone: 510-286-0457
Date Made Active in Reports: 11/19/2004	Last EDR Contact: 09/19/2011
Number of Days to Update: 30	Next Scheduled EDR Contact: 01/02/2012
	Data Release Frequency: Quarterly

## SLIC REG 3: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/18/2006	Source: California Regional Water Quality Control Board Central Coast Region (3)
Date Data Arrived at EDR: 05/18/2006	Telephone: 805-549-3147
Date Made Active in Reports: 06/15/2006	Last EDR Contact: 07/18/2011
Number of Days to Update: 28	Next Scheduled EDR Contact: 10/31/2011
	Data Release Frequency: Semi-Annually

## SLIC REG 4: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/17/2004	Source: Region Water Quality Control Board Los Angeles Region (4)
Date Data Arrived at EDR: 11/18/2004	Telephone: 213-576-6600
Date Made Active in Reports: 01/04/2005	Last EDR Contact: 07/01/2011
Number of Days to Update: 47	Next Scheduled EDR Contact: 10/17/2011
	Data Release Frequency: Varies

## SLIC REG 5: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/01/2005	Source: Regional Water Quality Control Board Central Valley Region (5)
Date Data Arrived at EDR: 04/05/2005	Telephone: 916-464-3291
Date Made Active in Reports: 04/21/2005	Last EDR Contact: 09/12/2011
Number of Days to Update: 16	Next Scheduled EDR Contact: 12/26/2011
	Data Release Frequency: Semi-Annually



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## SLIC REG 6V: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/24/2005  
Date Data Arrived at EDR: 05/25/2005  
Date Made Active in Reports: 06/16/2005  
Number of Days to Update: 22

Source: Regional Water Quality Control Board, Victorville Branch  
Telephone: 619-241-6583  
Last EDR Contact: 08/15/2011  
Next Scheduled EDR Contact: 11/28/2011  
Data Release Frequency: Semi-Annually

## SLIC REG 6L: SLIC Sites

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/07/2004  
Date Data Arrived at EDR: 09/07/2004  
Date Made Active in Reports: 10/12/2004  
Number of Days to Update: 35

Source: California Regional Water Quality Control Board, Lahontan Region  
Telephone: 530-542-5574  
Last EDR Contact: 08/15/2011  
Next Scheduled EDR Contact: 11/28/2011  
Data Release Frequency: No Update Planned

## SLIC REG 7: SLIC List

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/24/2004  
Date Data Arrived at EDR: 11/29/2004  
Date Made Active in Reports: 01/04/2005  
Number of Days to Update: 36

Source: California Regional Quality Control Board, Colorado River Basin Region  
Telephone: 760-346-7491  
Last EDR Contact: 08/01/2011  
Next Scheduled EDR Contact: 11/14/2011  
Data Release Frequency: No Update Planned

## SLIC REG 8: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2008  
Date Data Arrived at EDR: 04/03/2008  
Date Made Active in Reports: 04/14/2008  
Number of Days to Update: 11

Source: California Region Water Quality Control Board Santa Ana Region (8)  
Telephone: 951-782-3298  
Last EDR Contact: 09/12/2011  
Next Scheduled EDR Contact: 12/26/2011  
Data Release Frequency: Semi-Annually

## SLIC REG 9: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/10/2007  
Date Data Arrived at EDR: 09/11/2007  
Date Made Active in Reports: 09/28/2007  
Number of Days to Update: 17

Source: California Regional Water Quality Control Board San Diego Region (9)  
Telephone: 858-467-2980  
Last EDR Contact: 08/08/2011  
Next Scheduled EDR Contact: 11/21/2011  
Data Release Frequency: Annually

## **State and tribal registered storage tank lists**

### FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 05/15/2017  
Date Data Arrived at EDR: 05/30/2017  
Date Made Active in Reports: 10/13/2017  
Number of Days to Update: 136

Source: FEMA  
Telephone: 202-646-5797  
Last EDR Contact: 01/09/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## UST: Active UST Facilities

Active UST facilities gathered from the local regulatory agencies

Date of Government Version: 12/11/2017	Source: SWRCB
Date Data Arrived at EDR: 12/12/2017	Telephone: 916-341-5851
Date Made Active in Reports: 01/17/2018	Last EDR Contact: 03/14/2018
Number of Days to Update: 36	Next Scheduled EDR Contact: 06/25/2018
	Data Release Frequency: Semi-Annually

## AST: Aboveground Petroleum Storage Tank Facilities

A listing of aboveground storage tank petroleum storage tank locations.

Date of Government Version: 07/06/2016	Source: California Environmental Protection Agency
Date Data Arrived at EDR: 07/12/2016	Telephone: 916-327-5092
Date Made Active in Reports: 09/19/2016	Last EDR Contact: 12/26/2017
Number of Days to Update: 69	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

## INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/26/2017	Source: EPA Region 5
Date Data Arrived at EDR: 07/27/2017	Telephone: 312-886-6136
Date Made Active in Reports: 10/06/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/14/2017	Source: EPA, Region 1
Date Data Arrived at EDR: 07/27/2017	Telephone: 617-918-1313
Date Made Active in Reports: 10/06/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 04/13/2017	Source: EPA Region 9
Date Data Arrived at EDR: 07/27/2017	Telephone: 415-972-3368
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 78	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 10/14/2016	Source: EPA Region 4
Date Data Arrived at EDR: 01/27/2017	Telephone: 404-562-9424
Date Made Active in Reports: 05/05/2017	Last EDR Contact: 01/19/2018
Number of Days to Update: 98	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Semi-Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 05/01/2017	Source: EPA Region 8
Date Data Arrived at EDR: 07/27/2017	Telephone: 303-312-6137
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 78	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 05/02/2017	Source: EPA Region 7
Date Data Arrived at EDR: 07/27/2017	Telephone: 913-551-7003
Date Made Active in Reports: 10/06/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/24/2017	Source: EPA Region 6
Date Data Arrived at EDR: 07/27/2017	Telephone: 214-665-7591
Date Made Active in Reports: 12/08/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 134	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/25/2017	Source: EPA Region 10
Date Data Arrived at EDR: 07/27/2017	Telephone: 206-553-2857
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/23/2018
Number of Days to Update: 78	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## **State and tribal voluntary cleanup sites**

### INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015	Source: EPA, Region 1
Date Data Arrived at EDR: 09/29/2015	Telephone: 617-918-1102
Date Made Active in Reports: 02/18/2016	Last EDR Contact: 12/20/2017
Number of Days to Update: 142	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Varies

### INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008	Source: EPA, Region 7
Date Data Arrived at EDR: 04/22/2008	Telephone: 913-551-7365
Date Made Active in Reports: 05/19/2008	Last EDR Contact: 04/20/2009
Number of Days to Update: 27	Next Scheduled EDR Contact: 07/20/2009
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## VCP: Voluntary Cleanup Program Properties

Contains low threat level properties with either confirmed or unconfirmed releases and the project proponents have request that DTSC oversee investigation and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

Date of Government Version: 01/30/2018  
Date Data Arrived at EDR: 01/31/2018  
Date Made Active in Reports: 03/19/2018  
Number of Days to Update: 47

Source: Department of Toxic Substances Control  
Telephone: 916-323-3400  
Last EDR Contact: 01/31/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Quarterly

## **State and tribal Brownfields sites**

### BROWNFIELDS: Considered Brownfields Sites Listing

A listing of sites the SWRCB considers to be Brownfields since these are sites have come to them through the MOA Process.

Date of Government Version: 12/22/2017  
Date Data Arrived at EDR: 12/26/2017  
Date Made Active in Reports: 01/31/2018  
Number of Days to Update: 36

Source: State Water Resources Control Board  
Telephone: 916-323-7905  
Last EDR Contact: 12/26/2017  
Next Scheduled EDR Contact: 04/09/2018  
Data Release Frequency: Quarterly

## **ADDITIONAL ENVIRONMENTAL RECORDS**

### **Local Brownfield lists**

#### US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 01/19/2018  
Date Data Arrived at EDR: 01/19/2018  
Date Made Active in Reports: 02/09/2018  
Number of Days to Update: 21

Source: Environmental Protection Agency  
Telephone: 202-566-2777  
Last EDR Contact: 01/19/2018  
Next Scheduled EDR Contact: 04/02/2018  
Data Release Frequency: Semi-Annually

### **Local Lists of Landfill / Solid Waste Disposal Sites**

#### WMUDS/SWAT: Waste Management Unit Database

Waste Management Unit Database System. WMUDS is used by the State Water Resources Control Board staff and the Regional Water Quality Control Boards for program tracking and inventory of waste management units. WMUDS is composed of the following databases: Facility Information, Scheduled Inspections Information, Waste Management Unit Information, SWAT Program Information, SWAT Report Summary Information, SWAT Report Summary Data, Chapter 15 (formerly Subchapter 15) Information, Chapter 15 Monitoring Parameters, TPCA Program Information, RCRA Program Information, Closure Information, and Interested Parties Information.

Date of Government Version: 04/01/2000  
Date Data Arrived at EDR: 04/10/2000  
Date Made Active in Reports: 05/10/2000  
Number of Days to Update: 30

Source: State Water Resources Control Board  
Telephone: 916-227-4448  
Last EDR Contact: 01/31/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## SWRCY: Recycler Database

A listing of recycling facilities in California.

Date of Government Version: 12/11/2017  
Date Data Arrived at EDR: 12/12/2017  
Date Made Active in Reports: 01/17/2018  
Number of Days to Update: 36

Source: Department of Conservation  
Telephone: 916-323-3836  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Quarterly

## HAULERS: Registered Waste Tire Haulers Listing

A listing of registered waste tire haulers.

Date of Government Version: 02/08/2018  
Date Data Arrived at EDR: 02/09/2018  
Date Made Active in Reports: 03/20/2018  
Number of Days to Update: 39

Source: Integrated Waste Management Board  
Telephone: 916-341-6422  
Last EDR Contact: 02/09/2018  
Next Scheduled EDR Contact: 02/26/2018  
Data Release Frequency: Varies

## INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998  
Date Data Arrived at EDR: 12/03/2007  
Date Made Active in Reports: 01/24/2008  
Number of Days to Update: 52

Source: Environmental Protection Agency  
Telephone: 703-308-8245  
Last EDR Contact: 01/30/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Varies

## DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009  
Date Data Arrived at EDR: 05/07/2009  
Date Made Active in Reports: 09/21/2009  
Number of Days to Update: 137

Source: EPA, Region 9  
Telephone: 415-947-4219  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: No Update Planned

## ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985  
Date Data Arrived at EDR: 08/09/2004  
Date Made Active in Reports: 09/17/2004  
Number of Days to Update: 39

Source: Environmental Protection Agency  
Telephone: 800-424-9346  
Last EDR Contact: 06/09/2004  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

## IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014  
Date Data Arrived at EDR: 08/06/2014  
Date Made Active in Reports: 01/29/2015  
Number of Days to Update: 176

Source: Department of Health & Human Services, Indian Health Service  
Telephone: 301-443-1452  
Last EDR Contact: 02/02/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Varies

## **Local Lists of Hazardous waste / Contaminated Sites**

### US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/19/2018  
Date Data Arrived at EDR: 01/24/2018  
Date Made Active in Reports: 02/09/2018  
Number of Days to Update: 16

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 02/27/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: No Update Planned

## HIST CAL-SITES: Calsites Database

The Calsites database contains potential or confirmed hazardous substance release properties. In 1996, California EPA reevaluated and significantly reduced the number of sites in the Calsites database. No longer updated by the state agency. It has been replaced by ENVIROSTOR.

Date of Government Version: 08/08/2005  
Date Data Arrived at EDR: 08/03/2006  
Date Made Active in Reports: 08/24/2006  
Number of Days to Update: 21

Source: Department of Toxic Substance Control  
Telephone: 916-323-3400  
Last EDR Contact: 02/23/2009  
Next Scheduled EDR Contact: 05/25/2009  
Data Release Frequency: No Update Planned

## SCH: School Property Evaluation Program

This category contains proposed and existing school sites that are being evaluated by DTSC for possible hazardous materials contamination. In some cases, these properties may be listed in the CalSites category depending on the level of threat to public health and safety or the environment they pose.

Date of Government Version: 01/30/2018  
Date Data Arrived at EDR: 01/31/2018  
Date Made Active in Reports: 03/19/2018  
Number of Days to Update: 47

Source: Department of Toxic Substances Control  
Telephone: 916-323-3400  
Last EDR Contact: 01/31/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Quarterly

## CDL: Clandestine Drug Labs

A listing of drug lab locations. Listing of a location in this database does not indicate that any illegal drug lab materials were or were not present there, and does not constitute a determination that the location either requires or does not require additional cleanup work.

Date of Government Version: 06/30/2017  
Date Data Arrived at EDR: 08/18/2017  
Date Made Active in Reports: 09/21/2017  
Number of Days to Update: 34

Source: Department of Toxic Substances Control  
Telephone: 916-255-6504  
Last EDR Contact: 02/22/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Varies

## TOXIC PITS: Toxic Pits Cleanup Act Sites

Toxic PITS Cleanup Act Sites. TOXIC PITS identifies sites suspected of containing hazardous substances where cleanup has not yet been completed.

Date of Government Version: 07/01/1995  
Date Data Arrived at EDR: 08/30/1995  
Date Made Active in Reports: 09/26/1995  
Number of Days to Update: 27

Source: State Water Resources Control Board  
Telephone: 916-227-4364  
Last EDR Contact: 01/26/2009  
Next Scheduled EDR Contact: 04/27/2009  
Data Release Frequency: No Update Planned

## US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 01/09/2018  
Date Data Arrived at EDR: 01/24/2018  
Date Made Active in Reports: 02/09/2018  
Number of Days to Update: 16

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 02/27/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## **Local Lists of Registered Storage Tanks**

### **SWEEPS UST: SWEEPS UST Listing**

Statewide Environmental Evaluation and Planning System. This underground storage tank listing was updated and maintained by a company contacted by the SWRCB in the early 1990's. The listing is no longer updated or maintained. The local agency is the contact for more information on a site on the SWEEPS list.

Date of Government Version: 06/01/1994	Source: State Water Resources Control Board
Date Data Arrived at EDR: 07/07/2005	Telephone: N/A
Date Made Active in Reports: 08/11/2005	Last EDR Contact: 06/03/2005
Number of Days to Update: 35	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

### **UST MENDOCINO: Mendocino County UST Database**

A listing of underground storage tank locations in Mendocino County.

Date of Government Version: 11/27/2017	Source: Department of Public Health
Date Data Arrived at EDR: 11/29/2017	Telephone: 707-463-4466
Date Made Active in Reports: 12/18/2017	Last EDR Contact: 02/22/2018
Number of Days to Update: 19	Next Scheduled EDR Contact: 06/11/2018
	Data Release Frequency: Annually

### **HIST UST: Hazardous Substance Storage Container Database**

The Hazardous Substance Storage Container Database is a historical listing of UST sites. Refer to local/county source for current data.

Date of Government Version: 10/15/1990	Source: State Water Resources Control Board
Date Data Arrived at EDR: 01/25/1991	Telephone: 916-341-5851
Date Made Active in Reports: 02/12/1991	Last EDR Contact: 07/26/2001
Number of Days to Update: 18	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

### **CA FID UST: Facility Inventory Database**

The Facility Inventory Database (FID) contains a historical listing of active and inactive underground storage tank locations from the State Water Resource Control Board. Refer to local/county source for current data.

Date of Government Version: 10/31/1994	Source: California Environmental Protection Agency
Date Data Arrived at EDR: 09/05/1995	Telephone: 916-341-5851
Date Made Active in Reports: 09/29/1995	Last EDR Contact: 12/28/1998
Number of Days to Update: 24	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

## **Local Land Records**

### **LIENS: Environmental Liens Listing**

A listing of property locations with environmental liens for California where DTSC is a lien holder.

Date of Government Version: 11/30/2017	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 12/01/2017	Telephone: 916-323-3400
Date Made Active in Reports: 01/11/2018	Last EDR Contact: 02/28/2018
Number of Days to Update: 41	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Varies

### **LIENS 2: CERCLA Lien Information**

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 12/11/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/22/2017	Telephone: 202-564-6023
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 02/06/2018
Number of Days to Update: 21	Next Scheduled EDR Contact: 05/21/2018
	Data Release Frequency: Semi-Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## DEED: Deed Restriction Listing

Site Mitigation and Brownfields Reuse Program Facility Sites with Deed Restrictions & Hazardous Waste Management Program Facility Sites with Deed / Land Use Restriction. The DTSC Site Mitigation and Brownfields Reuse Program (SMBRP) list includes sites cleaned up under the program's oversight and generally does not include current or former hazardous waste facilities that required a hazardous waste facility permit. The list represents deed restrictions that are active. Some sites have multiple deed restrictions. The DTSC Hazardous Waste Management Program (HWMP) has developed a list of current or former hazardous waste facilities that have a recorded land use restriction at the local county recorder's office. The land use restrictions on this list were required by the DTSC HWMP as a result of the presence of hazardous substances that remain on site after the facility (or part of the facility) has been closed or cleaned up. The types of land use restriction include deed notice, deed restriction, or a land use restriction that binds current and future owners.

Date of Government Version: 02/08/2018	Source: DTSC and SWRCB
Date Data Arrived at EDR: 02/08/2018	Telephone: 916-323-3400
Date Made Active in Reports: 02/08/2018	Last EDR Contact: 03/06/2018
Number of Days to Update: 0	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Semi-Annually

## **Records of Emergency Release Reports**

### HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 09/21/2017	Source: U.S. Department of Transportation
Date Data Arrived at EDR: 09/21/2017	Telephone: 202-366-4555
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/19/2018
Number of Days to Update: 22	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

### CHMIRS: California Hazardous Material Incident Report System

California Hazardous Material Incident Reporting System. CHMIRS contains information on reported hazardous material incidents (accidental releases or spills).

Date of Government Version: 05/09/2017	Source: Office of Emergency Services
Date Data Arrived at EDR: 07/26/2017	Telephone: 916-845-8400
Date Made Active in Reports: 09/21/2017	Last EDR Contact: 02/20/2018
Number of Days to Update: 57	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

### LDS: Land Disposal Sites Listing (GEOTRACKER)

Land Disposal sites (Landfills) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/11/2017	Source: State Water Quality Control Board
Date Data Arrived at EDR: 12/12/2017	Telephone: 866-480-1028
Date Made Active in Reports: 01/11/2018	Last EDR Contact: 12/12/2018
Number of Days to Update: 30	Next Scheduled EDR Contact: 06/25/2018
	Data Release Frequency: Quarterly

### MCS: Military Cleanup Sites Listing (GEOTRACKER)

Military sites (consisting of: Military UST sites; Military Privatized sites; and Military Cleanup sites [formerly known as DoD non UST]) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/11/2017	Source: State Water Resources Control Board
Date Data Arrived at EDR: 12/12/2017	Telephone: 866-480-1028
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 12/12/2018
Number of Days to Update: 31	Next Scheduled EDR Contact: 06/25/2018
	Data Release Frequency: Quarterly



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 06/06/2012	Source: FirstSearch
Date Data Arrived at EDR: 01/03/2013	Telephone: N/A
Date Made Active in Reports: 02/22/2013	Last EDR Contact: 01/03/2013
Number of Days to Update: 50	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

## Other Ascertainable Records

### RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 12/11/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/26/2017	Telephone: (415) 495-8895
Date Made Active in Reports: 02/09/2018	Last EDR Contact: 01/19/2018
Number of Days to Update: 45	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

### FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 01/31/2015	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 07/08/2015	Telephone: 202-528-4285
Date Made Active in Reports: 10/13/2015	Last EDR Contact: 02/21/2018
Number of Days to Update: 97	Next Scheduled EDR Contact: 06/04/2018
	Data Release Frequency: Varies

### DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005	Source: USGS
Date Data Arrived at EDR: 11/10/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 10/13/2017
Number of Days to Update: 62	Next Scheduled EDR Contact: 01/22/2018
	Data Release Frequency: Semi-Annually

### FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005	Source: U.S. Geological Survey
Date Data Arrived at EDR: 02/06/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 10/11/2017
Number of Days to Update: 339	Next Scheduled EDR Contact: 01/22/2018
	Data Release Frequency: N/A

### SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/01/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/03/2017	Telephone: 615-532-8599
Date Made Active in Reports: 04/07/2017	Last EDR Contact: 02/16/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/28/2018
	Data Release Frequency: Varies

## US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 01/11/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/19/2018	Telephone: 202-566-1917
Date Made Active in Reports: 03/02/2018	Last EDR Contact: 01/19/2018
Number of Days to Update: 42	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

## EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/21/2014	Telephone: 617-520-3000
Date Made Active in Reports: 06/17/2014	Last EDR Contact: 01/31/2018
Number of Days to Update: 88	Next Scheduled EDR Contact: 05/21/2018
	Data Release Frequency: Quarterly

## 2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 04/22/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/03/2015	Telephone: 703-308-4044
Date Made Active in Reports: 03/09/2015	Last EDR Contact: 02/08/2018
Number of Days to Update: 6	Next Scheduled EDR Contact: 05/21/2018
	Data Release Frequency: Varies

## TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016	Source: EPA
Date Data Arrived at EDR: 06/21/2017	Telephone: 202-260-5521
Date Made Active in Reports: 01/05/2018	Last EDR Contact: 12/22/2017
Number of Days to Update: 198	Next Scheduled EDR Contact: 04/02/2018
	Data Release Frequency: Every 4 Years

## TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2016  
Date Data Arrived at EDR: 01/10/2018  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 2

Source: EPA  
Telephone: 202-566-0250  
Last EDR Contact: 02/23/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Annually

## SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009  
Date Data Arrived at EDR: 12/10/2010  
Date Made Active in Reports: 02/25/2011  
Number of Days to Update: 77

Source: EPA  
Telephone: 202-564-4203  
Last EDR Contact: 01/25/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Annually

## ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 12/11/2017  
Date Data Arrived at EDR: 12/22/2017  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 21

Source: EPA  
Telephone: 703-416-0223  
Last EDR Contact: 03/09/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Annually

## RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 11/02/2017  
Date Data Arrived at EDR: 11/17/2017  
Date Made Active in Reports: 12/08/2017  
Number of Days to Update: 21

Source: Environmental Protection Agency  
Telephone: 202-564-8600  
Last EDR Contact: 01/19/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995  
Date Data Arrived at EDR: 07/03/1995  
Date Made Active in Reports: 08/07/1995  
Number of Days to Update: 35

Source: EPA  
Telephone: 202-564-4104  
Last EDR Contact: 06/02/2008  
Next Scheduled EDR Contact: 09/01/2008  
Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 10/17/2014	Telephone: 202-564-6023
Date Made Active in Reports: 10/20/2014	Last EDR Contact: 02/06/2018
Number of Days to Update: 3	Next Scheduled EDR Contact: 05/21/2018
	Data Release Frequency: Quarterly

## PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 06/01/2017	Source: EPA
Date Data Arrived at EDR: 06/09/2017	Telephone: 202-566-0500
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/12/2018
Number of Days to Update: 126	Next Scheduled EDR Contact: 04/23/2018
	Data Release Frequency: Annually

## ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/23/2016	Telephone: 202-564-2501
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 01/09/2018
Number of Days to Update: 79	Next Scheduled EDR Contact: 04/23/2018
	Data Release Frequency: Quarterly

## FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009	Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/18/2017
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/04/2017
	Data Release Frequency: Quarterly

## FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009	Source: EPA
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/18/2017
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/04/2017
	Data Release Frequency: Quarterly

## MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 08/30/2016	Source: Nuclear Regulatory Commission
Date Data Arrived at EDR: 09/08/2016	Telephone: 301-415-7169
Date Made Active in Reports: 10/21/2016	Last EDR Contact: 01/19/2018
Number of Days to Update: 43	Next Scheduled EDR Contact: 05/21/2018
	Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005	Source: Department of Energy
Date Data Arrived at EDR: 08/07/2009	Telephone: 202-586-8719
Date Made Active in Reports: 10/22/2009	Last EDR Contact: 03/09/2018
Number of Days to Update: 76	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Varies

## COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 07/01/2014	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/10/2014	Telephone: N/A
Date Made Active in Reports: 10/20/2014	Last EDR Contact: 03/06/2018
Number of Days to Update: 40	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Varies

## PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 05/24/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/30/2017	Telephone: 202-566-0517
Date Made Active in Reports: 12/15/2017	Last EDR Contact: 01/26/2018
Number of Days to Update: 15	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 10/02/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/05/2017	Telephone: 202-343-9775
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/04/2018
Number of Days to Update: 8	Next Scheduled EDR Contact: 04/16/2018
	Data Release Frequency: Quarterly

## HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2007
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/17/2008
	Data Release Frequency: No Update Planned

## HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/19/2006  
Date Data Arrived at EDR: 03/01/2007  
Date Made Active in Reports: 04/10/2007  
Number of Days to Update: 40

Source: Environmental Protection Agency  
Telephone: 202-564-2501  
Last EDR Contact: 12/17/2008  
Next Scheduled EDR Contact: 03/17/2008  
Data Release Frequency: No Update Planned

## DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/31/2012  
Date Data Arrived at EDR: 08/07/2012  
Date Made Active in Reports: 09/18/2012  
Number of Days to Update: 42

Source: Department of Transportation, Office of Pipeline Safety  
Telephone: 202-366-4595  
Last EDR Contact: 01/19/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Varies

## CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 09/30/2017  
Date Data Arrived at EDR: 11/10/2017  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 63

Source: Department of Justice, Consent Decree Library  
Telephone: Varies  
Last EDR Contact: 03/19/2018  
Next Scheduled EDR Contact: 07/02/2018  
Data Release Frequency: Varies

## BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2015  
Date Data Arrived at EDR: 02/22/2017  
Date Made Active in Reports: 09/28/2017  
Number of Days to Update: 218

Source: EPA/NTIS  
Telephone: 800-424-9346  
Last EDR Contact: 02/23/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Biennially

## INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014  
Date Data Arrived at EDR: 07/14/2015  
Date Made Active in Reports: 01/10/2017  
Number of Days to Update: 546

Source: USGS  
Telephone: 202-208-3710  
Last EDR Contact: 01/09/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Semi-Annually

## FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 12/23/2016  
Date Data Arrived at EDR: 12/27/2016  
Date Made Active in Reports: 02/17/2017  
Number of Days to Update: 52

Source: Department of Energy  
Telephone: 202-586-3559  
Last EDR Contact: 01/19/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Varies

## UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/23/2017  
Date Data Arrived at EDR: 10/11/2017  
Date Made Active in Reports: 11/03/2017  
Number of Days to Update: 23

Source: Department of Energy  
Telephone: 505-845-0011  
Last EDR Contact: 02/23/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 01/09/2018  
Date Data Arrived at EDR: 02/06/2018  
Date Made Active in Reports: 03/02/2018  
Number of Days to Update: 24

Source: Environmental Protection Agency  
Telephone: 703-603-8787  
Last EDR Contact: 02/06/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Varies

## LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001  
Date Data Arrived at EDR: 10/27/2010  
Date Made Active in Reports: 12/02/2010  
Number of Days to Update: 36

Source: American Journal of Public Health  
Telephone: 703-305-6451  
Last EDR Contact: 12/02/2009  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

## US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

## US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

## US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 10/29/2017  
Date Data Arrived at EDR: 11/28/2017  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 45

Source: Department of Labor, Mine Safety and Health Administration  
Telephone: 303-231-5959  
Last EDR Contact: 02/28/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: Semi-Annually

## US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/05/2005  
Date Data Arrived at EDR: 02/29/2008  
Date Made Active in Reports: 04/18/2008  
Number of Days to Update: 49

Source: USGS  
Telephone: 703-648-7709  
Last EDR Contact: 03/02/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: Varies

## US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011  
Date Data Arrived at EDR: 06/08/2011  
Date Made Active in Reports: 09/13/2011  
Number of Days to Update: 97

Source: USGS  
Telephone: 703-648-7709  
Last EDR Contact: 03/02/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: Varies

## ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 09/25/2017  
Date Data Arrived at EDR: 09/26/2017  
Date Made Active in Reports: 10/20/2017  
Number of Days to Update: 24

Source: Department of Interior  
Telephone: 202-208-2609  
Last EDR Contact: 03/07/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Quarterly

## FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 07/23/2017  
Date Data Arrived at EDR: 09/06/2017  
Date Made Active in Reports: 09/15/2017  
Number of Days to Update: 9

Source: EPA  
Telephone: (415) 947-8000  
Last EDR Contact: 02/23/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Quarterly

## UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 09/30/2016  
Date Data Arrived at EDR: 10/31/2017  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 73

Source: Department of Defense  
Telephone: 703-704-1564  
Last EDR Contact: 01/02/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Varies

## ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 01/13/2018  
Date Data Arrived at EDR: 01/19/2018  
Date Made Active in Reports: 03/02/2018  
Number of Days to Update: 42

Source: Environmental Protection Agency  
Telephone: 202-564-2280  
Last EDR Contact: 03/07/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Quarterly



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 06/27/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/21/2017	Telephone: 202-564-0527
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 03/02/2018
Number of Days to Update: 52	Next Scheduled EDR Contact: 06/11/2018
	Data Release Frequency: Varies

## FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 11/20/2017	Source: EPA
Date Data Arrived at EDR: 11/20/2017	Telephone: 800-385-6164
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 02/21/2018
Number of Days to Update: 53	Next Scheduled EDR Contact: 06/04/2018
	Data Release Frequency: Quarterly

## CA BOND EXP. PLAN: Bond Expenditure Plan

Department of Health Services developed a site-specific expenditure plan as the basis for an appropriation of Hazardous Substance Cleanup Bond Act funds. It is not updated.

Date of Government Version: 01/01/1989	Source: Department of Health Services
Date Data Arrived at EDR: 07/27/1994	Telephone: 916-255-2118
Date Made Active in Reports: 08/02/1994	Last EDR Contact: 05/31/1994
Number of Days to Update: 6	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

## CORTESE: "Cortese" Hazardous Waste & Substances Sites List

The sites for the list are designated by the State Water Resource Control Board (LUST), the Integrated Waste Board (SWF/LS), and the Department of Toxic Substances Control (Cal-Sites).

Date of Government Version: 02/08/2018	Source: CAL EPA/Office of Emergency Information
Date Data Arrived at EDR: 02/08/2018	Telephone: 916-323-3400
Date Made Active in Reports: 02/08/2018	Last EDR Contact: 02/08/2018
Number of Days to Update: 0	Next Scheduled EDR Contact: 04/09/2018
	Data Release Frequency: Quarterly

## DRYCLEANERS: Cleaner Facilities

A list of drycleaner related facilities that have EPA ID numbers. These are facilities with certain SIC codes: power laundries, family and commercial; garment pressing and cleaner's agents; linen supply; coin-operated laundries and cleaning; drycleaning plants, except rugs; carpet and upholster cleaning; industrial launderers; laundry and garment services.

Date of Government Version: 12/01/2017	Source: Department of Toxic Substance Control
Date Data Arrived at EDR: 02/02/2018	Telephone: 916-327-4498
Date Made Active in Reports: 03/16/2018	Last EDR Contact: 02/28/2018
Number of Days to Update: 42	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Annually

## EMI: Emissions Inventory Data

Toxics and criteria pollutant emissions data collected by the ARB and local air pollution agencies.

Date of Government Version: 12/31/2015	Source: California Air Resources Board
Date Data Arrived at EDR: 03/21/2017	Telephone: 916-322-2990
Date Made Active in Reports: 08/15/2017	Last EDR Contact: 12/22/2017
Number of Days to Update: 147	Next Scheduled EDR Contact: 04/02/2018
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ENF: Enforcement Action Listing

A listing of Water Board Enforcement Actions. Formal is everything except Oral/Verbal Communication, Notice of Violation, Expedited Payment Letter, and Staff Enforcement Letter.

Date of Government Version: 01/22/2018	Source: State Water Resources Control Board
Date Data Arrived at EDR: 01/24/2018	Telephone: 916-445-9379
Date Made Active in Reports: 03/19/2018	Last EDR Contact: 01/22/2018
Number of Days to Update: 54	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## Financial Assurance 1: Financial Assurance Information Listing

Financial Assurance information

Date of Government Version: 01/22/2018	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 01/24/2018	Telephone: 916-255-3628
Date Made Active in Reports: 03/20/2018	Last EDR Contact: 01/22/2018
Number of Days to Update: 55	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 11/14/2017	Source: California Integrated Waste Management Board
Date Data Arrived at EDR: 11/17/2017	Telephone: 916-341-6066
Date Made Active in Reports: 12/18/2017	Last EDR Contact: 02/08/2018
Number of Days to Update: 31	Next Scheduled EDR Contact: 05/28/2018
	Data Release Frequency: Varies

## HAZNET: Facility and Manifest Data

Facility and Manifest Data. The data is extracted from the copies of hazardous waste manifests received each year by the DTSC. The annual volume of manifests is typically 700,000 - 1,000,000 annually, representing approximately 350,000 - 500,000 shipments. Data are from the manifests submitted without correction, and therefore many contain some invalid values for data elements such as generator ID, TSD ID, waste category, and disposal method. This database begins with calendar year 1993.

Date of Government Version: 12/31/2016	Source: California Environmental Protection Agency
Date Data Arrived at EDR: 07/12/2017	Telephone: 916-255-1136
Date Made Active in Reports: 10/17/2017	Last EDR Contact: 01/08/2018
Number of Days to Update: 97	Next Scheduled EDR Contact: 04/23/2018
	Data Release Frequency: Annually

## ICE: ICE

Contains data pertaining to the Permitted Facilities with Inspections / Enforcements sites tracked in Envirositor.

Date of Government Version: 11/20/2017	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 11/20/2017	Telephone: 877-786-9427
Date Made Active in Reports: 12/27/2017	Last EDR Contact: 02/21/2018
Number of Days to Update: 37	Next Scheduled EDR Contact: 06/04/2018
	Data Release Frequency: Quarterly

## HIST CORTESE: Hazardous Waste & Substance Site List

The sites for the list are designated by the State Water Resource Control Board [LUST], the Integrated Waste Board [SWF/LS], and the Department of Toxic Substances Control [CALSITES]. This listing is no longer updated by the state agency.

Date of Government Version: 04/01/2001	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 01/22/2009	Telephone: 916-323-3400
Date Made Active in Reports: 04/08/2009	Last EDR Contact: 01/22/2009
Number of Days to Update: 76	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## HWP: EnviroStor Permitted Facilities Listing

Detailed information on permitted hazardous waste facilities and corrective action ("cleanups") tracked in EnviroStor.

Date of Government Version: 11/20/2017	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 11/20/2017	Telephone: 916-323-3400
Date Made Active in Reports: 12/27/2017	Last EDR Contact: 02/21/2018
Number of Days to Update: 37	Next Scheduled EDR Contact: 06/04/2018
	Data Release Frequency: Quarterly

## HWT: Registered Hazardous Waste Transporter Database

A listing of hazardous waste transporters. In California, unless specifically exempted, it is unlawful for any person to transport hazardous wastes unless the person holds a valid registration issued by DTSC. A hazardous waste transporter registration is valid for one year and is assigned a unique registration number.

Date of Government Version: 01/08/2018	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 01/09/2018	Telephone: 916-440-7145
Date Made Active in Reports: 02/06/2018	Last EDR Contact: 01/09/2018
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/23/2018
	Data Release Frequency: Quarterly

## MINES: Mines Site Location Listing

A listing of mine site locations from the Office of Mine Reclamation.

Date of Government Version: 12/11/2017	Source: Department of Conservation
Date Data Arrived at EDR: 12/12/2017	Telephone: 916-322-1080
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 03/14/2018
Number of Days to Update: 31	Next Scheduled EDR Contact: 06/25/2018
	Data Release Frequency: Quarterly

## MWMP: Medical Waste Management Program Listing

The Medical Waste Management Program (MWMP) ensures the proper handling and disposal of medical waste by permitting and inspecting medical waste Offsite Treatment Facilities (PDF) and Transfer Stations (PDF) throughout the state. MWMP also oversees all Medical Waste Transporters.

Date of Government Version: 11/29/2017	Source: Department of Public Health
Date Data Arrived at EDR: 12/05/2017	Telephone: 916-558-1784
Date Made Active in Reports: 01/16/2018	Last EDR Contact: 03/06/2018
Number of Days to Update: 42	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Varies

## NPDES: NPDES Permits Listing

A listing of NPDES permits, including stormwater.

Date of Government Version: 02/14/2018	Source: State Water Resources Control Board
Date Data Arrived at EDR: 02/14/2018	Telephone: 916-445-9379
Date Made Active in Reports: 03/15/2018	Last EDR Contact: 03/14/2018
Number of Days to Update: 29	Next Scheduled EDR Contact: 05/28/2018
	Data Release Frequency: Quarterly

## PEST LIC: Pesticide Regulation Licenses Listing

A listing of licenses and certificates issued by the Department of Pesticide Regulation. The DPR issues licenses and/or certificates to: Persons and businesses that apply or sell pesticides; Pest control dealers and brokers; Persons who advise on agricultural pesticide applications.

Date of Government Version: 12/04/2017	Source: Department of Pesticide Regulation
Date Data Arrived at EDR: 12/05/2017	Telephone: 916-445-4038
Date Made Active in Reports: 01/16/2018	Last EDR Contact: 03/05/2018
Number of Days to Update: 42	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## PROC: Certified Processors Database

A listing of certified processors.

Date of Government Version: 12/11/2017  
Date Data Arrived at EDR: 12/12/2017  
Date Made Active in Reports: 01/16/2018  
Number of Days to Update: 35

Source: Department of Conservation  
Telephone: 916-323-3836  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Quarterly

## NOTIFY 65: Proposition 65 Records

Listings of all Proposition 65 incidents reported to counties by the State Water Resources Control Board and the Regional Water Quality Control Board. This database is no longer updated by the reporting agency.

Date of Government Version: 12/14/2017  
Date Data Arrived at EDR: 12/15/2017  
Date Made Active in Reports: 01/16/2018  
Number of Days to Update: 32

Source: State Water Resources Control Board  
Telephone: 916-445-3846  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 07/02/2018  
Data Release Frequency: No Update Planned

## UIC: UIC Listing

A listing of wells identified as underground injection wells, in the California Oil and Gas Wells database.

Date of Government Version: 12/11/2017  
Date Data Arrived at EDR: 12/12/2017  
Date Made Active in Reports: 01/17/2018  
Number of Days to Update: 36

Source: Department of Conservation  
Telephone: 916-445-2408  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Varies

## WASTEWATER PITS: Oil Wastewater Pits Listing

Water officials discovered that oil producers have been dumping chemical-laden wastewater into hundreds of unlined pits that are operating without proper permits. Inspections completed by the Central Valley Regional Water Quality Control Board revealed the existence of previously unidentified waste sites. The water board's review found that more than one-third of the region's active disposal pits are operating without permission.

Date of Government Version: 04/15/2015  
Date Data Arrived at EDR: 04/17/2015  
Date Made Active in Reports: 06/23/2015  
Number of Days to Update: 67

Source: RWQCB, Central Valley Region  
Telephone: 559-445-5577  
Last EDR Contact: 01/12/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Varies

## WDS: Waste Discharge System

Sites which have been issued waste discharge requirements.

Date of Government Version: 06/19/2007  
Date Data Arrived at EDR: 06/20/2007  
Date Made Active in Reports: 06/29/2007  
Number of Days to Update: 9

Source: State Water Resources Control Board  
Telephone: 916-341-5227  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Quarterly

## WIP: Well Investigation Program Case List

Well Investigation Program case in the San Gabriel and San Fernando Valley area.

Date of Government Version: 07/03/2009  
Date Data Arrived at EDR: 07/21/2009  
Date Made Active in Reports: 08/03/2009  
Number of Days to Update: 13

Source: Los Angeles Water Quality Control Board  
Telephone: 213-576-6726  
Last EDR Contact: 12/19/2017  
Next Scheduled EDR Contact: 04/09/2018  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## EDR HIGH RISK HISTORICAL RECORDS

### ***EDR Exclusive Records***

#### EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

#### EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

#### EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

## EDR RECOVERED GOVERNMENT ARCHIVES

### ***Exclusive Recovered Govt. Archives***

#### RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Resources Recycling and Recovery in California.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 01/13/2014  
Number of Days to Update: 196

Source: Department of Resources Recycling and Recovery  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

## RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the State Water Resources Control Board in California.

Date of Government Version: N/A  
Date Data Arrived at EDR: 07/01/2013  
Date Made Active in Reports: 12/30/2013  
Number of Days to Update: 182

Source: State Water Resources Control Board  
Telephone: N/A  
Last EDR Contact: 06/01/2012  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: Varies

## COUNTY RECORDS

### ALAMEDA COUNTY:

#### Contaminated Sites

A listing of contaminated sites overseen by the Toxic Release Program (oil and groundwater contamination from chemical releases and spills) and the Leaking Underground Storage Tank Program (soil and ground water contamination from leaking petroleum USTs).

Date of Government Version: 01/09/2018  
Date Data Arrived at EDR: 01/11/2018  
Date Made Active in Reports: 02/22/2018  
Number of Days to Update: 42

Source: Alameda County Environmental Health Services  
Telephone: 510-567-6700  
Last EDR Contact: 01/04/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Semi-Annually

#### Underground Tanks

Underground storage tank sites located in Alameda county.

Date of Government Version: 10/11/2017  
Date Data Arrived at EDR: 10/12/2017  
Date Made Active in Reports: 11/08/2017  
Number of Days to Update: 27

Source: Alameda County Environmental Health Services  
Telephone: 510-567-6700  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 04/24/2047  
Data Release Frequency: Semi-Annually

### AMADOR COUNTY:

#### CUPA Facility List

Cupa Facility List

Date of Government Version: 03/01/2018  
Date Data Arrived at EDR: 03/05/2018  
Date Made Active in Reports: 03/15/2018  
Number of Days to Update: 10

Source: Amador County Environmental Health  
Telephone: 209-223-6439  
Last EDR Contact: 02/28/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Varies

### BUTTE COUNTY:

#### CUPA Facility Listing

Cupa facility list.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/21/2017  
Date Data Arrived at EDR: 04/25/2017  
Date Made Active in Reports: 08/09/2017  
Number of Days to Update: 106

Source: Public Health Department  
Telephone: 530-538-7149  
Last EDR Contact: 01/04/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: No Update Planned

## CALVERAS COUNTY:

### CUPA Facility Listing Cupa Facility Listing

Date of Government Version: 01/25/2018  
Date Data Arrived at EDR: 01/26/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 47

Source: Calveras County Environmental Health  
Telephone: 209-754-6399  
Last EDR Contact: 12/20/2017  
Next Scheduled EDR Contact: 10/09/2017  
Data Release Frequency: Quarterly

## COLUSA COUNTY:

### CUPA Facility List Cupa facility list.

Date of Government Version: 02/26/2018  
Date Data Arrived at EDR: 03/01/2018  
Date Made Active in Reports: 03/15/2018  
Number of Days to Update: 14

Source: Health & Human Services  
Telephone: 530-458-0396  
Last EDR Contact: 02/14/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Semi-Annually

## CONTRA COSTA COUNTY:

### Site List

List includes sites from the underground tank, hazardous waste generator and business plan/2185 programs.

Date of Government Version: 11/20/2017  
Date Data Arrived at EDR: 11/29/2017  
Date Made Active in Reports: 01/19/2018  
Number of Days to Update: 51

Source: Contra Costa Health Services Department  
Telephone: 925-646-2286  
Last EDR Contact: 01/29/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Semi-Annually

## DEL NORTE COUNTY:

### CUPA Facility List Cupa Facility list

Date of Government Version: 01/05/2018  
Date Data Arrived at EDR: 02/02/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 40

Source: Del Norte County Environmental Health Division  
Telephone: 707-465-0426  
Last EDR Contact: 01/29/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Varies

## EL DORADO COUNTY:

### CUPA Facility List CUPA facility list.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/04/2017  
Date Data Arrived at EDR: 12/06/2017  
Date Made Active in Reports: 12/27/2017  
Number of Days to Update: 21

Source: El Dorado County Environmental Management Department  
Telephone: 530-621-6623  
Last EDR Contact: 01/29/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Varies

## FRESNO COUNTY:

### CUPA Resources List

Certified Unified Program Agency. CUPA's are responsible for implementing a unified hazardous materials and hazardous waste management regulatory program. The agency provides oversight of businesses that deal with hazardous materials, operate underground storage tanks or aboveground storage tanks.

Date of Government Version: 03/01/2018  
Date Data Arrived at EDR: 03/05/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 9

Source: Dept. of Community Health  
Telephone: 559-445-3271  
Last EDR Contact: 02/22/2018  
Next Scheduled EDR Contact: 04/16/2018  
Data Release Frequency: Semi-Annually

## GLENN COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 01/22/2018  
Date Data Arrived at EDR: 01/24/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 49

Source: Glenn County Air Pollution Control District  
Telephone: 830-934-6500  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## HUMBOLDT COUNTY:

### CUPA Facility List

CUPA facility list.

Date of Government Version: 08/03/2017  
Date Data Arrived at EDR: 08/08/2017  
Date Made Active in Reports: 10/16/2017  
Number of Days to Update: 69

Source: Humboldt County Environmental Health  
Telephone: N/A  
Last EDR Contact: 02/05/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Semi-Annually

## IMPERIAL COUNTY:

### CUPA Facility List

Cupa facility list.

Date of Government Version: 01/22/2018  
Date Data Arrived at EDR: 01/26/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 47

Source: San Diego Border Field Office  
Telephone: 760-339-2777  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## INYO COUNTY:



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## CUPA Facility List

Cupa facility list.

Date of Government Version: 06/08/2017  
Date Data Arrived at EDR: 06/09/2017  
Date Made Active in Reports: 08/04/2017  
Number of Days to Update: 56

Source: Inyo County Environmental Health Services  
Telephone: 760-878-0238  
Last EDR Contact: 02/14/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## KERN COUNTY:

### Underground Storage Tank Sites & Tank Listing Kern County Sites and Tanks Listing.

Date of Government Version: 11/02/2017  
Date Data Arrived at EDR: 11/07/2017  
Date Made Active in Reports: 12/20/2017  
Number of Days to Update: 43

Source: Kern County Environment Health Services Department  
Telephone: 661-862-8700  
Last EDR Contact: 02/01/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Quarterly

## KINGS COUNTY:

### CUPA Facility List

A listing of sites included in the county's Certified Unified Program Agency database. California's Secretary for Environmental Protection established the unified hazardous materials and hazardous waste regulatory program as required by chapter 6.11 of the California Health and Safety Code. The Unified Program consolidates the administration, permits, inspections, and enforcement activities.

Date of Government Version: 11/14/2017  
Date Data Arrived at EDR: 11/17/2017  
Date Made Active in Reports: 12/15/2017  
Number of Days to Update: 38

Source: Kings County Department of Public Health  
Telephone: 559-584-1411  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## LAKE COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 02/06/2018  
Date Data Arrived at EDR: 02/09/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 33

Source: Lake County Environmental Health  
Telephone: 707-263-1164  
Last EDR Contact: 01/16/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Varies

## LASSEN COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 01/22/2018  
Date Data Arrived at EDR: 01/24/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 49

Source: Lassen County Environmental Health  
Telephone: 530-251-8528  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## LOS ANGELES COUNTY:

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## San Gabriel Valley Areas of Concern

San Gabriel Valley areas where VOC contamination is at or above the MCL as designated by region 9 EPA office.

Date of Government Version: 03/30/2009  
Date Data Arrived at EDR: 03/31/2009  
Date Made Active in Reports: 10/23/2009  
Number of Days to Update: 206

Source: EPA Region 9  
Telephone: 415-972-3178  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 07/02/2018  
Data Release Frequency: No Update Planned

## HMS: Street Number List

Industrial Waste and Underground Storage Tank Sites.

Date of Government Version: 01/16/2018  
Date Data Arrived at EDR: 01/23/2018  
Date Made Active in Reports: 03/20/2018  
Number of Days to Update: 56

Source: Department of Public Works  
Telephone: 626-458-3517  
Last EDR Contact: 01/04/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Semi-Annually

## List of Solid Waste Facilities

Solid Waste Facilities in Los Angeles County.

Date of Government Version: 01/16/2018  
Date Data Arrived at EDR: 01/16/2018  
Date Made Active in Reports: 02/14/2018  
Number of Days to Update: 29

Source: La County Department of Public Works  
Telephone: 818-458-5185  
Last EDR Contact: 01/16/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Varies

## City of Los Angeles Landfills

Landfills owned and maintained by the City of Los Angeles.

Date of Government Version: 01/01/2017  
Date Data Arrived at EDR: 04/21/2017  
Date Made Active in Reports: 10/09/2017  
Number of Days to Update: 171

Source: Engineering & Construction Division  
Telephone: 213-473-7869  
Last EDR Contact: 01/10/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Varies

## Site Mitigation List

Industrial sites that have had some sort of spill or complaint.

Date of Government Version: 01/01/2018  
Date Data Arrived at EDR: 01/17/2018  
Date Made Active in Reports: 02/14/2018  
Number of Days to Update: 28

Source: Community Health Services  
Telephone: 323-890-7806  
Last EDR Contact: 01/17/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Annually

## City of El Segundo Underground Storage Tank

Underground storage tank sites located in El Segundo city.

Date of Government Version: 01/21/2017  
Date Data Arrived at EDR: 04/19/2017  
Date Made Active in Reports: 05/10/2017  
Number of Days to Update: 21

Source: City of El Segundo Fire Department  
Telephone: 310-524-2236  
Last EDR Contact: 01/10/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Semi-Annually

## City of Long Beach Underground Storage Tank

Underground storage tank sites located in the city of Long Beach.

Date of Government Version: 03/09/2017  
Date Data Arrived at EDR: 03/10/2017  
Date Made Active in Reports: 05/03/2017  
Number of Days to Update: 54

Source: City of Long Beach Fire Department  
Telephone: 562-570-2563  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## City of Torrance Underground Storage Tank

Underground storage tank sites located in the city of Torrance.

Date of Government Version: 01/04/2018  
Date Data Arrived at EDR: 01/05/2018  
Date Made Active in Reports: 01/18/2018  
Number of Days to Update: 13

Source: City of Torrance Fire Department  
Telephone: 310-618-2973  
Last EDR Contact: 01/04/2018  
Next Scheduled EDR Contact: 04/23/2018  
Data Release Frequency: Semi-Annually

## MADERA COUNTY:

### CUPA Facility List

A listing of sites included in the county's Certified Unified Program Agency database. California's Secretary for Environmental Protection established the unified hazardous materials and hazardous waste regulatory program as required by chapter 6.11 of the California Health and Safety Code. The Unified Program consolidates the administration, permits, inspections, and enforcement activities.

Date of Government Version: 10/26/2017  
Date Data Arrived at EDR: 10/27/2017  
Date Made Active in Reports: 11/06/2017  
Number of Days to Update: 10

Source: Madera County Environmental Health  
Telephone: 559-675-7823  
Last EDR Contact: 02/14/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## MARIN COUNTY:

### Underground Storage Tank Sites

Currently permitted USTs in Marin County.

Date of Government Version: 01/02/2018  
Date Data Arrived at EDR: 01/05/2018  
Date Made Active in Reports: 01/17/2018  
Number of Days to Update: 12

Source: Public Works Department Waste Management  
Telephone: 415-473-6647  
Last EDR Contact: 01/02/2018  
Next Scheduled EDR Contact: 04/16/2018  
Data Release Frequency: Semi-Annually

## MERCED COUNTY:

### CUPA Facility List

CUPA facility list.

Date of Government Version: 01/11/2018  
Date Data Arrived at EDR: 01/12/2018  
Date Made Active in Reports: 02/08/2018  
Number of Days to Update: 27

Source: Merced County Environmental Health  
Telephone: 209-381-1094  
Last EDR Contact: 02/14/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## MONO COUNTY:

### CUPA Facility List

CUPA Facility List

Date of Government Version: 02/22/2018  
Date Data Arrived at EDR: 02/27/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 15

Source: Mono County Health Department  
Telephone: 760-932-5580  
Last EDR Contact: 02/22/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: Varies

## MONTEREY COUNTY:

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## CUPA Facility Listing

CUPA Program listing from the Environmental Health Division.

Date of Government Version: 01/09/2018  
Date Data Arrived at EDR: 01/11/2018  
Date Made Active in Reports: 01/31/2018  
Number of Days to Update: 20

Source: Monterey County Health Department  
Telephone: 831-796-1297  
Last EDR Contact: 02/20/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## NAPA COUNTY:

### Sites With Reported Contamination

A listing of leaking underground storage tank sites located in Napa county.

Date of Government Version: 01/09/2017  
Date Data Arrived at EDR: 01/11/2017  
Date Made Active in Reports: 03/02/2017  
Number of Days to Update: 50

Source: Napa County Department of Environmental Management  
Telephone: 707-253-4269  
Last EDR Contact: 02/22/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: No Update Planned

### Closed and Operating Underground Storage Tank Sites

Underground storage tank sites located in Napa county.

Date of Government Version: 11/22/2017  
Date Data Arrived at EDR: 11/27/2017  
Date Made Active in Reports: 12/19/2017  
Number of Days to Update: 22

Source: Napa County Department of Environmental Management  
Telephone: 707-253-4269  
Last EDR Contact: 02/22/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: No Update Planned

## NEVADA COUNTY:

### CUPA Facility List

CUPA facility list.

Date of Government Version: 01/31/2018  
Date Data Arrived at EDR: 02/01/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 41

Source: Community Development Agency  
Telephone: 530-265-1467  
Last EDR Contact: 01/29/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Varies

## ORANGE COUNTY:

### List of Industrial Site Cleanups

Petroleum and non-petroleum spills.

Date of Government Version: 11/02/2017  
Date Data Arrived at EDR: 11/09/2017  
Date Made Active in Reports: 12/07/2017  
Number of Days to Update: 28

Source: Health Care Agency  
Telephone: 714-834-3446  
Last EDR Contact: 02/05/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Annually

### List of Underground Storage Tank Cleanups

Orange County Underground Storage Tank Cleanups (LUST).

Date of Government Version: 02/05/2018  
Date Data Arrived at EDR: 02/13/2018  
Date Made Active in Reports: 03/20/2018  
Number of Days to Update: 35

Source: Health Care Agency  
Telephone: 714-834-3446  
Last EDR Contact: 02/05/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## List of Underground Storage Tank Facilities

Orange County Underground Storage Tank Facilities (UST).

Date of Government Version: 11/02/2017	Source: Health Care Agency
Date Data Arrived at EDR: 11/07/2017	Telephone: 714-834-3446
Date Made Active in Reports: 12/19/2017	Last EDR Contact: 02/07/2018
Number of Days to Update: 42	Next Scheduled EDR Contact: 05/21/2018
	Data Release Frequency: Quarterly

## PLACER COUNTY:

### Master List of Facilities

List includes aboveground tanks, underground tanks and cleanup sites.

Date of Government Version: 12/08/2017	Source: Placer County Health and Human Services
Date Data Arrived at EDR: 12/12/2017	Telephone: 530-745-2363
Date Made Active in Reports: 01/31/2018	Last EDR Contact: 03/15/2018
Number of Days to Update: 50	Next Scheduled EDR Contact: 06/18/2018
	Data Release Frequency: Semi-Annually

## PLUMAS COUNTY:

### CUPA Facility List

Plumas County CUPA Program facilities.

Date of Government Version: 01/22/2018	Source: Plumas County Environmental Health
Date Data Arrived at EDR: 01/24/2018	Telephone: 530-283-6355
Date Made Active in Reports: 03/15/2018	Last EDR Contact: 01/22/2018
Number of Days to Update: 50	Next Scheduled EDR Contact: 05/07/2018
	Data Release Frequency: Varies

## RIVERSIDE COUNTY:

### Listing of Underground Tank Cleanup Sites

Riverside County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 01/18/2018	Source: Department of Environmental Health
Date Data Arrived at EDR: 01/23/2018	Telephone: 951-358-5055
Date Made Active in Reports: 03/20/2018	Last EDR Contact: 03/19/2018
Number of Days to Update: 56	Next Scheduled EDR Contact: 07/02/2018
	Data Release Frequency: Quarterly

### Underground Storage Tank Tank List

Underground storage tank sites located in Riverside county.

Date of Government Version: 10/12/2017	Source: Department of Environmental Health
Date Data Arrived at EDR: 10/12/2017	Telephone: 951-358-5055
Date Made Active in Reports: 11/08/2017	Last EDR Contact: 03/19/2018
Number of Days to Update: 27	Next Scheduled EDR Contact: 07/02/2018
	Data Release Frequency: Quarterly

## SACRAMENTO COUNTY:

### Toxic Site Clean-Up List

List of sites where unauthorized releases of potentially hazardous materials have occurred.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 11/02/2017  
Date Data Arrived at EDR: 01/03/2018  
Date Made Active in Reports: 02/05/2018  
Number of Days to Update: 33

Source: Sacramento County Environmental Management  
Telephone: 916-875-8406  
Last EDR Contact: 01/03/2018  
Next Scheduled EDR Contact: 04/16/2018  
Data Release Frequency: Quarterly

## Master Hazardous Materials Facility List

Any business that has hazardous materials on site - hazardous material storage sites, underground storage tanks, waste generators.

Date of Government Version: 11/02/2017  
Date Data Arrived at EDR: 01/03/2018  
Date Made Active in Reports: 02/14/2018  
Number of Days to Update: 42

Source: Sacramento County Environmental Management  
Telephone: 916-875-8406  
Last EDR Contact: 01/03/2018  
Next Scheduled EDR Contact: 04/16/2018  
Data Release Frequency: Quarterly

## SAN BENITO COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 11/01/2017  
Date Data Arrived at EDR: 11/03/2017  
Date Made Active in Reports: 11/17/2017  
Number of Days to Update: 14

Source: San Benito County Environmental Health  
Telephone: N/A  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Varies

## SAN BERNARDINO COUNTY:

### Hazardous Material Permits

This listing includes underground storage tanks, medical waste handlers/generators, hazardous materials handlers, hazardous waste generators, and waste oil generators/handlers.

Date of Government Version: 11/30/2017  
Date Data Arrived at EDR: 12/01/2017  
Date Made Active in Reports: 01/16/2018  
Number of Days to Update: 46

Source: San Bernardino County Fire Department Hazardous Materials Division  
Telephone: 909-387-3041  
Last EDR Contact: 02/05/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Quarterly

## SAN DIEGO COUNTY:

### Hazardous Materials Management Division Database

The database includes: HE58 - This report contains the business name, site address, business phone number, establishment 'H' permit number, type of permit, and the business status. HE17 - In addition to providing the same information provided in the HE58 listing, HE17 provides inspection dates, violations received by the establishment, hazardous waste generated, the quantity, method of storage, treatment/disposal of waste and the hauler, and information on underground storage tanks. Unauthorized Release List - Includes a summary of environmental contamination cases in San Diego County (underground tank cases, non-tank cases, groundwater contamination, and soil contamination are included.)

Date of Government Version: 12/04/2017  
Date Data Arrived at EDR: 12/05/2017  
Date Made Active in Reports: 01/11/2018  
Number of Days to Update: 37

Source: Hazardous Materials Management Division  
Telephone: 619-338-2268  
Last EDR Contact: 03/07/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## Solid Waste Facilities

San Diego County Solid Waste Facilities.

Date of Government Version: 10/31/2015  
Date Data Arrived at EDR: 11/07/2015  
Date Made Active in Reports: 01/04/2016  
Number of Days to Update: 58

Source: Department of Health Services  
Telephone: 619-338-2209  
Last EDR Contact: 02/01/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## Environmental Case Listing

The listing contains all underground tank release cases and projects pertaining to properties contaminated with hazardous substances that are actively under review by the Site Assessment and Mitigation Program.

Date of Government Version: 03/23/2010  
Date Data Arrived at EDR: 06/15/2010  
Date Made Active in Reports: 07/09/2010  
Number of Days to Update: 24

Source: San Diego County Department of Environmental Health  
Telephone: 619-338-2371  
Last EDR Contact: 02/28/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: No Update Planned

## SAN FRANCISCO COUNTY:

### Local Oversight Facilities

A listing of leaking underground storage tank sites located in San Francisco county.

Date of Government Version: 09/19/2008  
Date Data Arrived at EDR: 09/19/2008  
Date Made Active in Reports: 09/29/2008  
Number of Days to Update: 10

Source: Department Of Public Health San Francisco County  
Telephone: 415-252-3920  
Last EDR Contact: 02/01/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Quarterly

### Underground Storage Tank Information

Underground storage tank sites located in San Francisco county.

Date of Government Version: 11/02/2017  
Date Data Arrived at EDR: 11/07/2017  
Date Made Active in Reports: 12/19/2017  
Number of Days to Update: 42

Source: Department of Public Health  
Telephone: 415-252-3920  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Quarterly

## SAN JOAQUIN COUNTY:

### San Joaquin Co. UST

A listing of underground storage tank locations in San Joaquin county.

Date of Government Version: 12/20/2017  
Date Data Arrived at EDR: 12/21/2017  
Date Made Active in Reports: 02/01/2018  
Number of Days to Update: 42

Source: Environmental Health Department  
Telephone: N/A  
Last EDR Contact: 03/14/2018  
Next Scheduled EDR Contact: 07/02/2018  
Data Release Frequency: Semi-Annually

## SAN LUIS OBISPO COUNTY:

### CUPA Facility List

Cupa Facility List.

Date of Government Version: 11/16/2017  
Date Data Arrived at EDR: 11/17/2017  
Date Made Active in Reports: 12/18/2017  
Number of Days to Update: 31

Source: San Luis Obispo County Public Health Department  
Telephone: 805-781-5596  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## SAN MATEO COUNTY:

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## Business Inventory

List includes Hazardous Materials Business Plan, hazardous waste generators, and underground storage tanks.

Date of Government Version: 12/12/2017  
Date Data Arrived at EDR: 12/14/2017  
Date Made Active in Reports: 01/11/2018  
Number of Days to Update: 28

Source: San Mateo County Environmental Health Services Division  
Telephone: 650-363-1921  
Last EDR Contact: 03/07/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Annually

## Fuel Leak List

A listing of leaking underground storage tank sites located in San Mateo county.

Date of Government Version: 12/12/2017  
Date Data Arrived at EDR: 12/14/2017  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 29

Source: San Mateo County Environmental Health Services Division  
Telephone: 650-363-1921  
Last EDR Contact: 03/07/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Semi-Annually

## SANTA BARBARA COUNTY:

### CUPA Facility Listing

CUPA Program Listing from the Environmental Health Services division.

Date of Government Version: 09/08/2011  
Date Data Arrived at EDR: 09/09/2011  
Date Made Active in Reports: 10/07/2011  
Number of Days to Update: 28

Source: Santa Barbara County Public Health Department  
Telephone: 805-686-8167  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## SANTA CLARA COUNTY:

### Cupa Facility List

Cupa facility list

Date of Government Version: 02/20/2018  
Date Data Arrived at EDR: 02/20/2018  
Date Made Active in Reports: 03/19/2018  
Number of Days to Update: 27

Source: Department of Environmental Health  
Telephone: 408-918-1973  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

### HIST LUST - Fuel Leak Site Activity Report

A listing of open and closed leaking underground storage tanks. This listing is no longer updated by the county. Leaking underground storage tanks are now handled by the Department of Environmental Health.

Date of Government Version: 03/29/2005  
Date Data Arrived at EDR: 03/30/2005  
Date Made Active in Reports: 04/21/2005  
Number of Days to Update: 22

Source: Santa Clara Valley Water District  
Telephone: 408-265-2600  
Last EDR Contact: 03/23/2009  
Next Scheduled EDR Contact: 06/22/2009  
Data Release Frequency: No Update Planned

### LOP Listing

A listing of leaking underground storage tanks located in Santa Clara county.

Date of Government Version: 03/03/2014  
Date Data Arrived at EDR: 03/05/2014  
Date Made Active in Reports: 03/18/2014  
Number of Days to Update: 13

Source: Department of Environmental Health  
Telephone: 408-918-3417  
Last EDR Contact: 02/22/2018  
Next Scheduled EDR Contact: 06/11/2018  
Data Release Frequency: Annually



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## Hazardous Material Facilities

Hazardous material facilities, including underground storage tank sites.

Date of Government Version: 02/04/2018  
Date Data Arrived at EDR: 02/06/2018  
Date Made Active in Reports: 03/20/2018  
Number of Days to Update: 42

Source: City of San Jose Fire Department  
Telephone: 408-535-7694  
Last EDR Contact: 02/01/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Annually

## SANTA CRUZ COUNTY:

### CUPA Facility List

CUPA facility listing.

Date of Government Version: 01/21/2017  
Date Data Arrived at EDR: 02/22/2017  
Date Made Active in Reports: 05/23/2017  
Number of Days to Update: 90

Source: Santa Cruz County Environmental Health  
Telephone: 831-464-2761  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## SHASTA COUNTY:

### CUPA Facility List

Cupa Facility List.

Date of Government Version: 06/15/2017  
Date Data Arrived at EDR: 06/19/2017  
Date Made Active in Reports: 08/09/2017  
Number of Days to Update: 51

Source: Shasta County Department of Resource Management  
Telephone: 530-225-5789  
Last EDR Contact: 02/15/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Varies

## SOLANO COUNTY:

### Leaking Underground Storage Tanks

A listing of leaking underground storage tank sites located in Solano county.

Date of Government Version: 12/14/2017  
Date Data Arrived at EDR: 12/15/2017  
Date Made Active in Reports: 01/12/2018  
Number of Days to Update: 28

Source: Solano County Department of Environmental Management  
Telephone: 707-784-6770  
Last EDR Contact: 02/28/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Quarterly

### Underground Storage Tanks

Underground storage tank sites located in Solano county.

Date of Government Version: 12/14/2017  
Date Data Arrived at EDR: 12/15/2017  
Date Made Active in Reports: 01/18/2018  
Number of Days to Update: 34

Source: Solano County Department of Environmental Management  
Telephone: 707-784-6770  
Last EDR Contact: 02/28/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Quarterly

## SONOMA COUNTY:

### Cupa Facility List

Cupa Facility list

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/20/2017  
Date Data Arrived at EDR: 12/21/2017  
Date Made Active in Reports: 01/31/2018  
Number of Days to Update: 41

Source: County of Sonoma Fire & Emergency Services Department  
Telephone: 707-565-1174  
Last EDR Contact: 12/19/2017  
Next Scheduled EDR Contact: 04/09/2018  
Data Release Frequency: Varies

## Leaking Underground Storage Tank Sites

A listing of leaking underground storage tank sites located in Sonoma county.

Date of Government Version: 01/04/2018  
Date Data Arrived at EDR: 01/09/2018  
Date Made Active in Reports: 02/06/2018  
Number of Days to Update: 28

Source: Department of Health Services  
Telephone: 707-565-6565  
Last EDR Contact: 01/04/2018  
Next Scheduled EDR Contact: 04/09/2018  
Data Release Frequency: Quarterly

## STANISLAUS COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 02/06/2018  
Date Data Arrived at EDR: 02/07/2018  
Date Made Active in Reports: 03/16/2018  
Number of Days to Update: 37

Source: Stanislaus County Department of Environmental Protection  
Telephone: 209-525-6751  
Last EDR Contact: 01/16/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Varies

## SUTTER COUNTY:

### Underground Storage Tanks

Underground storage tank sites located in Sutter county.

Date of Government Version: 12/01/2017  
Date Data Arrived at EDR: 12/04/2017  
Date Made Active in Reports: 12/19/2017  
Number of Days to Update: 15

Source: Sutter County Department of Agriculture  
Telephone: 530-822-7500  
Last EDR Contact: 02/28/2018  
Next Scheduled EDR Contact: 06/18/2018  
Data Release Frequency: Semi-Annually

## TEHAMA COUNTY:

### CUPA Facility List

Cupa facilities

Date of Government Version: 11/16/2017  
Date Data Arrived at EDR: 11/17/2017  
Date Made Active in Reports: 12/18/2017  
Number of Days to Update: 31

Source: Tehama County Department of Environmental Health  
Telephone: 530-527-8020  
Last EDR Contact: 02/01/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Varies

## TRINITY COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 01/22/2018  
Date Data Arrived at EDR: 01/25/2018  
Date Made Active in Reports: 03/19/2018  
Number of Days to Update: 53

Source: Department of Toxic Substances Control  
Telephone: 760-352-0381  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## TULARE COUNTY:

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## CUPA Facility List

Cupa program facilities

Date of Government Version: 09/27/2017  
Date Data Arrived at EDR: 09/28/2017  
Date Made Active in Reports: 10/16/2017  
Number of Days to Update: 18

Source: Tulare County Environmental Health Services Division  
Telephone: 559-624-7400  
Last EDR Contact: 03/06/2018  
Next Scheduled EDR Contact: 05/21/2018  
Data Release Frequency: Varies

## TUOLUMNE COUNTY:

### CUPA Facility List

Cupa facility list

Date of Government Version: 01/22/2018  
Date Data Arrived at EDR: 01/25/2018  
Date Made Active in Reports: 03/16/2018  
Number of Days to Update: 50

Source: Divison of Environmental Health  
Telephone: 209-533-5633  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Varies

## VENTURA COUNTY:

### Business Plan, Hazardous Waste Producers, and Operating Underground Tanks

The BWT list indicates by site address whether the Environmental Health Division has Business Plan (B), Waste Producer (W), and/or Underground Tank (T) information.

Date of Government Version: 12/26/2017  
Date Data Arrived at EDR: 01/25/2018  
Date Made Active in Reports: 03/14/2018  
Number of Days to Update: 48

Source: Ventura County Environmental Health Division  
Telephone: 805-654-2813  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Quarterly

### Inventory of Illegal Abandoned and Inactive Sites

Ventura County Inventory of Closed, Illegal Abandoned, and Inactive Sites.

Date of Government Version: 12/01/2011  
Date Data Arrived at EDR: 12/01/2011  
Date Made Active in Reports: 01/19/2012  
Number of Days to Update: 49

Source: Environmental Health Division  
Telephone: 805-654-2813  
Last EDR Contact: 12/26/2017  
Next Scheduled EDR Contact: 04/16/2018  
Data Release Frequency: Annually

### Listing of Underground Tank Cleanup Sites

Ventura County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 05/29/2008  
Date Data Arrived at EDR: 06/24/2008  
Date Made Active in Reports: 07/31/2008  
Number of Days to Update: 37

Source: Environmental Health Division  
Telephone: 805-654-2813  
Last EDR Contact: 02/08/2018  
Next Scheduled EDR Contact: 05/28/2018  
Data Release Frequency: Quarterly

### Medical Waste Program List

To protect public health and safety and the environment from potential exposure to disease causing agents, the Environmental Health Division Medical Waste Program regulates the generation, handling, storage, treatment and disposal of medical waste throughout the County.

Date of Government Version: 12/26/2017  
Date Data Arrived at EDR: 01/25/2018  
Date Made Active in Reports: 03/20/2018  
Number of Days to Update: 54

Source: Ventura County Resource Management Agency  
Telephone: 805-654-2813  
Last EDR Contact: 01/22/2018  
Next Scheduled EDR Contact: 05/07/2018  
Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## Underground Tank Closed Sites List

Ventura County Operating Underground Storage Tank Sites (UST)/Underground Tank Closed Sites List.

Date of Government Version: 11/27/2017	Source: Environmental Health Division
Date Data Arrived at EDR: 12/13/2017	Telephone: 805-654-2813
Date Made Active in Reports: 01/19/2018	Last EDR Contact: 03/14/2018
Number of Days to Update: 37	Next Scheduled EDR Contact: 06/25/2018
	Data Release Frequency: Quarterly

## YOLO COUNTY:

### Underground Storage Tank Comprehensive Facility Report

Underground storage tank sites located in Yolo county.

Date of Government Version: 01/02/2018	Source: Yolo County Department of Health
Date Data Arrived at EDR: 01/09/2018	Telephone: 530-666-8646
Date Made Active in Reports: 01/19/2018	Last EDR Contact: 01/02/2018
Number of Days to Update: 10	Next Scheduled EDR Contact: 04/16/2018
	Data Release Frequency: Annually

## YUBA COUNTY:

### CUPA Facility List

CUPA facility listing for Yuba County.

Date of Government Version: 11/08/2017	Source: Yuba County Environmental Health Department
Date Data Arrived at EDR: 11/10/2017	Telephone: 530-749-7523
Date Made Active in Reports: 11/16/2017	Last EDR Contact: 01/29/2018
Number of Days to Update: 6	Next Scheduled EDR Contact: 05/14/2018
	Data Release Frequency: Varies

## OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

### CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 11/11/2017	Source: Department of Energy & Environmental Protection
Date Data Arrived at EDR: 11/14/2017	Telephone: 860-424-3375
Date Made Active in Reports: 12/18/2017	Last EDR Contact: 02/14/2018
Number of Days to Update: 34	Next Scheduled EDR Contact: 05/28/2018
	Data Release Frequency: No Update Planned

### NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2016	Source: Department of Environmental Protection
Date Data Arrived at EDR: 04/11/2017	Telephone: N/A
Date Made Active in Reports: 07/27/2017	Last EDR Contact: 01/05/2018
Number of Days to Update: 107	Next Scheduled EDR Contact: 04/23/2018
	Data Release Frequency: Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 12/31/2017  
Date Data Arrived at EDR: 01/31/2018  
Date Made Active in Reports: 03/09/2018  
Number of Days to Update: 37

Source: Department of Environmental Conservation  
Telephone: 518-402-8651  
Last EDR Contact: 01/31/2018  
Next Scheduled EDR Contact: 05/14/2018  
Data Release Frequency: Quarterly

## PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2016  
Date Data Arrived at EDR: 07/25/2017  
Date Made Active in Reports: 09/25/2017  
Number of Days to Update: 62

Source: Department of Environmental Protection  
Telephone: 717-783-8990  
Last EDR Contact: 01/16/2018  
Next Scheduled EDR Contact: 04/30/2018  
Data Release Frequency: Annually

## RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2013  
Date Data Arrived at EDR: 06/19/2015  
Date Made Active in Reports: 07/15/2015  
Number of Days to Update: 26

Source: Department of Environmental Management  
Telephone: 401-222-2797  
Last EDR Contact: 02/21/2018  
Next Scheduled EDR Contact: 06/04/2018  
Data Release Frequency: Annually

## WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2016  
Date Data Arrived at EDR: 04/13/2017  
Date Made Active in Reports: 07/14/2017  
Number of Days to Update: 92

Source: Department of Natural Resources  
Telephone: N/A  
Last EDR Contact: 03/08/2018  
Next Scheduled EDR Contact: 06/25/2018  
Data Release Frequency: Annually

## Oil/Gas Pipelines

Source: PennWell Corporation

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

## Electric Power Transmission Line Data

Source: PennWell Corporation

This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

**Sensitive Receptors:** There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

## AHA Hospitals:

Source: American Hospital Association, Inc.  
Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

## Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services  
Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### Nursing Homes

Source: National Institutes of Health

Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

### Public Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

### Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

### Daycare Centers: Licensed Facilities

Source: Department of Social Services

Telephone: 916-657-4041

**Flood Zone Data:** This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

### State Wetlands Data: Wetland Inventory

Source: Department of Fish & Game

Telephone: 916-445-0411

## STREET AND ADDRESS INFORMATION

© 2015 TomTom North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

# GEOCHECK® - PHYSICAL SETTING SOURCE ADDENDUM

## TARGET PROPERTY ADDRESS

ARAGORN-ATHOS PROJECT  
RIVERSIDE COUNTY  
DESERT CENTER, CA 92239

## TARGET PROPERTY COORDINATES

Latitude (North): 33.721894 - 33° 43' 18.82"  
Longitude (West): 115.277246 - 115° 16' 38.09"  
Universal Transverse Mercator: Zone 11  
UTM X (Meters): 659622.1  
UTM Y (Meters): 3732459.8  
Elevation: 581 ft. above sea level

## USGS TOPOGRAPHIC MAP

Target Property Map: 5640274 CORN SPRING, CA  
Version Date: 2012

North Map: 5640284 EAST OF VICTORY PASS, CA  
Version Date: 2012

Northeast Map: 5639776 PALEN LAKE, CA  
Version Date: 2012

Southeast Map: 5641100 SIDEWINDER WELL, CA  
Version Date: 2012

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

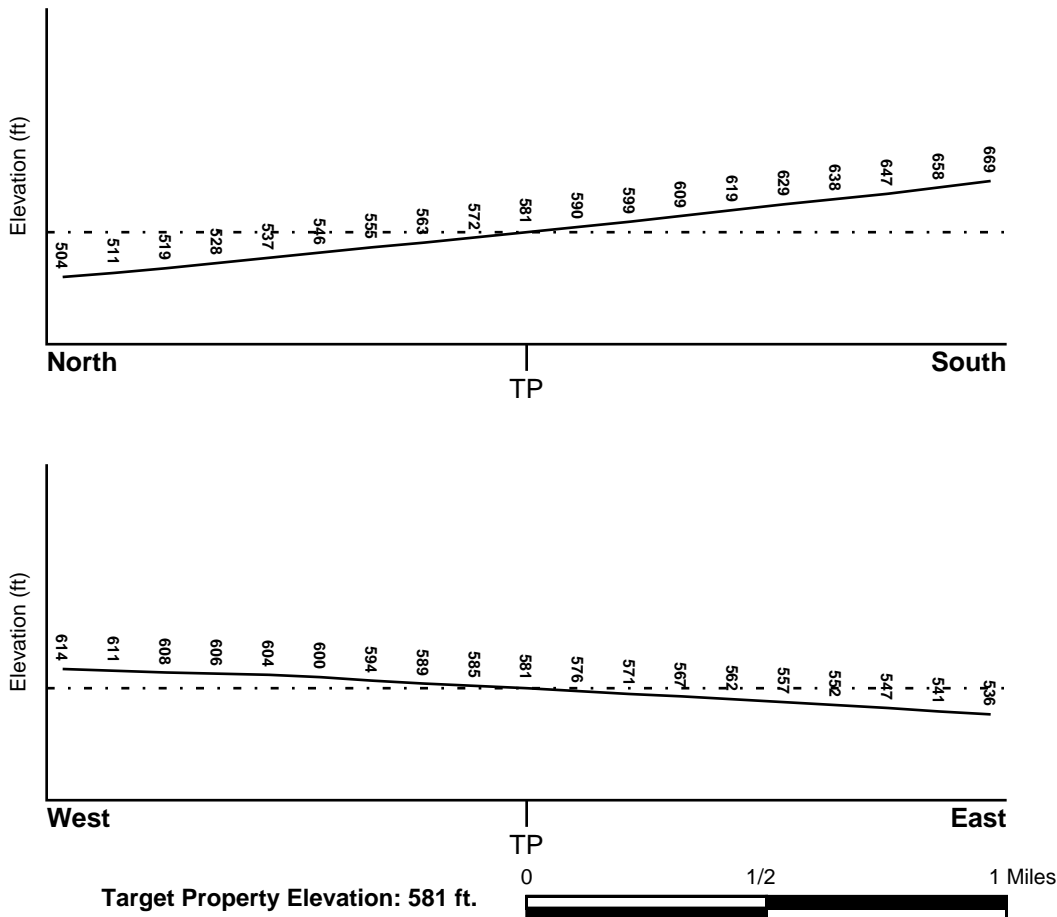
## TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

## TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General NNE

## SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.



# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

## **FEMA FLOOD ZONE**

<u>Flood Plain Panel at Target Property</u>	<u>FEMA Source Type</u>
0602452475A	FEMA Q3 Flood data
<u>Additional Panels in search area:</u>	<u>FEMA Source Type</u>
0602451850A	FEMA Q3 Flood data
0602451825A	FEMA Q3 Flood data
0602452500A	FEMA Q3 Flood data

## **NATIONAL WETLAND INVENTORY**

<u>NWI Quad at Target Property</u>	<u>NWI Electronic</u>
CORN SPRING	<u>Data Coverage</u>
	YES - refer to the Overview Map and Detail Map

## **HYDROGEOLOGIC INFORMATION**

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

### ***Site-Specific Hydrogeological Data\*:***

Search Radius:	1.25 miles
Status:	Not found

## **AQUIFLOW®**

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION</u>	<u>GENERAL DIRECTION</u>
	<u>FROM TP</u>	<u>GROUNDWATER FLOW</u>
Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

## GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

### **ROCK STRATIGRAPHIC UNIT**

Era: Cenozoic  
System: Quaternary  
Series: Quaternary  
Code: Q (*decoded above as Era, System & Series*)

### **GEOLOGIC AGE IDENTIFICATION**

Category: Stratified Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

## **DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY**

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name: CHERIONI

Soil Surface Texture: very gravelly - sandy loam

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Well drained. Soils have intermediate water holding capacity. Depth to water table is more than 6 feet.

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel: HIGH

Depth to Bedrock Min: > 6 inches

Depth to Bedrock Max: > 20 inches

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Permeability Rate (in/hr)	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	2 inches	very gravelly - sandy loam	Granular materials (35 pct. or less passing No. 200), Stone Fragments, Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 2.00 Min: 0.60	Max: 8.40 Min: 7.90
2	2 inches	9 inches	very gravelly - very fine sandy loam	Granular materials (35 pct. or less passing No. 200), Stone Fragments, Gravel and Sand.	COARSE-GRAINED SOILS, Gravels, Gravels with fines, Silty Gravel	Max: 2.00 Min: 0.60	Max: 8.40 Min: 7.90
3	9 inches	11 inches	indurated	Not reported	Not reported	Max: 0.00 Min: 0.00	Max: 0.00 Min: 0.00
4	11 inches	20 inches	unweathered bedrock	Not reported	Not reported	Max: 0.00 Min: 0.00	Max: 0.00 Min: 0.00

### OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinator soil types may appear within the general area of target property.

Soil Surface Textures: extremely gravelly - sandy loam

Surficial Soil Types: extremely gravelly - sandy loam

Shallow Soil Types: cemented  
extremely gravelly - sandy loam  
very gravelly - sandy clay loam

Deeper Soil Types: stratified

### LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	4.000
Federal FRDS PWS	Nearest PWS within 3.000 miles
State Database	4.000

## **FEDERAL USGS WELL INFORMATION**

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
1	USGS40000128494	1 - 2 Miles ESE
2	USGS40000128492	1 - 2 Miles ESE
3	USGS40000128483	2 - 3 Miles SE
4	USGS40000128491	2 - 3 Miles ESE

## **FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION**

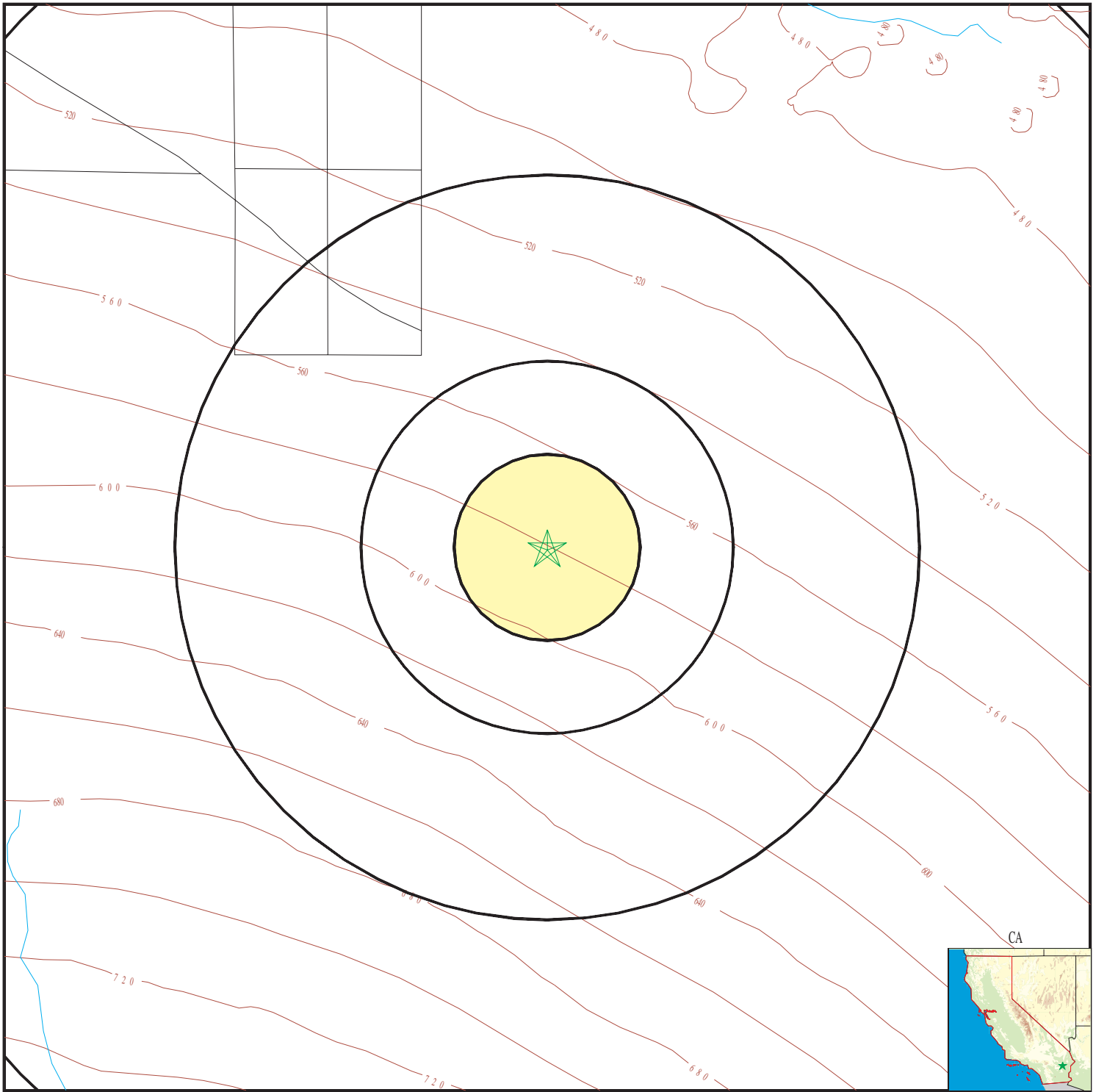
<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No PWS System Found		

Note: PWS System location is not always the same as well location.

## **STATE DATABASE WELL INFORMATION**

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No Wells Found		

# PHYSICAL SETTING SOURCE MAP - 5224824.5s



- County Boundary
- Major Roads
- Contour Lines
- Earthquake Fault Lines
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons

- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Closest Hydrogeological Data
- Oil, gas or related wells

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center CA 92239  
 LAT/LONG: 33.721894 / 115.277246

CLIENT: Stantec  
 CONTACT: Dion Monge  
 INQUIRY #: 5224824.5s  
 DATE: March 21, 2018 8:39 am

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Database      EDR ID Number

**1**  
**ESE**      **FED USGS**      **USGS40000128494**  
**1 - 2 Miles**  
**Lower**

Org. Identifier:	USGS-AZ		
Formal name:	USGS Arizona Water Science Center		
Monloc Identifier:	USGS-334252115144701		
Monloc name:	005S017E19Q001S		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	18100100	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.7144646
Longitude:	-115.2472004	Sourcemap scale:	24000
Horiz Acc measure:	1	Horiz Acc measure units:	seconds
Horiz Collection method:	Interpolated from map		
Horiz coord refsys:	NAD83	Vert measure val:	538.
Vert measure units:	feet	Vertacc measure val:	17
Vert accmeasure units:	feet		
Vertcollection method:	Interpolated from topographic map		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Not Reported		
Formation type:	Not Reported		
Aquifer type:	Not Reported		
Construction date:	19580829	Welldepth:	760
Welldepth units:	ft	Wellholedepth:	760
Wellholedepth units:	ft		

Ground-water levels, Number of Measurements: 4

Date	Feet below Surface	Feet to Sealevel	Date	Feet below Surface	Feet to Sealevel
1992-02-12	82.30		1970-05-01	75.30	
1961-04-20	76.17		1961-04-06	76.18	

**2**  
**ESE**      **FED USGS**      **USGS40000128492**  
**1 - 2 Miles**  
**Higher**

Org. Identifier:	USGS-AZ		
Formal name:	USGS Arizona Water Science Center		
Monloc Identifier:	USGS-334229115145301		
Monloc name:	005S017E30F001S		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	18100100	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.7080759
Longitude:	-115.2488671	Sourcemap scale:	24000
Horiz Acc measure:	1	Horiz Acc measure units:	seconds
Horiz Collection method:	Interpolated from map		
Horiz coord refsys:	NAD83	Vert measure val:	574.
Vert measure units:	feet	Vertacc measure val:	17
Vert accmeasure units:	feet		
Vertcollection method:	Interpolated from topographic map		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Not Reported		
Formation type:	Not Reported		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported  
 Construction date: 19580829      Welldepth: 698  
 Welldepth units: ft      Wellholedepth: 720  
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 3

Date	Feet below Surface	Feet to Sealevel	Date	Feet below Surface	Feet to Sealevel
1992-03-26	113.12		1970-05-01	110.77	
1961-04-06	108.37				

**3  
SE  
2 - 3 Miles  
Higher**

**FED USGS      USGS40000128483**

Org. Identifier:	USGS-AZ		
Formal name:	USGS Arizona Water Science Center		
Monloc Identifier:	USGS-334202115145501		
Monloc name:	005S017E30P001S		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	18100100	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.7005761
Longitude:	-115.2494227	Sourcemap scale:	24000
Horiz Acc measure:	1	Horiz Acc measure units:	seconds
Horiz Collection method:	Interpolated from map		
Horiz coord refsys:	NAD83	Vert measure val:	607.
Vert measure units:	feet	Vertacc measure val:	17
Vert accmeasure units:	feet		
Vertcollection method:	Interpolated from topographic map		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Not Reported		
Formation type:	Not Reported		
Aquifer type:	Not Reported		
Construction date:	1937	Welldepth:	152
Welldepth units:	ft	Wellholedepth:	152
Wellholedepth units:	ft		

Ground-water levels, Number of Measurements: 6

Date	Feet below Surface	Feet to Sealevel	Date	Feet below Surface	Feet to Sealevel
1992-02-12					
Note: The site was dry (no water level recorded).					
1961-05-16					
Note: The site was dry (no water level recorded).					
1961-04-06					
Note: The site was dry (no water level recorded).					
1959-05-18					
Note: The site was dry (no water level recorded).					
1958-05-10					
Note: The site was dry (no water level recorded).					
1957-05-16	150.0				

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Database      EDR ID Number

**4**  
**ESE**  
**2 - 3 Miles**  
**Lower**

**FED USGS      USGS40000128491**

Org. Identifier:	USGS-AZ		
Formal name:	USGS Arizona Water Science Center		
Monloc Identifier:	USGS-334229115141701		
Monloc name:	005S017E30G001S		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	18100100	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	33.7079481
Longitude:	-115.2388196	Sourcemap scale:	24000
Horiz Acc measure:	.01	Horiz Acc measure units:	seconds
Horiz Collection method:	Differentially corrected Global Positioning System (DGPS)		
Horiz coord refsys:	NAD83	Vert measure val:	543.3
Vert measure units:	feet	Vertacc measure val:	0.1
Vert accmeasure units:	feet		
Vertcollection method:	Differential Global Positioning System (GPS)r		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Not Reported		
Formation type:	Not Reported		
Aquifer type:	Not Reported		
Construction date:	Not Reported		
Welldepth units:	Not Reported	Welldepth:	Not Reported
Wellholedepth units:	Not Reported	Wellholedepth:	Not Reported

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
-----		
2000-03-31	115.60	



# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

## AREA RADON INFORMATION

State Database: CA Radon

### Radon Test Results

Zipcode	Num Tests	> 4 pCi/L
92239	1	0

Federal EPA Radon Zone for RIVERSIDE County: 2

- Note: Zone 1 indoor average level > 4 pCi/L.  
 : Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.  
 : Zone 3 indoor average level < 2 pCi/L.

---

### Federal Area Radon Information for RIVERSIDE COUNTY, CA

Number of sites tested: 12

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	0.117 pCi/L	100%	0%	0%
Living Area - 2nd Floor	0.450 pCi/L	100%	0%	0%
Basement	1.700 pCi/L	100%	0%	0%

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## TOPOGRAPHIC INFORMATION

### USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

## HYDROLOGIC INFORMATION

**Flood Zone Data:** This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

### State Wetlands Data: Wetland Inventory

Source: Department of Fish & Game

Telephone: 916-445-0411

## HYDROGEOLOGIC INFORMATION

### AQUIFLOW<sup>R</sup> Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

## GEOLOGIC INFORMATION

### Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

### STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

### SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## LOCAL / REGIONAL WATER AGENCY RECORDS

### FEDERAL WATER WELLS

#### PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

#### PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

#### USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

### STATE RECORDS

#### Water Well Database

Source: Department of Water Resources

Telephone: 916-651-9648

#### California Drinking Water Quality Database

Source: Department of Public Health

Telephone: 916-324-2319

The database includes all drinking water compliance and special studies monitoring for the state of California since 1984. It consists of over 3,200,000 individual analyses along with well and water system information.

## OTHER STATE DATABASE INFORMATION

#### California Oil and Gas Well Locations

Source: Department of Conservation

Telephone: 916-323-1779

Oil and Gas well locations in the state.

### RADON

#### State Database: CA Radon

Source: Department of Health Services

Telephone: 916-324-2208

Radon Database for California

#### Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

#### EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

## PHYSICAL SETTING SOURCE RECORDS SEARCHED

### OTHER

Airport Landing Facilities: Private and public use landing facilities  
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater  
Source: Department of Commerce, National Oceanic and Atmospheric Administration

California Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary fault lines, prepared in 1975 by the United State Geological Survey. Additional information (also from 1975) regarding activity at specific fault lines comes from California's Preliminary Fault Activity Map prepared by the California Division of Mines and Geology.

### STREET AND ADDRESS INFORMATION

© 2015 TomTom North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

Appendix D  
USER PROVIDED RECORDS

**Appendix D**  
**USER PROVIDED RECORDS**



**Stantec Consulting Services Inc.**  
 25864-F Business Center Drive, Redlands, CA 92374-4515  
 Phone: 909-335-6116  
 Fax: 909-335-6120

**PHASE I ESA USER'S QUESTIONNAIRE**

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APNs 807-680-001, 807-680-002, 807-680-003, 807-680-004, 807-680-005, 807-680-006, 807-680-007, 807-680-008, 807-680-009, 807-680-010, 807-680-011, 807-680-012, 07-680-013, 807-690-001, 807-690-002, 807-690-003, 807-690-004, 807-690-026, 807-690-027, 807-690-028, 807-690-011, 807-690-012, 807-690-013, 807-690-014, 807-690-015, 807-690-016, 807-690-017, 807-690-018, 807-690-019, 807-690-020, 807-690-021, 807-690-022, 807-690-023, 807-690-024, 807-690-025

Property Address: c/o River West Investments, 2 410 Fair Oaks Boulevard, Suite 110

City: Sacramento State CA Zip 95825

Property Owner Name: VG Devco, LLC

Property Owner Phone #: \_\_\_\_\_

2. Contact For Site Access

Name: Brian Vail

Company/Organization/Title: River West Investments

Phone # (916) 379-0955 E-Mail Address: [bvail@river-west.com](mailto:bvail@river-west.com)



3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of the lien \_\_\_\_\_  
\_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                        X   No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                        x   No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

  x   No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.





7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) Soil-Crop Feasibility Report

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
25864-F Business Center Drive, Redlands, CA 92374-4515  
Phone: 909-335-6116  
Fax: 909-335-6120

### PHASE I ESA USER'S QUESTIONNAIRE

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APN 807-191-004

Property Address: 23405 Rice Road

City: Desert Center State CA Zip 92239

Property Owner Name: Apollo Venture Partnership, LLC

Property Owner Phone #: \_\_\_\_\_

2. Contact For Site Access

Name: Tak Kuen Mau

Company/Organization/Title: Apollo Venture Partnership, LLC

Phone # 626-215-9692 E-Mail Address: [takmau888@gmail.com](mailto:takmau888@gmail.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of the lien \_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                      \_\_\_\_\_x\_\_\_\_\_ No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_x\_\_\_\_\_ No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.



7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
25864-F Business Center Drive, Redlands, CA 92374-4515  
Phone: 909-335-6116  
Fax: 909-335-6120

### PHASE I ESA USER'S QUESTIONNAIRE

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APN 811-180-024

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Property Owner Name: Caspers Family Trust

Property Owner Phone #: \_\_\_\_\_

2. Contact For Site Access

Name: David Caspers

Company/Organization/Title: Caspers Family Trust

Phone # (760) 774-8655 E-Mail Address: [CaliforniaRealEstate@earthlink.com](mailto:CaliforniaRealEstate@earthlink.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes                      \_\_\_x\_\_\_ No

If yes, describe or attach details of the lien \_\_\_\_\_

\_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                      \_\_\_\_\_x\_\_\_\_\_ No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                      \_\_\_\_\_x\_\_\_\_\_ No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_x\_\_\_\_\_ No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.





7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
25864-F Business Center Drive, Redlands, CA 92374-4515  
Phone: 909-335-6116  
Fax: 909-335-6120

### PHASE I ESA USER'S QUESTIONNAIRE

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APNs 811-122-002 & 811-142-007

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Property Owner Name: Transito and Martha Castellanos

Property Owner Phone #: 909-821-0712

2. Contact For Site Access

Name: Transito Castellanos

Company/Organization/Title: \_\_\_\_\_

Phone # 909-821-0712 E-Mail Address: [william081957@hotmail.com](mailto:william081957@hotmail.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes \_\_\_\_\_X\_\_\_\_\_ No

If yes, describe or attach details of the lien \_\_\_\_\_

\_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.



7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
25864-F Business Center Drive, Redlands, CA 92374-4515  
Phone: 909-335-6116  
Fax: 909-335-6120

### PHASE I ESA USER'S QUESTIONNAIRE

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APN 811-150-001

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Property Owner Name: Ritheary Chea

Property Owner Phone #: (562) 552-1506

2. Contact For Site Access

Name: Ritheary Chea

Company/Organization/Title: \_\_\_\_\_

Phone # (562) 552-1506 E-Mail Address: [rchea77@yahoo.com](mailto:rchea77@yahoo.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes \_\_\_\_\_X\_\_\_\_\_ No

If yes, describe or attach details of the lien \_\_\_\_\_

\_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.





7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_X\_\_\_\_No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_X\_\_\_\_No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_X\_\_\_\_No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_X\_\_\_\_No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
25864-F Business Center Drive, Redlands, CA 92374-4515  
Phone: 909-335-6116  
Fax: 909-335-6120

### PHASE I ESA USER'S QUESTIONNAIRE

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APNs 811-122-009, 811-142-015, 811-130-010 & 811-150-002 (west half)

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Property Owner Name: Chuckwalla Valley Associates, LLC

Property Owner Phone #: \_\_\_\_\_

2. Contact For Site Access

Name: Micky Grana

Company/Organization/Title: Chuckwalla Valley Associates, LLC

Phone # 760-275-3883 E-Mail Address: [micky@cvraceway.com](mailto:micky@cvraceway.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of the lien \_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.



7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
25864-F Business Center Drive, Redlands, CA 92374-4515  
Phone: 909-335-6116  
Fax: 909-335-6120

### PHASE I ESA USER'S QUESTIONNAIRE

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APNs 810-110-001 & 810-110-006

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Property Owner Name: Cocopah Nurseries Inc.

Property Owner Phone #: \_\_\_\_\_

2. Contact For Site Access

Name: Duane Young

Company/Organization/Title: Cocopah Nurseries Inc.

Phone # (760) 347-7906 E-Mail Address: [duane@WDYoung.com](mailto:duane@WDYoung.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes \_\_\_\_\_X\_\_\_\_\_ No

If yes, describe or attach details of the lien \_\_\_\_\_

\_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                          X     No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                          x     No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

    x     No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.





7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) Mineral Report, Bio Survey

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
25864-F Business Center Drive, Redlands, CA 92374-4515  
Phone: 909-335-6116  
Fax: 909-335-6120

### PHASE I ESA USER'S QUESTIONNAIRE

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APNs 811-142-006 & 811-180-013

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Property Owner Name: CP Land Holdings LLC

Property Owner Phone #: \_\_\_\_\_

2. Contact For Site Access

Name: John Copyak

Company/Organization/Title: CP Land Holdings LLC

Phone # (541) 668-0423 E-Mail Address: [jgcopyak@gmail.com](mailto:jgcopyak@gmail.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of the lien \_\_\_\_\_

\_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                      \_\_\_\_\_x\_\_\_\_\_ No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                      \_\_\_\_\_x\_\_\_\_\_ No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_x\_\_\_\_\_ No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.



7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
25864-F Business Center Drive, Redlands, CA 92374-4515  
Phone: 909-335-6116  
Fax: 909-335-6120

### PHASE I ESA USER'S QUESTIONNAIRE

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APNs 811-170-007, 811-170-008 & 811-170-009

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Property Owner Name: Robert R. Freedlander

Property Owner Phone #: 949-349-7833

2. Contact For Site Access

Name: Robert R. Freedlander

Company/Organization/Title: \_\_\_\_\_

Phone # 949-349-7833 E-Mail Address: [rob.freedlander@fluor.com](mailto:rob.freedlander@fluor.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes \_\_\_\_\_X\_\_\_\_\_ No

If yes, describe or attach details of the lien \_\_\_\_\_

\_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.





7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) Phase 1 Environmental Site Assessment

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
25864-F Business Center Drive, Redlands, CA 92374-4515  
Phone: 909-335-6116  
Fax: 909-335-6120

### PHASE I ESA USER'S QUESTIONNAIRE

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APN 811-260-013

Property Address: 25850 Rice Rd

City: Blythe State CA Zip 92225

Property Owner Name: Om P. Garg

Property Owner Phone #: (714) 273-0402

2. Contact For Site Access

Name: Om P. Garg

Company/Organization/Title: \_\_\_\_\_

Phone # (714) 273-0402 E-Mail Address: [resplan1@gmail.com](mailto:resplan1@gmail.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes \_\_\_\_\_X\_\_\_\_\_ No

If yes, describe or attach details of the lien \_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.



7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
 25864-F Business Center Drive, Redlands, CA 92374-4515  
 Phone: 909-335-6116  
 Fax: 909-335-6120

**PHASE I ESA USER’S QUESTIONNAIRE**

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that “all appropriate inquiry” is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a “data gap” in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APNs 811-180-002, 811-180-003, 811-180-004 & 811-180-005

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Property Owner Name: Philip Hu, Catherine Hu Zangrilli, and Vivian Hu Shen

Property Owner Phone #: 858-945-5329

2. Contact For Site Access

Name: Philip Hu, Catherine Hu Zangrilli, and Vivian Hu Shen

Company/Organization/Title: \_\_\_\_\_

Phone # 858-945-5329 E-Mail Address: [Philirhu@gmail.com](mailto:Philirhu@gmail.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes \_\_\_\_\_X\_\_\_\_\_ No

If yes, describe or attach details of the lien \_\_\_\_\_

\_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of the limitations \_\_\_\_\_

\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_

\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.





7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) Environmental Hazard Reports

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
 25864-F Business Center Drive, Redlands, CA 92374-4515  
 Phone: 909-335-6116  
 Fax: 909-335-6120

**PHASE I ESA USER'S QUESTIONNAIRE**

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APN 811-170-013

Property Address: 26440 Rice Rd

City: Desert Center State CA Zip 92239

Property Owner Name: Raul Lopez

Property Owner Phone #: \_\_\_\_\_

2. Contact For Site Access

Name: Lorraine Lazerson

Company/Organization/Title: \_\_\_\_\_

Phone # 562-760-1687 E-Mail Address: fboalorainel@aol.com

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes                      \_\_\_\_\_X\_\_\_\_\_ No

If yes, describe or attach details of the lien \_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.



7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
25864-F Business Center Drive, Redlands, CA 92374-4515  
Phone: 909-335-6116  
Fax: 909-335-6120

### PHASE I ESA USER'S QUESTIONNAIRE

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APN 811-142-005

Property Address: 25250 Rice Rd

City: Desert Center State CA Zip 92239

Property Owner Name: North Star Capital Development, LLC

Property Owner Phone #: \_\_\_\_\_

2. Contact For Site Access

Name: Joseph Vu

Company/Organization/Title: North Star Capital Development, LLC

Phone # (714) 530-7120 E-Mail Address: [josephvu@josephvucompany.com](mailto:josephvu@josephvucompany.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes                      \_\_\_X\_\_\_ No

If yes, describe or attach details of the lien \_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                        X   No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                        x   No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

  x   No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.





7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
25864-F Business Center Drive, Redlands, CA 92374-4515  
Phone: 909-335-6116  
Fax: 909-335-6120

### PHASE I ESA USER'S QUESTIONNAIRE

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APNs 811-170-002 & 811-180-001

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Property Owner Name: Ann R. Angelo, Claire Naples Eisinger, Raymond Dean Paglia, Michael Paglia, and Vincent M. Paglia

Property Owner Phone #: \_\_\_\_\_

2. Contact For Site Access

Name: Raymond Paglia

Company/Organization/Title: \_\_\_\_\_

Phone # (702) 592-7400 E-Mail Address: [ray@julietlasvegas.com](mailto:ray@julietlasvegas.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes \_\_\_\_\_x\_\_\_\_\_ No

If yes, describe or attach details of the lien \_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                      \_\_\_\_\_x\_\_\_\_\_ No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                      \_\_\_\_\_x\_\_\_\_\_ No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_x\_\_\_\_\_ No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.



7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
25864-F Business Center Drive, Redlands, CA 92374-4515  
Phone: 909-335-6116  
Fax: 909-335-6120

### PHASE I ESA USER'S QUESTIONNAIRE

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APN 811-190-001

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Property Owner Name: Lawrence Clark Powell and Eleanor B. Mortensen

Property Owner Phone #: \_\_\_\_\_

2. Contact For Site Access

Name: Jeffrey A. Scott

Company/Organization/Title: \_\_\_\_\_

Phone # 719-251-2289 E-Mail Address: [jeffscott@ymail.com](mailto:jeffscott@ymail.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes \_\_\_\_\_X\_\_\_\_\_ No

If yes, describe or attach details of the lien \_\_\_\_\_

\_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.





7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) \_\_\_\_\_ EIS for Eagle Mountain Hydroelectric Project

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**Stantec Consulting Services Inc.**  
25864-F Business Center Drive, Redlands, CA 92374-4515  
Phone: 909-335-6116  
Fax: 909-335-6120

### PHASE I ESA USER'S QUESTIONNAIRE

In order to qualify for protection from land owner liability under CERCLA as an *innocent landowner, bona fide prospective purchaser, or contiguous property owner*, ASTM standard practice E1527-13 and the federal AAI rule (40 CFR 312) require that the User of the Phase I ESA report provide certain information (if available) to the Environmental Professional completing the assessment. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. Information that is not or cannot be provided to the Environmental Professional may be identified as a "data gap" in the Phase I ESA report.

Please answer the following questions as completely as possible. Attach additional pages as needed. Return the completed questionnaire to Stantec Consulting Services Inc.

1. Property Information

Property Name: APN 811-122-001

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Property Owner Name: Southwest Conservancy III, LLC

Property Owner Phone #: \_\_\_\_\_

2. Contact For Site Access

Name: John Copyak

Company/Organization/Title: Southwest Conservancy III, LLC

Phone # 541-668-0423 E-Mail Address: [jgcopyak@gmail.com](mailto:jgcopyak@gmail.com)

3. Environmental Cleanup Liens. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

\_\_\_\_\_ Yes                      \_\_\_x\_\_\_ No

If yes, describe or attach details of the lien \_\_\_\_\_

\_\_\_\_\_



4. Activity and Land Use Limitations. Are you aware of any activity and use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded as applicable to the property as a result of environmental contamination, investigation, cleanup, or related matters?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of the limitations \_\_\_\_\_  
\_\_\_\_\_

5. Specialized Knowledge or Experience. As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property, such that you would have specialized knowledge about chemicals and processes used by this type of business?

\_\_\_\_\_ Yes                       No

If yes, describe or attach details of your specialized knowledge or experience \_\_\_\_\_  
\_\_\_\_\_

6. Relationship of Purchase Price to Fair Market Value of Property. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, do you have any reason to believe that the reduced purchase price may be related to contamination known or believed to be present at the property?

\_\_\_\_\_ Yes, I have reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

No, I have no reason to believe that the purchase price for the property has been reduced in comparison with the fair market value due to contamination known or believed to be present at the property?

\_\_\_\_\_ Not applicable. User is not involved in a purchase of the property.



7. Commonly Known or Reasonably Ascertainable Information. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:

Do you know the past uses of the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of chemicals, hazardous substances or petroleum products that are present or once were present at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of spills or other releases of chemicals, hazardous substances or petroleum products that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

Do you know of any environmental cleanups that have taken place at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No



8. The Degree of Obviousness of Contamination. E1527-13 and the federal AAI rule (40 CFR 312.31) require that the Phase I ESA consider the degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

9. Availability of Previous Environmental Reports. Are you aware of previous environmental site assessment reports, other environmental reports, documents, correspondence, etc. concerning the property and its environmental condition?

Yes (describe) \_\_\_\_\_

\_\_\_\_\_

No

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

Name (printed): Marisa Mitchell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: 3/14/2018 \_\_\_\_\_



**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

April 28, 2017

Seth Israel  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111

Customer Reference: 25850 Rice Road

Order Number: 3020-847921

Owner: OM P. Garg

Property: Vacant, Blythe, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**



COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

**SCHEDULE A**

1. Commitment Date: April 24, 2017 at 7:30 A.M.

2. Policy or Policies to be issued:	Amount
(A) ALTA Owner's Policy	\$To Be Determined
ALTA Standard Owner Policy	

Proposed Insured:

To Be Determined

(B) ALTA Loan Policy	\$To Be Determined
To Be Determined	

Proposed Insured:

To Be Determined

3. (A) The estate or interest in the land described in this Commitment is:

FEE

(B) Title to said estate or interest at the date hereof is vested in:

OM P. GARG, A MARRIED MAN

4. The land referred to in this Commitment is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:

LOTS 1 AND 2 OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN, EXCEPTING THEREFROM THAT PORTION LYING IN THE COUNTY HIGHWAY, 100 FEET WIDE, AS DESIGNATED BY RESOLUTION OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS FILED FOR RECORD MARCH 27, 1945 AS INSTRUMENT NO. 2957. ALSO EXCEPTING THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY HIGHWAY. ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 53'30" WEST, ON THE SOUTH LINE OF SAID SECTION 7, 200 FEET, THENCE NORTH 01 DEGREES 06'30" WEST, 598.43 FEET; THENCE NORTH 44 DEGREES 35'35" WEST, 1880.40 FEET TO THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 12, PAGE 81 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, THENCE SOUTH 45 DEGREES 30'00" WEST ON THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, 350 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING, SOUTH 45 DEGREES 30'00" WEST, 600 FEET; THENCE SOUTH 44 DEGREES 06'00" EAST 300 FEET; THENCE NORTH 45 DEGREES 30'00" EAST, 600 FEET; THENCE NORTH 44 DEGREES 06'00" WEST 300 FEET TO THE TRUE POINT OF BEGINNING.

APN: 811-260-013-4

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

A deed from the spouse of any married vestee herein be recorded in the public records, or the joinder of the spouse of any married vestee named herein on any conveyance, encumbrance or lease to be executed by the vestee.

The deed should contain the following statement:

"It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property."

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction
  
- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.

- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. A right of water line and patrol road over said property, granted to Southern Counties Gas Company and Southern California Gas Company, by Bureau of Land Management on November 21, 1952, under Serial No. [098376](#), as disclosed by Records of Bureau of Land Management, Riverside, California.
4. An easement for public utilities and incidental purposes in the document recorded August 28, 1957 as Instrument No. [62579](#) of Official Records.
5. An easement for public utilities and incidental purposes in the document recorded August 28, 1957 as Instrument No. [62581](#) of Official Records.
6. An easement for public utilities and incidental purposes in the document recorded September 19, 1957 as Instrument No. [67559](#) of Official Records.
7. An easement for public utilities and incidental purposes in the document recorded September 19, 1957 as Instrument No. [67561](#) of Official Records.
8. An easement for public utilities and incidental purposes in the document recorded June 20, 1958 as Instrument No. [44258](#) of Official Records.
9. Provisions as recited in the Patent from the United States of America to Edith E. Brown, filed for record December 13, 1960 as Instrument No. [105231](#), as follows: Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and also, a right of way for ditches or canals constructed by authority of the United States as reserved in said Patent.
10. An easement for public utilities and incidental purposes in the document recorded April 15, 1966 as Instrument No. [39775](#) of Official Records.
11. The sufficiency and validity of the proceeding leading up to and including the tax collector's deed or sheriff's deed to OM P. GARG, A MARRIED MAN.

In order for the company to be in a position to omit this exception from further title evidence, it will be necessary to obtain a final decree quieting title to the land in the vestee herein, and

against: the last record owner of this land, any one claiming through him, any liens or encumbrances, whose interests were divested by virtue of such tax sale.

12. The effect of a deed given by the county tax collector upon sale of tax-defaulted property pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, recorded May 03, 2006 as Instrument No. [2006-0321690](#) of Official Records.

We will require the recording of a deed from WHITEHOUSE, JAMES S TR & TOZZER, PATRICIA A TR & PLANTZ, THERESA A & CURTY, JAMES TR & MYRTLE W TR & WOLNISTY, CARL TR & MCCOY, HAROLD W TR & PEGGY C TR & LASAGNA, ROBERT J TR & CATHERINE M TR & MATHEW, ELAVUMKEL JOSEPH & MOONJALY ROSY & MCCOY, CARL L TR & HINDMAN, KENNETH W TR & MARIE E TR or the recording of a certified copy of a satisfactory final, unappealable judgment quieting title.

13. An easement for the transportation of water and electricity over, under, through, along and together with the reasonable right of ingress and egress, and the right to construct and maintain a 30-foot wide access road and incidental purposes, recorded August 26, 2008 as Instrument No. [2008-0468971](#) of Official Records.

In Favor of: Southern California Gas Company, a California corporation  
Affects: As described therein

14. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
15. Water rights, claims or title to water, whether or not shown by the public records.
16. Rights of the public in and to that portion of the land lying within any road, street and/or highway.
17. Any right, title or interest of the spouse or domestic partner (if any) of any vestee herein.
18. Rights of parties in possession.

<b>INFORMATIONAL NOTES</b>
----------------------------

1. Taxes for proration purposes only for the fiscal year 2016-2017.  
First Installment: \$1,001.19, PAID  
Second Installment: \$1,001.19, PAID  
Tax Rate Area: 062-000  
APN: 811-260-013-4
  
2. The property covered by this report is vacant land.
  
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
  
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**



## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

expenses that arise by reason of:

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

#### 14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### SCHEDULE B

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

1. (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.

#### 15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.



**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

February 12, 2018

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111  
Phone: (415)297-4169

Customer Reference: Chea

Order Number: 3020-890953

Owner: Ritheary Chea

Property: Vacant Land/APN# 811-150-001, , CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

### SCHEDULE A

1. Commitment Date: January 30, 2018 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount  
  
(A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined  
  
(B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
FEE  
  
(B) [Title to said estate or interest at the date hereof is vested in:](#)  
  
168 Group Ltd, A California Limited Partnership
  
4. The land referred to in this Commitment is situated in the Unincorporated Area of the County of Riverside, State of California, and is described as follows:  
  
THAT PORTION OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION, THENCE NORTHERLY ALONG THE EAST LINE OF SECTION 9, 1912.21 FEET; THENCE SOUTHWESTERLY IN A DIRECT LINE, 4407.37 FEET TO THE SOUTH LINE OF SECTION 9; THENCE EASTERLY ALONG SAID SOUTH LINE, 3960 FEET TO THE POINT OF BEGINNING.  
  
APN: 811-150-001-3

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

A deed from the spouse of any married vestee herein be recorded in the public records, or the joinder of the spouse of any married vestee named herein on any conveyance, encumbrance or lease to be executed by the vestee.

The deed should contain the following statement:

"It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property."

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction
  
- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.

- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.



## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for public road, public utility and public service uses and incidental purposes, recorded October 20, 1965 as Instrument No. [119997](#) of Official Records.  
In Favor of: Kelly F. Naples and Madelyn R. Naples, husband and wife, et al  
Affects: as described therein
4. The Effect of A Declaration Of Dedication dated January 23, 1980, Executed By Vernon C. Brown and Harriett Brown, Husband and Wife, Purporting To Irrevocably Dedicate In Perpetuity for Public Road Purposes, Public Utility And Public Services, The Property Described Therein, Recorded February 1, 1980 As Instrument No. [21790](#) Of Official Records Of Riverside County, California.
5. A lease dated December 1, 1981, executed by William Kellen, Trustee under Sterling Trust as lessor and U. S. Agri Research and Development Corporation as lessee, recorded June 24, 1986 as Instrument No. [146302](#) of Official Records.

Said Lease, among other things, provides for an option to purchase.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

Affects: The land and other property.

6. A claim of lien recorded December 15, 1988 as Instrument No. [366797](#) of Official Records.  
Lien claimant: Pacific Agricultural Holdings, Inc., a California Corporation  
Amount: \$1,619.69

Notice of pendency of action recorded February 15, 1989 as Instrument No. [46725](#) of Official Records.

Court: Superior Court of the State of California

Case No.: [196675](#)

Plaintiff: Pacific Agricultural Holdings, Inc., a California Corporation, as Successor-in- Interest to Pacific Agricultural Services, Inc., a Delaware Corporation

Defendant: U. S. Agri Development Corp., a Nevada corporation, U. S. Agri Research & Development Corporation, a Nevada corporation, American Land & Development Corporation, an unknown entity, First Pacific Agri Partners Ltd., a California limited partnership, Dewayne C. Soares, an individual, Calagri Partners II, a California limited partnership, Robert Cole, an individual, Financial Dynamics III, an unknown entity, California Jojoba Investors, an unknown entity, Desert Center II, an unknown entity, Desert Center, an unknown entity, Applied Jojoba, an unknown entity, 168 Group Ltd., a California limited partnership, C. W. HOGBERG, an individual, Jojoba Research Ltd., a California limited partnership, Robert Osborne, an individual, Herbert Aderholt, an individual, More Jojoba, Ltd., a California limited partnership, Arthur J. More, an individual, Desert Center Ltd., an unknown entity, Financial Dynamics I, an unknown entity, Financial Dynamics II, an unknown entity, Southern Calif. Jojoba, an unknown entity, Western Jojoba Partners (85-1) Ltd., an unknown entity, 82 Agri Research Partners, an unknown entity, JRP Hawaii, an unknown entity, Blythe II, an unknown entity, Western Jojoba Partners III, an unknown entity, Calneva Research, an unknown entity, Agri Research Partners II, an unknown entity, Contra Costa Jojoba Research, an unknown entity, Cis R & D Partners, an unknown entity, Arid Land Research Partners, an unknown entity, Energy Research Ltd. I, an unknown entity, San Nicholas Research Ltd. I, an unknown entity, Cis R & D Partners II, an unknown entity, CIS R & D I, an unknown entity, Western Jojoba Partners II, an unknown entity, Western Jojoba Partners I, an unknown entity, Jojoba Investors I, 1 an unknown entity, C.A.E. LTD., an unknown entity, JR 40, an unknown entity, Investors Jojoba, an unknown entity, Blythe I, an unknown entity, California Jojoba, an unknown entity, CH I, an unknown entity, Jojoba Venture. Assoc., an unknown entity, State School Lands, an unknown entity, Jojoba Beans Ltd., an unknown entity, Jojoba Research Partners-Cole, an unknown entity, Utah Jojoba I, an unknown entity, C.I. Investment Corp., an unknown entity, Sonoma, an unknown entity, Riverside Jojoba, an unknown entity, and does 1 through 500, inclusive

Purpose: Foreclosure of a mechanics' lien.

7. The terms, provisions and easement(s) contained in the document entitled "Irrevocable Grant of Water Easement, Water Use Agreement, and Deed of Water Rights" recorded November 6, 1991 as Instrument No. [385526](#) of Official Records.
8. The effect of a deed given by the county tax collector upon sale of tax-defaulted property pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, recorded May 14, 2003 as Instrument No. [2003-347639](#) of Official Records.

We will require the recording of a deed from 168 Group Ltd or the recording of a certified copy of a satisfactory final, unappealable judgment quieting title.

9. The sufficiency and validity of the proceeding leading up to and including the tax collector's deed or sheriff's deed to N. R. L. L., Inc, a California Corporation.

In order for the company to be in a position to omit this exception from further title evidence, it will be necessary to obtain a final decree quieting title to the land in the vestee herein, and against: the last record owner of this land, any one claiming through him, any liens or encumbrances, whose interests were divested by virtue of such tax sale.

10. The effect of a document entitled "N. R. L. L., Inc, a California Corporation", recorded Keat Yin and Ritheary Chea, as Joint Tenants as March 17, 2004 of Official Records.

Instrument No. [2004-0187705](#)

11. The effect of a deed executed by Keat Yin and Ritheary Chea, who acquired title as Joint Tenants to Ritheary Chea, an unmarried woman, recorded October 22, 2013 as Instrument No. [2013-0503925](#) of Official Records.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

Document re-recorded November 26, 2013 as Instrument No. [2013-0556514](#) of Official Records.

12. Rights of the public in and to that portion of the land lying within any road, street and/or highway.

13. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

14. Water rights, claims or title to water, whether or not shown by the public records.

15. The lack of a right of access to and from the land.

Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.

16. Any right, title or interest of the spouse, if any, of any married vestee herein.

17. Rights of parties in possession.

**INFORMATIONAL NOTES**

**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

1. Taxes for proration purposes only for the fiscal year 2017-2018.  
First Installment: \$169.50, PAID  
Second Installment: \$169.50, PAID  
Tax Rate Area: 062-000  
APN: 811-150-001-3
2. The property covered by this report is vacant land.
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the land
  - e. land division
  - f. environmental protectionThis 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.



**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

January 19, 2018

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111  
Phone: (415)297-4169

Customer Reference: Naples, Angelo, Paglia

Order Number: 3020-886883

Owner: Kelly F. Naples

Property: Vacant/APN 811-170-002-6 and 811-180-001-6, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.



### SCHEDULE A

1. Commitment Date: January 10, 2018 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount  
  
(A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined  
  
(B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
Fee Simple  
  
(B) [Title to said estate or interest at the date hereof is vested in:](#)  
  
Ann R. Angelo, a single woman, as to an undivided one-fourth interest;  
  
Kelly F. Naples and Madelyn R. Naples, as Co-Trustees of the "Kelly F. Naples and Madelyn R. Naples 1971 Trust," dated May 14, 1971, as to an undivided one-half interest and  
  
Raymond Dean Paglia, a single man; Michael Paglia, a single man and Vincent M. Paglia, a single man, all as to an undivided one-fourth interest
  
4. The land referred to in this Commitment is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:  
  
PARCEL 1:  
  
THOSE PORTIONS OF SECTIONS 16 AND 17, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:  
  
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 0° 42' 52" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 1334.17 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89° 29' 42" WEST A DISTANCE OF 1325.59 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89° 47' 10" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 1447.37 FEET; THENCE NORTH 63° 53' 19" EAST A DISTANCE OF 3069.49 FEET TO THE POINT OF BEGINNING.  
  
PARCEL 2:

AN EASEMENT 60 FEET WIDE FOR PUBLIC ROAD PURPOSES, PUBLIC UTILITY AND PUBLIC SERVICE USES, ADJOINING THE WESTERLY, SOUTHERLY AND SOUTHEASTERLY BOUNDARIES OF THE FOLLOWING DESCRIBED PARCEL LYING SOUTHERLY OF SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, AS SHOWN ON DEED RECORDED OCTOBER 20, 1965, AS INSTRUMENT NO. [119997](#), RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF SECTIONS 5, 8, 9, 16 AND 17, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 9 FROM WHENCE THE SOUTHEAST CORNER THEREOF BEARS SOUTH 0° 48' 32" EAST A DISTANCE OF 1912.21 FEET; THENCE SOUTH 63° 53' 19" WEST AND PASSING THROUGH A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 7476.86 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17 FROM WHENCE THE SOUTHEAST CORNER OF SAID NORTH HALF BEARS NORTH 89° 47' 10" EAST A DISTANCE OF 1447.37 FEET; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH HALF AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17 TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, AND THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 8, AND THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5, TO THE SOUTHEASTERLY LINE OF THE DESERT CENTER - RICE ROAD AS SHOWN ON MAP ON FILE IN RECORD OF SURVEY BOOK 12, PAGE 81, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE TO A LINE PARALLEL WITH AND 100 FEET EASTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTHERLY ALONG SAID PARALLEL LINE AND ALONG A LINE PARALLEL WITH AND 100 FEET EASTERLY OF THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, TO THE SOUTH LINE OF SAID NORTH HALF; THENCE EASTERLY ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8, AND ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 9 TO THE EAST LINE THEREOF; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL 3:

A JOINT USE ACCESS EASEMENT OVER THE WESTERLY 100 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND THE WESTERLY 100 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5 SAID TOWNSHIP AND RANGE LYING SOUTHERLY OF THE DESERT CENTER - RICE ROAD, AS SHOWN ON DEED RECORDED OCTOBER 20, 1965, AS INSTRUMENT NO. [119997](#), RIVERSIDE COUNTY RECORDS.

APN:  
811-180-001-6 (Portion)  
811-170-002-6 (Portion)

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

With respect to the trust referred to in the vesting:

- a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
8. A deed from the spouse of any married vestee herein be recorded in the public records, or the joinder of the spouse of any married vestee named herein on any conveyance, encumbrance or lease to be executed by the vestee.

The deed should contain the following statement:

"It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property."

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction
- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
- (S) A copy of the construction contract must be submitted to the Company for review.
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.
- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## **SCHEDULE B**

### **SECTION TWO**

#### **EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The effect of a map purporting to show the land and other property, filed May 23, 1989 in [Book 83, Page 76](#) of Record of Surveys.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Rights of the public in and to that portion of the land lying within any public road, street or highway.
6. Any right, title or interest of the spouse, if any, of any married vestee herein.
7. Rights of parties in possession.

**INFORMATIONAL NOTES**

**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

1. Taxes for proration purposes only for the fiscal year 2017-2018.

First Installment:                 \$30.29, Paid  
Second Installment:               \$30.29, Paid  
Tax Rate Area:                    062-000  
APN:                                 811-170-002-6

Affects a portion of said land.

2. Taxes for proration purposes only for the fiscal year 2017-2018.

First Installment:                 \$68.27, Paid  
Second Installment:               \$68.27, Paid  
Tax Rate Area:                    062-000  
APN:                                 811-180-001-6

Affects a portion of said land.

3. The property covered by this report is vacant land.

4. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

5. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.





## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.





**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

February 08, 2018

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111  
Phone: (415)297-4169

Customer Reference: Caspers

Order Number: 3020-890939

Owner: David Caspers

Property: APN: 811-180-024/Vacant Land, , CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

### SCHEDULE A

1. Commitment Date: January 30, 2018 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount  
  
(A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined  
  
(B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
Fee  
  
(B) [Title to said estate or interest at the date hereof is vested in:](#)  
  
David Caspers, Trustee of The Caspers Family Trust dated Nov 6, 1997
  
4. The land referred to in this Commitment is situated in the Unincorporated area of the County of Riverside, State of California, and is described as follows:  
  
THE WEST HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 16,  
TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING  
TO THE OFFICIAL PLAT OF SAID LAND.  
  
EXCEPTING THEREFROM ALL OIL, GAS, OILSHALE, COAL PHOSPHATE, SODIUM, GOLD, SILVER  
AND ALL OTHER MINERAL DEPOSITS, AS RESERVED BY THE STATE OF CALIFORNIA BY PATENT  
RECORDED SEPTEMBER 4, 1958 IN [BOOK 2327, PAGE 494](#) OF OFFICIAL RECORDS, RIVERSIDE  
COUNTY RECORDS.  
  
APN: 811-180-024-7

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

With respect to the trust referred to in the vesting:

- a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
- b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction
  
- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.

- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement in favor of the United States recorded June 22, 1950 in [Book 1183, Page 304](#) of Official Records, Riverside County, California.
4. Rights, rights of way, reservations and exceptions in the patent recorded September 04, 1958 as [Book 2327, Page 494](#) of Official Records.
5. An offer of dedication for public road, public utility and incidental purposes, recorded October 10, 1979 as Instrument No. [214509](#) of Official Records.  
To:                   the North, South and West 30 feet
6. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on a survey plat entitled "Plat of A.L.T.A. Survey," dated (not set out), prepared by James D. Feiro:
  - A. The fact that a "dirt road" crosses said land along the Westerly 6', the Northerly 10 feet, the Easterly 18 feet and the Southerly 20 feet of Parcel 1, the Westerly 30 feet, the Northerly 10', the Easterly 19 feet and the Southerly 17 feet of Parcel 2, the Westerly 30 feet, the Northerly 14 feet, the Easterly 11 feet and the Southerly 10 feet of Parcel 3.
  - B. The fact that a "dirt dike" four feet (more or less) in height encroaches onto the parcel adjoining Parcel 1 on the South.
  - C. The fact that a 3 foot high "chicken wire fence" is located on said land and partially on adjoining land along the Easterly boundary of Parcel 1 and encroaches onto land adjoining on the North. Said chicken wire fence encroaches onto land adjoining Parcel 3 on the Northerly and Easterly boundaries.
  - D. The fact that a 5' high 4 strand barb wire fence encroaches onto the land adjoining Parcel 3 along the Northerly boundary.
7. The terms and provisions contained in the document entitled Water Agreement, executed by and between Fiorella Foundation, a Liechtenstein company and Desert Star Jojobam Inc., a California corporation, recorded December 30, 1987, as Instrument No. [365815](#) of Official Records.



8. Rights of the public in and to that portion of the land lying within any road, street and/or highway.

9. The lack of a right of access to and from the land.

Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.

10. Water rights, claims or title to water, whether or not shown by the public records.

11. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

12. Rights of parties in possession.

**INFORMATIONAL NOTES**

**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

1. Taxes for proration purposes only for the fiscal year 2017-2018.  
First Installment: \$114.82, PAID  
Second Installment: \$114.82, PAID  
Tax Rate Area: 062-000  
APN: 811-180-024-7
2. The property covered by this report is vacant land.
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

#### **7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

#### **SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

#### **8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**



### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.

**March 20, 2018  
Update**



**First American Title Insurance Company  
National Commercial Services**

**666 Third Avenue, 5th Floor  
New York, NY 10017**

March 20, 2018

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111  
Phone: (415)297-4169

Customer Reference:                      Castellanos

Order Number:                              3020-877979

Owner:                                        Antonio Castellanos and Martha Castellanos

Property:                                    Vacant Land / APN: 811-122-001, , CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

**SCHEDULE A**

1. Commitment Date: March 12, 2018 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount  
  
(A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined  
  
(B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
Fee Simple  
  
(B) [Title to said estate or interest at the date hereof is vested in:](#)  
  
Southwest Conservancy III, LLC, a California limited liability company
  
4. The land referred to in this Commitment is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:  
  
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF DESERT CENTER-RICE ROAD, 100 FEET IN WIDTH, AS DECLARED A COUNTY HIGHWAY BY RESOLUTION OF THE RIVERSIDE COUNTY BOARD OF SUPERVISORS, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 27, 1945 AS INSTRUMENT NO. [2957](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.  
  
APN: 811-122-001-6

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): 5
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other: None

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction



- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.
  
- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. A right of way for ditches and canals as reserved by the United States of America in the patent recorded January 22, 1963 as Instrument No. [7427](#) of Official Records.
4. An easement for war department right-of-way and incidental purposes, recorded January 22, 1963 as Instrument No. [7427](#) of Official Records.  
In Favor of: The United States of America  
Affects: as described therein
5. A Deed of Trust to secure an original indebtedness of \$10,000.00 recorded June 12, 1981 as Instrument No. [108807](#) of Official Records.  
Dated: May 12, 1981  
Trustor: Kenneth E. Statler and Mary E. Statler, Husband and Wife  
Trustee: Bank of America National Trust and Savings Association, a national banking association  
Beneficiary: Arlo H. Campbell, a widow as to undivided one-half interest; and Edward Maginnis and Rose Maginnis, Husband and Wife, as to an undivided one-half interest, as tenants in common
6. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as Antonio Castellanos and Martha Castellanos. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
7. Rights of the public in and to that portion of the land lying within any road, street and/or highway.
8. Water rights, claims or title to water, whether or not shown by the public records.
9. Rights of parties in possession.
10. An option in favor of IP Land Holdings, LLC, a Delaware limited liability company as contained in or disclosed by a document recorded January 02, 2018 as Instrument No. 2018-0000025 of Official Records.

**INFORMATIONAL NOTES**

**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

1. Taxes for proration purposes only for the fiscal year 2017-2018.

First Installment:                 \$41.25, PAID  
Second Installment:               \$41.25, PAID  
Tax Rate Area:                     062-000  
APN:                                 811-122-001-6

2. The property covered by this report is vacant land.

3. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded December 29, 2017 as Instrument No. [2017-0549715](#) of Official Records.  
From: Martha Castellanos  
To: Southwest Conservancy III, LLC, a California limited liability company

4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.



**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

February 12, 2018

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111  
Phone: (415)297-4169

Customer Reference: Chuckwalla

Order Number: 890943-1

Property: , , CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

### SCHEDULE A

1. Commitment Date: February 01, 2018 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount  
  
(A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined  
  
(B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
FEE  
  
(B) [Title to said estate or interest at the date hereof is vested in:](#)  
  
Chuckwalla Valley Associates, LLC, a California limited liability company
  
4. The land referred to in this Commitment is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:  
  
PARCEL 1:  
  
THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN, ALSO THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, SAID TOWNSHIP AND RANGE; ALSO THE EASTERLY RECTANGULAR 1100 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, SAID TOWNSHIP AND RANGE; ALSO THE EASTERLY RECTANGULAR 1100 FEET OF THE SOUTHEAST 1/4 OF SECTION 5, SAID TOWNSHIP AND RANGE, EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4, ALSO EXCEPTING THEREFROM THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 5.  
  
PARCEL 2:  
  
THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN.  
  
APN: 811-122-009-4 (Affects: Portion of Parcel 1)  
811-130-010-9 (Affects: Portion of Parcel 1)  
811-142-015-1 (Affects: Portion of Parcel 1)



811-150-002-4 (Affects: Portion of Parcel 1)  
811-150-004-6 (Affects: Parcel 2)

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): 15 through 17
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other: None

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction

- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.
  
- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$144.07, PAID
Penalty:	\$0.00
Second Installment:	\$144.07, OPEN
Penalty:	\$0.00
Tax Rate Area:	062-000
A. P. No.:	811-122-009-4

(Affects Portion of Parcel 1)

3. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$35.98, PAID
Penalty:	\$0.00
Second Installment:	\$35.98, OPEN
Penalty:	\$0.00
Tax Rate Area:	062-000
A. P. No.:	811-130-010-9

(Affects Portion of Parcel 1)

4. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$60.01, PAID
Penalty:	\$0.00
Second Installment:	\$60.01, OPEN
Penalty:	\$0.00
Tax Rate Area:	062-000
A. P. No.:	811-142-015-1

(Affects Portion of Parcel 1)

5. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment: \$72.01, PAID  
Penalty: \$0.00  
Second Installment: \$72.01, OPEN  
Penalty: \$0.00  
Tax Rate Area: 062-000  
A. P. No.: 811-150-002-4

(Affects Portion of Parcel 1)

6. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment: \$35.98, PAID  
Penalty: \$0.00  
Second Installment: \$35.98, OPEN  
Penalty: \$0.00  
Tax Rate Area: 062-000  
A. P. No.: 811-150-004-6

(Affects Parcel 2)

7. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

8. The effect of a map purporting to show the land and other property, filed [Book 12, Page 81](#) of Record of Surveys.

9. An easement for utilities and incidental purposes, recorded March 05, 1946 as [Book 715, Page 556](#) of Official Records.

In Favor of: United States of America  
Affects: as described therein

10. Covenants, conditions, restrictions and easements in the document recorded September 22, 1965 as Instrument No. [108806](#) of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

11. An easement for public road, public utility, public service uses and incidental purposes, recorded October 20, 1965 as Instrument No. [1965-119997](#), June 8, 1967 as Instrument No. [49575](#), June 15, 1967 as Instrument No. [67-51766](#), all of Official Records.

In Favor of: Kelly F. Naples et al.  
Affects: as described therein

12. An easement for utilities and incidental purposes, recorded October 29, 1985 as Instrument No. [243629](#) of Official Records.

In Favor of: Southern California Edison Company, a Corporation  
Affects: as described therein

13. The fact that the land lies within the boundaries of the Redevelopment Project Airports - 1988, as disclosed by the document recorded December 27, 1988 as Instrument No. [380562](#) of Official Records.
  
14. Easements, Covenants and Conditions contained in the deed from The Redevelopment Agency for the County of Riverside ("RDA"), a public body, corporate and politic, as Grantor, to Chuckwalla Valley Associates, LLC, a California limited liability company, as Grantee, recorded December 13, 2006 as Instrument No. [2006-0913982](#) of Official Records. Reference being made to the document for full particulars.
  
15. A deed of trust to secure an original indebtedness of \$4,280,914.00 recorded December 23, 2011 as Instrument No. [2011-0569435](#) of Official Records.  
Dated: September 01, 2011  
Trustor: Chuckwalla Valley Associates LLC, a California Limited Liability Company  
Trustee: Fidelity National Title Company, a California Corporation  
Beneficiary: Guy H. Evans and Malia Evans, Co-Trustees of The Evans Living Trust U/A Dated April 18, 1995  
  
Affects: The land and other property.
  
16. A deed of trust to secure an original indebtedness of \$2,226,252.00 recorded December 23, 2011 as Instrument No. [2011-0569436](#) of Official Records.  
Dated: September 01, 2011  
Trustor: Chuckwalla Valley Associates LLC, a California Limited Liability Company  
Trustee: Fidelity National Title Company, a California Corporation  
Beneficiary: Guy H. Evans and Malia Evans, Co -Trustees of The Evans Living Trust U/A Dated April 18, 1995  
  
Affects: The land and other property.
  
17. A deed of trust to secure an original indebtedness of \$1,780,000.00 recorded December 23, 2011 as Instrument No. [2011-0569437](#) of Official Records.  
Dated: September 01, 2011  
Trustor: Chuckwalla Valley Associates LLC, a California Limited Liability Company  
Trustee: Fidelity National Title Company, a California Corporation  
Beneficiary: Metroplex Ventures, LLC, a California limited liability company  
  
Affects: The land and other property.
  
18. The lack of a right of access to and from the land.  
  
Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.
  
19. Rights of the public in and to that portion of the land lying within any road, street and/or highway.

20. Water rights, claims or title to water, whether or not shown by the public records.
21. Rights of parties in possession.

<b>INFORMATIONAL NOTES</b>
----------------------------

**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**



## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

expenses that arise by reason of:

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

#### 14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### SCHEDULE B

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

1. (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.

#### 15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.

**February 21, 2018  
Update**



**First American Title Insurance Company  
National Commercial Services  
666 Third Avenue, 5th Floor  
New York, NY 10017**

February 21, 2018

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111  
Phone: (415)297-4169

Customer Reference: Luthi

Order Number: 3020-889581

Property: Vacant Land, , CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

### SCHEDULE A

1. Commitment Date: February 13, 2018 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount
  - (A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined
  
  - (B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
FEE  
  
(B) [Title to said estate or interest at the date hereof is vested in:](#)  
  
CP land Holdings, LLC, a California limited liability company
  
4. The land referred to in this Commitment is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:  
  
THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.  
  
APN: 811-142-006-3

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other: None

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.  
  
The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction

- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.
  
- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2017-2018.  
First Installment: \$120.79, PAID  
Penalty: \$0.00  
Second Installment: \$120.79, OPEN  
Penalty: \$0.00  
Tax Rate Area: 062-000  
A. P. No.: 811-142-006-3
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. A right of way for ditches and canals as reserved by the United States of America in the patent recorded December 29, 1958 in [Book 2387 of Patents, Page 265](#).
5. The lack of a right of access to and from the land.  
  
Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.
6. Water rights, claims or title to water, whether or not shown by the public records.
7. Rights of the public in and to that portion of the land lying within any road, street and/or highway.
8. Rights of parties in possession.



**INFORMATIONAL NOTES**

**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded February 16, 2018 as Instrument No. [2018-0060489](#) of Official Records.

From: Thomas F. Luthi, Trustee of The Thomas F. Luthi Revocable Trust  
Created by Instrument Dated May 22, 2012

To: CP land Holdings, LLC, a California limited liability company

3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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



expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.



**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

September 13, 2017

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111  
Phone: (415)297-4169

Customer Reference: Rice Road (140.14 Acres)

Order Number: 3020-869116CA2

Property: Rice Road (140.14 Acres), Desert Center, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

### SCHEDULE A

1. Commitment Date: September 01, 2017 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount  
  
(A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Leasehold Owner Policy  
  
Proposed Insured:  
  
LLC to be Formed  
  
(B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
Fee  
  
(B) [Title to said estate or interest at the date hereof is vested in:](#)  
  
Transito A. Castellanos and Martha L. Castellanos, Trustees of the Transito and Martha Castellanos Living Trust dated July 12, 2013, and any amendments thereto
  
4. The land referred to in this Commitment is situated in the City of Desert Center, County of Riverside, State of California, and is described as follows:  
  
THAT PORTION OF SECTION 5, TOWNSHIP 5, SOUTH RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:  
  
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE WESTERLY ALONG THE MID-SECTION LINE OF SAID SECTION 5 TO THE SOUTHEASTERLY LINE OF THE DESERT CENTER RICE ROAD, AS SHOWN BY RECORD OF SURVEY ON FILE IN [BOOK 12, PAGE 81](#) OF RECORDS OF SURVEY, RECORDS RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO A LINE PARALLEL WITH AND 300 FEET EASTERLY MEASURED AT RIGHT ANGLE FROM THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 5; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A POINT ON THE SOUTH LINE OF SAID SECTION 5; THENCE EASTERLY ALONG SAID SOUTH LINE, TO A LINE THAT IS PARALLEL WITH AND 1100 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE WESTERLY ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE NORTHERLY TO THE POINT OF BEGINNING.

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): 4, 5 and 6
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

With respect to the trust referred to in the vesting:

- a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
- b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction
  
- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.



- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. A Resolution Establishing Watershed Benefit Assessment Areas Which Provides For The Issuing Of Bonds And The Levying Of A Special Tax To Pay The Interest And Principal Payments On Such Bonds Upon The Herein Described Property, Recorded June 10, 1991 As Instrument Nos. [193749](#), [193750](#) And [193751](#) all Of Official Records Of Riverside County, California.
4. A deed of trust to secure an original indebtedness of \$42,000.00 recorded December 17, 1999 as Instrument No. [1999-0545990](#) of Official Records.

Dated: October 13, 1999  
Trustor: Transito Castellanos And Martha L. Castellanos, Husband And Wife  
Trustee: Hacienda Escrow Corporation, A California Corporation  
Beneficiary: Soaring Vista Properties, Inc., A MARYLAND CORPORATION

Affects: The land and other property.

5. A judgment for child, family or spousal support, a certified copy of which recorded August 15, 2005 as Instrument No. [2005-0664713](#) of Official Records.  
Court: Superior Court of California, County of San Bernardino  
Case No.: RDA042269  
Debtor: Martha L Castellanos  
Creditor: San Bernardino Department of Child Support Services
6. A judgment for child, family or spousal support, a certified copy of which recorded March 03, 2011 as Instrument No. [2011-0096559](#) of Official Records.  
Court: Superior Court of California, County of San Bernardino  
Case No.: RDARS042269  
Debtor: Martha L Castellanos  
Creditor: San Bernardino Department of Child Support Services
7. Water rights, claims or title to water, whether or not shown by the public records.

8. Rights of the public in and to that portion of the land lying within any road, street and/or highway.
9. Rights of parties in possession.

<b>INFORMATIONAL NOTES</b>
----------------------------

1. Taxes for proration purposes only for the fiscal year 2016-2017.  
First Installment: \$682.21, PAID  
Second Installment: \$682.21, PAID  
Tax Rate Area: 062-000  
APN: 811-122-002-7
  
2. The property covered by this report is vacant land.
  
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
  
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.



**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

February 21, 2018

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111  
Phone: (415)297-4169

Customer Reference: Vacant Land/APN 811-180-013

Order Number: 3020-892965

Property: APN 811-180-013, Palm Desert, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.



### SCHEDULE A

1. Commitment Date: February 13, 2018 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount  
  
(A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined  
  
(B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
Fee Simple  
  
(B) [Title to said estate or interest at the date hereof is vested in:](#)  
  
RNI-NV, Limited Partnership
  
4. The land referred to in this Commitment is situated in the Unincorporated area of , County of Riverside, State of California, and is described as follows:  
  
THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH,  
RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN.  
  
APN: 811-180-013-7

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

A deed from the spouse of any married vestee herein be recorded in the public records, or the joinder of the spouse of any married vestee named herein on any conveyance, encumbrance or lease to be executed by the vestee.

The deed should contain the following statement:

"It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property."

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction
  
- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.

- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The effect of a Declaration of Dedication dated January 23, 1980, executed by Vernon C. Brown and Harriett Brown, husband and wife, purporting to irrevocably dedicate in perpetuity for public road purposes, public utility and public service uses, the property described therein, recorded February 1, 1980 as Instrument No. [21790](#) of Official Records of Riverside County, California.
4. A lease dated December 01, 1981, executed by William Kellen, Trustee under Sterling Trust, dated 7/15/80 as lessor and U.S. Agri Research and Development Corporation as lessee, recorded June 24, 1986 as Instrument No. [146302](#) of Official Records.

Affects: The land and other property.

Said Lease, among other things, provides for an option to purchase.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

5. The terms, provisions and easement(s) contained in the document entitled "Irrevocable Grant of Water Basement, Water Use Agreement, and Deed of Water Rights" recorded November 06, 1991 as Instrument No. [385526](#) of Official Records.
6. The effect of a document entitled "Option to Purchase", recorded April 28, 1994 as Instrument No. [176595](#) of Official Records.
7. Rights of the public in and to that portion of the land lying within any road, street and/or highways.
8. The lack of a right of access to and from the land.

Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.

9. Any right, title or interest of the spouse or domestic partner (if any) of any vestee herein.

10. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
11. Water rights, claims or title to water, whether or not shown by the public records.
12. Rights of parties in possession.

**INFORMATIONAL NOTES**

**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

1. Taxes for proration purposes only for the fiscal year 2017-2018.  
First Installment: \$289.22, PAID  
Second Installment: \$289.22, PAID  
Tax Rate Area: 062-000  
APN: 811-180-013-7
2. The property covered by this report is vacant land.
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.





## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

#### **7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

#### **SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

#### **8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.





**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

August 10, 2017

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111  
Phone: (415)297-4169

Customer Reference: Apollo Venture Partnership

Order Number: 3020-864103

Property: 23405 Rice Road, Desert Center, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

### SCHEDULE A

1. Commitment Date: August 01, 2017 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount  
  
(A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined  
  
(B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
Fee as to Parcel 1, an Easement as to Parcel 2  
  
(B) [Title to said estate or interest at the date hereof is vested in:](#)  
  
Apollo Venture Partnership, LLC, A California Limited Liability Company
  
4. The land referred to in this Commitment is situated in the Unincorporated Area , County of Riverside, State of California, and is described as follows:  
  
PARCEL 1:  
  
LOTS 1 AND 2 OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT SURVEY THEREOF.  
  
PARCEL 2:  
  
AN EASEMENT FOR WELL SITE OVER, UNDER, ALONG AND ACROSS THAT PORTION OF PARCEL 32 OF PARCEL MAP NO. 15617, AS SHOWN BY PARCEL MAP ON FILE IN [BOOK 83 PAGES 47 THROUGH 50](#), INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:  
  
COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 32; THENCE ALONG THE SOUTHERLY LINE THEREOF, NORTH 88 DEGREES 36' 15" EAST, 42.31 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE LEAVING SAID SOUTHERLY LINE, NORTH 01 DEGREES 23' 45" WEST, 69.80 FEET;  
THENCE NORTH 88 DEGREES 36' 15" EAST, 86.00 FEET;  
THENCE SOUTH 01 DEGREES 23' 45" EAST, 69.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 32;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 88 DEGREES 36' 15" WEST, 86.00 FEET TO  
THE TRUE POINT OF BEGINNING.

APN: 807-191-004-2

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other: None

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction

- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.
  
- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. A right of way for ditches and canals as reserved by the United States of America in the patent recorded February 28, 1963 as Instrument No. [20509](#) of Official Records .
4. A right of way for ditches and canals as reserved by the United States of America in the patent recorded September 26, 1967 as Instrument Nos. [84779](#) And [84780](#) Both of Official Records .
5. An easement for Ingress, Egress, Road And Utilities and incidental purposes, recorded July 05, 1979 as Instrument No. [139967](#) of Official Records.  
In Favor of: JKCB Corporation, A California Corporation  
Affects: as described therein
6. An easement for Ingress, Egress, Road and Utility Purposes and incidental purposes, recorded July 05, 1979 as Instrument No. [139969](#) of Official Records.  
In Favor of: J.K.C.B Corporation, A California Corporation  
Affects: as described therein
7. Rights of the public in and to that portion of the land lying within any road, street and/or highway.
8. The lack of a right of access to and from the land.  
  
Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
11. Rights of parties in possession.



**INFORMATIONAL NOTES**

1. Taxes for proration purposes only for the fiscal year 2016-2017.  
First Installment: \$2,165.25, PAID  
Second Installment: \$2,165.25, PAID  
Tax Rate Area: 062-000  
APN: 807-191-004-2
  
2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial known as 23405 Rice Road, Desert Center, CA.
  
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
  
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

#### **7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

#### **SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

#### **8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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



expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

- 1. (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.



**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

April 28, 2017

Seth Israel  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111

Customer Reference: 25850 Rice Road

Order Number: 3020-847921

Owner: OM P. Garg

Property: Vacant, Blythe, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

### SCHEDULE A

1. Commitment Date: April 24, 2017 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount  
  
(A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined  
  
(B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
FEE  
  
(B) Title to said estate or interest at the date hereof is vested in:  
  
OM P. GARG, A MARRIED MAN
  
4. The land referred to in this Commitment is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:  
  
LOTS 1 AND 2 OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN, EXCEPTING THEREFROM THAT PORTION LYING IN THE COUNTY HIGHWAY, 100 FEET WIDE, AS DESIGNATED BY RESOLUTION OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS FILED FOR RECORD MARCH 27, 1945 AS INSTRUMENT NO. 2957. ALSO EXCEPTING THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY HIGHWAY. ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 53'30" WEST, ON THE SOUTH LINE OF SAID SECTION 7, 200 FEET, THENCE NORTH 01 DEGREES 06'30" WEST, 598.43 FEET; THENCE NORTH 44 DEGREES 35'35" WEST, 1880.40 FEET TO THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, AS SHOWN ON RECORD OF SURVEY ON FILE IN [BOOK 12, PAGE 81](#) OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, THENCE SOUTH 45 DEGREES 30'00" WEST ON THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, 350 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING, SOUTH 45 DEGREES 30'00" WEST, 600 FEET; THENCE SOUTH 44 DEGREES 06'00" EAST 300 FEET; THENCE NORTH 45 DEGREES 30'00" EAST, 600 FEET; THENCE NORTH 44 DEGREES 06'00" WEST 300 FEET TO THE TRUE POINT OF BEGINNING.

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

A deed from the spouse of any married vestee herein be recorded in the public records, or the joinder of the spouse of any married vestee named herein on any conveyance, encumbrance or lease to be executed by the vestee.

The deed should contain the following statement:

"It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property."

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction
  
- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.



- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. A right of water line and patrol road over said property, granted to Southern Counties Gas Company and Southern California Gas Company, by Bureau of Land Management on November 21, 1952, under Serial No. [098376](#), as disclosed by Records of Bureau of Land Management, Riverside, California.
4. An easement for public utilities and incidental purposes in the document recorded August 28, 1957 as Instrument No. [62579](#) of Official Records.
5. An easement for public utilities and incidental purposes in the document recorded August 28, 1957 as Instrument No. [62581](#) of Official Records.
6. An easement for public utilities and incidental purposes in the document recorded September 19, 1957 as Instrument No. [67559](#) of Official Records.
7. An easement for public utilities and incidental purposes in the document recorded September 19, 1957 as Instrument No. [67561](#) of Official Records.
8. An easement for public utilities and incidental purposes in the document recorded June 20, 1958 as Instrument No. [44258](#) of Official Records.
9. Provisions as recited in the Patent from the United States of America to Edith E. Brown, filed for record December 13, 1960 as Instrument No. [105231](#), as follows: Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and also, a right of way for ditches or canals constructed by authority of the United States as reserved in said Patent.
10. An easement for public utilities and incidental purposes in the document recorded April 15, 1966 as Instrument No. [39775](#) of Official Records.
11. The sufficiency and validity of the proceeding leading up to and including the tax collector's deed or sheriff's deed to OM P. GARG, A MARRIED MAN.

In order for the company to be in a position to omit this exception from further title evidence, it will be necessary to obtain a final decree quieting title to the land in the vestee herein, and

against: the last record owner of this land, any one claiming through him, any liens or encumbrances, whose interests were divested by virtue of such tax sale.

12. The effect of a deed given by the county tax collector upon sale of tax-defaulted property pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, recorded May 03, 2006 as Instrument No. [2006-0321690](#) of Official Records.

We will require the recording of a deed from WHITEHOUSE, JAMES S TR & TOZZER, PATRICIA A TR & PLANTZ, THERESA A & CURTY, JAMES TR & MYRTLE W TR & WOLNISTY, CARL TR & MCCOY, HAROLD W TR & PEGGY C TR & LASAGNA, ROBERT J TR & CATHERINE M TR & MATHEW, ELAVUMKEL JOSEPH & MOONJALY ROSY & MCCOY, CARL L TR & HINDMAN, KENNETH W TR & MARIE E TR or the recording of a certified copy of a satisfactory final, unappealable judgment quieting title.

13. An easement for the transportation of water and electricity over, under, through, along and together with the reasonable right of ingress and egress, and the right to construct and maintain a 30-foot wide access road and incidental purposes, recorded August 26, 2008 as Instrument No. [2008-0468971](#) of Official Records.

In Favor of: Southern California Gas Company, a California corporation  
Affects: As described therein

14. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
15. Water rights, claims or title to water, whether or not shown by the public records.
16. Rights of the public in and to that portion of the land lying within any road, street and/or highway.
17. Any right, title or interest of the spouse or domestic partner (if any) of any vestee herein.
18. Rights of parties in possession.

**INFORMATIONAL NOTES**

1. Taxes for proration purposes only for the fiscal year 2016-2017.  
First Installment: \$1,001.19, PAID  
Second Installment: \$1,001.19, PAID  
Tax Rate Area: 062-000  
APN: 811-260-013-4
  
2. The property covered by this report is vacant land.
  
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
  
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.



**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

May 11, 2017

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111  
Phone: (415)297-4169

Order Number: 3020-850116

Property: Situs Unavailable, Desert Center, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.



### SCHEDULE A

1. Commitment Date: May 04, 2017 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount  
  
(A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined  
  
(B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
FEE  
  
(B) Title to said estate or interest at the date hereof is vested in:  
  
COCOPAH NURSERIES, INC., A CALIFORNIA CORPORATION
  
4. The land referred to in this Commitment is situated in the City of Desert Center, County of Riverside, State of California, and is described as follows:  
  
PARCEL 1:  
  
THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 17 EAST, SAN BERNARDINO BASE AND MERIDIAN; AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 17 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL JULY 12, 1856.  
  
PARCEL 2:  
  
THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 17 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL JULY 12, 1856.  
  
APN: 810-110-001-2 (Affects : Parcel 1)  
810-110-006-7 (Affects : Parcel 2)

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): 5 and 7
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other: None

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction

- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.
  
- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. A right of way for ditches and canals as reserved by the United States of America in the patent recorded August 06, 1964 as Instrument No. [96555](#) of Official Records.  
  
(Affects Parcel 1)
4. A right of way for ditches and canals as reserved by the United States of America in the patent recorded August 06, 1964 as Instrument No. [96556](#) of Official Records.  
  
(Affects Parcel 2)
5. A deed of trust to secure an original indebtedness of \$400,000.00 recorded June 11, 2003 as Instrument No. [2003-427416](#) of Official Records.

Dated:	May 22, 2003
Trustor:	Cocopah Nurseries, Inc., a California Corporation
Trustee:	Joyceco Financial Services, Inc., a California Corporation
Beneficiary:	Stanley W. Spilman and Callie Spilman, husband and wife as joint tenants

A document recorded October 23, 2015 as Instrument No. [2015-0466766](#) of Official Records provides that Callie Spilman was substituted as trustee under the deed of trust.

The effect of a document entitled "Substitution of Trustee and Deed of Reconveyance", recorded October 23, 2015 as Instrument No. [2015-0466766](#) of Official Records .

Note: The Company will require satisfactory proof of full payment of the debt secured by said mortgage or deed of trust prior to removing this exception or insuring the contemplated transaction.

6. The effect of a map purporting to show the land and other property, filed in [Book 126, Page 11](#) of Record of Surveys.

7. A deed of trust to secure an original indebtedness of \$3,750,000.00 recorded November 08, 2013 as Instrument No. [2013-0533478](#) of Official Records.

Dated: October 31, 2013  
Trustor: Cocopah Nurseries, Inc., a California corporation  
Trustee: Fidelity National Title Company  
Beneficiary: The Alison Company, a California corporation

Affects: The land and other property.

A document recorded September 01, 2015 as Instrument No. [2015-0390540](#) of Official Records provides that The Alison Company, a California corporation was substituted as trustee under the deed of trust.

The Deed of Trust/Mortgage was Partially reconveyed as to Property described in a Partial Reconveyance by instrument recorded September 01, 2015 under recording no. [2015-0390540](#).

A document recorded June 13, 2016 as Instrument No. [2016-0240562](#) of Official Records provides that The Alison Company, a California corporation was substituted as trustee under the deed of trust.

The Deed of Trust/Mortgage was Partially reconveyed as to Lot 4 of Tract 25804-1 by instrument recorded June 13, 2016 under recording no. [2016-0240562](#).

8. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

9. Rights of the public in and to that portion of the land lying within "any road, street and/or highway".

10. The lack of a right of access to and from the land.

Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.

11. Water rights, claims or title to water, whether or not shown by the public records.

12. Rights of parties in possession.

**INFORMATIONAL NOTES**

1. Taxes for proration purposes only for the fiscal year 2016-2017.  
First Installment: \$4,421.03, PAID  
Second Installment: \$4,421.03, PAID  
Tax Rate Area: 062-000  
APN: 810-110-001-2

(Affects Parcel 1)

2. Taxes for proration purposes only for the fiscal year 2016-2017.  
First Installment: \$1,214.73, PAID  
Second Installment: \$1,214.73, PAID  
Tax Rate Area: 062-000  
APN: 810-110-006-7

(Affects Parcel 2)

3. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as Situs Unavailable, Desert Center, CA.
4. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
5. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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



**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

#### **7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

#### **SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

#### **8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.



**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

April 25, 2017

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111

Order Number: 3020-847296

Owner: Robert R. Freedlander

Property: Vacant Land/ APN: 811-170-007, 811-170-008, 811-170-009, ,  
CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*



**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

**SCHEDULE A**

1. Commitment Date: April 19, 2017 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount  
  
(A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined  
  
(B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
FEE  
  
(B) Title to said estate or interest at the date hereof is vested in:  
  
Robert R. Freedlander, a married man as his sole and separate property
  
4. The land referred to in this Commitment is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:  
  
PARCEL 1:  
  
THE MOST NORTHERLY RECTANGULAR ONE-THIRD (THE SOUTHERLY LINE OF SAID PARCEL BEING PARALLEL WITH THE NORTHERLY LINE THEREOF) OF THE MOST WESTERLY RECTANGULAR ONE-THIRD OF THE SOUTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN.  
  
PARCEL 2:  
  
THE MOST NORTHERLY RECTANGULAR TWO-THIRDS (THE SOUTHERLY LINE OF SAID PARCEL BEING PARALLEL WITH THE NORTHERLY LINE THEREOF) OF THE MOST WESTERLY RECTANGULAR ONE-THIRD OF THE SOUTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN.  
  
EXCEPTING THEREFROM THE MOST NORTHERLY RECTANGULAR ONE-THIRD (THE SOUTHERLY LINE OF SAID PARCEL BEING PARALLEL WITH THE NORTHERLY LINE THEREOF) OF THE SAID MOST WESTERLY RECTANGULAR ONE-THIRD OF THE SOUTH HALF OF SAID SECTION 17, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN.  
  
PARCEL 3:

MOST OF THE SOUTHERLY RECTANGULAR ONE-THIRD AND THE NORTHERLY LINE OF SUCH PARCEL TO BE PARALLEL WITH THE SOUTH LINE THEN OF THE MOST WESTERLY RECTANGULAR ONE-THIRD OF THE SOUTH ONE-HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN.

APNs:

- 811-170-007-1 (Affects Parcel 2)
- 811-170-008-2 (Affects Parcel 3)
- 811-170-009-3 (Affects Parcel 1)

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): 5, 6 and 7
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other: None

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction

- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.
  
- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. A right of way for ditches and canals as reserved by the United States of America in the patent recorded April 24, 1956 in [Book 1901 of Patents, Page 251](#).
4. An easement for ingress to and egress from transmission lines and circuits and incidental purposes in the document recorded July 17, 1957 as [Book 2120, Page 159](#) of Official Records.

The location of the easement cannot be determined from record information.

5. A deed of trust to secure an original indebtedness of \$10,000.00 recorded May 02, 1979 as Instrument No. [88569](#) of Official Records.

Dated: March 29, 1979  
Trustor: Randall Glen Ramos and Miriam Bonnie Ramos, husband and wife, as community property  
Trustee: United California Bank, a California corporation  
Beneficiary: Inez D. Helms, a single woman

(Affects Parcel 2)

A document recorded February 14, 1983 as Instrument No. [27536](#) of Official Records provides that Cimarron Service Corporation, a California corporation was substituted as trustee under the deed of trust.

6. A deed of trust to secure an original indebtedness of \$10,000.00 recorded July 25, 1979 as Instrument No. [155969](#) of Official Records.

Dated: April 06, 1979  
Trustor: Randall Glen Ramos and Miriam Bonnie Ramos, husband and wife, as community property  
Trustee: United California Bank, a California corporation  
Beneficiary: Vernon L. Paine and Christine Paine, husband and wife

(Affects Parcel 1)

A document recorded February 14, 1983 as Instrument No. [27538](#) of Official Records provides that Cimarron Service Corporation, a California corporation was substituted as trustee under the deed of trust.

7. A deed of trust to secure an original indebtedness of \$10,000.00 recorded August 03, 1979 as Instrument No. [163664](#) of Official Records.

Dated:	March 26, 1979
Trustor:	George Fitzpatrick & Candace S. Fitzpatrick, husband and wife as joint tenants
Trustee:	Western Mutual Corporation, a California corporation
Beneficiary:	Floyd M. Paine, a widower

(Affects Parcel 3)

The beneficial interest in the Deed of Trust was assigned to Maurice P. Brotherton and M. Lucille Brotherton, husband and wife as joint tenants by mesne instruments of record, the last of which recorded November 02, 1982 as Instrument No. [190009](#) of Official Records

8. Rights of the public in and to that portion of the land lying within any road, street and/or highway.
9. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
10. Water rights, claims or title to water, whether or not shown by the public records.
11. Rights of parties in possession.



<b>INFORMATIONAL NOTES</b>
----------------------------

1. Taxes for proration purposes only for the fiscal year 2016-2017.  
First Installment: \$150.14, PAID  
Second Installment: \$150.14, PAID  
Tax Rate Area: 062-000  
APN: 811-170-007-1

(Affects Parcel 2)

2. Taxes for proration purposes only for the fiscal year 2016-2017.  
First Installment: \$150.14, PAID  
Second Installment: \$150.14, PAID  
Tax Rate Area: 062-000  
APN: 811-170-008-2

(Affects Parcel 3)

3. Taxes for proration purposes only for the fiscal year 2016-2017.  
First Installment: \$150.14, PAID  
Second Installment: \$150.14, PAID  
Tax Rate Area: 062-000  
APN: 811-170-009-3

(Affects Parcel 1)

4. The property covered by this report is vacant land.
5. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

6. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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



expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.



**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

October 27, 2017

Seth Israel  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111

Customer Reference: Northstar Capital Development

Order Number: 3020-876235

Property: 25250 Rice Road, Desert Center, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

### SCHEDULE A

1. Commitment Date: October 17, 2017 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount
  - (A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined
  
  - (B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
Fee  
  
(B) Title to said estate or interest at the date hereof is vested in:  
  
Northstar Capital Development, LLC, subject to exception No. 5.
  
4. The land referred to in this Commitment is situated in the Unincorporated Area of County of Riverside, State of California, and is described as follows:  
  
THAT PORTION OF THE NORTH HALF OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN, LYING SOUTH AND SOUTHEAST OF THE SOUTHEASTERLY LINE OF THE COUNTY HIGHWAY, 100 FEET WIDE AS DESIGNATED BY RESOLUTION OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS FILED FOR RECORD MARCH 27, 1945 AS INSTRUMENT NO. [2957](#).  
  
APN: 811-142-005-2

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction

- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.
  
- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.



## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2017-2018.  
First Installment: \$790.05, OPEN  
Penalty: \$0.00  
Second Installment: \$790.05, OPEN  
Penalty: \$0.00  
Tax Rate Area: 062-000  
A. P. No.: 811-142-005-2
  
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
  
3. An easement for either or both pole lines, conduits or underground facilities and incidental purposes, recorded August 28, 1957 as [Book 2140, Page 177](#) of Official Records.  
In Favor of: California Electric Power Company  
Affects: As described therein  
  
The location of the easement cannot be determined from record information.
  
4. An easement for either or both pole lines, conduits or underground facilities and incidental purposes, recorded September 19, 1957 as [Book 2150, Page 371](#) of Official Records.  
In Favor of: California Electric Power Company  
Affects: As described therein
  
5. The sufficiency and validity of the proceeding leading up to and including the tax collector's deed or sheriff's deed to Northstar Capital Development, LLC.  
  
In order for the company to be in a position to omit this exception from further title evidence, it will be necessary to obtain a final decree quieting title to the land in the vestee herein, and against: the last record owner of this land, any one claiming through him, any liens or encumbrances, whose interests were divested by virtue of such tax sale.
  
6. An option in favor of Chuckwalla Greenworks LLC, a Delaware Limited Liability Company as contained in or disclosed by a document recorded September 08, 2011 as Instrument No. [2011-0400315](#) of Official Records.
  
7. Water rights, claims or title to water, whether or not shown by the public records.
  
8. Rights of parties in possession.

<b>INFORMATIONAL NOTES</b>
----------------------------

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

#### **7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

#### **SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

#### **8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**



### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.

Updated December  
14, 2017



**First American Title Insurance Company**  
**National Commercial Services**

666 Third Avenue, 5th Floor  
New York, NY 10017

December 08, 2017

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111  
Phone: (415)297-4169

Customer Reference: APN - 811-180-002, 811-180-003, 811-180-004  
and 81

Order Number: 3020-882511

Owner: Philip Hu and Kathryn Hu

Property: Vacant Land/APN: 811-180-002, 811-180-003, 811-180-004,  
and 811-180-005, , CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the  
fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

### SCHEDULE A

1. Commitment Date: November 28, 2017 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount
  - (A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined
  
  - (B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
Fee  
  
(B) [Title to said estate or interest at the date hereof is vested in:](#)  
  
Philip Hu, as to an undivided 50% interest, and Philip Hu, Vivian Hu Shen Catherine Hu Zangrilli,  
as to an undivided 50% interest
  
4. The land referred to in this Commitment is situated in the unincorporated area of the County of  
Riverside, State of California, and is described as follows:  
  
PARCEL NO. I:  
  
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER  
OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND  
MERIDIAN;  
  
EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:  
  
A STRIP OF LAND 100 FEET IN WIDTH LYING 50 FEET ON EACH SIDE OF THE FOLLOWING  
DESCRIBED CENTER LINE;  
  
BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 16, 1,155.00 FEET NORTH OF  
THE SOUTHWEST CORNER OF SAID SECTION 16;  
THENCE SOUTH 61 DEG. 25' 14" EAST, 2505.00 FEET, MORE OR LESS, TO A POINT ON THE  
SOUTH LINE OF SAID SECTION 16;  
  
ALSO EXCEPTING THEREFROM ALL OIL, GAS, OILSHALE, COAL, PHOSPHATE, SODIUM, GOLD,  
SILVER AND ALL OTHER MINERAL DEPOSITS AS RESERVED BY THE STATE OF CALIFORNIA  
RECORDED SEPTEMBER 4, 1958 AS INSTRUMENT NO. [63596](#).

PARCEL II:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ONE -SIXTEENTH OF ALL COAL, OIL, GAS, AND OTHER MINERAL DEPOSITS AS RESERVED BY THE STATE OF CALIFORNIA IN THE PATENT RECORDED NOVEMBER 21, 1936 IN [BOOK 302, PAGE 504](#) OF THE OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED FIFTEEN THIRTY-SECONDS (15/32NDS) INTEREST IN AND TO ALL OIL, GAS AND MINERALS TOGETHER WITH THE RIGHT OF ENTRY UPON SAID LAND AS RESERVED BY CARMEL CANNON IN THE GRANT DEED RECORDED MARCH 20, 1956 AS INSTRUMENT NO. [19805](#).

ALSO EXCEPTING THEREFROM FIFTY PERCENT (50%) OF ALL OIL, GAS, MINERAL URANIUM, AND OTHER HYDROCARBON SUBSTANCES AS RESERVED BY PACIFIC CATTLE COMPANY, A CORPORATION, IN THE DEED RECORDED JULY 21, 1958 AS INSTRUMENT NO. [51857](#).

APN: 811-180-002-7 (Affects: Parcel II), 811-180-003-8 (Affects: Portion of Parcel I), 811-180-004-9 (Affects: Portion of Parcel I) and 811-180-005-0 (Affects: Portion of Parcel I)



## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): 10 and 11
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

A deed from the spouse of any married vestee herein be recorded in the public records, or the joinder of the spouse of any married vestee named herein on any conveyance, encumbrance or lease to be executed by the vestee.

The deed should contain the following statement:

"It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property."

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction
  
- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.

- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$83.43, OPEN
Penalty:	\$0.00
Second Installment:	\$83.43, OPEN
Penalty:	\$0.00
Tax Rate Area:	062-000
A. P. No.:	811-180-002-7

(Affects Parcel II)

2. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$83.43, OPEN
Penalty:	\$0.00
Second Installment:	\$83.43, OPEN
Penalty:	\$0.00
Tax Rate Area:	062-000
A. P. No.:	811-180-003-8

(Affects Portion of Parcel I)

3. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$269.50, OPEN
Penalty:	\$0.00
Second Installment:	\$269.50, OPEN
Penalty:	\$0.00
Tax Rate Area:	062-000
A. P. No.:	811-180-004-9

(Affects Portion of Parcel I)

4. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$50.94, OPEN
Penalty:	\$0.00
Second Installment:	\$50.94, OPEN
Penalty:	\$0.00
Tax Rate Area:	062-000
A. P. No.:	811-180-005-0

(Affects Portion of Parcel I)

5. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
6. An easement for pipelines and other purposes and incidental purposes in the document recorded March 20, 1956 as [Book 1882, Page 404](#) of Official Records.

The location of the easement cannot be determined from record information.

7. An easement for right of way and incidental purposes, recorded September 4, 1958 as [Book 2327, Page 494](#) of Official Records.

In Favor of: State of California  
Affects: as described therein

The location of the easement cannot be determined from record information.

8. A right of way for ditches and canals as reserved by the United States of America in the patent recorded September 4, 1958 as [Book 2327, page 494](#) of Official Records.
9. The terms and provisions contained in the document entitled "Declaration of Dedication" recorded October 10, 1979 as Instrument No. [214510](#) of Official Records.
10. A deed of trust to secure an original indebtedness of \$169,000.00 recorded June 15, 1984 as Instrument No. [1984-128077](#) of Official Records.

Dated: June 06, 1984  
Trustor: William G. Kellen, Trustee for the Sterling Trust dated July 15, 1980, Eugene C. Pace, an individual, and U.S. Agri-Research and Development Corp., a Nevada corporation  
Trustee: Title Insurance and Trust Company, a California corporation  
Beneficiary: Michael R. Kaplan, M.D. Trustee of the Michael R. Kaplan, M.D., Inc. Retirement Plans Trust, as to 28.40%; Harry Pellman, M.D., Trustee of the Edinger Medical Group Employee Benefit Plan Trust, as to 23.67%; Jerry H. Titel, M.D., and Carol Titel, Trustees of the Jerry H. Titel, M.D., Inc. Retirement Plans Trust, as to 15.39%; Charles E. Osborn, M.D., Trustee of the Charles E. Osborn, M.D., Inc., Retirement Plans Trust, as to 14.79%; Anne O. Sharp, a single woman, as to 11.83%; Kenneth G. Hobbs, Jr., M.D., Trustee of the Kenneth G. Hobbs, Jr., M.D., F.A.C.O.G., a Medical corporation defined benefit Pension Plan Trust, as to 5.92%

(Affects Parcel I)

11. A deed of trust to secure an original indebtedness of \$426,000.00 recorded December 30, 1986 as Instrument No. [1986-335070](#) of Official Records.

Dated: December 29, 1986  
Trustor: U.S. Agri Development Corporation  
Trustee: First American Title Insurance Company, a California corporation  
Beneficiary: William G. Kellen, Trustee for the Sterling Trust dated July 15, 1980

According to the public records, the beneficial interest under the deed of trust was assigned to La Cresta Investment Group #98-3, a limited partnership by assignment recorded September 29, 1988 as Instrument No. [1988-282504](#) of Official Records.

12. An easement for water easement and incidental purposes, recorded November 6, 1991 as Instrument No [385526](#) of Official Records.  
In Favor of: La Cresta Investment Group #98-3, a Limited Partnership  
Affects: as described therein

The location of the easement cannot be determined from record information.

13. Rights of the public in and to that portion of the land lying within any road, street and/or highway.
14. Any right, title or interest of the spouse, if any, of any married vestee herein.
15. The lack of a right of access to and from the land.

Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.

16. Water rights, claims or title to water, whether or not shown by the public records.
17. Rights of parties in possession.

<b>INFORMATIONAL NOTES</b>
----------------------------

ALERT: CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.





## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

#### **7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

#### **SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

#### **8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

- 1. (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.





**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

April 26, 2017

Seth Israel  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111

Customer Reference: 26440 Rice Road

Order Number: 3020-847487

Owner: Raul Lopez

Property: 26440 Rice Road, Desert Center, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

**SCHEDULE A**

1. Commitment Date: April 20, 2017 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount  
  
(A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined  
  
(B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
Fee as to Parcel 1, an Easement as to Parcel 2  
  
(B) Title to said estate or interest at the date hereof is vested in:  
  
RAUL LOPEZ, AN UNMARRIED MAN
  
4. The land referred to in this Commitment is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:  
  
PARCEL 1:  
  
THE NORTHEAST QUARTER AND GOVERNMENT LOTS 1 AND 2 IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, JULY 12, 1856.  
  
PARCEL 2:  
  
A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES OVER THE WEST 30 FEET OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 18 EAST, SAN BERNARDINO BASE AND MERIDIAN.  
  
EXCEPTING THEREFROM THAT PORTION LYING NORTH OF THE SOUTHERLY LINE OF THE COUNTY HIGHWAY, AS DESIGNATED BY RESOLUTION OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS FILED FOR RECORD MARCH 27, 1945, AS INSTRUMENT NO. [2957](#), OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.  
  
APN: 811-170-013-6

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): 9 and 10
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other: None

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction

- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.
  
- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. A right of way for water line and patrol road over said property, granted to Southern Counties Gas Company and Southern California Gas Company, by Bureau of Land Management on November 21, 1952, under Serial No. 098376, as disclosed by records of Bureau of Land Management, Riverside California.
4. An easement for utilities and incidental purposes, recorded September 19, 1957 as Instrument No. [67560](#) of Official Records.  
In Favor of: California Electric Power Company, a Corporation  
Affects: as described therein
5. A right of way for ditches and canals as reserved by the United States of America in the patent recorded September 26, 1962 as Instrument No. [89992](#) of Official Records.
6. An easement for underground electric lines and communication lines and incidental purposes, recorded March 29, 1967 as Instrument No. [26243](#) of Official Records.  
In Favor of: Southern California Edison Company, a Corporation  
Affects: as described therein
7. An easement for pipelines, ingress and egress and incidental purposes, recorded February 6, 1969 as Instrument No. [12060](#) of Official Records.  
In Favor of: Southern California Gas Company, a Corporation and Southern Counties Gas Company of California  
Affects: as described therein
8. An easement for public road and drainage purposes, including public utility and public services purposes and incidental purposes, recorded May 30, 1985 as Instrument No. [85-116292](#) of Official Records.  
In Favor of: County of Riverside  
Affects: as described therein

9. A deed of trust to secure an original indebtedness of \$850,000.00 recorded February 21, 2006 as Instrument No. [06-125130](#) of Official Records.

Dated: February 13, 2006  
Trustor: Benjamin Lugo and Norma Lugo, husband and wife, and Hector E. Santillana and Martha I. Santillana, husband and wife  
Trustee: Fidelity National Title Company, a California Corporation  
Beneficiary: Allen Reames and Maria Reames, Co-Trustees of the Reames of San Agustin Trust dated July 10, 1999

10. A deed of trust to secure an original indebtedness of \$1,100,000.00 recorded February 17, 2017 as Instrument No. [2017-0070925](#) of Official Records.

Dated: December 23, 2016  
Trustor: Raul Lopez, an unmarried man  
Trustee: Arden Escrow Services, Inc  
Beneficiary: Benjamin Lugo and Norma Lugo, husband and wife, and Hector E. Santillana and Martha I. Santillana, husband and wife, all as joint tenants

The above deed of trust states that it is all-inclusive.

11. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
12. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as RAUL LOPEZ. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
13. Rights of the public in and to that portion of the land lying within Any road, street and/or highway.
14. Water rights, claims or title to water, whether or not shown by the public records.
15. Rights of parties in possession.



**INFORMATIONAL NOTES**

1. Taxes for proration purposes only for the fiscal year 2016-2017.  
First Installment: \$4,806.12, PAID  
Second Installment: \$4,806.12, PAID  
Tax Rate Area: 062-000  
APN: 811-170-013-6

The amount(s) must be verified prior to close of escrow.

2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 26440 Rice Road, Desert Center, CA.
3. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded February 17, 2017 as Instrument No. [2017-0070924](#) of Official Records .

From: Benjamin Lugo and Norma Lugo, husband and wife, and Hector E. Santillana and Martha I. Santillana, husband and wife, all as joint tenants

To: Raul Lopez, an unmarried man

4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

#### **7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

#### **SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

#### **8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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



expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. (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.



**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

August 03, 2017

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111  
Phone: (415)297-4169

Order Number: 3020-862806

Property: Riverside County, CA, Multiple parcel numbers,, see deed for  
reference, , CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the  
fundamental principle:

*Customer First!*

**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

### SCHEDULE A

1. Commitment Date: July 25, 2017 at 7:30 A.M.
  
2. Policy or Policies to be issued: Amount  
  
(A) ALTA Owner's Policy \$To Be Determined  
ALTA Standard Owner Policy  
  
Proposed Insured:  
  
To Be Determined  
  
(B) ALTA Loan Policy \$To Be Determined  
To Be Determined  
  
Proposed Insured:  
  
To Be Determined
  
3. (A) The estate or interest in the land described in this Commitment is:  
  
Fee Simple  
  
(B) [Title to said estate or interest at the date hereof is vested in:](#)  
  
VG Devco, LLC, a California limited liability company
  
4. The land referred to in this Commitment is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:  
  
PARCELS 1 THROUGH 32, INCLUSIVE, OF PARCEL MAP 15617 IN THE COUNTY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 83, PAGES 47 THROUGH 50](#), INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RIVERSIDE COUNTY.  
  
APN: 807-680-001-0 (Affects: Parcel 1)  
807-680-002-1 (Affects: Parcel 2)  
807-680-003-2 (Affects: Parcel 3)  
807-680-004-3 (Affects: Parcel 4)  
807-680-005-4 (Affects: Parcel 5)  
807-680-006-5 (Affects: Parcel 6)  
807-680-007-6 (Affects: Parcel 7)  
807-680-008-7 (Affects: Parcel 8)  
807-680-009-8 (Affects: Parcel 9)  
807-680-010-8 (Affects: Parcel 10)  
807-680-011-9 (Affects: Parcel 11)  
807-680-012-0 (Affects: Parcel 12)  
807-680-013-1 (Affects: Parcel 13)  
807-690-001-1 (Affects: Portion of Parcel 14)  
807-690-002-2 (Affects: Portion of Parcel 14)  
807-690-003-3 (Affects: Portion of Parcel 15)  
807-690-004-4 (Affects: Portion of Parcel 15)  
807-690-026-4 (Affects: Parcel 16)

- 807-690-027-5 (Affects: Parcel 17)
- 807-690-028-6 (Affects: Parcel 18)
- 807-690-011-0 (Affects: Portion of Parcel 19)
- 807-690-012-1 (Affects: Portion of Parcel 19)
- 807-690-013-2 (Affects: Parcel 20)
- 807-690-014-3 (Affects: Parcel 21)
- 807-690-015-4 (Affects: Parcel 22)
- 807-690-016-5 (Affects: Parcel 23)
- 807-690-017-6 (Affects: Parcel 24)
- 807-690-018-7 (Affects: Parcel 25)
- 807-690-019-8 (Affects: Parcel 26)
- 807-690-020-8 (Affects: Parcel 27)
- 807-690-021-9 (Affects: Parcel 28)
- 807-690-022-0 (Affects: Parcel 29)
- 807-690-023-1 (Affects: Parcel 30)
- 807-690-024-2 (Affects: Parcel 31)
- 807-690-025-3 (Affects: Parcel 32)

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other: None

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction



- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.
  
- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
  
2. Supplemental taxes for the fiscal year 2016-2017 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

Affects	APN	TRA	1st Half, STATUS	Penalty	2nd half, STATUS	Penalty
Parcel 1	053-519-510-3	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 2	053-519-511-4	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 3	053-519-512-5	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 4	053-519-513-6	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 5	053-519-514-7	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 6	053-519-515-8	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 7	053-519-516-9	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 8	053-519-517-0	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 9	053-519-518-1	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 10	053-519-519-2	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 11	053-519-520-2	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 12	053-519-521-3	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 13	053-519-522-4	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Portion of Parcel 14	053-519-523-5	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Portion of Parcel 14	053-519-524-6	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Portion of Parcel 15	053-519-525-7	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Portion of Parcel 15	053-519-526-8	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Portion of Parcel 19	053-519-530-1	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Portion of Parcel 19	053-519-531-2	062-000	\$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00

Parcel 20	053-519-532-3	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 21	053-519-533-4	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 29	053-519-541-1	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 30	053-519-542-2	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 31	053-519-543-3	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 32	053-519-544-4	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 16	053-519-527-9	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 17	053-519-528-0	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 18	053-519-529-1	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 1	053-514-034-5	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 2	053-514-035-6	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 3	053-514-036-7	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 4	053-514-037-8	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 5	053-514-038-9	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 6	053-514-039-0	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 7	053-514-040-0	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 8	053-514-041-1	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 9	053-514-042-2	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 10	053-514-043-3	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 11	053-514-044-4	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 12	053-514-045-5	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 13	053-514-046-6	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Portion of Parcel 14	053-514-047-7	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Portion of Parcel 14	053-514-048-8	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Portion of Parcel 15	053-514-049-9	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Portion of Parcel 15	053-514-050-9	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 16	053-514-051-0	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 17	053-514-052-1	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 18	053-514-053-2	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Portion of Parcel 19	053-514-054-3	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Portion of Parcel 19	053-514-055-4	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 20	053-514-056-5	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 21	053-514-057-6	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 29	053-514-065-3	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 30	053-514-066-4	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00

Parcel 31	053-514-067-5	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00
Parcel 32	053-514-068-6	062-000 \$0.00, PENDING	\$0.00	\$0.00, PENDING	\$0.00

The amount(s) must be verified prior to close of escrow.

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. An easement for either or both pole lines and conduits and incidental purposes, recorded October 30, 1961 as Instrument No. [90607](#) of Official Records.  
In Favor of: California Electric Power Company  
Affects: as described therein
5. An easement for either or both pole lines and conduits and incidental purposes, recorded December 29, 1961 as Instrument No. [112041](#) of Official Records.  
In Favor of: California Electric Power Company  
Affects: as described therein
6. An easement for either or both pole lines and conduits and incidental purposes, recorded December 29, 1961 as Instrument No. [112042](#) of Official Records.  
In Favor of: California Electric Power Company  
Affects: as described therein
7. An easement for ditches or canals and incidental purposes in the document recorded September 26, 1967 as Instrument Nos. [84779](#) and 84780, both of Official Records.
8. An easement for ingress, egress, road and public utilities and incidental purposes in the document recorded July 05, 1979 as Instrument No. [139967](#) of Official Records.
9. An easement shown or dedicated on the map of Parcel Map 15617 recorded October 9, 1980 and on file in [Book 83, Page 47-50](#), of Parcel Maps.  
For: Street and utility purposes, road easements and incidental purposes.
10. An easement for public utilities and incidental purposes, recorded January 13, 1981 as Instrument No. [5837](#) of Official Records.  
In Favor of: Southern California Edison Company  
Affects: as described therein
11. An easement for well pumping equipment and irrigation pipes and incidental purposes in the document recorded March 08, 1989 as Instrument No. [70472](#) of Official Records.
12. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
13. Water rights, claims or title to water, whether or not shown by the public records.
14. Rights of parties in possession.

<b>INFORMATIONAL NOTES</b>
----------------------------

1. General and special taxes and assessments for the fiscal year 2016-2017

Affects	APN	TRA	1st Half, STATUS	Penalty	2nd half, STATUS	Penalty
Parcel 1	807-680-001-0	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 2	807-680-002-1	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 3	807-680-003-2	062-000	\$104.59, PAID	\$0.00	\$104.59, PAID	\$0.00
Parcel 4	807-680-004-3	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 5	807-680-005-4	062-000	\$119.16, PAID	\$0.00	\$119.16, PAID	\$0.00
Parcel 6	807-680-006-5	062-000	\$104.59, PAID	\$0.00	\$104.59, PAID	\$0.00
Parcel 7	807-680-007-6	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 8	807-680-008-7	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 9	807-680-009-8	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 10	807-680-010-8	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 11	807-680-011-9	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 12	807-680-012-0	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 13	807-680-013-1	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Portion of Parcel 14	807-690-001-1	062-000	\$65.56, PAID	\$0.00	\$65.56, PAID	\$0.00
Portion of Parcel 14	807-690-002-2	062-000	\$37.98, PAID	\$0.00	\$37.98, PAID	\$0.00
Portion of Parcel 15	807-690-003-3	062-000	\$44.75, PAID	\$0.00	\$44.75, PAID	\$0.00
Portion of Parcel 15	807-690-004-4	062-000	\$66.08, PAID	\$0.00	\$66.08, PAID	\$0.00
Parcel 16	807-690-026-4	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 17	807-690-027-5	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 18	807-690-028-6	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Portion of Parcel 19	807-690-011-0	062-000	\$48.91, PAID	\$0.00	\$48.91, PAID	\$0.00
Portion of Parcel 19	807-690-012-1	062-000	\$54.64, PAID	\$0.00	\$54.64, PAID	\$0.00
Parcel 20	807-690-013-2	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 21	807-690-014-3	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 22	807-690-015-4	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 23	807-690-016-5	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 24	807-690-017-6	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00

Parcel 25	807-690-018-7	062-000	\$107.71, PAID	\$0.00	\$107.71, PAID	\$0.00
Parcel 26	807-690-019-8	062-000	\$104.59, PAID	\$0.00	\$104.59, PAID	\$0.00
Parcel 27	807-690-020-8	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 28	807-690-021-9	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 29	807-690-022-0	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 30	807-690-023-1	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 31	807-690-024-2	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00
Parcel 32	807-690-025-3	062-000	\$104.07, PAID	\$0.00	\$104.07, PAID	\$0.00

2. The property covered by this report is vacant land.
3. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded October 06, 2015 as Instrument No. 2015-0442400 of Official Records.

From: Reido Farms, LLC, a California limited liability company

To: CCV Investors, LLC, a California limited liability company

A document recorded October 07, 2015 as Instrument No. [2015-0443351](#) of Official Records.

From: CCV Investors, LLC, a California limited liability company

To: VG Devco, LLC, a California limited liability company

4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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



**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

- 1. (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.

January 03, 2018  
Update



**First American Title Insurance Company**  
**National Commercial Services**  
666 Third Avenue, 5th Floor  
New York, NY 10017

January 03, 2018

John Warren  
Intersect Power  
Embarcadero Center , 7th Floor  
San Francisco, CA 94111  
Phone: (415)297-4169

Order Number: 3020-847535

Owner: Hope M. Holcomb

Property: APN#: 811-190-001/Vacant Land, , CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*



**First American Title Insurance Company**  
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
**If you have any questions about the Commitment,**  
**please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

### SCHEDULE A

1. Commitment Date: December 22, 2017 at 7:30 A.M.

2. Policy or Policies to be issued:	Amount
(A) ALTA Owner's Policy ALTA Standard Owner Policy	\$To Be Determined

Proposed Insured:

To Be Determined

(B) ALTA Loan Policy To Be Determined	\$To Be Determined
--	--------------------

Proposed Insured:

To Be Determined

3. (A) The estate or interest in the land described in this Commitment is:

FEE

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

Lawrence Clark Powell, Successor Trustee of The Hope M. Holcomb Trust dated 2/11/2002, as to an undivided 1/2 interest, and Eleanor B. Mortensen, Trustee of The Mortensen Family Trust, as to an undivided 1/2 interest, as tenants in common

4. The land referred to in this Commitment is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:

THE SOUTHWEST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL OIL, GAS AND MINERAL RIGHTS RESERVED THROUGH VARIOUS DEEDS OF RECORD.

APN: 811-190-001-7

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

With respect to the trust referred to in the vesting:

- a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
- b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction
  
- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
  
- (S) A copy of the construction contract must be submitted to the Company for review.
  
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.

- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

## SCHEDULE B

### SECTION TWO

#### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.
- 1A. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$287.39, PAID
Penalty:	\$0.00
Second Installment:	\$287.39, OPEN
Penalty:	\$0.00
Tax Rate Area:	062-000
A. P. No.:	811-190-001-7
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. A right of way for ditches or canals constructed by the authority of the United States, as reserved in United States patent recorded December 28, 1951 in [Book 1330 Page 23](#) of Official Records of Riverside County, California.
4. This item has been intentionally deleted.
5. Rights of the public in and to that portion of the land lying within ANY ROAD, STREET AND/OR HIGHWAY.
6. The lack of a right of access to and from the land.

Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.
7. Water rights, claims or title to water, whether or not shown by the public records.
8. Rights of parties in possession.
9. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
10. Any lien, or right to a lien, imposed by law, as a result of services, labor, and/or materials used, or to be used, for improvement to the premises.
11. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on,

or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

12. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Report/Commitment.



<b>INFORMATIONAL NOTES</b>
----------------------------

**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## First American Title

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

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

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

#### Cookies

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

#### Fair Information Values

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

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

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

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

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

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**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) 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 applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
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) 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 (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 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 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 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.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

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

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### 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 ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the 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. 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.

### 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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



expenses that arise by reason of:

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

#### **14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

##### **SCHEDULE B**

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

1. (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.

#### **15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 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, 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 Risks 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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

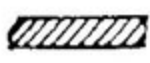
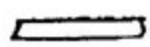


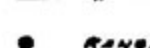


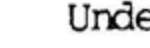
1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not 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.

## **PHASE I ENVIRONMENTAL SITE ASSESSMENT**

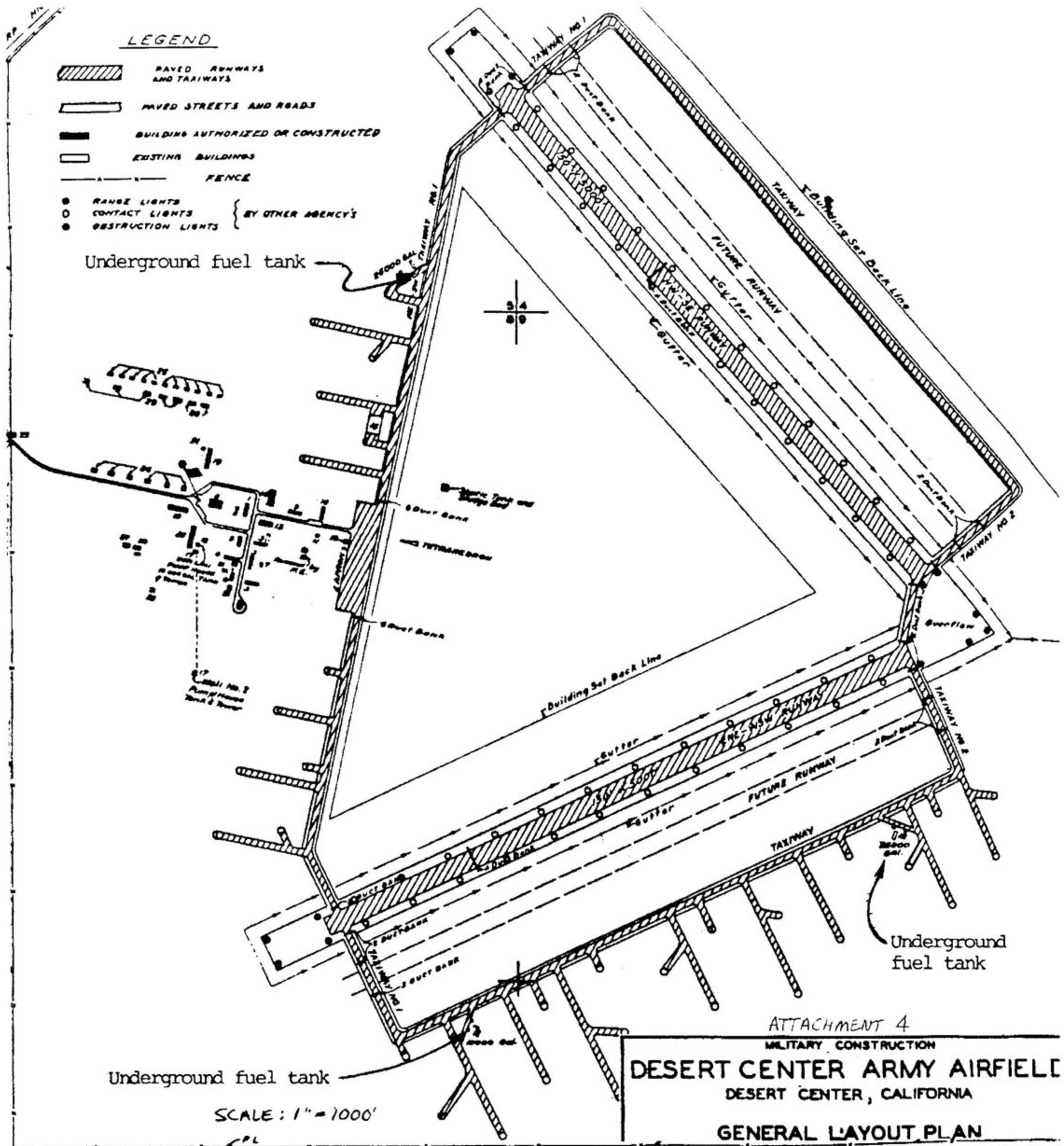
Appendix E  
HISTORICAL DOCUMENTS (MILITARY MAPS, TOPOGRAPHIC MAPS, CITY DIRECTORY REPORT)

## **Appendix E HISTORICAL DOCUMENTS (MILITARY MAPS, TOPOGRAPHIC MAPS, CITY DIRECTORY REPORT)**

**LEGEND**

-  PAVED RUNWAYS AND TAXIWAYS
  -  PAVED STREETS AND ROADS
  -  BUILDING AUTHORIZED OR CONSTRUCTED
  -  EXISTING BUILDINGS
  -  FENCE
  -  RANGE LIGHTS
  -  CONTACT LIGHTS
  -  OBSTRUCTION LIGHTS
- } BY OTHER AGENCIES

Underground fuel tank



Underground fuel tank

SCALE: 1" = 1000'

ATTACHMENT 4

MILITARY CONSTRUCTION

**DESERT CENTER ARMY AIRFIELD**  
DESERT CENTER, CALIFORNIA

**GENERAL LAYOUT PLAN**

BLDG NO	TYPE	DESIGNATION	SIZE	PLAN NO	UNITS
1	OQ-A-T	OFFICERS QUARTERS	20X100	597/97	1
2	L-A-T	LAVATORY	20X20	700-6801	1
3	B-A-T	BARRACKS EM	20X100	700-5500	3
4	M-C-T	MESS	20X100	700-5400	1
5	RB-B-T	RECREATION	20X72	700-5000	1
6	TSA-1	SUPPLY BLDG	20X82	579/80	1
7	L-C-T	LAVATORY	20X32	700-6800	1
8	F2-A-B	HEADQUARTERS	20X100	579/80	1
9	F3H-B	STOREHOUSE (GENERAL)	20X100	579/80	1
10	F-A-B	OPERATIONS BLDG	20X100	579/80	1
11	T.O.	EXISTING POWER HOUSE	18X28		1
12A	T.O.	WOOD BEACON TOWER PER CAA	50'		1
12		AF GASOLINE FUELING SYSTEM	ST. TAMMS		3
13		DISPENSARY	25X124	700-408	1
14		LINK TRAINER BLDG	25X108	1000-760	1

15	CH-97	COMBAT HANGAR	160X130
16	T.O.	CONTROL TOWER	15X15
17	T.O.	PUMP HOUSE & WELL	12X20
18	T.O.	WATER TOWER 10000 Gal	20X20
19	C.C.C.	BARRACKS	20X150
20	C.C.C.	BARRACK	20X185
21	T.O.	GARAGE	25X50
22	T.O.	CARPENTER SHOP	15X20
23	T.O.	SENTRY HOUSE	5X10
24	T.O.	KITCHEN	20X25
25	T.O.	LATRINE (PT) EM	10X20
26	T.O.	LATRINE (PT) OFFICERS	10X20
27	T.O.	SHOWER ROOMS	20X30
28	C.C.C.		20X40
29	C.C.C.		20X30
30	C.C.C.		20X32
31	T.O.	HYDROGEN SHELTER	5X10
32		GASOLINE PUMP (ELEC) 1000 GAL TANK	

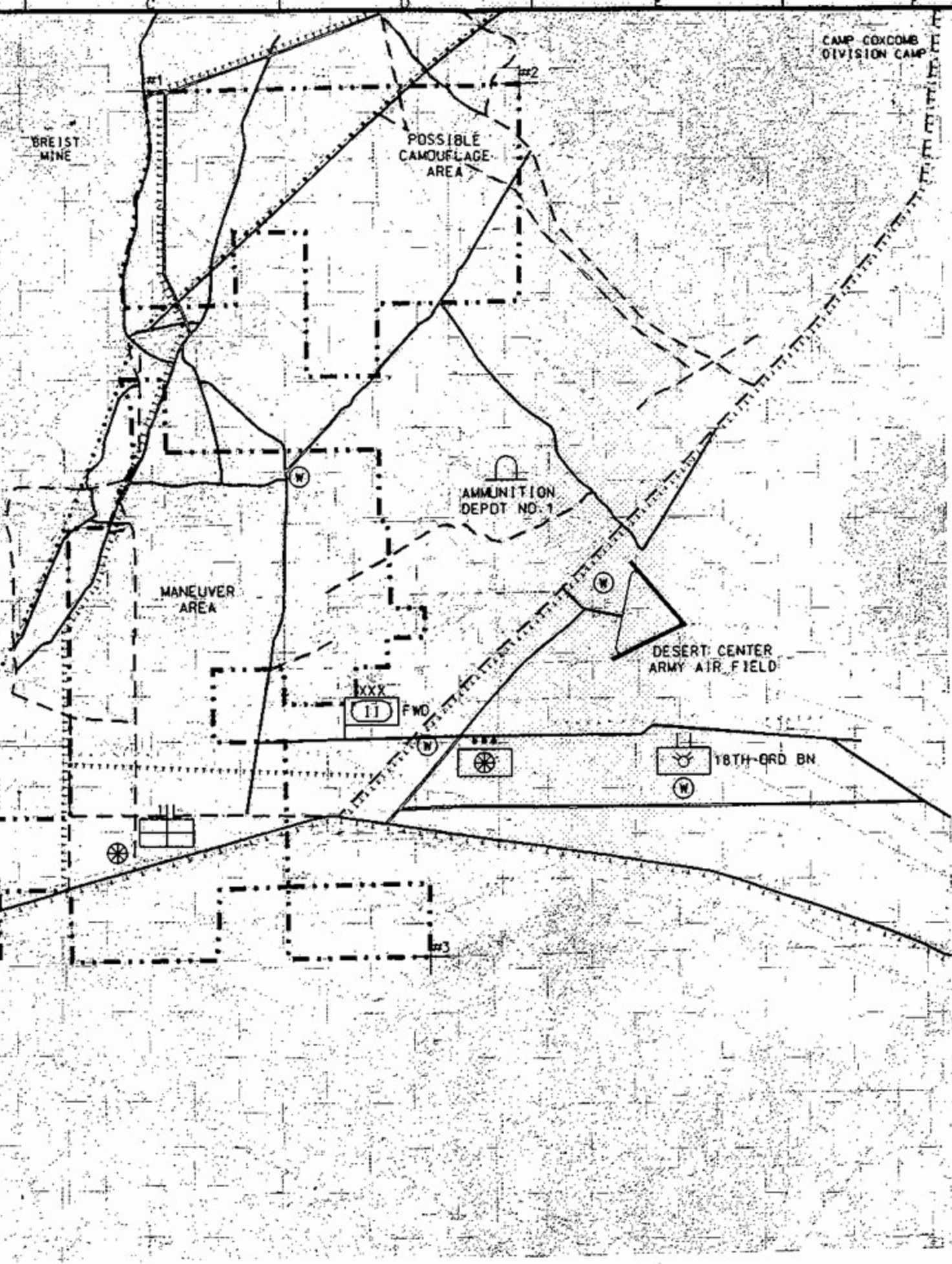


1943

12 3,000' 1-May-43 1450

1945 AAF dir.

STATE PLANE COORDINATES SUMMARY			
POINT NO.	LOCATION	NORTHING	EASTING
1	NORTHWEST CORNER OF SITE BOUNDARY	616801.4	2244219.6
2	NORTHEAST CORNER	617273.7	2272162.9
3	SOUTHEAST CORNER	553666.7	2265279.1
4	SOUTHWEST CORNER	553077.7	2206723.7



**LEGEND:**

- FORMER DESERT CENTER DIVISION CAMP BOUNDARY
- HEAVY DUTY ROAD
- - - SECONDARY HARD SURFACE ROAD
- GRADED UNIMPROVED ROAD
- - - POOR ROAD OR TRAIL
- ..... TELEPHONE LINES
- ..... OVERHEAD TELEPHONE AND TRANSMISSION LINES
- ⊙ WATER POINT
- ⊗ MOTOR POOL
- ⌒ AMMUNITION DEPOT NO. 1 (POSSIBLE SITE)
- ⊞ 18TH ORDNANCE BATTALION
- ⊞ EVACUATION HOSPITAL
- XXX ⊞ OBSERVER'S CAMP
- ⊞ QUARTERMASTER TRUCK COMPANY
- ⊕ STATE PLANE COORDINATES

**NOTES:**

1. INFORMATION EXTRACTED FROM DOCUMENTS F-5, F-6, I-1, L-1 AND REFERENCES B-37 AND B-38.
2. LOCATION OF AMMUNITION DEPOT NO. 1 APPROXIMATE. LOCATION BASED UPON DOCUMENT I-1 AND ROADS PRESENT IN 1943.

5,000 2,500 0 5,000 10,000 FT

	US Army Corps of Engineers Rock Island District	Designed By: G. C. OFSLAGER	Date:
		Drawn By: J. D. TURNER	Scale: AS SHOWN
		Checked By: M. J. CIVIS	Drawing Code:
		Reviewed By: D. J. HOLMES	Project Number: JO9CA034201
U.S. ARMY ENGINEER DISTRICT CORPS OF ENGINEERS ROCK ISLAND, ILLINOIS DESERT CENTER DIVISION CAMP DESERT CENTER, CALIFORNIA			Sheet Reference Number: <b>PLATE 2</b> Sheet 2 of
<b>FACILITY LAYOUT (CIRCA 1943)</b>			

Aragorn-Athos Project  
Riverside County  
Desert Center, CA 92239

Inquiry Number: 5224815.4

March 20, 2018

# EDR Historical Topo Map Report

with QuadMatch™



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

# EDR Historical Topo Map Report

03/20/18

**Site Name:**

Aragorn-Athos Project  
Riverside County  
Desert Center, CA 92239  
EDR Inquiry # 5224815.4

**Client Name:**

Stantec  
25864-F Business Center Drive  
Redlands, CA 92374  
Contact: Dion Monge



EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by Stantec were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDR's Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

**Search Results:**

**Coordinates:**

<b>P.O.#</b>	NA	<b>Latitude:</b>	33.763836 33° 45' 50" North
<b>Project:</b>	185804152	<b>Longitude:</b>	-115.3432 -115° 20' 36" West
		<b>UTM Zone:</b>	Zone 11 North
		<b>UTM X Meters:</b>	653432.24
		<b>UTM Y Meters:</b>	3737204.20
		<b>Elevation:</b>	560.00' above sea level

**Maps Provided:**

2012	1947
2002	1944
1987	1943, 1944
1986	1943
1986, 1987	
1983, 1986	
1963	
1952	

**Disclaimer - Copyright and Trademark Notice**

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2018 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

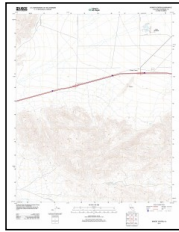
EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.



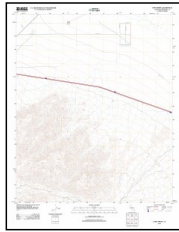
## Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

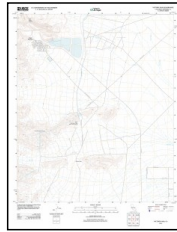
### 2012 Source Sheets



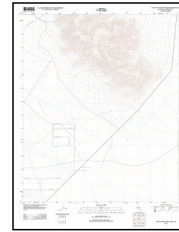
Desert Center  
2012  
7.5-minute, 24000



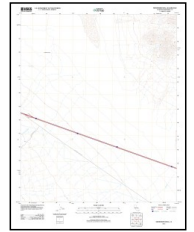
Corn Spring  
2012  
7.5-minute, 24000



Victory Pass  
2012  
7.5-minute, 24000

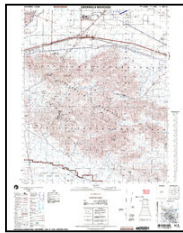


East of Victory Pass  
2012  
7.5-minute, 24000



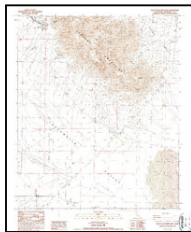
Sidewinder Well  
2012  
7.5-minute, 24000

### 2002 Source Sheets



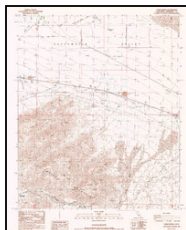
Chuckwalla Mountains  
2002  
15-minute, 50000

### 1987 Source Sheets

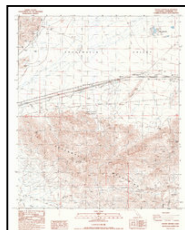


East of Victory Pass  
1987  
7.5-minute, 24000  
Aerial Photo Revised 1984

### 1986 Source Sheets



Corn Spring  
1986  
7.5-minute, 24000  
Aerial Photo Revised 1984

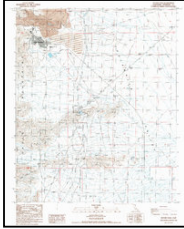


Desert Center  
1986  
7.5-minute, 24000  
Aerial Photo Revised 1984

## Topo Sheet Key

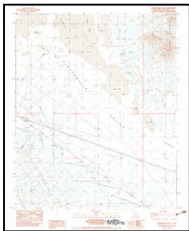
This EDR Topo Map Report is based upon the following USGS topographic map sheets.

### 1986, 1987 Source Sheets



Victory Pass  
1987  
7.5-minute, 24000  
Aerial Photo Revised 1984

### 1983, 1986 Source Sheets



Sidewinder Well  
1983  
7.5-minute, 24000  
Aerial Photo Revised 1977

### 1963 Source Sheets



Chuckwalla Mountains  
1963  
15-minute, 62500  
Aerial Photo Revised 1956



Coxcomb Mountains  
1963  
15-minute, 62500  
Aerial Photo Revised 1956

### 1952 Source Sheets



Sidewinder Well  
1952  
15-minute, 62500  
Aerial Photo Revised 1948

## Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

### 1947 Source Sheets



CHUCKWALLA MOUNTAINS  
1947  
15-minute, 50000



COXCOMB MOUNTAINS  
1947  
15-minute, 50000

### 1944 Source Sheets

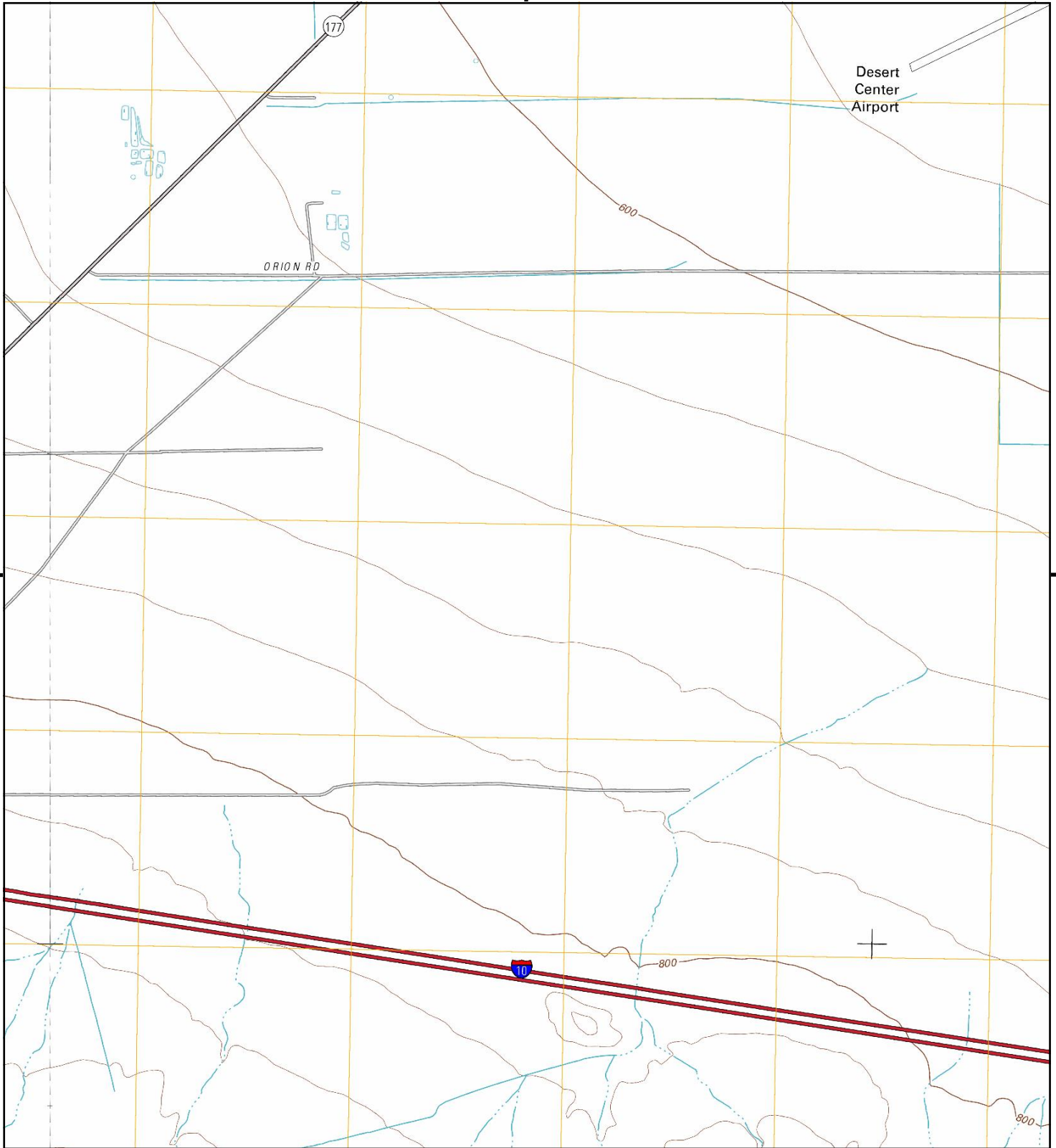


Chuckwalla Mountains  
1944  
15-minute, 62500  
Aerial Photo Revised 1940

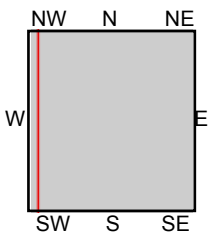
### 1943, 1944 Source Sheets



Coxcomb Mountains  
1943  
15-minute, 62500  
Aerial Photo Revised 1940



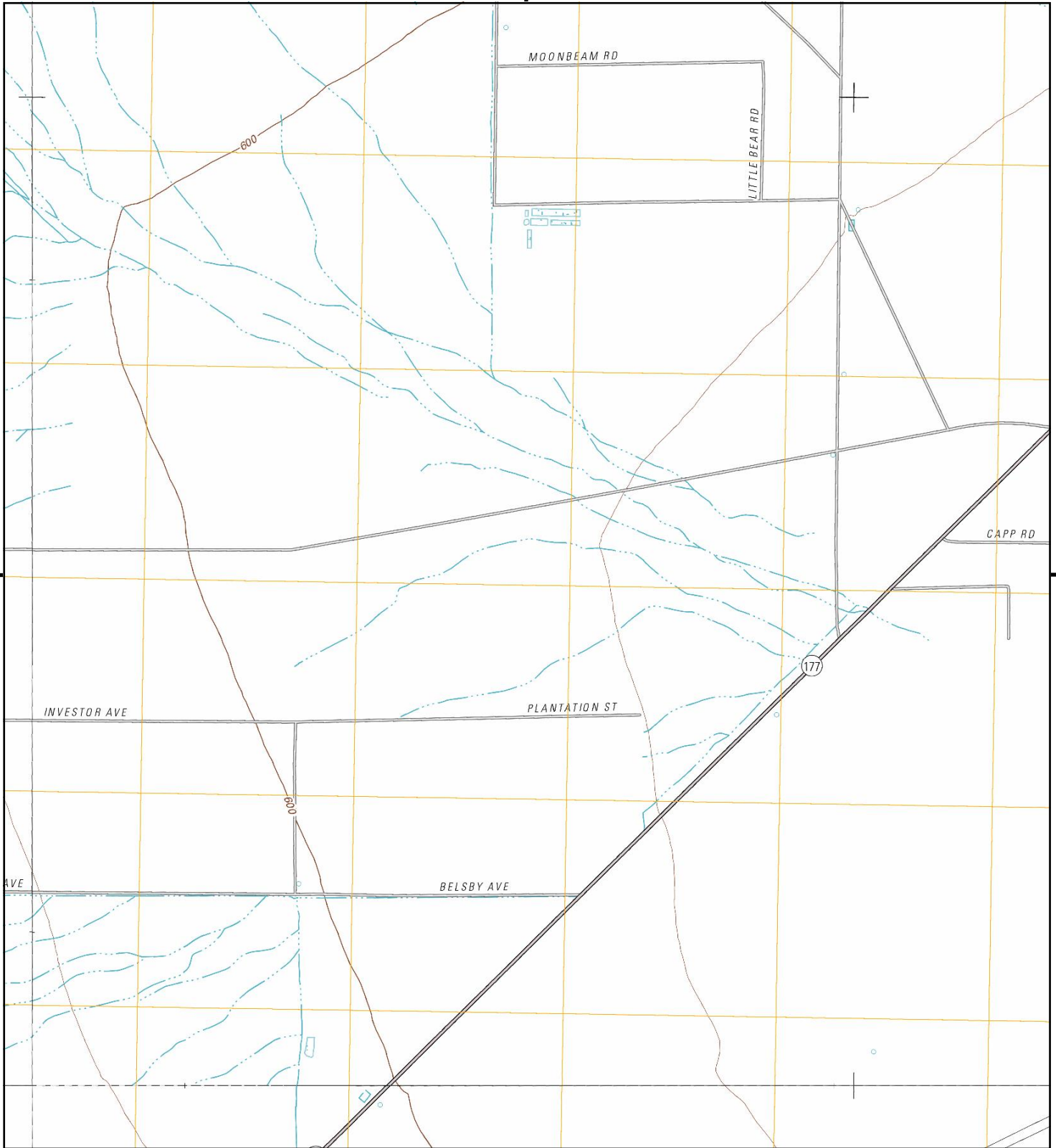
This report includes information from the following map sheet(s).



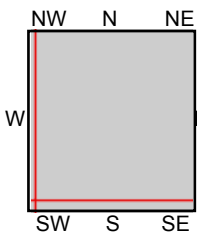
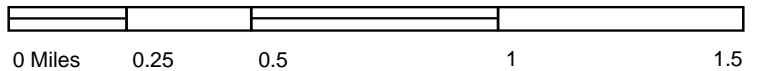
TP, Corn Spring, 2012, 7.5-minute  
SW, Desert Center, 2012, 7.5-minute

**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
Desert Center, CA 92239  
**CLIENT:** Stantec





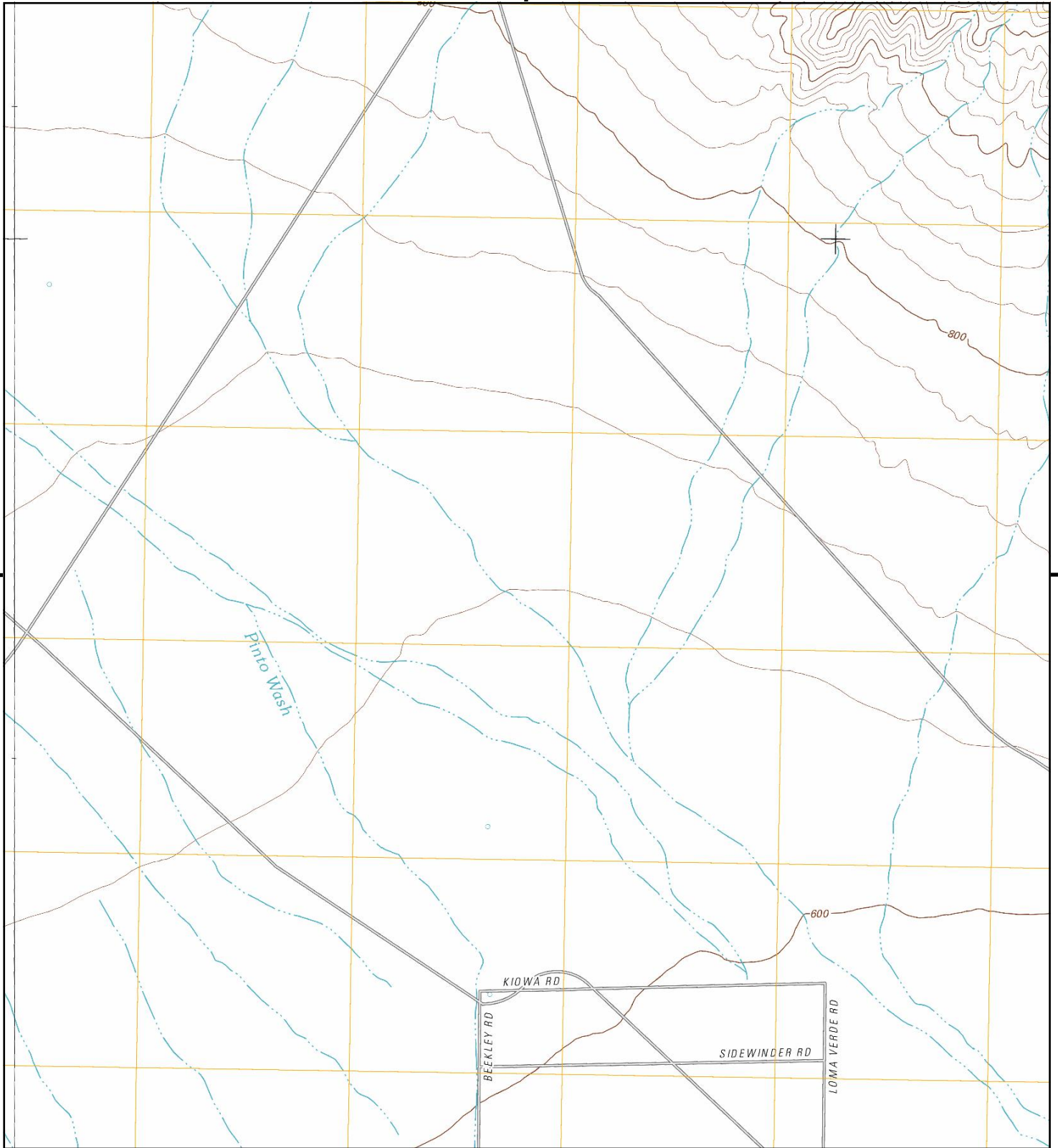
This report includes information from the following map sheet(s).



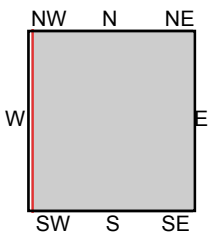
TP, East of Victory Pass, 2012, 7.5-minute  
 S, Corn Spring, 2012, 7.5-minute  
 SW, Desert Center, 2012, 7.5-minute  
 NW, Victory Pass, 2012, 7.5-minute

**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center, CA 92239  
**CLIENT:** Stantec





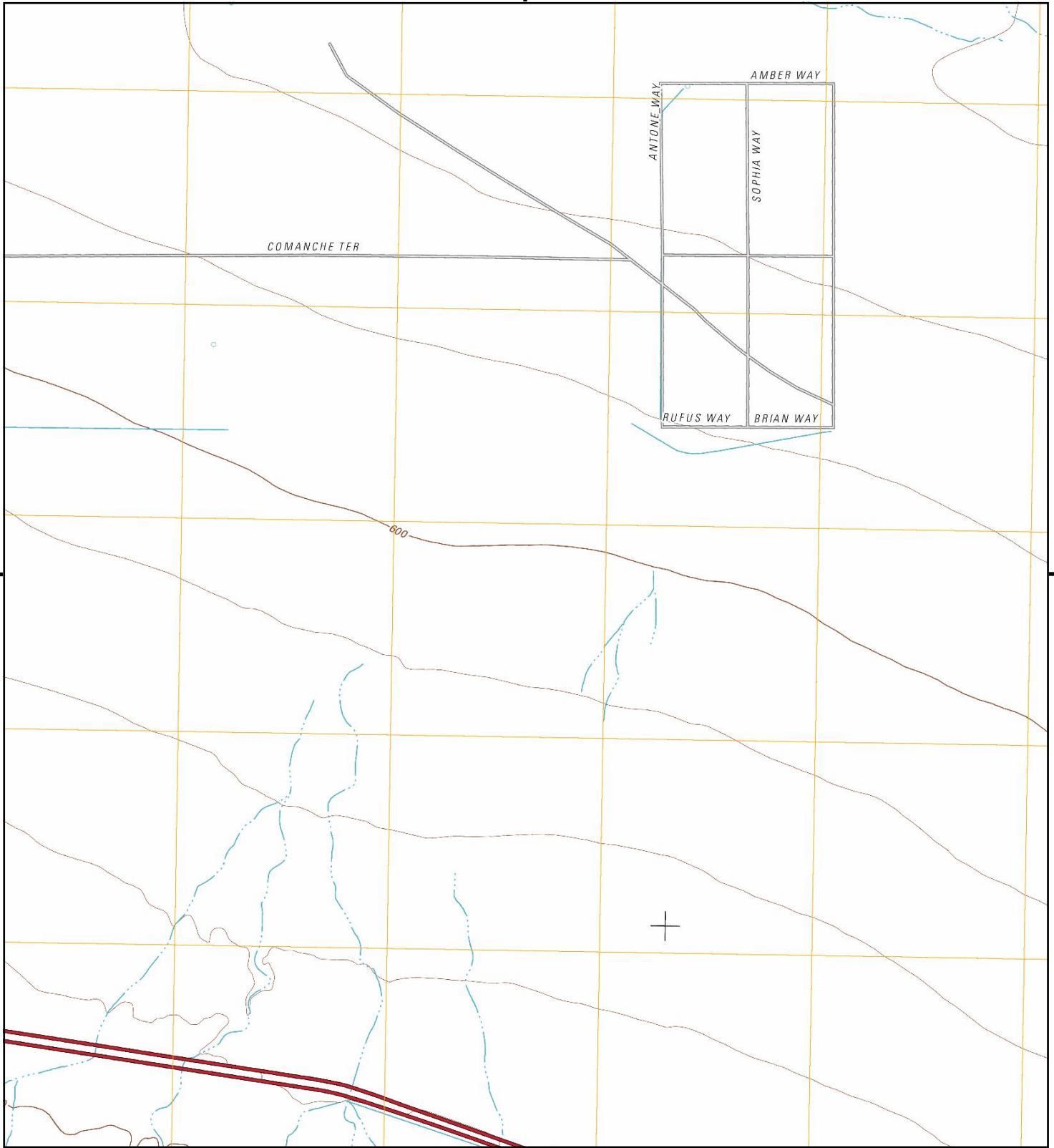
This report includes information from the following map sheet(s).



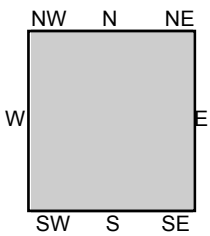
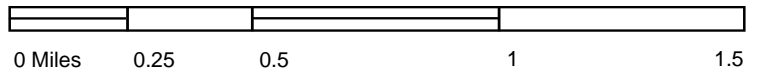
TP, East of Victory Pass, 2012, 7.5-minute  
W, Victory Pass, 2012, 7.5-minute

**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
Desert Center, CA 92239  
**CLIENT:** Stantec





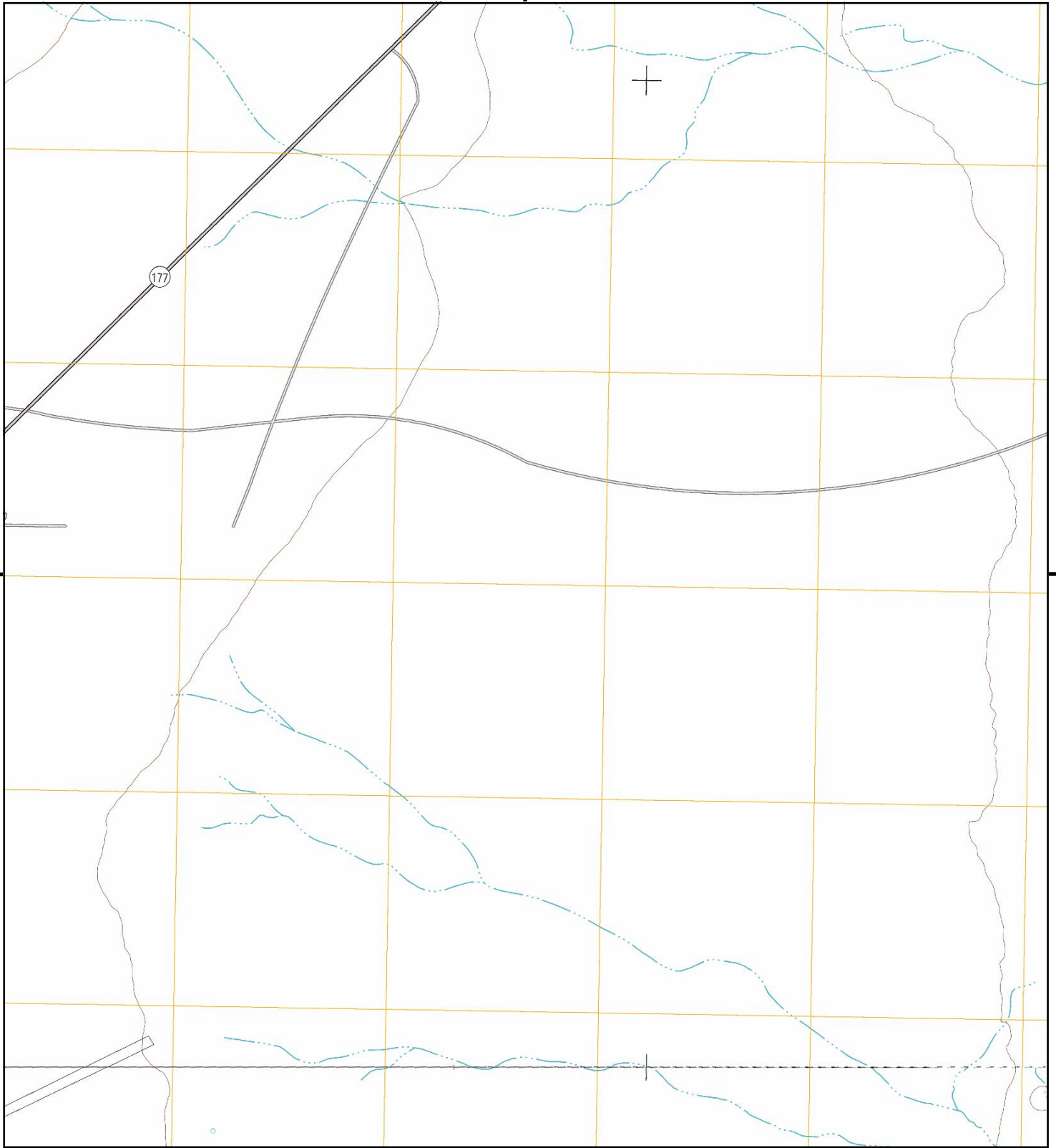
This report includes information from the following map sheet(s).



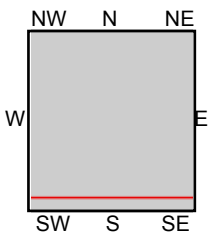
TP, Corn Spring, 2012, 7.5-minute

SITE NAME: Aragorn-Athos Project  
ADDRESS: Riverside County  
Desert Center, CA 92239  
CLIENT: Stantec





This report includes information from the following map sheet(s).

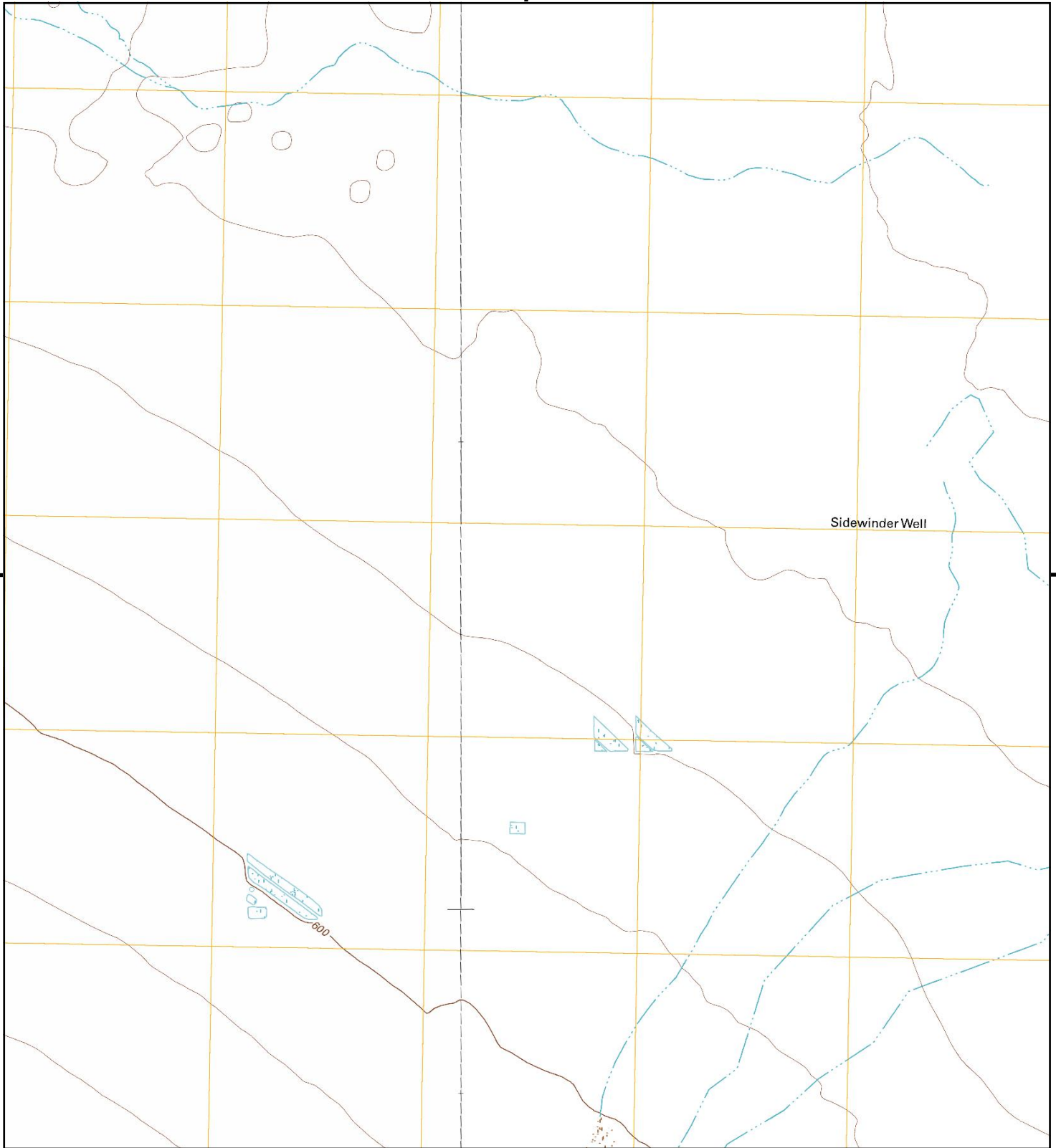


TP, East of Victory Pass, 2012, 7.5-minute  
S, Corn Spring, 2012, 7.5-minute

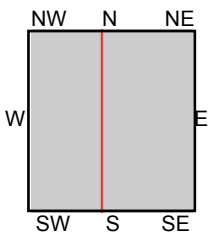
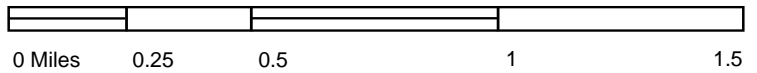
**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
Desert Center, CA 92239  
**CLIENT:** Stantec







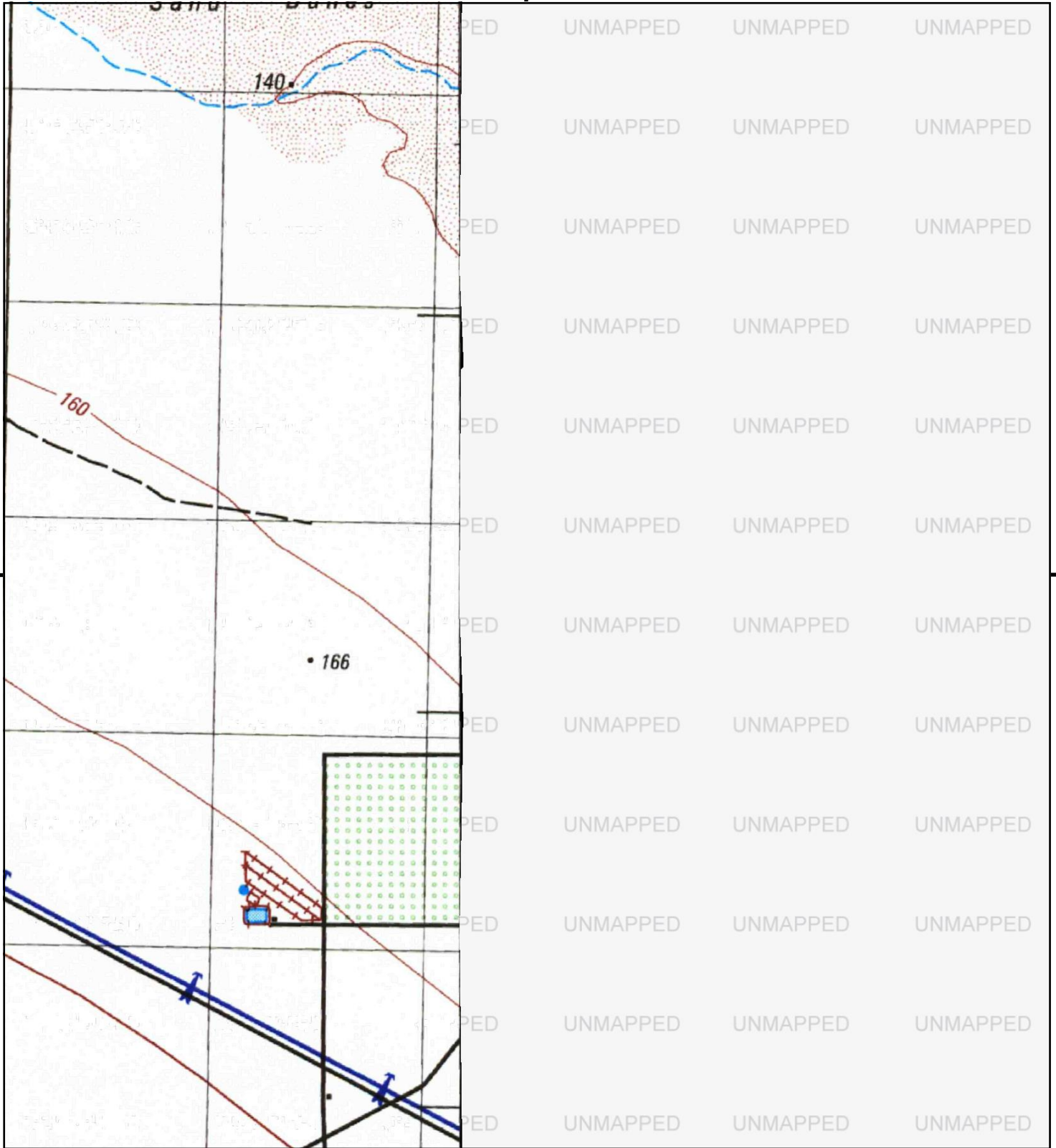
This report includes information from the following map sheet(s).



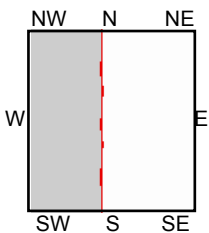
TP, Sidewinder Well, 2012, 7.5-minute  
SW, Corn Spring, 2012, 7.5-minute

**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
Desert Center, CA 92239  
**CLIENT:** Stantec





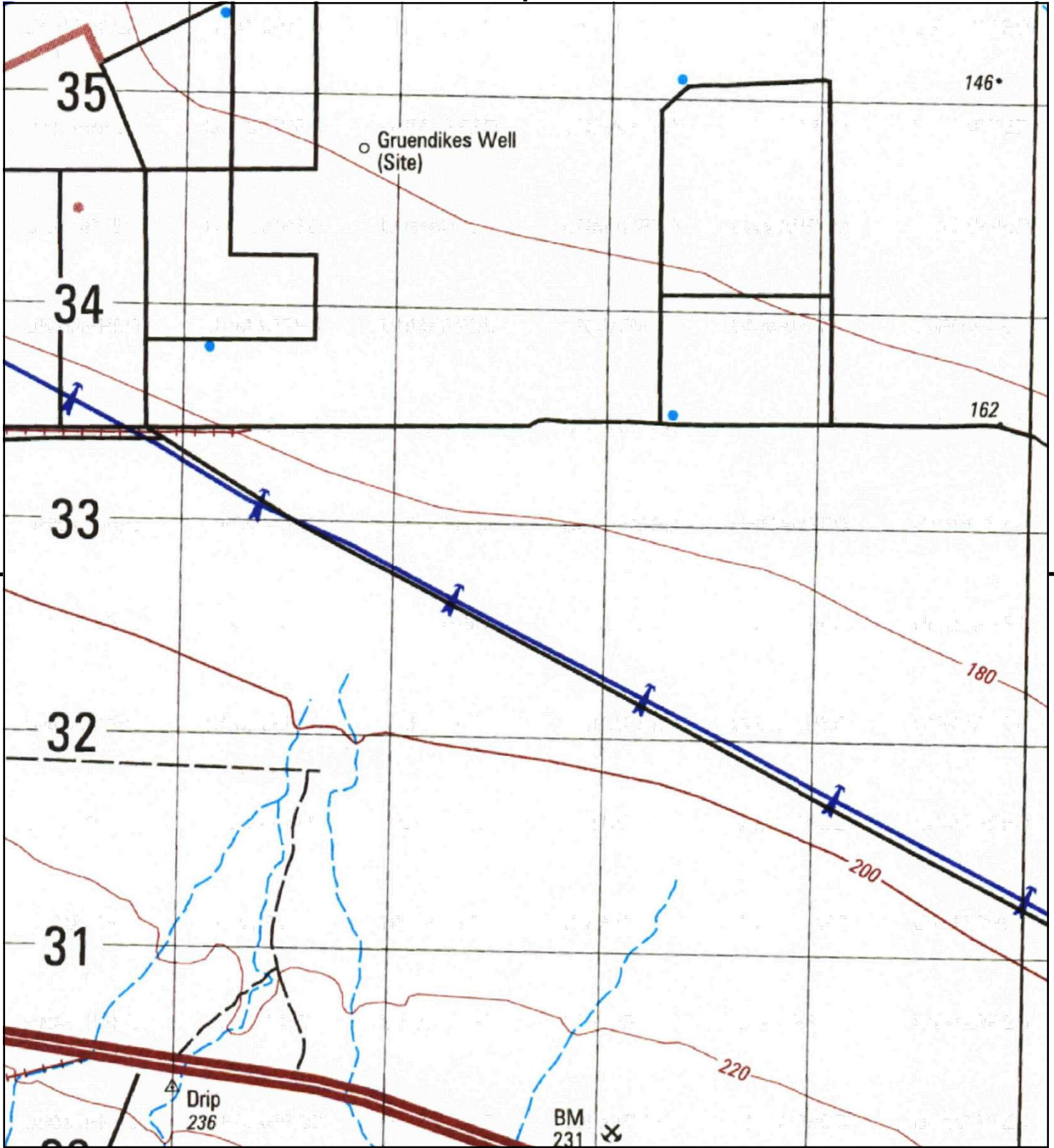
This report includes information from the following map sheet(s).



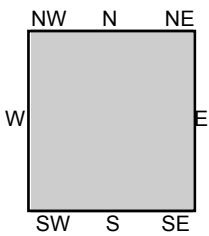
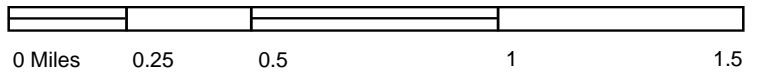
SW, Chuckwalla Mountains, 2002, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





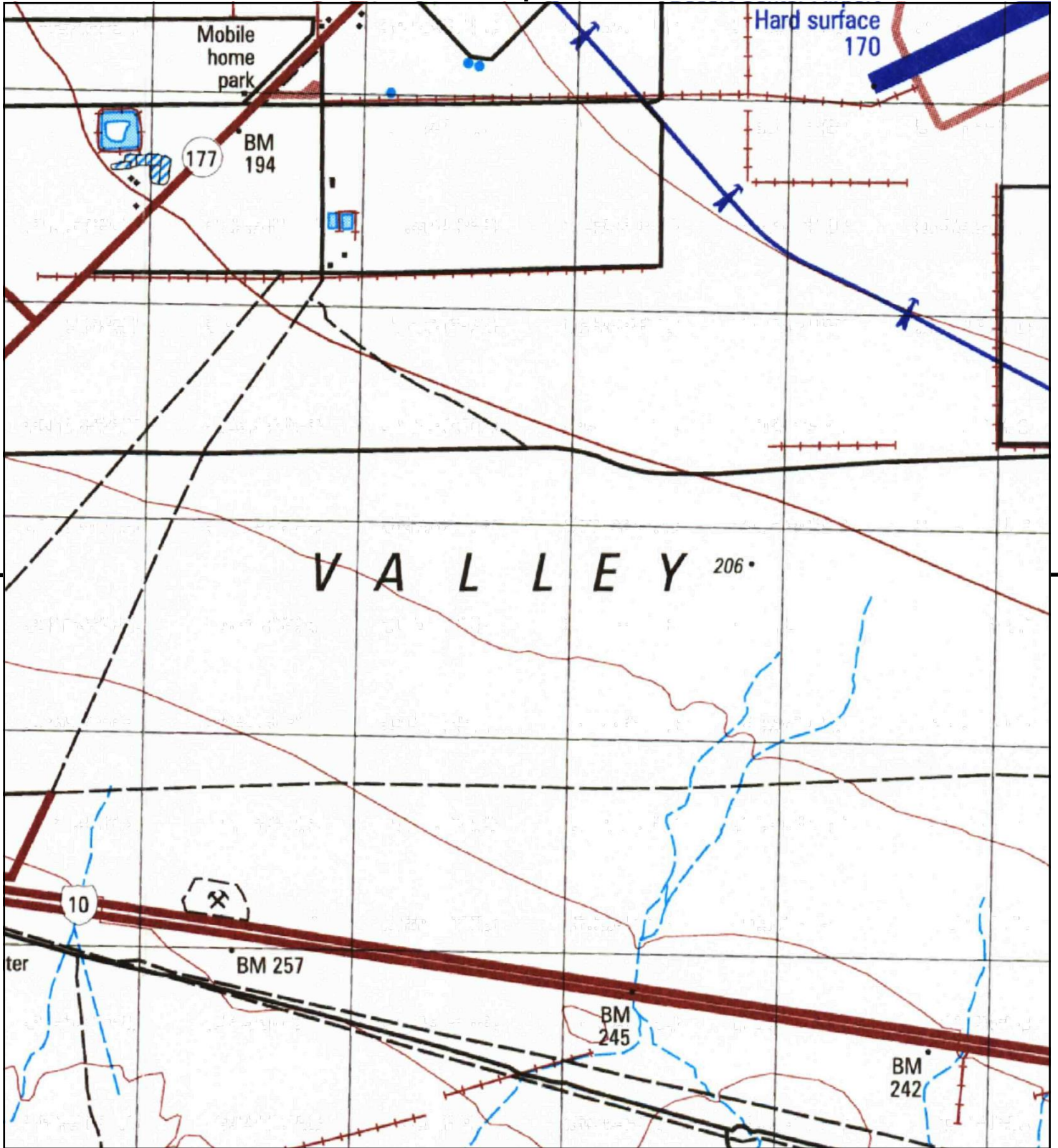
This report includes information from the following map sheet(s).



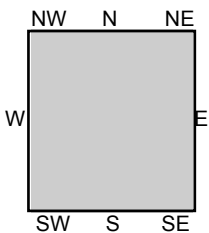
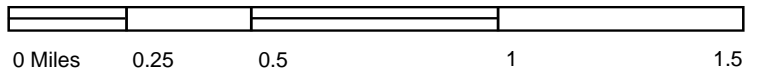
TP, Chuckwalla Mountains, 2002, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





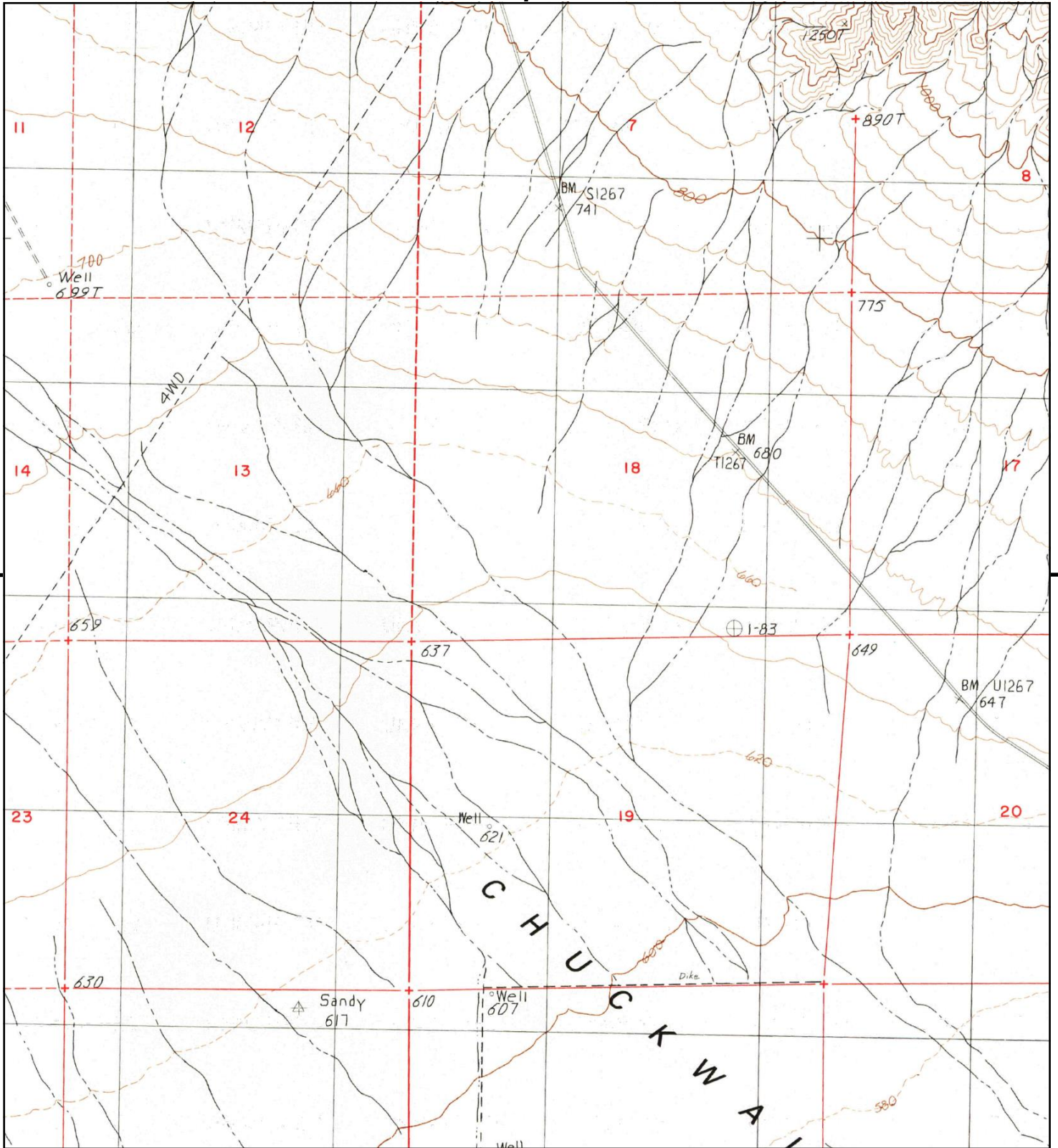
This report includes information from the following map sheet(s).



TP, Chuckwalla Mountains, 2002, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





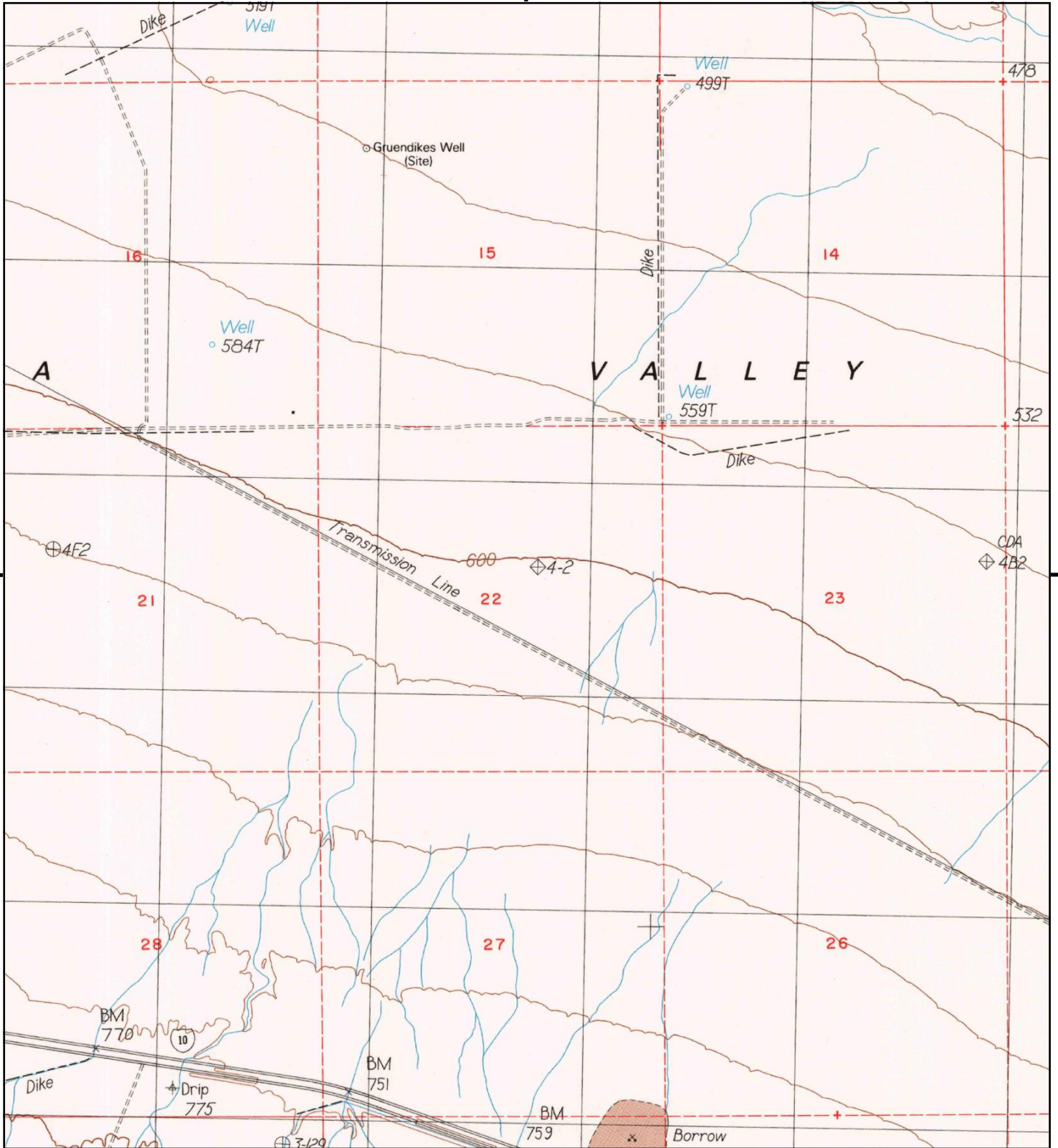
This report includes information from the following map sheet(s).



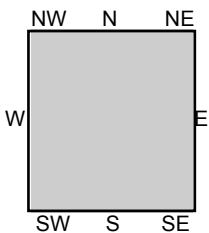
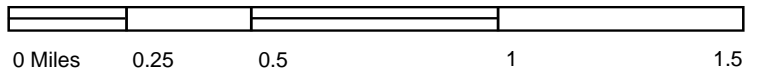
TP, East of Victory Pass, 1987, 7.5-minute

**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center, CA 92239  
**CLIENT:** Stantec





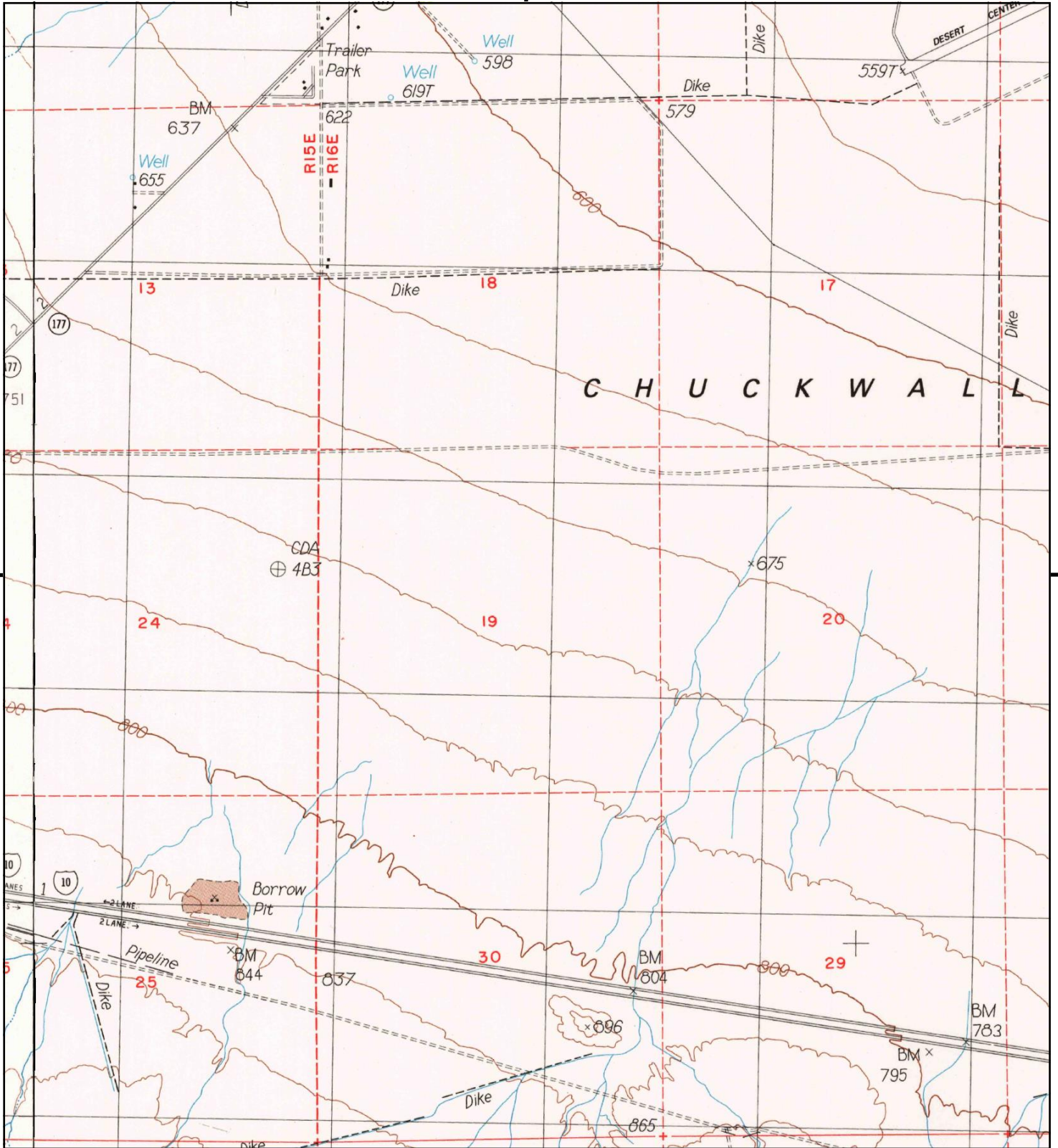
This report includes information from the following map sheet(s).



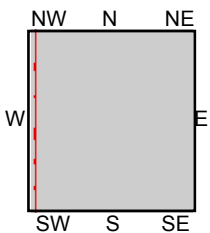
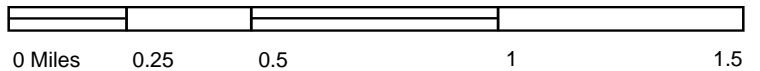
TP, Corn Spring, 1986, 7.5-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





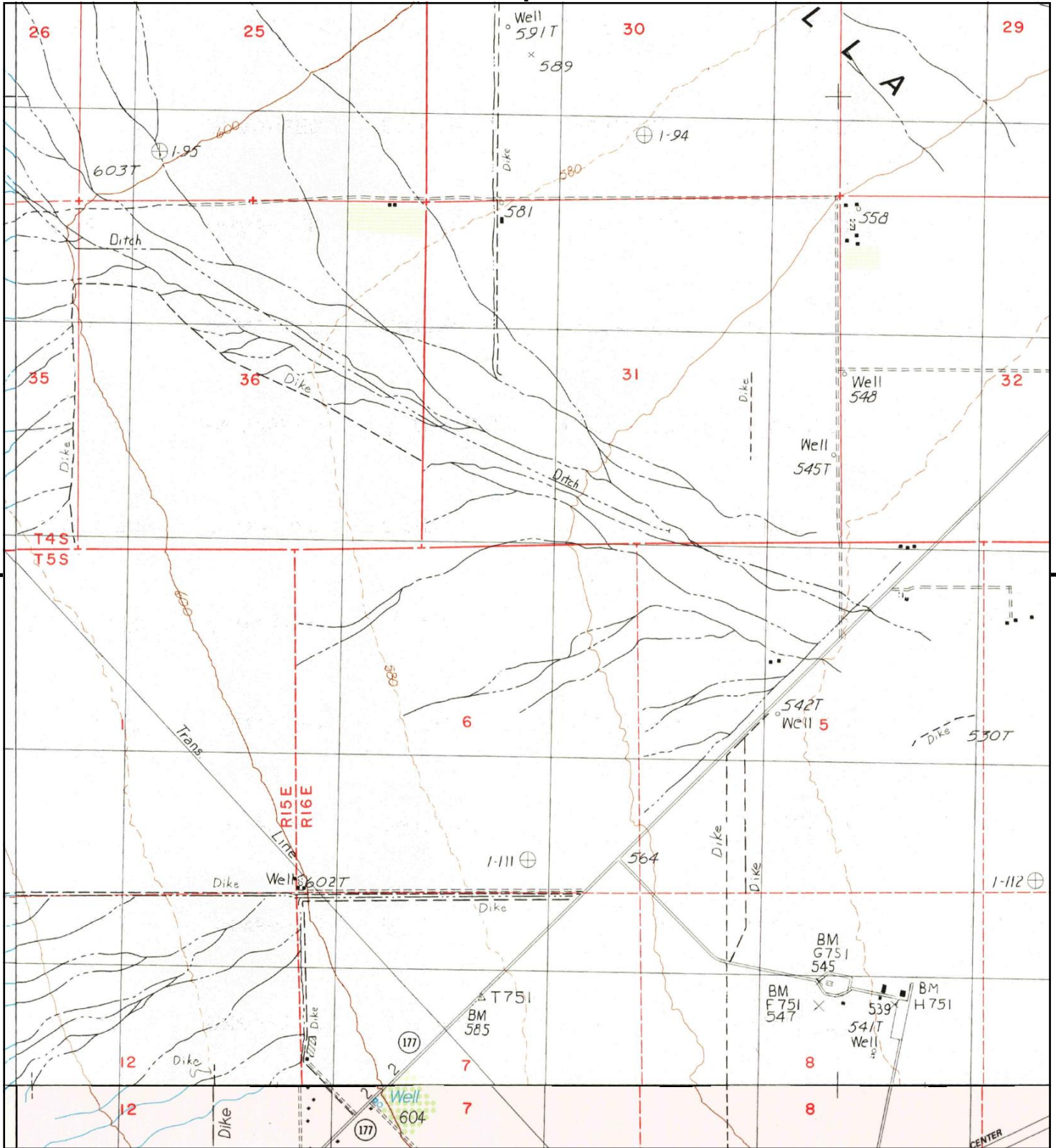
This report includes information from the following map sheet(s).



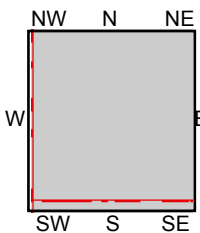
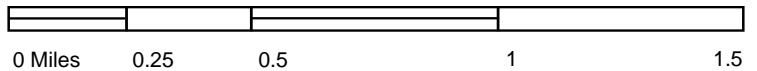
TP, Corn Spring, 1986, 7.5-minute  
 SW, Desert Center, 1986, 7.5-minute

**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center, CA 92239  
**CLIENT:** Stantec





This report includes information from the following map sheet(s).

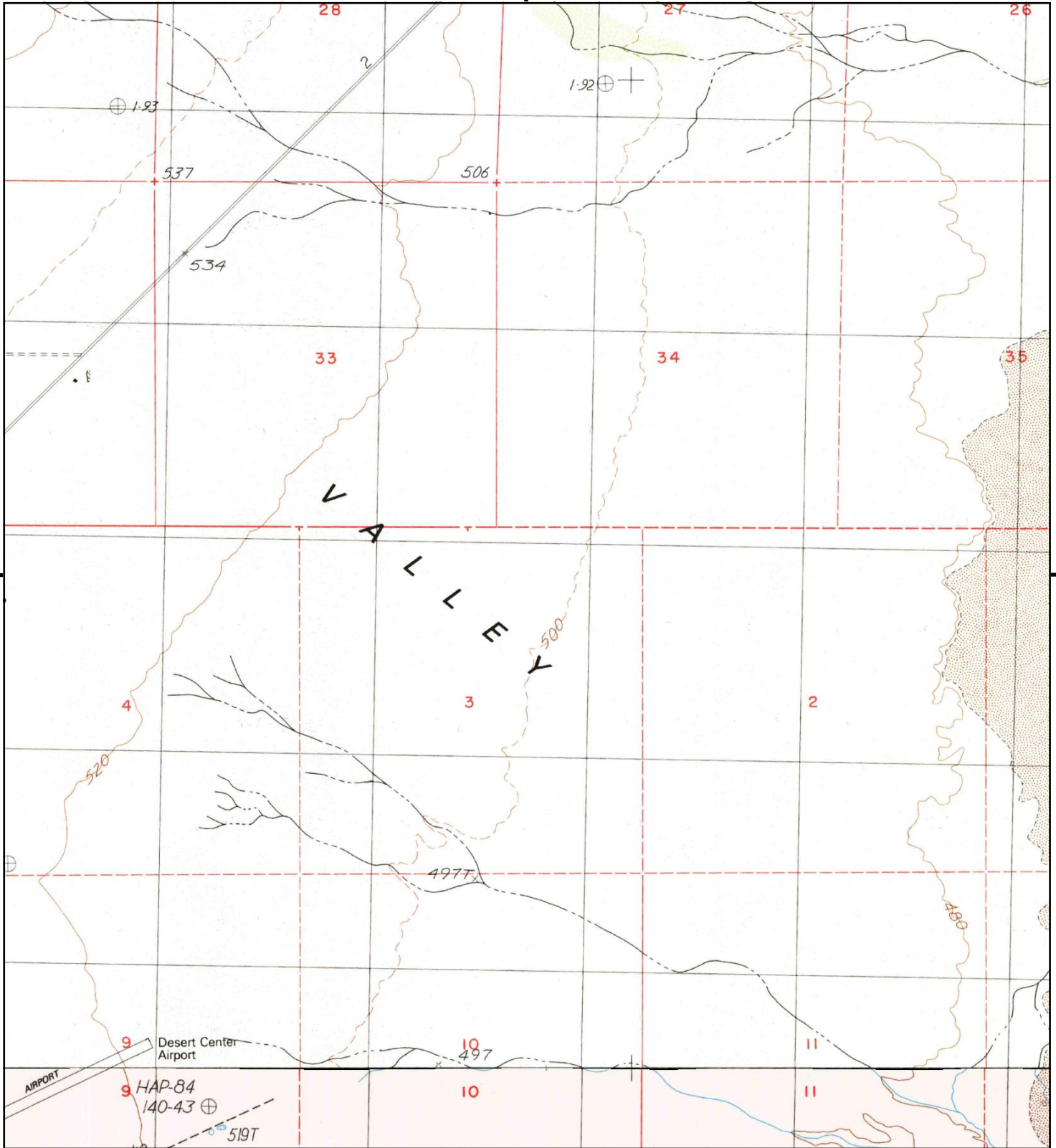


TP, East of Victory Pass, 1987, 7.5-minute  
 S, Corn Spring, 1986, 7.5-minute  
 SW, Desert Center, 1986, 7.5-minute  
 NW, Victory Pass, 1987, 7.5-minute

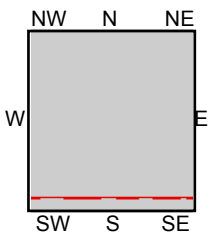
SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec







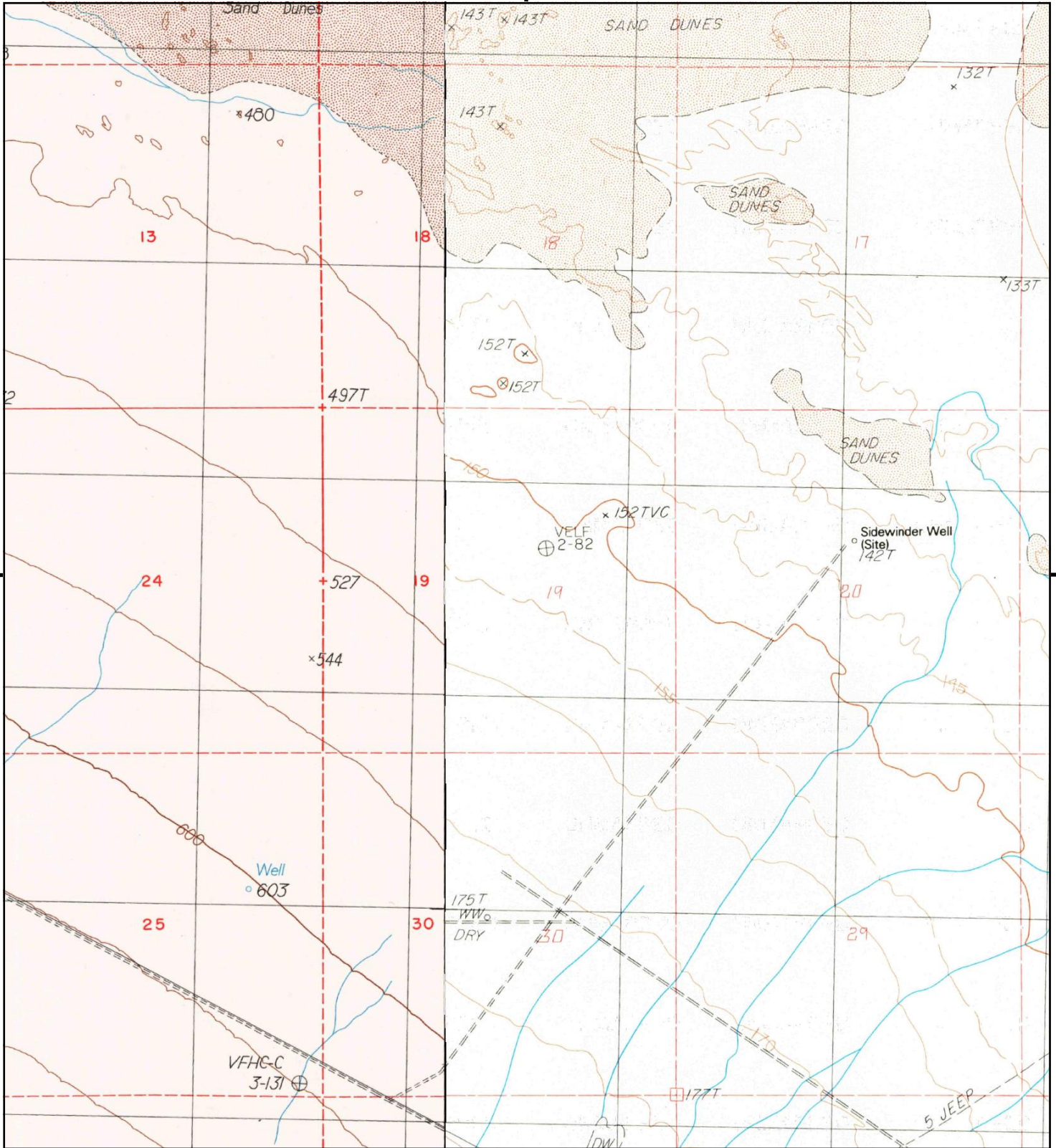
This report includes information from the following map sheet(s).



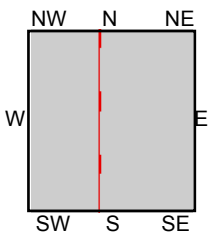
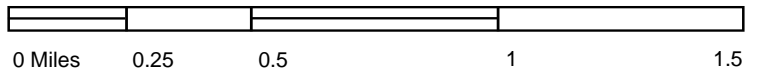
TP, East of Victory Pass, 1987, 7.5-minute  
S, Corn Spring, 1986, 7.5-minute

**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
Desert Center, CA 92239  
**CLIENT:** Stantec





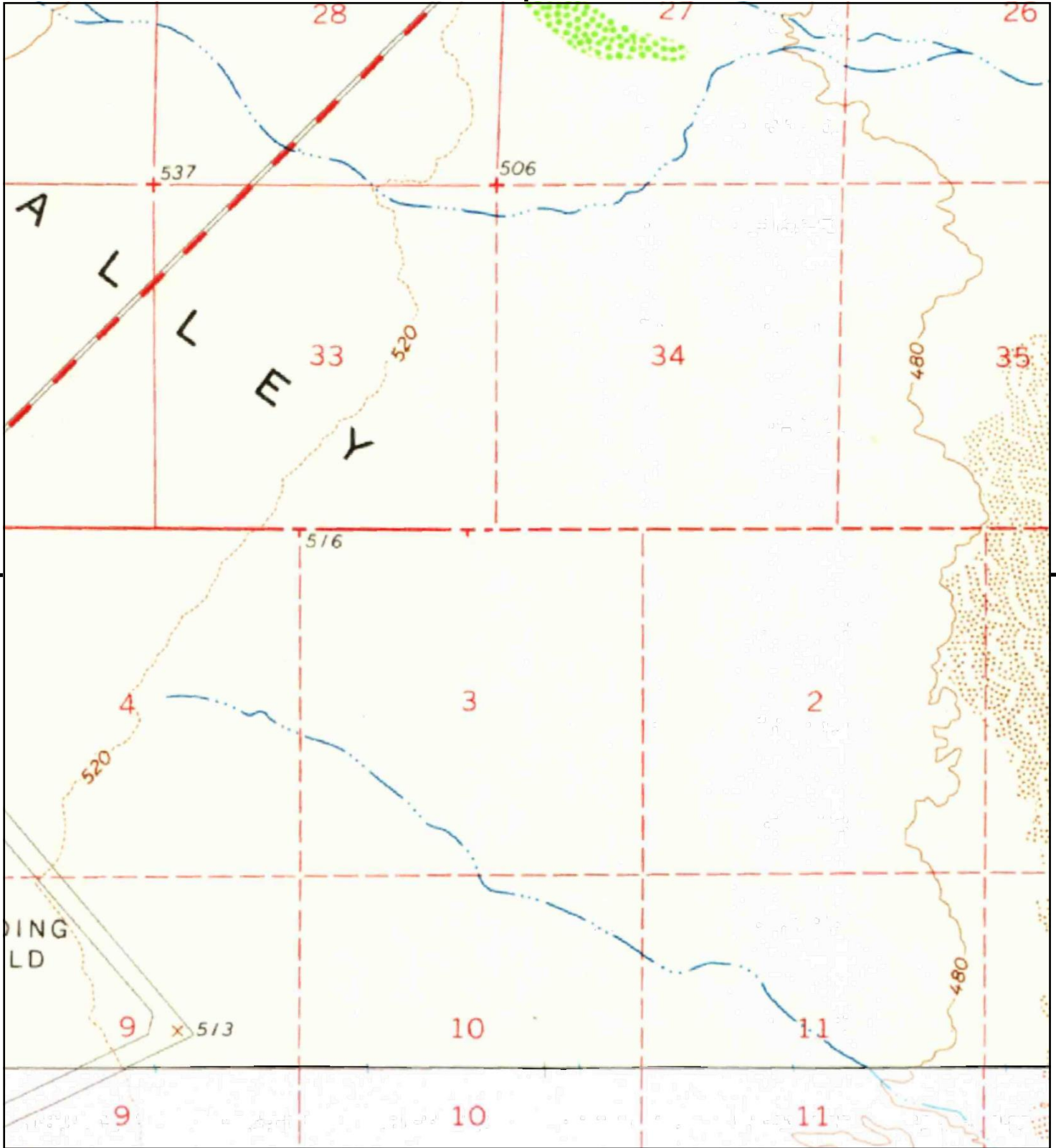
This report includes information from the following map sheet(s).



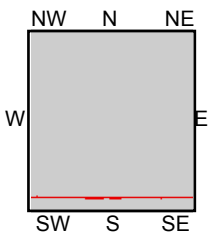
TP, Sidewinder Well, 1983, 7.5-minute  
 SW, Corn Spring, 1986, 7.5-minute

**SITE NAME:** Aragorn-Athos Project  
**ADDRESS:** Riverside County  
 Desert Center, CA 92239  
**CLIENT:** Stantec





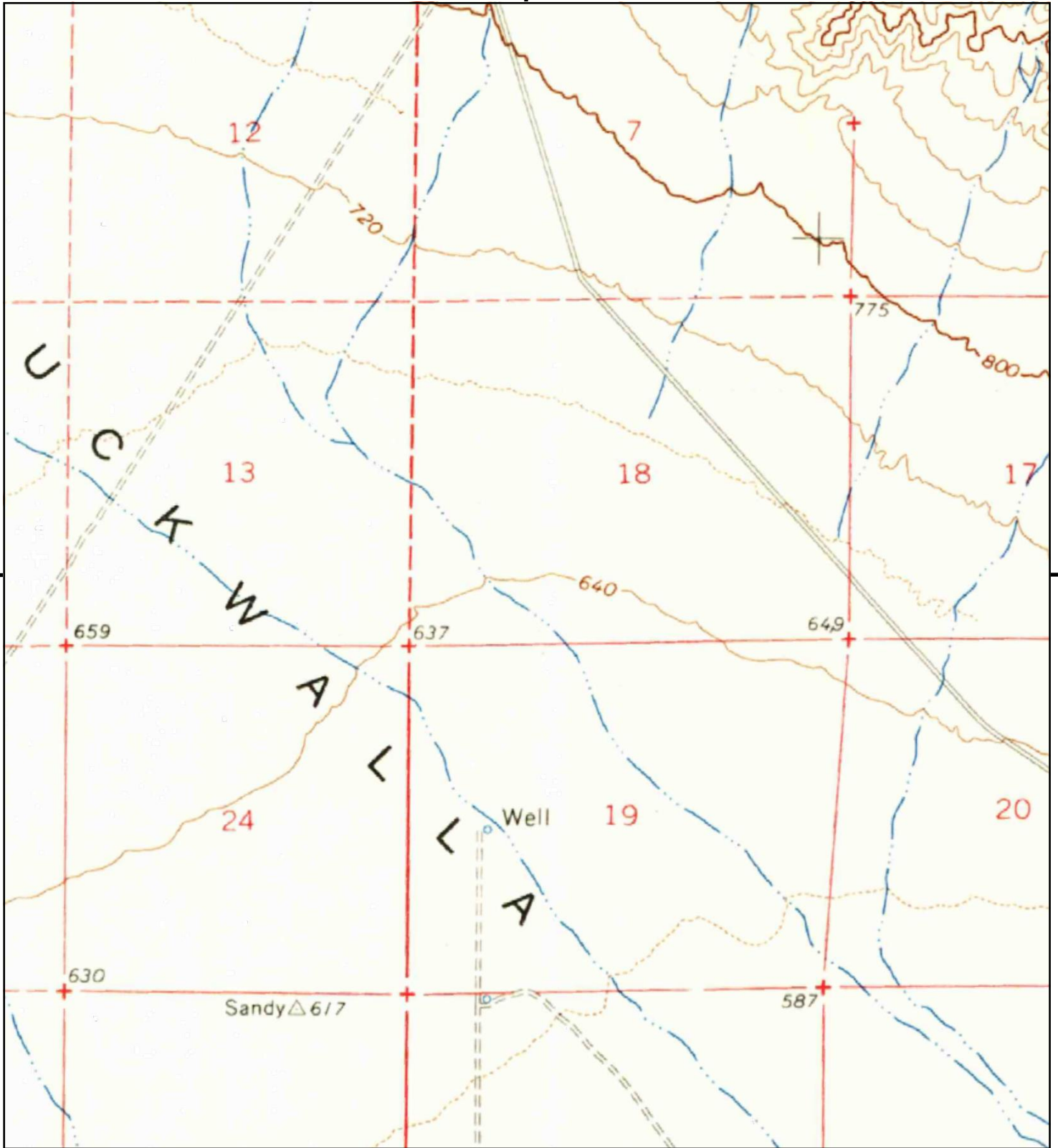
This report includes information from the following map sheet(s).



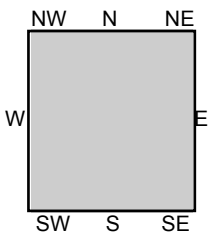
TP, Coxcomb Mountains, 1963, 15-minute  
 SW, Chuckwalla Mountains, 1963, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





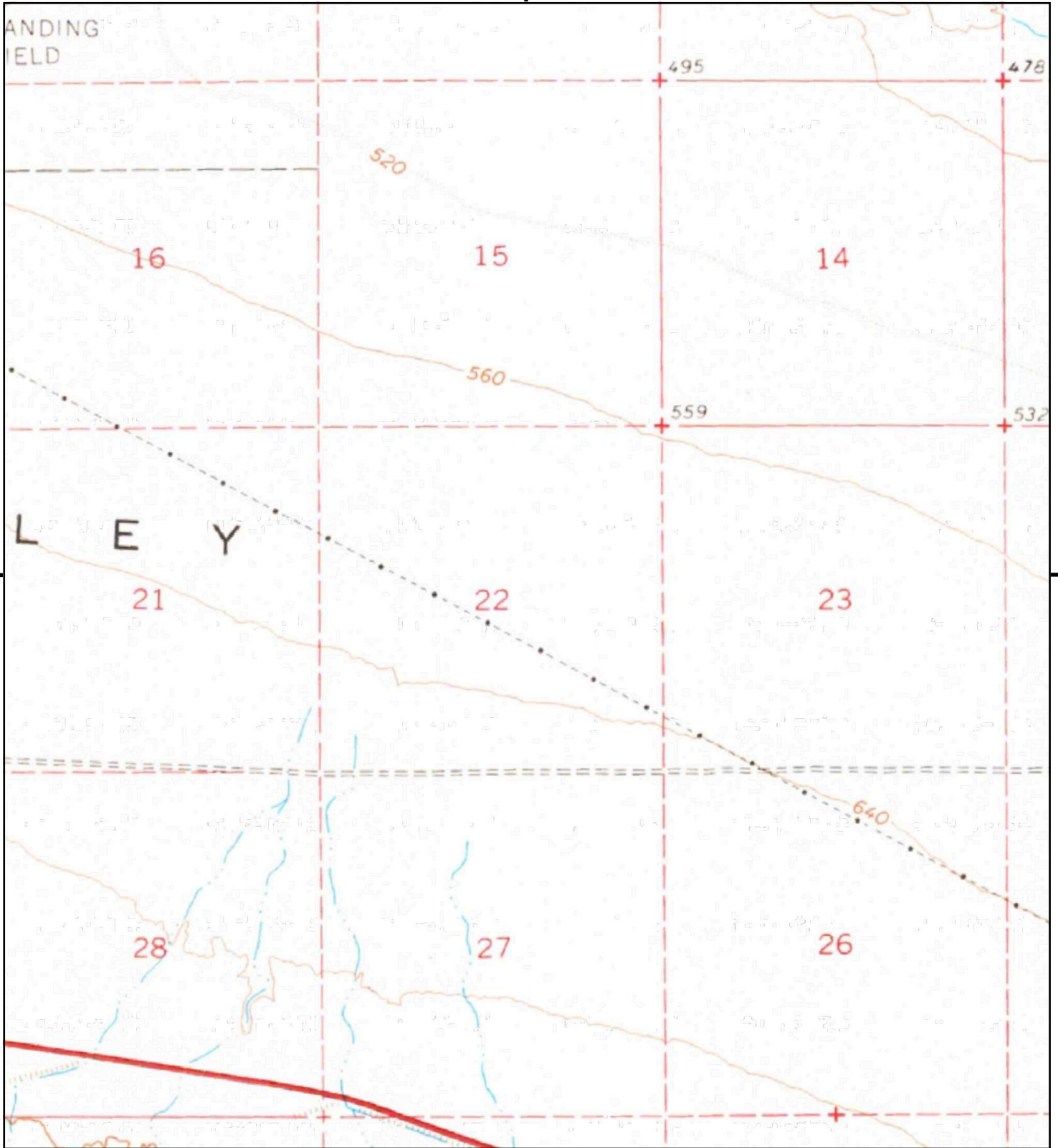
This report includes information from the following map sheet(s).



TP, Coxcomb Mountains, 1963, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





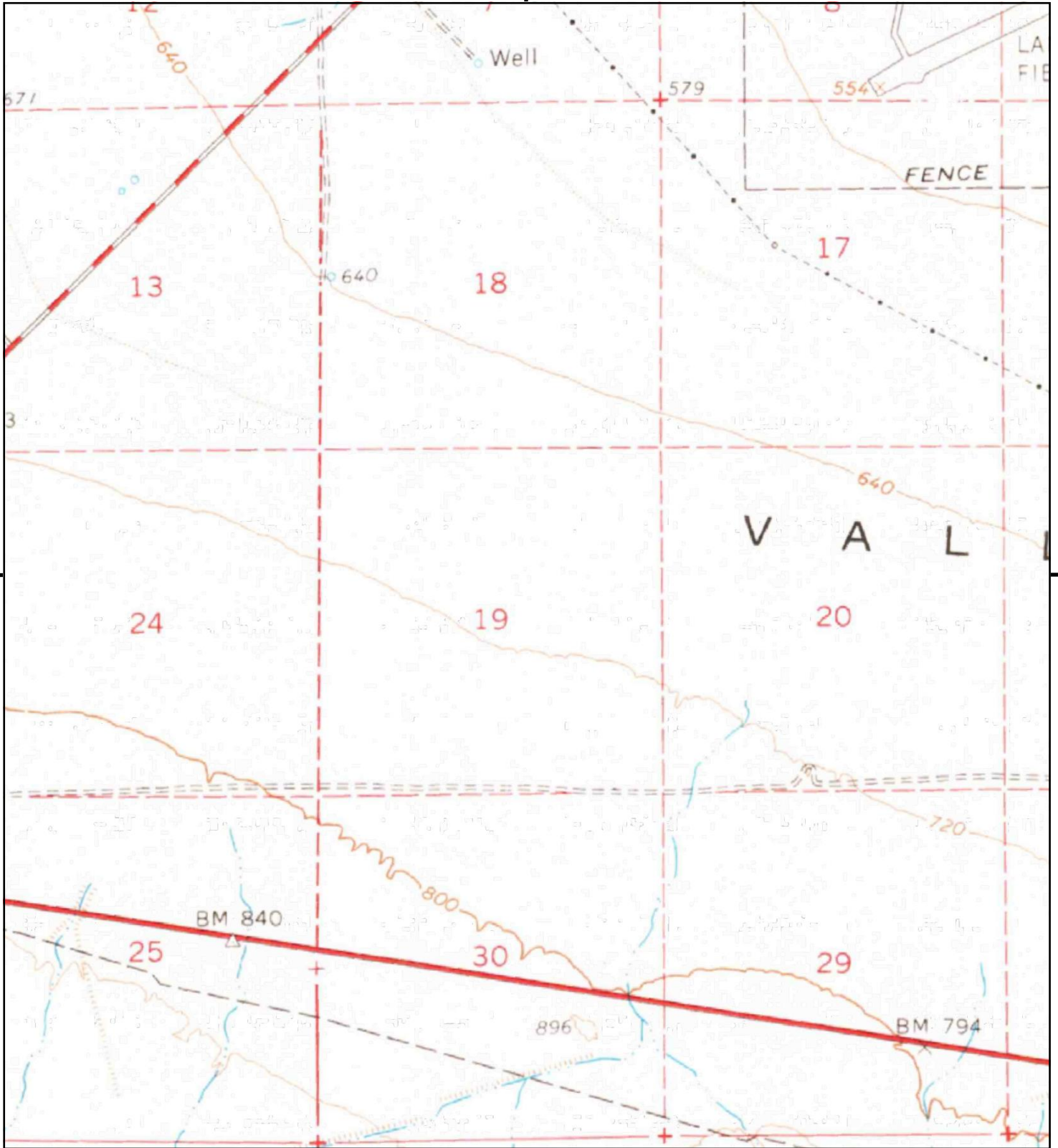
This report includes information from the following map sheet(s).



TP, Chuckwalla Mountains, 1963, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





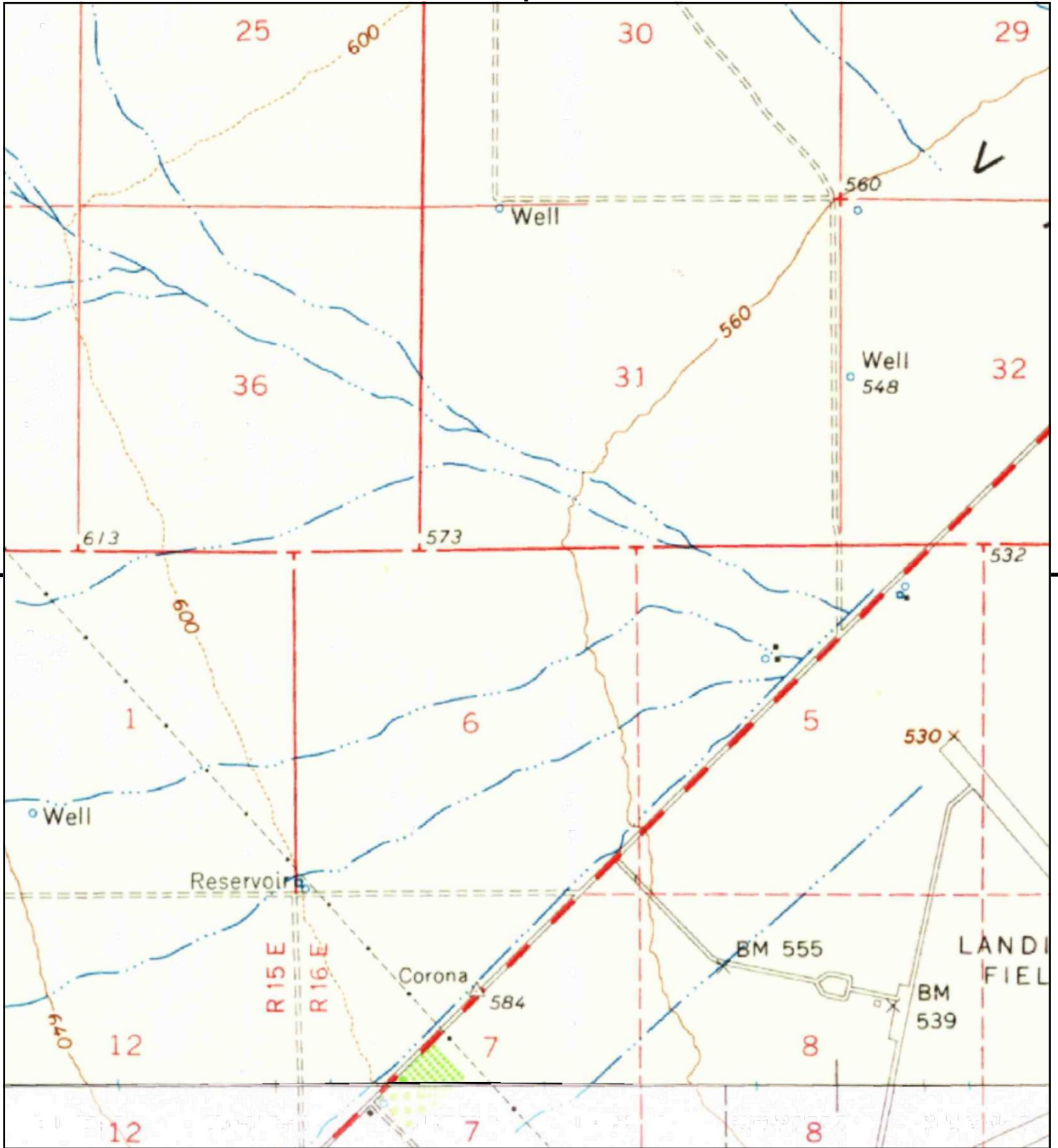
This report includes information from the following map sheet(s).



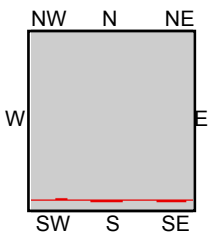
TP, Chuckwalla Mountains, 1963, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





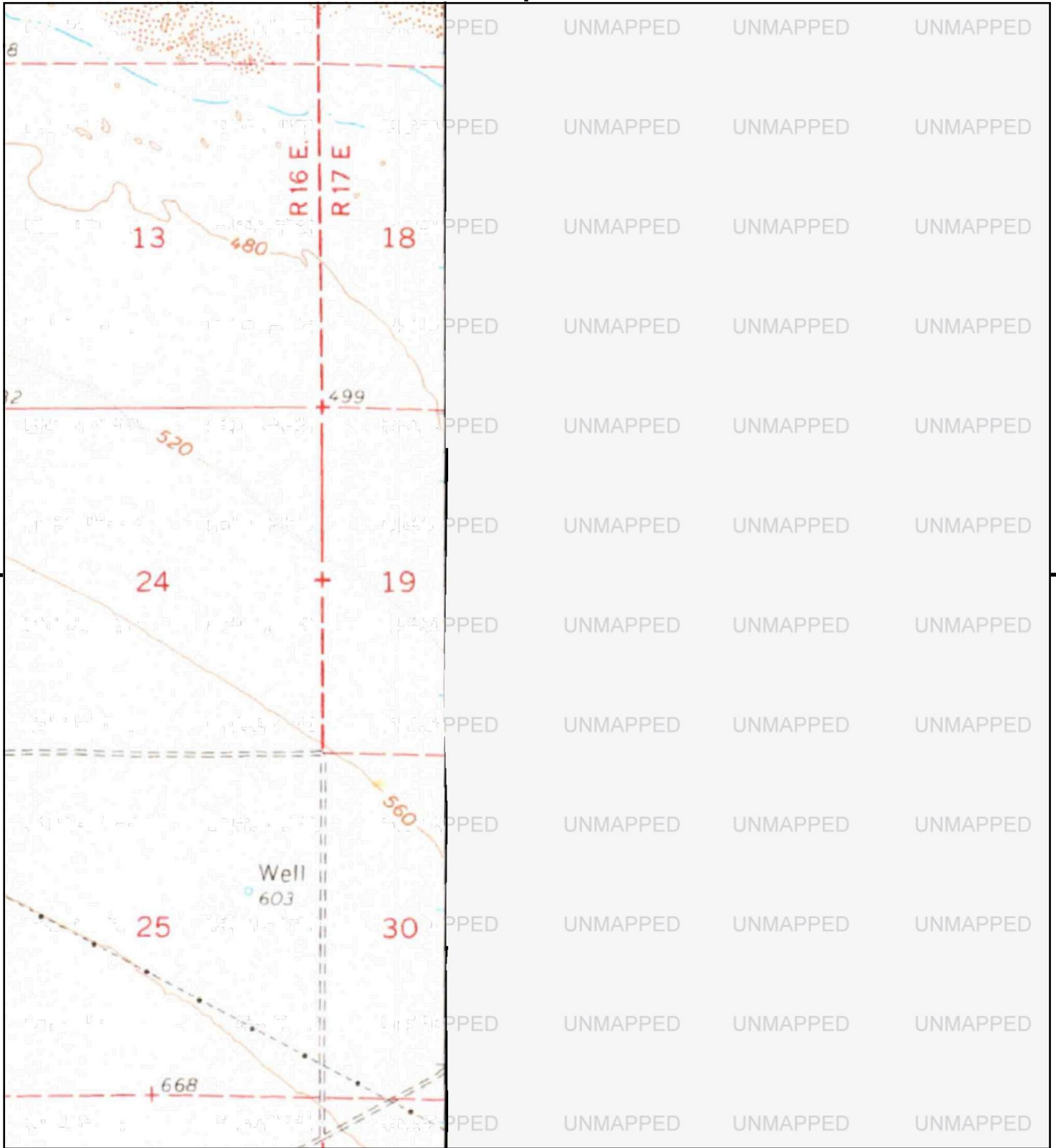
This report includes information from the following map sheet(s).



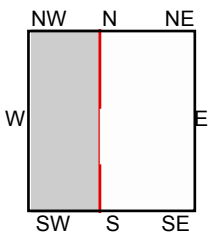
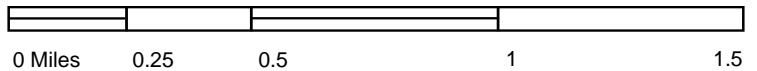
TP, Coxcomb Mountains, 1963, 15-minute  
S, Chuckwalla Mountains, 1963, 15-minute

SITE NAME: Aragorn-Athos Project  
ADDRESS: Riverside County  
Desert Center, CA 92239  
CLIENT: Stantec





This report includes information from the following map sheet(s).

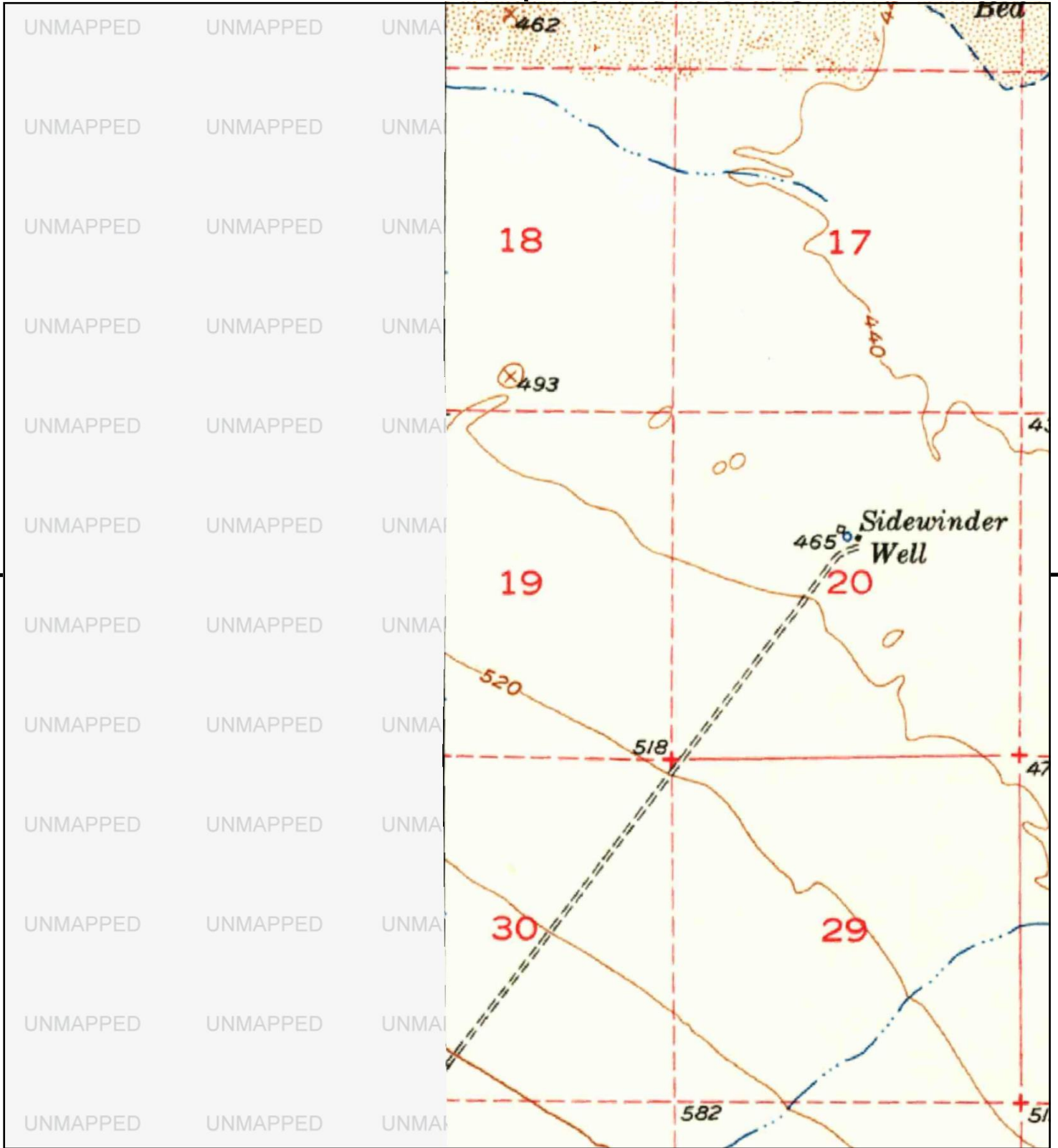


SW, Chuckwalla Mountains, 1963, 15-minute

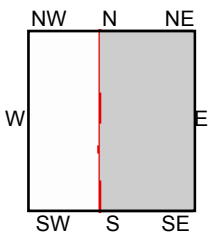
SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec







This report includes information from the following map sheet(s).

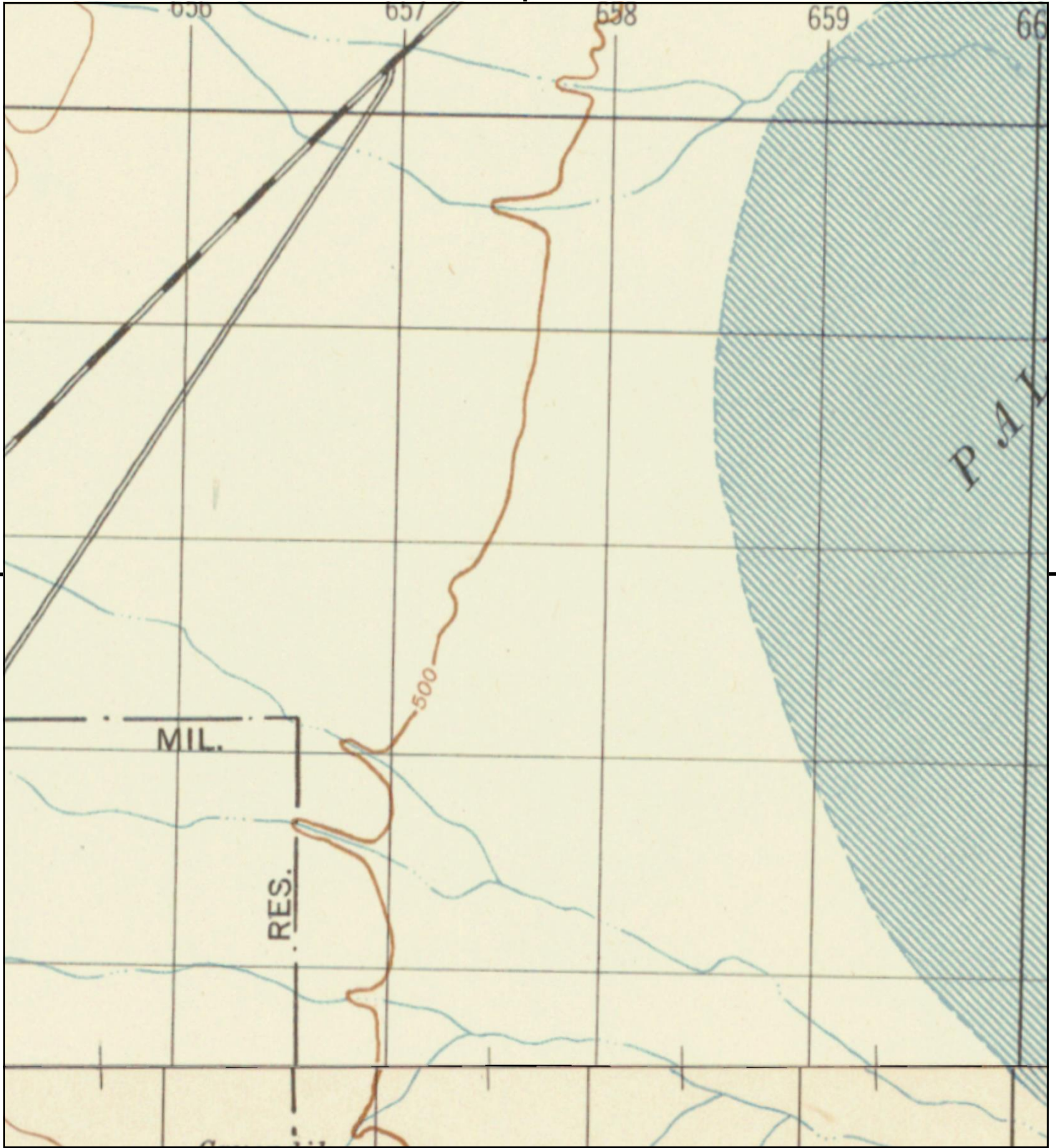


TP, Sidewinder Well, 1952, 15-minute

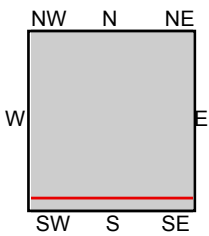
SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec







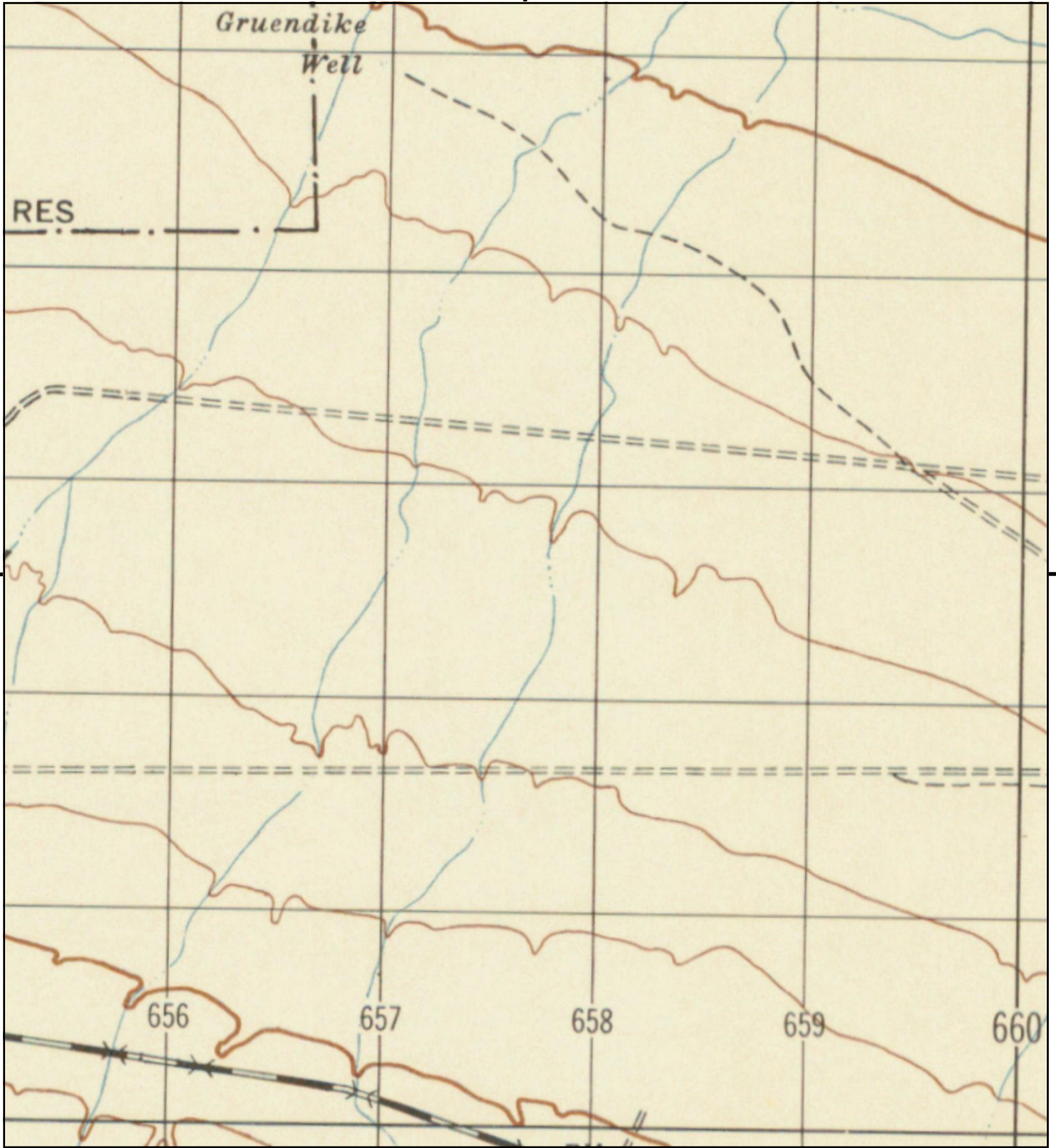
This report includes information from the following map sheet(s).



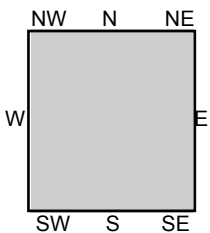
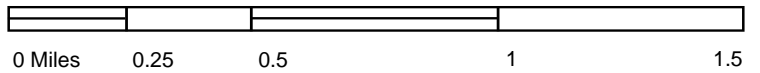
TP, COXCOMB MOUNTAINS, 1947, 15-minute  
 SW, CHUCKWALLA MOUNTAINS, 1947, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





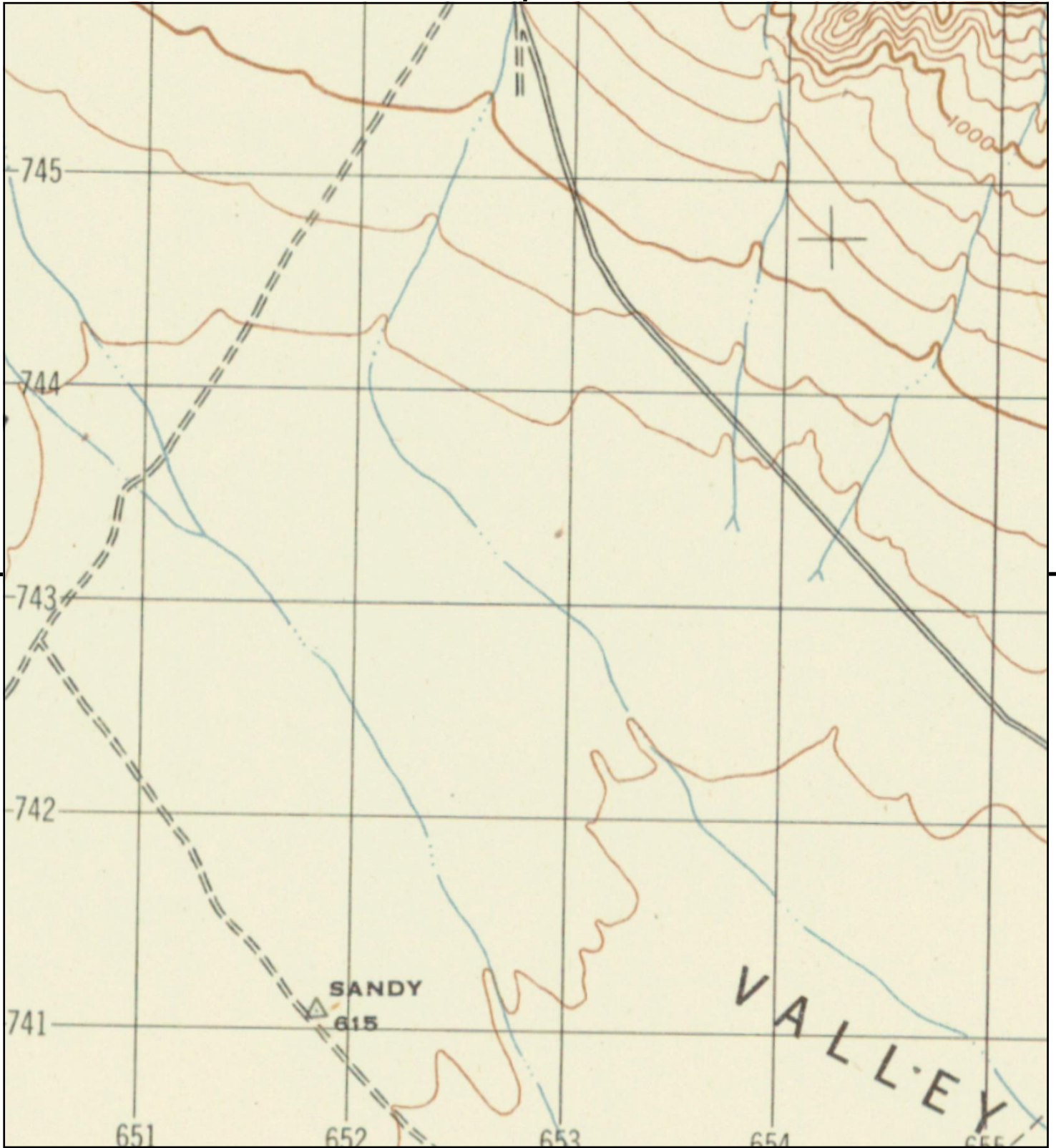
This report includes information from the following map sheet(s).



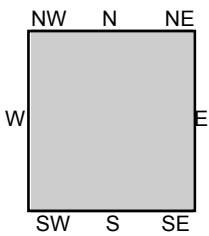
TP, CHUCKWALLA MOUNTAINS, 1947, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





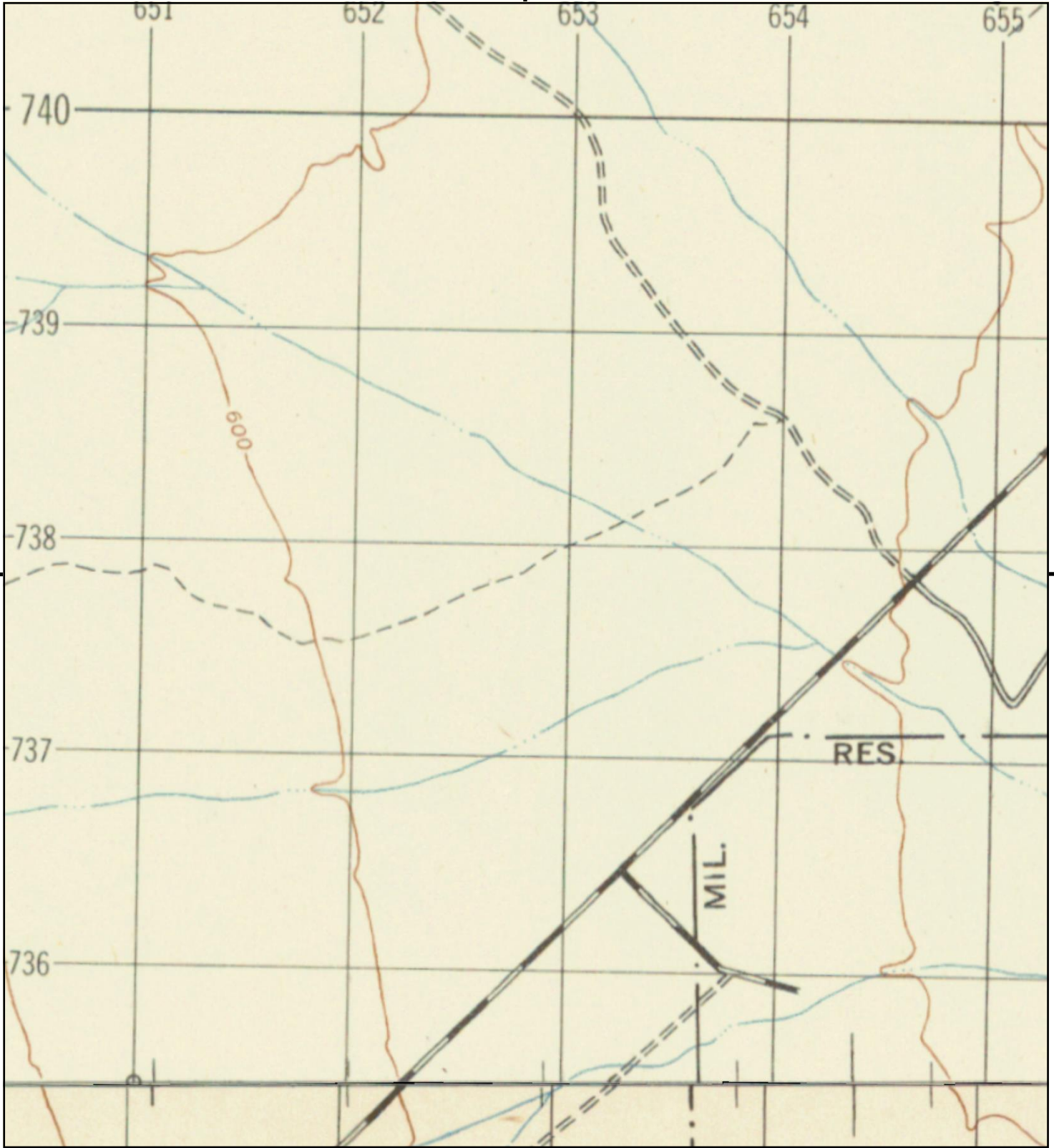
This report includes information from the following map sheet(s).



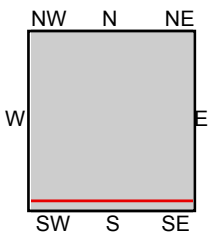
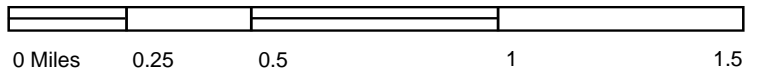
TP, COXCUMB MOUNTAINS, 1947, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





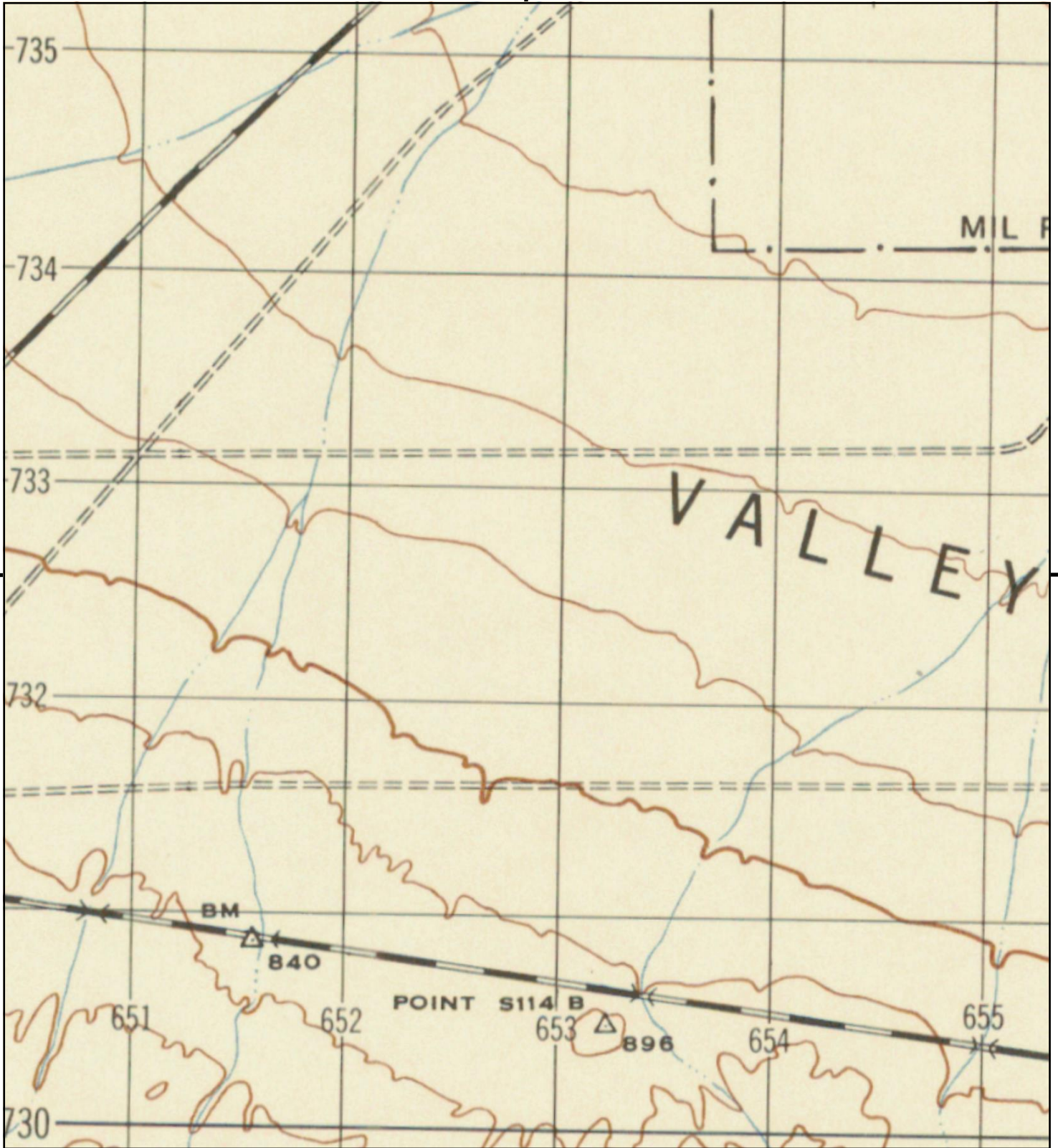
This report includes information from the following map sheet(s).



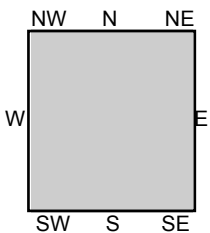
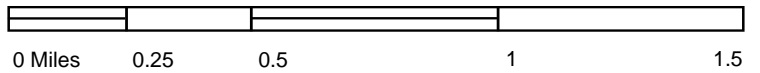
TP, COXCOMB MOUNTAINS, 1947, 15-minute  
S, CHUCKWALLA MOUNTAINS, 1947, 15-minute

SITE NAME: Aragorn-Athos Project  
ADDRESS: Riverside County  
Desert Center, CA 92239  
CLIENT: Stantec





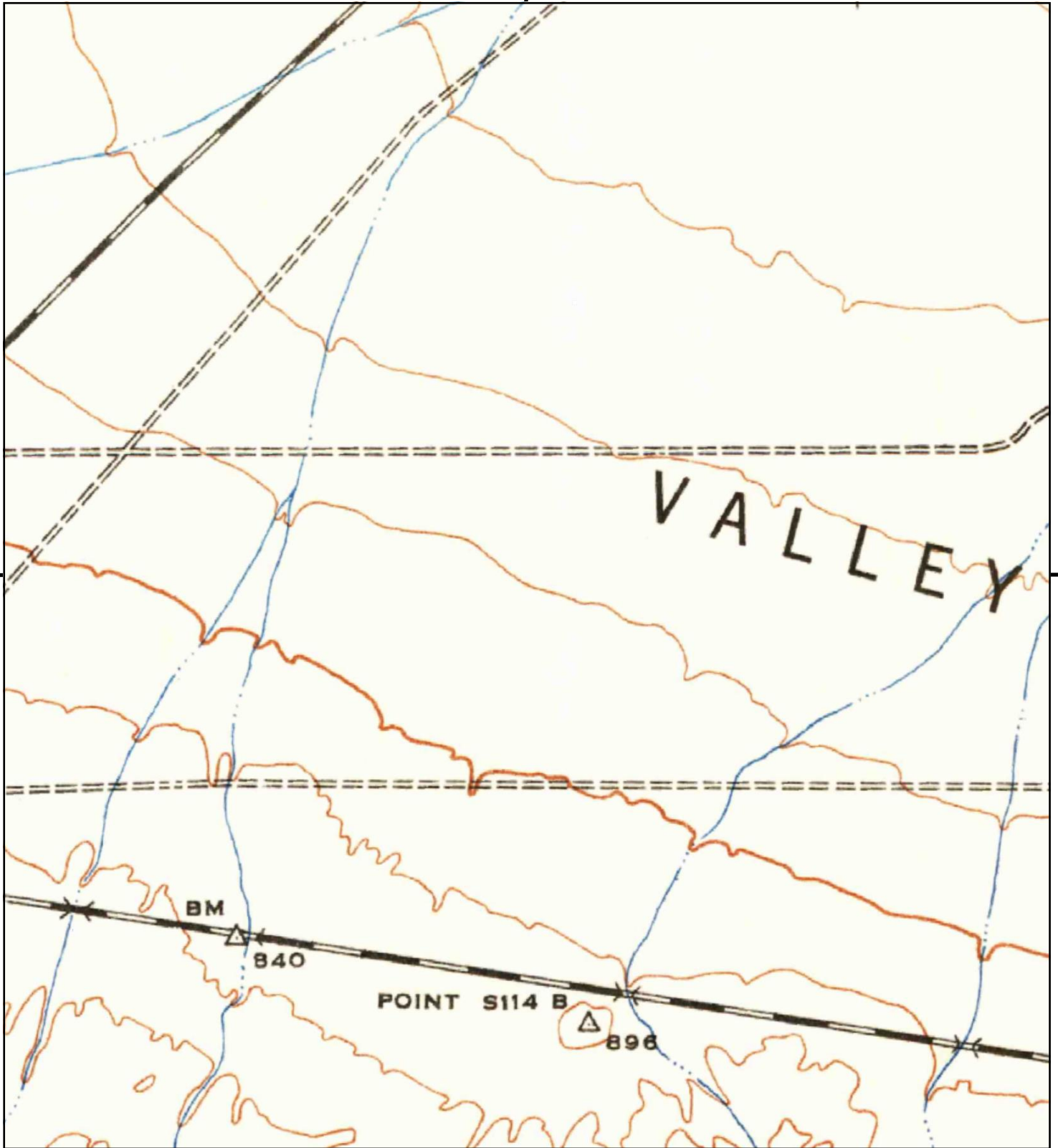
This report includes information from the following map sheet(s).



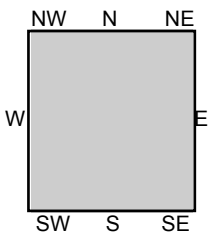
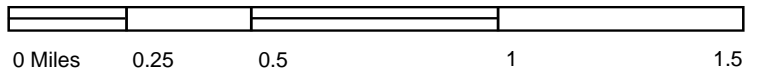
TP, CHUCKWALLA MOUNTAINS, 1947, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





This report includes information from the following map sheet(s).

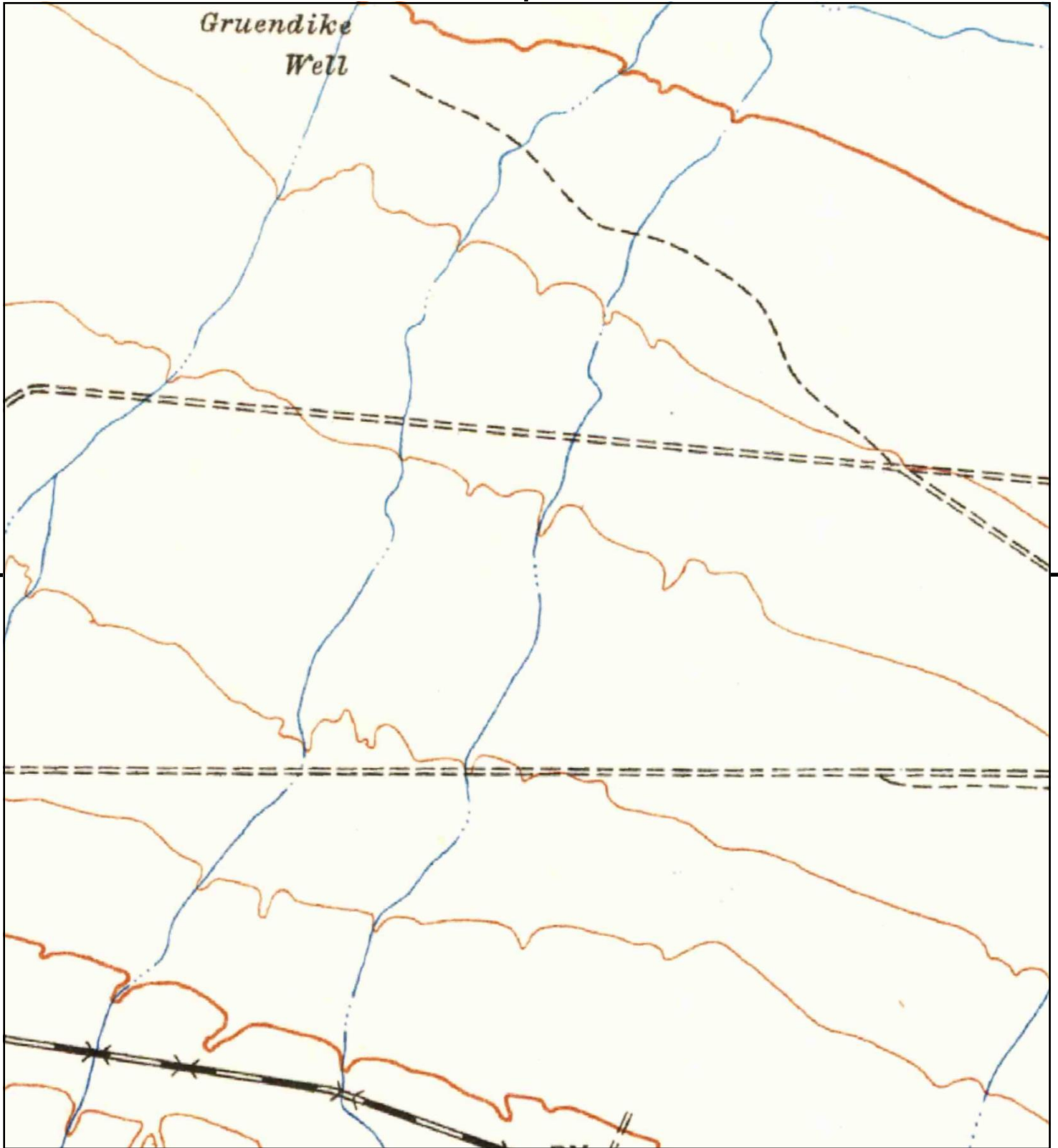


TP, Chuckwalla Mountains, 1944, 15-minute

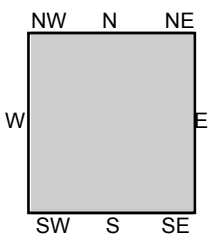
SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec







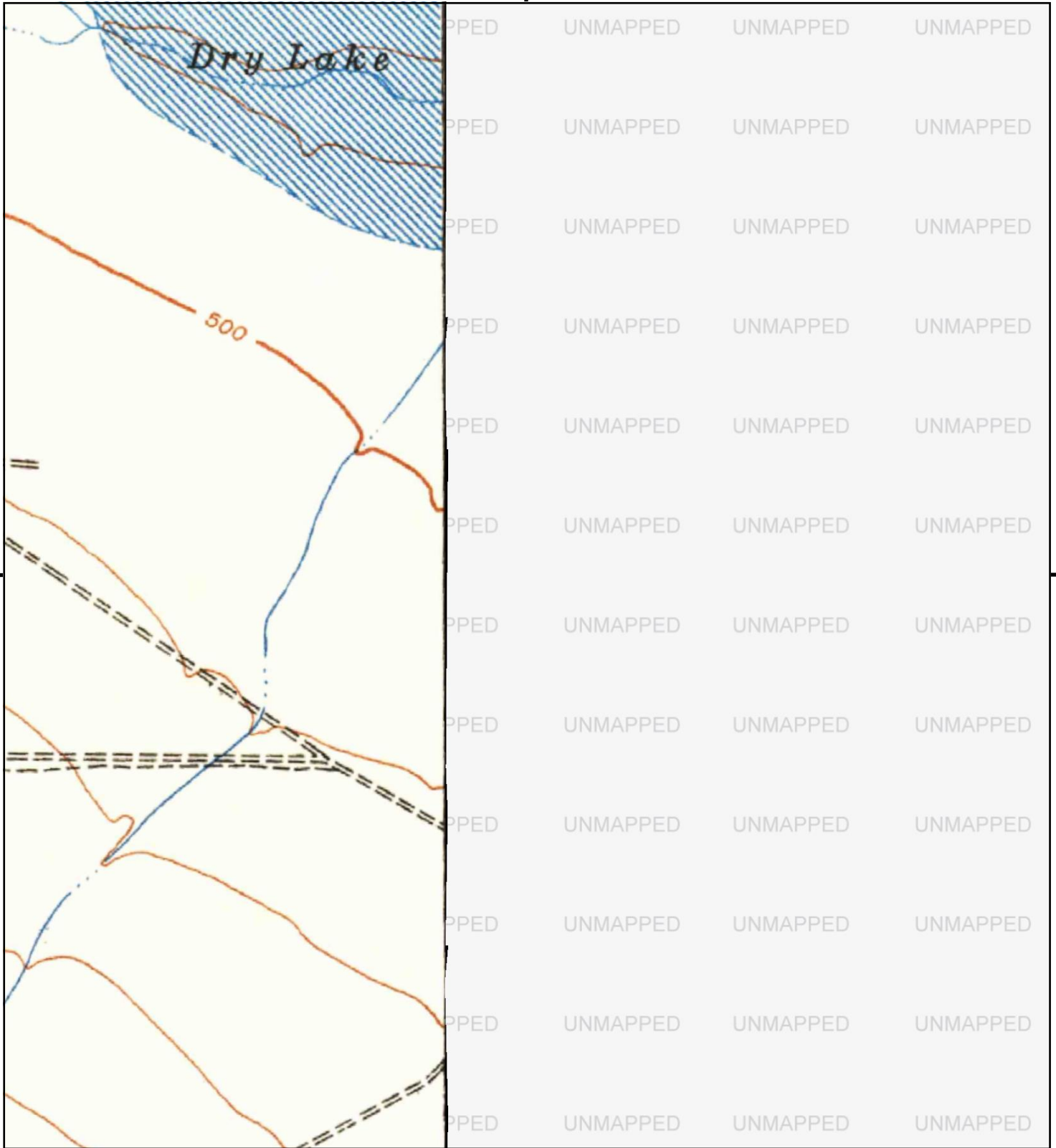
This report includes information from the following map sheet(s).



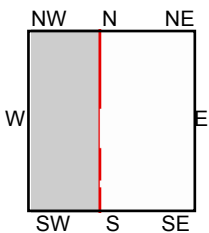
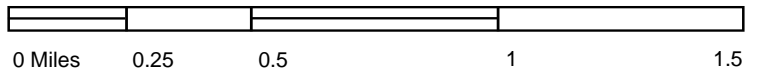
TP, Chuckwalla Mountains, 1944, 15-minute

SITE NAME: Aragorn-Athos Project  
ADDRESS: Riverside County  
Desert Center, CA 92239  
CLIENT: Stantec





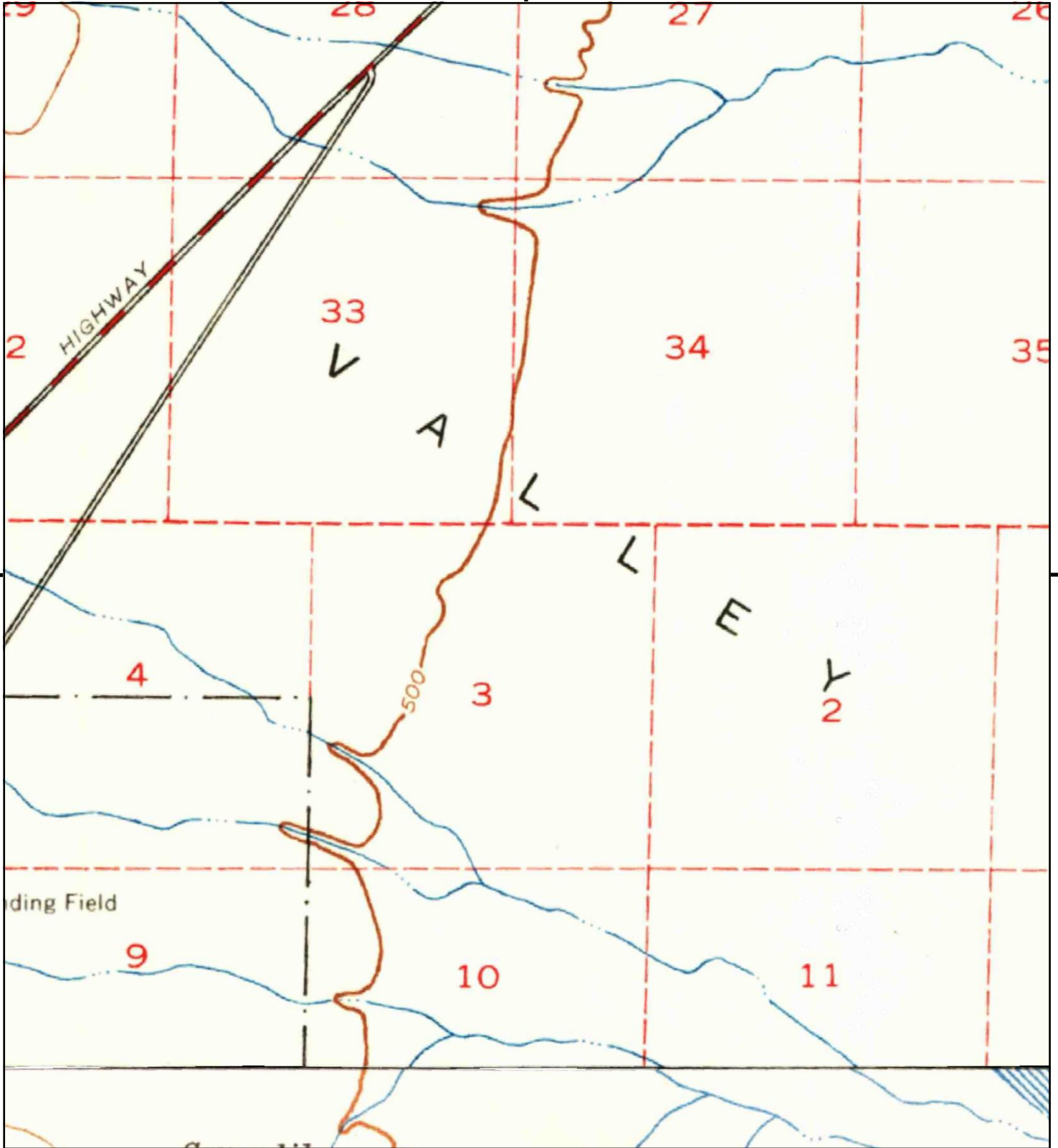
This report includes information from the following map sheet(s).



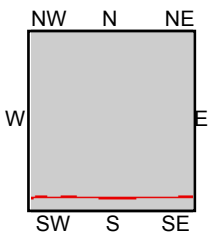
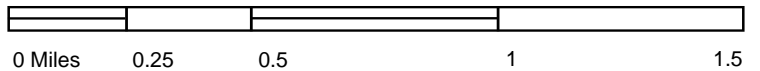
SW, Chuckwalla Mountains, 1944, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





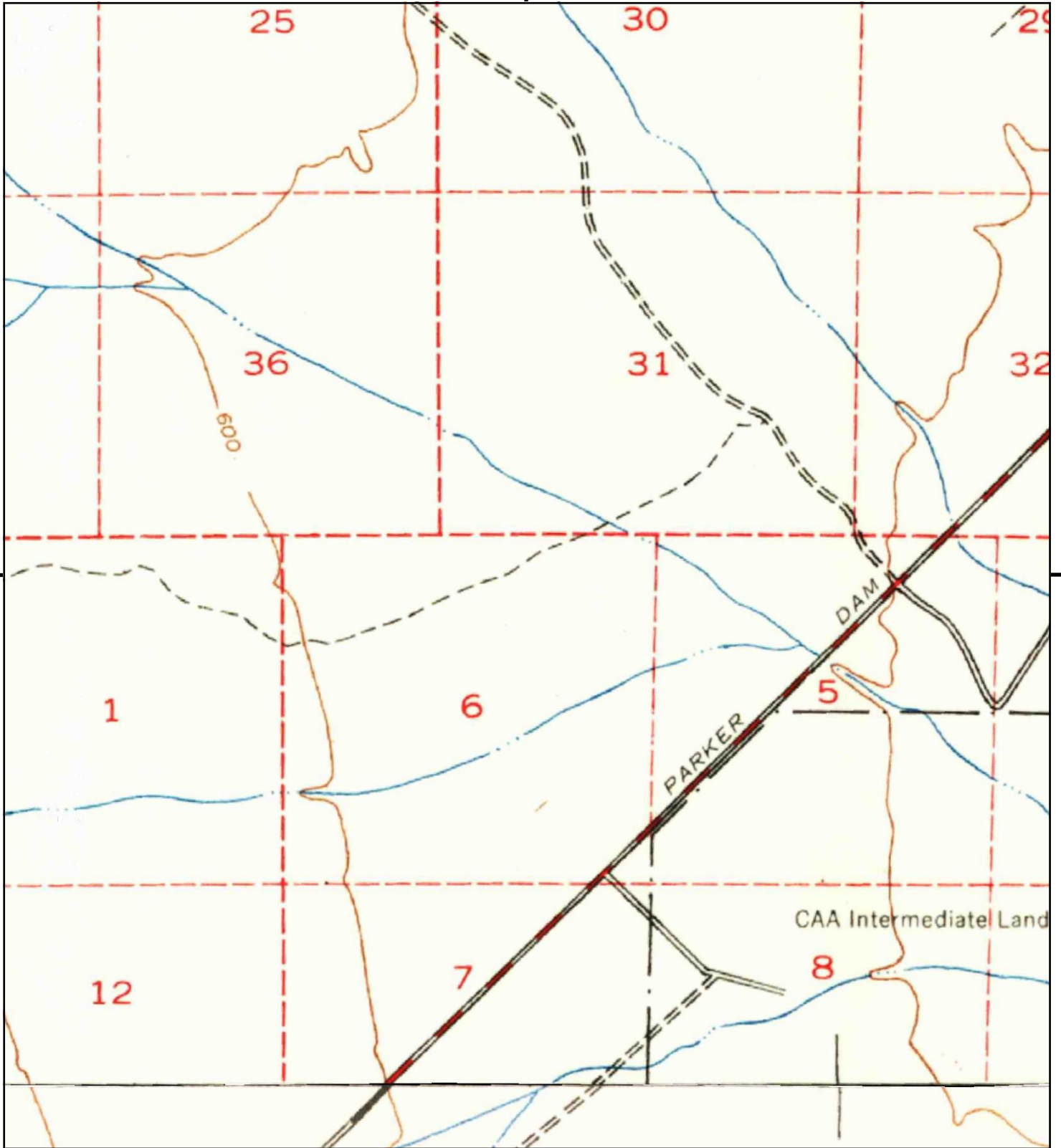
This report includes information from the following map sheet(s).



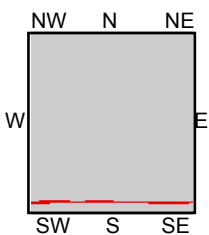
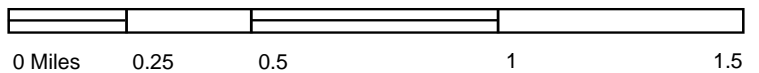
TP, Coxcomb Mountains, 1943, 15-minute  
 SW, Chuckwalla Mountains, 1944, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





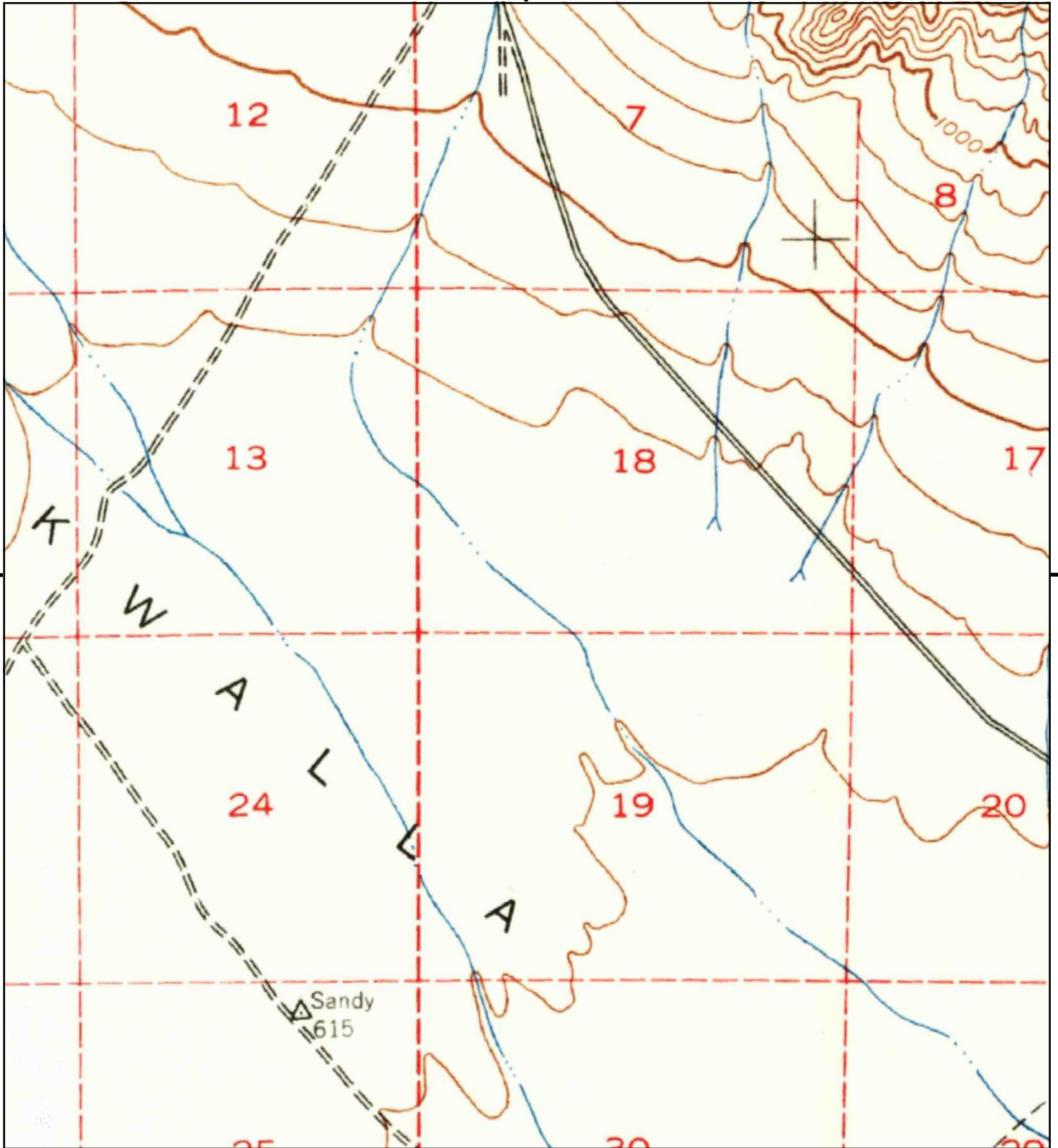
This report includes information from the following map sheet(s).



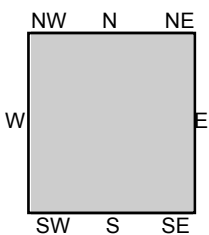
TP, Coxcomb Mountains, 1943, 15-minute  
S, Chuckwalla Mountains, 1944, 15-minute

SITE NAME: Aragorn-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec





This report includes information from the following map sheet(s).



TP, Coxcomb Mountains, 1943, 15-minute

SITE NAME: Aragon-Athos Project  
 ADDRESS: Riverside County  
 Desert Center, CA 92239  
 CLIENT: Stantec



**Aragorn-Athos Project**

Riverside County  
Desert Center, CA 92239

Inquiry Number: 5224815.5  
March 22, 2018

# The EDR-City Directory Image Report

## TABLE OF CONTENTS

### SECTION

Executive Summary

Findings

City Directory Images

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

### **Disclaimer - Copyright and Trademark Notice**

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2017 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc. or its affiliates is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

## EXECUTIVE SUMMARY

### DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

### RECORD SOURCES

EDR's Digital Archive combines historical directory listings from sources such as Cole Information and Dun & Bradstreet. These standard sources of property information complement and enhance each other to provide a more comprehensive report.

EDR is licensed to reproduce certain City Directory works by the copyright holders of those works. The purchaser of this EDR City Directory Report may include it in report(s) delivered to a customer. Reproduction of City Directories without permission of the publisher or licensed vendor may be a violation of copyright.

Data by

*infoUSA*<sup>®</sup>

Copyright©2008  
All Rights Reserved

### RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2014	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
2010	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
2005	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
2000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
1995	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
1992	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
1987	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
1982	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
1977	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive



## FINDINGS

### TARGET PROPERTY STREET

Riverside County  
Desert Center, CA 92239

No Addresses Found

# FINDINGS

## CROSS STREETS

<u>Year</u>	<u>CD Image</u>	<u>Source</u>	
<b><u>HWY 10</u></b>			
2014	-	EDR Digital Archive	Target and Adjoining not listed in Source
2010	-	EDR Digital Archive	Target and Adjoining not listed in Source
2005	-	EDR Digital Archive	Target and Adjoining not listed in Source
2000	-	EDR Digital Archive	Target and Adjoining not listed in Source
1995	-	EDR Digital Archive	Target and Adjoining not listed in Source
1992	-	EDR Digital Archive	Target and Adjoining not listed in Source
1987	-	EDR Digital Archive	Target and Adjoining not listed in Source
1982	-	EDR Digital Archive	Target and Adjoining not listed in Source
1977	-	EDR Digital Archive	Target and Adjoining not listed in Source

## **RICE RD**

2014	pg. A1	EDR Digital Archive
2010	pg. A2	EDR Digital Archive
2005	pg. A3	EDR Digital Archive
2000	pg. A4	EDR Digital Archive
1995	pg. A5	EDR Digital Archive
1992	pg. A6	EDR Digital Archive
1987	pg. A7	EDR Digital Archive
1982	pg. A8	EDR Digital Archive
1977	pg. A9	EDR Digital Archive

## **City Directory Images**

**RICE RD 2014**

24101 DEAN, JO  
24455 CARNEY, D  
25300 CHUCKWALLA VALLEY ASSOC LLC  
25950 GREEN ACRES MOBILE PARK  
ZELLER, MARY E  
25971 OCCUPANT UNKNOWN,

**RICE RD 2010**

24700 FARMING BIODIESEL INC  
25300 CHUCKWALLA VALLEY ASSOC LLC  
25950 DEITER, ROBERT  
GREEN ACRES MOBILE PARK

**RICE RD 2005**

24101 LINDERMAN, SANDY  
25950 GREEN ACRES MOBILE PARK

**RICE RD 2000**

24101 HOPKINS, WALTER V  
24455 CARNEY, C  
25481 HOLDER, DON  
25940 LUTH, STEPHEN  
25950 GREEN ACRES MOBILE PARK  
ZEILER, MARY  
25991 BROWN, R O  
26440 REAMES, MARIA

**RICE RD 1995**

22100 PICKEL, S  
24101 HOPKINS, WALTER V  
25481 HOLDER, DON  
MORRISON, C  
25940 LUTH, EUGENE  
25950 BROWN, DEAN  
DANIELS, JAMES A  
GREEN ACRES MOBILE HOME PARK  
WILKINSON, ANNMARI  
25951 BREES, VIRGIL O  
25971 MOSQUEDA, RAUL  
25991 BROWN, ROY O  
26440 REAMES, ALLEN



**RICE RD 1992**

22100 PICKEL, S  
23375 GESELL, MINERVA  
MEDICKE, RICHARD  
24101 HOPKINS, WALTER V  
24455 CARNEY, C  
25481 HOLDER, DON  
MORRISON FARMS  
25940 HEATH, WILLIAM  
25950 GREEN ACRES MOBILE HOME PARK  
25951 BREES, VIRGIL O  
25971 MOSQUEDA, RAUL  
25991 BROWN, ROY O  
26440 REAMES, ALLEN

**RICE RD 1987**

25481 MORRISON FARMS  
25931 RAINDANCE IRRIGATION  
25950 GREEN ACRES MOBILE HOME PARK

**RICE RD 1982**

24500 BELSBY DONEL  
25931 RAINDANCE IRRIGATION  
25940 DESERT ENTERPRISES UNION 76

**RICE RD 1977**

25940 DESERT ENTERPRISES UNION 76

Aragorn-Athos Project

Riverside County

Desert Center, CA 92239

Inquiry Number: 5224815.3

March 20, 2018

## Certified Sanborn® Map Report



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

# Certified Sanborn® Map Report

03/20/18

**Site Name:**

Aragorn-Athos Project  
Riverside County  
Desert Center, CA 92239  
EDR Inquiry # 5224815.3

**Client Name:**

Stantec  
25864-F Business Center Drive  
Redlands, CA 92374  
Contact: Dion Monge



The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Stantec were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting [www.edrnet.com/sanborn](http://www.edrnet.com/sanborn).

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

### Certified Sanborn Results:

**Certification #** E2DE-4455-B34A  
**PO #** NA  
**Project** 185804152



Sanborn® Library search results

Certification #: E2DE-4455-B34A

### UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- Library of Congress
- University Publications of America
- EDR Private Collection

*The Sanborn Library LLC Since 1866™*

### Limited Permission To Make Copies

Stantec (the client) is permitted to make up to FIVE photocopies of this Sanborn Map transmittal and each fire insurance map accompanying this report solely for the limited use of its customer. No one other than the client is authorized to make copies. Upon request made directly to an EDR Account Executive, the client may be permitted to make a limited number of additional photocopies. This permission is conditioned upon compliance by the client, its customer and their agents with EDR's copyright policy; a copy of which is available upon request.

### Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice. Copyright 2018 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

**PHASE I ENVIRONMENTAL SITE ASSESSMENT**

Appendix F

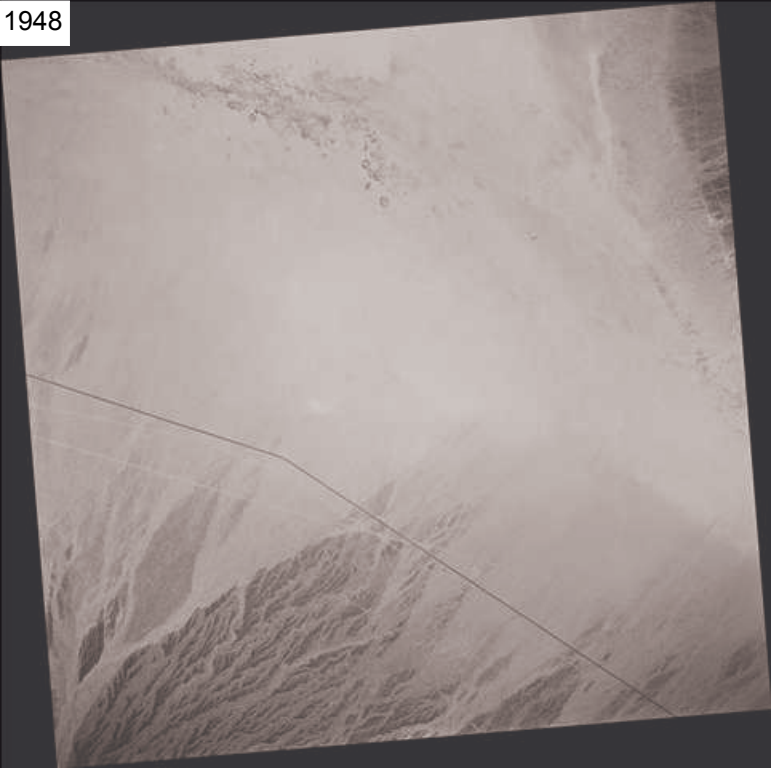
**Appendix F**  
**HISTORICAL AERIAL PHOTOGRAPHS (COMPACT DISC)**

1948





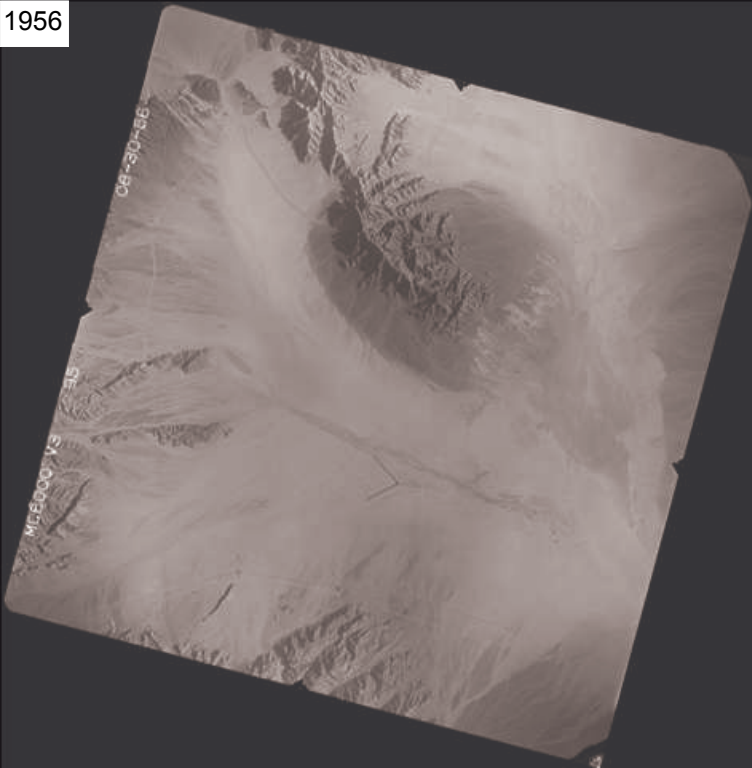
1948



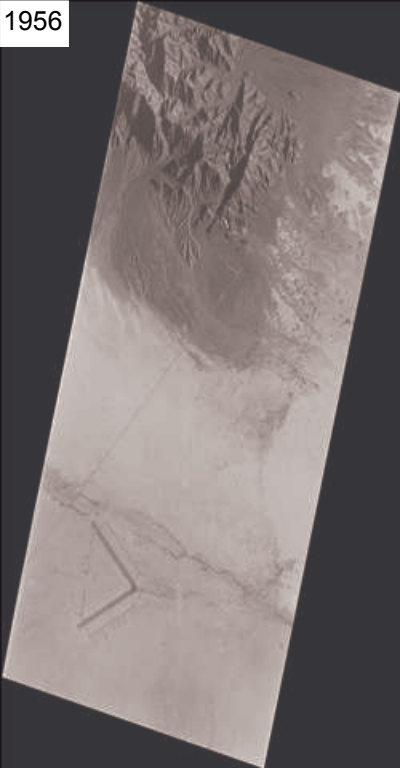
1948



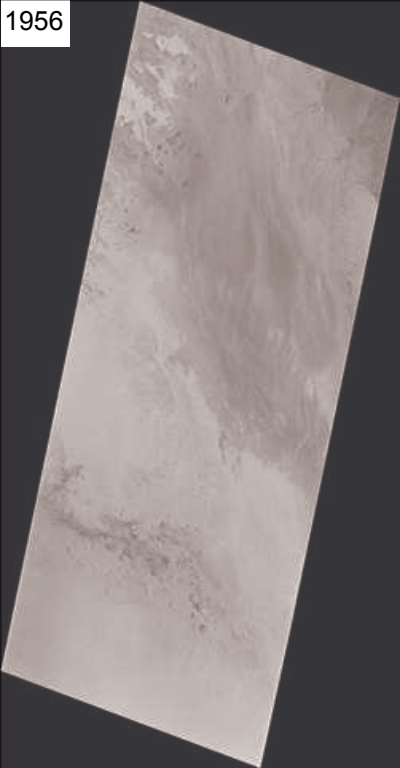
1956



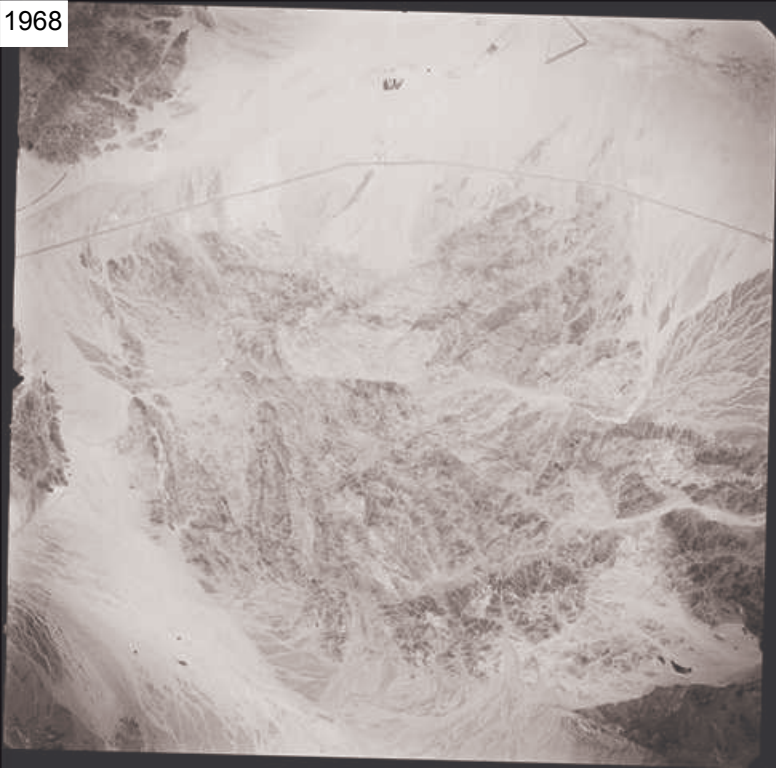
1956



1956



1968

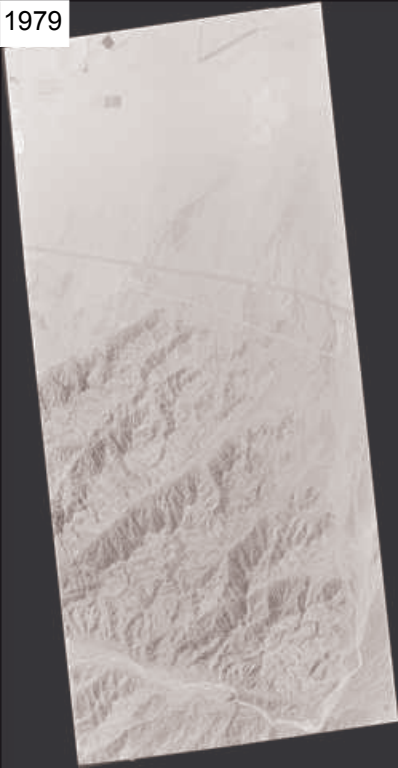


1979

833 13



1979

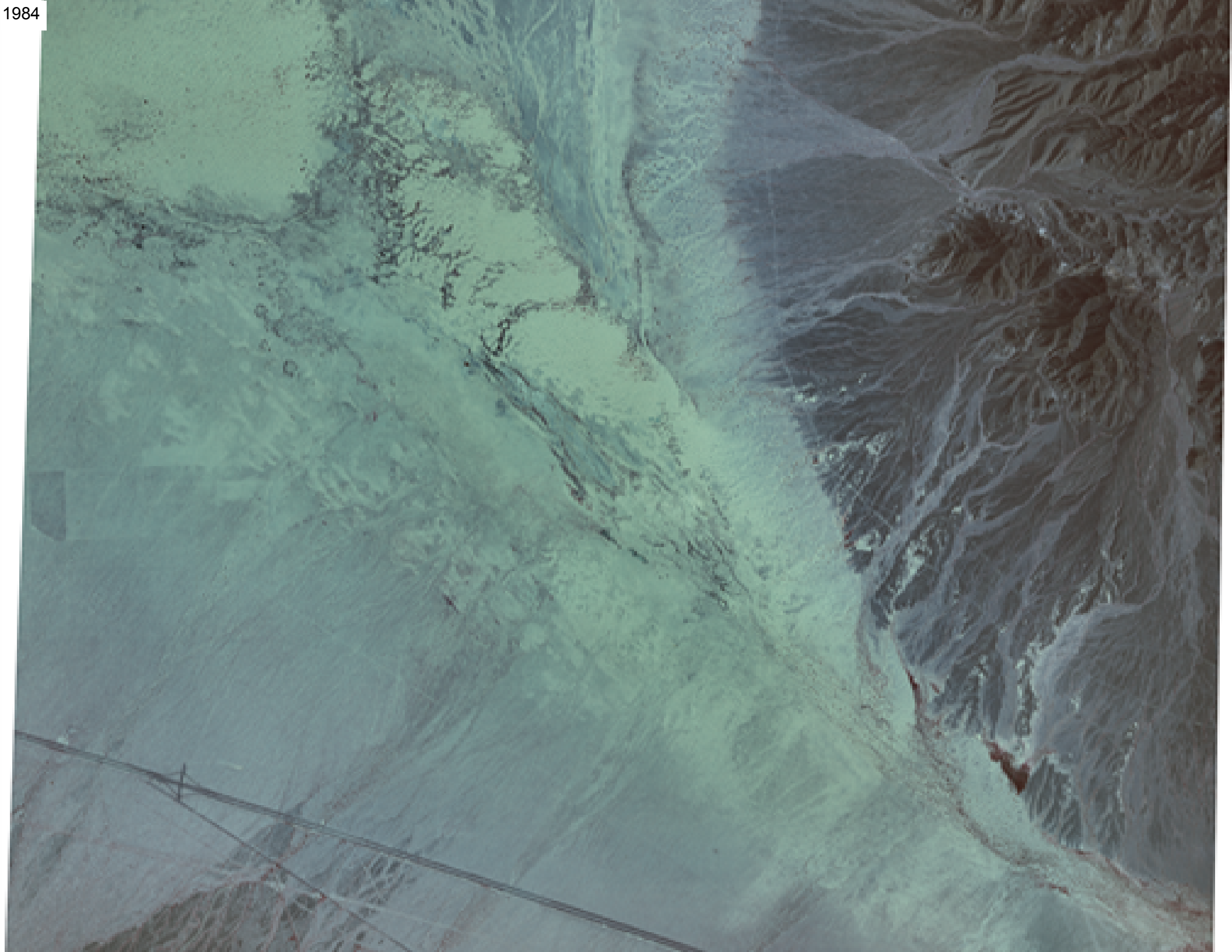




1979



1984





1984



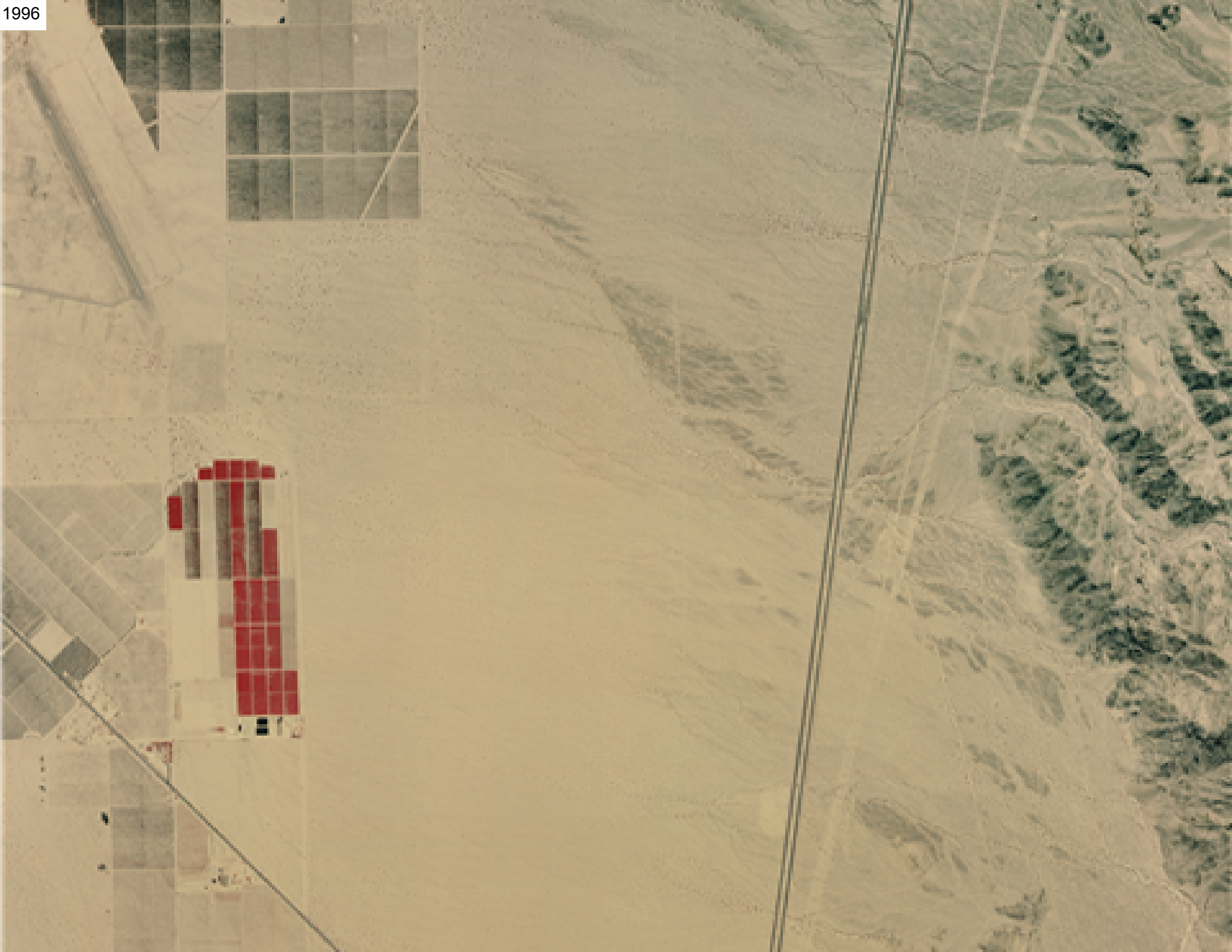
1996



1996



1996



1996





2005



2005



2005



2005



2010



2010



2010



2010

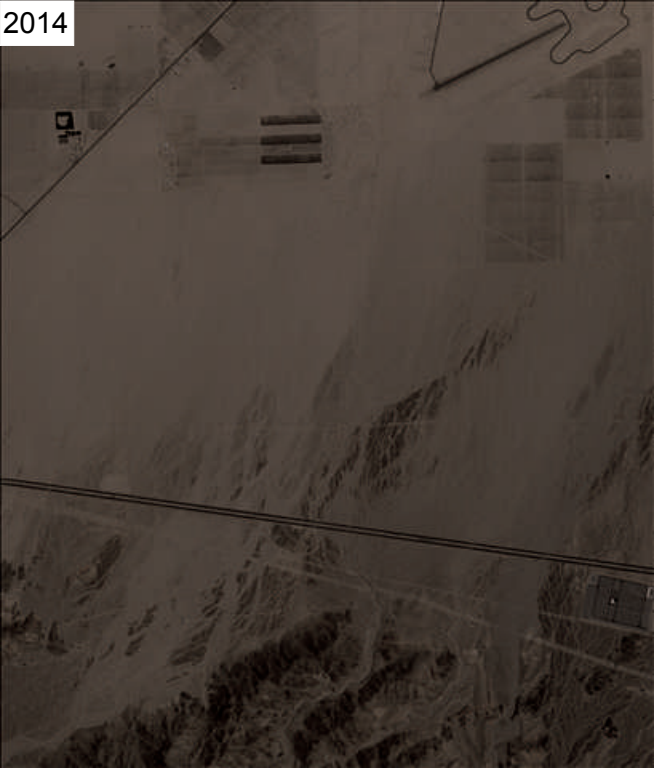




2010



2014



2014



2014

