SAN LUIS OBISPO COUNTY

DEPARTMENT OF PLANNING AND BUILDING

THIS IS A NEW PROJECT REFERRAL

DATE: 7/6/2012

TO: _____

FROM: Jo Manson, Inland Team

PROJECT DESCRIPTION: SUB2012-00001 MID AMERICAN/ TOPAZ SOLAR- Conditional Certificate of Compliance for 640 acres. APN: 037-261-001.

Return this letter with your comments attached no later than: 14 days from receipt of this referral. CACs please respond within 60 days. Thank you.

PART 1 - IS THE ATTACHED INFORMATION ADEQUATE TO COMPLETE YOUR REVIEW?

- ☐ YES (Please go on to PART II.)
- ☐ NO (Call me ASAP to discuss what else you need. We have only 10 days in which we must obtain comments from outside agencies.)

PART II - ARE THERE SIGNIFICANT CONCERNS, PROBLEMS OR IMPACTS IN YOUR AREA OF REVIEW?

- ☐ YES (Please describe impacts, along with recommended mitigation measures to reduce the impacts to less-than-significant levels, and attach to this letter)
- ☐ NO (Please go on to PART III)

PART III - INDICATE YOUR RECOMMENDATION FOR FINAL ACTION.

Please attach any conditions of approval you recommend to be incorporated into the project's approval, or state reasons for recommending denial.

IF YOU HAVE "NO COMMENT," PLEASE SO INDICATE, OR CALL.

_____

_____

_____

Date	Name	Phone

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO • CALIFORNIA 93408 • (805)781-5600

EMAIL: planning @co.slo.ca.us • FAX: (805) 781-1242• WEBSITE: http://www.sloplanning.org

DEVELOPER'S STATEMENT
CONDITIONAL CERTIFICATES OF COMPLIANCE
TOPAZ SOLAR FARMS LLC/MIDAMERICAN RENEWABLES, LLC

The applicant proposes and agrees to incorporate conservation commitments into the conditions of the Certificate of Compliance that will aid in the preservation of the property. These conditions will become a part of the project description and therefore become a part of the record of action upon which the environmental determination is based. These conditions shall be perpetual and run with the land. These conditions are binding on all successors in interest of the subject property beginning at the time of the recordation of the Certificate of Compliance.

The primary purpose of these conditions is to maintain or restore the property to natural conditions in an effort to preserve wildlife habitat and biodiversity.

In order to meet these conditions applicant agrees to record an Open Space /Conservation Easement over the land which will be drafted in consultation with County staff and include adequate language to meet the intent of the conditions including, but not limited to, limiting the amount of development allowed in the future.

Owner Signature:

Topaz Solar Farms LLC

GENERAL APPLICATION FORM

San Luis Obispo County Department of Planning and Building

File No SUB2012-00001

C12-0052

APPLICATION TYPE - CHECK ALL THAT APPLY

- ☐ Public Lot
- ☐ Lot Line Adjustment
- ☐ Parcel Map
- ☐ Tract Map
- ☐ Receiving Site
- ☐ Sending Site
- ☐ Road Abandonment
- ☐ Road Name
- ☐ Reversion to Acreage
- ☐ Reconsideration
- ☐ Condominium (new or conversion)
- ☐ Voluntary Merger
- ☒ Certificate of Compliance

APPLICANT INFORMATION Check box for contact person assigned to this project

☐ Landowner Name **Topaz Solar Farms LLC** Daytime Phone **515-242-3988**
Mailing Address **1850 N. Central #1025, Phoenix, AZ** Zip Code **85004**
Email Address:

☐ Applicant Name **MidAmerican Renewables, LLC** Daytime Phone
Mailing Address **666 Grand Ave., Des Moines, IA 50309** Zip Code
Email Address:

☒ Agent Name **Tami Poe** Daytime Phone **805-835-8570**
Mailing Address **PO Box 3221, Atascadero, CA** Zip Code **93423**
Email Address:

PROPERTY INFORMATION

Total Size of Site: **640 AC** Assessor Parcel Number(s): **037-261-001**
Legal Description: **All of Section 25, Township 28 South, Range 17 East, MDM**
Address of the project (if known):
Directions to the site (including gate codes) - describe first with name of road providing primary access to the site, then nearest roads, landmarks, etc.: **Bitterwater Rd & Highway 58**

Describe current uses, existing structures, and other improvements and vegetation on the property:
AG - grazing land

PROPOSED PROJECT

Describe the proposed project (incl. size of all proposed parcels): **One (1) Conditional Certificate of Compliance for 640 Acres.**

LEGAL DECLARATION

I, the owner of record of this property, have completed this form accurately and declare that all statements here are true. I do hereby grant official representatives of the county authorization to inspect the subject property.

Property owner signature ? Signature Not Verified Tami Poe Digitally signed by Tami Poe DN: cn=Tami Poe, o=Tami Poe Land Use Planning, c=US Date: 2011.10.27 09:30:31 -08'00' Date 6/7/12

FOR STAFF USE ONLY

Minimum Parcel Size: _____ ☐ sq. feet ☐ acres ☐ by PAS? ☐ by Ordinance?

CERTIFICATE OF COMPLIANCE APPLICATION

San Luis Obispo County Department of Planning and Building File No _____

Project Information:

Number of existing lots or parcels: 1 Existing parcel sizes: 640 ac

Number of lots, parcels, certificates or merged parcel requested: 1

Is the property part of a previous subdivision that you filed? ☐ Yes ☑ No

If Yes, what was the map number: ☐ Tract No: _____ ☐ CO _____ ☐ COAL _____

Have you reviewed county records to determine if the subject property has ever been the subject of:
a recorded certificate of compliance or a recorded map? ☐ Yes ☑ No
Building permits or other approval? ☐ Yes ☑ No

If you answered Yes to either question, please provide copies of all applicable materials.

For Conditional Certificates of Compliance only, please answer the following questions:

Surrounding parcel ownership: Do you own adjacent property? ☑ Yes ☐ No
If yes, what is the acreage of all property you own that surrounds the project site? 4480 + AC

Describe existing access to the proposed project site:
Highway 58 East to Bitterwater Rd., North on Bitterwater Rd.

Surrounding land use: What are the uses of the land surrounding your property (when applicable, please specify all agricultural uses):
North: Ag - grazing South: Ag - grazing
East: Ag - grazing West: Ag - grazing

Proposed water source: ☐ On-site well ☐ Shared well ☐ Other N/A
☐ Community System - List the agency or company responsible for provision: _____
Do you have a valid will-serve letter? ☐ Yes (If yes, please submit copy) ☐ No

Proposed sewage disposal: ☐ Individual on-site system ☐ Other N/A
☐ Community System - List the agency or company responsible for sewage disposal: _____
Do you have a valid will-serve letter? ☐ Yes (If yes, please submit copy) ☐ No

Fire Agency: List the agency responsible for fire protection: CalFire

List available or proposed utilities: ☐ Gas ☐ Telephone ☐ Electricity ☐ Cable TV

ENVIRONMENTAL DESCRIPTION FORM

San Luis Obispo County Department of Planning and Building File No _____

The California Environmental Quality Act (CEQA) requires all state and local agencies to consider and mitigate environmental impacts for their own actions and when permitting private projects. The Act also requires that an environmental impact report (EIR) be prepared for all actions that may significantly affect the quality of the environment. The information you provide on this form will help the Department of Planning and Building determine whether or not your project will significantly affect the quality of the environment.

To ensure that your environmental review is completed as quickly as possible, please remember to:

a. Answer **ALL** of the questions as accurately and completely as possible.
b. Include any additional information or explanations where you believe it would be helpful or where required. Include additional pages if needed.
c. If you are requesting a land division or a re-zoning, be sure to include complete information about future development that may result from the proposed land division or rezoning.
d. Include references to any reports or studies you are aware of that might be relevant to the questions asked or the answers you provide.

Should a determination be made that the information is inaccurate or insufficient, you will be required to submit additional information upon request.

Physical Site Characteristic Information

Your site plan will also need to show the information requested here:

1. Describe the topography of the site:
   Level to gently rolling, 0-10% slopes: _____acres
   Moderate slopes of 10-30%: 640 acres
   Steep slopes over 30%: _____acres
2. Are there any springs, streams, lakes or marshes on or near the site? ☐ Yes ☑ No
   If yes, please describe: _____
3. Are there any flooding problems on the site or in the surrounding area? ☐ Yes ☑ No
   If yes, please describe: _____
4. Has a drainage plan been prepared? ☐ Yes ☑ No
   If yes, please include with application.
5. Has there been any grading or earthwork on the project site? ☐ Yes ☑ No
   If yes, please explain: _____
6. Has a grading plan been prepared? ☐ Yes ☑ No
   If yes, please include with application.
7. Are there any sewer ponds/waste disposal sites on/adjacent to the project? ☐ Yes ☑ No
8. Is a railroad or highway within 300 feet of your project site? ☐ Yes ☑ No
9. Can the proposed project be seen from surrounding public roads? ☑ Yes ☐ No
   If yes, please list: _____

Water Supply Information N/A

1. What type of water supply is proposed?
   ❑ Individual well ❑ Shared well ❑ Community water system
2. What is the proposed use of the water?
   ❑ Residential ❑ Agricultural - Explain _____
   ❑ Commercial/Office - Explain _____
   ❑ Industrial – Explain _____
3. What is the expected daily water demand associated with the project? _____
4. How many service connections will be required? _____
5. Do operable water facilities exist on the site?
   ❑ Yes ❑ No If yes, please describe: _____
6. Has there been a sustained yield test on proposed or existing wells?
   ❑ Yes ❑ No If yes, please attach.
7. Does water meet the Health Agency's quality requirements? ❑ Yes ❑ No
   Bacteriological? ❑ Yes ❑ No
   Chemical? ❑ Yes ❑ No
   Physical ❑ Yes ❑ No
   Water analysis report submitted? ❑ Yes ❑ No
8. Please check if any of the following have been completed on the subject property and/or submitted to County Environmental Health.
   ❑ Well Driller's Letter ❑ Water Quality Analysis ❑ OK or ❑ Problems
   ❑ Will Serve Letter ❑ Pump Test _____ Hours_____G.P.M.
   ❑ Surrounding Well Logs ❑ Hydrologic Study ❑ Other _____

Please attach any letters or documents to verify that water is available for the proposed project.

Sewage Disposal Information N/A

If an on-site (individual) subsurface sewage disposal system will be used:

1. Has an engineered percolation test been accomplished?
   ❑ Yes ❑ No If yes, please attach a copy.
2. What is the distance from proposed leach field to any neighboring water wells? _____ feet
3. Will subsurface drainage result in the possibility of effluent reappearing in surface water or on adjacent lands, due to steep slopes, impervious soil layers or other existing conditions?
   ❑ Yes ❑ No
4. Has a piezometer test been completed?
   ❑ Yes ❑ No
5. Will a Waste Discharge Permit from the Regional Water Quality Control Board be required?
   ❑ Yes ❑ No *(a waste discharge permit is typically needed when you exceed 2,500 gallons per day)*

If a community sewage disposal system is to be used: N/A

1. Is this project to be connected to an existing sewer line? ❑ Yes ❑ No
   Distance to nearest sewer line: _____ Location of connection: _____
2. What is the amount of proposed flow? _____ G.P.D.
3. Does the existing collection treatment and disposal system have adequate additional capacity to accept the proposed flow? ❑ Yes ❑ No

Solid Waste Information N/A

1. What type of solid waste will be generated by the project?
   ☐ Domestic ☐ Industrial ☐ Agricultural ☐ Other, please explain? _____
2. Name of Solid Waste Disposal Company: _____
3. Where is the waste disposal storage in relation to buildings? _____
4. Does your project design include an area for collecting recyclable materials and/or composting materials? ☐ Yes ☐ No

Community Service Information

1. Name of School District: N/A
2. Location of nearest police station: _____
3. Location of nearest fire station: _____
4. Location of nearest public transit stop: _____
5. Are services (grocery/other shopping) within walking distance of the project? ☐ Yes ☐ No
   If yes, what is the distance? _____ feet/miles

Historic and Archeological Information

1. Please describe the historic use of the property: Grazing/Vacant Land
2. Are you aware of the presence of any historic, cultural or archaeological materials on the project site or in the vicinity? ☐ Yes ☑ No
   If yes, please describe: _____
3. Has an archaeological surface survey been done for the project site? ☐ Yes ☑ No
   If yes, please include two copies of the report with the application.

Agricultural Information

Only complete this section if your site is: 1) Within the Agricultural land use category, or 2) currently in agricultural production.

1. Is the site currently in Agricultural Preserve (Williamson Act)? ☑ Yes ☐ No
2. If yes, is the site currently under land conservation contract? ☑ Yes ☐ No
3. If your land is currently vacant or in agricultural production, are there any restrictions on the crop productivity of the land? That is, are there any reasons (i.e., poor soil, steep slopes) the land cannot support a profitable agricultural crop? Please explain in detail: N/A

Special Project Information

1. Describe any amenities included in the project, such as park areas, open spaces, common recreation facilities, etc.(these also need to be shown on your site plan): _____
   Conservation Easement to be applied over entire property
2. Will the development occur in phases? ☐ Yes ☑ No
   If yes describe: _____
3. Do you have any plans for future additions, expansion or further activity related to or connected with this proposal? ☐ Yes ☑ No If yes, explain: _____
4. Are there any proposed or existing deed restrictions? ☑ Yes ☐ No

If yes, please describe: **Conservation Easement to be applied over entire property**

Energy Conservation Information

1. Describe any special energy conservation measures or building materials that will be incorporated into your project *: **None**

   *The county's Building Energy Efficient Structures (BEES) program can reduce your construction permit fees. Your building must exceed the California State Energy Standards (Title 24) in order to qualify for this program. If you are interested in more information, please contact the Building Services Division of the Department of Planning and Building at (805) 781-5600.

Environmental Information

1. List any mitigation measures that you propose to lessen the impacts associated with your project: **Conservation Easement to be applied over entire property**
2. Are you aware of any unique, rare or endangered species (vegetation or wildlife) associated with the project site? ☐ Yes ☒ No
   If yes, please list: _____
3. Are you aware of any previous environmental determinations for all or portions of this property? ☐ Yes ☒ No
   If yes, please describe and provide "ED" number(s): _____

Other Related Permits

1. List all permits, licenses or government approvals that will be required for your project (federal, state and local): **None**

   (If you are unsure if additional permits are required from other agencies, please ask a member of the Planning Department staff currently assigned in either Current Planning or the Environmental Division.)

APPLICATION: **CONDITIONAL CERTIFICATE OF COMPLIANCE, SUB2012-00001 (C12-0052) (APN: 037-261-001)**

OWNER/ APPLICANT: **Topaz Solar Farms, LLC / MidAmerican Renewables, LLC**

AGENT: **Tami Poe**

PREPARED BY: **Jo Manson, Project Planner**

PROJECT HISTORY: The applicant is requesting one (1) conditional certificate of compliance:

Pursuant to the Subdivision Map Act, the parcel should comply with the subdivision standards in effect on May 25, 2012 as that is the date that the property owner acquired his/her interest in the property. **(Document No. 2012-028506).**

The conditional certificate of compliance parcel is an approximate 640 acre parcel that is Section 25, Township 28 South, Range 17 East. Based upon a parcel size of approximately 640 acres a pre-1972 deed would establish the legality of the parcel if the parcel had been conveyed by deed separately from surrounding land prior to March 3, 1972. There is not a pre-1972 deed for this specific parcel which deeded it separately from surrounding land; the first time the parcel was separately conveyed was on May 25, 2012 (Document No. 2012-028506). Based upon the approximate 640 acre parcel size the parcel size was a violation of the County's Lot Division Ordinance and State Subdivision Map Act because lots 40 acres or more could not be created after March 3, 1972 without first having a subdivision approved by the County Subdivision Review Board (SRB). A map was required to be approved to create parcels after March 3, 1972, therefore the parcel was not legally created. Therefore, a conditional certificate of compliance is required.

Applicable deed history is as follows:

August 1, 1872 – B Patent 471 recorded June 23, 1884 – Patent from USA to Robert F. Morrow. Includes subject parcel and numerous other contiguous parcels. Establishes east and south boundaries of subject parcel.

Intervening deeds

May 2, 1932 – 124 OR 229 recorded May 2, 1932 – Decree of Settlement of Accounts and of Final Distribution, Estate of Henry Wreden,

deceased. To Elizabeth A. Scherzer (1/6), Charles A. Wreden (1/6), Henry C. Wreden (1/6), Anna P. Finch (1/6), William P. Wreden, Jr., (1/6), Harold von Husen (1/18), Anita Liston (1/18), and Margaret von Husen (1/18). Includes subject parcel and numerous other contiguous parcels.

January 22, 1941 – 288 OR 449 recorded January 25, 1941 – Deed from Charles A. Wreden, Henry C. Wreden, Anna P. Finch, Elizabeth A. von Husen (formerly Scherzer) and William P. Wreden to Harold von Husen, Anita Liston and Margaret McWilliams. Conveys Section 24, T28S, R17E, away from subject parcel. Establishes north boundary of subject parcel.

January 22, 1941 – 288 OR 456 recorded January 25, 1941 – Deed from Charles A. Wreden, Anna P. Finch, Elizabeth A. von Husen (formerly Scherzer), William P. Wreden, Harold von Husen, Anita Liston and Margaret McWilliams to Henry C. Wreden. Includes subject parcel and numerous other contiguous parcels.

March 29, 1941- 306 OR 41 recorded September 3, 1941 – Deed from Henry C. Wreden to Jane Wreden (1/2), Henry C. Wreden, Jr. (1/6), Walter L. Wreden (1/6) and Elizabeth M. Nevins (1/6). Includes subject parcel and numerous other contiguous parcels.

April 25, 1949 – 519 OR 455 recorded April 25, 1949 – Decree of Final Distribution, Henry C. Wreden, deceased. To Jane Wreden (1/2), Henry C. Wreden, Jr. (1/6), Walter L. Wreden, (1/6) and Elizabeth Nevins (1/6). Includes subject parcel and numerous other contiguous parcels.

December 3, 1954 – 782 OR 137 recorded December 6, 1954 – Deed of Gift from Jane Wreden to Henry C. Wreden, Jr., Walter L. Wreden and Elizabeth M. Nevins (equally an undivided ¼ interest). Includes subject parcel and numerous other contiguous parcels.

April 11, 1955 – 799 OR 402 recorded April 12, 1955 – Deed from Walter L. Wreden and Jeannette Wreden to Jane Wreden (1/3), Henry C. Wreden, Jr. and Dorothy C. Wreden (1/3), and Elizabeth M. Nevins and Vernon Nevins (1/3), all as to a ¼ interest held by Walter L. Wreden and Jeannette Wreden. Includes subject parcel and numerous other contiguous parcels.

July 29, 1969 – 1525 OR 526 recorded July 29, 1969 – Decree Settling First and Final Account, Elizabeth M. Nevins, deceased. To Donald J. Nevins and Marilyn E. Karbowski. Includes subject parcel and numerous other contiguous parcels.

August 7, 1969 – 1527 OR 69 recorded August 7, 1969 – Estate of Vernon J. Nevins, deceased, distribution to Donald J. Nevins (1/2) and Marilyn Karbowski (1/2). Includes subject parcel and numerous other contiguous parcels. Same property as 799 OR 402.

November 14, 1969 – 1546 OR 480 recorded December 18, 1969 – Deed from Walter L. Wreden and Jeannette Wreden to Donald J. Nevins and Sylvia Nevins (1/4), Henry C. Wreden and Dorothy C. Wreden (1/2), Marilyn E. Karbowski and Robert Karbowski (1/4), all as to a 1/9 interest held by Walter L. Wreden and Jeannette Wreden. Includes subject parcel and numerous other contiguous parcels. Same property as 799 OR 402.

March 11, 1970 – 1557 OR 242 recorded March 11, 1970 – Estate of Jane Wreden, deceased, distribution to Henry C. Wreden (1/3), Henry C. Wreden and Dorothy C. Wreden (1/6), Donald J. Nevins (1/6), Donald J. Nevins and Sylvia Nevins (1/12), Marilyn E. Karbowski (1/6), and Marilyn E. Karbowski and Robert Karbowski (1/12), all as to a 1/3 interest held by Jane Wreden. Includes subject parcel and numerous other contiguous parcels. Same property as 799 OR 402.

October 20, 1975 – 1866 OR 612 recorded December 4, 1975 – Deed from Henry C. Wreden (who acquired title as Henry C. Wreden, Jr.) and Dorothy C. Wreden, Donald J. Nevins and Sylvia Nevins, and Marilyn E. Karbowski and Robert Karbowski to Charles W. Kuhnle and Nancy Kuhnle (3/16), Darrell L. Twisselman and Nola C. Twisselman (1/4), Randall L. Kuhnle and Corinne C. Kuhnle (3/16), Dale W. Kuhnle and Martha M. Kuhnle (3/16), and Charles W. Kuhnle, Jr., (3/16). Includes subject parcel and numerous other contiguous parcels.

September 15, 1975 – 1922 OR 183 recorded September 15, 1975 – Deed 1866 OR 612 was re-recorded to clarify intent of grantors to convey fee title to Parcels 1 and 2 as described in the legal description. Deed from Henry C. Wreden (who acquired title as Henry C. Wreden, Jr.) and Dorothy C. Wreden, Donald J. Nevins and Sylvia Nevins, and Marilyn E. Karbowski and Robert Karbowski to Charles W. Kuhnle and Nancy Kuhnle (3/16), Darrell L. Twisselman and Nola C. Twisselman (1/4), Randall L. Kuhnle and Corinne C. Kuhnle (3/16), Dale W. Kuhnle and Martha M. Kuhnle (3/16), and Charles W. Kuhnle, Jr., (3/16). Includes subject parcel and numerous other contiguous parcels.

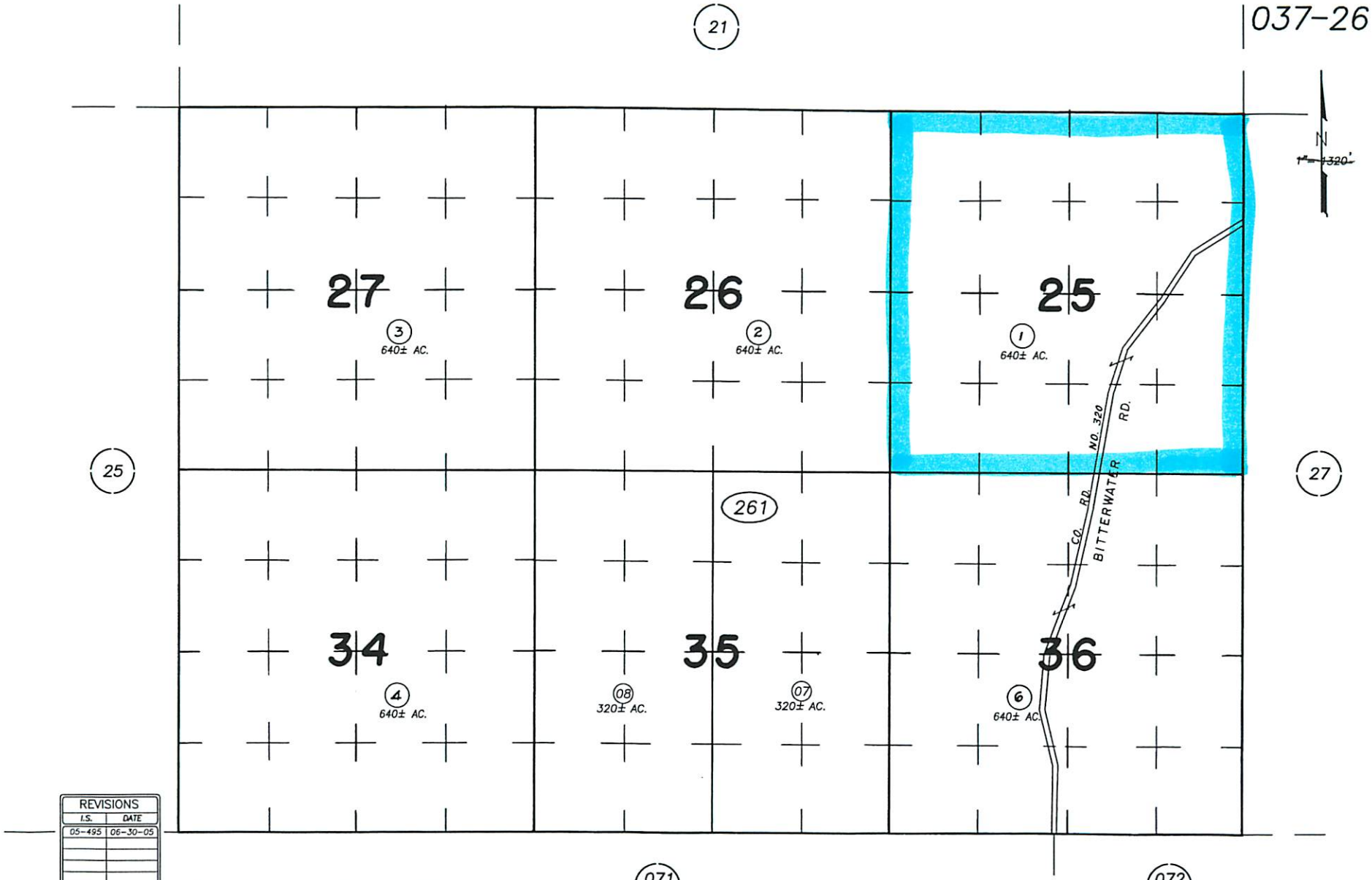
July 2, 1991 – 3733 OR 619 recorded August 5, 1991 – Quitclaim Deed from Lori Kuhnle to Charles W. Kuhnle, Jr. Includes subject parcel and numerous other contiguous parcels.

July 10, 1994 – Document No. 1994-042487 recorded July 13, 1994 – Deed from Charles W. Kuhnle and Nancy Kuhnle to Charles W. Kuhnle, Trustee of the Kuhnle Family Trust under Agreement dated July 10, 1994. Conveyed 3/16 interest in subject parcel and other contiguous properties to a trust.

April 21, 2004 – Document No. 2005-023106 recorded March 24, 2005 – Deed from Darrell L. Twisselman and Nola C. Twisselman to Randall L. Kuhnle and Corrine C. Kuhnle (1/4), Dale W. Kuhnle and Martha M. Kuhnle (1/4), Charles W. Kuhnle, Jr. (1/4), and Charles W. Kuhnle, Trustee of the Kuhnle Family Trust under Agreement dated July 10, 1994 (1/4). Includes subject parcel and other contiguous properties.

May 25, 2012 – Document No. 2012-028506 recorded May 25, 2012 – Deed from Charles W. Kuhnle, Trustee of the Kuhnle Family Trust under Agreement dated July 10, 1994 (1/4), Randall L. Kuhnle and Corrine C. Kuhnle (1/4), Dale W. Kuhnle and Martha M. Kuhnle (1/4), and Charles W. Kuhnle, Jr. (1/4). Includes subject parcel, and other parcels already confirmed as legal parcels by deed and certificates of compliance (C12-0023) have been issued and recorded. For the subject parcel this was a violation of the County's Lot Division Ordinance and State Subdivision Map Act because parcels 40 acres or more could not be created after March 4, 1972 without first having a subdivision approved by the County Subdivision Review Board. A map was required to be approved to create parcels at that time, therefore the parcel was not legally created.

The subject property is in a Williamson Act Contract.



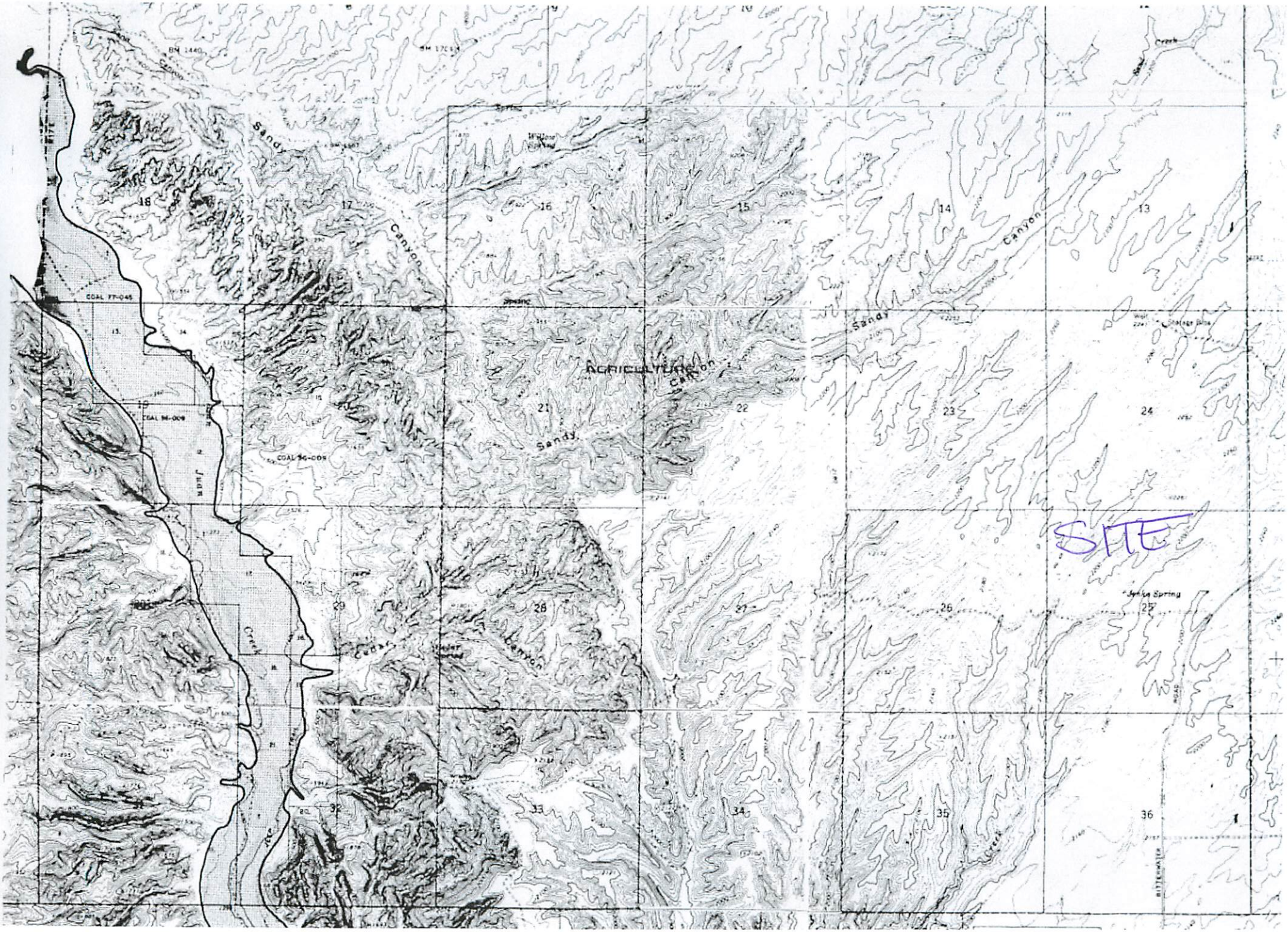
REVISIONS	
I.S.	DATE
05-495	06-30-05

660' 0 1320' 2640'

JAW 09-09-05 THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.

T. 28S. ; R.17E. ; SECTIONS 25, 26, 27, 34, 35 & 36. M.D.B.M.

ASSESSOR'S MAP, COUNTY OF SAN LUIS OBISPO, CA.
BOOK 037 PAGE 26



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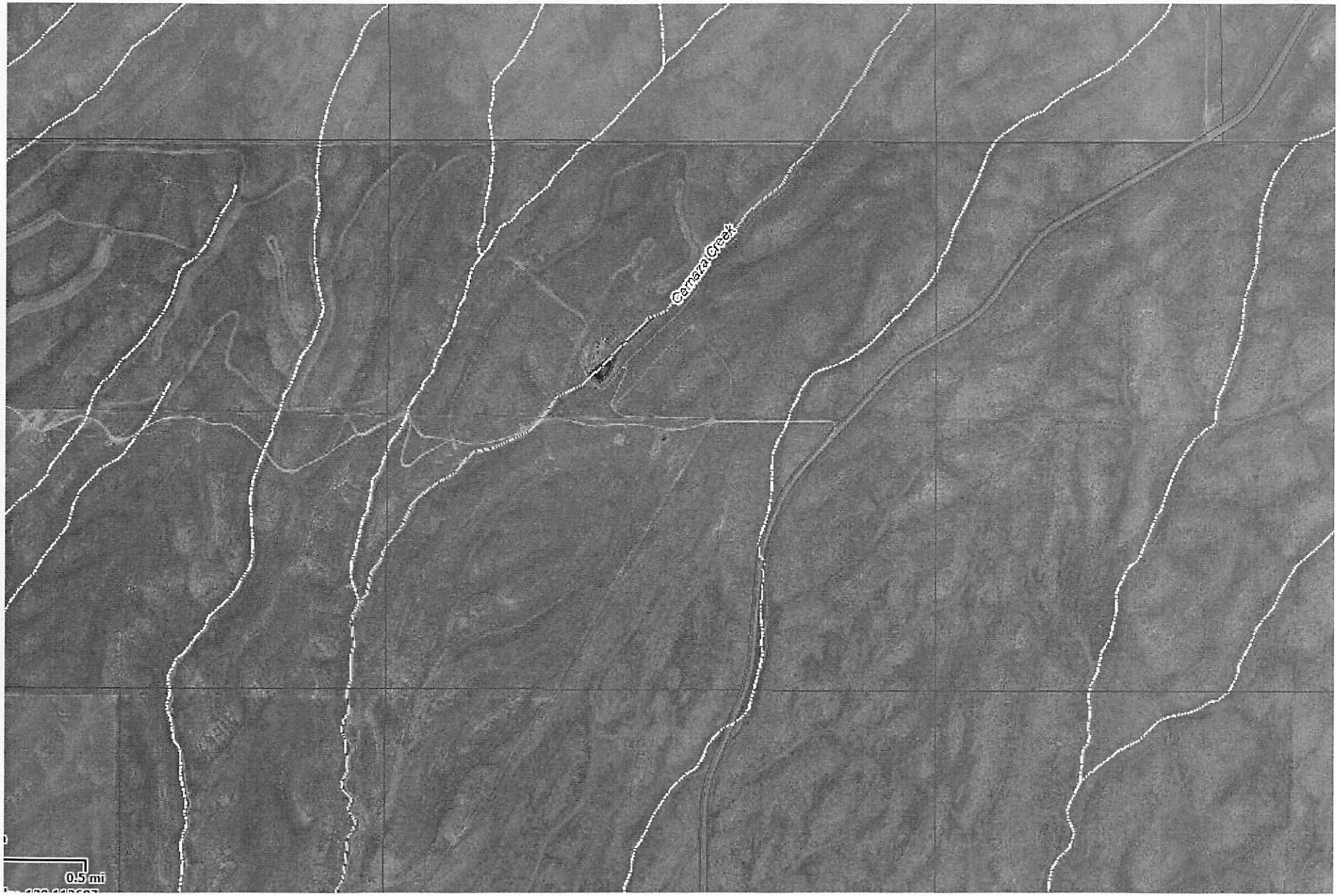
Camaza Creek
0.5 mi

First American Title Insurance Company
National Commercial Services

3281 E Guasti Road, Suite 440
Ontario, CA 91761

May 30, 2012

Alicia Knapp
MidAmerican Renewables, LLC
666 Grand Avenue
Des Moines, IA 50309
Phone: (515)242-3988
Fax: (515)281-2396

Customer Reference: Preservation Land

Title Officer:	Wendy Hagen	Title Assistant:	Diane Nesbit
Phone:		Phone:	(909)510-6200

Order Number: NCS-546614-ONT1

Owner: Topaz Solar Farms, LLC

Property: , San Luis Obispo, 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

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.

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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

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 17, 2012 at 7:30 A.M.

2. Policy or Policies to be issued: Amount

   (A) ALTA Owner's Policy $0.00

   Proposed Insured:

   (B) ALTA Loan Policy $0.00

   Proposed Insured:

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:

   Topaz Solar Farms LLC, a Delaware limited liability company

4. The land referred to in this Commitment is situated in the City of , County of San Luis Obispo, State of California, and is described as follows:

   PARCEL A:

   ALL OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

   EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS OF EVERY KIND AND NATURE, INCLUDING PETROL, OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES IN, ON, UNDER AND ABOUT THE LAND, RESERVED BY CHARLES A. WREDEN, ET AL. IN DEED RECORDED JANUARY 25, 1941 IN BOOK 288, PAGE 456 OF OFFICIAL RECORDS

   APN: 037-261-001

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):

(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/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM 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

Form No. 1090-2
Plain Language Commitment

Commitment No. [illegible]
Page Number 5

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) Release(s) or Reconveyance(s) of Item(s):

(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/ACSM survey of recent date, which not plus with the current minimum standard detail requirements for ALTA/ACSM is in addition to, 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 "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

[] (R) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

[] (S) Financial statements from the appropriate parties must be submitted to the Company for review.

[] (T) A copy of the construction contract must be submitted to the Company for review.

[] (U) An inspection of the land must be performed by the Company for verification of the phase of construction.

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 2012-2013, 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. Water rights, claims or title to water, whether or not shown by the public records.

4. Rights of the public in and to that portion of the land lying within Bitterwater Road

5. Lack of Access

6. Rights incidental to the ownership and development of the mineral interest reserved in deed recorded January 25, 1941 in Book 288 Page 456 of Official Records

7. An easement for public road and incidental purposes, recorded May 10, 1946 as Book 408 Page 46 of Official Records.
   In Favor of: The County of San Luis Obispo
   Affects: as described therein

8. The terms and provisions contained in the document entitled "Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act)" recorded January 14, 1972 as Book 1648 Page 946 of Official Records.

   Affects said land with other property

9. Resolution No. 99 granting inclusion recorded December 3, 1975 in Book 1866 Page 478 of Official Records, said land lies within the upper Salinas Resource Conservation District

10. Rights of parties in possession.

INFORMATIONAL NOTES

1. Taxes for proration purposes only for the fiscal year 2011-2012.

First Installment:	$443.92, PAID
Second Installment:	$443.92, PAID
Tax Rate Area:	119-009
APN:	037-261-001

2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

   When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Vacant Land known as , San Luis Obispo, California.

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 May 25, 2012 as Instrument No. 2012-28506 of Official Records.

From:	Charles W. Kuhnle, Trustee of the Kuhnle Family Trust, et al
To:	Topaz Solar Farms, LLC, a Delaware limited liability company

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 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

[illegible]

[illegible]

[illegible]

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.